



JUNTA DIRECTIVA

Katherine Burnworth, Presidenta | Laura Goodsell, Vicepresidenta | James Garcia, Tesorero | Enola Berker, Secretaria | Rodolfo Valdez, Director | Felipe Irigoyen, Director | Arturo Proctor, Director

**AVISO
ORDEN DEL DÍA
REUNIÓN ORDINARIA DE LA JUNTA DIRECTIVA JUEVES, 28 DE
MAYO DE 2026, 6:00 P.M.**

601 Heber Ave. Calexico, Ca. 92231

**[Unirse a la Reunión de
Microsoft Teams](#)** ID de
Reunión: 263 105 714 899 884
Código de acceso:
YP7dS7by

~ SESIÓN CERRADA ~ 6:00 p.m.

- a. CONFERENCIA CON NEGOCIADORES DE BIENES RAÍCES**
Propiedad: El Centro Regional Medical Center, 1415 Ross Avenue El Centro, CA 92243 e instalaciones de atención médica relacionadas
Negociadores de la agencia: Comité Ad Hoc de IVHD (Katherine Burnworth, James Garcia, Laura Goodsell), Asesora Legal (Adriana Ochoa), Director Ejecutivo de IVHD Christopher Bjornberg
Partes negociadoras: Pablo Velez, ECRMC, Ciudad de El Centro
En negociación: Condiciones de cierre relacionadas con el Acuerdo de Transferencia de Activos
- b. NOMBRAMIENTO DE EMPLEO PÚBLICO** (Código de Gobierno 54957)
Título: Director Ejecutivo Interino
- c. Conferencia con Asesor Legal – Exposición Significativa a Litigio** (Código de Gobierno 54956.9 (d)(2))
 - Una reclamación gubernamental (George Mitchell Builders)
- d. Conferencia con Asesor Legal – Litigio Existente** (Código de Gobierno 54956.9 (d)(1))
 - Francisca Parra v. Pioneers Memorial Hospital Foundation, a California Nonprofit Corporation
Tribunal Superior del Condado de San Diego, Caso No. 26CU018477C

- e. **INFORME DE ACTIVIDADES DE GARANTÍA DE CALIDAD** Conforme a la Sección 32155 del Código de Salud y Seguridad y la Sección 1157 del Código de Evidencia
 - Informe y discusión sobre asuntos de garantía de calidad del hospital, incluyendo hallazgos de encuestas de acreditación y planificación de acciones correctivas.
- f. **INFORME DE ACTIVIDADES DE GARANTÍA DE CALIDAD** Conforme a la Sección 32155 del Código de Salud y Seguridad y la Sección 1157 del Código de Evidencia
 - Informe y discusión sobre el programa de Garantía de Calidad y Mejora del Desempeño (QAPI), incluyendo informes de riesgos de calidad y revisión de quejas de pacientes del primer trimestre de 2026.

1. Llamada al Orden ~ 7:00 pm

2. Pase de Lista

3. Juramento a la Bandera

4. Aprobación de Solicitud de Participación Remota por Miembro(s) de la Junta, *si Aplica*

5. Considerar Aprobación del Orden del Día

En caso de emergencia, se podrán agregar puntos al orden del día por mayoría de votos de la Junta Directiva. Una emergencia se define como un paro laboral, un desastre paralizante u otra actividad que ponga en grave peligro la salud pública, la seguridad, o ambas. Los puntos del orden del día podrán ser tratados fuera del orden secuencial según lo determine la Junta Directiva. La Junta podrá tomar acción sobre cualquier punto que aparezca en el orden del día.

6. Comentarios del Público

En este momento la Junta escuchará comentarios sobre cualquier punto del orden del día. Si alguna persona desea ser escuchada, deberá ponerse de pie; dirigirse al presidente, identificarse y exponer el tema de su comentario. El límite de tiempo para cada orador es de 3 minutos individualmente por punto para dirigirse a la Junta. Las personas que deseen hablar sobre múltiples puntos tendrán un total de cuatro (4) minutos. Se asignará un total de 15 minutos para cada punto para todos los miembros del público. La Junta podrá considerar necesario limitar el tiempo total permitido para todos los comentarios públicos sobre puntos que no aparezcan en el orden del día a una hora por reunión.

7. Comentarios de la Junta

Informes sobre reuniones y eventos a los que asistieron los Directores; Autorización para la asistencia de Director(es) a próximas reuniones y/o eventos; Comentarios de la Junta Directiva.

- a. Informes breves de los Directores sobre reuniones y eventos a los que asistieron
- b. Calendario de próximas reuniones y/o eventos de la Junta

- c. Informe del Comité Ad-Hoc de Planificación Estratégica de Fusión
- d. Actualización del Comité de Finanzas

8. Calendario de Consentimiento

Cualquier miembro de la Junta podrá solicitar que los puntos del Calendario de Consentimiento sean retirados para discusión. Los puntos así retirados serán tratados por separado inmediatamente después de la aprobación de los puntos restantes en el Calendario de Consentimiento.

- a. Aprobar actas de las reuniones del 23 de abril de 2026
- b. Aprobación y archivo del Informe de Gastos/Financiero de PMH de abril de 2026

9. Puntos para Discusión y/o Acción de la Junta:

- a. INFORME DEL PERSONAL MÉDICO – Recomendaciones del Comité Ejecutivo Médico para Membresía del Personal Médico y/o Privilegios Clínicos, políticas/procedimientos/formularios u otras Recomendaciones relacionadas
- b. Presentación de Resultados de Encuesta sobre Medida Fiscal por Probolsky Research
Presentado por: Adam Probolsky
- c. Puntos de Acción: Política y Procedimiento: Revisión por Pares de Radiología
- d. Puntos de Acción: Política y Procedimiento: Adquisición de Medicamentos
- e. Puntos de Acción: Política y Procedimiento: Alcance de los Servicios de Farmacia y Directrices de Personal
- f. Puntos de Acción: Política y Procedimiento: Firma Electrónica, Atestación y Autoría
- g. Puntos de Acción: Política y Procedimiento: Requisitos de Reporte de Robo e Impedimento de Empleados de Farmacia
- h. El Personal Recomienda Acción para Autorizar: Autorización para aprobar el Acuerdo de Arrendamiento de Empleados entre Rady Children's Hospital San Diego (RCHSD) e IVHD para que personal de audiología proporcione pruebas básicas de audiología localmente en nuestras clínicas.
Presentado por: Carly Zamora
Valor del Contrato: Aproximadamente \$10,000.00
Plazo del Contrato: 1 año
Presupuestado: Sí
Clasificación Presupuestaria: Honorarios Profesionales

- i. El Personal Recomienda Acción para Autorizar: Autorización para aprobar Atención Médica de Emergencia de Guardia para Jason J. Chiu, MD. Inc.
Presentado por: Carly Zamora
Valor del Contrato: aproximadamente \$300,000, el valor varía según la Cobertura de Guardia y necesidades.
Plazo del Contrato: 2 años
Presupuestado: Sí
Clasificación Presupuestaria: Guardia

- j. El Personal Recomienda Acción para Autorizar: Autorización para aprobar Acuerdo de Servicios Profesionales para el Dr. Koorosh Kooros, M.D.
Presentado por: Carly Zamora
Valor del Contrato: aproximadamente \$25,000 anuales, el valor varía según la demanda
Plazo del Contrato: 3 años
Presupuestado: No
Clasificación Presupuestaria: PSA

- k. El Personal Recomienda Acción para Autorizar: Autorización para aprobar Acuerdo de Servicios Profesionales para Sayed Monis, M.D.
Presentado por: Carly Zamora
Valor del Contrato: Aproximadamente \$50,000 anuales, el valor varía según volúmenes y cobertura clínica
Plazo del Contrato: 3 años
Presupuestado: Sí
Clasificación Presupuestaria: Honorarios Profesionales

- l. El Personal Recomienda Acción para Autorizar: Autorización para aprobar Acuerdo de Consultoría de Progressive Healthcare
Presentado por: Carly Zamora
Valor del Contrato: No exceder \$120,000 por servicios profesionales en un año a menos que se apruebe por escrito exceder debido a proyectos especiales
Plazo del Contrato: 1 año
Presupuestado: Sí
Clasificación Presupuestaria: Servicios de Consultoría

- m. El Personal Recomienda Acción para Autorizar: Nombramiento de la Dra. Lisa Bean, M.D., como Presidenta del Comité Ejecutivo Médico de Servicios de Obstetricia y Ginecología.
Presentado por: Carly Zamora
Valor del Contrato: aprox. \$3,000 anuales
Plazo del Contrato: 1 año
Presupuestado: Sí
Clasificación Presupuestaria: Honorarios Profesionales

- n. El Personal Recomienda Acción para Autorizar: Revisar y autorizar cobertura de seguro de propiedad proporcionada a través del corredor,

Alliant Insurance

Services, Inc. (“Alliant”). El seguro de propiedad incluye cobertura de Propiedad, Calderas y Maquinaria, Responsabilidad Cibernética Comercial y Contaminación.

Presentado por: Carly Loper, Directora Financiera

Valor del Contrato: No exceder \$985,368.90

(La prima de cobertura por terremoto constituye el 41% o \$404,001.25 de la prima)

Plazo del Contrato: Acuerdo de Un Año (1 de julio de 2026 – 30 de junio de 2027)

Presupuestado: Sí

Clasificación Presupuestaria: Seguros

- o. El Personal Recomienda Acción para Autorizar: Autorizar la renovación de la Cobertura Integral de Responsabilidad de Entidad de Salud (HCL), Cobertura de Responsabilidad de Directores y Funcionarios y Cobertura de Automóviles con BETA Risk Management Authority (“BETARMA”).
- Presentado por: Carly Loper, Directora Financiera
- Valor del Contrato: contribución anual estimada de \$2,177,159
- Plazo del Contrato: Término de Un Año (1 de julio de 2026 – 30 de junio de 2027)
- Presupuestado: Sí
- Clasificación Presupuestaria: Seguro de Responsabilidad
- p. El Personal Recomienda Acción para Autorizar: Autorizar la renovación de la Cobertura de Compensación para Trabajadores con BETA Risk Management Authority (“BETARMA”) para cobertura en el Estado de California.
- Presentado por: Carly Loper, Directora Financiera
- Valor del Contrato: contribución anual de \$2,051,049 (a pagarse en cuotas mensuales)
- Plazo del Contrato: Acuerdo de Un Año (1 de julio de 2026 – 30 de junio de 2027)
- Presupuestado: Sí
- Clasificación Presupuestaria: Seguro de Compensación para Trabajadores
- q. El Personal Recomienda Acción para Autorizar: Documentos de Co-Solicitante para los Centros de Salud del Valle Imperial
- Presentado por: Carly Zamora
- Valor del Contrato: N/A
- Plazo del Contrato: N/A
- Presupuestado: N/A
- Clasificación Presupuestaria: Clínicas
- r. El Personal Recomienda Acción para Autorizar: Autorización para aprobar la octava enmienda al Acuerdo de Servicios Profesionales para Rady’s Children’s Specialist of San Diego

Presentado por: Carly Zamora

Valor del Contrato: La compensación se basa en la cobertura y depende de los volúmenes, aproximadamente \$25,000 anuales.

Plazo del Contrato: 1 año

Presupuestado: Sí

Clasificación Presupuestaria: Honorarios Profesionales

- s. El Personal Recomienda Acción para Autorizar: Autorización para aprobar acuerdo de Dirección Médica para Alidad Zadeh, D.O. en los Centros de Salud del Valle Imperial.

Presentado por: Carly Zamora

Valor del Contrato: no exceder \$24,000 anuales

Plazo del Contrato: 3 años

Presupuestado: Sí

Clasificación Presupuestaria: NO- Nueva Línea de Servicio

10. Informes de la Administración

- a. Finanzas: Carly C. Loper, MAcc – Directora Financiera
- b. Operaciones Hospitalarias: Carol Bojorquez, MSN, RN – Directora de Enfermería
- c. Operaciones de Clínicas: Carly Zamora MSN, RN – Directora de Operaciones de Clínicas
- d. Ejecutivo: Christopher R. Bjornberg – Director Ejecutivo
- e. Legal: Adriana Ochoa – Asesora General

11. Puntos para Futura Orden del Día

Este punto se incluye en el orden del día para permitir a la Junta identificar y programar puntos futuros para discusión en próximas reuniones y/o identificar oportunidades de comunicados de prensa.

12. Clausura

- a. La próxima reunión ordinaria de la Junta se llevará a cabo el 11 de junio de 2026, a las 6:00 p.m. en Pioneers Memorial Hospital, 207 W. Legion Road, Brawley, Ca. 92227

DECLARACIÓN DE PUBLICACIÓN

Una copia del orden del día fue publicada el 22 de Mayo de 2026, en 601 Heber Ave. Calexico Ca. 92231 a las 9:30 p.m. y en otras ubicaciones a lo largo del IVHD conforme al Código de Gobierno de California 54957.5. Los registros públicos divulgables y escritos relacionados con un punto del orden del día distribuidos a todos o a la mayoría de la Junta, incluyendo dichos registros y escritos distribuidos menos de 72 horas antes de esta reunión, están disponibles para inspección pública en la Oficina Administrativa del Distrito donde se llevará a cabo la reunión del IVHD. El paquete del orden del día y material relacionado con un punto del orden del día presentado después de la distribución de paquetes a la Junta está disponible para revisión pública en el vestíbulo de la oficina donde se llevará a cabo la reunión de la Junta.

En cumplimiento con la Ley de Estadounidenses con Discapacidades, si alguna persona solicita adaptaciones especiales para asistir y/o participar en las reuniones de la Junta del Distrito, favor de comunicarse con el Distrito al (760)970-6046. La notificación con 48 horas de anticipación a la reunión permitirá al Distrito hacer adaptaciones razonables para asegurar la accesibilidad a esta reunión [28 CFR 35.102-35.104 ADA título II].



**MEETING MINUTES
MAY 14, 2026
REGULAR BOARD MEETING**

THE IMPERIAL VALLEY HEALTHCARE DISTRICT MET IN REGULAR SESSION ON THE 14TH OF MAY AT 1271 ROSS AVENUE, EL CENTRO, CA. ON THE DATE, HOUR AND PLACE DULY ESTABLISHED OR THE HOLDING OF SAID MEETING.

CLOSED SESSION – 6:10 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
- b. PUBLIC EMPLOYMENT (Gov. Code 54957)**
Title: Chief Executive Officer

BOARD RECONVENED INTO OPEN SESSION AT 8:52 p.m.

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

1. TO CALL ORDER:

The regular meeting was called to order in open session at 8:52 p.m. by Director Burnworth.

2. ROLL CALL-DETERMINATION OF QUORUM:

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

GUESTS:

Adriana Ochoa – Legal/Snell & Wilmer
Christopher R. Bjornberg - Chief Executive Officer

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 Berker and second by Director Valdez to approve the agenda for May 14, 2026. Motion passed by the following vote wit:



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

6. PUBLIC COMMENT TIME:

None

7. BOARD COMMENTS:

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

Director Burnworth reported that she had scheduled Jeff Bills to attend our meeting for training on May 21st, but she realized that it was the wrong date. We could schedule it for the next meeting on the 28th or push it for June 11th. The board agreed to have the training on June 11th.

Director Berker reported that she attended the Joint Commission and they were very positive and very impressed that the staff was doing so well.

Director Irigoyen reported that he attended the groundbreaking for the Substance Disorder Facility.

- b. Schedule of upcoming Board meetings and events.

None

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

None

- d. Finance Committee Update.

None

8. CONSENT CALENDAR:

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

- a. Minutes for April 23, 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 Recommendation.



Motion was made by Director Irigoyen and second by Director Goodsell to approve the 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. Action Item: Policy and Procedure: Self-Pay Discount/Cash Prices

Motion was made by Director Goodsell and second by Director Berker to approve Policy and Procedure: Self-Pay Discount/Cash Prices. Motion passed by the following wit:

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

c. Action Item: Policy and Procedure: Fire Plan

Motion was made by Director Goodsell and second by Director Berker to approve P Policy and Procedure: Fire Plan. Motion passed by the following wit:

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

d. Staff Recommends Action to Authorize: Authorize the execution of the Office Lease Agreement between El Centro Regional Medical Center (“ECRMC”) and Imperial Valley Healthcare District (“IVHD”).

Presented by: Carly Loper, CFO

Contract Value: estimated cost of \$262,407.50 (plus costs for janitorial, electrical & IT costs)

Contract Term: Three Year term (June 1, 2026 – June 1, 2029)

Budgeted: No

Budgeted Classification: Leases

Motion was made by Director Berker and second by Director Garcia to approve Policy and Procedures: Chaperone Care 4908-2879-1709. Motion passed by the following wit:

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

e. Presentation and Approval of Benefits Package with Alera Group

Motion was made by Director Garcia and second by Director Proctor to approve option 1 Berkeley with no increase in employee contribution Package with Alera Group Motion passed by the following wit:



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

10. MANAGEMENT REPORTS:

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

Carly reported on the status of Meridian and Medicare.

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

Carol reported that she attended the Joint Commission meeting and it was really positive experience. They were really impressed with all the work the team had done.

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

None

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

Chris reported on the Joint Commission, and it was said that the team was really working on excellence and that they were very happy with the care that they were binding as they went through that process.

He also reported that he received a report from the Calexico Police Department that the lot that we own in Calexico Birch St has a lot of weeds and stuff on it and we have a code violation and we have to clear it out. Pictures were taken on April 21st, and notice was sent on May 8th, and we received it today May 14th and we until the 20th to take of this apparently a month from this notice and if we do not there will be a new citation for each day that the violation exists. We are working on that.

He also reported that they were trying to figure out what they were going to do with their application for the distress hospital loan because they want to try and approve it and they are really working with them on that and gave them the opportunity to pull back the application that they have on file because once they deny application its 12 months before you can apply again. So, for sure they would deny it right now and so they are giving them the opportunity to pull it back and push things out a little bit and then see where that sits and see where they would sit later on. If the merger goes through that can change the numbers and maybe they will qualify. Another thing that they were told is that they are the only group out everybody that received the distress hospital loan they are the only ones in the green and have been from when they started the 1st year after. They were green at that point and still green out of the whole program. The team is doing a really good job.

- e. Legal: Adriana Ochoa – General Counsel

Adriana informed the board that she will be sending out a memo, but she wanted to make aware for the folks that are up for election in November of 2026. The Imperial County Register Voter's released their calendar of administrative deadlines dates. May 14th- July 8th is when



you may obtain your forms from the registered voters, including petition forms to collect signatures in lieu of paying fees. You can start getting your forms so that you can start submitting your candidacy statements. The memo she will be sending is to remind everyone of who's up for election and what districts are up for election. She will also attach the map and what the candidates need to do and by when. That way it is all laid out for the board, and it makes it easier.

11. ITEMS FOR FUTURE AGENDA:

None

12. ADJOURNMENT: With no future business to discuss, Motion was made unanimously to adjourn meeting at 9:27 p.m.



To: Board of Directors

Katherine Burnworth, President

Laura Goodsell, Vice President

Enola Berker, Secretary

James Garcia, Treasurer

Arturo Proctor, Trustee

Rodolfo Valdez, Trustee

Felipe Irigoyen, Trustee

Additional Distribution:

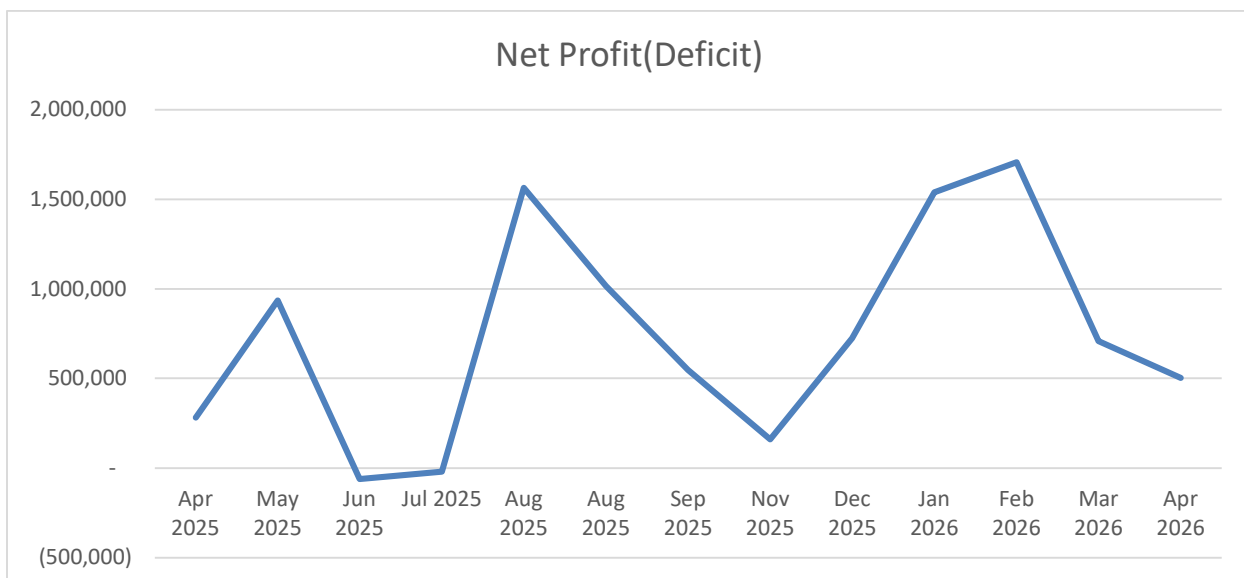
Christopher R. Bjornberg, Chief Executive Officer

From: Carly Loper, Chief Financial Officer

Financial Report – April 2026

Overview:

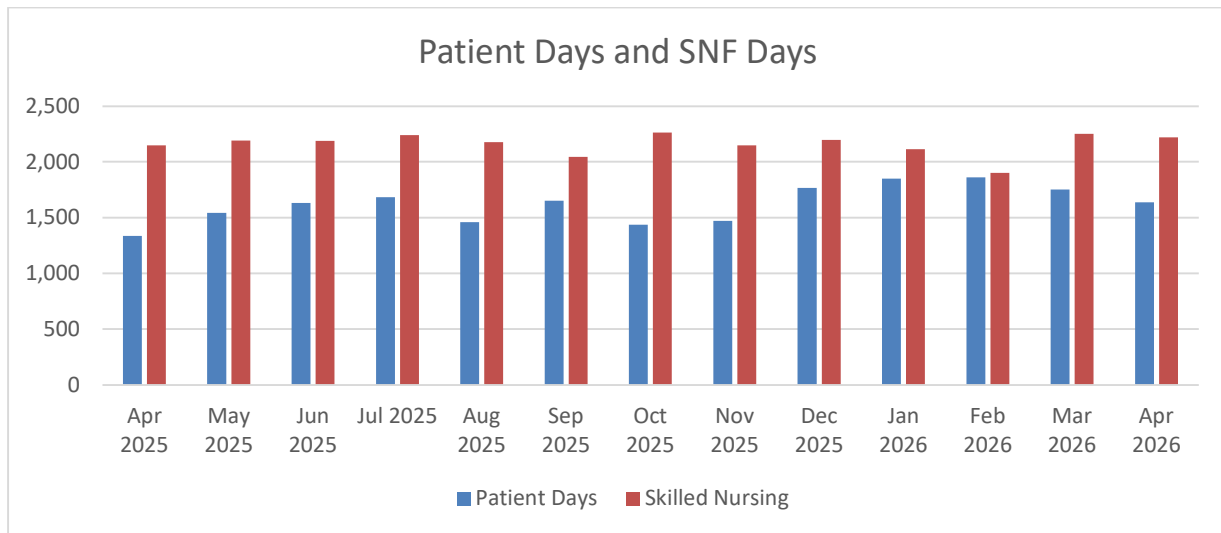
Financial operations for the month of April resulted in a profit of \$502,292 against a budgeted profit of \$74,894.



Patient Volumes:

In April, inpatient days fell below budget by (0.4%) and fell below the prior month volumes by (6.5%). For the year-to-date period, inpatient days were on budget at 0.7% and exceeded prior year volumes by 19.8%.

April inpatient days for Pioneers Memorial Skilled Nursing Center (PMSNC) were 2,218 compared to 2,252 inpatient days in March. PMSNC had an average daily census (ADC) of 73.9 for the month of April.

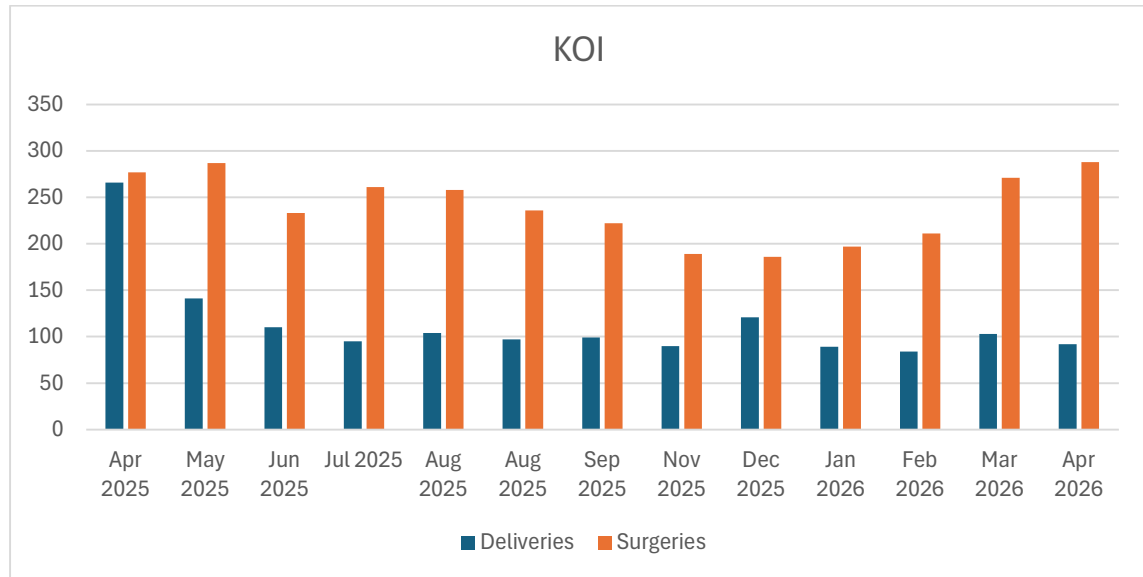
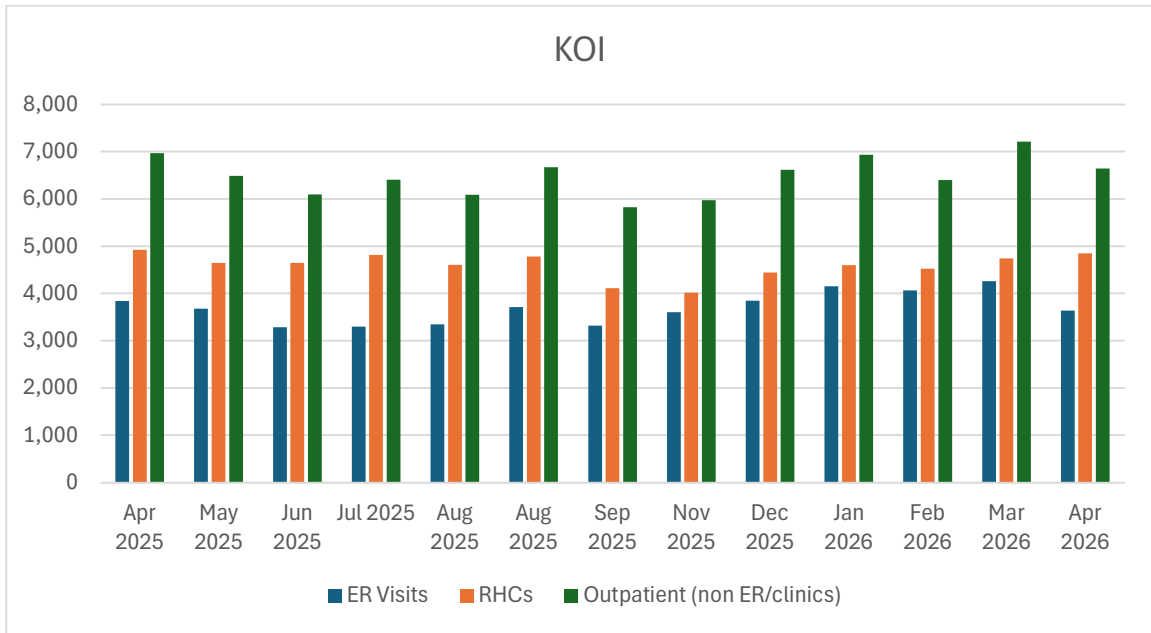


For the month of April, Deliveries fell below the prior month volumes by (10.7%) and fell below the monthly budget by (48.0%). Emergency Room visits fell below the prior month volumes by (14.6%) and fell below the monthly budget by (0.8%). Surgeries for the month of April exceeded the prior month volumes by 6.3% but fell below the monthly budget by (2.4%). Calexico Health Center, Pioneers Health Center and Pioneers Children’s Health Center visits/volumes for April exceeded the prior month visits while Outpatient (non-ER) visits/volumes fell below the prior month visits/volumes. All fiscal year-to-date volumes, except for the Calexico Health Center, are lower than prior year volumes. For actual compared to budget fiscal year-to-date, the visits/volumes for Pioneers Children Health Center and Outpatient (non-ER) fell below budget while Pioneers Health Center and Calexico Health Center visits exceeded budget.

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

	Current Period			Year To Date		
	Act.	Bud	Prior Yr.	Act.	Bud	Prior Yr.
Deliveries	92	177	266	974	1,769	1,760
E/R Visits	3,640	3,668	3,839	37,244	36,679	38,706
Surgeries	288	295	277	2,319	2,947	3,356
GI Scopes	16	61	16	290	902	290
Calexico RHC	1,033	873	1,174	9,873	8,734	9,599
Pioneer Health	2,707	2,461	2,655	25,234	24,609	26,852

	Current Period			Year To Date		
	Act.	Bud	Prior Yr.	Act.	Bud	Prior Yr.
Deliveries	92	177	266	974	1,769	1,760
E/R Visits	3,640	3,668	3,839	37,244	36,679	38,706
Surgeries	288	295	277	2,319	2,947	3,356
GI Scopes	16	61	16	290	902	290
Calexico RHC	1,033	873	1,174	9,873	8,734	9,599
Pioneer Health	2,707	2,461	2,655	25,234	24,609	26,852



Gross Patient Revenues:

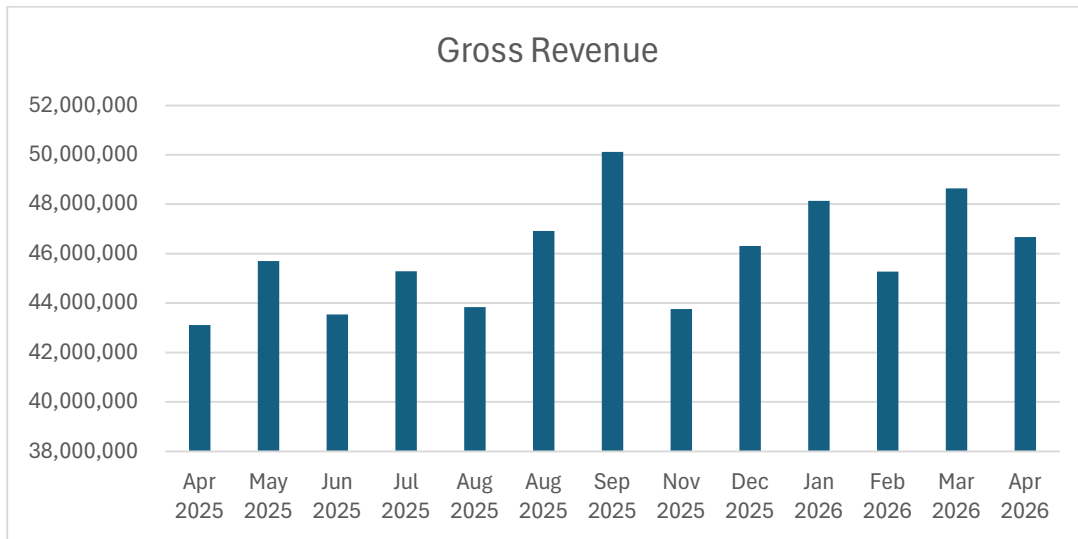
In April, gross revenues exceeded budget by \$1,545,180 or 3.4% but fell below the prior month's revenues by (\$1,974,414) or (4.1%).

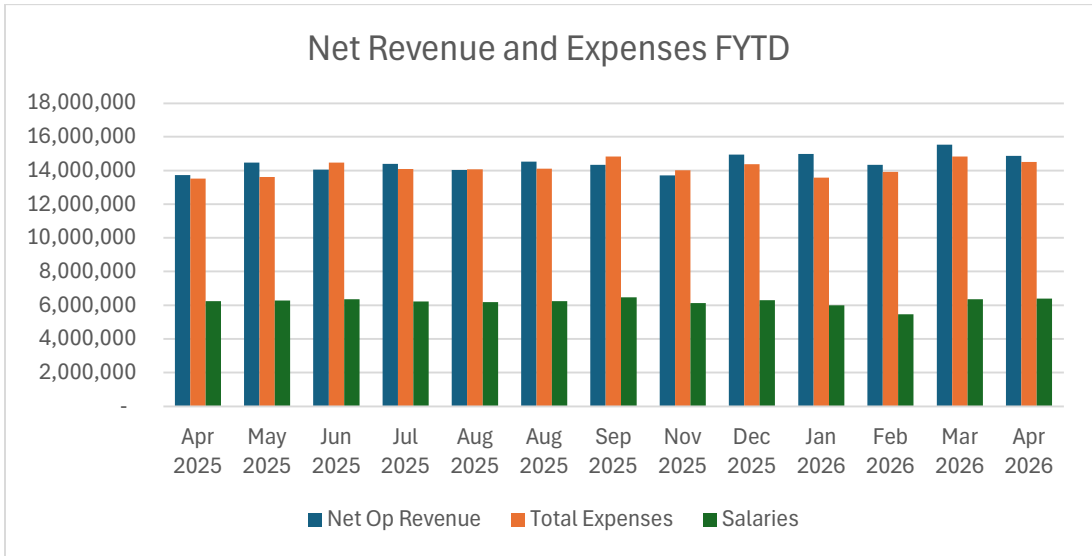
	Monthly Gross Revenue	Daily Gross Revenue
March	\$48,639,488	\$1,569,016
April	\$46,665,074	\$1,555,502

Operating Expenses:

In total, April operating expenses were on budget. April’s daily expenses were \$483,416 per day, which was higher than March’s monthly expenses at \$478,301 per day. Total staffing expenses for April were over budget by (2.3%) while Benefits expenses were over budget by (29.5%). Total expenses for April fell below the prior month expenses by \$324,842 or 2.2%.

	Monthly Expenses	Daily Expenses
March	\$14,827,320	\$478,301
April	\$14,502,476	\$483,416



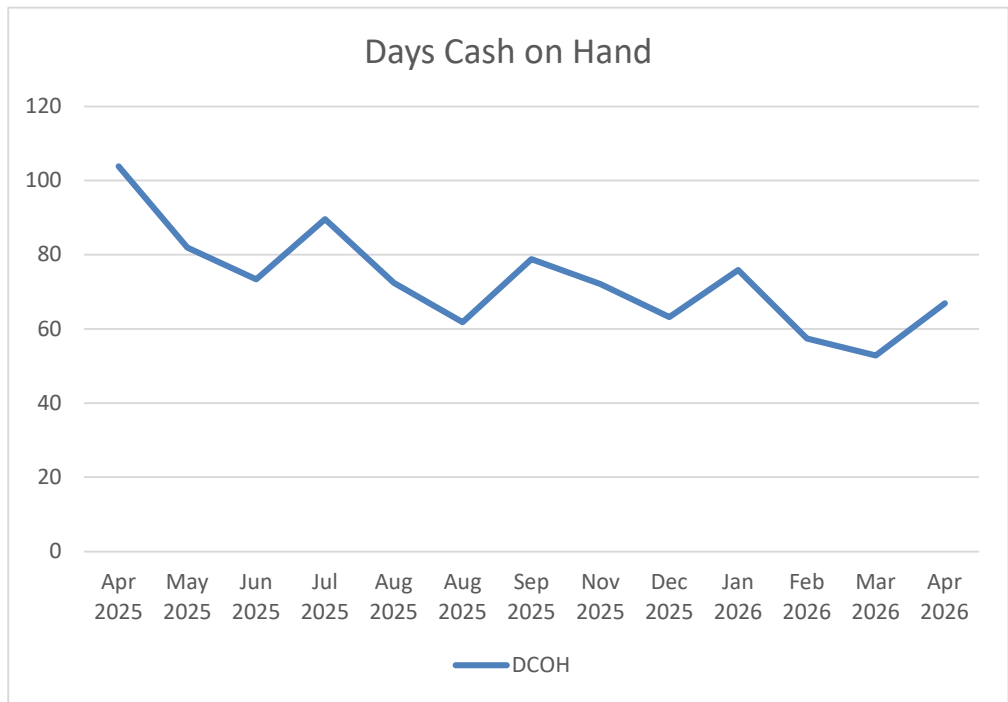


Bond Covenants:

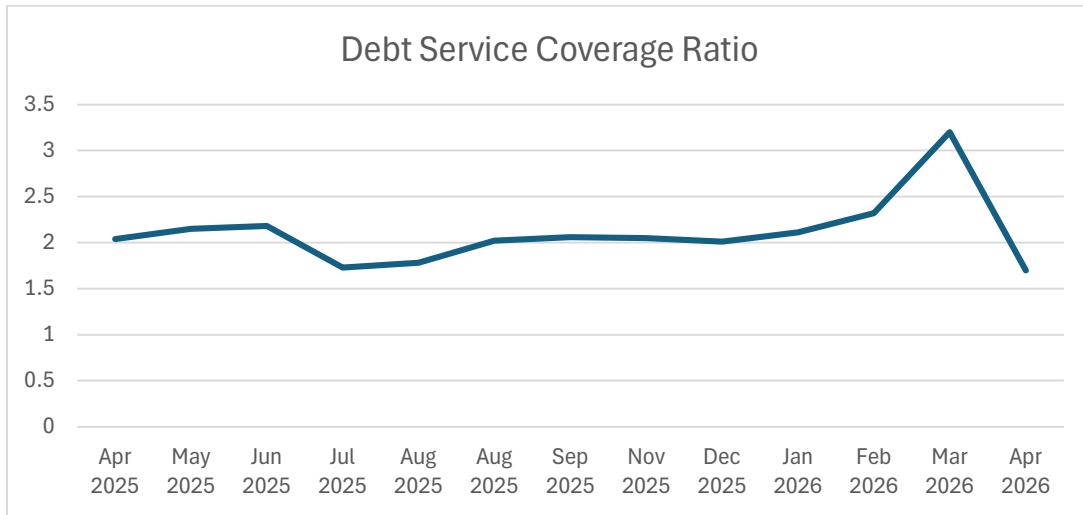
As part of the Series 2017 Bond issue, the District is required to maintain certain covenants or “promises” to maintain liquidity (days cash on hand of 50 days) and profitability (debt service coverage ratio of 1.20). A violation of either will allow the Bond Trustee (U.S. Bank) authorization to take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

The District’s days cash on hand increased from the prior month with the following results:

- end of March 2026: 52.9 days cash on hand
- end of April 2026: 66.9 days cash on hand

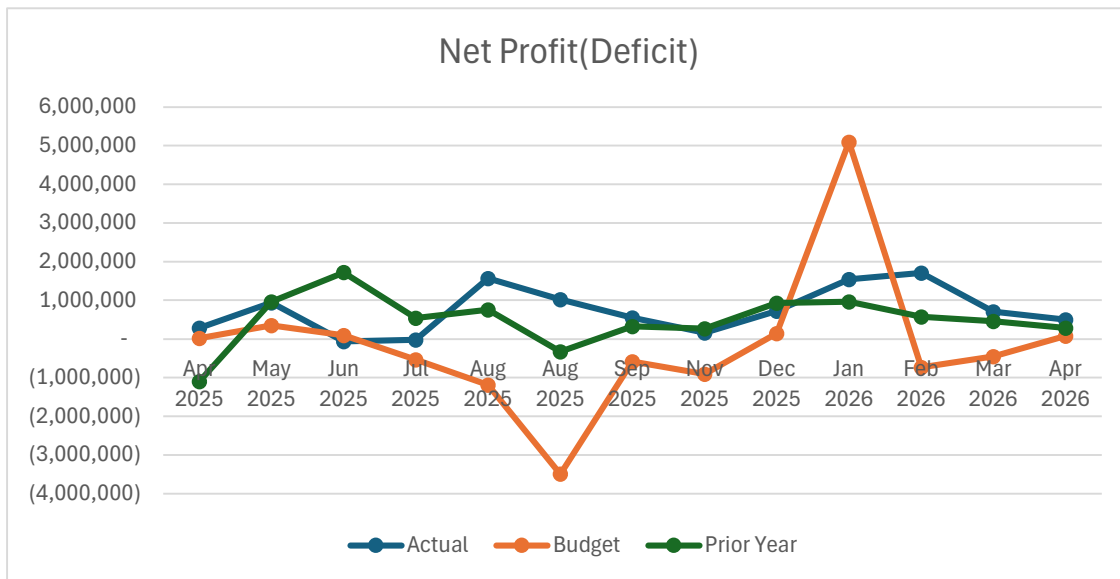


The District's debt service coverage ratio for April 2026 was 1.7 while the debt service coverage ratio for March 2026 was 3.2. The Distressed Hospital Loan program now has 12 months of current liability as payments started May 1, 2026.



Net Excess/(Deficit):

Fiscal year-to-date, District operations have resulted in a profit of \$8,447,999 against a budgeted profit of \$157,408, which is ahead of the prior year-to-date profit of \$4,767,457.



END OF REPORT

**IMPERIAL VALLEY HEALTHCARE DISTRICT
STATEMENT OF REVENUE AND EXPENSE**

LAST MONTH ACTUAL MARCH	LAST YEAR ACTUAL APRIL	THIS MONTH ACTUAL APRIL	THIS MONTH BUDGET APRIL	% VAR	FOR THE PERIOD ENDING APRIL 30, 2026					
					FYTD ACTUAL APRIL	FYTD BUDGET APRIL	% VAR	FYTD PRIOR YEAR APRIL	% VAR	
5,132	2,707	4,636	3,818	21.44%	ADJ PATIENT DAYS	45,241	38,169	18.53%	37,624	20.24%
1,752	1,110	1,638	1,645	-0.43%	INPATIENT DAYS	16,567	16,446	0.74%	16,136	2.67%
551	462	515	548	-6.02%	IP ADMISSIONS	5,314	5,480	-3.03%	5,085	4.50%
57	37	55	55	-0.43%	IP AVERAGE DAILY CENSUS	54	54	0.74%	53	2.67%
					GROSS PATIENT REVENUES					
16,606,443	17,673,178	16,486,563	19,440,985	-15.20%	INPATIENT REVENUE	170,043,834	194,409,849	-12.53%	192,642,041	-11.73%
2,133,453	4,502,920	2,049,350	4,252,010	-51.80%	DAILY HOSPITAL SERVICES	19,490,521	42,520,097	-54.16%	42,771,007	-54.43%
14,472,990	13,170,259	14,437,213	15,188,975	-4.95%	INPATIENT ANCILLARY	150,553,313	151,889,752	-0.88%	149,871,034	0.46%
32,033,045	25,433,294	30,178,511	25,678,909	17.52%	OUTPATIENT REVENUE	294,314,448	256,789,088	14.61%	256,543,474	14.72%
48,639,488	43,106,472	46,665,074	45,119,894	3.42%	TOTAL PATIENT REVENUES	464,358,282	451,198,937	2.92%	449,185,515	3.38%
					REVENUE DEDUCTIONS					
11,687,747	10,228,981	7,149,074	12,779,537	44.06%	MEDICARE CONTRACTUAL	114,902,686	127,795,371	10.09%	107,972,248	-6.42%
16,654,605	13,643,163	17,052,338	13,214,896	-29.04%	MEDICAL CONTRACTUAL	144,657,785	132,148,965	-9.47%	136,465,716	-6.00%
-1,836,204	-1,378,326	-1,558,849	-1,518,546	-2.65%	SUPPLEMENTAL PAYMENTS	-17,077,650	-15,185,465	-12.46%	-13,526,326	-26.25%
0	-467,741	0	0	100.00%	PRIOR YEAR RECOVERIES	-243,579	0	100.00%	-2,497,742	
5,856,425	6,797,466	9,739,746	5,408,650	-80.08%	OTHER DEDUCTIONS	70,551,938	54,086,501	-30.44%	72,953,858	3.29%
	8,600	0	0	0.00%	CHARITY WRITE OFFS	1,775,956	0	#DIV/0!	297,727	-496.51%
1,188,218	920,000	67,307	1,365,442	95.07%	BAD DEBT PROVISION	7,645,472	13,654,420	44.01%	9,218,743	17.07%
-4,167	0	-4,167	-4,167	0.00%	INDIGENT CARE WRITE OFFS	-37,503	-41,670	10.00%	-29,166	28.58%
33,546,625	29,752,144	32,445,449	31,245,812	-3.84%	TOTAL REVENUE DEDUCTIONS	322,175,106	312,458,122	-3.11%	310,855,059	-3.64%
15,092,863	13,354,328	14,219,625	13,874,082	2.49%	NET PATIENT REVENUES	142,183,176	138,740,815	2.48%	138,330,456	-2.79%
69.0%	69.0%	69.5%	69.3%			69.4%	69.3%	69.2%		
	0	0	4,167		OTHER OPERATING REVENUE					
438,451	372,539	652,244	461,008	41.48%	GRANT REVENUES	32,748	41,668		0	#DIV/0!
					OTHER	4,790,031	4,610,079	3.90%	4,521,609	5.94%
438,451	372,539	652,244	465,174	40.21%	TOTAL OTHER REVENUE	4,822,779	4,651,746	3.68%	4,521,609	6.66%
15,531,314	13,726,867	14,871,869	14,339,256	3.71%	TOTAL OPERATING REVENUE	147,005,955	143,392,562	2.52%	142,852,065	2.91%
					OPERATING EXPENSES					
6,355,786	6,237,213	6,387,757	6,644,201	3.86%	SALARIES AND WAGES	61,734,711	66,554,076	7.24%	63,384,210	2.60%
2,315,581	1,462,931	2,248,047	1,735,873	-29.51%	BENEFITS	16,924,558	17,358,733	2.50%	16,466,467	-2.78%
170,968	210,277	137,443	200,073	31.30%	REGISTRY & CONTRACT	1,760,829	2,078,730	15.29%	1,994,187	11.70%
8,842,335	7,910,421	8,773,246	8,580,148	-2.25%	TOTAL STAFFING EXPENSE	80,420,098	85,991,539	6.48%	81,844,864	1.74%
1,453,400	1,490,185	1,545,708	1,352,842	-14.26%	PROFESSIONAL FEES	15,915,281	13,528,421	-17.64%	13,431,489	-18.49%
1,702,698	1,405,314	1,597,725	1,703,891	6.23%	SUPPLIES	16,569,274	17,038,898	2.76%	16,323,082	-1.51%
557,492	459,333	572,716	651,618	12.11%	PURCHASED SERVICES	6,477,717	6,516,173	0.59%	6,178,727	-4.84%
520,643	662,344	628,824	649,520	3.19%	REPAIR & MAINTENANCE	6,173,709	6,496,895	4.97%	6,367,140	3.04%
371,466	331,604	371,466	276,880	-34.16%	DEPRECIATION & AMORT	3,343,208	2,916,914	-14.61%	3,027,938	-10.41%
217,145	224,447	227,251	246,806	7.92%	INSURANCE	2,527,892	2,468,057	-2.42%	2,302,966	-9.77%
262,387	244,297	228,320	202,342	-12.84%	HOSPITALIST PROGRAM	2,180,180	2,268,743	3.90%	2,065,379	-5.56%
899,754	784,905	557,220	894,578	37.71%	OTHER	8,660,170	8,952,120	3.26%	8,340,535	-3.83%
14,827,320	13,512,851	14,502,476	14,558,623	0.39%	TOTAL OPERATING EXPENSES	142,267,529	146,177,761	2.67%	139,882,120	-1.71%
703,994	214,016	369,393	-219,367	268.39%	TOTAL OPERATING MARGIN	4,738,426	-2,785,199	-270.13%	2,969,945	-59.55%
					NON OPER REVENUE(EXPENSE)					
-61,970	344	66,411	121,307	-45.25%	OTHER NON-OP REV (EXP)	-68,664	1,213,068	-105.66%	1,089,149	-106.30%
0	0	0	0	0.00%	FEMA FUNDS	2,078,448	0	100.00%	0	0.00%
117,632	117,632	117,632	225,987	-47.95%	DISTRICT TAX REVENUES	2,211,229	2,259,871	-2.15%	1,231,417	79.57%
-51,144	-51,196	-51,144	-53,033	3.56%	INTEREST EXPENSE	-511,440	-530,332	3.56%	-523,054	2.22%
4,518	66,780	132,899	294,260	-54.84%	TOTAL NON-OP REV (EXPENSE)	3,709,573	2,942,607	26.06%	1,797,512	106.37%
708,512	280,796	502,292	74,894	-570.67%	NET EXCESS / (DEFICIT)	8,447,999	157,408	-5266.93%	4,767,457	-77.20%
928.31	964.28	1,105.49	1,083.48	-2.03%	TOTAL PAID FTE'S (Inc Reg & Cont.)	1,141.56	1,320.45	13.55%	1,221.77	6.57%
839.30	837.21	763.04	770.14	0.92%	TOTAL WORKED FTE'S	987.62	1,027.96	3.92%	1,010.21	2.24%
16.49	21.15	15.28	20.93	27.01%	TOTAL CONTRACT FTE'S	17.94	21.46	16.41%	20.87	14.05%

IMPERIAL VALLEY HEALTHCARE DISTRICT
BALANCE SHEET AS OF APRIL 30, 2026

	<u>MARCH 2026</u>	<u>APRIL 2026</u>	<u>APRIL 2025</u>
ASSETS			
CURRENT ASSETS			
CASH	\$24,333,089	\$30,879,657	\$43,076,772
CASH - PEER ACCT	\$0	\$0	\$0
CASH - NORIDIAN AAP FUNDS	\$0	\$0	\$0
CASH - 3RD PRTY REPAYMENTS	-\$435,703	-\$435,703	\$0
CDs - LAIF & CVB	\$66,244	\$66,244	\$66,244
ACCOUNTS RECEIVABLE - PATIENTS	\$112,138,447	\$118,727,081	\$92,954,857
LESS: ALLOWANCE FOR BAD DEBTS	\$2,467,494	\$2,357,050	-\$2,655,434
LESS: ALLOWANCE FOR CONTRACTUALS	-\$73,739,650	-\$75,980,253	-\$72,040,469
NET ACCTS RECEIVABLE	\$40,866,291	\$45,103,878	\$18,258,954
	36.44%	37.99%	19.64%
ACCOUNTS RECEIVABLE - OTHER	\$30,998,823	\$20,824,622	\$27,649,375
COST REPORT RECEIVABLES	\$59,499	\$59,499	\$59,499
INVENTORIES - SUPPLIES	\$3,609,117	\$3,641,408	\$3,170,967
PREPAID EXPENSES	\$2,272,682	\$2,097,665	\$2,558,343
TOTAL CURRENT ASSETS	<u>\$101,770,042</u>	<u>\$102,237,270</u>	<u>\$94,840,154</u>
OTHER ASSETS			
PROJECT FUND 2017 BONDS	\$1,190,424	\$1,271,740	\$616,332
BOND RESERVE FUND 2017 BONDS	\$968,373	\$968,373	\$968,353
LIMITED USE ASSETS	\$96,117	\$12,028	\$10,198
NORIDIAN AAP FUNDS	\$0	\$0	\$0
GASB87 LEASES	\$60,529,359	\$60,529,359	\$64,931,450
OTHER ASSETS PROPERTY TAX PROCEEDS	\$269,688	\$269,688	\$269,688
OTHER INVESTMENTS	\$420,000	\$420,000	\$420,000
UNAMORTIZED BOND ISSUE COSTS			
TOTAL OTHER ASSETS	<u>\$63,473,960</u>	<u>\$63,471,188</u>	<u>\$67,216,021</u>
PROPERTY, PLANT AND EQUIPMENT			
LAND	\$6,883,276	\$6,883,276	\$2,633,026
BUILDINGS & IMPROVEMENTS	\$63,870,530	\$63,870,530	\$63,118,597
EQUIPMENT	\$69,276,813	\$69,382,554	\$66,017,727
CONSTRUCTION IN PROGRESS	\$6,355,536	\$6,670,320	\$110,766
LESS: ACCUMULATED DEPRECIATION	-\$106,522,271	-\$106,893,737	-\$102,776,931
NET PROPERTY, PLANT, AND EQUIPMENT	<u>\$39,863,883</u>	<u>\$39,912,943</u>	<u>\$29,103,185</u>
TOTAL ASSETS	<u>\$205,107,886</u>	<u>\$205,621,401</u>	<u>\$191,159,360</u>

IMPERIAL VALLEY HEALTHCARE DISTRICT
BALANCE SHEET AS OF APRIL 30, 2026

	<u>MARCH 2026</u>	<u>APRIL 2026</u>	<u>APRIL 2025</u>
LIABILITIES AND FUND BALANCES			
CURRENT LIABILITIES			
ACCOUNTS PAYABLE - CASH REQUIREMENTS	\$4,511,686	\$5,908,658	\$3,986,749
ACCOUNTS PAYABLE - ACCRUALS	\$3,844,451	\$3,980,383	\$9,109,714
PAYROLL & BENEFITS PAYABLE - ACCRUALS	\$7,102,168	\$5,100,814	\$7,092,710
COST REPORT PAYABLES & RESERVES	-\$435,703	-\$435,703	\$0
NORIDIAN AAP FUNDS	\$0	\$0	\$0
CURR PORTION- GO BONDS PAYABLE	\$0	\$0	\$0
CURR PORTION- 2017 REVENUE BONDS PAYABLE	\$335,000	\$335,000	\$0
INTEREST PAYABLE- GO BONDS	\$1,917	\$1,917	\$1,917
INTEREST PAYABLE- 2017 REVENUE BONDS	\$640,029	\$693,158	\$374,383
OTHER - TAX ADVANCE IMPERIAL COUNTY	\$0	\$0	\$0
DEFERRED HHS CARES RELIEF FUNDS	\$0	\$0	\$0
CURR PORTION- LEASE LIABILITIES(GASB 87)	\$4,071,774	\$4,071,774	\$3,756,205
SKILLED NURSING OVER COLLECTIONS	\$3,595,143	\$3,783,676	\$2,064,596
CURR PORTION- SKILLED NURSING CTR ADVANCE	\$0	\$0	\$0
CURRENT PORTION OF LONG-TERM DEBT	\$1,037,037	\$6,222,222	\$1,037,037
TOTAL CURRENT LIABILITIES	\$24,703,502	\$29,661,899	\$27,423,311
LONG TERM DEBT AND OTHER LIABILITIES			
PMH RETIREMENT FUND - ACCRUAL	\$118,199	\$358,199	\$991,305
NOTES PAYABLE - EQUIPMENT PURCHASES	\$0	\$0	\$0
LOANS PAYABLE - DISTRESSED HOSP. LOAN	\$26,962,963	\$21,777,778	\$26,962,963
LOANS PAYABLE - CHFFA NDPH	\$0	\$0	\$0
BONDS PAYABLE G.O BONDS	\$0	\$0	\$0
BONDS PAYABLE 2017 SERIES	\$14,111,165	\$14,109,180	\$14,468,003
LONG TERM LEASE LIABILITIES (GASB 87)	\$58,207,090	\$58,207,090	\$62,267,845
DEFERRED REVENUE -CHW	\$0	\$0	\$0
DEFERRED PROPERTY TAX REVENUE	\$275,438	\$275,438	\$275,438
TOTAL LONG TERM DEBT	\$99,674,856	\$94,727,685	\$104,965,554
FUND BALANCE AND DONATED CAPITAL	\$72,783,818	\$72,783,818	\$54,003,028
NET SURPLUS (DEFICIT) CURRENT YEAR	\$7,945,710	\$8,448,001	\$4,767,467
TOTAL FUND BALANCE	\$80,729,528	\$81,231,819	\$58,770,495
TOTAL LIABILITIES AND FUND BALANCE	\$205,107,886	\$205,621,403	\$191,159,360

IMPERIAL VALLEY HEALTHCARE DISTRICT

STATEMENT OF REVENUE AND EXPENSE - 12 Month Trend

	1	2	3	4	5	6	7	8	9	10	11	12	YTD
	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	Apr-26
ADJ PATIENT DAYS	3,686	3,714	4,647	4,044	4,407	3,843	3,835	4,616	5,099	5,048	5,454	4,636	52,758
INPATIENT DAYS	1,542	1,632	1,684	1,458	1,651	1,435	1,472	1,766	1,849	1,862	1,862	1,638	19,851
IP ADMISSIONS	551	538	555	500	518	486	519	591	544	535	535	515	6,387
IP AVERAGE DAILY CENSUS	50	54	54	47	55	48	49	57	60	67	60	55	656
GROSS PATIENT REVENUES													
INPATIENT REVENUE	19,122,305	19,132,498	16,407,174	15,807,716	17,579,003	18,708,455	16,577,828	17,717,202	17,454,567	16,698,885	16,606,443	16,486,563	208,298,639
DAILY HOSPITAL SERVICES	4,627,358	4,467,121	1,774,557	1,896,971	1,848,468	1,986,576	1,928,149	2,046,747	2,014,155	1,812,095	2,133,453	2,049,350	28,585,001
INPATIENT ANCILLARY	14,494,947	14,665,377	14,632,616	13,910,745	15,730,535	16,721,879	14,649,679	15,670,455	15,440,412	14,886,790	14,472,990	14,437,213	179,713,639
OUTPATIENT ANCILLARY	26,581,622	24,402,953	28,872,822	28,033,507	29,339,945	31,397,710	26,610,818	28,589,731	30,681,714	28,576,645	32,033,045	30,178,511	345,299,024
TOTAL PATIENT REVENUES	45,703,927	43,535,451	45,279,996	43,841,223	46,918,948	50,106,165	43,188,646	46,306,933	48,136,281	45,275,530	48,639,488	46,665,074	553,597,663
REVENUE DEDUCTIONS													
MEDICARE CONTRACTUAL	10,173,409	7,188,611	10,914,920	9,513,796	13,253,122	12,400,237	12,107,072	10,865,907	11,459,208	12,701,740	11,687,747	7,149,074	129,414,843
MEDICAL CONTRACTUAL	13,219,010	9,340,656	13,887,933	12,434,283	13,701,424	15,868,842	14,854,153	13,155,413	14,173,721	12,526,206	16,654,605	17,052,338	166,868,585
SUPPLEMENTAL PAYMENTS	-1,453,003	-1,026,703	-1,322,496	8,526,807	-1,574,256	-1,573,242	-3,053,795	-1,558,849	-1,559,145	-1,558,849	-1,836,204	-1,558,849	-9,548,584
PRIOR YEAR RECOVERIES	0	0	0	994,668	0	-243,579	0	0	0	0	0	0	751,089
OTHER DEDUCTIONS	8,500,637	6,006,617	6,876,265	-4,235	5,605,549	7,821,997	4,893,665	9,044,769	8,483,492	6,762,298	5,856,425	9,739,746	79,587,225
CHARITY WRITE OFFS	188,266	133,030	2,926	159,173	1,375,831	390,992	0	0	0	0	0	0	2,250,219
BAD DEBT PROVISION	920,000	650,079	872,185	-1,396,479	38,784	1,106,077	1,006,077	500,000	939,836	833,587	1,188,218	67,307	6,725,671
INDIGENT CARE WRITE OFFS	0	0	0	0	-4,167	-4,167	-4,167	-4,167	-4,167	-4,167	-4,167	-4,167	-33,336
TOTAL REVENUE DEDUCTIONS	31,548,319	22,292,290	31,231,733	30,228,014	32,396,287	35,767,157	29,803,005	32,003,073	33,492,945	31,260,815	33,546,625	32,445,449	376,015,711
NET PATIENT REVENUES	14,155,608	21,243,161	14,048,263	13,613,209	14,522,661	14,339,008	13,385,641	14,303,860	14,643,336	14,014,715	15,092,863	14,219,625	177,581,952
	69.03%	51.20%	68.97%	68.95%	69.05%	71.38%	69.01%	69.11%	69.58%	69.05%	68.97%	69.53%	67.92%
OTHER OPERATING REVENUE													
GRANT REVENUES	0	0	0	0	0	0	0	0	0	0	0	0	0
OTHER	311,185	571,500	339,253	424,312	457,484	887,444	322,016	642,090	343,826	315,660	438,451	652,244	5,705,465
TOTAL OTHER REVENUE	311,185	571,500	339,253	424,312	457,484	887,444	322,016	642,090	343,826	315,660	438,451	652,244	5,705,465
TOTAL OPERATING REVENUE	14,466,793	21,814,661	14,387,516	14,037,521	14,980,145	15,226,452	13,707,657	14,945,950	14,987,162	14,330,375	15,531,314	14,871,869	183,287,417
OPERATING EXPENSES													
SALARIES AND WAGES	6,278,514	6,361,973	6,223,056	6,189,444	6,240,870	6,463,090	6,119,637	6,289,771	6,000,604	5,464,696	6,355,786	6,387,757	74,375,198
BENEFITS	844,172	1,692,653	1,346,466	1,436,464	1,241,463	1,598,931	1,838,087	1,727,228	1,494,165	1,678,127	2,315,581	2,248,047	19,461,383
REGISTRY & CONTRACT	233,655	149,099	191,671	114,483	157,463	183,055	183,990	184,189	205,392	232,175	170,968	137,443	2,143,583
TOTAL STAFFING EXPENSE	7,356,341	8,203,725	7,761,193	7,740,391	7,639,796	8,245,076	8,141,714	8,201,188	7,700,161	7,374,998	8,842,335	8,773,246	95,980,164
PROFESSIONAL FEES	1,435,269	3,832,524	1,562,084	1,733,156	1,691,793	1,474,067	1,353,338	1,713,260	1,665,655	1,722,820	1,453,400	1,545,708	21,183,074
SUPPLIES	1,678,334	1,854,283	1,711,274	1,555,753	1,562,601	1,893,608	1,529,212	1,620,743	1,452,740	1,942,921	1,702,698	1,597,725	20,101,892
PURCHASED SERVICES	667,131	719,599	601,430	680,238	693,069	730,849	728,043	675,807	644,794	593,279	557,492	572,716	7,864,447
REPAIR & MAINTENANCE	733,946	601,686	713,336	617,305	666,485	471,500	603,894	674,653	655,292	621,776	520,643	628,824	7,509,340
PHYSICIAN GUARANTEES	0	0	0	0	0	0	0	0	0	0	0	0	0
DEPRECIATION & AMORT	305,281	299,579	309,556	309,566	309,556	309,556	309,555	309,555	371,466	371,466	371,466	371,466	3,948,068
INSURANCE	222,120	58,380	246,647	286,130	292,266	273,371	326,217	223,636	207,264	227,964	217,145	227,251	2,808,391
HOSPITALIST PROGRAM	207,916	292,881	295,732	244,175	253,042	256,382	164,853	0	253,111	222,178	262,387	228,320	2,680,977
OTHER	1,008,868	1,741,873	879,760	908,378	989,919	1,170,707	849,319	948,025	616,764	840,324	899,754	557,220	11,410,911
TOTAL OPERATING EXPENSES	13,615,206	17,604,530	14,081,012	14,075,092	14,098,527	14,825,116	14,006,145	14,366,867	13,567,247	13,917,726	14,827,320	14,502,476	173,487,264
TOTAL OPERATING MARGIN	851,587	4,210,131	306,504	-37,571	881,618	401,336	-298,488	579,083	1,419,915	412,649	703,994	369,393	9,800,153
NON OPER REVENUE(EXPENSE)													
OTHER NON-OPS REVENUE	16,003	94,548	-1,109,043	171,783	68,041	79,378	391,419	77,861	53,158	194,298	-61,970	66,411	41,887
FEMA FUNDS	0	0	715,753	0	0	0	0	0	0	0	0	0	715,753
DISTRICT TAX REVENUES	117,632	350,067	117,632	117,632	117,632	117,632	117,632	117,632	117,632	1,152,541	117,632	117,632	2,678,928
INTEREST EXPENSE	-51,144	-51,144	-51,144	-51,144	-51,144	-51,144	-51,144	-51,144	-51,144	-51,144	-51,144	-51,144	-613,728
CARES HHS/ FEMA RELIEF FUNDING	0	0	0	1,362,695	0	0	0	0	0	0	0	0	1,362,695
TOTAL NON-OPS REVENUE(EXPENSE)	82,491	393,471	-326,802	1,600,966	134,529	145,866	457,907	144,349	119,646	1,295,695	4,518	132,899	4,185,535
NET EXCESS / (DEFICIT)	934,078	4,603,602	-20,298	1,563,395	1,016,147	547,202	159,419	723,432	1,539,561	1,708,344	708,512	502,292	13,985,688
TOTAL PAID FTE'S (Inc Reg & Cont.)	1,011.14	1,129.64	1,191.95	1,276.95	954.26	1,017.98	1,107.43	1,195.88	1,290.19	1,359.90	928.31	1,105.49	1,130.76
TOTAL WORKED FTE'S	915.77	991.52	1,049.86	1,137.05	853.38	922.31	987.18	1,017.82	1,098.47	1,218.48	839.30	763.04	982.85
TOTAL CONTRACT FTE'S	21.06	15.28	19.86	14.68	16.53	17.51	18.53	18.77	19.23	22.88	16.49	15.28	18.01
PAID FTE'S - HOSPITAL	860.70	1,024.79	1,089.84	1,124.91	850.19	913.90	999.88	1,085.17	1,139.27	1,252.57	827.59	957.71	1,010.54
WKD FTE'S - HOSPITAL	785.41	900.06	960.18	1,003.78	762.67	831.61	896.47	933.80	975.26	1,127.18	751.52	638.65	880.55

Imperial Valley Healthcare District - Financial Indicators Report
(Based on Prior 12 Months Activities)
For The 12 Months Ending: March 31, 2026
excludes: GO bonds tax revenue, int exp and debt.

1. Debt Service Coverage Ratio

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

$$\begin{aligned} \text{Formula:} & \quad \frac{\text{Cash Flow + Interest Expense}}{\text{Principal Payments Due + Interest}} \\ \text{DSCR} = & \quad \frac{\$18,547,471}{\$10,907,724} = \mathbf{1.70} \end{aligned}$$

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

2. Days Cash on Hand Ratio

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

$$\begin{aligned} \text{Formula:} & \quad \frac{\text{Cash + Marketable Securities}}{\frac{\text{Operating Expenses, Less Depreciation}}{365 \text{ Days}}} \\ \text{DCOHR} = & \quad \frac{\$30,510,198}{\frac{\$166,401,758}{365}} = \mathbf{66.9} \end{aligned}$$

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

3. Long-Term Debt to Capitalization Ratio

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

$$\begin{aligned} \text{Formula:} & \quad \frac{\text{Long-term Debt}}{\text{Long-term Debt + Fund Balance (Total Capital)}} \\ \text{L.T.D.-C.R.} = & \quad \frac{\$104,388,044}{\$185,619,863} = \mathbf{56.2} \end{aligned}$$

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

10 Months 4/30/2026

	Current Month 4/30/2026	Year-To-Date 10 Month 4/30/2026
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net Income (Loss)	502,291	8,448,002
Adjustments to Reconcile Net Income to Net Cash Provided by Operating Activities:		
Depreciation	\$371,466	\$3,343,210
(Increase)/Decrease in Net Patient Accounts Receivable	(\$4,237,587)	(\$16,039,938)
(Increase)/Decrease in Other Receivables	\$10,174,201	\$9,024,932
(Increase)/Decrease in Inventories	(\$32,291)	(\$592,572)
(Increase)/Decrease in Pre-Paid Expenses	\$175,017	\$9,112
(Increase)/Decrease in Other Current Assets	\$0	\$3,233,154
Increase/(Decrease) in Accounts Payable	\$1,396,972	\$2,243,531
Increase/(Decrease) in Notes and Loans Payable	\$135,932	(\$5,939,258)
Increase/(Decrease) in Accrued Payroll and Benefits	(\$2,001,354)	(\$2,317,141)
Increase/(Decrease) in Accrued Expenses	\$0	\$0
Increase/(Decrease) in Patient Refunds Payable	\$0	\$0
Increase/(Decrease) in Third Party Advances/Liabilities	\$0	\$0
Increase/(Decrease) in Other Current Liabilities	\$5,238,314	\$5,280,773
Net Cash Provided by Operating Activities:	11,722,960	\$6,693,805
CASH FLOWS FROM INVESTING ACTIVITIES:		
Purchase of property, plant and equipment	(\$420,526)	(\$7,563,218)
(Increase)/Decrease in Limited Use Cash and Investments	\$84,089	(\$10,241)
(Increase)/Decrease in Other Limited Use Assets	(\$81,317)	(\$812,083)
(Increase)/Decrease in Other Assets	\$0	\$0
Net Cash Used by Investing Activities	(\$417,754)	(\$8,385,543)
CASH FLOWS FROM FINANCING ACTIVITIES:		
Increase/(Decrease) in Bond/Mortgage Debt	(\$1,985)	(\$19,853)
Increase/(Decrease) in Capital Lease Debt	(\$5,185,185)	(\$5,185,185)
Increase/(Decrease) in Other Long Term Liabilities	\$428,532	\$992,985
Net Cash Used for Financing Activities	(\$4,758,639)	(\$4,212,053)
(INCREASE)/DECREASE IN RESTRICTED ASSETS	\$0	\$0
Net Increase/(Decrease) in Cash	\$6,546,568	(\$5,903,790)
Cash, Beginning of Period	\$23,963,630	\$36,413,989
Cash, End of Period	\$30,510,198	\$30,510,198



Key Operating Indicators April 2026

	Month			YTD		
	ACTUAL	BUDGET	PRIOR YR	ACTUAL	BUDGET	PRIOR YR
Volumes						
Admits	515	548	462	5,314	5,480	5,085
ICU	67	115	106	962	1,148	1,139
Med/Surgical	1,155	976	797	11,007	9,764	9,585
Newborn ICU	66	113	72	943	1,126	1,085
Pediatrics	48	66	89	616	661	684
Obstetrics	302	375	271	3,039	3,747	3,643
Total Patient Days	1,638	1,645	1,335	16,567	16,446	16,136
Adjusted Patient Days	4,636	3,818	3,256	45,241	38,172	37,624
Average Daily Census	55	55	45	54	54	53
Average Length of Stay	2.62	3.00	2.45	2.05	2.99	2.81
Deliveries	92	177	266	974	1,769	1,760
E/R Visits	3,640	3,668	3,839	37,244	36,679	38,706
Surgeries	288	295	277	2,319	2,947	3,356
Wound Care	281	137	292	2,871	1,372	2,940
Pioneers Health Center	2,707	2,461	2,655	25,234	24,609	26,852
Calexico Visits	1,033	873	1,174	9,873	8,734	9,599
Pioneers Children	741	839	728	6,993	8,394	7,518
Outpatients (non-ER/Clinics)	6,643	7,104	6,966	64,902	71,036	68,201
Surgical Health	43	62	58	566	623	539
Urology	238	328	315	2,522	3,276	3,417
WHAP	369	394	367	3,389	3,943	4,086
C-WHAP	539	518	419	5,100	5,184	3,663
CDLD	241	62	137	1,737	617	785
Skilled Nursing	2,218	2,435	2,149	21,552	24,349	21,951
FTE's						
Worked	763.04	770.14	837.21	987.62	1,027.96	1,010.21
Paid	1,105.49	1,083.48	964.28	1,141.56	1,320.45	1,221.77
Contract FTE's	15.28	20.93	21.15	17.94	21.46	20.87
FTE's APD (Worked)	4.94	6.05	7.71	6.64	8.19	8.16
FTE's APD (Paid)	7.15	8.51	8.88	7.67	10.52	9.87
Net Income						
Operating Revenues	14,871,869	14,339,256	13,726,868	147,005,955	\$143,392,562	142,852,065
Operating Margin	369,393	(219,367)	214,018	4,738,426	-\$2,785,199	2,969,945
Operating Margin %	2.5%	-1.5%	1.6%	3.2%	-1.9%	2.1%
Total Margin	502,292	74,894	280,798	8,447,999	\$157,408	4,767,457
Total Margin %	3.4%	0.5%	2.0%	5.7%	0.1%	3.3%

Exhibit A - April 2026

Key Volume Stats -Trend Analysis

	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total	YTD
Deliveries														
Actual	95	104	97	99	90	121	89	84	103	92	0	0	974	974
Budget	162	181	195	171	187	200	162	156	178	177	177	177	2,123	1,769
Prior FY 2025	152	167	184	159	167	170	148	169	178	266	141	110	2,201	1,760
E/R Visits														
Actual	3,297	3,346	3,710	3,318	3,605	3,849	4,154	4,062	4,263	3,640	0	0	37,244	37,244
Budget	3,509	3,338	3,463	3,408	3,629	4,624	3,804	3,442	3,794	3,668	3,668	3,668	44,015	36,679
Prior FY 2025	3,728	3,498	3,597	3,590	3,817	4,803	4,125	3,654	4,055	3,839	3,678	3,285	43,064	38,706
Surgeries														
Total Actual	261	258	236	222	189	186	197	211	271	288	0	0	2,319	2,319
Total Budget	335	309	275	295	301	331	312	219	275	295	295	295	3,537	2,947
Prior FY 2025	312	403	369	452	323	304	366	251	299	277	287	233	3,510	3,356
Caalexico														
Actual	1,124	961	1,002	914	900	958	974	986	1,021	1,033	0	0	9,873	9,873
Budget	722	760	831	906	776	891	957	944	1,074	873	873	873	10,480	8,734
Prior FY 2025	621	675	829	915	1,119	1,232	1,012	948	1,074	1,174	923	1,034	11,556	9,599
Pioneers Health Center														
Actual	2,654	2,539	2,630	2,251	2,269	2,485	2,552	2,506	2,641	2,707	0	0	25,234	25,234
Budget	2,186	2,396	2,320	2,678	2,377	2,305	2,809	2,483	2,594	2,461	2,461	2,461	29,531	24,609
Prior FY 2025	1,937	2,115	2,308	2,688	3,473	3,496	2,856	2,580	2,744	2,655	2,599	2,584	32,035	26,852
Pioneers Children														
Actual	660	734	766	622	573	673	754	748	722	741	0	0	6,993	6,993
Budget	723	799	846	906	858	881	905	798	839	839	839	839	10,072	8,394
Prior FY 2025	358	376	765	841	1,009	984	878	734	845	728	749	659	8,926	7,518
Outpatients														
Actual	6,548	6,085	6,669	5,825	5,974	6,617	6,933	6,399	7,209	6,643	0	0	64,902	64,902
Budget	7,094	6,949	7,889	7,775	5,951	6,154	7,941	7,663	6,516	7,104	7,104	7,104	85,244	71,036
Prior FY 2025	6,314	6,270	6,378	6,780	6,531	7,619	7,471	6,911	6,961	6,966	6,484	6,092	80,777	68,201
Wound Care														
Actual	297	281	272	323	237	272	280	303	325	281	0	0	2,871	2,871
Budget	197	160	118	122	119	136	167	112	104	137	137	137	1,646	1,372
Prior FY 2025	270	327	332	326	251	258	293	304	287	292	242	270	3,452	2,940
WHAP														
Actual	378	373	383	324	276	327	321	281	357	369	0	0	3,389	3,389
Budget	378	513	392	415	391	379	425	320	336	394	394	394	4,731	3,943
Prior FY 2025	330	443	388	414	688	362	427	325	342	367	375	369	4,830	4,086
C-WHAP														
Actual	738	657	651	424	403	414	362	383	529	539	0	0	5,100	5,100
Budget	465	457	588	610	558	583	581	379	445	518	518	518	6,220	5,184
Prior FY 2025	131	95	365	403	552	400	425	441	432	419	599	588	4,850	3,663



DATE: May 19, 2026

TO: Imperial Valley Healthcare District Board of Directors

FROM: Ramaiah Indudhara, M.D; Chief of Staff, Pioneers Memorial Hospital
Ameen Alshareef, M.D, Chairman, Vice Chief of Staff, Pioneers Memorial Hospital

SUBJ: PMH Medical Staff Recommendations for Approval

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

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

1. Recommend **Reappointment** effective **July 1, 2026** for the following:
 - Afshar, Masoud, MD Nephrology
 - Alshareef, Ameen, MD Pediatrics
 - Fareed, George, MD Family Medicine, Wound Care
 - Gocke, Stephen, MD OB/GYN (Change to Courtesy)
 - Kapoor, Vishwa, MD Pediatrics (Change to Courtesy)
 - Mahendrakar, Vijaykanth, MD Family Medicine (Change to Courtesy)
 - Maloof, George, MD Internal Medicine
 - Mani, Majid, MD Ophthalmology
 - Padron-Spence, Clara, MD Family Medicine
 - Raissi Shabari, Farshad, MD Cardiology
 - Rohrer, Rebecca, MD Teleradiology
 - Sampat, Unnati, MD Internal Medicine (Change to Courtesy)
 - Tang, James, MD Family Medicine (Change to Courtesy)
 - Tristan, Luz, MD Pediatrics
 - Zadeh, Hamid, MD OB/GYN
 - Blais, Jean-Frederick, CRNA Nurse Anesthetist
2. Recommend acceptance of Resignation for the following:
 - Khayyat, Omar, MD Internal Medicine (Effective 4/8/2026)
 - Roll, Brianna, MD Internal Medicine (Effective 4/30/2026)
3. Recommend Change to Privileges for the following:
 - Monis, Sayed, MD Pain Medicine
4. Recommend acceptance of the following policies/forms:
 - Care and Management of the Midline Catheter (CLN-00111)
 - Controlled Substances (CLN-02955)
 - EQUIP Clinical Image Quality - Mammography (CLN-00882)
 - Genital Specimens Processing and Interpretation (MIC-040)
 - **Hospital Emergency Codes** (EOC-00175)
 - Immediate Relief of Distress from Acute Pain, Fever and Nausea (CLN-01929)
 - **Infection Control Plan** (CLN-02341)
 - Interventional Radiology Surgery Post Op Order (OR-00600B)
 - Interventional Radiology Surgery Pre Op Order (OR-00600)
 - Isolation Guidelines (CLN-02308)
 - Laboratory Specimen Collection, Storage and Transport (MIC-027)
 - Pediatric Weight Based Dosing (CLN-02863)
 - Pre Op Orders for Bronchoscopy – Dr. Krutzik (OR-00502)
 - **Qualifications, Duties and Responsibilities of the Laboratory Medical Director** (LAD-035)
 - Screening and Imaging of Pregnant or Potentially Pregnant Adolescents or Women With Ionizing Radiations- WI (CLN-00529)

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

5. Mr. Bjornberg will no longer be employed by the district effective May 29, 2026. A decision has not yet been made with respect to an interim CEO.
6. We continue to work with the Bond Holders towards the merger.
7. Financial reports for April were not yet available. We are holding approximately \$25M in Medicare billing pending updates and corrections to their systems.
8. Joint Commission was here for their first survey. There were some findings, including unsigned verbal orders and potential duplicate orders for pain management, which we may need to challenge. In addition, there was a moderate finding for Medical Staff with respect to the FPPE process. We may be able to challenge this finding as we do have a policy in place.
9. It was reported that it has been 240 days since documented CLABSI was at PMH and 104 days since a CAUTI was reported. SSI with superficial 41 days, PSI4 Surgical Death in hospital, 23 days, PE or DVT 118 days and 200 days for Sepsis Post Op. For Med/Surg and ICU, April, PMH has mortality rate of 1.3%, ECRMC 5%. The ALOS for PMH April was 4.34 and ECRMC was 5.15 – the California benchmark is 4.6 days.
10. Clinical Service and Committee Reports:
 - o Hospitalists – No report.
 - o Medicine – Dr. Krutzik reported that we need to have Vent Management as a part of core procedures for Hospitalists, this is a work in progress. .
 - o Pathology – Dr. Kay had no separate report.
 - o Emergency Medicine – Committee met and discussed medication alerts, printing aftercare instructions, and the decision to fly out orthopedic emergencies.
 - o Surgery– Dr. Whyte stated that they are meeting this week.
 - o Anesthesia - Dr. Larra had no report at this time.
 - o OB/GYN – Dr. Bean stated that there continue to be physician staffing needs for the department. In addition, breast biopsies were discussed. A process has been identified for these to resume.
 - o Pediatrics – Job Description for NICU NP was approved. Move forward with the process.
 - o Medical Imaging – Dr. Rapp did not have a department meeting this month.
 - o Ambulatory Services – No report.
 - o Credentials & Bylaws – Approved information above. In addition, the pre-application process was discussed. This will be revisited at the time of the merger prior to implementation of changes.
 - o MSQC – approved policies as listed above.
 - o Utilization Management – Reported was that the PMH Average Length of Stay is 4.38 for April. Acute Case Mix Index is 1.564 overall.

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

Respectfully submitted,

Ameen Alshareef, M.D.
Vice Chief of Staff, Medical Executive Committee, PMH
Chairman, Clinical Service of Pediatrics
Pioneers Memorial Hospital
AA/cb

POLICIES FOR APPROVAL AT BOARD

	Policy	Policy No.	Page #	Revisions (see policy for full description)
1.	Hospital Emergency Codes	EOC-00175	<ul style="list-style-type: none"> 1-7 	<ul style="list-style-type: none"> Revised header to IVHD. Replaced PMHD with PMH in the entire policy. Added section 5.2.3 CODE NEO – Newborn Team consists of a NICU based intra-disciplinary team that responds to all neonatal emergencies at Pioneers Memorial Hospital. Added section 5.2.4 To report a CODE NEO dial 4-4-4-4 from any hospital phone and report the incident to the switchboard. The switchboard operator will announce it over the intercom system Added section 5.2.5 The CODE NEO:-.The team consists of an NICU Advanced NRP RN, RCP, and a Pediatrician Added section 5.2.6 Refer to policy CLN-02534, Neonatal "Code Neo" Guidelines. New reference added 6.15 PMH Code Neo – CLN-02534 Revised with no further changes.
2.	Infection Control Plan	CLN-02341	<ul style="list-style-type: none"> 8-14 	<ul style="list-style-type: none"> Total policy revision for compliance with The Joint Commission.
3.	Qualifications, Duties and Responsibilities of the Laboratory Medical Director	LAD-035	<ul style="list-style-type: none"> 15-17 	<ul style="list-style-type: none"> 2-year review; no changes.

Imperial Valley HealthCare District

Title: Hospital Emergency Codes		Policy No. EOC-00175
		Page 1 of 7
Current Author: Jorge Mendoza		Effective: 5/30/1983
Latest Review/Revision Date: 09/2025		Manual: EOC / Emergency Management

Collaborating Departments: Facilities, Patient Registration, Safety/Security, NICU		Keywords: Hospital Incident Command System; emergency preparedness; HICS		
Approval Route: List all required approval				
MARCC X	PSQC	Other: <u>Safety Committee X</u>		
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 To establish standardized hospital emergency codes in accordance with the statewide emergency preparedness plan.

2.0 Scope: District wide

3.0 Policy:

- 3.1 All District employees shall be familiar with the PMH Emergency Codes and what role he/she will be responsible for in the event of an emergency.
- 3.2 Education on the PMH Emergency Codes will be provided for all new PMH employees and will be included in the annual orientation for current employees.
- 3.3 Emergency codes are only used on the main hospital campus; all employees are expected to be familiar with the responses.

4.0 Definitions: Not applicable

5.0 Procedure:

- 5.1 CODE RED – Implement Fire Plan
 - 5.1.1 If you discover a fire, follow the RACE mnemonic:
 - 5.1.1.1 R – Rescue
 - 5.1.1.2 A – Alarm
 - 5.1.1.3 C – Contain/Confine
 - 5.1.1.4 E – Extinguish
 - 5.1.2 To report a fire dial 4-4-4-4 from any hospital phone and report the incident to the switchboard. The switchboard operator will announce the CODE RED over the intercom system. In addition, a fire can be reported by pulling the lever on any red, wall-mounted pull station.
 - 5.1.3 Available hospital employees will respond to the incident location.
 - 5.1.4 Duties – Upon hearing the CODE RED, grab a fire extinguisher and report to the fire area. Follow the PASS (Pull, Aim, Squeeze, Sweep) procedure on how to properly use a fire extinguisher. Assist in removing patients in immediate danger to a safe area away from fire. Close all doors as you leave the fire area and turn on hallway lighting. If safe, fight fire until Fire Department arrives. Position yourself between the fire and a safe exit so as not to cut you off from escape.
- 5.2 CODE BLUE – Should be called for any potentially life-threatening medical condition

Imperial Valley HealthCare District

Title: Hospital Emergency Codes		Policy No. EOC-00175
		Page 2 of 7
Current Author: Jorge Mendoza		Effective: 5/30/1983
Latest Review/Revision Date: 09/2025	Manual: EOC / Emergency Management	

- 5.2.1 To report a CODE BLUE dial 4-4-4-4 from any hospital phone and report the incident to the switchboard or push a code blue button in the room if applicable. The switchboard operator will announce it over the intercom system.
- 5.2.2 An ED nurse, ICU nurse, Cardiopulmonary Tech, Lab Phlebotomist, Radiology Tech, House Supervisor, and the ED Physician will respond on all CODE BLUE announcements.
- 5.2.3 CODE NEO – Newborn Team consists of a NICU based intra-disciplinary team that responds to all neonatal emergencies at Pioneers Memorial Hospital.
- 5.2.4 To report a CODE NEO dial 4-4-4-4 from any hospital phone and report the incident to the switchboard. The switchboard operator will announce it over the intercom system.
- 5.2.5 The CODE NEO:-.The team consists of an NICU Advanced NRP RN, RCP, and a Pediatrician.
- 5.2.6
- 5.2.7 Refer to policy CLN-02534, Neonatal "Code Neo" Guidelines.
- 5.1 CODE PINK – Infant abduction
 - 5.1.1 To report a CODE PINK dial 4-4-4-4 from any hospital phone and report the incident to the switchboard who will announce it over the intercom system.
 - 5.1.2 Proceed to the Exit doors nearest to your department or exits not yet monitored and secure exits.
 - 5.1.3 Prevent anyone from exiting the hospital, if possible, without attempting to physically stop them from leaving.
 - 5.1.4 Follow anyone that looks suspicious and report description to Security.
 - 5.1.5 If you can safely follow the abductor to their vehicle, get a vehicle description as well with vehicle license numbers.
- 5.2 CODE YELLOW – Arrival of critical trauma patient in Emergency Department
 - 5.2.1 A CODE YELLOW will be activated by the Emergency Department Charge Nurse or designee upon notification of an arriving critical trauma patient.
 - 5.2.2 Designated individuals will respond to the Emergency Department to stabilize the trauma patient upon arrival. The Trauma Team includes the ED Physician, ED Nurse, Radiology Tech, ICU Nurse, Cardiopulmonary Tech, Lab Phlebotomist, House Supervisor.
 - 5.2.3 The goal is to quickly stabilize the patient and, if a staff Surgeon and an operating room with surgical staff are not readily available to provide definitive care, then prepare patient for immediate transfer to a higher-level Trauma Center in a neighboring jurisdiction.
- 5.3 CODE TRIAGE – For internal and/or external disaster
 - 5.3.1 Disasters can be from outside the hospital or within the hospital. A member of the Administrative Team or the House Supervisor (if after normal business hours) will evaluate the situation and determine the need to call a CODE TRIAGE after being notified by any department of a potential or actual disaster that will impact the continuation of services provided by the hospital.
 - 5.3.2 When a CODE TRIAGE is announced, designated command staff will report to

Imperial Valley HealthCare District

Title: Hospital Emergency Codes		Policy No. EOC-00175
		Page 3 of 7
Current Author: Jorge Mendoza		Effective: 5/30/1983
Latest Review/Revision Date: 09/2025		Manual: EOC / Emergency Management

the Hospital Command Center (HCC) in the classroom and review their respective Job Action Sheets that outline their responsibilities.

- 5.3.3 All management staff without a pre-assigned role should report to their home departments and conduct a status assessment and wait for further assignments.
- 5.3.4 All on-duty staff should report to their home department to ensure all staff is accounted for. Once accounted for, if a staff member can be released from their normal job assignment, they should report to the Manpower Pool in the Auditorium for additional instructions. Off-duty staff reporting in to assist should also report to the Manpower Pool for an assignment.
- 5.4 **CODE GRAY – Actual or potential violent behavior on District property**
 - 5.4.1 PMH has a zero-tolerance policy for violence in the workplace. Any time a patient, visitor or staff member becomes violent a CODE GRAY should be called.
 - 5.4.2 To report a CODE GRAY dial 4-4-4-4 from any hospital phone and report the incident to the switchboard who will announce it over the intercom system.
 - 5.4.3 Each employee who can safely respond, should do so. Many times, just a show of force by the staff will stop the violence from happening. Staff should not put themselves at risk but should stay a safe distance away and verbally attempt to calm the person down.
 - 5.4.4 The following personnel should respond: Security, Maintenance, House Supervisor, other available personnel except for pregnant women and those who are currently caring for patients.
 - 5.4.5 Of the responding personnel, only those who have had hands on training for crisis events shall physically intervene with the individual in crisis, if necessary, as a last resort, using reasonable and proportionate methods when considering the risk factors.
- 5.5 **CODE ORANGE – Hazardous material spill or leak**
 - 5.5.1 This could be a toxic chemical, gas, or nuclear/radiation hazard.
 - 5.5.2 To report a CODE ORANGE dial 4-4-4-4 from any hospital phone and report the incident to the switchboard who will announce it over the intercom system.
 - 5.5.3 The Administrative Team or House Supervisor (if after hours) will discuss the incident with staff from Facilities/Environmental Services to determine if our staff can manage the incident or if the County's Hazardous Materials Team needs to be called via the 911 System.
 - 5.5.4 If the CODE ORANGE involves multiple victims a CODE TRIAGE may also be called.
 - 5.5.5 Those exposed may need to be decontaminated by the hospital decontamination team or the County's Hazardous Materials Team.
 - 5.5.6 If a CODE ORANGE is called, stay clear of the area, unless you are the designated staff to assess the situation and are wearing the appropriate Personal Protective Equipment to perform the task.
 - 5.5.7 The Command Staff will make the decision to evacuate areas of the hospital if necessary.
- 5.6 **CODE BLACK – Bomb Threat**

Imperial Valley HealthCare District

Title: Hospital Emergency Codes		Policy No. EOC-00175
		Page 4 of 7
Current Author: Jorge Mendoza		Effective: 5/30/1983
Latest Review/Revision Date: 09/2025		Manual: EOC / Emergency Management

- 5.6.1 The hospital received a threat that a bomb or explosive device has been placed in the hospital.
- 5.6.2 If the threat is made by phone, staff should attempt to complete the Bomb Threat Checklist and ascertain as much information as possible about the caller and the explosive device. See Code Black: Bomb Threat Policy # EOC-00062 for checklist.
- 5.6.3 This information shall be forwarded to the Administrative Team or the House Supervisor (if after hours) who will determine the credibility of the threat.
- 5.6.4 If the threat is determined to be credible, the House Supervisor will call a CODE BLACK by dialing 4-4-4-4 from any hospital phone and report the incident to the switchboard who will announce it over the intercom system.
- 5.6.5 If a CODE BLACK is announced, staff will be directed to perform a search of their areas for a suspicious package. Refer to Suspicious Envelopes & Packages Policy # EOC-00513. If a suspicious envelope or package is found, do not touch it; report the location of the package to the Administrative Team or House Supervisor who will contact the County's Bomb Squad via the 911 System.
- 5.6.6 A CODE TRIAGE may be called to bring Command Staff together in the Command Center to develop plans for evacuating the hospital in accordance with the Code Black: Bomb Threat Policy # EOC-00062.
- 5.7 CODE PURPLE – To avoid Emergency Department Diversion
 - 5.7.1 This policy is activated when the Emergency Department's capacity has been exceeded as a result of admitted patients being held due to staffing, space availability or technological resources.
 - 5.7.2 This procedure will be used to mobilize personnel to facilitate the movement of admissions from the Emergency Department in an orderly manner and/or avoid a situation which may lead to Emergency Department Diversion.
 - 5.7.3 This policy applies to the Emergency Department Director, Clinical Manager, Charge Nurse, Physician and the House Supervisor.
 - 5.7.4 The House Supervisor will call 4-4-4-4 from any hospital phone and report a CODE PURPLE to the switchboard who will announce it over the intercom system with instructions for designated staff to report to the Nursing Administrative Office.
- 5.8 CODE STROKE – Arrival of a patient with signs and symptoms of a stroke
 - 5.8.1 When a patient presents to the Emergency Department, or you are notified that a patient will be arriving via ambulance, with signs and symptoms of a stroke a CODE STROKE should be called.
 - 5.8.2 To report a CODE STROKE dial 4-4-4-4 from any hospital phone and provide the switchboard with the expected time of arrival of the patient, for announcement over the intercom system.
 - 5.8.3 The Radiology Department will clear the CT scanner as soon as possible and notify the in-house radiologist that a stroke patient has or will be arriving.
 - 5.8.4 For walk-in patients arriving with signs and symptoms of a stroke, the Emergency Department Physician will immediately evaluate the patient to determine if a

Imperial Valley HealthCare District

Title: Hospital Emergency Codes		Policy No. EOC-00175
		Page 5 of 7
Current Author: Jorge Mendoza		Effective: 5/30/1983
Latest Review/Revision Date: 09/2025		Manual: EOC / Emergency Management

CODE STROKE response is needed.

- 5.9 CODE SILVER – Notification to staff that an individual is actively shooting persons in the hospital or on the campus
 - 5.9.1 The first employee to identify an active shooter should immediately dial 4-4-4-4 and report the incident with as much detailed information as possible to the switchboard who will announce it over the intercom system.
 - 5.9.2 The Hospital Operator will immediately dial 911 and notify the Brawley Police Department. As much of the following should be provided to the dispatcher:
 - 5.9.2.1 Exact location in the facility of the shooter
 - 5.9.2.2 Number of shooters
 - 5.9.2.3 Description of shooter(s)
 - 5.9.2.4 Number and types of weapons
 - 5.9.2.5 Number of potential victims
 - 5.9.3 If an active shooter comes into the area where you are and enters your unit, office, or meeting room, you should (in order of preference and priority):
 - 5.9.3.1 RUN (1st preference)
 - 5.9.3.2 HIDE (2nd preference)
 - 5.9.3.3 FIGHT (3rd preference)
 - 5.9.4 Upon arrival of law enforcement, staff should do exactly as the officers instruct.
 - 5.9.4.1 Do not approach officers with items in your hands (i.e. bags, jackets)
 - 5.9.4.2 Keep hands visible at all times
 - 5.9.4.3 Do not grab onto officers for help.
 - 5.9.4.4 Hospital Command Staff will coordinate all further response activities with law enforcement to provide for treatment of victims and possible evacuation of the facility if ordered to do so.
- 5.10 Code Teal - Lock Down
 - 5.10.1 Once the decision is made by Administration staff to lock down the facility for security purposes: Administration will instruct PBX to announce (Code Teal and Department location of Lockdown or Hospital-wide) on overhead intercom. Administration will then instruct that “All necessary entrances to be closed except the emergency room lobby entrance.”
 - 5.10.1.1 The announcement will be repeated at one-hour intervals by PBX.
 - 5.10.1.2 As a matter of follow-up, if required, written or verbal instructions to all Department managers will follow.
 - 5.10.2 Hospital employees are instructed that during a lock down all outside perimeter doors except the emergency room lobby entrance will be locked.
 - 5.10.2.1 Signage stating “No Admittance Go to Emergency Entrance” will be placed on all outside perimeter doors to provide additional direction to the hospital’s Emergency Room entrance.
 - 5.10.3 Hospital employees are instructed that they may not be allowed access to the facility unless they have their employee badge in their possession.
 - 5.10.3.1 All buildings on the hospital campus shall lock their doors when notified of the lock down.

Imperial Valley HealthCare District

Title: Hospital Emergency Codes		Policy No. EOC-00175
		Page 6 of 7
Current Author: Jorge Mendoza		Effective: 5/30/1983
Latest Review/Revision Date: 09/2025		Manual: EOC / Emergency Management

- 5.10.3.2 When exiting the building through a side door during a lock down, Staff will make sure the doors lock behind them.
- 5.10.3.3 Do not prop any exit doors open during a lock down.
- 5.10.3.4 If a door is found propped open during a lock down procedure, lock it immediately or call Security to lock it.
- 5.10.3.5 All persons are directed to use the emergency room lobby entrance to the hospital. Under specific circumstances, when needed, Administration will post an alternative entrance.
- 5.10.4 When administration releases the lock down procedure, the PBX Operator will make the Announcement of “Code Teal and Location All Clear“ All hospital entrances are now open.” This announcement will be made 3 times at 5-second intervals by PBX. Doors will be unlocked, and signage removed.
 - 5.10.4.1 If warranted, administration may send written notification to Department managers when a lock down is released.
- 5.11 CODE WHITE – Activation of the PMH Hospital Evacuation Plan
 - 5.11.1 A CODE WHITE will be called to notify hospital staff of that there is a need for a partial or total evacuation of the facility.
 - 5.11.2 The evacuation of any floor or building shall be initiated on order of the Incident Commander (according to the HICS and PMH EOPs) or by a Public Safety Officer (Police or Fire Department).
 - 5.11.3 The PBX operator will announce overhead “Code White – Please report to your supervisor” and repeat three times.
 - 5.11.4 If you are in immediate danger do not hesitate to move yourself and others to a safe location.
 - 5.11.5 If you are not in immediate danger, return to your department if it is safe to do so to receive further instructions

6.0 References:

- 6.1 PMH Fire Plan – EOC-00330
- 6.2 PMH Code Blue – CLN-00142
- 6.3 PMH Infant or Child Abduction: Code Pink – CLN-01307
- 6.4 PMH Code Yellow – CLN-01925
- 6.5 PMH Emergency Operations Plan – EOC-00213
- 6.6 PMH Zero Tolerance for Violence in the Workplace – HRD-00020
- 6.7 PMH Workplace Violence Prevention Plan – EOC-00071
- 6.8 PMH Code Orange – EOC-00095
- 6.9 PMH Suspicious Envelopes & Packages Policy EOC-00513
- 6.10 PMH Code Black: Bomb Threat Policy EOC-00062
- 6.11 PMH Code Purple – ED Overcrowding CLN-00269
- 6.12 PMH Code Stroke – CLN-01928
- 6.13 PMH Code Silver – EOC-00184
- 6.14 PMH Code White – EOC-00185
- 6.15 PMH Code Neo – CLN-02534

Imperial Valley HealthCare District

Title: Hospital Emergency Codes		Policy No. EOC-00175
		Page 7 of 7
Current Author: Jorge Mendoza		Effective: 5/30/1983
Latest Review/Revision Date: 09/2025		Manual: EOC / Emergency Management

7.0 Attachment List: Not applicable

8.0 Summary of Revisions:

- 8.1 Revised header to IVHD.
- 8.2 Replaced PMHD with PMH in the entire policy.
- 8.3 Added section 5.2.3 CODE NEO – Newborn Team consists of a NICU based intra-disciplinary team that responds to all neonatal emergencies at Pioneers Memorial Hospital.
- 8.4 Added section 5.2.4 To report a CODE NEO dial 4-4-4-4 from any hospital phone and report the incident to the switchboard. The switchboard operator will announce it over the intercom system
- 8.5 Added section 5.2.5 The CODE NEO:-.The team consists of an NICU Advanced NRP RN, RCP, and a Pediatrician
- 8.6 Added section 5.2.6 Refer to policy CLN-02534, Neonatal "Code Neo" Guidelines.
- 8.7 New reference added 6.15 PMH Code Neo – CLN-02534
- 8.8 Revised with no further changes.

Title: Infection Control Plan 2026		Policy No. CLN-02341
		Page 1 of 7
Current Author: Angela McElvany		Effective: 1/1/1985
Latest Review/Revision 1/5/2026		Manual: Clinical / Infection Control

Collaborating Departments: Dr. Al Jasim, Infectious Disease Specialist	Keywords: Infection Control Plan
--	----------------------------------

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

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

1.0 Purpose:

- 1.1 The purpose of this policy is to establish a plan for the infection prevention and control program for the Imperial Valley Healthcare District. This policy details the components that must be present in the infection prevention and control program and provides guidance on the implementation of those components. It outlines the specific activities to be carried out by the program and the purpose of those activities. It provides direction to infection prevention and control personnel on the development and management of the hospital's infection prevention and control program. This infection prevention and control program is developed in accordance with applicable federal and state regulations and accreditation standards, including infection prevention and control standards. The program is risk-based and driven by the annual Infection Prevention and Control Risk Assessment.
- 1.2 Rationale: Every year, in the United States alone, 1 out of every 10 hospitalized patients will be diagnosed with a healthcare-associated infection. These preventable infections increase healthcare costs and result in significant morbidity and mortality. Public health entities around the world recommend that healthcare organizations implement infection prevention and control programs to oversee targeted efforts to reduce healthcare-associated infections. These infection prevention and control programs focus their efforts on the prevention and control of infectious diseases in the healthcare setting. When compliance with this program plan is met, healthcare organizations can optimally prevent and control the spread of infectious diseases in the healthcare setting.

2.0 Scope: Imperial Valley Healthcare District

3.0 Policy:

- 3.1 The infection prevention and control department is tasked with overseeing the prevention and control of infectious diseases in the hospital setting. Its responsibilities include the development of policies and procedures that will aid in the prevention and control of infection. This policy outlines the program's plan for the hospital's infection prevention and control department. The plan includes the specific activities required in the program and expectations of infection prevention and control personnel.
- 3.2 As additional evidence-based practice is made available, this policy will be updated accordingly. All personnel will be expected to comply with the updated expectations in procedures and responsibilities.

4.0 Definitions:

Title: Infection Control Plan 2026		Policy No. CLN-02341
		Page 2 of 7
Current Author: Angela McElvany		Effective: 1/1/1985
Latest Review/Revision 1/5/2026		Manual: Clinical / Infection Control

- 4.1 **Healthcare-associated infection:** Infection acquired while receiving care in a healthcare facility.
- 4.2 **Hospital epidemiologist:** Usually, an infectious disease physician with a background in infection prevention and control. Hospital epidemiologists assist the infection prevention and control department in the prevention and control of infections in the healthcare setting
- 4.3 **Infection prevention and control committee:** A multidisciplinary group that functions as the central decision-making and policymaking body for infection prevention and control in the healthcare setting. Its decisions and policies are guided by data and evidence-based practice.
- 4.4 **Infection prevention and control program:** Comprehensive strategy for preventing and controlling infections using a combination of policies, procedures, and actions.
- 4.5 **Infection prevention and control risk assessment:** A detailed list of potential infectious risks to the healthcare setting that are prioritized to provide direction to the infection prevention and control department.
- 4.6 **Infection Control Practitioner/Infection preventionist:** Someone who is qualified through education, training, experience, or certification in infection prevention and control.
- 4.7 **Infection surveillance:** Systematic method of identifying infections that is used to measure the success of infection prevention and control measures and to meet reporting mandates.
- 4.8 **Process measure surveillance:** Systematic method of monitoring infection prevention and control practices to identify opportunities for improvement.

5.0 Procedure/Plan:

5.1 Demographics (Beds, Setting, Employees)

- 5.1.1 Pioneers Memorial Hospital is a 107-bed facility with a level IV 16 bed emergency department. The hospital is affiliated with Imperial Valley College’s RN and LVN program.
- 5.1.2 There is one Infectious Disease physician for the Imperial Valley
- 5.1.3 Descriptive Assessment Services Provided:
 - 5.1.3.1 Medical/Surgical Unit
 - 5.1.3.2 Intensive Care Unit
 - 5.1.3.3 Obstetrics
 - 5.1.3.4 Gynecology
 - 5.1.3.5 Pediatrics
 - 5.1.3.6 Radiology
 - 5.1.3.7 Laboratory
 - 5.1.3.8 Wound Care
 - 5.1.3.9 Calexico Health Center
 - 5.1.3.10 Surgery
 - 5.1.3.11 Endoscopy
 - 5.1.3.12 Radiology
 - 5.1.3.13 The Cancer Institute at Pioneers
 - 5.1.3.14 Center for Digestive and Liver Diseases
 - 5.1.3.15 Pioneers Health Center

Title: Infection Control Plan 2026		Policy No. CLN-02341
		Page 3 of 7
Current Author: Angela McElvany		Effective: 1/1/1985
Latest Review/Revision 1/5/2026	Manual: Clinical / Infection Control	

- 5.1.3.16 Women’s Health at Pioneers
- 5.1.3.17 Surgical Health at Pioneers
- 5.1.3.18 Specialty Care at Pioneers
- 5.1.3.19 Physical Therapy Solutions
- 5.1.3.20 Children’s Health at Pioneers
- 5.1.3.21 Cardiac Cath Lab
- 5.1.3.22 Emergency

5.2 Mandatory Components of the Infection Prevention and Control Program Plan

- 5.2.1 The infection prevention and control department
- 5.2.2 The infection prevention and control committee
- 5.2.3 Annual infection prevention and control risk assessment
- 5.2.4 Outcome and process measure surveillance
- 5.2.5 Personnel training and education on infection prevention and control policies and procedures
- 5.2.6 Development of policies and procedures pertaining to the prevention and control of infections.
- 5.2.7 Other prevention activities as determined by the program’s yearly infection prevention and control risk assessment

5.3 Infection Prevention and Control Department

- 5.3.1 The infection prevention and control department must be adequately staffed to cover all applicable responsibilities entailed in this policy. Staffing levels must also meet any federal or local regulatory requirements for infection prevention and control departments.
- 5.3.2 Infection preventionists must have a relevant educational background such as nursing.
- 5.3.3 At least one infectious disease physician, preferably trained in epidemiology and infection control, must be available to the department on a regular basis as a consultant to the department or as the hospital epidemiologist for the program.
- 5.3.4 Additional staff members may be employed as needed to assist infection preventionists and hospital epidemiologists in the activities of the infection prevention and control program.

5.4 Infection Prevention and Control Committee

- 5.4.1 Authority Statement: This is a function of Infection Prevention and Control Committee (subcommittee of MSQC) and shall, through its chairperson, the Infection Control Practitioner (ICP) and all members have the authority under the medical staff bylaws to institute appropriate control measures when and if an infectious hazard is identified or anticipated that may affect any patient, visitor, or employee. The chairperson shall be notified of the potential problems and shall confer with committee members as necessary to institute control measures. In their absence, the Chief Nursing Officer or designee shall assume responsibility for instituting control measures.

Title: Infection Control Plan 2026		Policy No. CLN-02341
		Page 4 of 7
Current Author: Angela McElvany		Effective: 1/1/1985
Latest Review/Revision 1/5/2026		Manual: Clinical / Infection Control

The infection prevention and control department will have authority over decisions that affect the prevention and control of infectious diseases in the hospital (e.g., temporarily closing a surgical suite due to an infectious hazard). The Infection Prevention and Control Practitioner (ICP) is granted authority by the Governing Body and Medical Staff Quality Committee to implement immediate infection prevention and control interventions when an infectious risk is identified. This includes the authority to initiate isolation precautions, initiate outbreak investigations, close patient care areas, remove equipment from service, stop unsafe practices and implement control measures during epidemics or emergencies.

5.4.2 The Infection Prevention and Control Committee must meet on a regular basis to review surveillance data and quality improvement activities from the infection prevention and control program.

5.4.3 Committee members should provide feedback and guidance to the infection prevention and control department leadership on the direction of the infection prevention and control program.

5.5 Reporting Structure

5.5.1 Infection Control data are reported to the Infection Control Committee (sub-committee of MSQC), PSQC, Safety Committee and Surgery Committee. Executive leadership reports data to the governing body.

5.5.2 The Governing Body receives written reports on the effectiveness of the Infection Prevention and Control Program at least annually, with interim reports provided quarterly through leadership committees. Documentation of this review is reflected in Governing Body meeting minutes.

5.6 Annual Infection Prevention and Control Risk Assessment

5.6.1 In an effort to prioritize and make the hospital’s infection prevention and control program efficient, the infection prevention and control department will conduct an annual survey of infectious risks. The results of the risk assessment will provide as a guide for the following year’s plan. Changes in the plan will be implemented upon the approval of the Infection Prevention and Control Medical Director and the Infection Control Practitioner.

5.6.2 The annual risk assessment considers the organization’s geographic location, community and patient population served, services provided, and analysis of surveillance data. Program priorities and measurable goals are established based on the highest-ranked risks identified in the assessment.

5.7 Surveillance Methodology

5.7.1 Surveillance activities are selected based on the annual risk assessment scoring.

5.7.2 The infection control program conducts prospective and retrospective surveillance using CDC/NHSN definitions, laboratory reports, and electronic medical record data. Data is reviewed daily or as applicable and reported to leadership committees.

5.7.3 Data is collected by the infection control practitioner or designee.

5.7.4 Data is analyzed at monthly and/or quarterly depending on the indicator.

5.7.5 Data is used to identify trends, outbreaks and opportunities for performance

Title: Infection Control Plan 2026		Policy No. CLN-02341
		Page 5 of 7
Current Author: Angela McElvany		Effective: 1/1/1985
Latest Review/Revision 1/5/2026		Manual: Clinical / Infection Control

improvement.

5.8 Infection Prevention and Control Training and Education

- 5.8.1 The infection prevention and control department will oversee the delivery of education on the prevention and control of infectious diseases.
- 5.8.2 Education will be delivered in a variety of ways by the infection prevention and control department as well as other departments present in the hospital (such as quality improvement, clinical management, nurse educators).
- 5.8.3 Competency assessments will be routinely conducted to ensure staff are competent in the education provided.
- 5.8.4 Periodic audits and monitoring will take place to ensure that education translates to consistent best practices in the prevention and control of infections.

5.9 Development of Infection Prevention and Control Policies and Procedures

- 5.9.1 The infection prevention and control department will oversee the development of infection prevention and control policies and procedures.
- 5.9.2 The infection prevention and control department will periodically review these policies and make necessary edits and updates.

5.10 Identification, Prevention and Control of Infectious Agents

- 5.10.1 Microbiology results for the hospital will be reviewed by infection preventionists and clinical department members to identify infectious threats, individuals requiring Transmission-Based Precautions, and outbreaks of infectious disease.
- 5.10.2 The infection prevention and control department will help clinical areas prevent the transmission of infectious agents.
- 5.10.3 When infectious agents are identified in the healthcare setting, the infection prevention and control department will assist clinical areas in containment/control measures, including the response to facility outbreaks.

5.11 2026 Program Activity List

- 5.11.1 Targeted Surveillance:
 - 5.11.1.1 Multi drug-resistant Organism (MDRO) – Continue surveillance and initiation of barrier precautions for MDROs
 - 5.11.1.2 MRSA (bloodstream infections)
 - 5.11.1.3 Clostridioides (Clostridium) Difficile Infection (C-diff)
 - 5.11.1.4 Central Line Associated Bloodstream Infections (CLABSI)
 - 5.11.1.5 Catheter Associated Urinary Tract Infections (CAUTI)
 - 5.11.1.6 Vancomycin Resistant Enterococcus (VRE) (bloodstream infections)
 - 5.11.1.7 Surgical Site Infections (SSI)
 - 5.11.1.8 COVID-19, RSV, Influenza
 - 5.11.1.9 Isolation Precautions
 - 5.11.1.10 Standard/Transmission-Based Precautions
 - 5.11.1.11 PPE Compliance

Title: Infection Control Plan 2026		Policy No. CLN-02341
		Page 6 of 7
Current Author: Angela McElvany		Effective: 1/1/1985
Latest Review/Revision 1/5/2026		Manual: Clinical / Infection Control

- 5.11.1.12 Hand Hygiene
- 5.11.1.13 Education
- 5.11.1.14 Employee Health Support (Exposures and Outbreaks)
- 5.11.1.15 Environment of Care
- 5.11.1.16 Construction
- 5.11.1.17 Safety
- 5.11.1.18 Antimicrobial Use and Resistance Reporting

5.12 Other Prevention Activities

- 5.12.1 Based on the annual risk assessment, the infection prevention and control department should implement additional activities that target prioritized risks to the facility.
- 5.12.2 In the case of an emergency, the infection prevention and control department must reprioritize their activities to support adequate response efforts to the emergency, regardless of whether the risk is of an internal or external nature (e.g., pandemic, natural disaster in community, facility flooding, HVAC outage).

5.13 Responsibilities

- 5.13.1 All personnel:
 - 5.13.1.1 Will comply with all procedures in this policy as they relate to their individual roles within the institution.
 - 5.13.1.2 Will report noncompliant behavior to ensure the safety of patients, visitors, and other personnel.
 - 5.13.1.3 Will ensure that they are adequately trained in infection prevention and control policies and procedures.
- 5.13.2 Infection Preventionists:
 - 5.13.2.1 Will correctly apply principles of infection prevention and control to ensure the safety of themselves, patients, other personnel, and visitors.
 - 5.13.2.2 Will adhere to current available guidance, literature, and regulations on the prevention and control of infectious diseases in the hospital setting.
 - 5.13.2.3 Will serve as consultants, educators, role models, researchers, and change agents for the institution in the prevention and control of infections.
 - 5.13.2.4 Will provide education, offer expert consultation, conduct surveillance, address patient safety, and use implementation science to improve infection prevention and control practices in the healthcare setting.
- 5.13.3 Hospital Epidemiologist (or Medical Director of Infection Prevention and Control)
 - 5.13.3.1 Will oversee the activities of the infection prevention and control department.
 - 5.13.3.2 Will provide expert knowledge and guidance on the prevention and control of infectious diseases.

Title: Infection Control Plan 2026		Policy No. CLN-02341
		Page 7 of 7
Current Author: Angela McElvany		Effective: 1/1/1985
Latest Review/Revision 1/5/2026		Manual: Clinical / Infection Control

5.14 Antimicrobial Stewardship Program (ASP)

5.14.1 The hospital maintains a formal Antimicrobial Stewardship Program (ASP) consistent with CDC Core Elements.

5.14.2 The ASP is co-led by an infectious disease physician and a pharmacist leader with dedicated stewardship responsibilities. See policy CLN-02971.

6.0 References:

6.1 [Census.gov](https://www.census.gov)

6.2 Imperial County Public Health Department

6.3 Heather S. Infection Prevention and Control Program Plan. In: APIC PolicyPro. Association for Professionals in Infection Control and Epidemiology. Reviewed August 31, 2023.

6.4 California Health and Safety Code, Division 2, Chapter 2, Art 3.5 Hospital Infectious Disease Control Program

7.0 Attachments: None

8.0 Summary of Revisions:

8.1 Total policy revision for compliance with The Joint Commission.

Imperial Valley Healthcare District

Title: Qualifications, Duties and Responsibilities of Laboratory Medical Director		Policy No. LAD-035
Current Author: Annabel C. Limentang		Page 1 of 3
Latest Review/Revision Date: March 4, 2026		Effective: 9/26/2017
		Manual: Lab Dept Specific / Administration

Collaborating Departments: Medical Staff, Lab Medical Director		Keywords:		
Approval Route: List all required approval				
MARCC X	PSQC	Other:		
Clinical Service _____	MSQC X	MEC X	BOD X	

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

1.0 Purpose:

- 1.1 The Laboratory Medical Director is accountable for the overall direction and supervision of all matters related to Laboratory Department in addition to performing his/her role as pathologist.

2.0 Scope: Pioneers Memorial Hospital - IVHD

3.0 Policy:

- 3.1 The laboratory medical director must meet the qualifications established for laboratory director, set forth in Title 42 Code of Federal Regulations, Subpart M of Subchapter E (Standards and Certifications) commencing at Section 493.1351 and any applicable revisions or amendments thereafter adopted. This person must be a physician licensed in the State of California and be certified by the American Board of Pathology in Anatomic and Clinical Pathology.
- 3.2 The listed examples in this document are set forth without limiting the duties and responsibilities described in the agreement with Pathology Services Group, if it exists and Title 42 of the Code of Federal Regulations. It is to be noted that some responsibilities of the Medical Director can be delegated in the manner specified in the Regulations although some responsibilities cannot be delegated.

4.0 Definitions:

- 4.1 CMS – Center for Medicare and Medicaid Services

5.0 Procedure:

- 5.1 Duties and Responsibilities:
 - 5.1.1 Assure that testing systems developed and used for each of the tests performed in the laboratory provide quality laboratory services for all aspects of test performance, which includes pre analytical, analytical, and post analytical phases.
 - 5.1.2 Provide consultation to hospital to assure that the physical plant and environmental conditions of the laboratory are appropriate for the testing performed and provide a safe environment in which employees are protected from physical, chemical, and biological hazards.
 - 5.1.3 Assure that the test methodologies selected have the capability of providing the quality of results required for patient care; verification procedures used are

Imperial Valley Healthcare District

Title: Qualifications, Duties and Responsibilities of Laboratory Medical Director		Policy No. LAD-035
		Page 2 of 3
Current Author: Annabel C. Limentang		Effective: 9/26/2017
Latest Review/Revision Date: March 4, 2026		Manual: Lab Dept Specific / Administration

adequate to determine the accuracy, precision, and other pertinent performance characteristics of the method; and that laboratory personnel are performing the test methods as required for accurate and reliable results.

- 5.1.4 Assure that the laboratory is enrolled in a CMS approved proficiency testing program for the testing performed and that the proficiency testing samples are tested as required under subpart H of 42 CFR Part 493.
- 5.1.5 Assure the establishment and maintenance of acceptable levels of analytical performance for each test system.
- 5.1.6 Assure that consultation is available to the laboratory's clients on matters relating to the quality of the test results reported and their interpretation concerning specific patient conditions.
- 5.1.7 Assure that a general supervisor provides on-site supervision of high complexity test performance by qualified testing personnel under the regulations.
- 5.1.8 Provide consultation to hospital to assure that hospital employs enough laboratory personnel with the appropriate education and either experience or training to provide appropriate consultation, properly supervise and accurately perform tests and report tests in accordance with the personnel responsibilities described in the regulations.
- 5.1.9 Work in conjunction with hospital management to ensure that prior to testing patients' specimens, all personnel have the appropriate education and experience, received the appropriate training for the type and complexity of the services offered, and have demonstrated that they can perform all testing operations reliably to provide and report accurate results.
- 5.1.10 Work in conjunction with hospital management to assure that an approved procedure manual is available to all personnel responsible for any aspect of the testing process.
- 5.1.11 Reviews Peripheral Smears from Hematology Department and morphology of sperm cells submitted for Semen Analysis.
- 5.1.12 Evaluate and interpret transfusion reactions submitted by laboratory and nursing.
- 5.2 Duties and Responsibilities that may be delegated include but are not limited to:
 - 5.2.1 Ensure proficiency test results are submitted and returned within the time frames established by the proficiency testing program.
 - 5.2.2 Review proficiency testing reports received and evaluate the laboratory's performance and identify any problems that require corrective action; and an approved corrective action plan is followed if ever any proficiency testing result is found to be unacceptable or unsatisfactory.
 - 5.2.3 Sign attestation pages for proficiency test reports except Transfusion Medicine/Blood Bank procedures.
 - 5.2.4 Represent the department in Process Improvement (PI) committees
 - 5.2.5 Assure that reports of test results include pertinent information required for interpretation.
 - 5.2.6 Assure that policies and procedures are established for monitoring individuals who conduct pre analytical, analytical, and post analytical phases of testing to assure that they are competent and maintain their competency to process

Imperial Valley Healthcare District

Title: Qualifications, Duties and Responsibilities of Laboratory Medical Director		Policy No. LAD-035
Current Author: Annabel C. Limentang		Page 3 of 3
Latest Review/Revision Date: March 4, 2026		Effective: 9/26/2017
		Manual: Lab Dept Specific / Administration

specimens, perform test procedures and report test results promptly and proficiently and whenever necessary, identify needs for remedial training or continuing education to improve skills.

- 5.2.7 Assure that all necessary remedial actions are taken and documented if an ever-significant deviation from the laboratory's established performance characteristics are identified, and that patient test results are reported only when the system is functioning properly.
- 5.2.8 Generate monthly reports to support process improvement projects and/or quality indicators of the hospital.

6.0 References:

- 6.1 Code of Federal Regulations; Title 42 – Public Health

7.0 Attachment List: Not applicable

8.0 Summary of Revision:

- 8.1 2-year review; no changes.

Imperial Valley Healthcare District Tax Measure Poll 2026 Results Presentation

May 2026



**Opinion Research on
Elections and Public Policy**



PROBOLSKY RESEARCH
23 Corporate Plaza Suite 150 Newport Beach CA 92660

Newport Beach
(949) 855-6400

San Francisco
(415) 870-8150

Washington DC
(202) 559-0270

Imperial Valley Healthcare District - Tax Measure Poll 2026

Survey Methodology*

	Survey Details
Mode	Phone (landline and mobile) Online (email and text to web)
Language	English and Spanish
Length	12 minutes
Target Respondents	Imperial County likely voters
Survey Fielding	May 2 – 12, 2026
Margin of Error	+/-5%
Survey Participants	400

Sample

The sample was developed from the voter files originally compiled by the Imperial County Registrar of Voters. We matched the demographics of Imperial County likely voters.

Data Collection Explained

Interviews were conducted with live interviewers by phone (19%) and online survey methods (81%). Phone participants were interviewed through landline (27%) and mobile (73%) calls. Online participants were invited by email (31%) and text message (69%) to access the survey by computer, tablet, or smart phone.

Respondents in all modes chose their preferred language, English (85%) and Spanish (15%).

Security measures precluded individuals from completing the survey more than once.

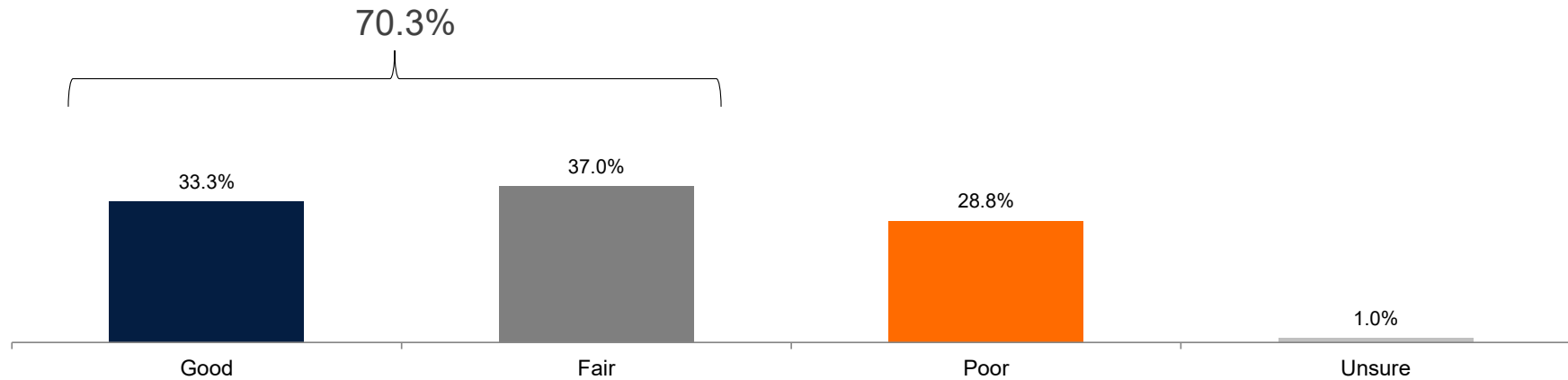


Probolsky Research is a Latina- and woman-owned market and opinion research firm with corporate, election, government, and nonprofit clients.

**Due to rounding, totals shown on charts may not add up to 100%*

70% rate the overall quality of healthcare services available in Imperial County as good or fair

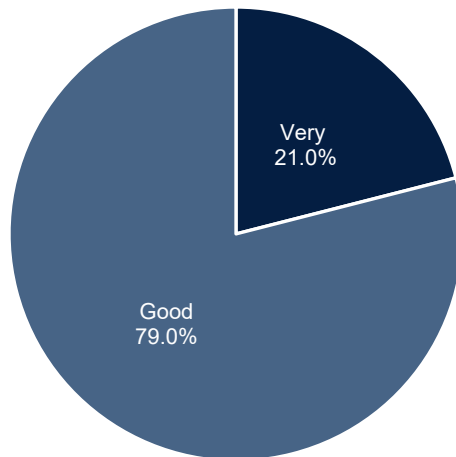
Question 1: How would you rate the overall quality of healthcare services available in Imperial County?



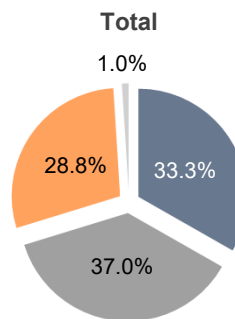
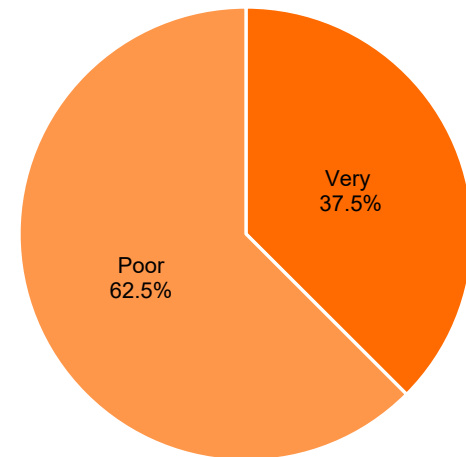
Among those who say very good or good, 79% say good

Question 1: How would you rate the overall quality of healthcare services available in Imperial County?

Among those who said good

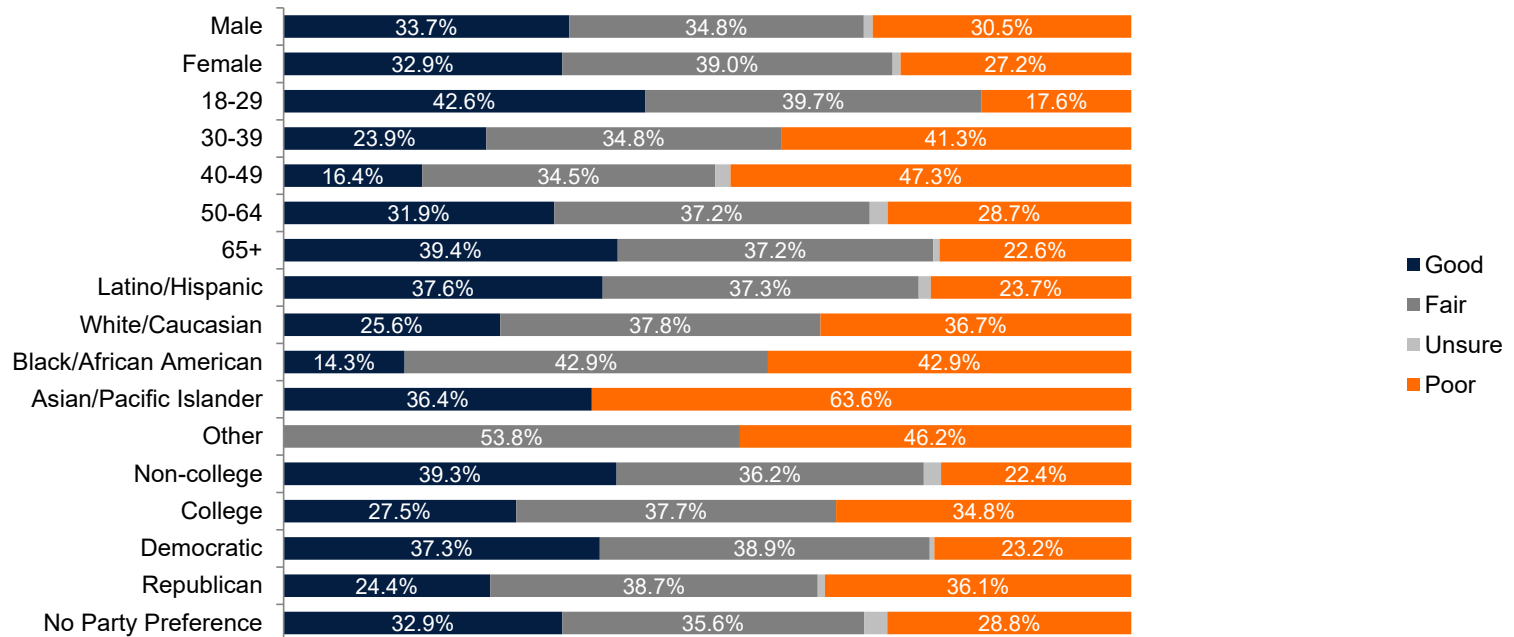


Among those who said poor



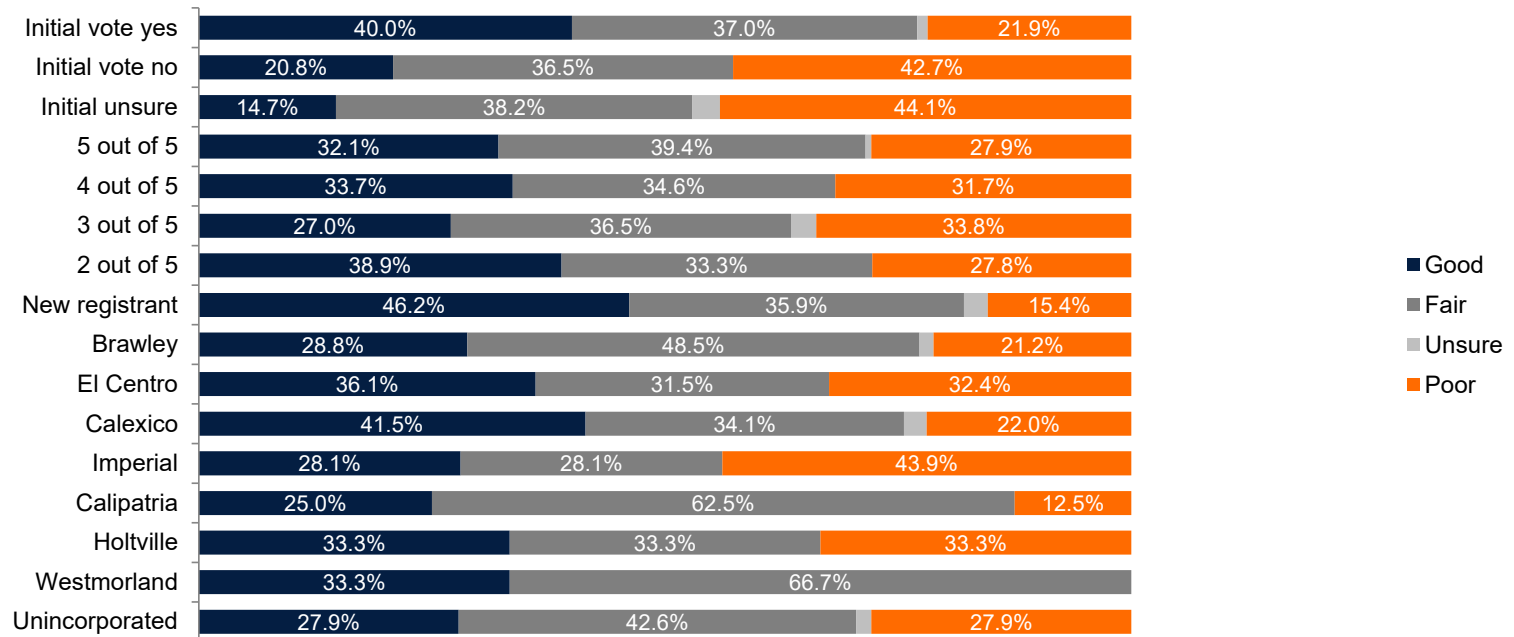
Results by gender, age group, ethnicity, education, and party

Question 1: How would you rate the overall quality of healthcare services available in Imperial County?



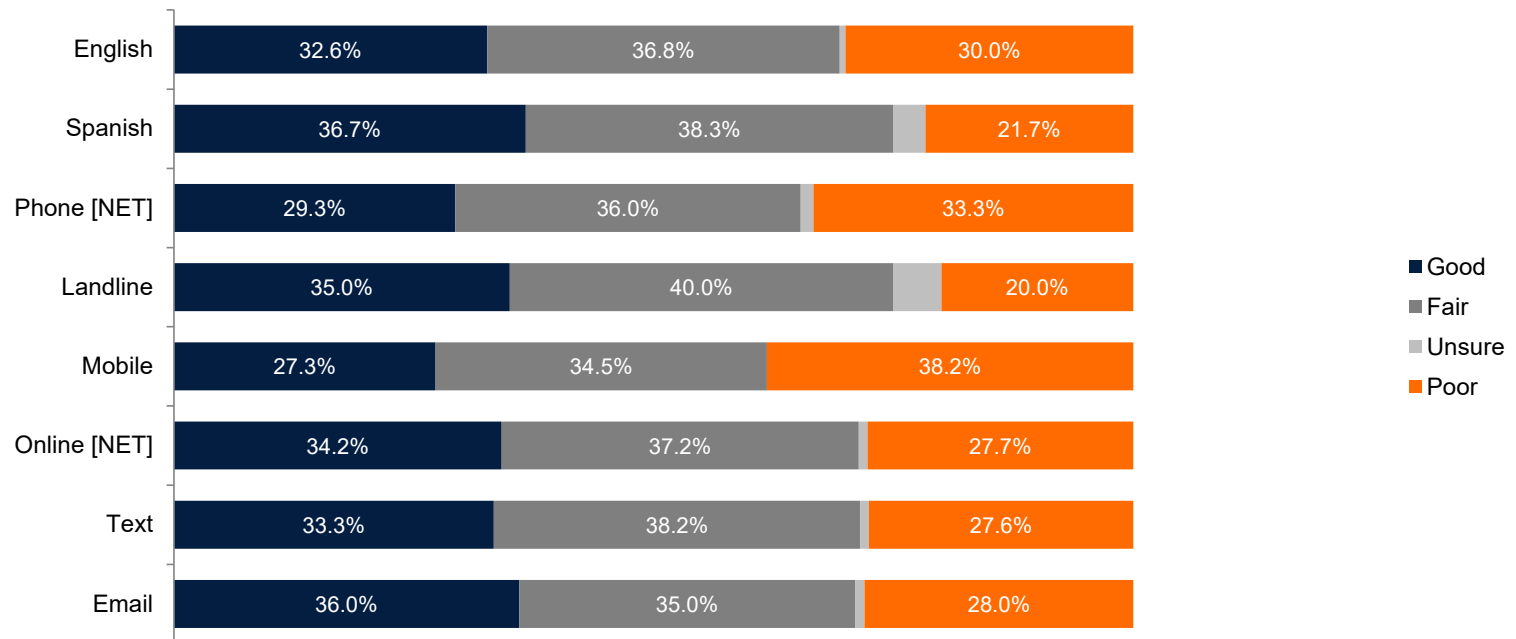
Results by initial vote, vote propensity, and City

Question 1: How would you rate the overall quality of healthcare services available in Imperial County?



Results by survey language and mode

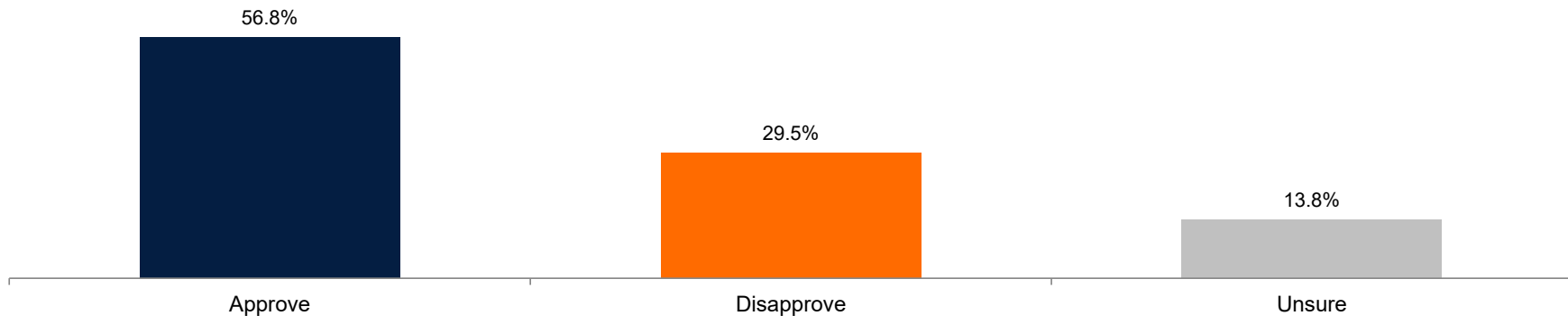
Question 1: How would you rate the overall quality of healthcare services available in Imperial County?



57% approve of the job IVHD is doing

The Imperial Valley Healthcare District (IVHD) is a not-for-profit government agency that oversees healthcare services across all of Imperial County - approximately 4,177 square miles serving nearly 180,000 residents. It is governed by a seven-member Board of Directors. The District owns and operates the Pioneers Memorial Hospital in Brawley and has approved an agreement to acquire El Centro Regional Medical Center in El Centro.

Question 2: Do you approve or disapprove of the job Imperial Valley Healthcare District is doing providing services to the residents of Imperial County?

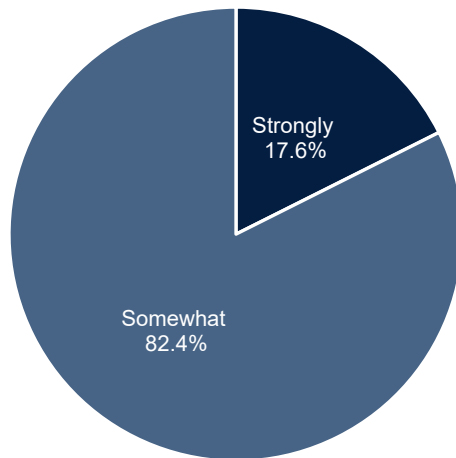


Among those who approve, 82% somewhat approve

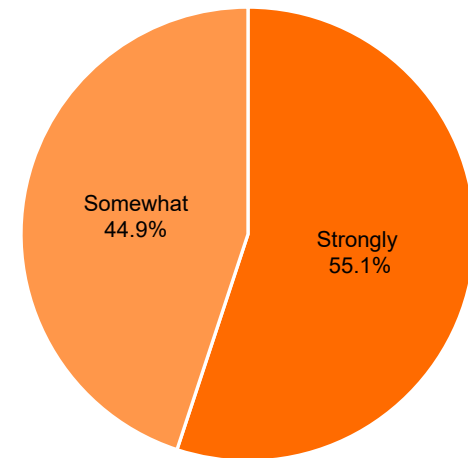
The Imperial Valley Healthcare District (IVHD) is a not-for-profit government agency that oversees healthcare services across all of Imperial County - approximately 4,177 square miles serving nearly 180,000 residents. It is governed by a seven-member Board of Directors. The District owns and operates the Pioneers Memorial Hospital in Brawley and has approved an agreement to acquire El Centro Regional Medical Center in El Centro.

Question 2: Do you approve or disapprove of the job Imperial Valley Healthcare District is doing providing services to the residents of Imperial County?

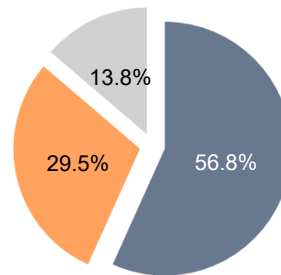
Among those who said approve



Among those who said disapprove



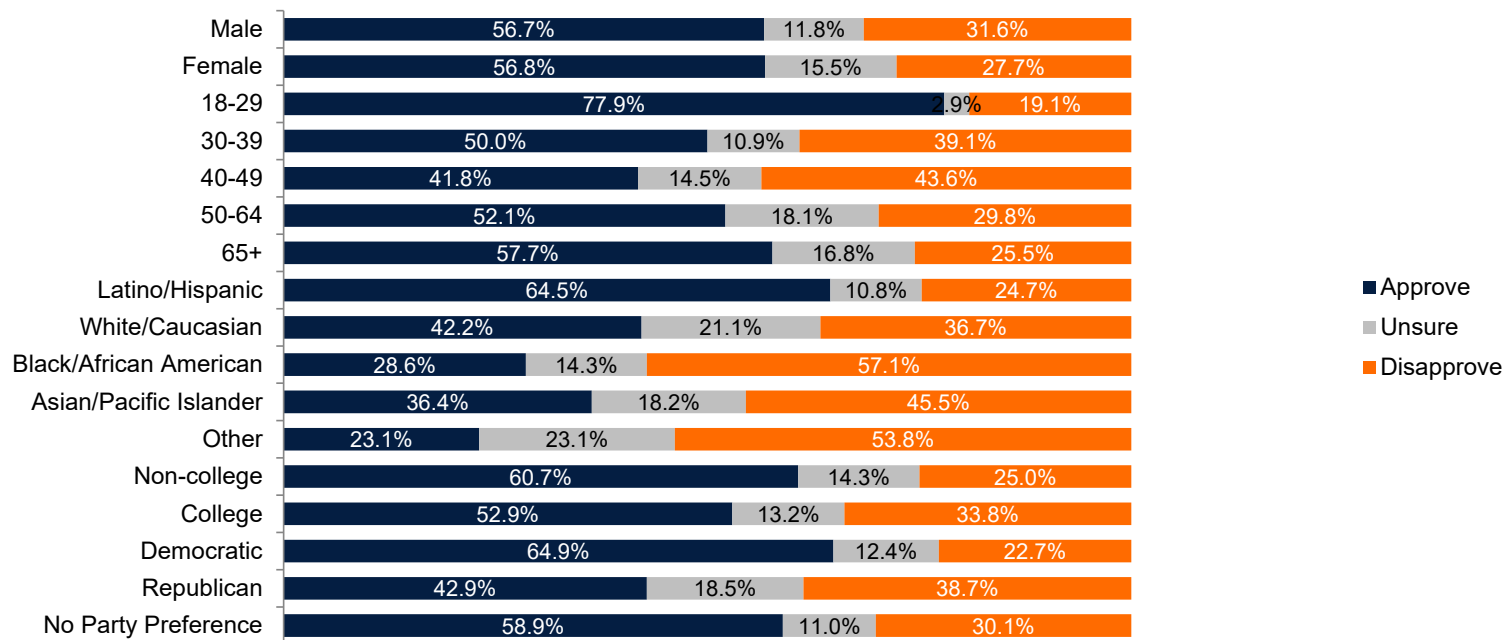
Total



Results by gender, age group, ethnicity, education, and party

The Imperial Valley Healthcare District (IVHD) is a not-for-profit government agency that oversees healthcare services across all of Imperial County - approximately 4,177 square miles serving nearly 180,000 residents. It is governed by a seven-member Board of Directors. The District owns and operates the Pioneers Memorial Hospital in Brawley and has approved an agreement to acquire El Centro Regional Medical Center in El Centro.

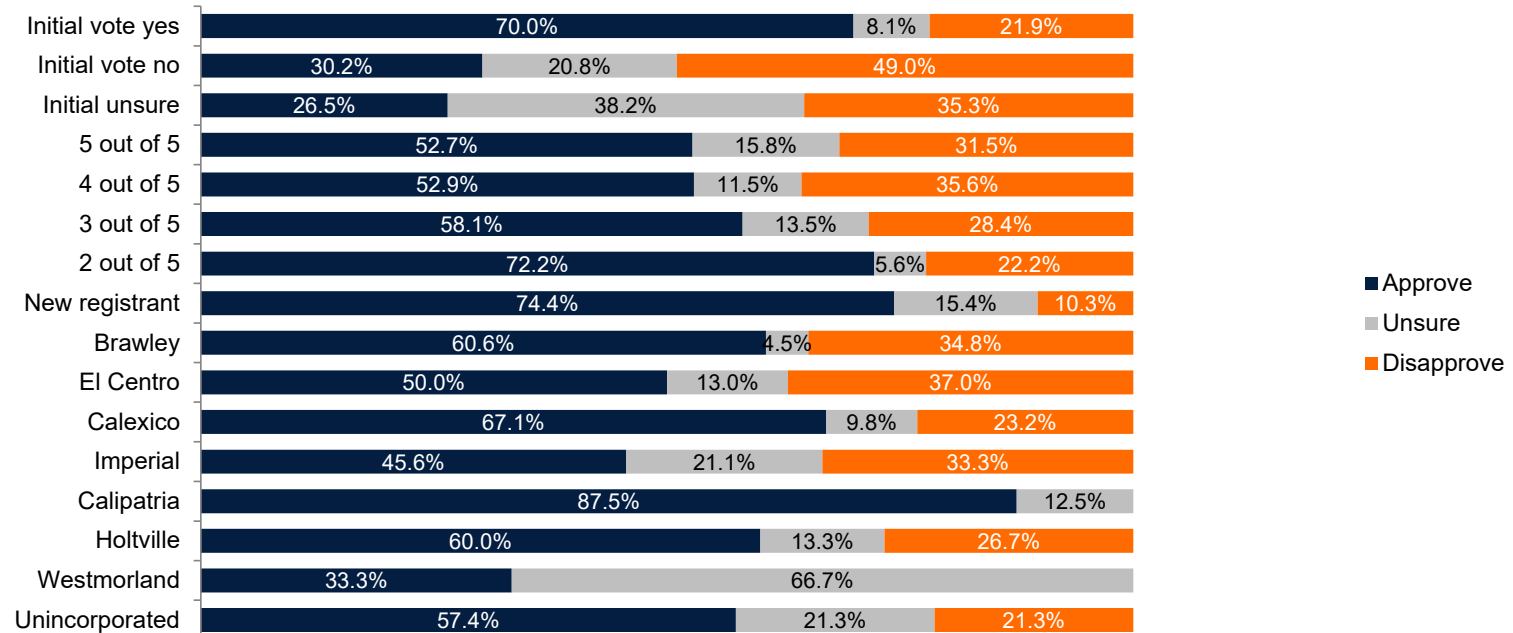
Question 2: Do you approve or disapprove of the job Imperial Valley Healthcare District is doing providing services to the residents of Imperial County?



Results by initial vote, vote propensity, and City

The Imperial Valley Healthcare District (IVHD) is a not-for-profit government agency that oversees healthcare services across all of Imperial County - approximately 4,177 square miles serving nearly 180,000 residents. It is governed by a seven-member Board of Directors. The District owns and operates the Pioneers Memorial Hospital in Brawley and has approved an agreement to acquire El Centro Regional Medical Center in El Centro.

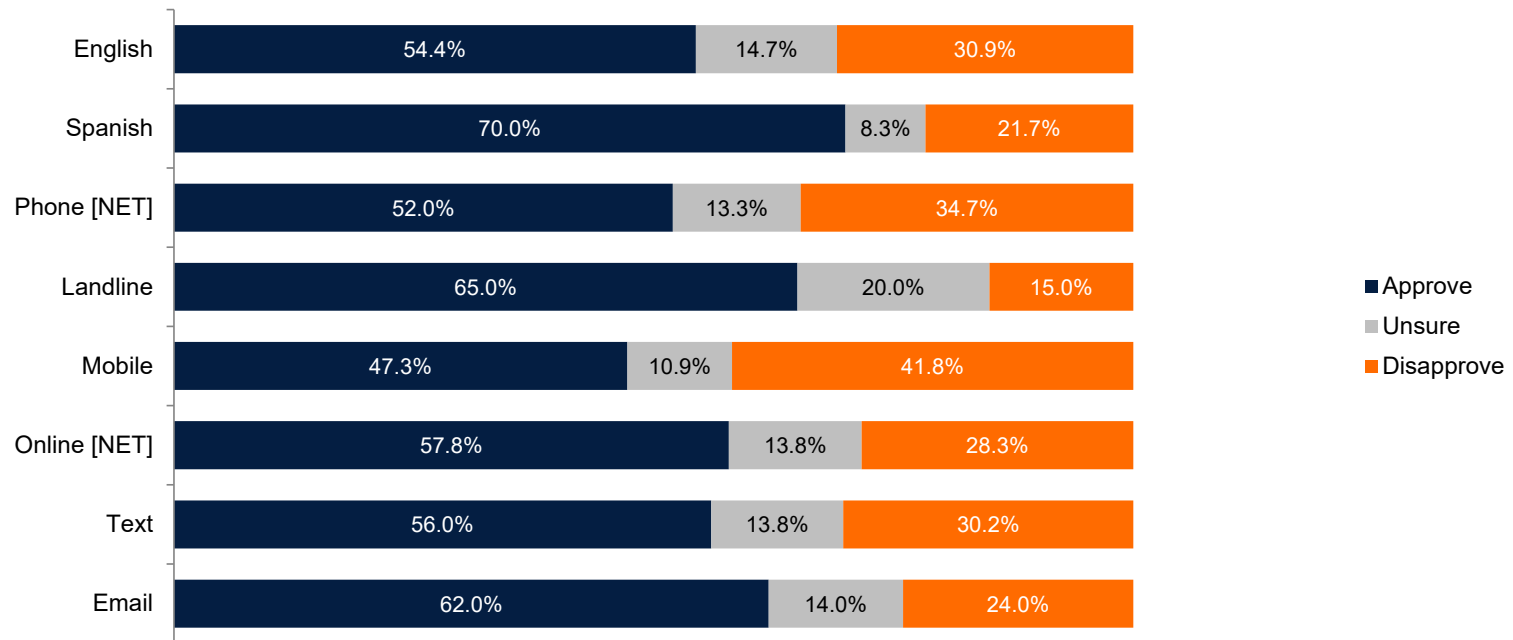
Question 2: Do you approve or disapprove of the job Imperial Valley Healthcare District is doing providing services to the residents of Imperial County?



Results by survey language and mode

The Imperial Valley Healthcare District (IVHD) is a not-for-profit government agency that oversees healthcare services across all of Imperial County - approximately 4,177 square miles serving nearly 180,000 residents. It is governed by a seven-member Board of Directors. The District owns and operates the Pioneers Memorial Hospital in Brawley and has approved an agreement to acquire El Centro Regional Medical Center in El Centro.

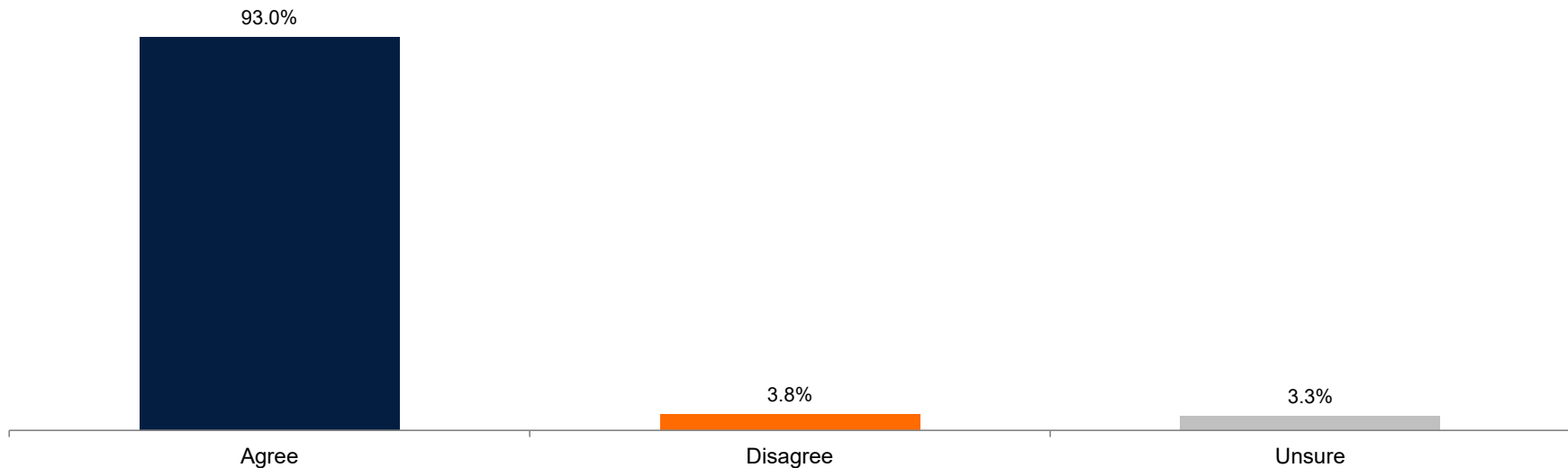
Question 2: Do you approve or disapprove of the job Imperial Valley Healthcare District is doing providing services to the residents of Imperial County?



93% agree that it's smarter to invest in improvements today than to pay for repairs in the future

Now we have some statements. Please indicate if you agree or disagree with each statement.

Question 3: Agree or disagree: It's smarter to invest in needed hospital improvements today, because delaying repairs will only increase costs in the future.

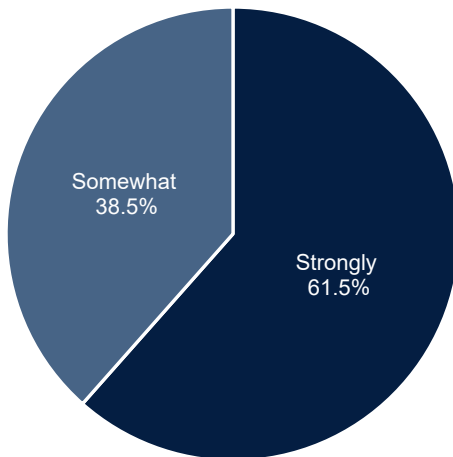


Among those who agree, 62% strongly agree

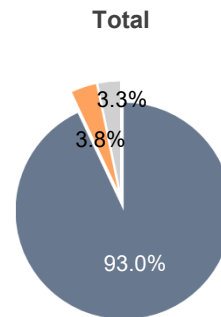
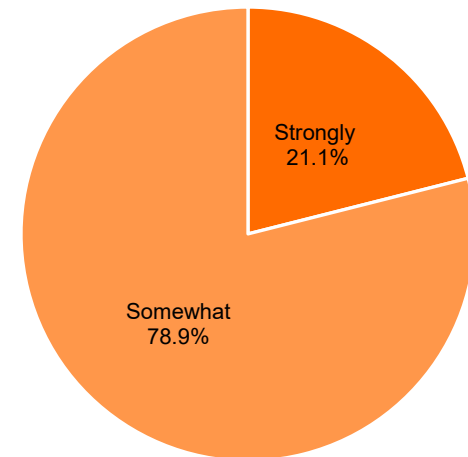
Now we have some statements. Please indicate if you agree or disagree with each statement.

Question 3: Agree or disagree: It's smarter to invest in needed hospital improvements today, because delaying repairs will only increase costs in the future.

Among those who said agree



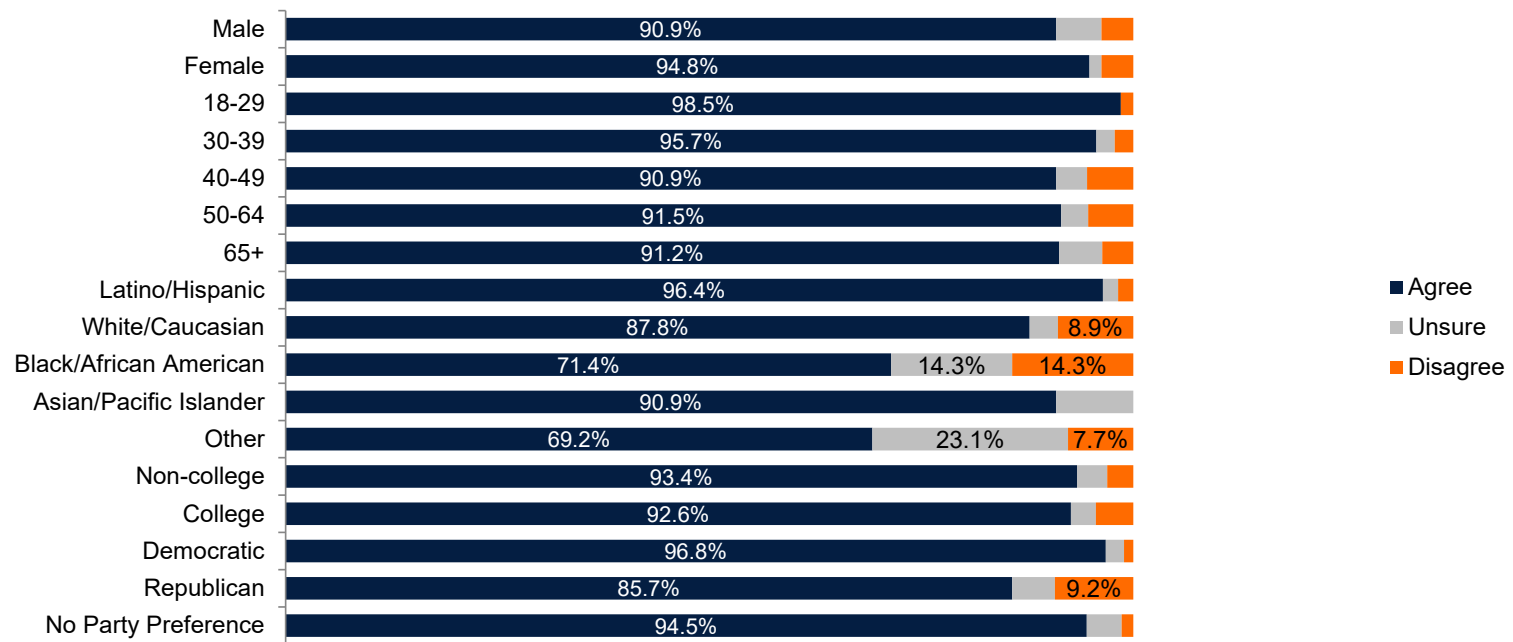
Among those who said disagree



Results by gender, age group, ethnicity, education, and party

Now we have some statements. Please indicate if you agree or disagree with each statement.

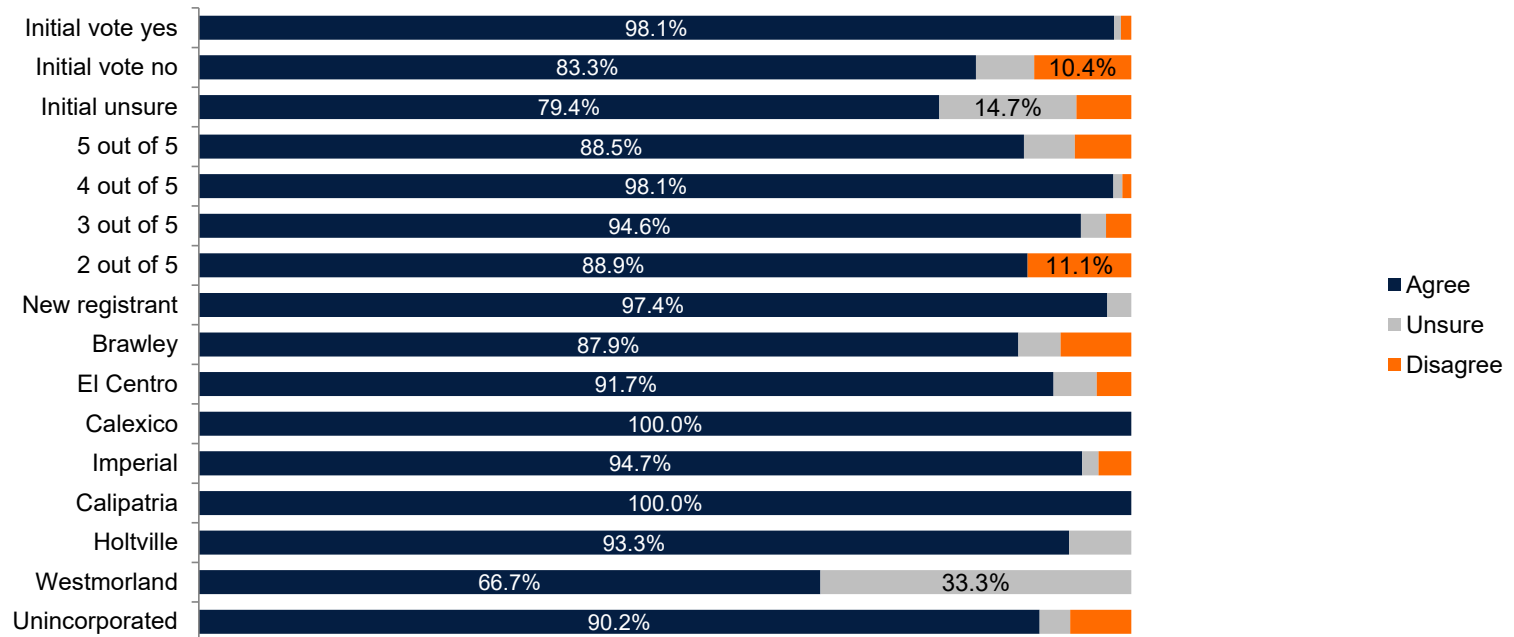
Question 3: Agree or disagree: It's smarter to invest in needed hospital improvements today, because delaying repairs will only increase costs in the future.



Results by initial vote, vote propensity, and City

Now we have some statements. Please indicate if you agree or disagree with each statement.

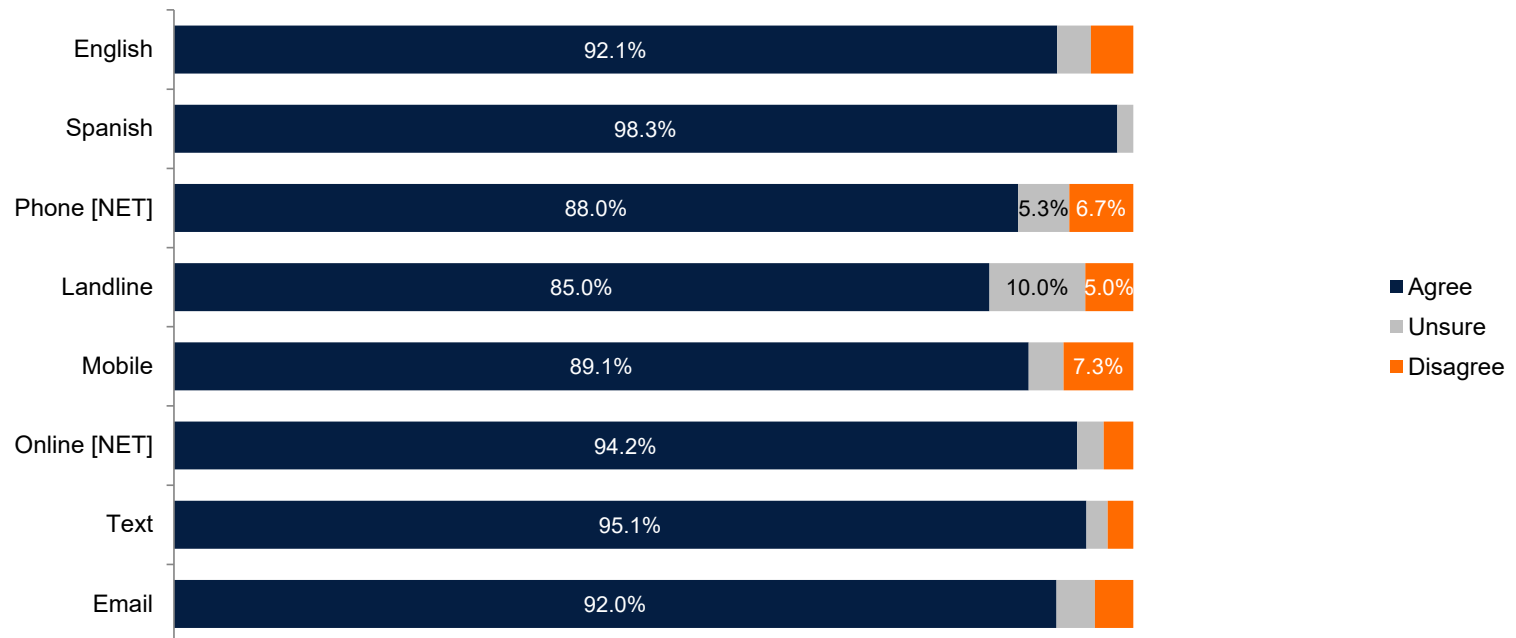
Question 3: Agree or disagree: It's smarter to invest in needed hospital improvements today, because delaying repairs will only increase costs in the future.



Results by survey language and mode

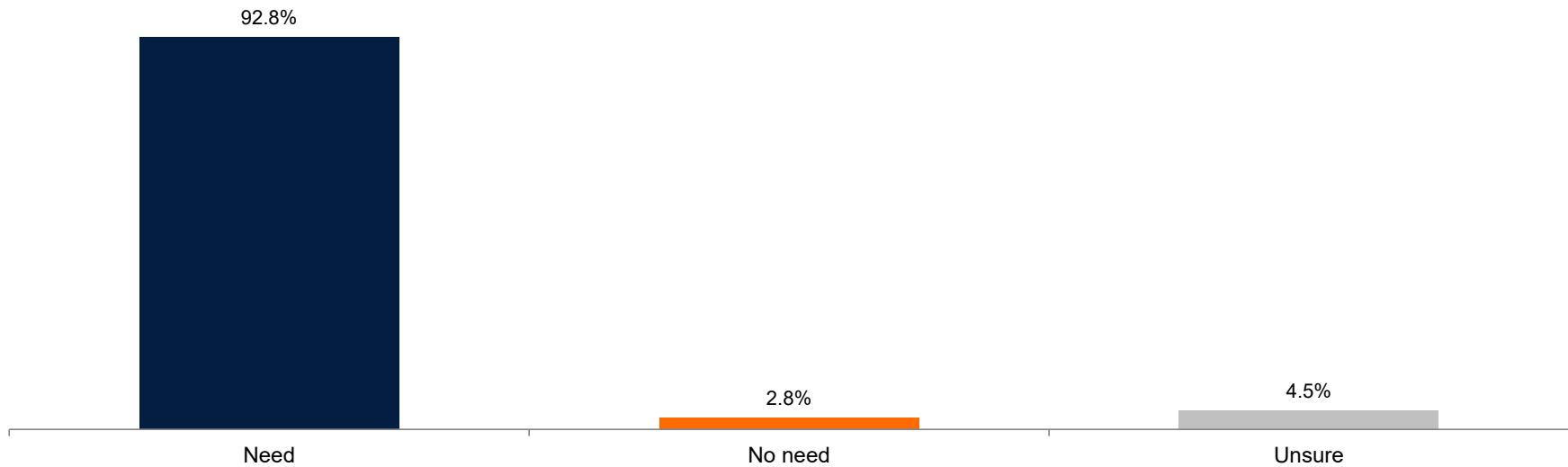
Now we have some statements. Please indicate if you agree or disagree with each statement.

Question 3: Agree or disagree: It's smarter to invest in needed hospital improvements today, because delaying repairs will only increase costs in the future.



93% think IVHD has a need for funds to upgrade facilities and expand services

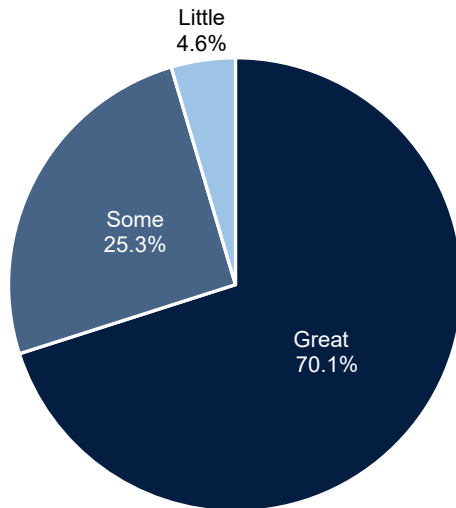
Question 4: Do you think the Imperial Valley Healthcare District has a great need, some need, a little need, or no real need for additional funds to upgrade hospital facilities and expand healthcare services?



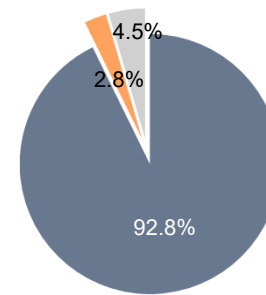
Among those think there's a need for additional funds, 70% say there's a great need

Question 4: Do you think the Imperial Valley Healthcare District has a great need, some need, a little need, or no real need for additional funds to upgrade hospital facilities and expand healthcare services?

Among those who said there's a need

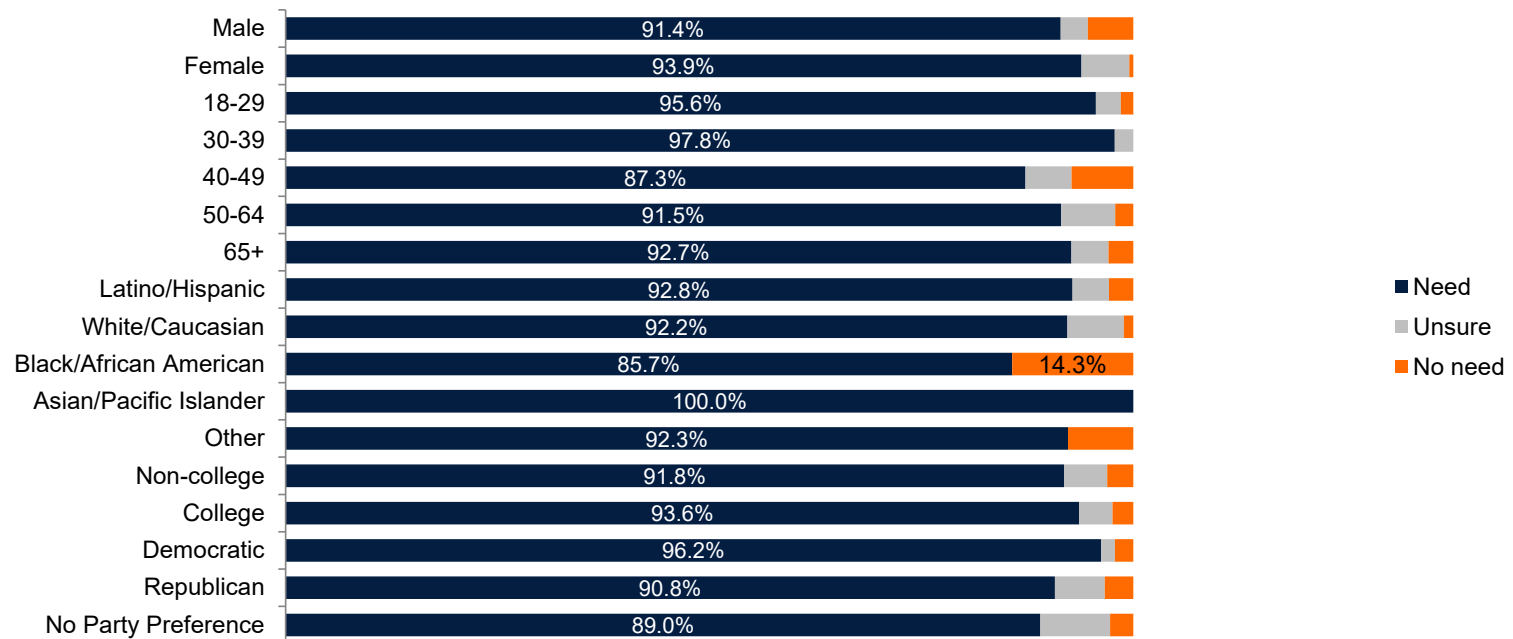


Total



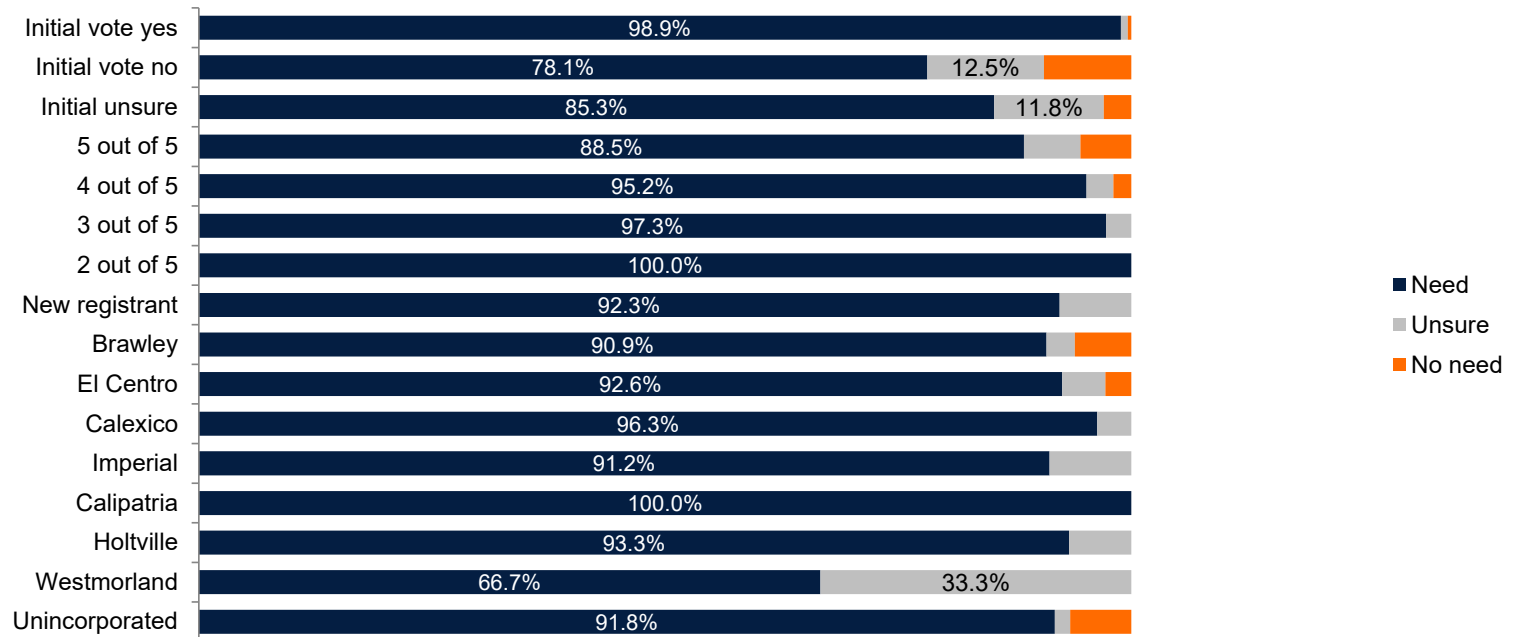
Results by gender, age group, ethnicity, education, and party

Question 4: Do you think the Imperial Valley Healthcare District has a great need, some need, a little need, or no real need for additional funds to upgrade hospital facilities and expand healthcare services?



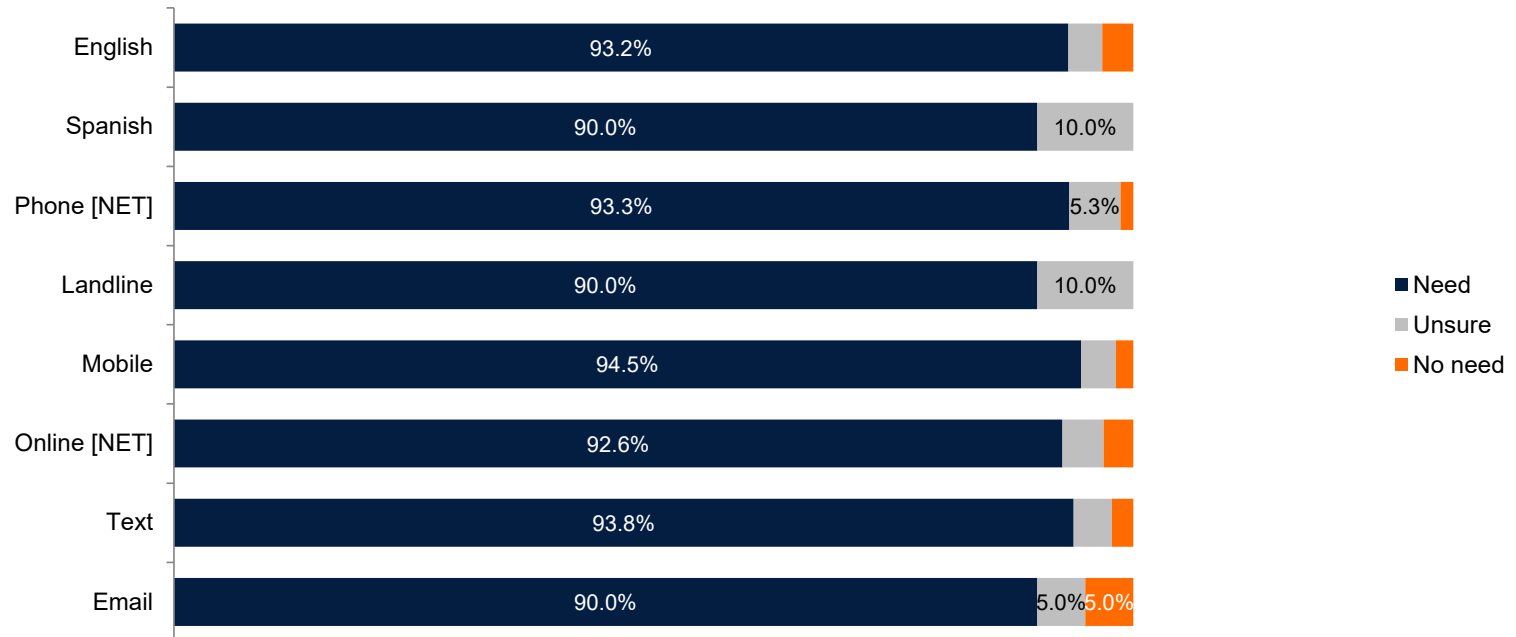
Results by initial vote, vote propensity, and City

Question 4: Do you think the Imperial Valley Healthcare District has a great need, some need, a little need, or no real need for additional funds to upgrade hospital facilities and expand healthcare services?



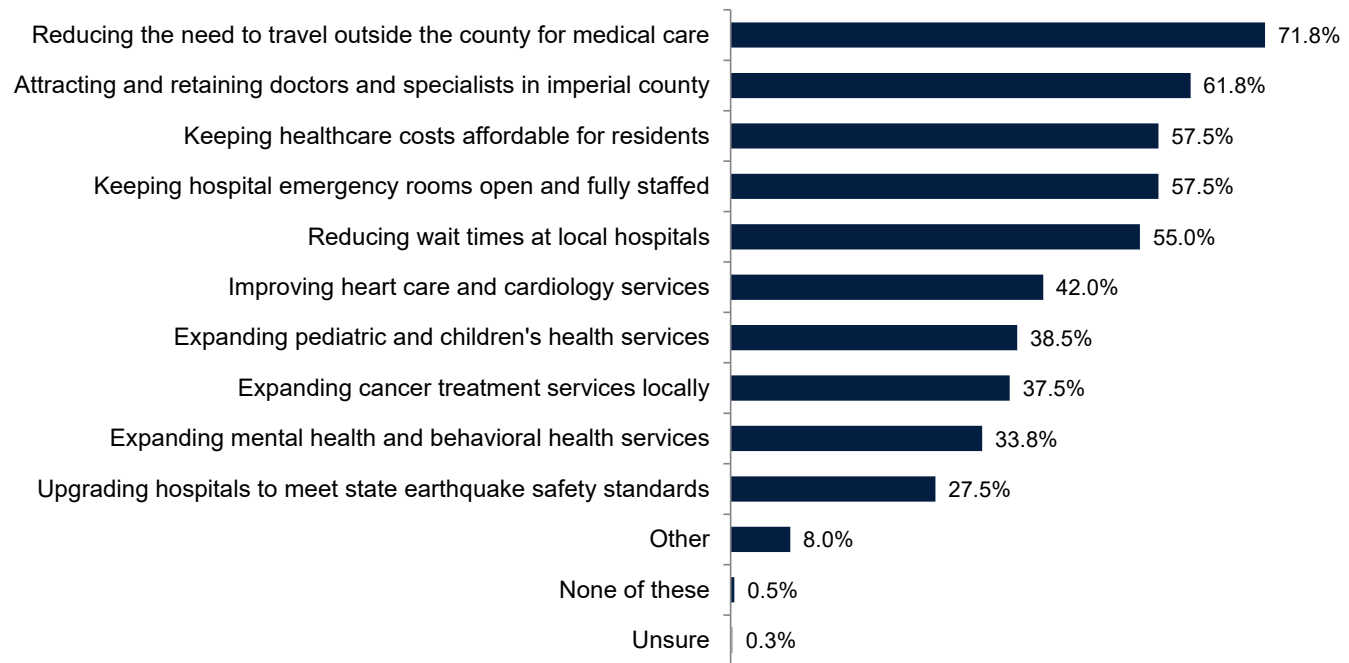
Results by survey language and mode

Question 4: Do you think the Imperial Valley Healthcare District has a great need, some need, a little need, or no real need for additional funds to upgrade hospital facilities and expand healthcare services?



Reducing the need for travel and attracting and retaining doctors are the most important healthcare issues for voters

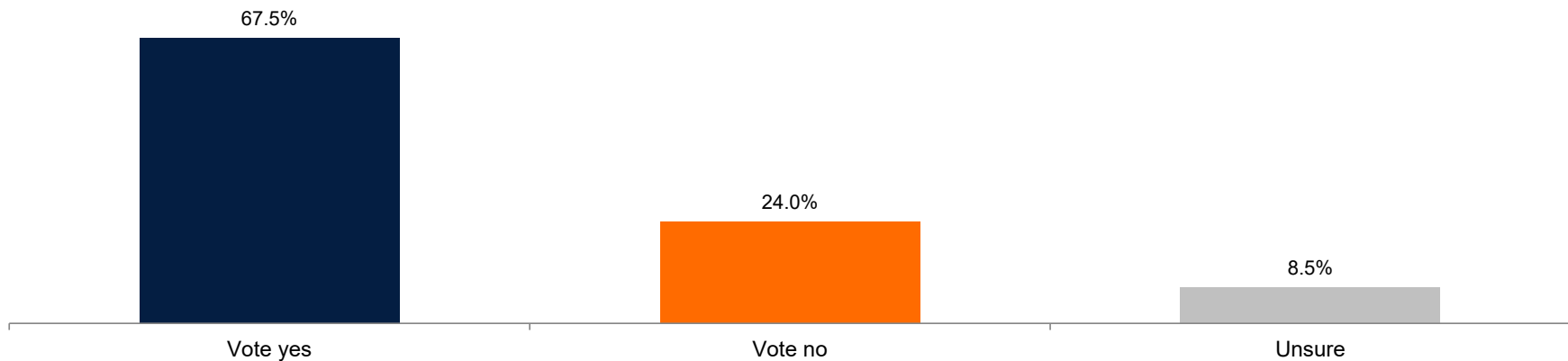
Question 5: Now we have a list of healthcare issues that may be relevant to residents of Imperial County. Please select all the ones that are very important to you personally.



Initial vote: The measure has strong majority support

Please consider a ballot measure that could come before Imperial County voters in November. Indicate if you would vote yes, or vote no.

Question 6: To help improve healthcare for all in Imperial County, shall the Imperial Valley Healthcare District issue a total of \$12,500,000 in annual parcel tax assessments to expand medical services to reduce the need for patients to travel outside the county, including improved cancer and heart care, expanded pediatric and children's health services, and make earthquake safety upgrades required by law, with independent citizens' oversight, annual audits, and all funds staying in Imperial County?

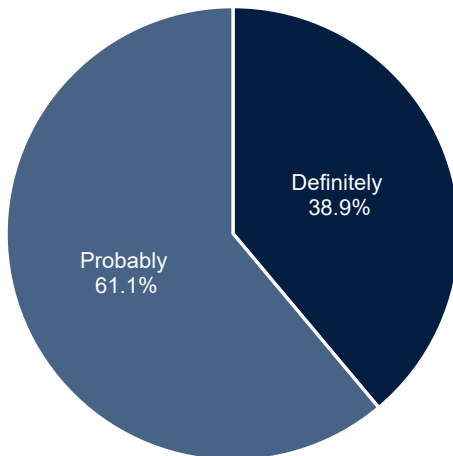


Among those who vote yes, 61% probably vote yes

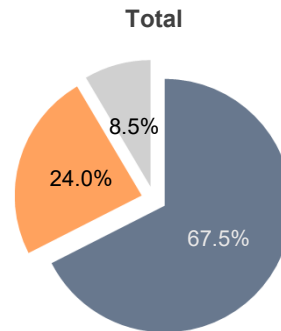
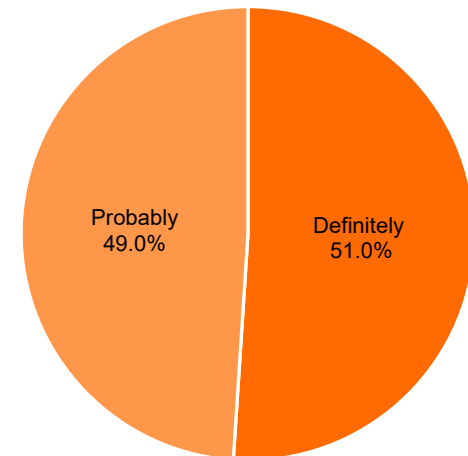
Please consider a ballot measure that could come before Imperial County voters in November. Indicate if you would vote yes, or vote no.

Question 6: To help improve healthcare for all in Imperial County, shall the Imperial Valley Healthcare District issue a total of \$12,500,000 in annual parcel tax assessments to expand medical services to reduce the need for patients to travel outside the county, including improved cancer and heart care, expanded pediatric and children's health services, and make earthquake safety upgrades required by law, with independent citizens' oversight, annual audits, and all funds staying in Imperial County?

Among those who said vote yes



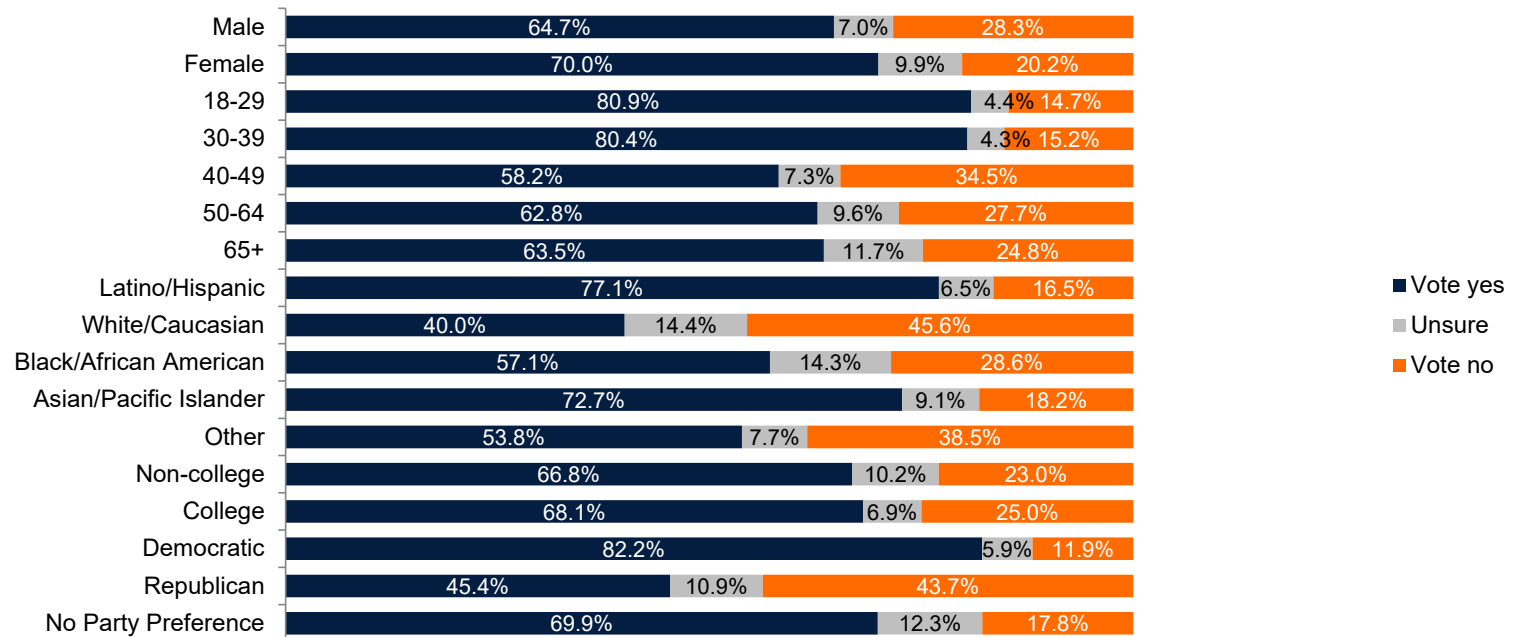
Among those who said vote no



Results by gender, age group, ethnicity, education, and party

Please consider a ballot measure that could come before Imperial County voters in November. Indicate if you would vote yes, or vote no.

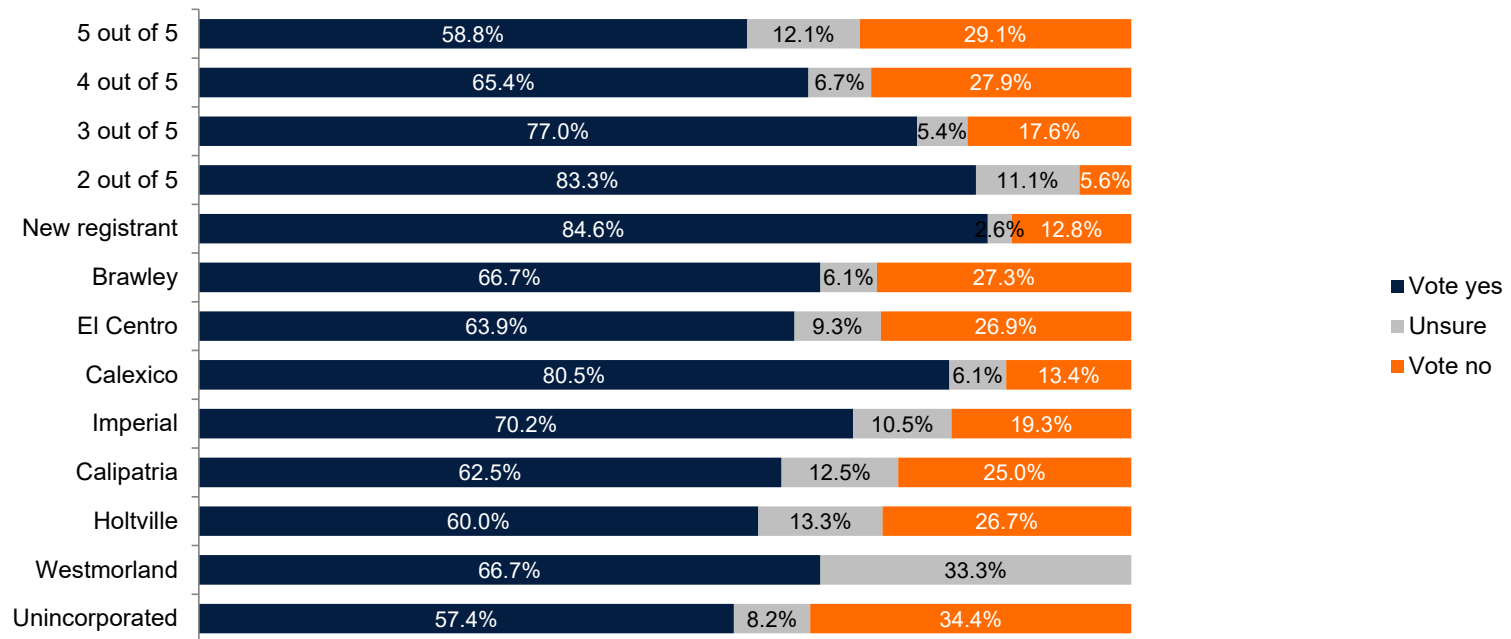
Question 6: To help improve healthcare for all in Imperial County, shall the Imperial Valley Healthcare District issue a total of \$12,500,000 in annual parcel tax assessments to expand medical services to reduce the need for patients to travel outside the county, including improved cancer and heart care, expanded pediatric and children's health services, and make earthquake safety upgrades required by law, with independent citizens' oversight, annual audits, and all funds staying in Imperial County?



Results by vote propensity and City

Please consider a ballot measure that could come before Imperial County voters in November. Indicate if you would vote yes, or vote no.

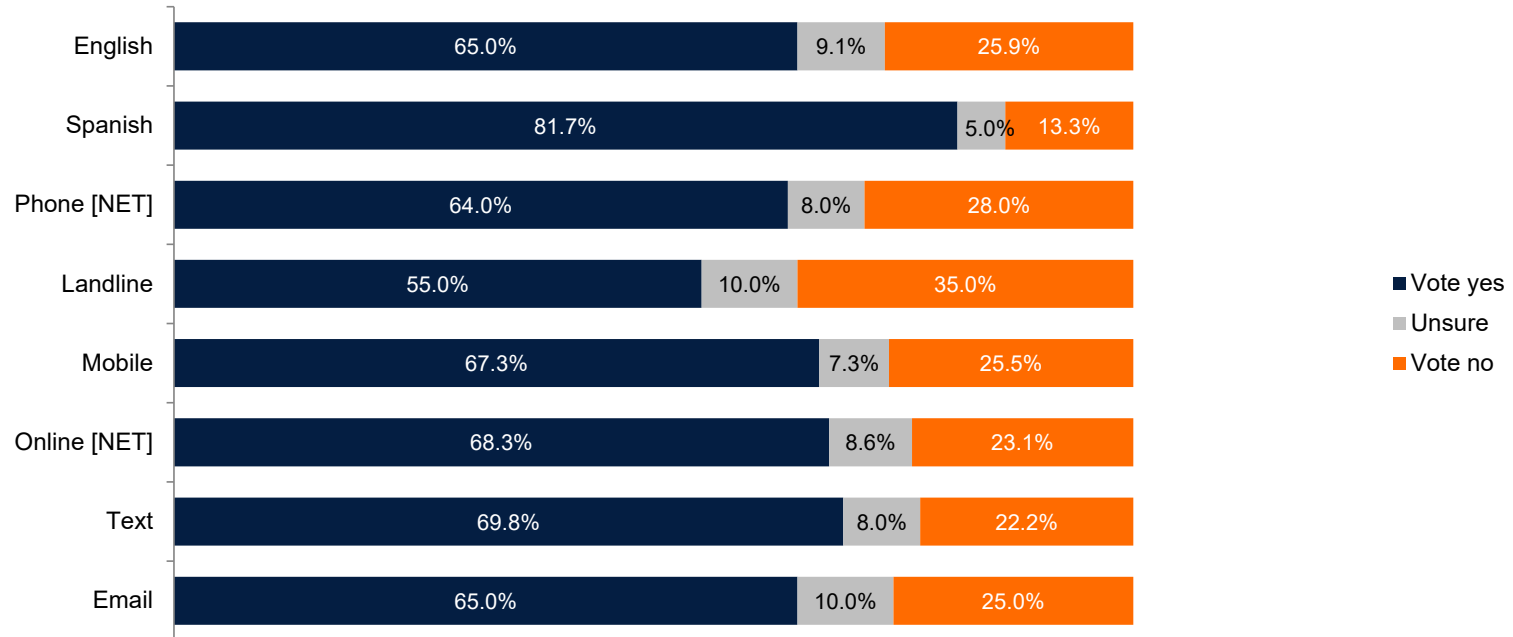
Question 6: To help improve healthcare for all in Imperial County, shall the Imperial Valley Healthcare District issue a total of \$12,500,000 in annual parcel tax assessments to expand medical services to reduce the need for patients to travel outside the county, including improved cancer and heart care, expanded pediatric and children's health services, and make earthquake safety upgrades required by law, with independent citizens' oversight, annual audits, and all funds staying in Imperial County?



Results by survey language and mode

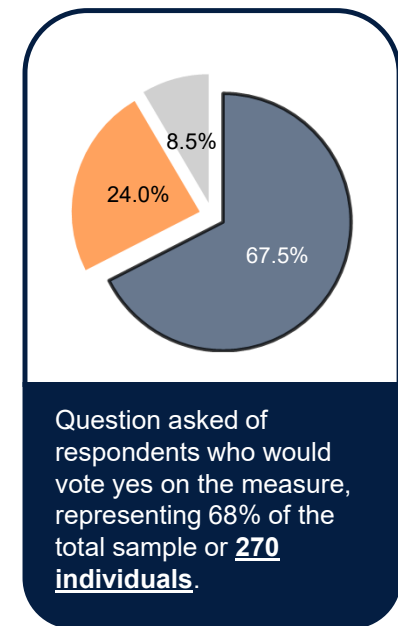
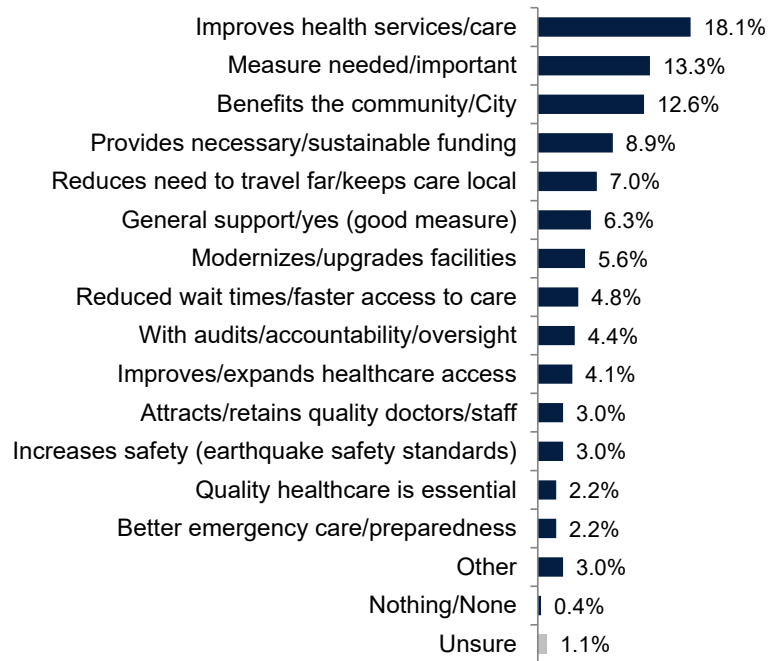
Please consider a ballot measure that could come before Imperial County voters in November. Indicate if you would vote yes, or vote no.

Question 6: To help improve healthcare for all in Imperial County, shall the Imperial Valley Healthcare District issue a total of \$12,500,000 in annual parcel tax assessments to expand medical services to reduce the need for patients to travel outside the county, including improved cancer and heart care, expanded pediatric and children's health services, and make earthquake safety upgrades required by law, with independent citizens' oversight, annual audits, and all funds staying in Imperial County?



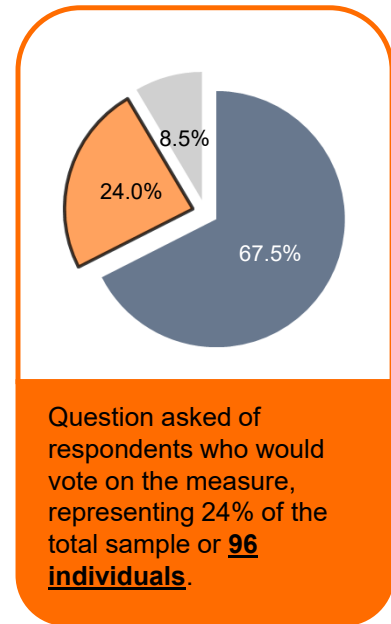
Health services improvement, the importance of the measures, and community benefits are top reasons they would vote yes

Question 7: Why would you vote yes on this bond measure?
 [IF ANSWERED 'VOTE YES' TO Q6]
 [OPEN ENDED QUESTION]



A general opposition to taxes is the main reason they would vote no

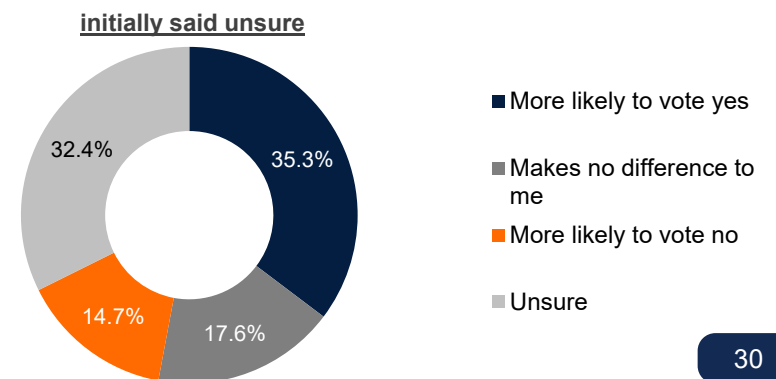
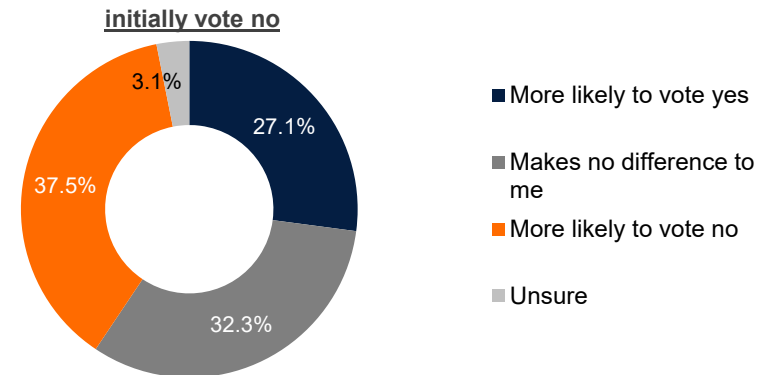
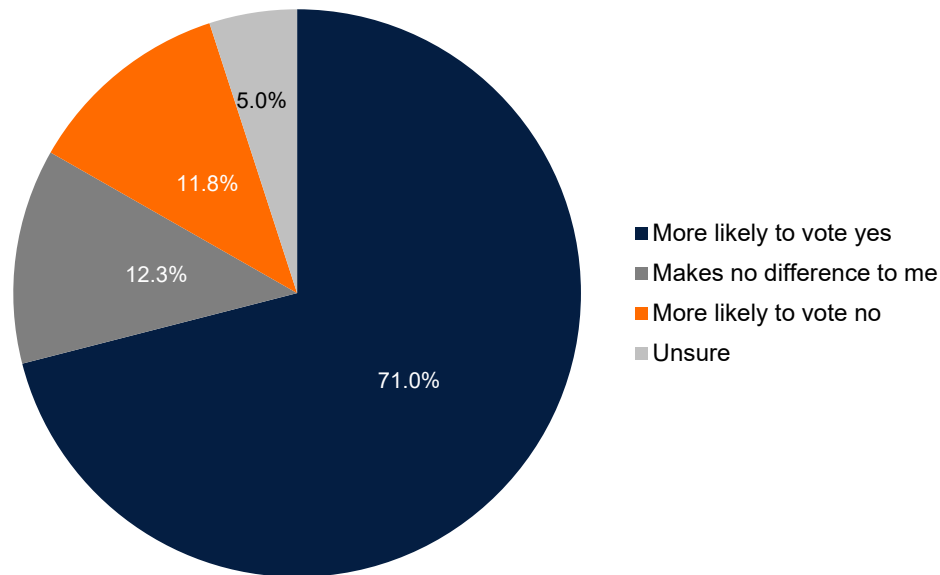
Question 8: Why would you vote no on this bond measure?
[IF ANSWERED 'VOTE YES' TO Q6]
[OPEN ENDED QUESTION]



71% are more likely to vote yes knowing local hospitals must meet earthquake safety standards or risk service reductions or closures

We have some additional information about the tax measure. Please consider each message and indicate whether it makes you more likely to vote yes or more likely to vote no. If it makes no difference to you, just say so.

Question 9: State law requires hospitals to meet earthquake safety standards by 2030, and the hospitals in Imperial County currently do not meet these requirements. Without upgrades, services could be reduced or facilities could be forced to close. The funds collected by IVHD's proposed tax measure would also be used to assist with these upgrades. Does knowing this make you more likely to vote yes or more likely to vote no?

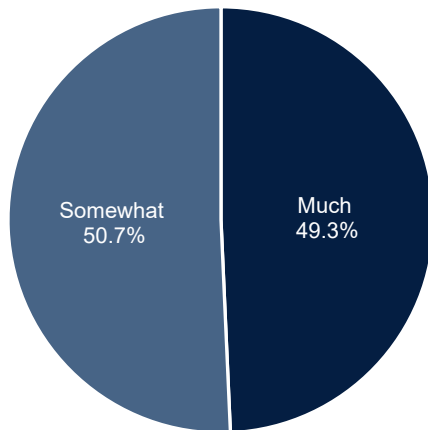


Among those more likely to vote yes, intensities are evenly split

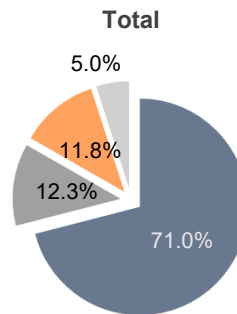
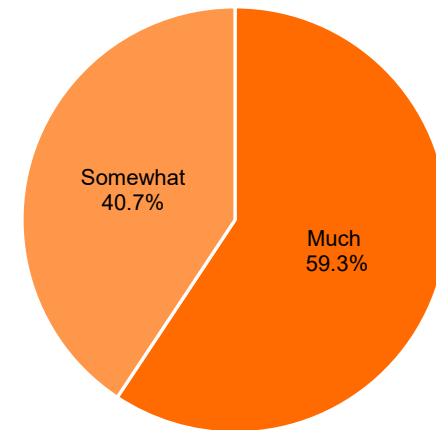
We have some additional information about the tax measure. Please consider each message and indicate whether it makes you more likely to vote yes or more likely to vote no. If it makes no difference to you, just say so.

Question 9: State law requires hospitals to meet earthquake safety standards by 2030, and the hospitals in Imperial County currently do not meet these requirements. Without upgrades, services could be reduced or facilities could be forced to close. The funds collected by IVHD's proposed tax measure would also be used to assist with these upgrades. Does knowing this make you more likely to vote yes or more likely to vote no?

Among those who said more likely to vote yes



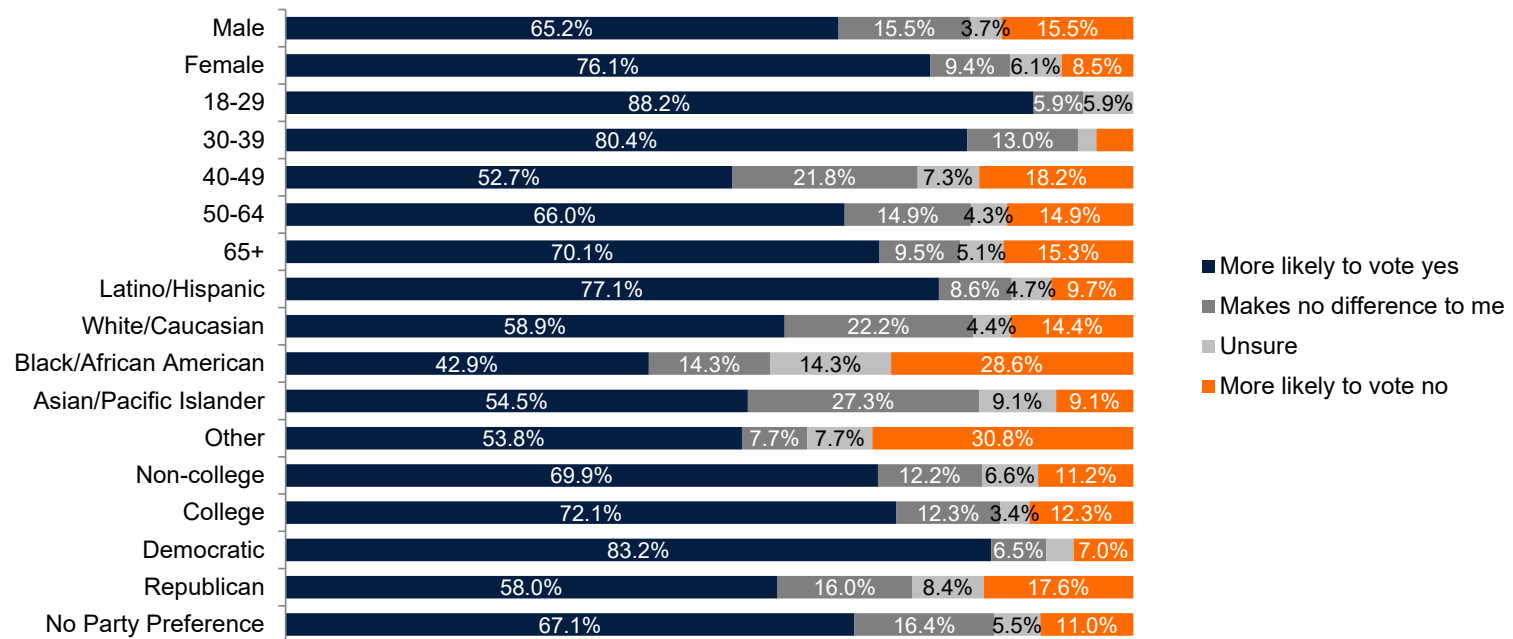
Among those who said more likely to vote no



Results by gender, age group, ethnicity, education, and party

We have some additional information about the tax measure. Please consider each message and indicate whether it makes you more likely to vote yes or more likely to vote no. If it makes no difference to you, just say so.

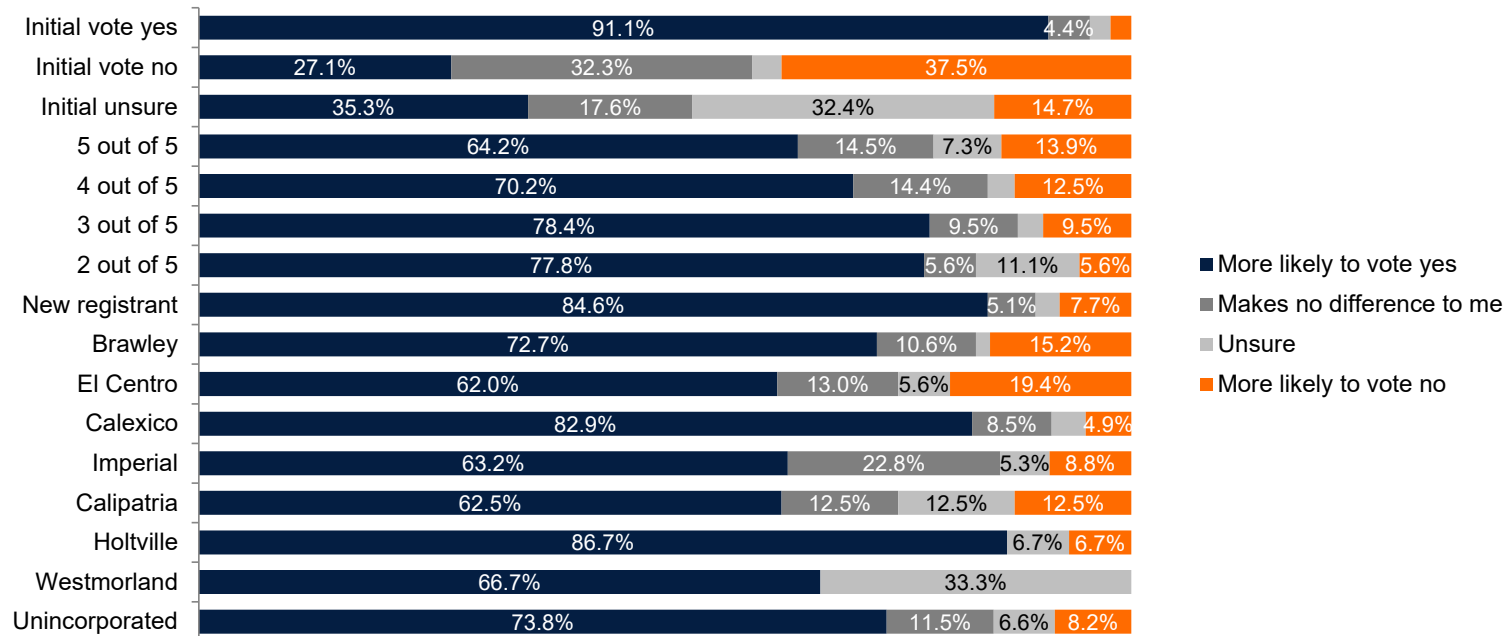
Question 9: State law requires hospitals to meet earthquake safety standards by 2030, and the hospitals in Imperial County currently do not meet these requirements. Without upgrades, services could be reduced or facilities could be forced to close. The funds collected by IVHD's proposed tax measure would also be used to assist with these upgrades. Does knowing this make you more likely to vote yes or more likely to vote no?



Results by initial vote, vote propensity, and City

We have some additional information about the tax measure. Please consider each message and indicate whether it makes you more likely to vote yes or more likely to vote no. If it makes no difference to you, just say so.

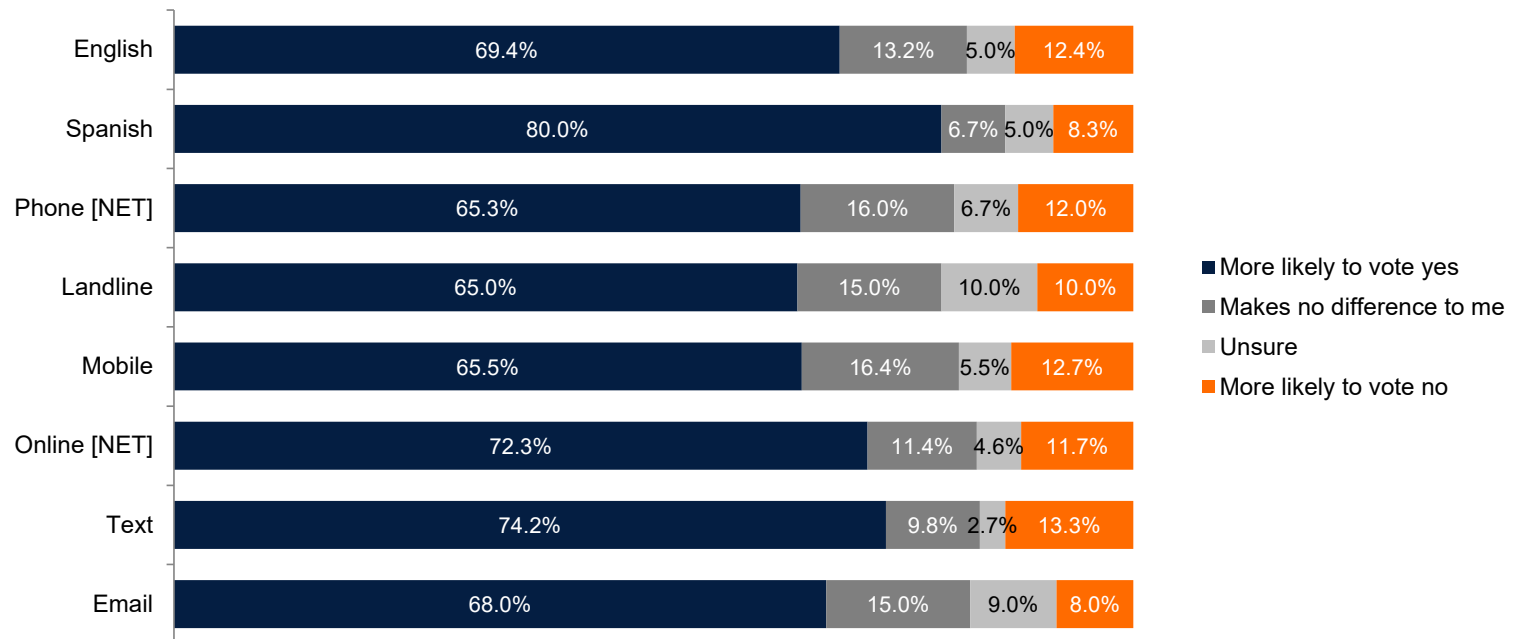
Question 9: State law requires hospitals to meet earthquake safety standards by 2030, and the hospitals in Imperial County currently do not meet these requirements. Without upgrades, services could be reduced or facilities could be forced to close. The funds collected by IVHD's proposed tax measure would also be used to assist with these upgrades. Does knowing this make you more likely to vote yes or more likely to vote no?



Results by survey language and mode

We have some additional information about the tax measure. Please consider each message and indicate whether it makes you more likely to vote yes or more likely to vote no. If it makes no difference to you, just say so.

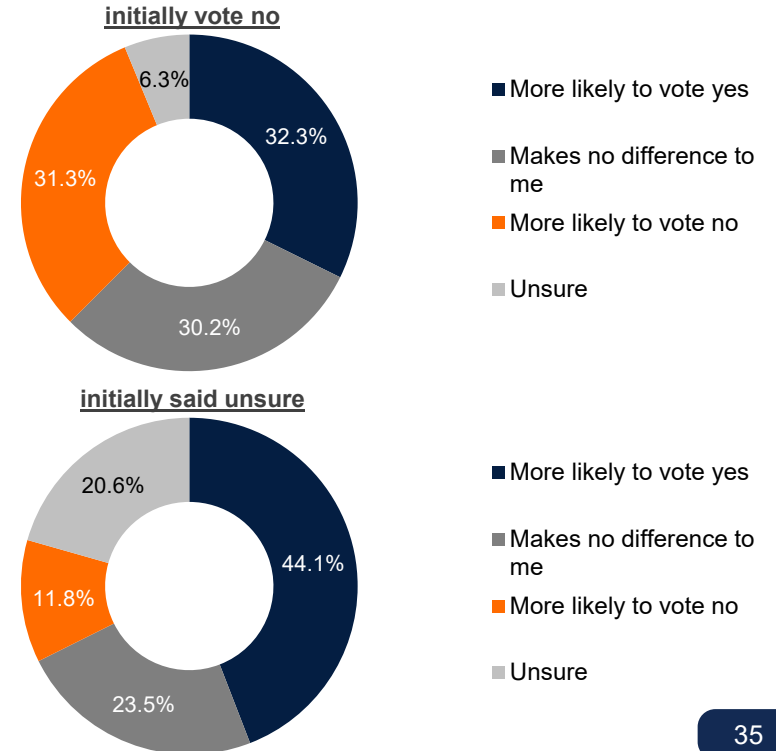
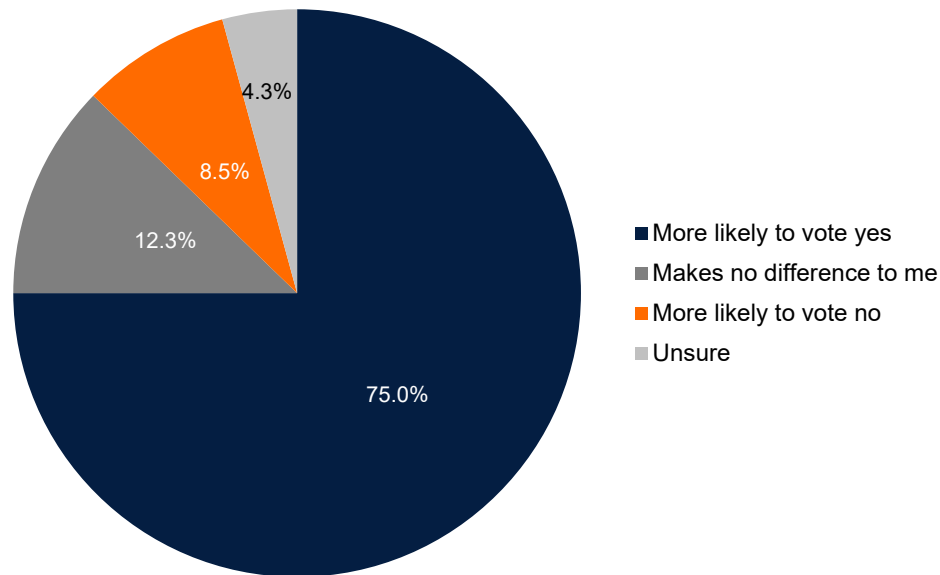
Question 9: State law requires hospitals to meet earthquake safety standards by 2030, and the hospitals in Imperial County currently do not meet these requirements. Without upgrades, services could be reduced or facilities could be forced to close. The funds collected by IVHD's proposed tax measure would also be used to assist with these upgrades. Does knowing this make you more likely to vote yes or more likely to vote no?



75% are more likely to vote yes knowing all funds would stay local and cannot be taken by the County, State or Federal Government

We have some additional information about the tax measure. Please consider each message and indicate whether it makes you more likely to vote yes or more likely to vote no. If it makes no difference to you, just say so.

Question 10: Every dollar generated by this tax measure stays with Imperial Valley Healthcare District and cannot be taken by the County, Sacramento or the federal government. Does knowing this make you more likely to vote yes or more likely to vote no?

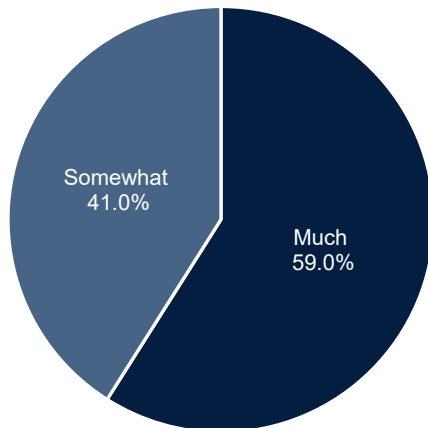


Among those more likely to vote yes, 59% are much more likely to vote yes

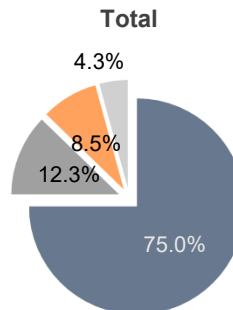
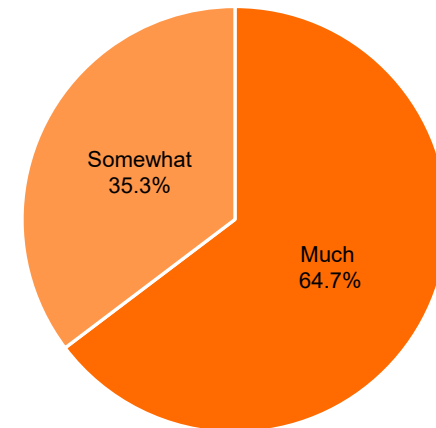
We have some additional information about the tax measure. Please consider each message and indicate whether it makes you more likely to vote yes or more likely to vote no. If it makes no difference to you, just say so.

Question 10: Every dollar generated by this tax measure stays with Imperial Valley Healthcare District and cannot be taken by the County, Sacramento or the federal government. Does knowing this make you more likely to vote yes or more likely to vote no?

Among those who said more likely to vote yes



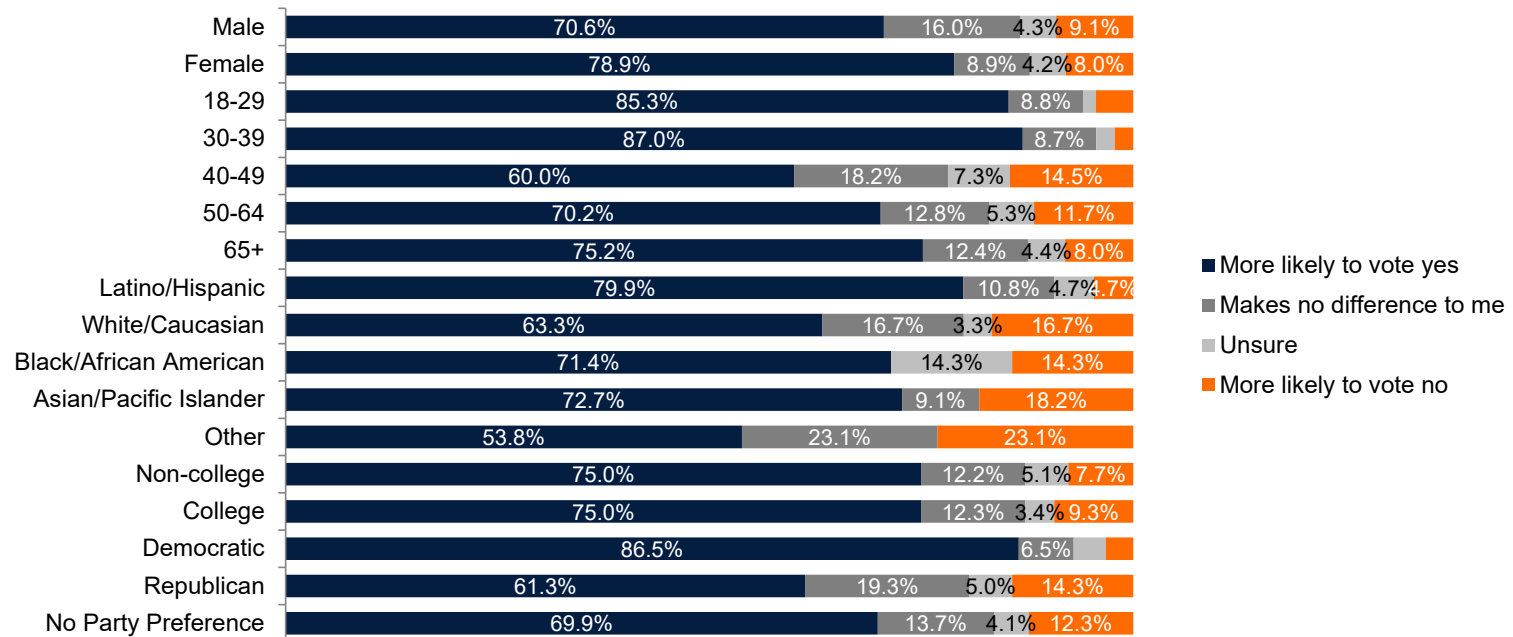
Among those who said more likely to vote no



Results by gender, age group, ethnicity, education, and party

We have some additional information about the tax measure. Please consider each message and indicate whether it makes you more likely to vote yes or more likely to vote no. If it makes no difference to you, just say so.

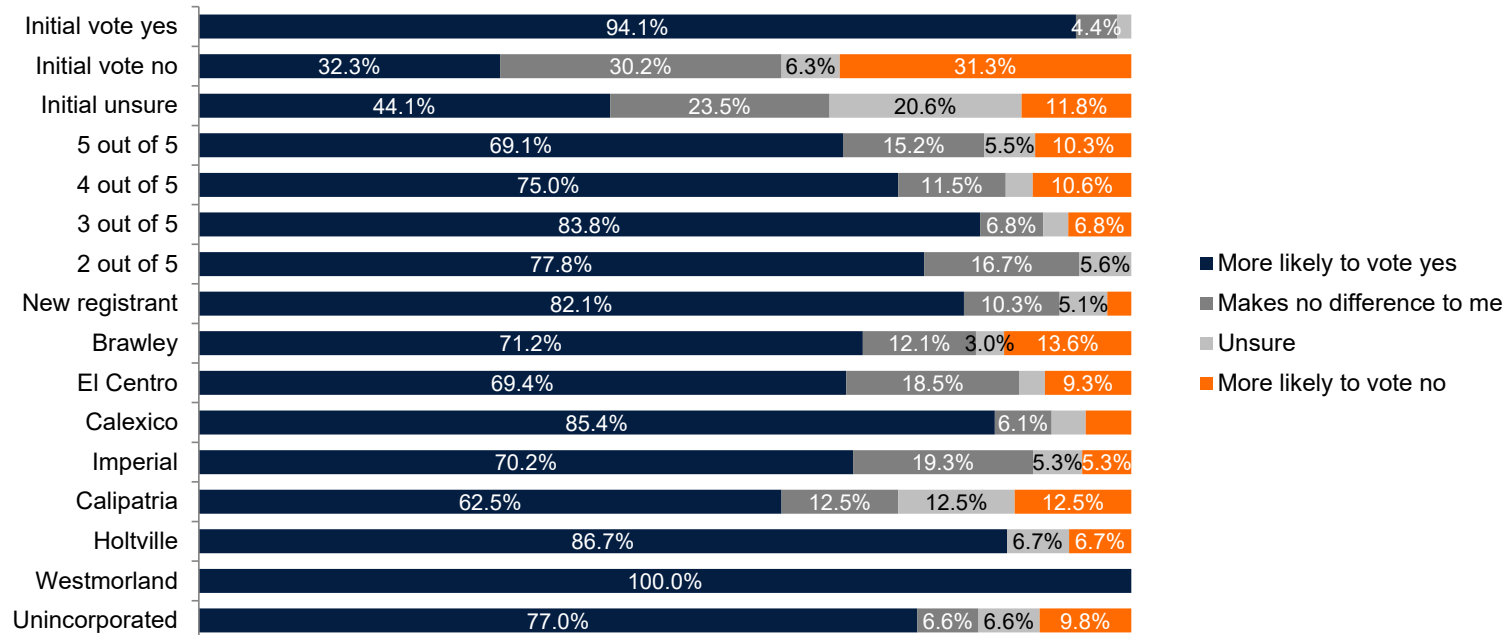
Question 10: Every dollar generated by this tax measure stays with Imperial Valley Healthcare District and cannot be taken by the County, Sacramento or the federal government. Does knowing this make you more likely to vote yes or more likely to vote no?



Results by initial vote, vote propensity, and City

We have some additional information about the tax measure. Please consider each message and indicate whether it makes you more likely to vote yes or more likely to vote no. If it makes no difference to you, just say so.

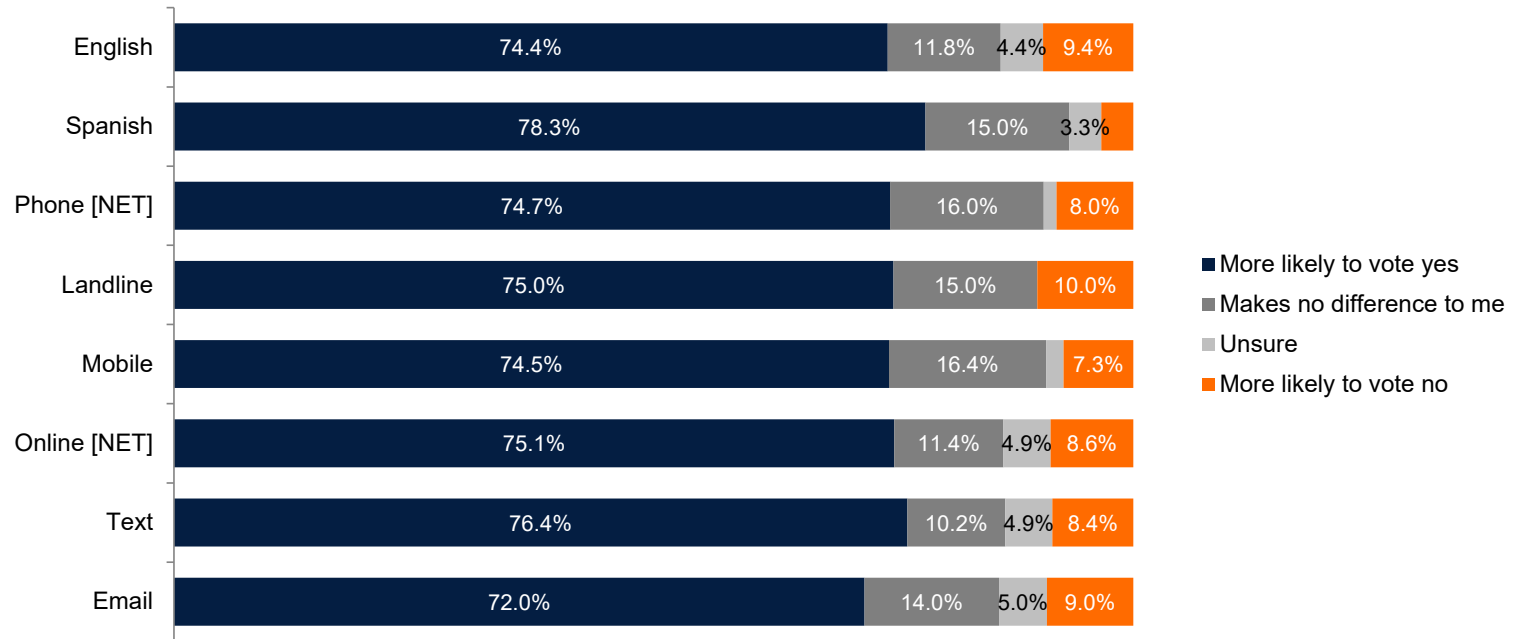
Question 10: Every dollar generated by this tax measure stays with Imperial Valley Healthcare District and cannot be taken by the County, Sacramento or the federal government. Does knowing this make you more likely to vote yes or more likely to vote no?



Results by survey language and mode

We have some additional information about the tax measure. Please consider each message and indicate whether it makes you more likely to vote yes or more likely to vote no. If it makes no difference to you, just say so.

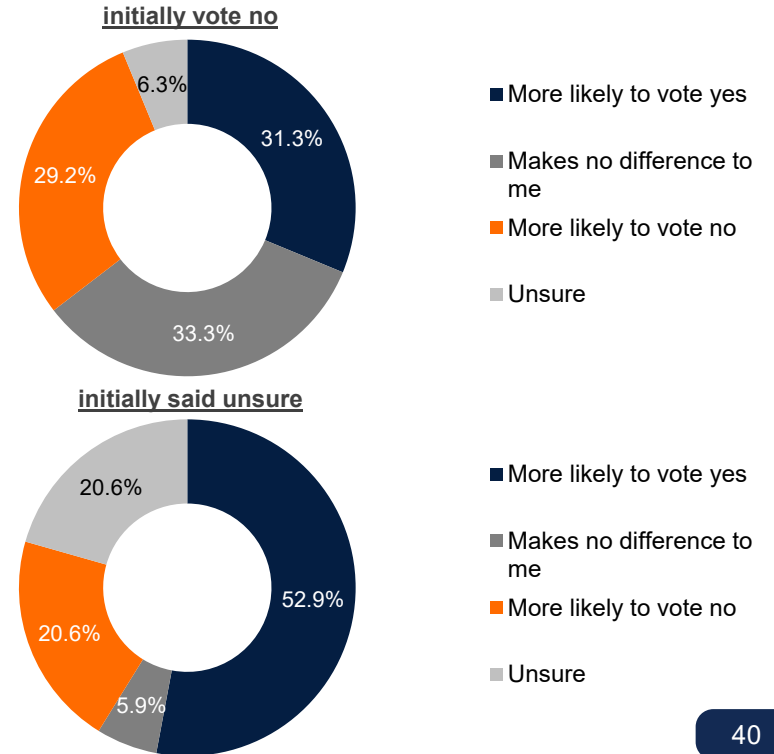
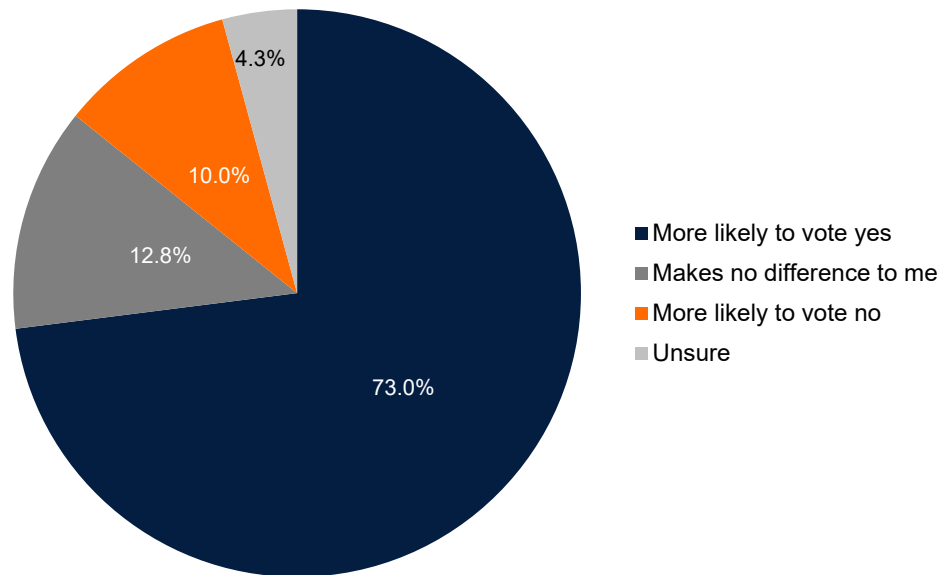
Question 10: Every dollar generated by this tax measure stays with Imperial Valley Healthcare District and cannot be taken by the County, Sacramento or the federal government. Does knowing this make you more likely to vote yes or more likely to vote no?



73% are more likely to vote yes knowing that the measure includes citizen oversight and mandatory annual audits

We have some additional information about the tax measure. Please consider each message and indicate whether it makes you more likely to vote yes or more likely to vote no. If it makes no difference to you, just say so.

Question 11: This tax measure includes an independent citizens' oversight committee and mandatory annual audits to ensure funds are spent as promised. Does knowing this make you more likely to vote yes or more likely to vote no?

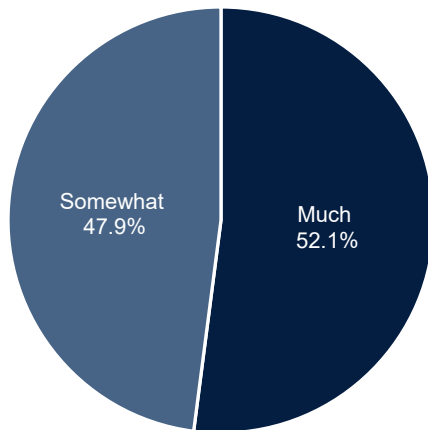


Among those more likely to vote yes, 52% are much more likely to vote yes

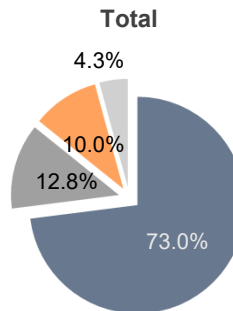
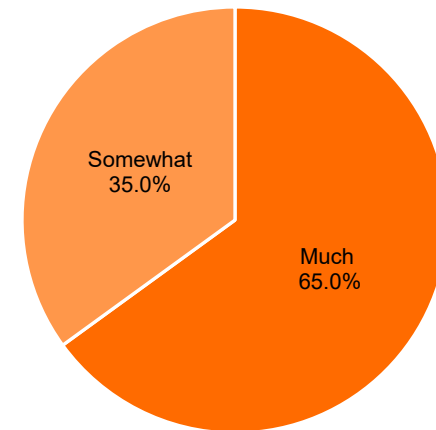
We have some additional information about the tax measure. Please consider each message and indicate whether it makes you more likely to vote yes or more likely to vote no. If it makes no difference to you, just say so.

Question 11: This tax measure includes an independent citizens' oversight committee and mandatory annual audits to ensure funds are spent as promised. Does knowing this make you more likely to vote yes or more likely to vote no?

Among those who said more likely to vote yes



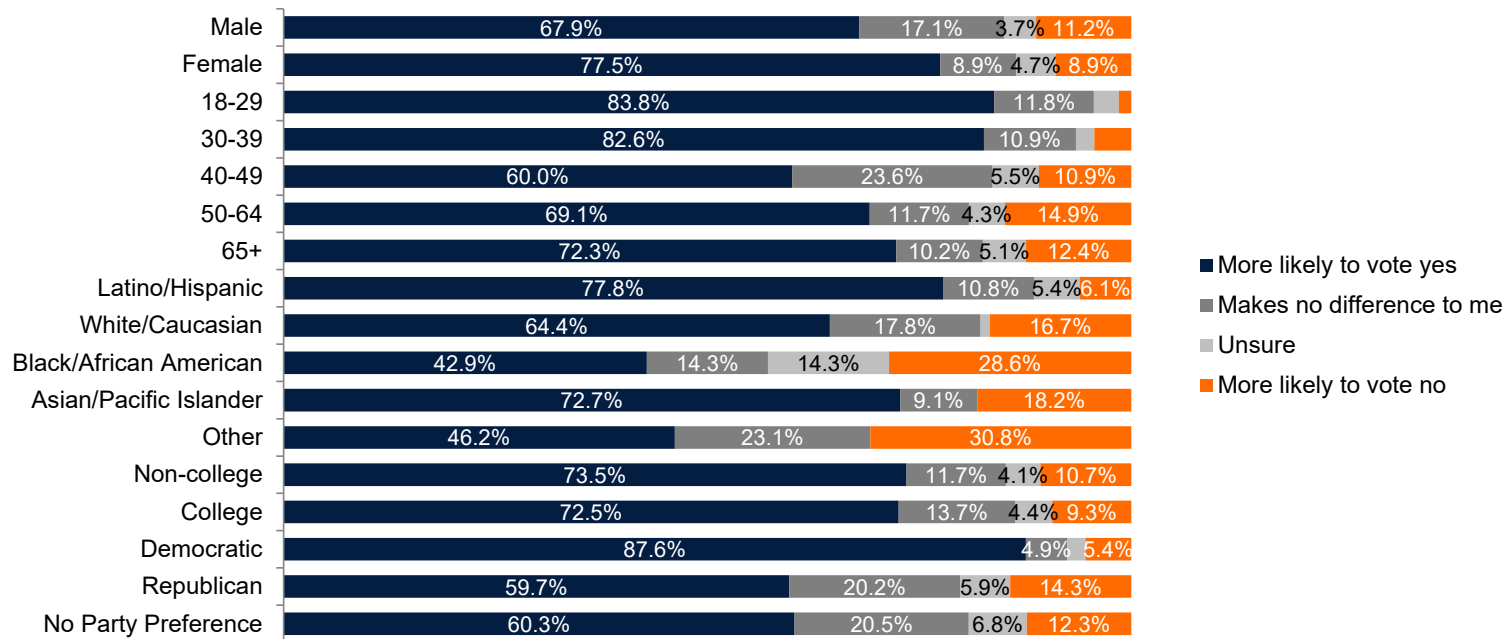
Among those who said more likely to vote no



Results by gender, age group, ethnicity, education, and party

We have some additional information about the tax measure. Please consider each message and indicate whether it makes you more likely to vote yes or more likely to vote no. If it makes no difference to you, just say so.

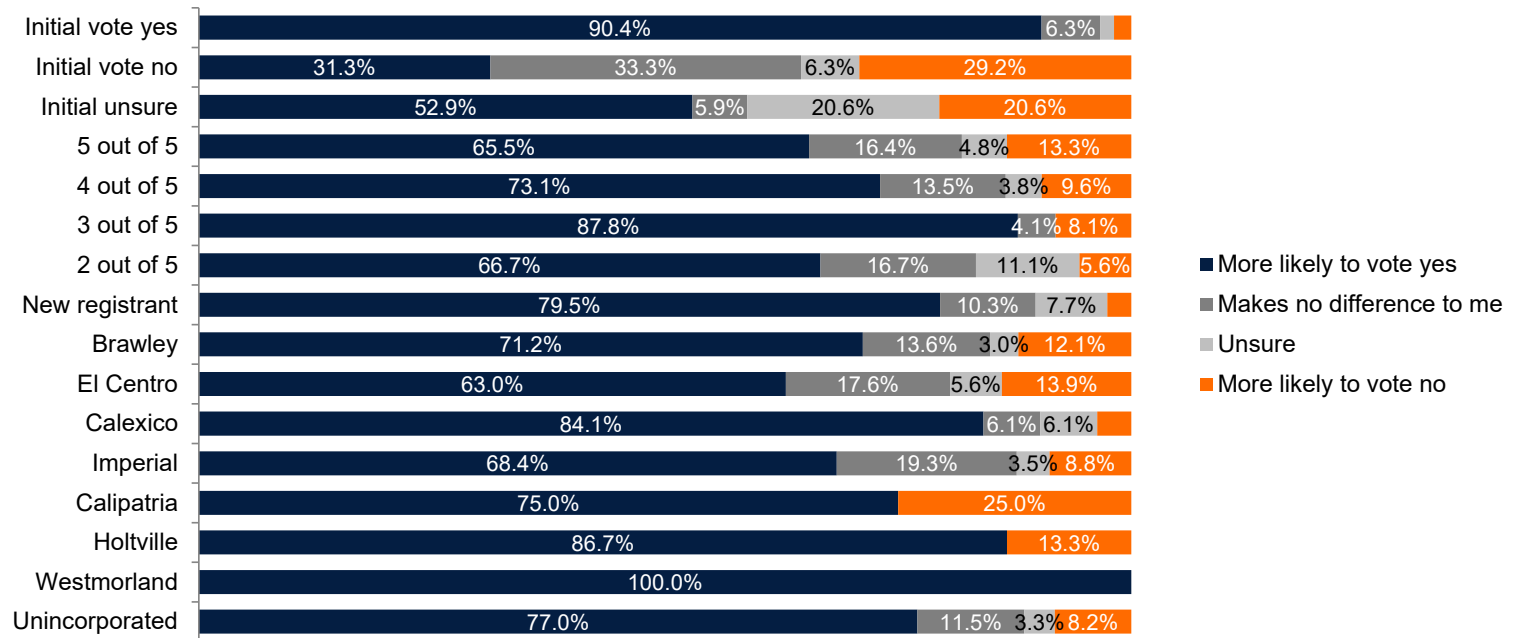
Question 11: This tax measure includes an independent citizens' oversight committee and mandatory annual audits to ensure funds are spent as promised. Does knowing this make you more likely to vote yes or more likely to vote no?



Results by initial vote, vote propensity, and City

We have some additional information about the tax measure. Please consider each message and indicate whether it makes you more likely to vote yes or more likely to vote no. If it makes no difference to you, just say so.

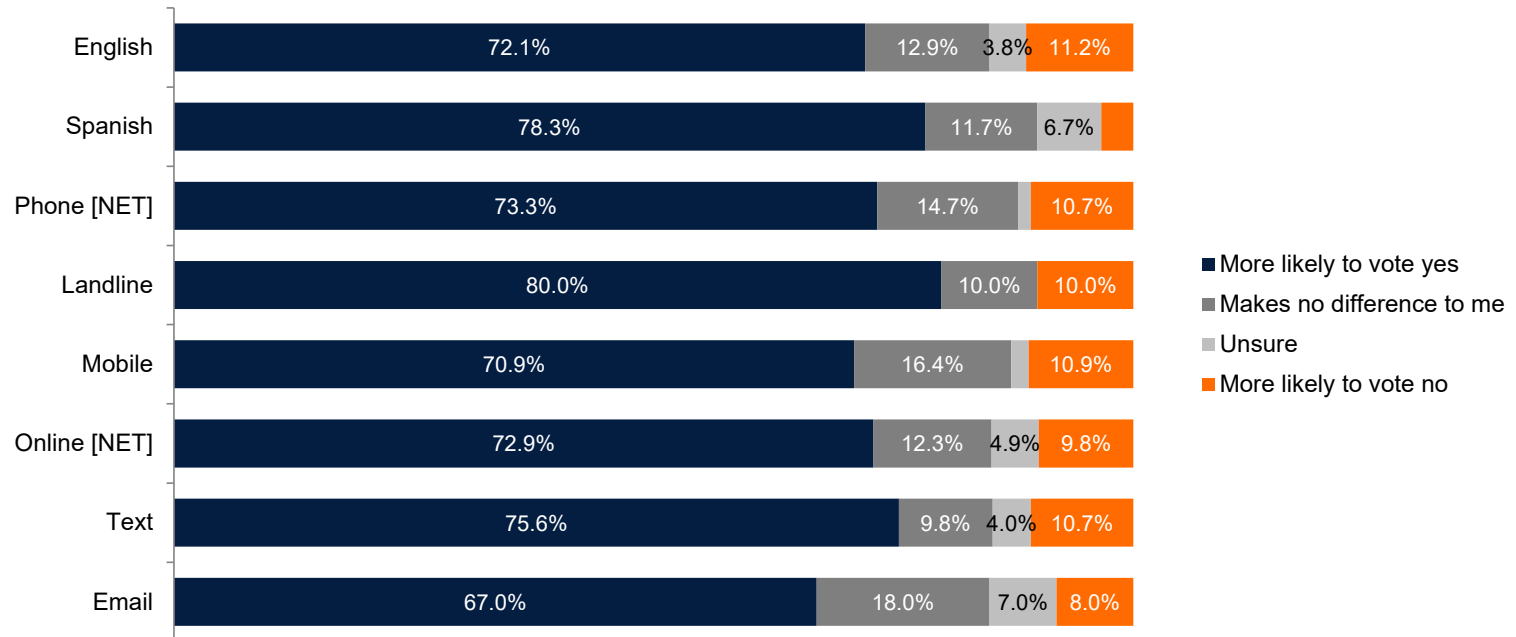
Question 11: This tax measure includes an independent citizens' oversight committee and mandatory annual audits to ensure funds are spent as promised. Does knowing this make you more likely to vote yes or more likely to vote no?



Results by survey language and mode

We have some additional information about the tax measure. Please consider each message and indicate whether it makes you more likely to vote yes or more likely to vote no. If it makes no difference to you, just say so.

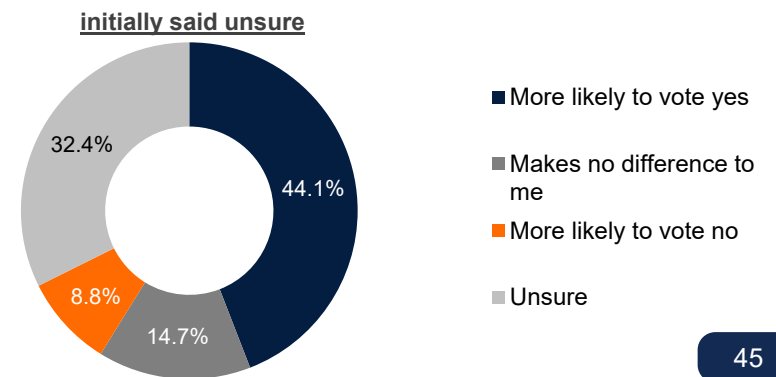
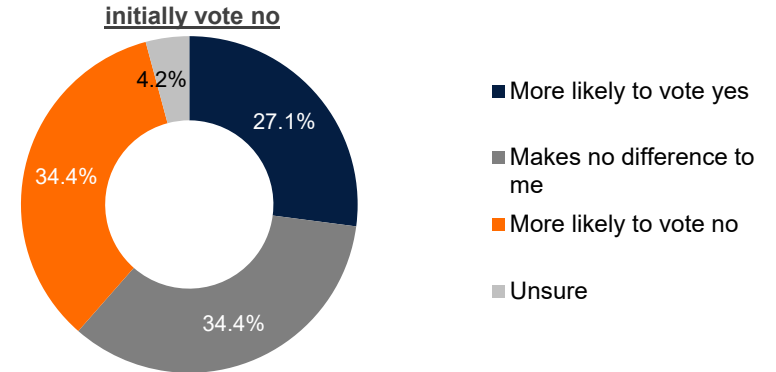
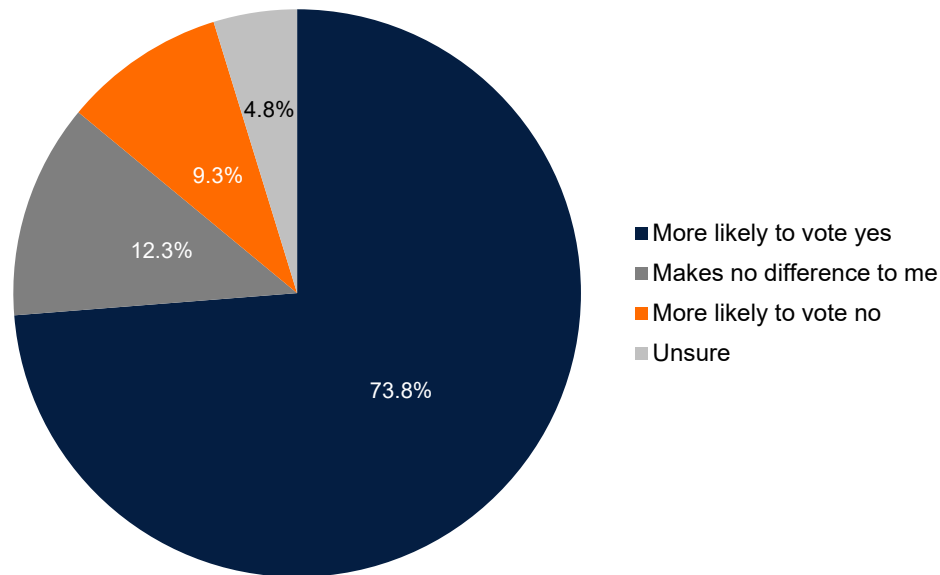
Question 11: This tax measure includes an independent citizens' oversight committee and mandatory annual audits to ensure funds are spent as promised. Does knowing this make you more likely to vote yes or more likely to vote no?



74% are more likely to vote yes knowing the measure would help expand local specialty healthcare services and reduce the need to travel outside the County for care

We have some additional information about the tax measure. Please consider each message and indicate whether it makes you more likely to vote yes or more likely to vote no. If it makes no difference to you, just say so.

Question 12: Many Imperial County residents have to travel two or more hours to San Diego or the Coachella Valley for specialty medical care, costing families time and money. This tax measure would help expand local specialty services so patients can be treated closer to home. Does knowing this make you more likely to vote yes or more likely to vote no?

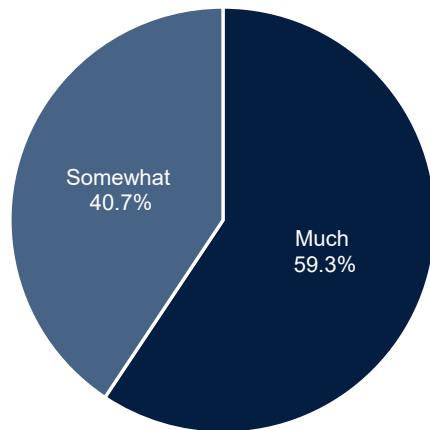


Among those more likely to vote yes, 59% are much more likely to vote yes

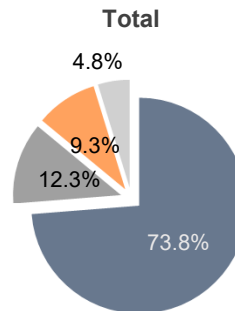
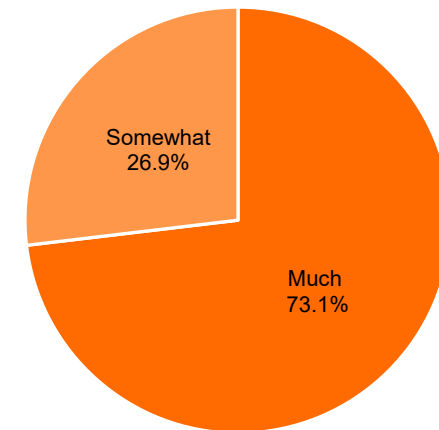
We have some additional information about the tax measure. Please consider each message and indicate whether it makes you more likely to vote yes or more likely to vote no. If it makes no difference to you, just say so.

Question 12: Many Imperial County residents have to travel two or more hours to San Diego or the Coachella Valley for specialty medical care, costing families time and money. This tax measure would help expand local specialty services so patients can be treated closer to home. Does knowing this make you more likely to vote yes or more likely to vote no?

Among those who said more likely to vote yes



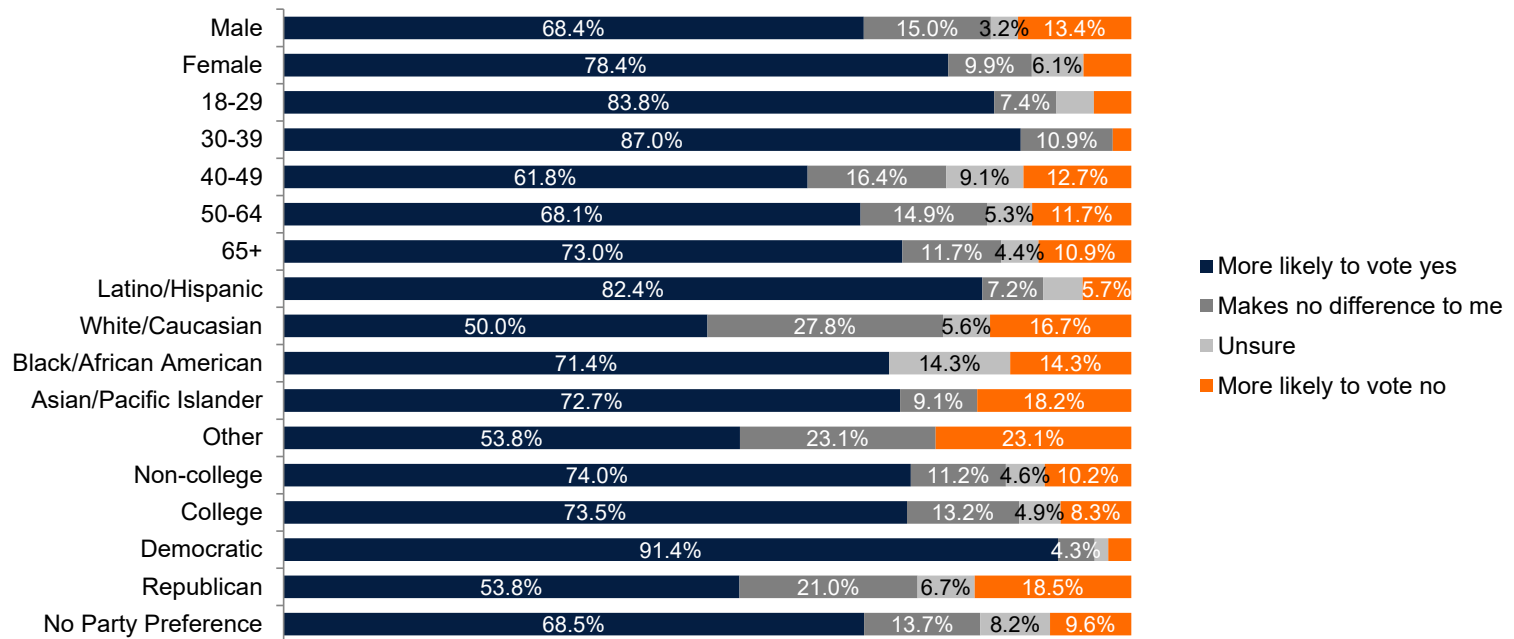
Among those who said more likely to vote no



Results by gender, age group, ethnicity, education, and party

We have some additional information about the tax measure. Please consider each message and indicate whether it makes you more likely to vote yes or more likely to vote no. If it makes no difference to you, just say so.

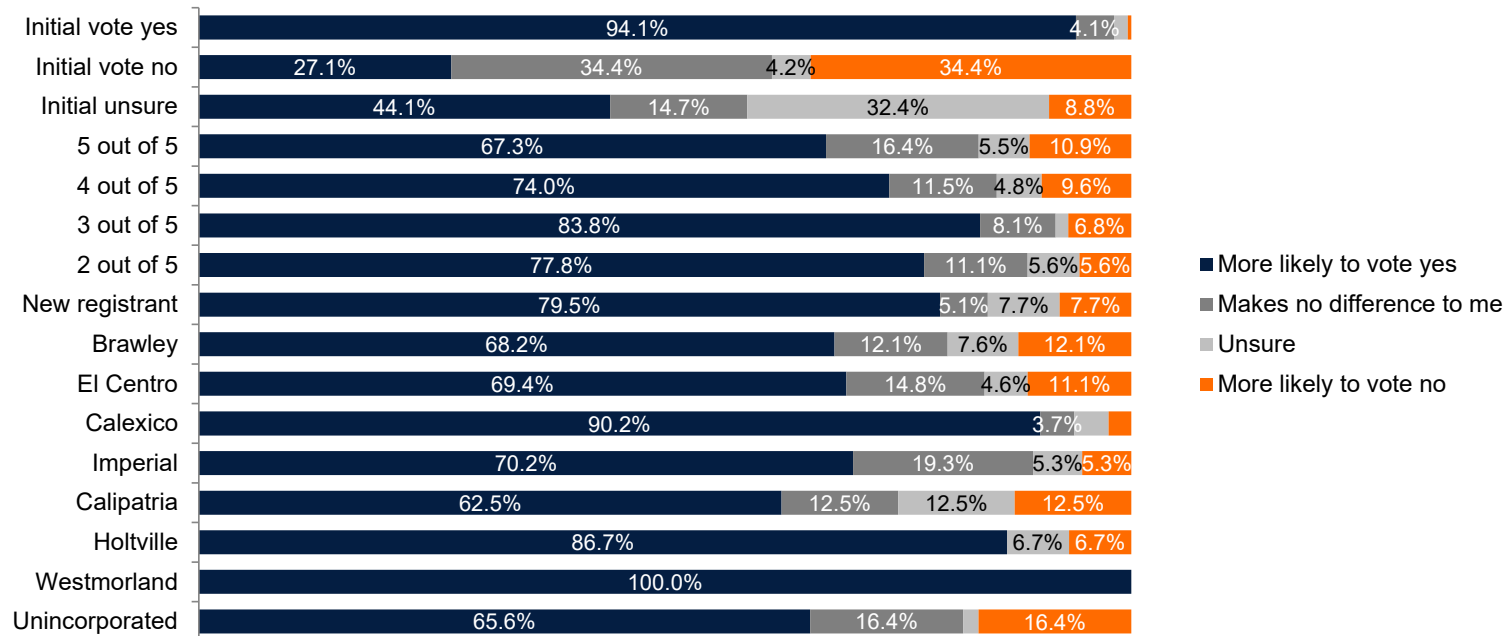
Question 12: Many Imperial County residents have to travel two or more hours to San Diego or the Coachella Valley for specialty medical care, costing families time and money. This tax measure would help expand local specialty services so patients can be treated closer to home. Does knowing this make you more likely to vote yes or more likely to vote no?



Results by initial vote, vote propensity, and City

We have some additional information about the tax measure. Please consider each message and indicate whether it makes you more likely to vote yes or more likely to vote no. If it makes no difference to you, just say so.

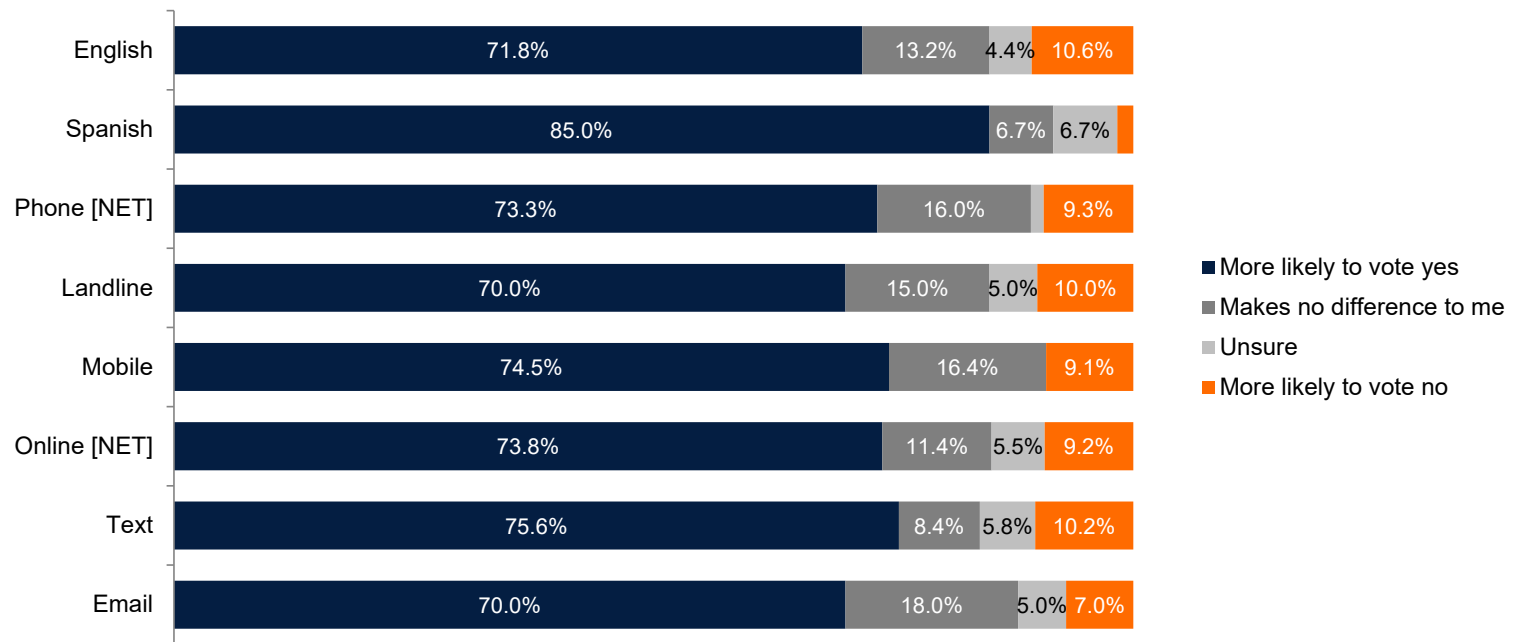
Question 12: Many Imperial County residents have to travel two or more hours to San Diego or the Coachella Valley for specialty medical care, costing families time and money. This tax measure would help expand local specialty services so patients can be treated closer to home. Does knowing this make you more likely to vote yes or more likely to vote no?



Results by survey language and mode

We have some additional information about the tax measure. Please consider each message and indicate whether it makes you more likely to vote yes or more likely to vote no. If it makes no difference to you, just say so.

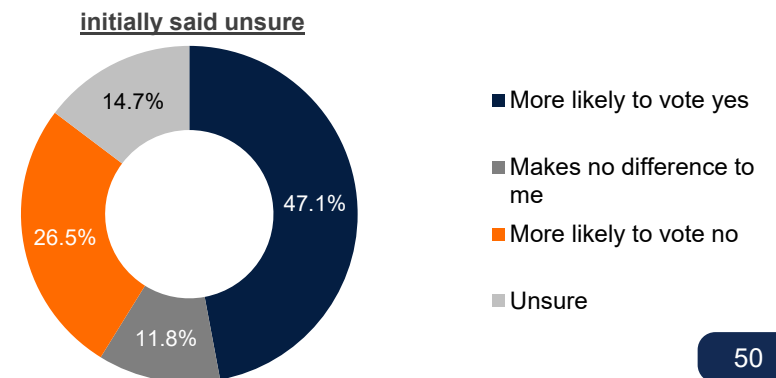
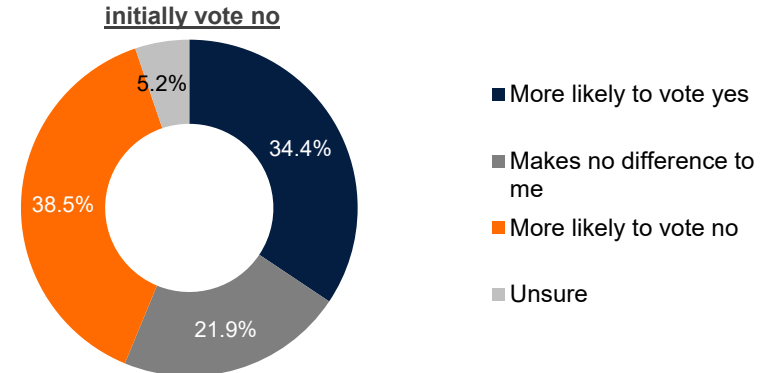
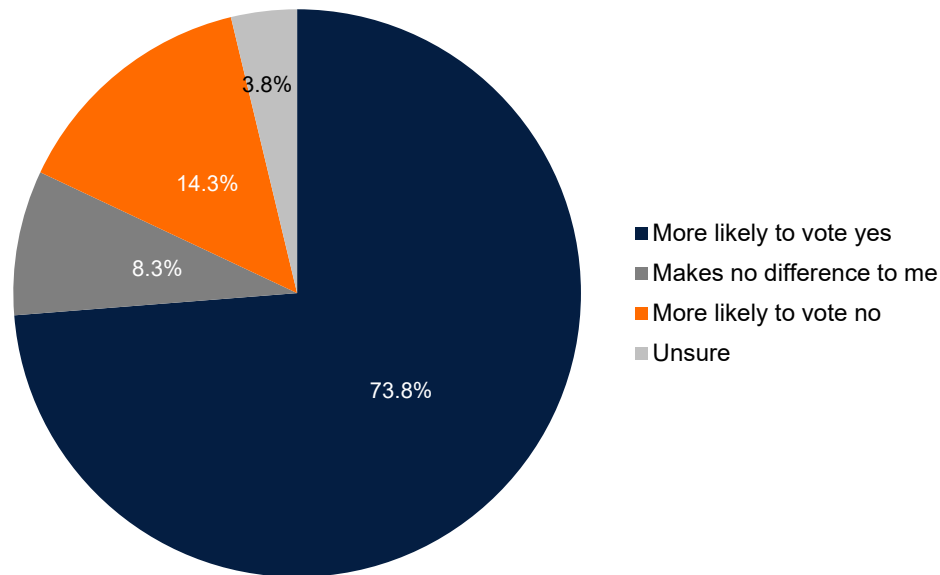
Question 12: Many Imperial County residents have to travel two or more hours to San Diego or the Coachella Valley for specialty medical care, costing families time and money. This tax measure would help expand local specialty services so patients can be treated closer to home. Does knowing this make you more likely to vote yes or more likely to vote no?



74% are more likely to vote yes knowing IVHD has partnered with UC San Diego Health to expand medical expertise and training programs in Imperial County

We have some additional information about the tax measure. Please consider each message and indicate whether it makes you more likely to vote yes or more likely to vote no. If it makes no difference to you, just say so.

Question 13: The Imperial Valley Healthcare District has partnered with UC San Diego Health to bring advanced medical expertise and training programs to Imperial County. This tax measure would fund the facilities needed to support that partnership. Does knowing this make you more likely to vote yes or more likely to vote no?

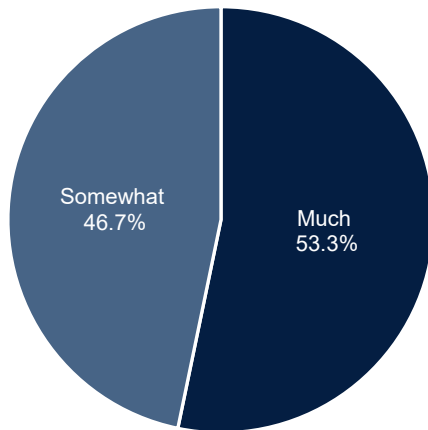


Among those more likely to vote yes, 53% are much more likely to vote yes

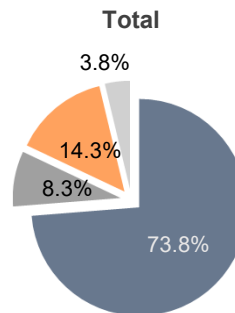
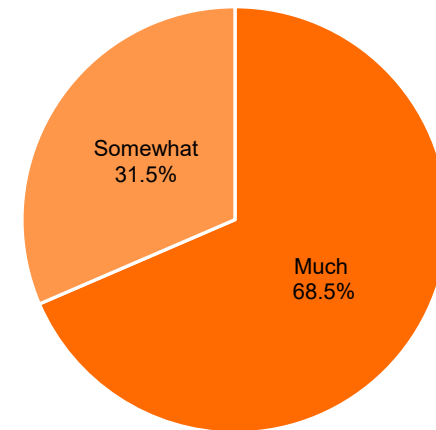
We have some additional information about the tax measure. Please consider each message and indicate whether it makes you more likely to vote yes or more likely to vote no. If it makes no difference to you, just say so.

Question 13: The Imperial Valley Healthcare District has partnered with UC San Diego Health to bring advanced medical expertise and training programs to Imperial County. This tax measure would fund the facilities needed to support that partnership. Does knowing this make you more likely to vote yes or more likely to vote no?

Among those who said more likely to vote yes



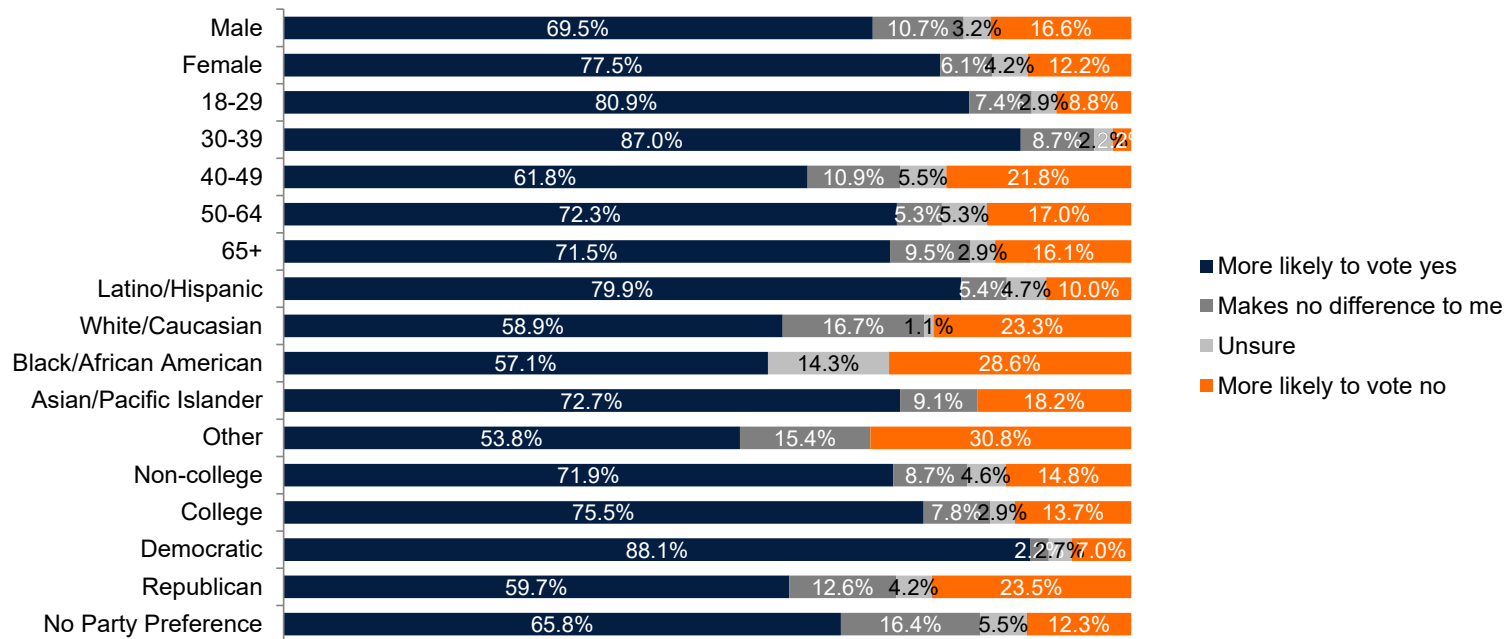
Among those who said more likely to vote no



Results by gender, age group, ethnicity, education, and party

We have some additional information about the tax measure. Please consider each message and indicate whether it makes you more likely to vote yes or more likely to vote no. If it makes no difference to you, just say so.

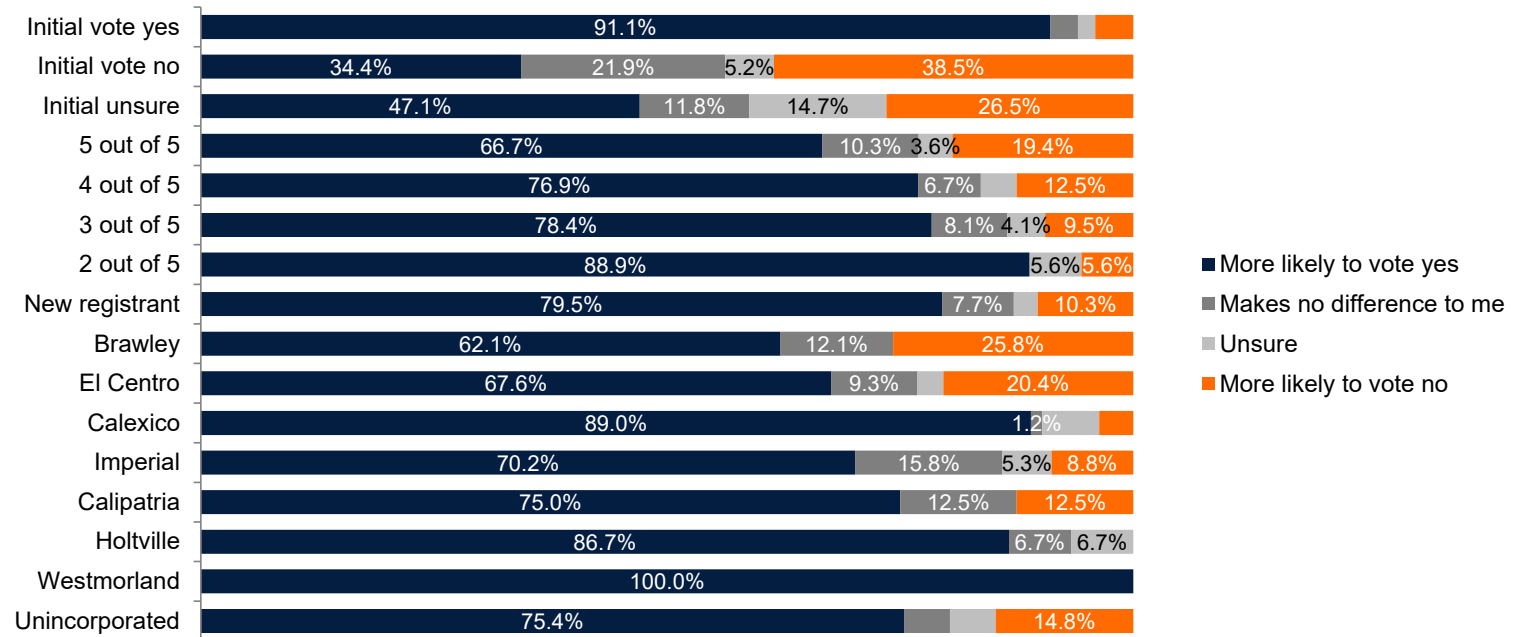
Question 13: The Imperial Valley Healthcare District has partnered with UC San Diego Health to bring advanced medical expertise and training programs to Imperial County. This tax measure would fund the facilities needed to support that partnership. Does knowing this make you more likely to vote yes or more likely to vote no?



Results by initial vote, vote propensity, and City

We have some additional information about the tax measure. Please consider each message and indicate whether it makes you more likely to vote yes or more likely to vote no. If it makes no difference to you, just say so.

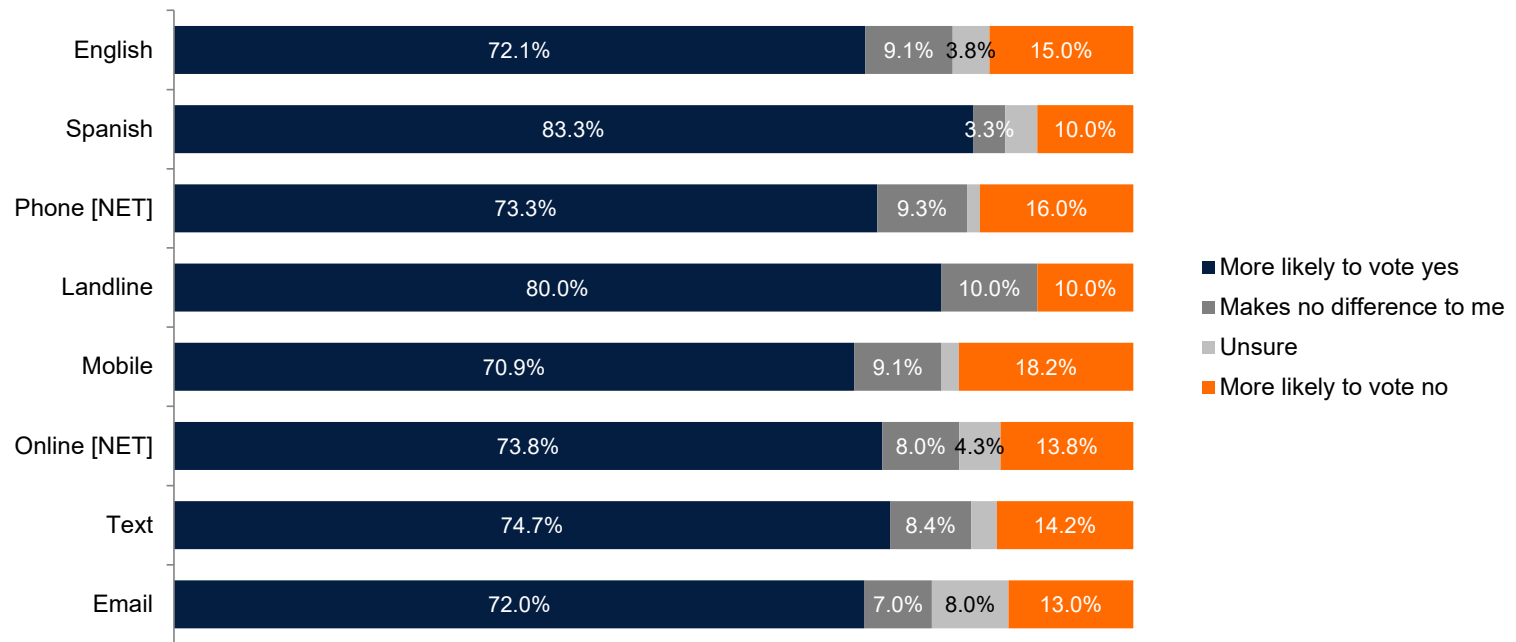
Question 13: The Imperial Valley Healthcare District has partnered with UC San Diego Health to bring advanced medical expertise and training programs to Imperial County. This tax measure would fund the facilities needed to support that partnership. Does knowing this make you more likely to vote yes or more likely to vote no?



Results by survey language and mode

We have some additional information about the tax measure. Please consider each message and indicate whether it makes you more likely to vote yes or more likely to vote no. If it makes no difference to you, just say so.

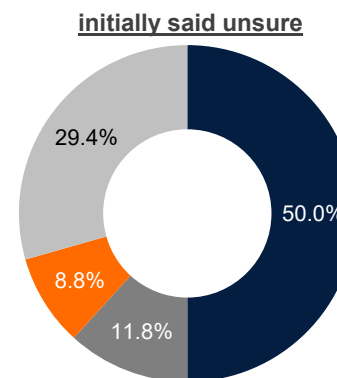
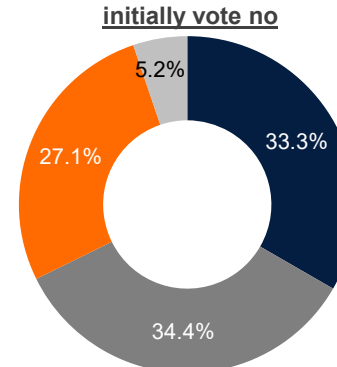
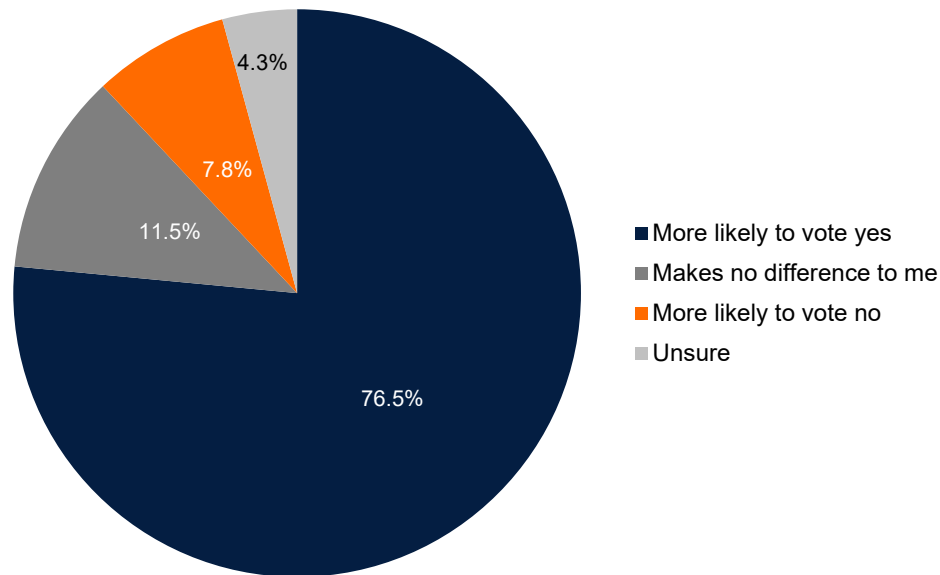
Question 13: The Imperial Valley Healthcare District has partnered with UC San Diego Health to bring advanced medical expertise and training programs to Imperial County. This tax measure would fund the facilities needed to support that partnership. Does knowing this make you more likely to vote yes or more likely to vote no?



77% are more likely to vote yes knowing the measure would expand cancer, heart, and mental health services in Imperial County

We have some additional information about the tax measure. Please consider each message and indicate whether it makes you more likely to vote yes or more likely to vote no. If it makes no difference to you, just say so.

Question 14: This bond measure would help expand cancer treatment, heart care, and mental health services in Imperial County, reducing the need for patients to leave their community for care. Does knowing this make you more likely to vote yes or more likely to vote no?



- More likely to vote yes
- Makes no difference to me
- More likely to vote no
- Unsure

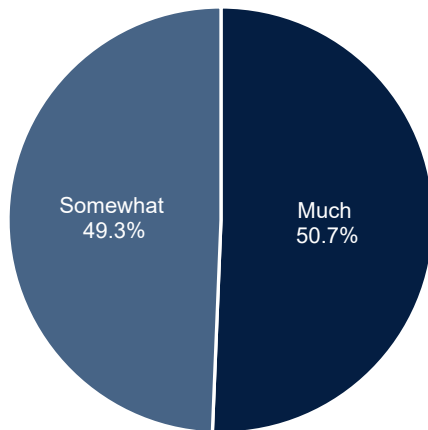


Among those more likely to vote yes, intensities are evenly split

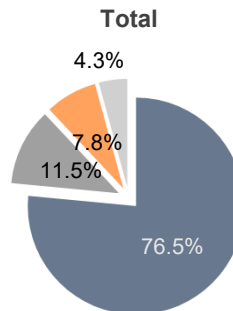
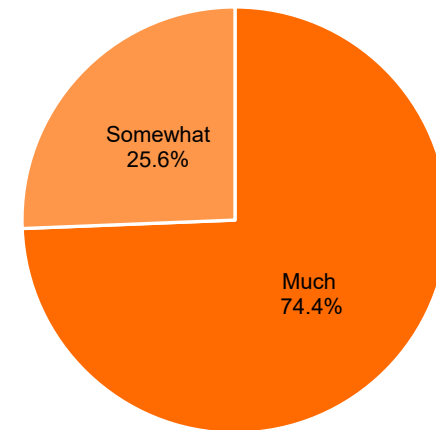
We have some additional information about the tax measure. Please consider each message and indicate whether it makes you more likely to vote yes or more likely to vote no. If it makes no difference to you, just say so.

Question 14: This bond measure would help expand cancer treatment, heart care, and mental health services in Imperial County, reducing the need for patients to leave their community for care. Does knowing this make you more likely to vote yes or more likely to vote no?

Among those who said more likely to vote yes



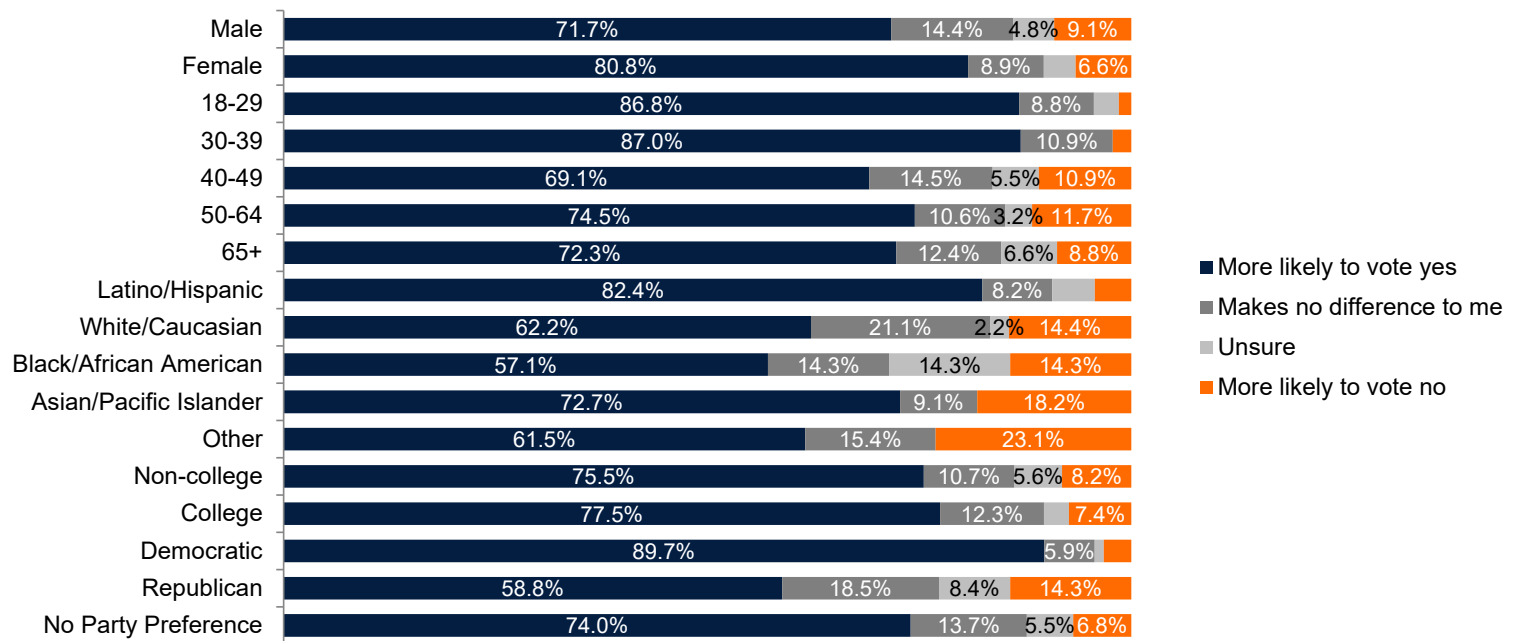
Among those who said more likely to vote no



Results by gender, age group, ethnicity, education, and party

We have some additional information about the tax measure. Please consider each message and indicate whether it makes you more likely to vote yes or more likely to vote no. If it makes no difference to you, just say so.

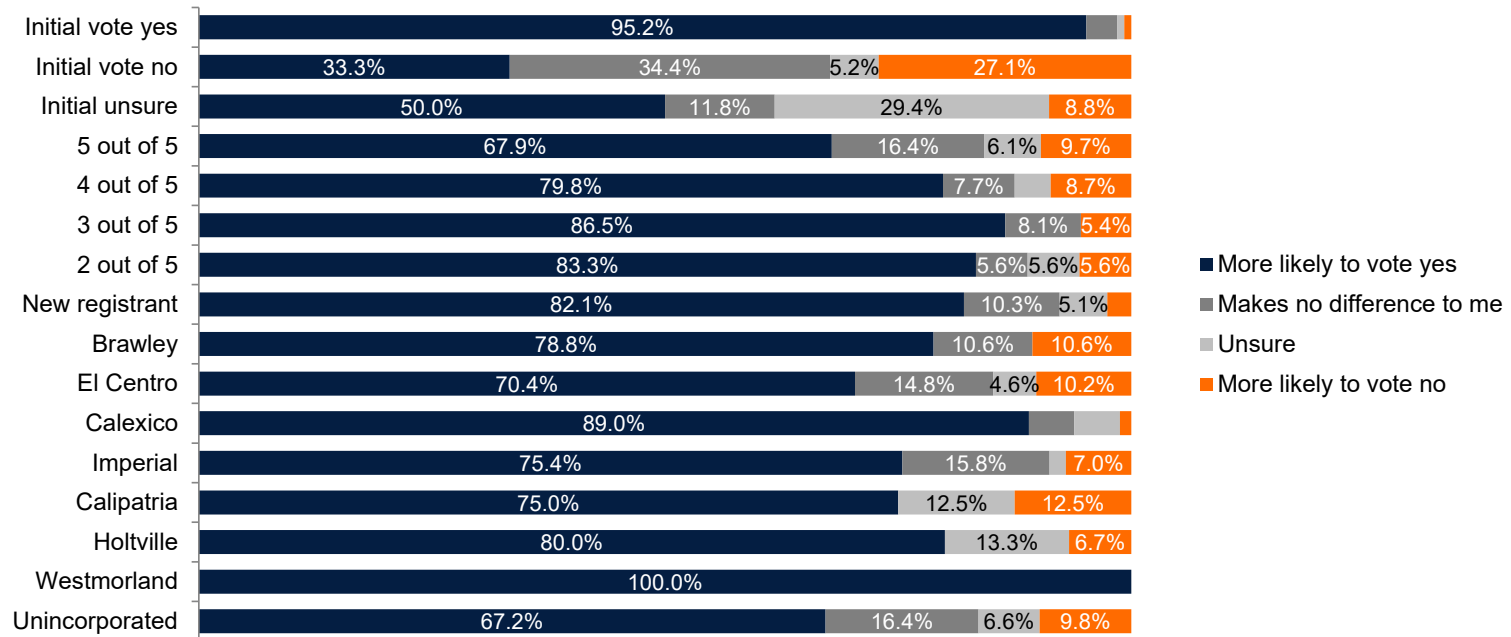
Question 14: This bond measure would help expand cancer treatment, heart care, and mental health services in Imperial County, reducing the need for patients to leave their community for care. Does knowing this make you more likely to vote yes or more likely to vote no?



Results by initial vote, vote propensity, and City

We have some additional information about the tax measure. Please consider each message and indicate whether it makes you more likely to vote yes or more likely to vote no. If it makes no difference to you, just say so.

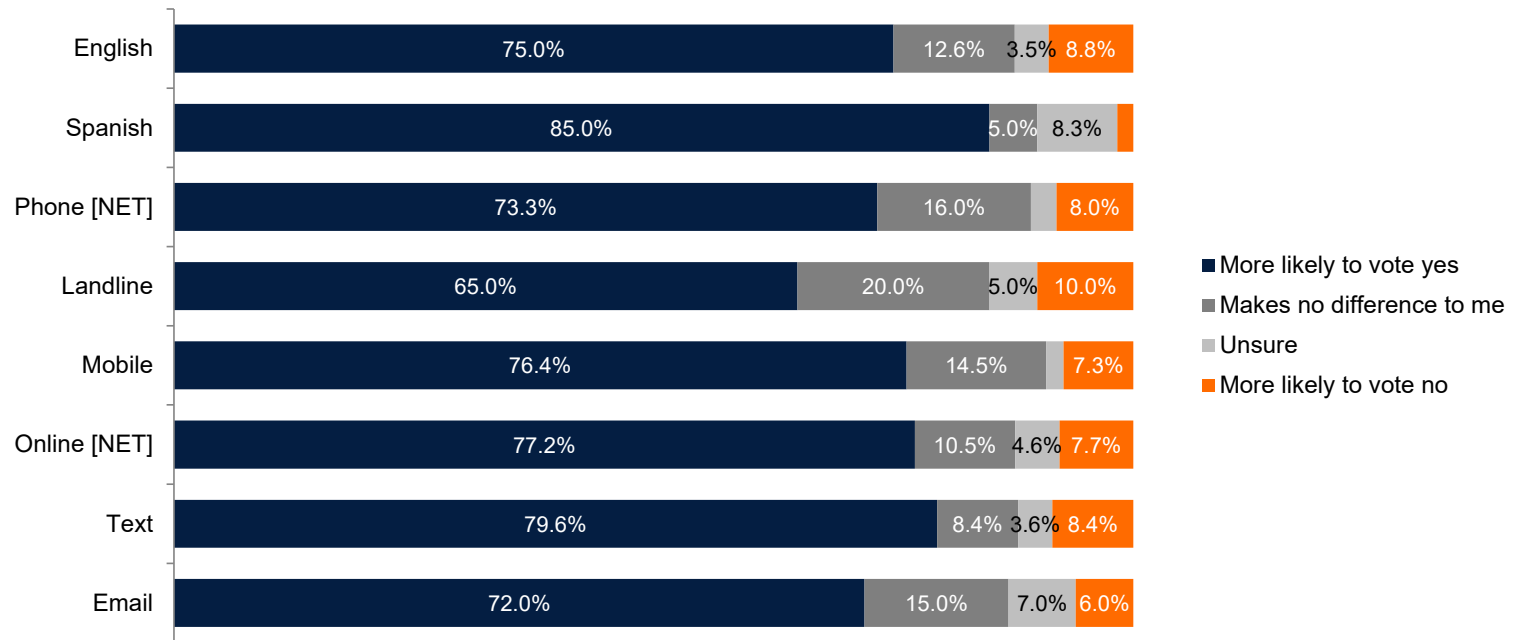
Question 14: This bond measure would help expand cancer treatment, heart care, and mental health services in Imperial County, reducing the need for patients to leave their community for care. Does knowing this make you more likely to vote yes or more likely to vote no?



Results by survey language and mode

We have some additional information about the tax measure. Please consider each message and indicate whether it makes you more likely to vote yes or more likely to vote no. If it makes no difference to you, just say so.

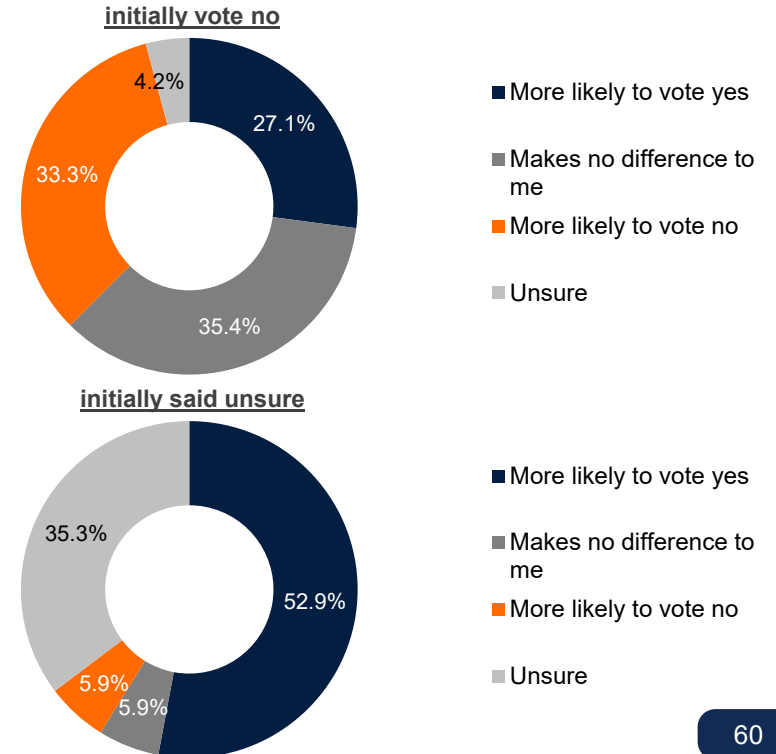
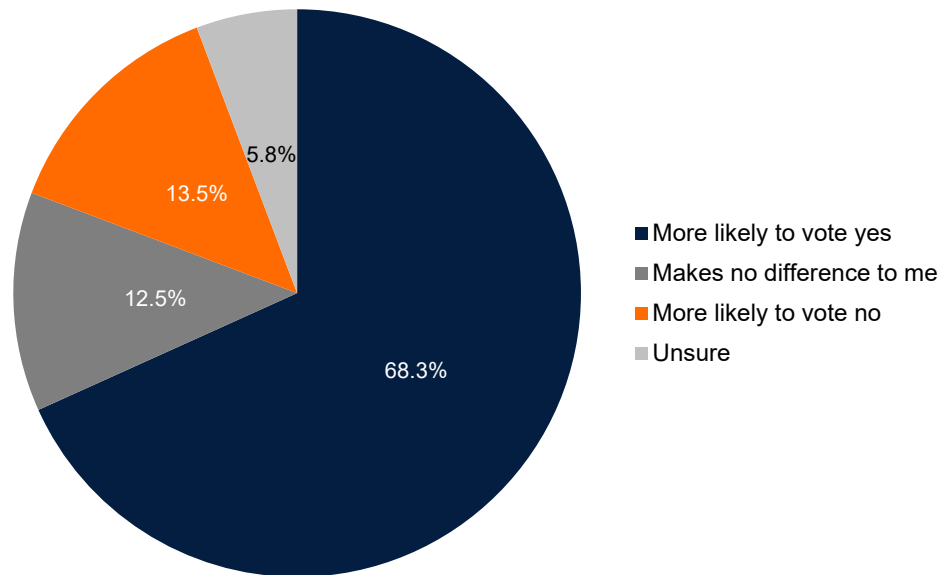
Question 14: This bond measure would help expand cancer treatment, heart care, and mental health services in Imperial County, reducing the need for patients to leave their community for care. Does knowing this make you more likely to vote yes or more likely to vote no?



68% are more likely to vote yes knowing Imperial County could lose doctors and medical staff without additional local healthcare investment

We have some additional information about the tax measure. Please consider each message and indicate whether it makes you more likely to vote yes or more likely to vote no. If it makes no difference to you, just say so.

Question 15: Without this investment, Imperial County could lose doctors and medical staff to other regions, making it even harder for residents to access healthcare locally. Does knowing this make you more likely to vote yes or more likely to vote no?

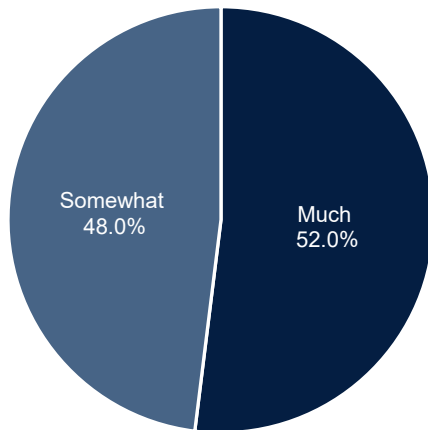


Among those more likely to vote yes, 52% are much more likely to vote yes

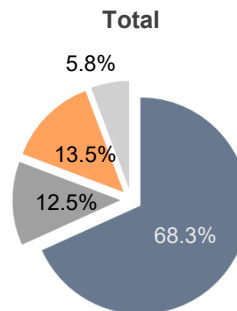
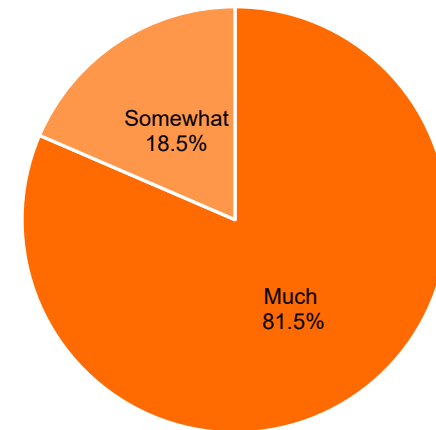
We have some additional information about the tax measure. Please consider each message and indicate whether it makes you more likely to vote yes or more likely to vote no. If it makes no difference to you, just say so.

Question 15: Without this investment, Imperial County could lose doctors and medical staff to other regions, making it even harder for residents to access healthcare locally. Does knowing this make you more likely to vote yes or more likely to vote no?

Among those who said more likely to vote yes



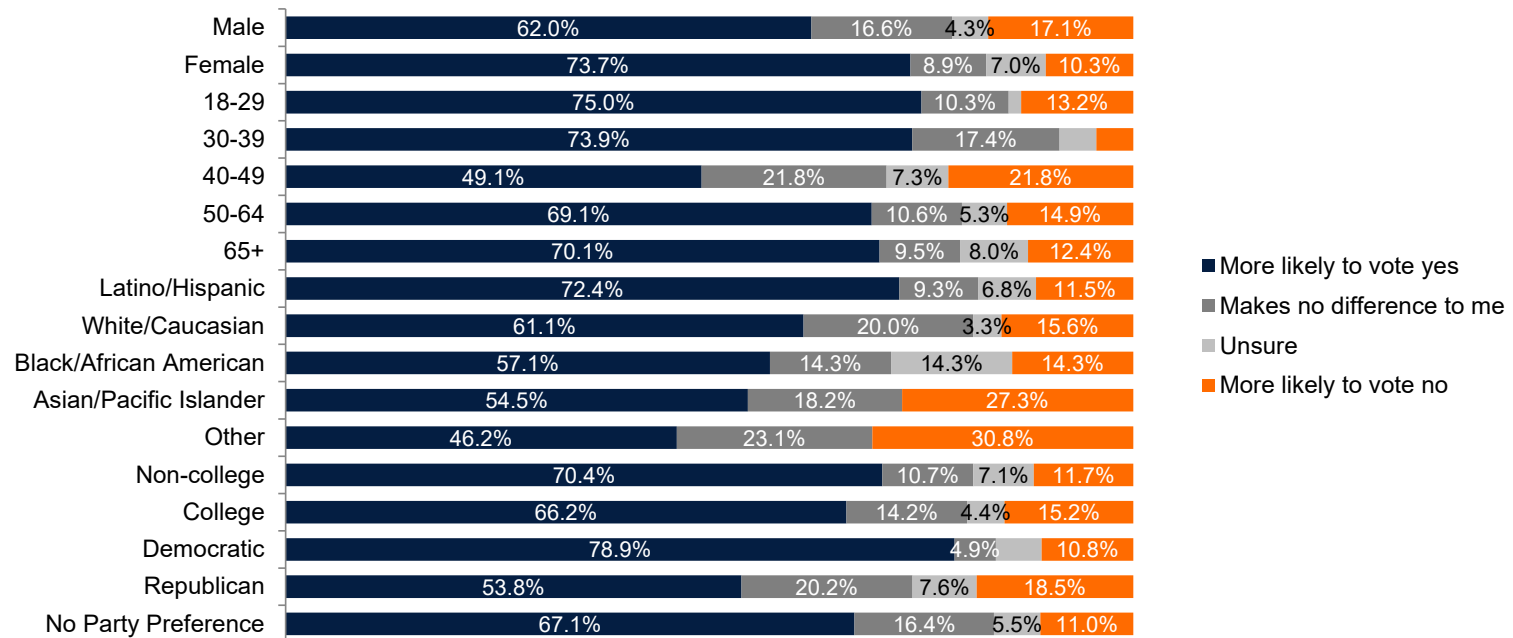
Among those who said more likely to vote no



Results by gender, age group, ethnicity, education, and party

We have some additional information about the tax measure. Please consider each message and indicate whether it makes you more likely to vote yes or more likely to vote no. If it makes no difference to you, just say so.

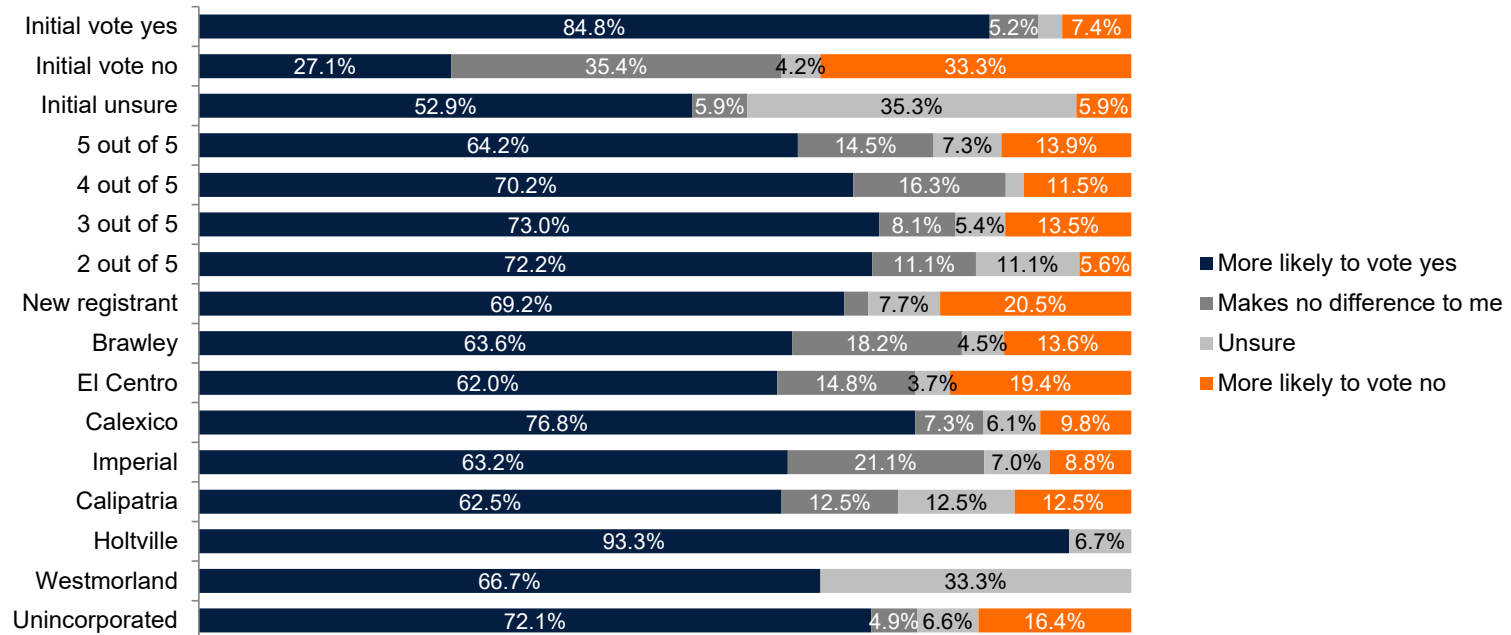
Question 15: Without this investment, Imperial County could lose doctors and medical staff to other regions, making it even harder for residents to access healthcare locally. Does knowing this make you more likely to vote yes or more likely to vote no?



Results by initial vote, vote propensity, and City

We have some additional information about the tax measure. Please consider each message and indicate whether it makes you more likely to vote yes or more likely to vote no. If it makes no difference to you, just say so.

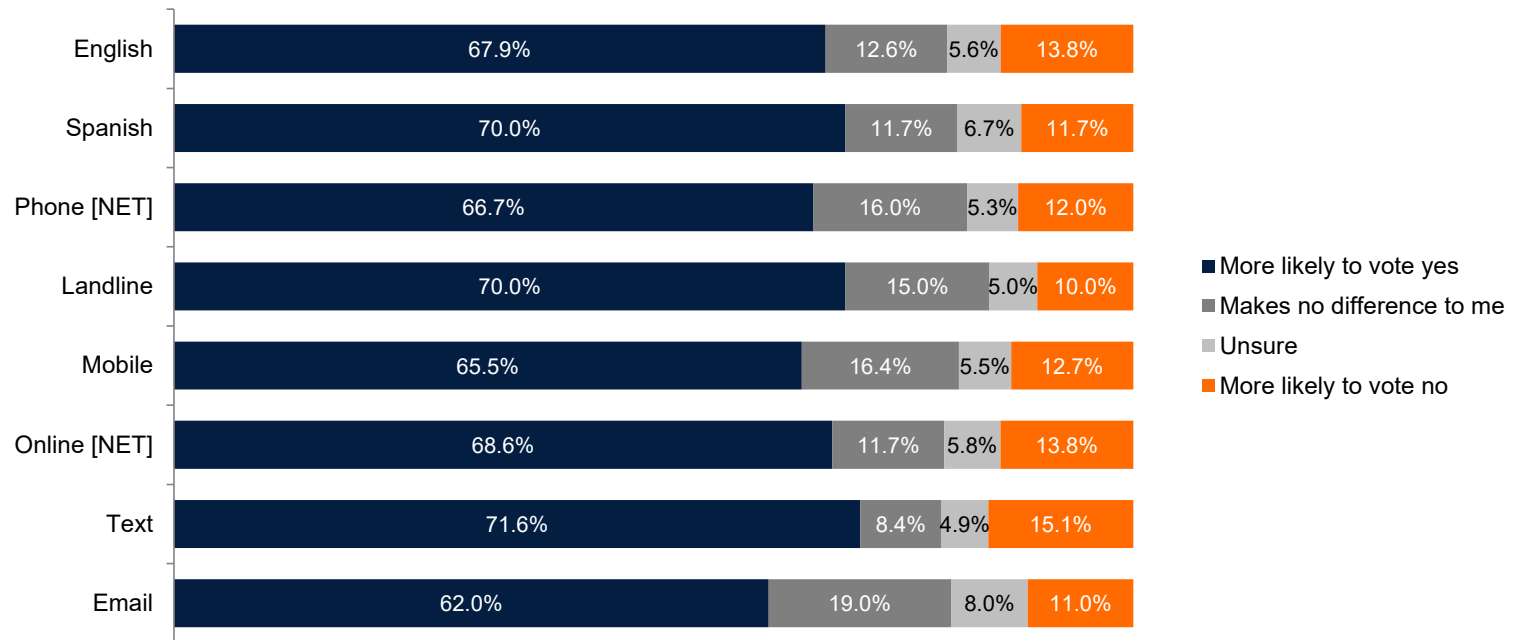
Question 15: Without this investment, Imperial County could lose doctors and medical staff to other regions, making it even harder for residents to access healthcare locally. Does knowing this make you more likely to vote yes or more likely to vote no?



Results by survey language and mode

We have some additional information about the tax measure. Please consider each message and indicate whether it makes you more likely to vote yes or more likely to vote no. If it makes no difference to you, just say so.

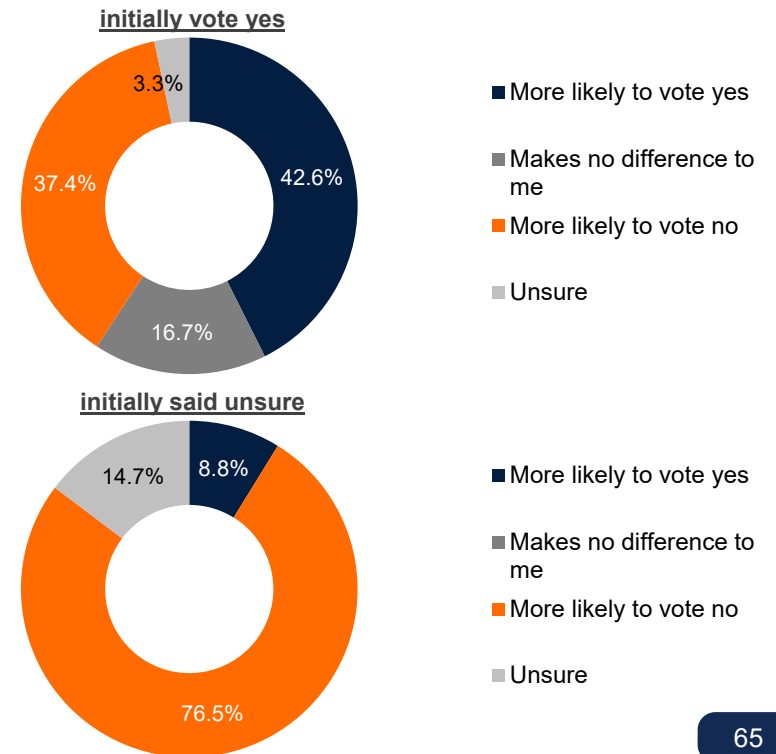
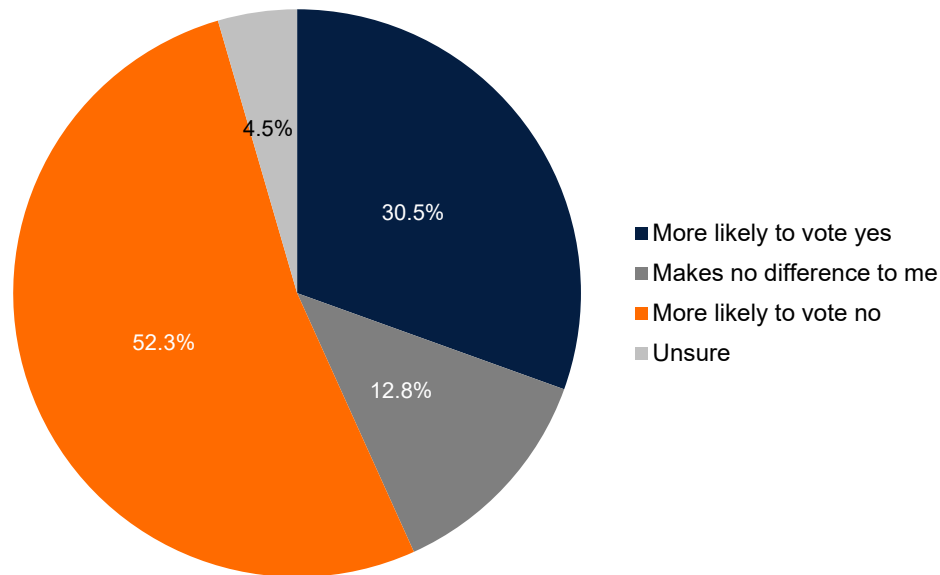
Question 15: Without this investment, Imperial County could lose doctors and medical staff to other regions, making it even harder for residents to access healthcare locally. Does knowing this make you more likely to vote yes or more likely to vote no?



52% are more likely to vote no after hearing concerns about how the measure would increase the tax burden on homeowners already struggling with the cost of living

We have some additional information about the tax measure. Please consider each message and indicate whether it makes you more likely to vote yes or more likely to vote no. If it makes no difference to you, just say so.

Question 16: Some residents say property taxes in Imperial County are already too high, and this tax measure would add to the tax burden on homeowners who are already struggling with the cost of living. Does knowing this make you more likely to vote yes or more likely to vote no?

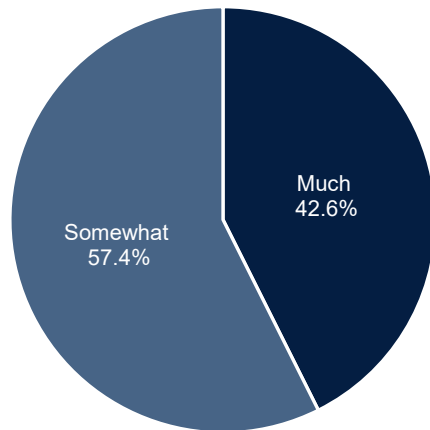


Among those more likely to vote no, 63% are much more likely to vote no

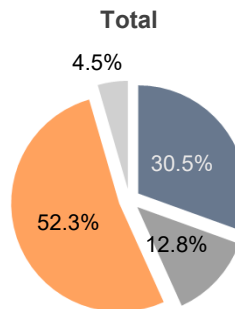
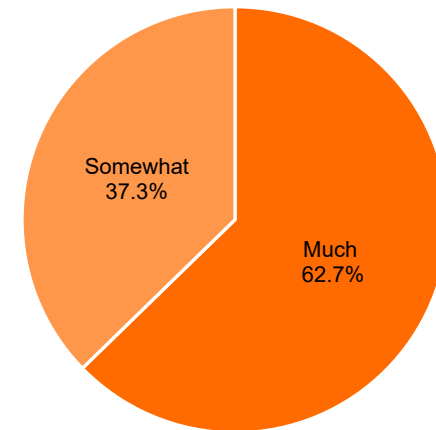
We have some additional information about the tax measure. Please consider each message and indicate whether it makes you more likely to vote yes or more likely to vote no. If it makes no difference to you, just say so.

Question 16: Some residents say property taxes in Imperial County are already too high, and this tax measure would add to the tax burden on homeowners who are already struggling with the cost of living. Does knowing this make you more likely to vote yes or more likely to vote no?

Among those who said more likely to vote yes



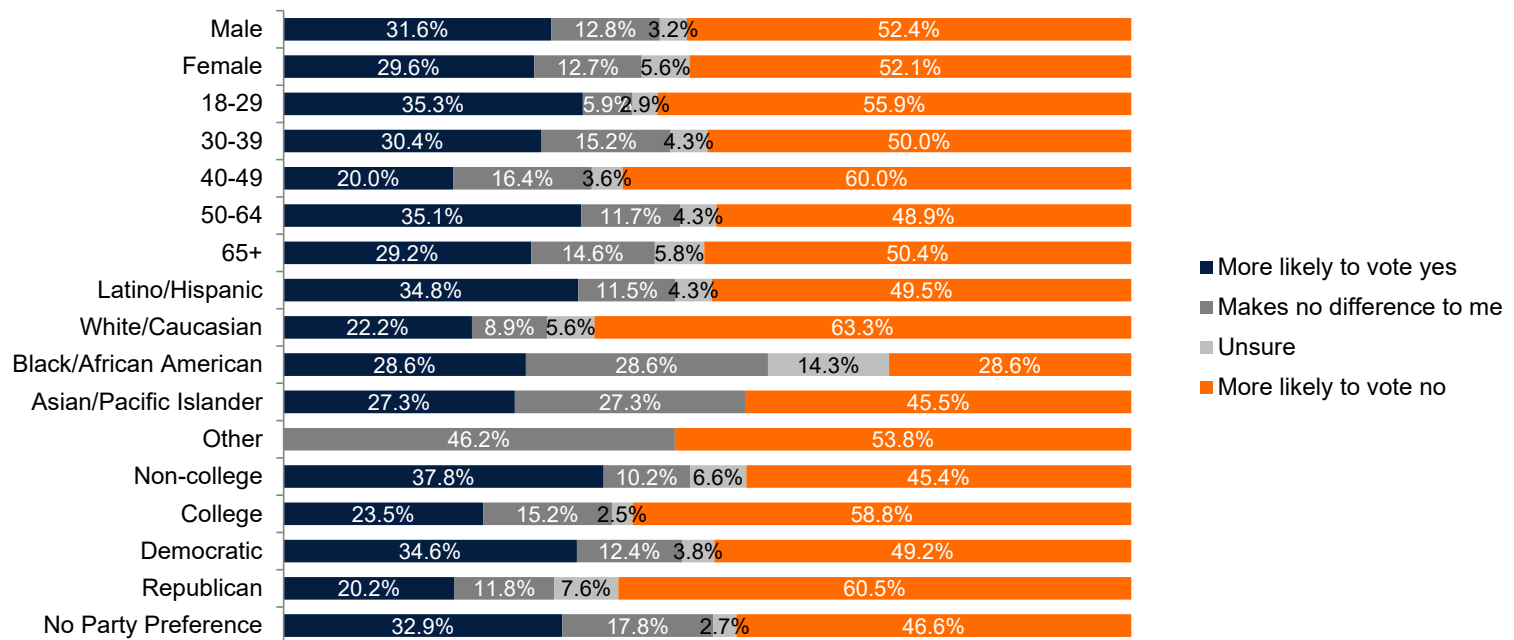
Among those who said more likely to vote no



Results by gender, age group, ethnicity, education, and party

We have some additional information about the tax measure. Please consider each message and indicate whether it makes you more likely to vote yes or more likely to vote no. If it makes no difference to you, just say so.

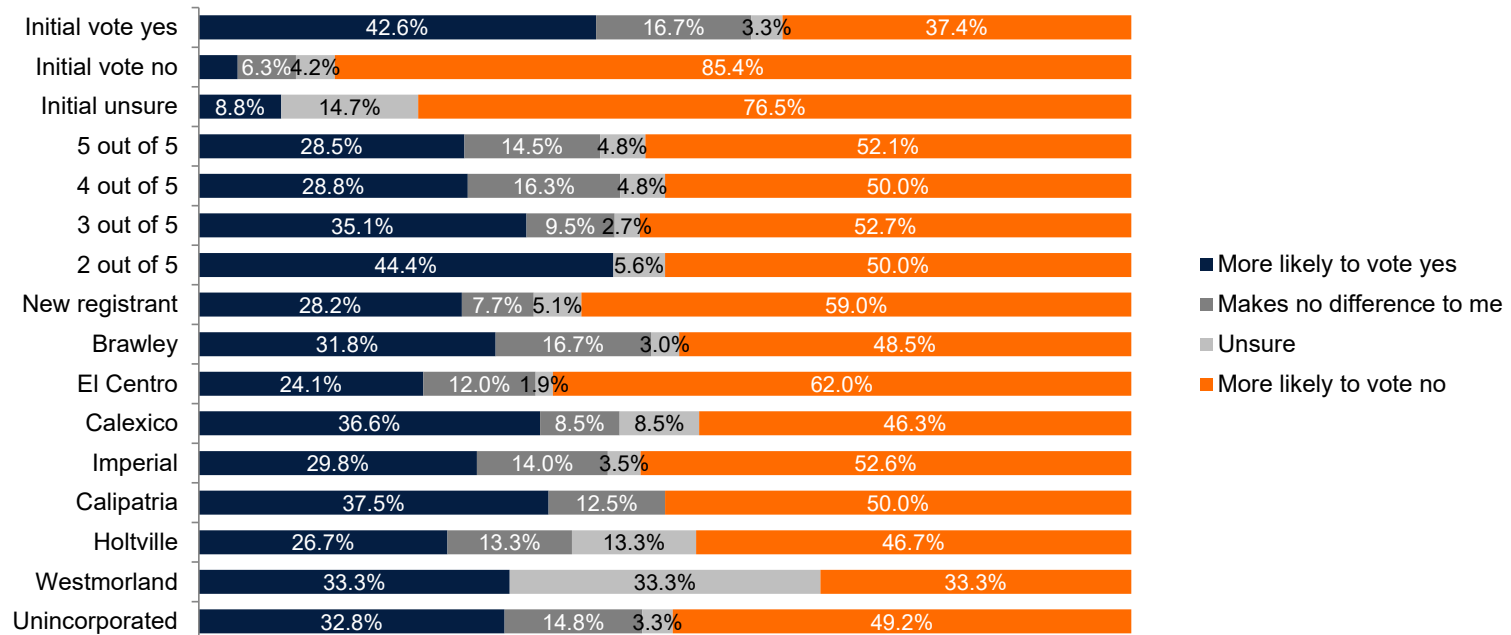
Question 16: Some residents say property taxes in Imperial County are already too high, and this tax measure would add to the tax burden on homeowners who are already struggling with the cost of living. Does knowing this make you more likely to vote yes or more likely to vote no?



Results by initial vote, vote propensity, and City

We have some additional information about the tax measure. Please consider each message and indicate whether it makes you more likely to vote yes or more likely to vote no. If it makes no difference to you, just say so.

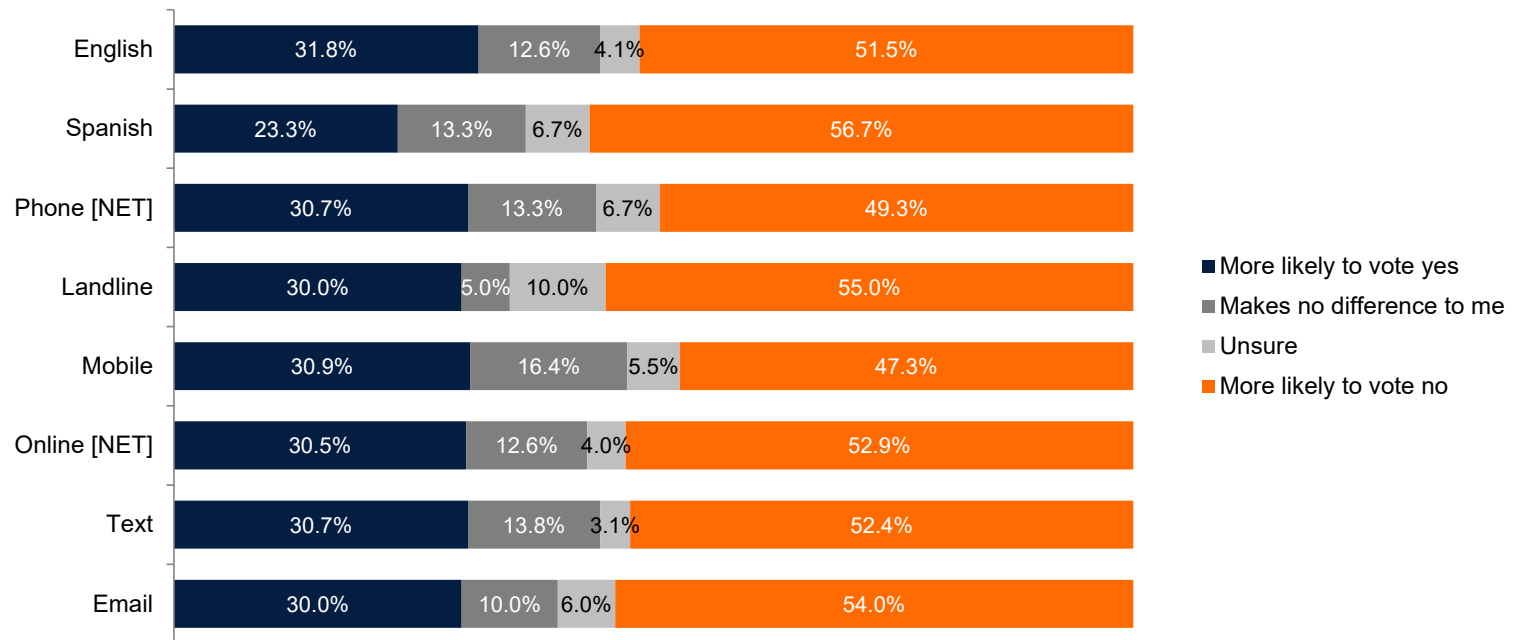
Question 16: Some residents say property taxes in Imperial County are already too high, and this tax measure would add to the tax burden on homeowners who are already struggling with the cost of living. Does knowing this make you more likely to vote yes or more likely to vote no?



Results by survey language and mode

We have some additional information about the tax measure. Please consider each message and indicate whether it makes you more likely to vote yes or more likely to vote no. If it makes no difference to you, just say so.

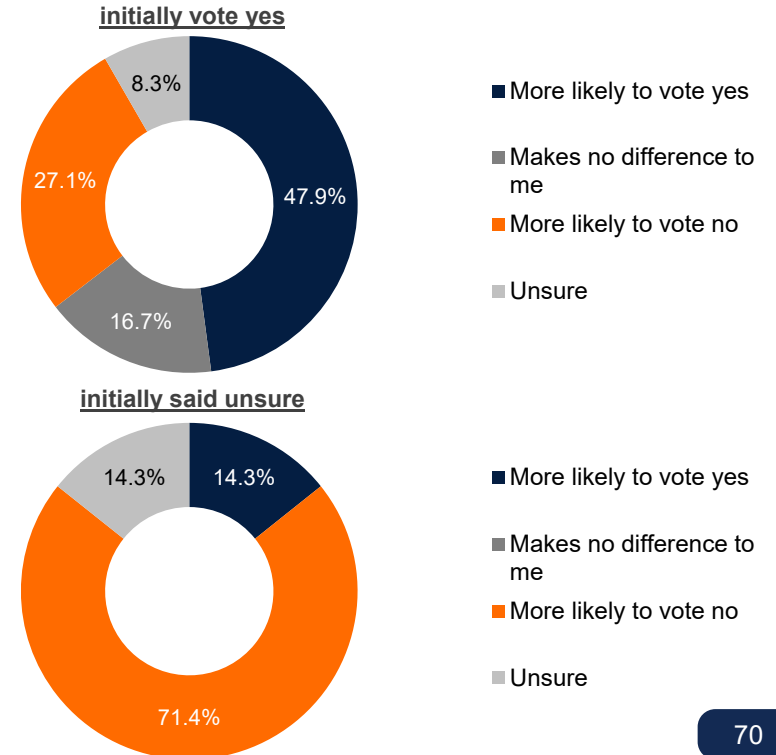
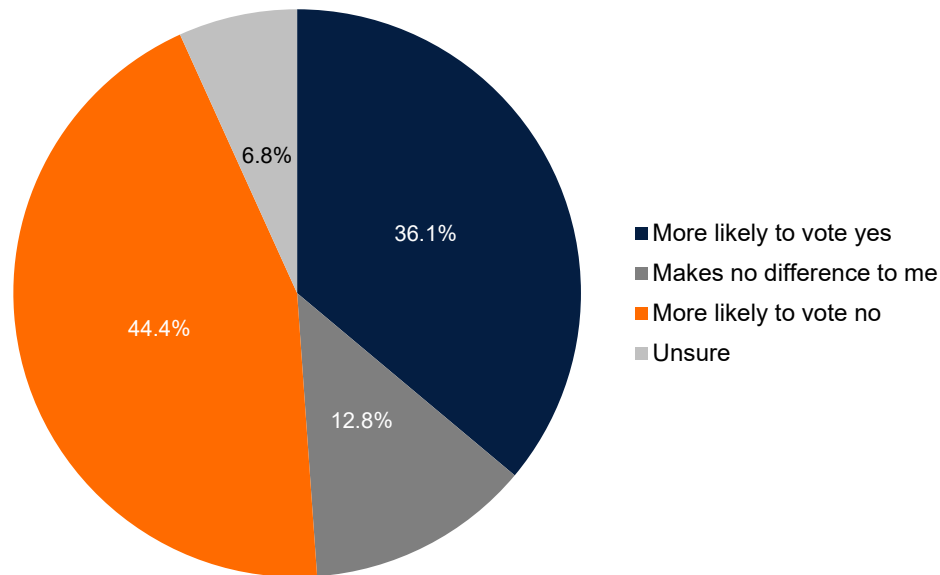
Question 16: Some residents say property taxes in Imperial County are already too high, and this tax measure would add to the tax burden on homeowners who are already struggling with the cost of living. Does knowing this make you more likely to vote yes or more likely to vote no?



\$200 per year / \$16.67 per month makes 44% more likely to vote no

We have some additional information about the tax measure. Please consider each message and indicate whether it makes you more likely to vote yes or more likely to vote no. If it makes no difference to you, just say so.

Question 17: Property owners would pay an estimated \$200 per year or about \$16.67 per month per taxable parcel to repay the bonds. The charge would be assessed annually through property tax bills. Does knowing this make you more likely to vote yes or more likely to vote no?
[SPLIT SAMPLE A]



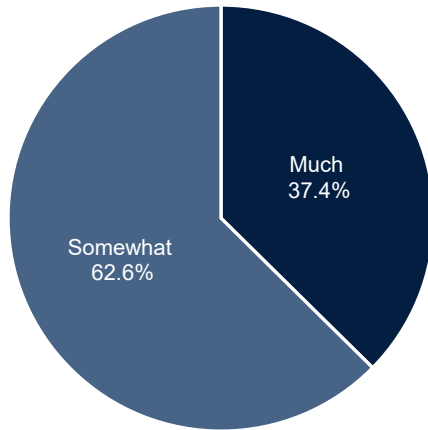
Among those more likely to vote no, 64% are much more likely to vote no

We have some additional information about the tax measure. Please consider each message and indicate whether it makes you more likely to vote yes or more likely to vote no. If it makes no difference to you, just say so.

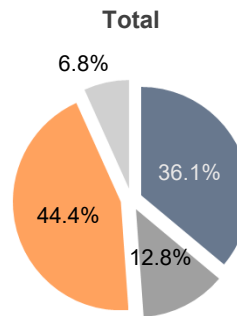
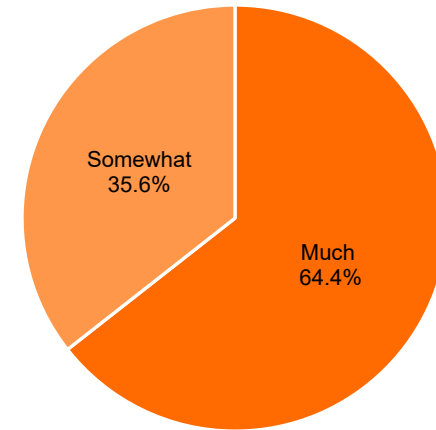
Question 17: Property owners would pay an estimated \$200 per year or about \$16.67 per month per taxable parcel to repay the bonds. The charge would be assessed annually through property tax bills. Does knowing this make you more likely to vote yes or more likely to vote no?

[SPLIT SAMPLE A]

Among those who said more likely to vote yes



Among those who said more likely to vote no

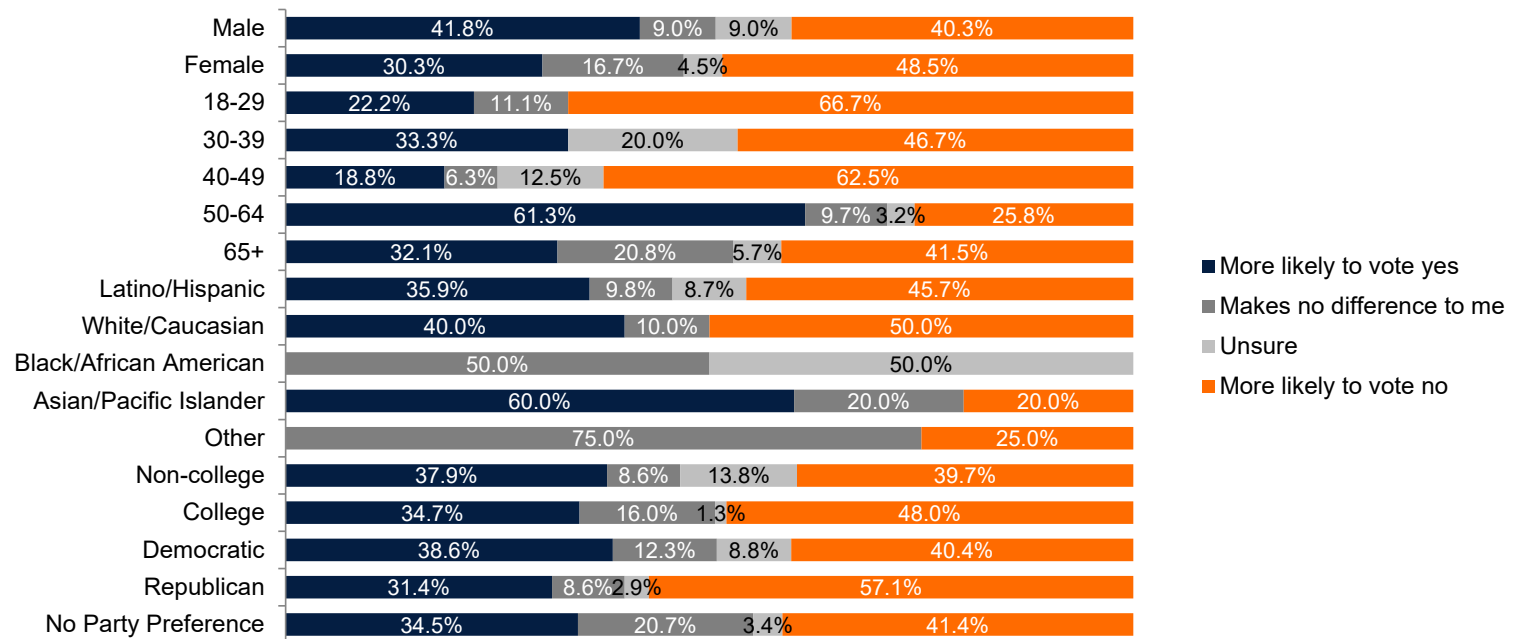


Results by gender, age group, ethnicity, education, and party

We have some additional information about the tax measure. Please consider each message and indicate whether it makes you more likely to vote yes or more likely to vote no. If it makes no difference to you, just say so.

Question 17: Property owners would pay an estimated \$200 per year or about \$16.67 per month per taxable parcel to repay the bonds. The charge would be assessed annually through property tax bills. Does knowing this make you more likely to vote yes or more likely to vote no?

[SPLIT SAMPLE A]

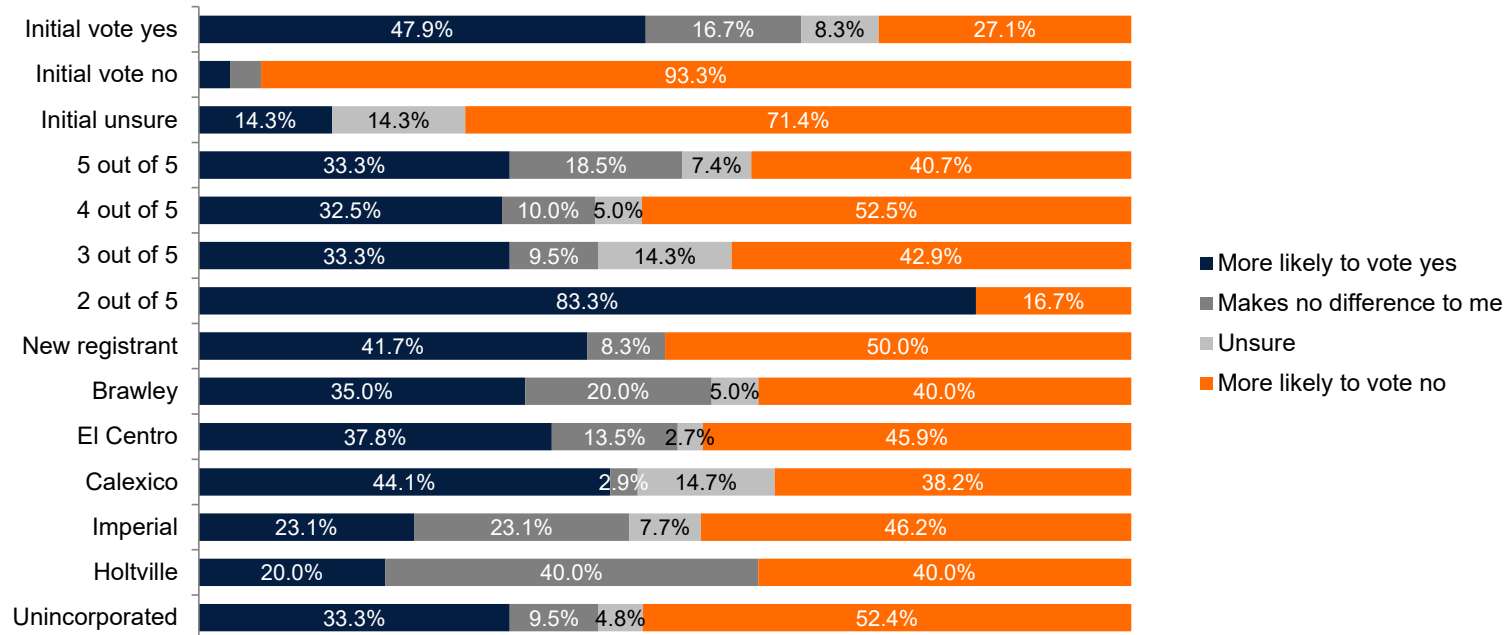


Results by initial vote, vote propensity, and City

We have some additional information about the tax measure. Please consider each message and indicate whether it makes you more likely to vote yes or more likely to vote no. If it makes no difference to you, just say so.

Question 17: Property owners would pay an estimated \$200 per year or about \$16.67 per month per taxable parcel to repay the bonds. The charge would be assessed annually through property tax bills. Does knowing this make you more likely to vote yes or more likely to vote no?

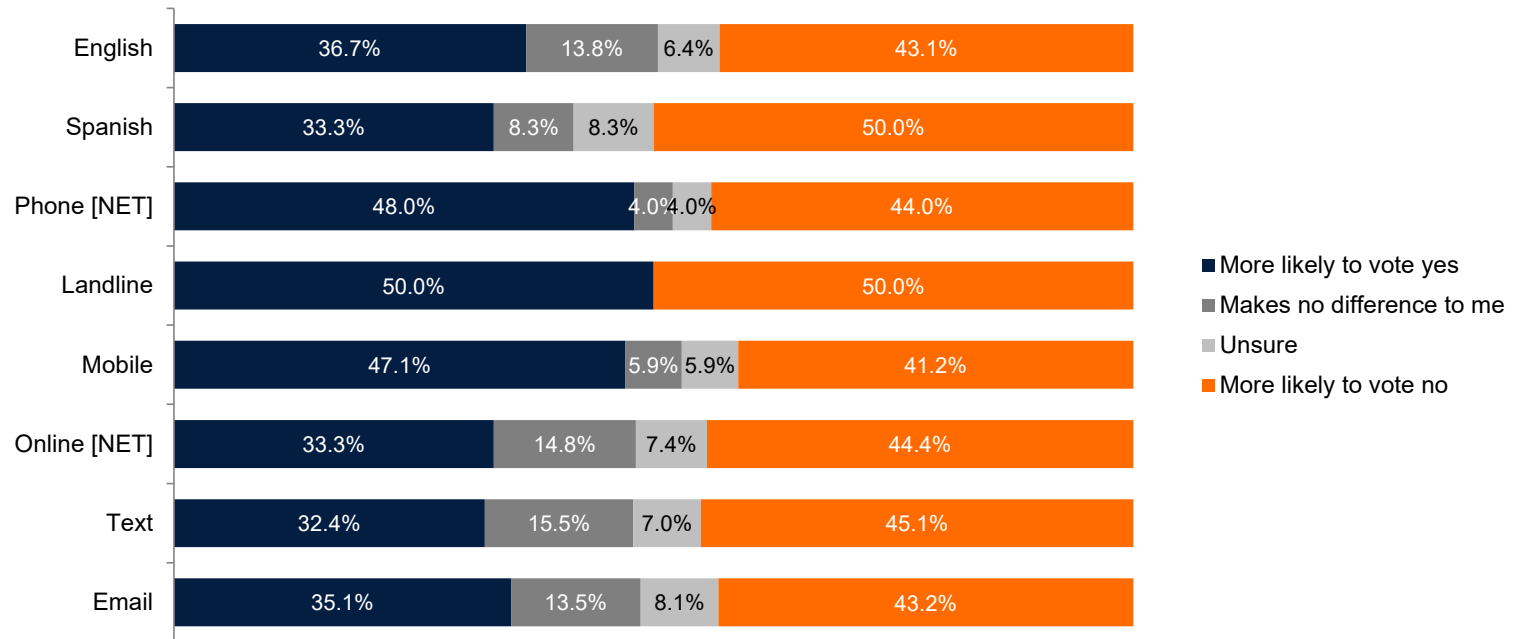
[SPLIT SAMPLE A]



Results by survey language and mode

We have some additional information about the tax measure. Please consider each message and indicate whether it makes you more likely to vote yes or more likely to vote no. If it makes no difference to you, just say so.

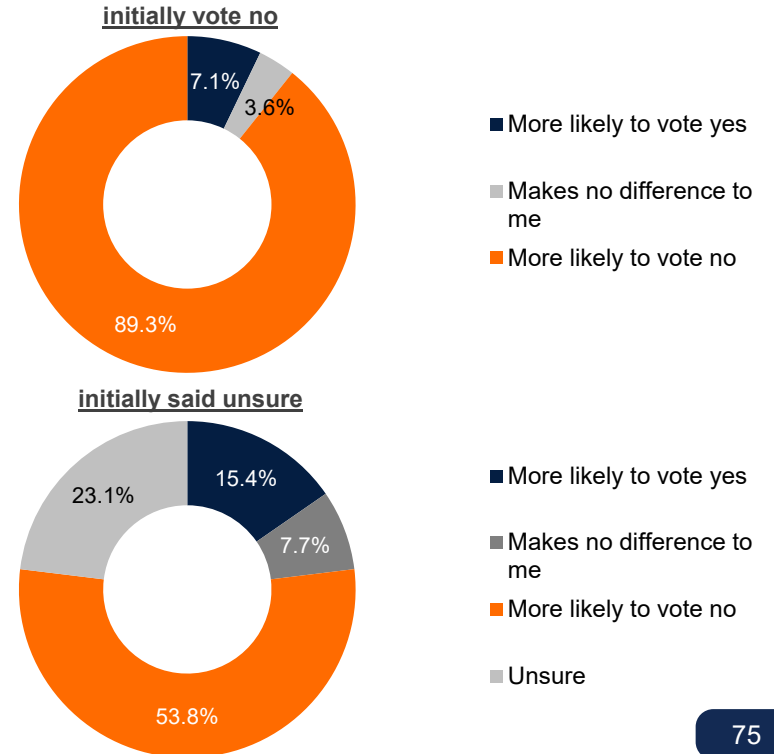
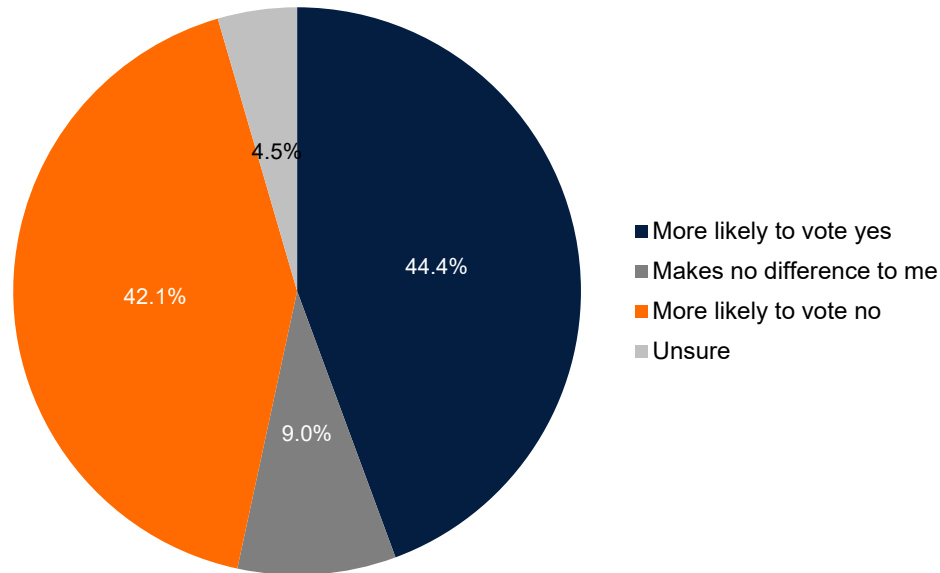
Question 17: Property owners would pay an estimated \$200 per year or about \$16.67 per month per taxable parcel to repay the bonds. The charge would be assessed annually through property tax bills. Does knowing this make you more likely to vote yes or more likely to vote no?
[SPLIT SAMPLE A]



\$150 per year / \$12.50 per month makes 44% more likely to vote yes

We have some additional information about the tax measure. Please consider each message and indicate whether it makes you more likely to vote yes or more likely to vote no. If it makes no difference to you, just say so.

Question 18: Property owners would pay an estimated \$150 per year or about \$12.50 per month per taxable parcel to repay the bonds. The charge would be assessed annually through property tax bills. Does knowing this make you more likely to vote yes or more likely to vote no?
[SOLIT SAMPLE B]

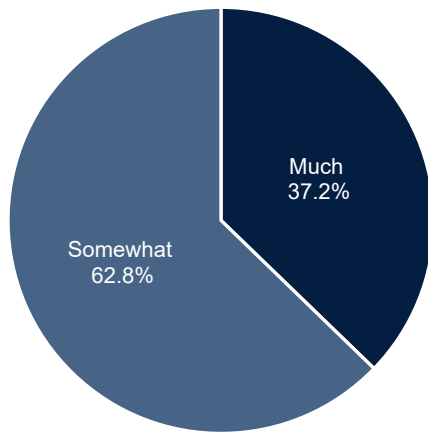


Among those more likely to vote yes, 63% are somewhat more likely to vote yes

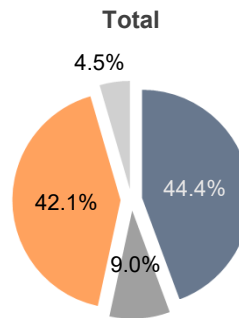
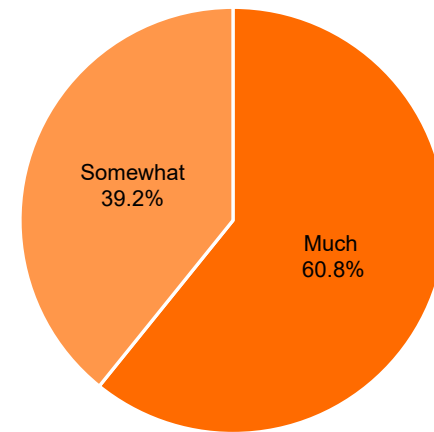
We have some additional information about the tax measure. Please consider each message and indicate whether it makes you more likely to vote yes or more likely to vote no. If it makes no difference to you, just say so.

Question 18: Property owners would pay an estimated \$150 per year or about \$12.50 per month per taxable parcel to repay the bonds. The charge would be assessed annually through property tax bills. Does knowing this make you more likely to vote yes or more likely to vote no?
[SOLIT SAMPLE B]

Among those who said more likely to vote yes



Among those who said more likely to vote no

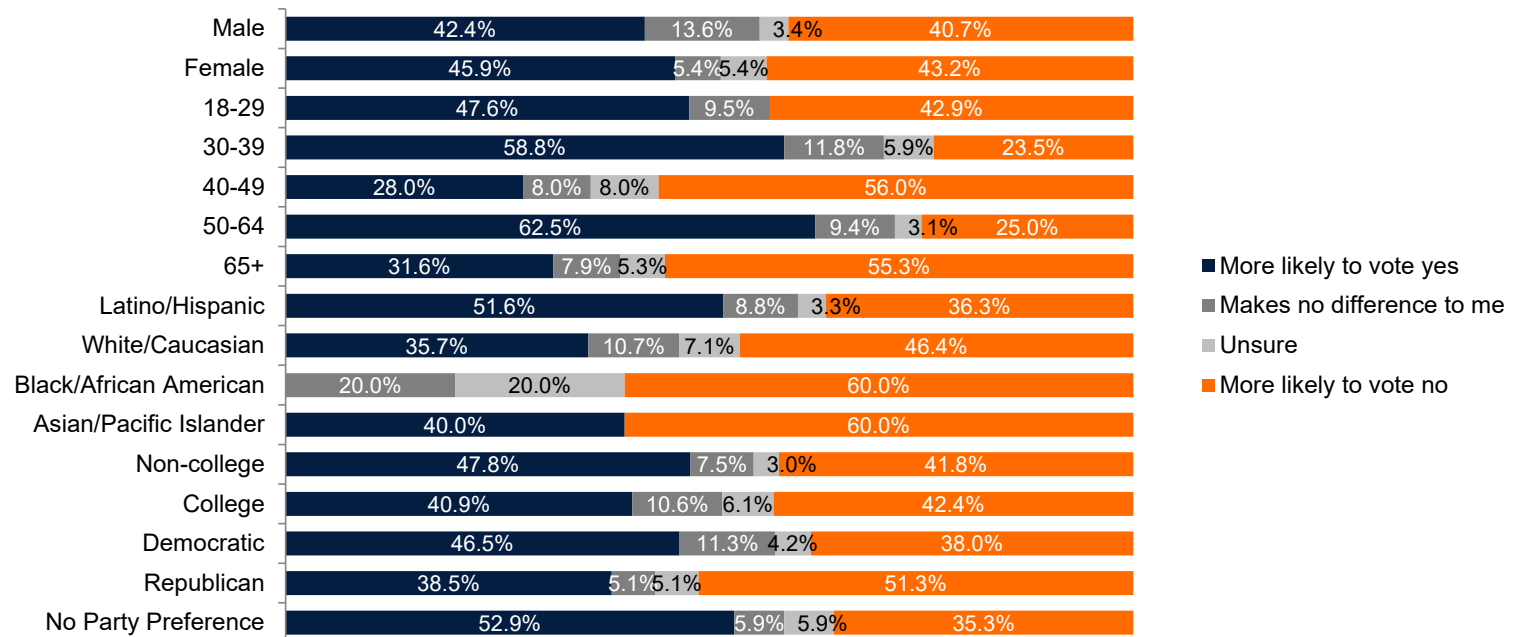


Results by gender, age group, ethnicity, education, and party

We have some additional information about the tax measure. Please consider each message and indicate whether it makes you more likely to vote yes or more likely to vote no. If it makes no difference to you, just say so.

Question 18: Property owners would pay an estimated \$150 per year or about \$12.50 per month per taxable parcel to repay the bonds. The charge would be assessed annually through property tax bills. Does knowing this make you more likely to vote yes or more likely to vote no?

[SOLIT SAMPLE B]

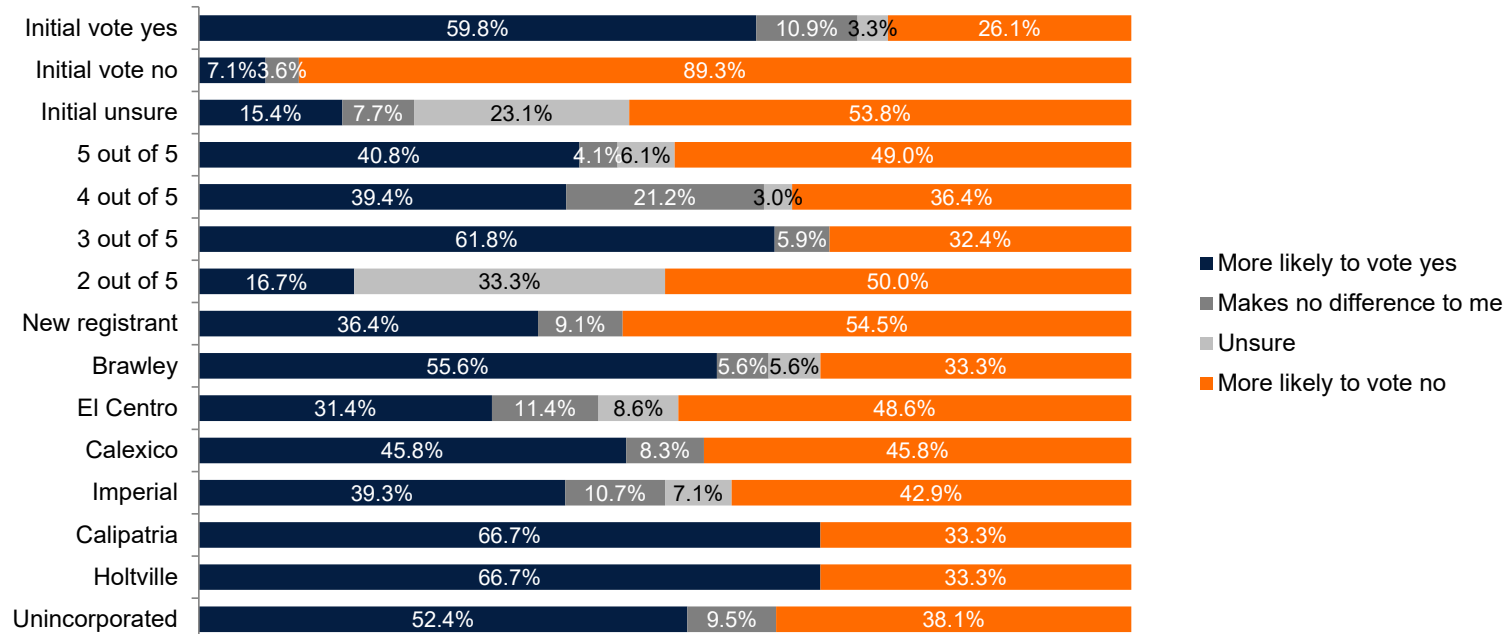


Results by initial vote, vote propensity, and City

We have some additional information about the tax measure. Please consider each message and indicate whether it makes you more likely to vote yes or more likely to vote no. If it makes no difference to you, just say so.

Question 18: Property owners would pay an estimated \$150 per year or about \$12.50 per month per taxable parcel to repay the bonds. The charge would be assessed annually through property tax bills. Does knowing this make you more likely to vote yes or more likely to vote no?

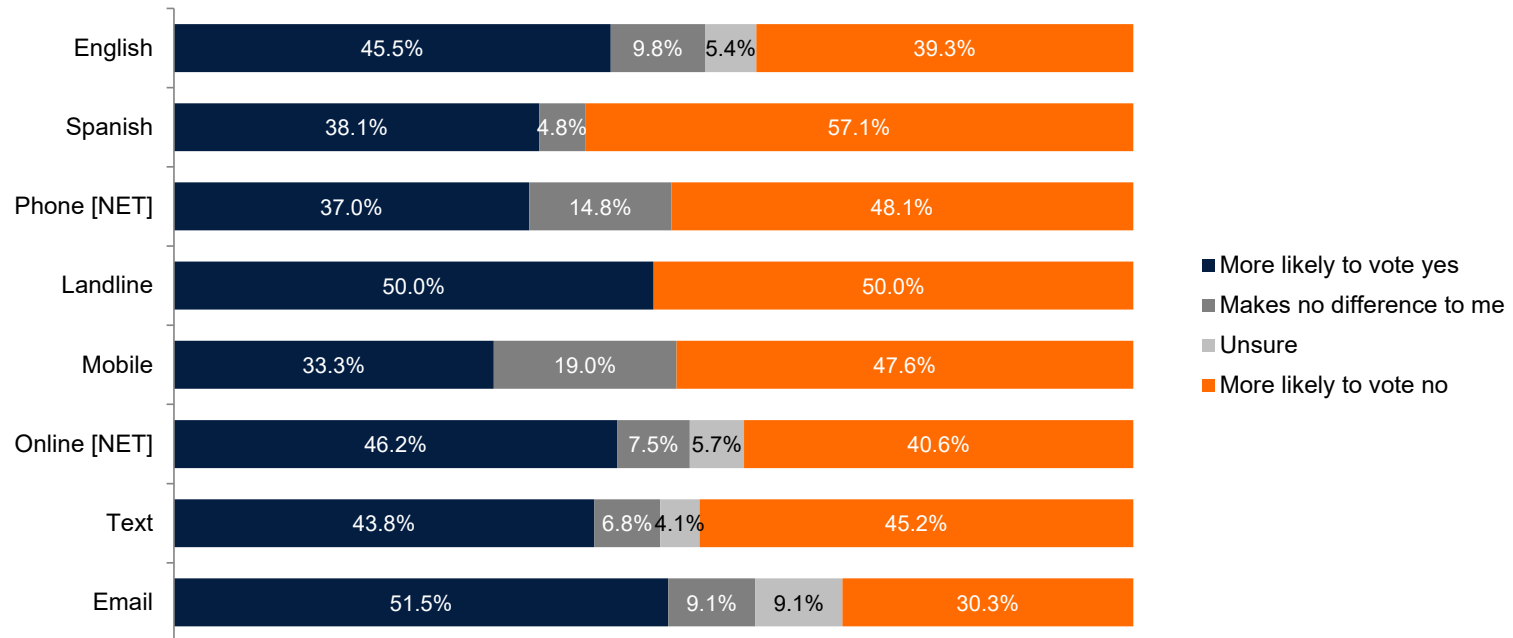
[SOLIT SAMPLE B]



Results by survey language and mode

We have some additional information about the tax measure. Please consider each message and indicate whether it makes you more likely to vote yes or more likely to vote no. If it makes no difference to you, just say so.

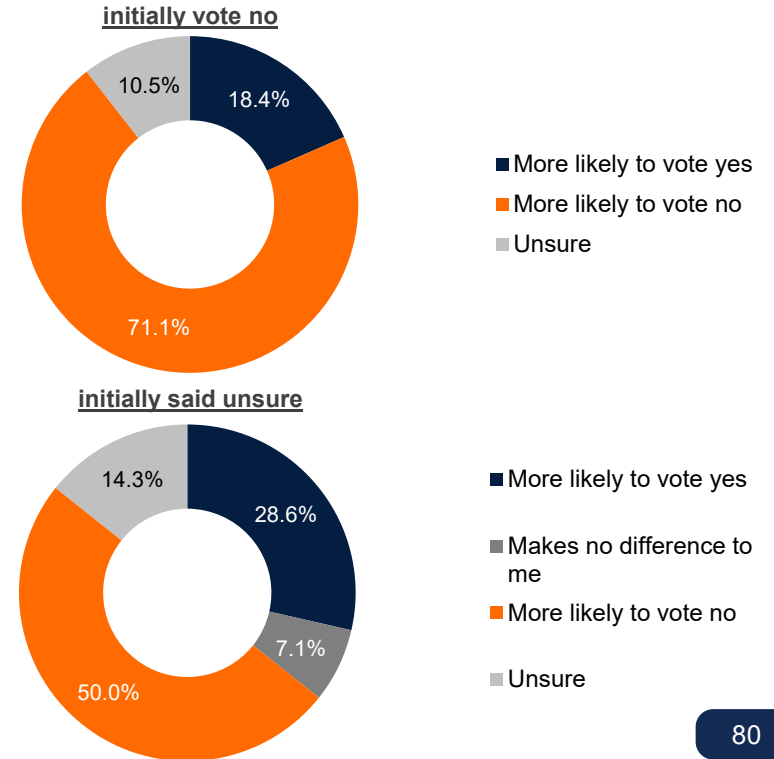
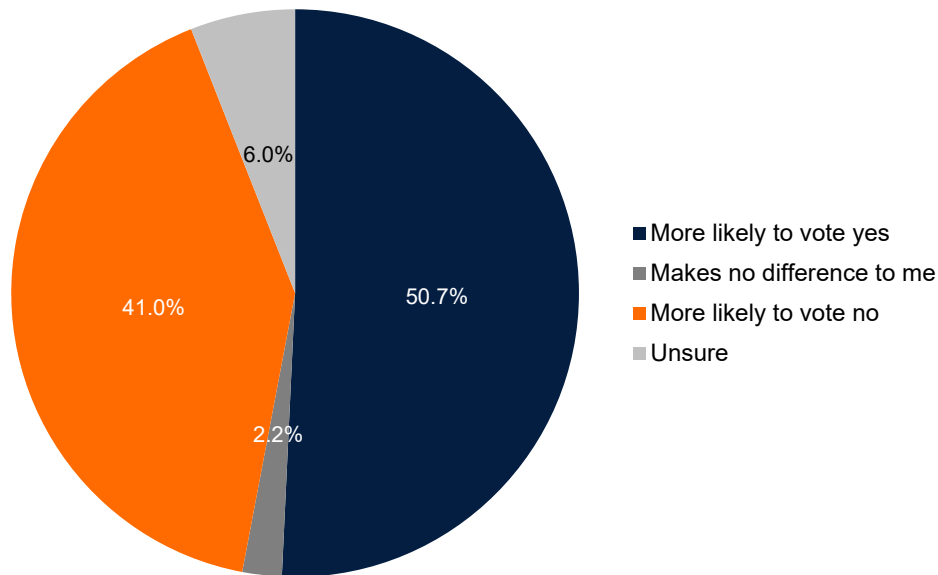
Question 18: Property owners would pay an estimated \$150 per year or about \$12.50 per month per taxable parcel to repay the bonds. The charge would be assessed annually through property tax bills. Does knowing this make you more likely to vote yes or more likely to vote no?
[SOLIT SAMPLE B]



51% are more likely to vote yes after learning homeowners would pay about \$120 per year in additional property taxes

We have some additional information about the tax measure. Please consider each message and indicate whether it makes you more likely to vote yes or more likely to vote no. If it makes no difference to you, just say so.

Question 19: Property owners would pay an estimated \$120 per year or about \$10 per month per taxable parcel to repay the bonds. The charge would be assessed annually through property tax bills. Does knowing this make you more likely to vote yes or more likely to vote no?
[SPLIT SAMPLE C]



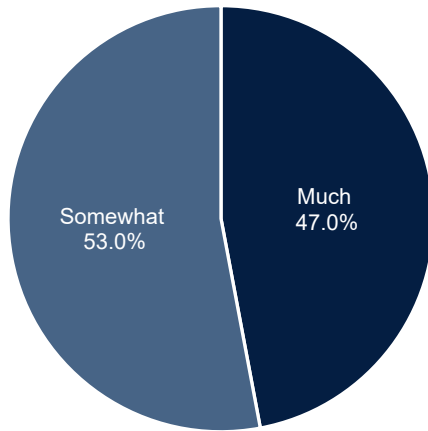
Among those more likely to vote yes, 53% are somewhat more likely to vote yes

We have some additional information about the tax measure. Please consider each message and indicate whether it makes you more likely to vote yes or more likely to vote no. If it makes no difference to you, just say so.

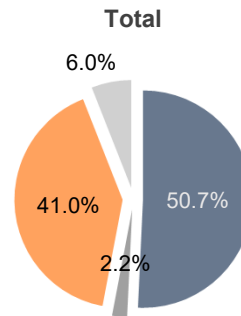
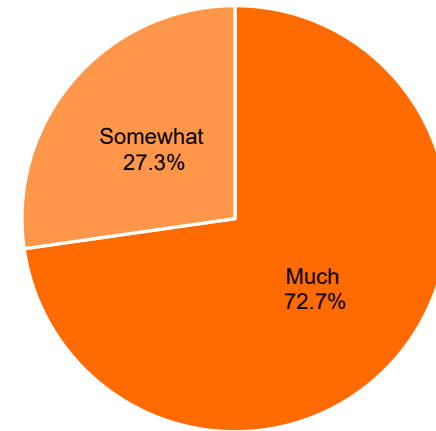
Question 19: Property owners would pay an estimated \$120 per year or about \$10 per month per taxable parcel to repay the bonds. The charge would be assessed annually through property tax bills. Does knowing this make you more likely to vote yes or more likely to vote no?

[SPLIT SAMPLE C]

Among those who said more likely to vote yes



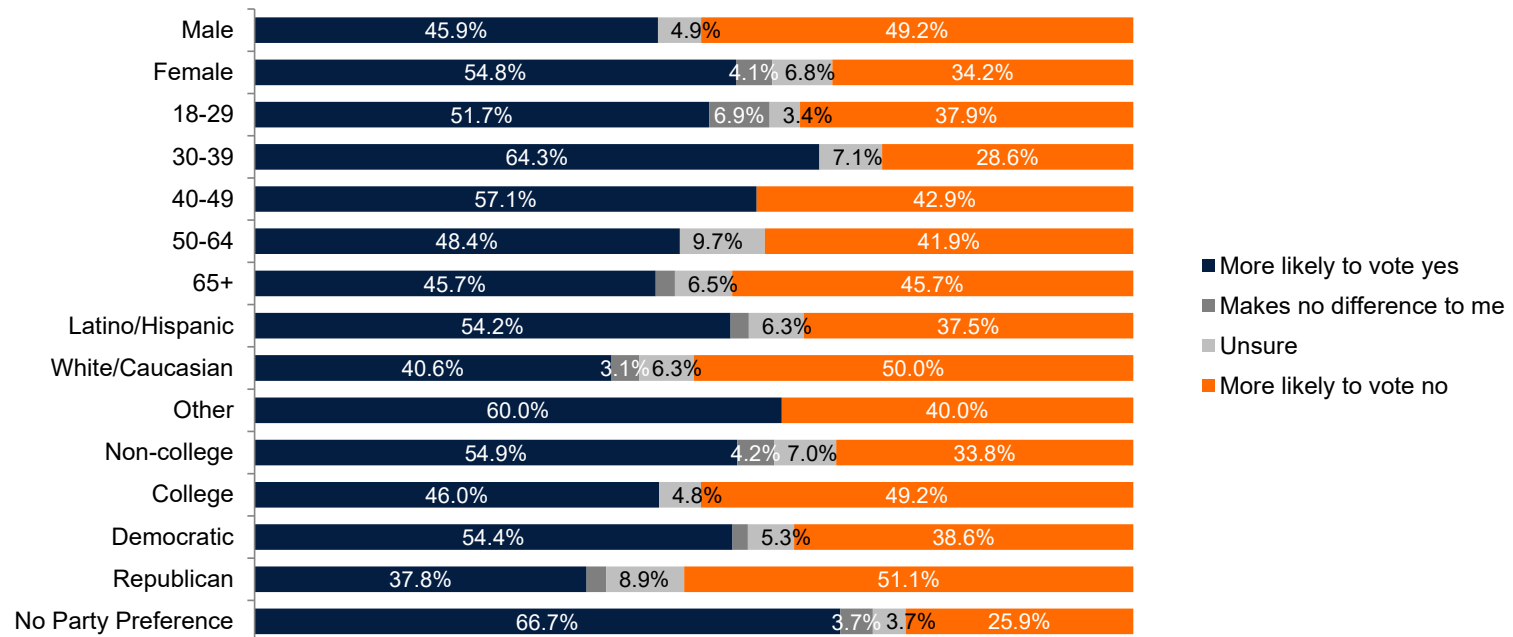
Among those who said more likely to vote no



Results by gender, age group, ethnicity, education, and party

We have some additional information about the tax measure. Please consider each message and indicate whether it makes you more likely to vote yes or more likely to vote no. If it makes no difference to you, just say so.

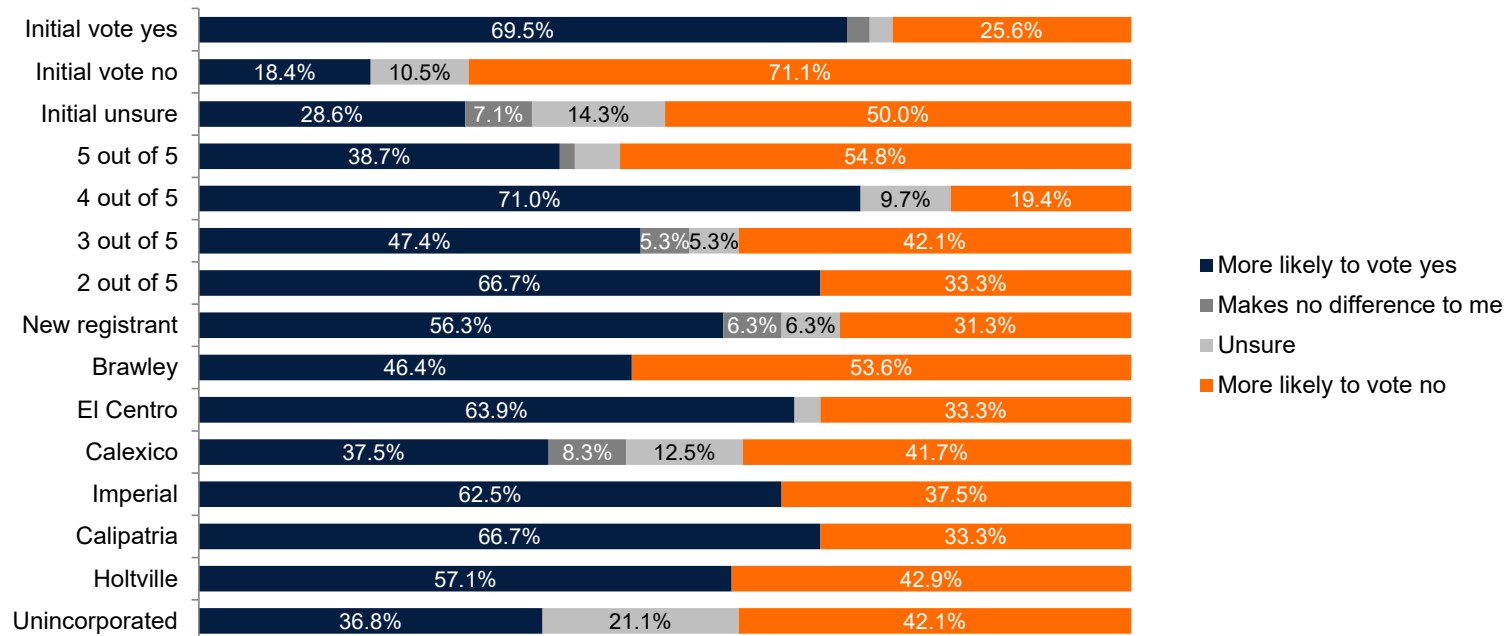
Question 19: Property owners would pay an estimated \$120 per year or about \$10 per month per taxable parcel to repay the bonds. The charge would be assessed annually through property tax bills. Does knowing this make you more likely to vote yes or more likely to vote no?
[SPLIT SAMPLE C]



Results by initial vote, vote propensity, and City

We have some additional information about the tax measure. Please consider each message and indicate whether it makes you more likely to vote yes or more likely to vote no. If it makes no difference to you, just say so.

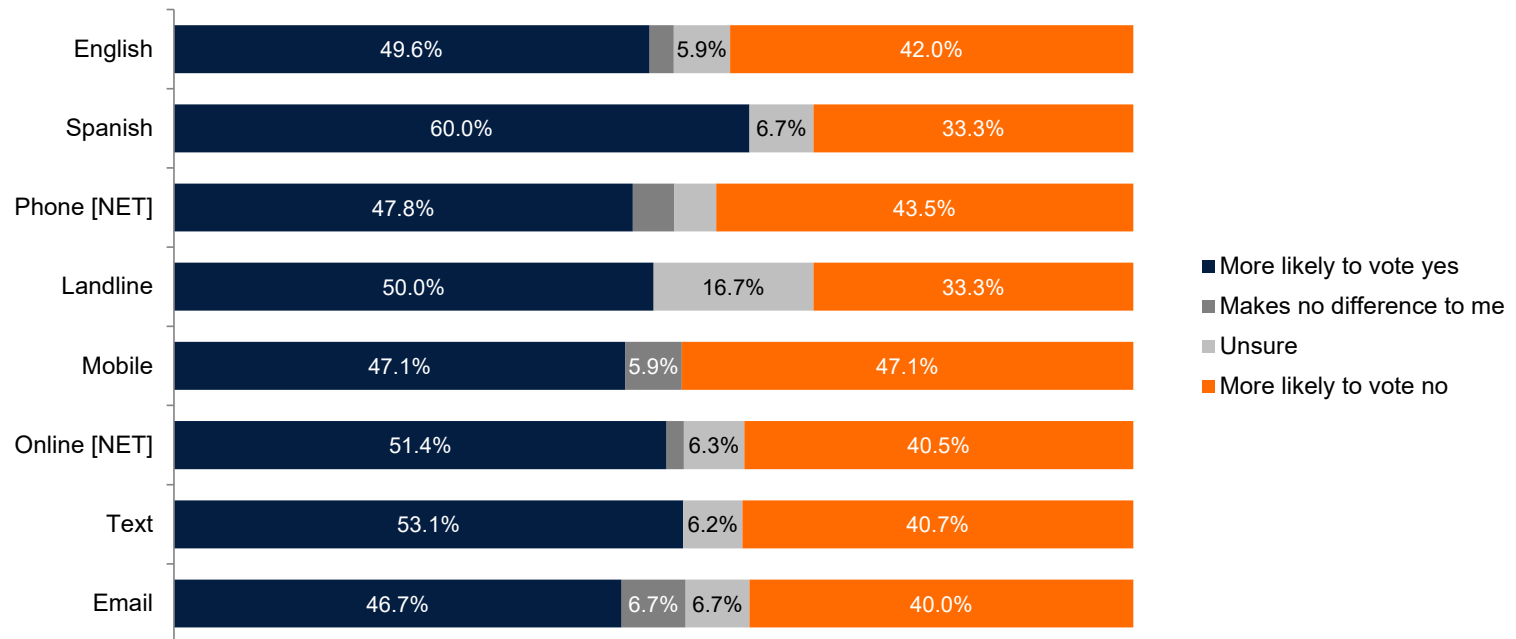
Question 19: Property owners would pay an estimated \$120 per year or about \$10 per month per taxable parcel to repay the bonds. The charge would be assessed annually through property tax bills. Does knowing this make you more likely to vote yes or more likely to vote no?
[SPLIT SAMPLE C]



Results by survey language and mode

We have some additional information about the tax measure. Please consider each message and indicate whether it makes you more likely to vote yes or more likely to vote no. If it makes no difference to you, just say so.

Question 19: Property owners would pay an estimated \$120 per year or about \$10 per month per taxable parcel to repay the bonds. The charge would be assessed annually through property tax bills. Does knowing this make you more likely to vote yes or more likely to vote no?
[SPLIT SAMPLE C]



Message Effectiveness

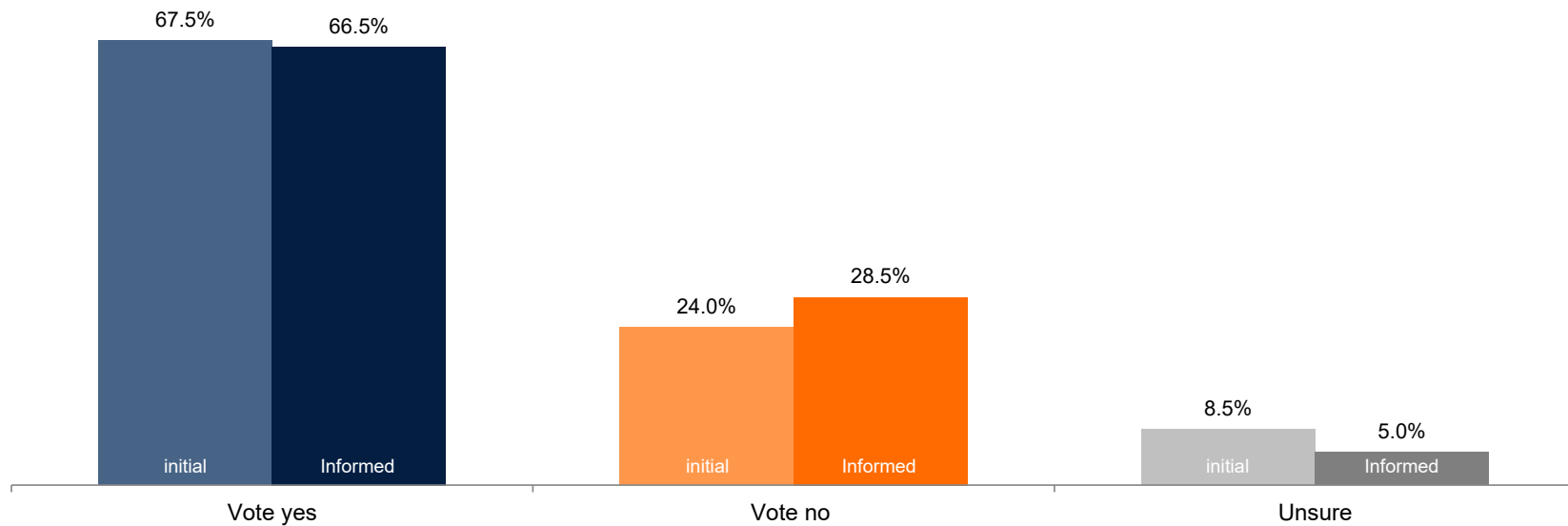
Positive messages	Percent More Likely to Vote Yes
This bond measure would help expand cancer treatment, heart care, and mental health services in Imperial County, reducing the need for patients to leave their community for care.	76.5%
Every dollar generated by this tax measure stays with Imperial Valley Healthcare District and cannot be taken by the County, Sacramento or the federal government.	75.0%
Many Imperial County residents have to travel two or more hours to San Diego or the Coachella Valley for specialty medical care, costing families time and money. This tax measure would help expand local specialty services so patients can be treated closer to home.	73.8%
The Imperial Valley Healthcare District has partnered with UC San Diego Health to bring advanced medical expertise and training programs to Imperial County. This tax measure would fund the facilities needed to support that partnership.	73.8%
This tax measure includes an independent citizens' oversight committee and mandatory annual audits to ensure funds are spent as promised.	73.0%
State law requires hospitals to meet earthquake safety standards by 2030, and the hospitals in Imperial County currently do not meet these requirements. Without upgrades, services could be reduced or facilities could be forced to close. The funds collected by IVHD's proposed tax measure would also be used to assist with these upgrades.	71.0%
Without this investment, Imperial County could lose doctors and medical staff to other regions, making it even harder for residents to access healthcare locally.	68.3%
Property owners would pay an estimated \$120 per year or about \$10 per month per taxable parcel to repay the bonds. The charge would be assessed annually through property tax bills.	50.7%
Property owners would pay an estimated \$150 per year or about \$12.50 per month per taxable parcel to repay the bonds. The charge would be assessed annually through property tax bills.	44.4%
Property owners would pay an estimated \$200 per year or about \$16.67 per month per taxable parcel to repay the bonds. The charge would be assessed annually through property tax bills.	36.1%
Negative message	Percent More Likely to Vote No
Some residents say property taxes in Imperial County are already too high, and this tax measure would add to the tax burden on homeowners who are already struggling with the cost of living.	52.3%



Informed vote: The measure retains strong majority support

Knowing what you know now, if the election were held today, how would you vote on this ballot measure?

Question 20: To help improve healthcare for all in Imperial County, shall the Imperial Valley Healthcare District issue a total of \$12,500,000 in annual parcel tax assessments to expand medical services to reduce the need for patients to travel outside the county, including improved cancer and heart care, expanded pediatric and children's health services, and make earthquake safety upgrades required by law, with independent citizens' oversight, annual audits, and all funds staying in Imperial County?

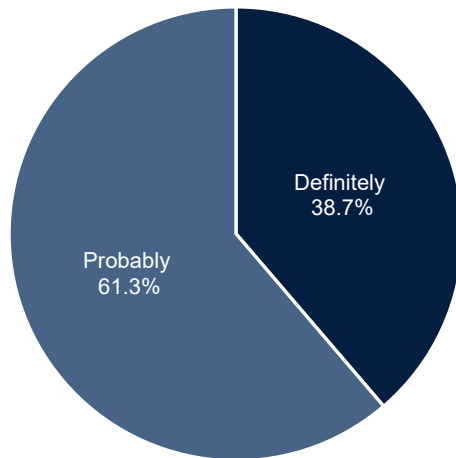


Among those who vote yes, 61% probably vote yes

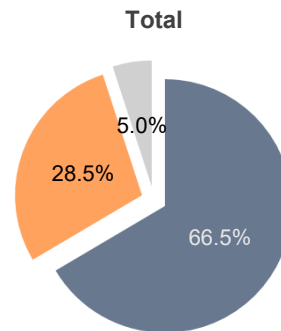
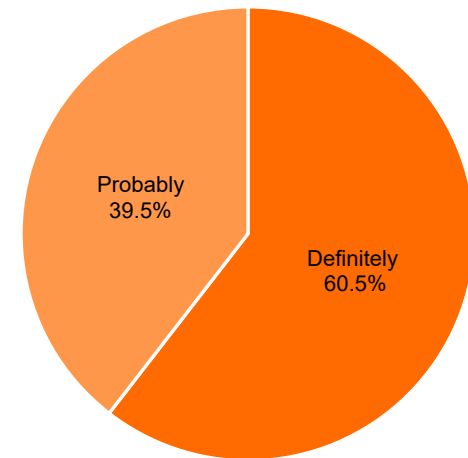
Knowing what you know now, if the election were held today, how would you vote on this ballot measure?

Question 20: To help improve healthcare for all in Imperial County, shall the Imperial Valley Healthcare District issue a total of \$12,500,000 in annual parcel tax assessments to expand medical services to reduce the need for patients to travel outside the county, including improved cancer and heart care, expanded pediatric and children's health services, and make earthquake safety upgrades required by law, with independent citizens' oversight, annual audits, and all funds staying in Imperial County?

Among those who said vote yes



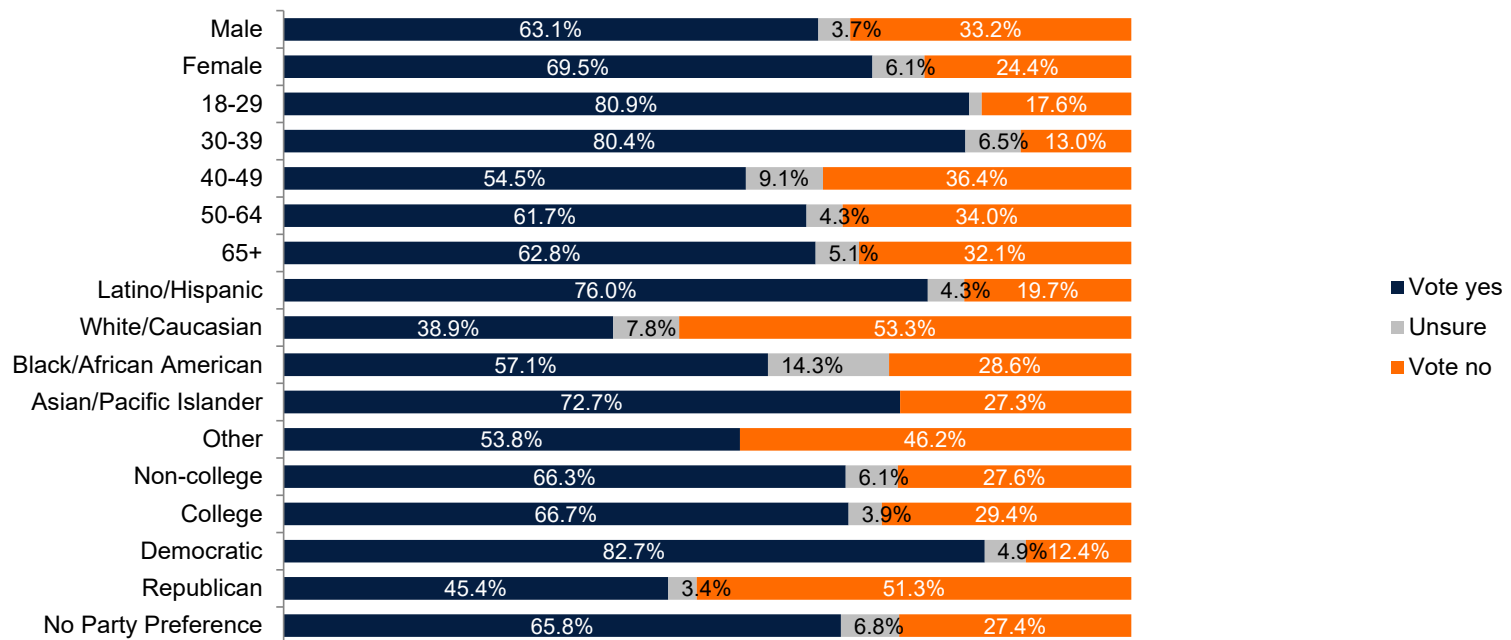
Among those who said vote no



Results by gender, age group, ethnicity, education, and party

Knowing what you know now, if the election were held today, how would you vote on this ballot measure?

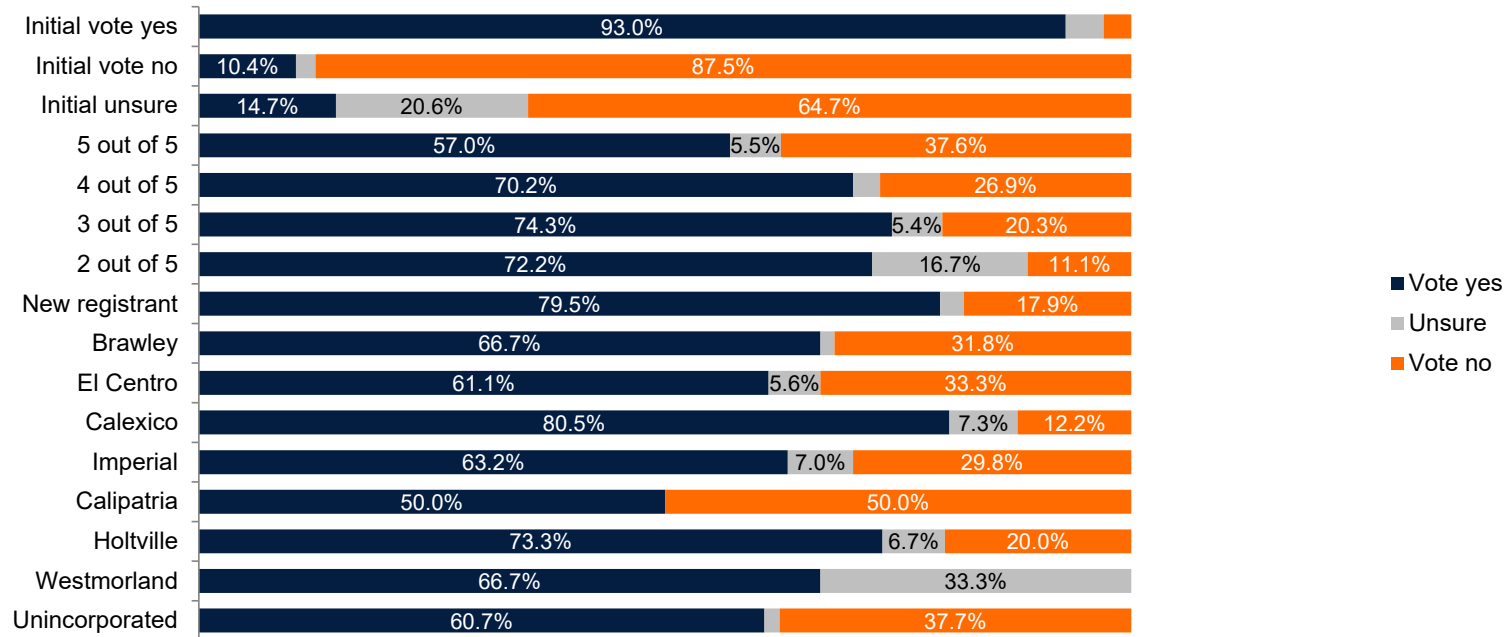
Question 20: To help improve healthcare for all in Imperial County, shall the Imperial Valley Healthcare District issue a total of \$12,500,000 in annual parcel tax assessments to expand medical services to reduce the need for patients to travel outside the county, including improved cancer and heart care, expanded pediatric and children’s health services, and make earthquake safety upgrades required by law, with independent citizens’ oversight, annual audits, and all funds staying in Imperial County?



Results by initial vote, vote propensity, and City

Knowing what you know now, if the election were held today, how would you vote on this ballot measure?

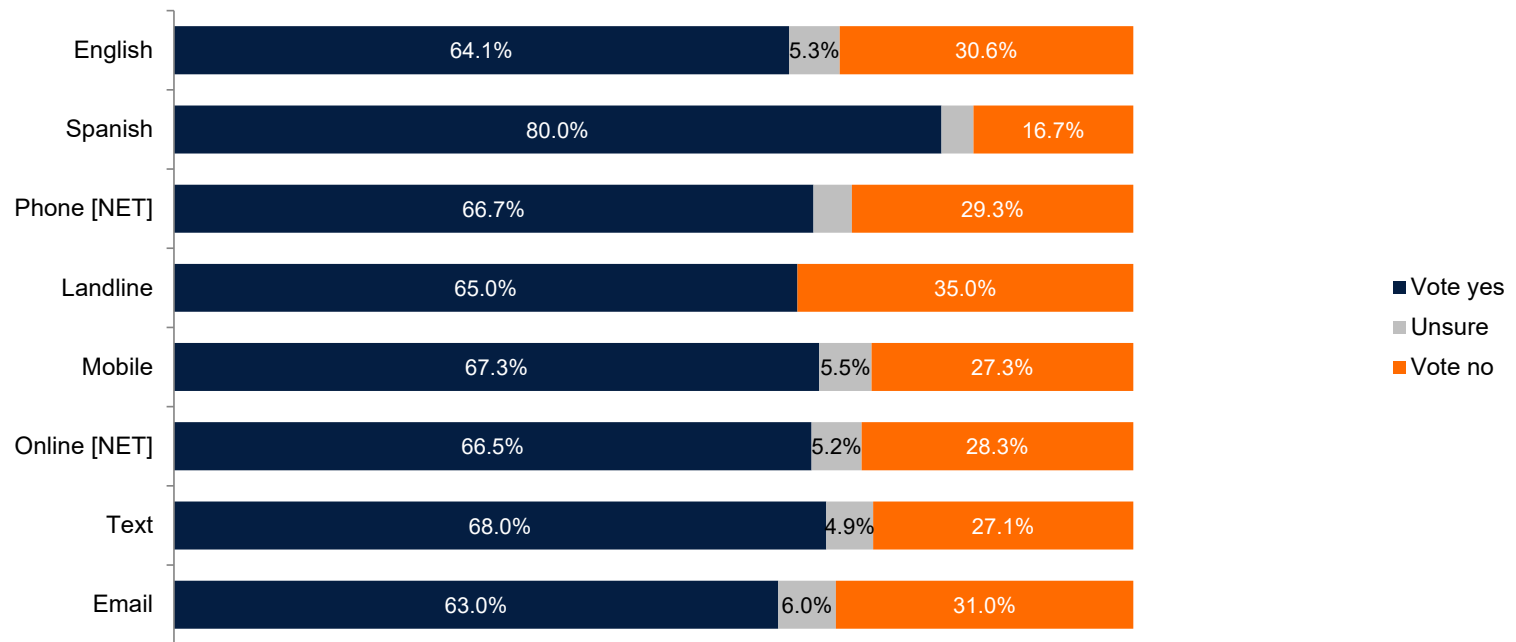
Question 20: To help improve healthcare for all in Imperial County, shall the Imperial Valley Healthcare District issue a total of \$12,500,000 in annual parcel tax assessments to expand medical services to reduce the need for patients to travel outside the county, including improved cancer and heart care, expanded pediatric and children's health services, and make earthquake safety upgrades required by law, with independent citizens' oversight, annual audits, and all funds staying in Imperial County?



Results by survey language and mode

Knowing what you know now, if the election were held today, how would you vote on this ballot measure?

Question 20: To help improve healthcare for all in Imperial County, shall the Imperial Valley Healthcare District issue a total of \$12,500,000 in annual parcel tax assessments to expand medical services to reduce the need for patients to travel outside the county, including improved cancer and heart care, expanded pediatric and children's health services, and make earthquake safety upgrades required by law, with independent citizens' oversight, annual audits, and all funds staying in Imperial County?

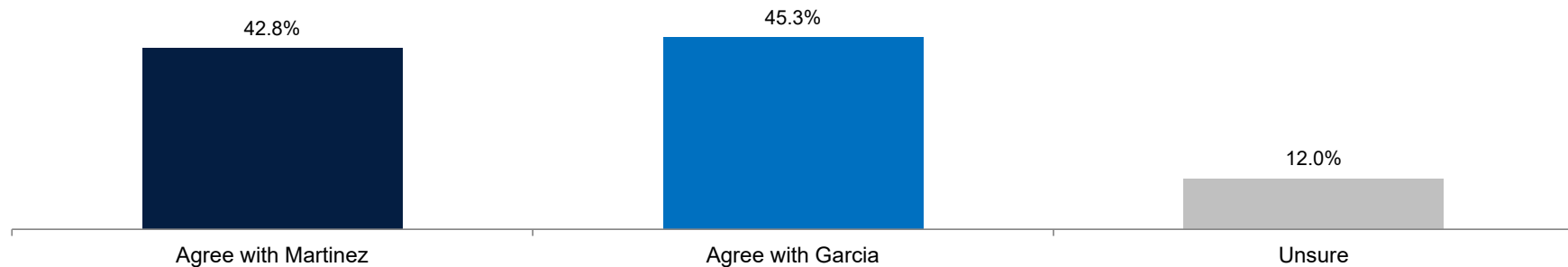


Opinions are nearly evenly split between Garcia and Martinez (45% vs. 43%)

Question 21: Here are statements made by two Imperial County residents. Please indicate which statement you agree with more.

Martinez says: “Our hospitals are falling apart and don’t meet earthquake safety standards. If we don’t invest now, we risk losing local healthcare entirely, and families will have to drive hours for basic medical care. This bond is an investment in our community’s health and safety.”

Garcia says: “We’re already taxed enough, and the healthcare district should be finding state and federal money instead of coming to homeowners for more. I’m not willing to pay higher property taxes when I’m already struggling to keep up with the cost of living.”

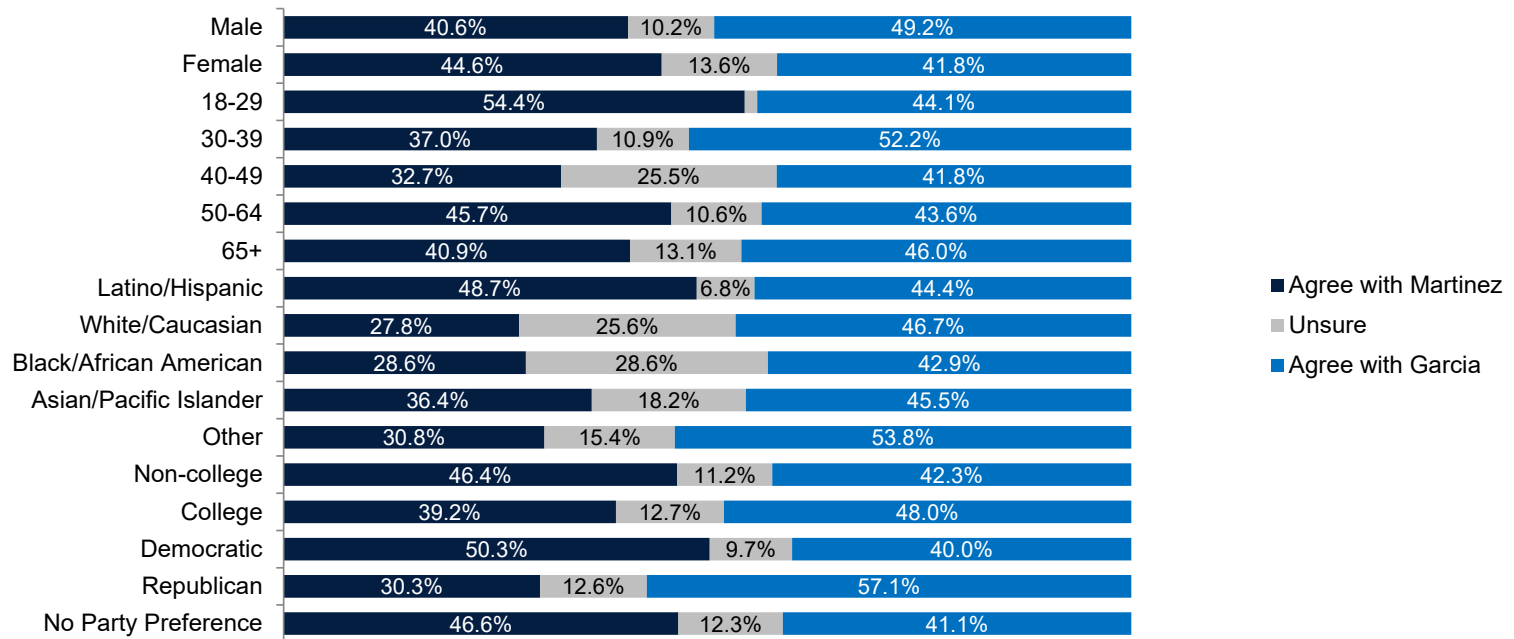


Results by gender, age group, ethnicity, education, and party

Question 21: Here are statements made by two Imperial County residents. Please indicate which statement you agree with more.

Martinez says: “Our hospitals are falling apart and don’t meet earthquake safety standards. If we don’t invest now, we risk losing local healthcare entirely, and families will have to drive hours for basic medical care. This bond is an investment in our community’s health and safety.”

Garcia says: “We’re already taxed enough, and the healthcare district should be finding state and federal money instead of coming to homeowners for more. I’m not willing to pay higher property taxes when I’m already struggling to keep up with the cost of living.”

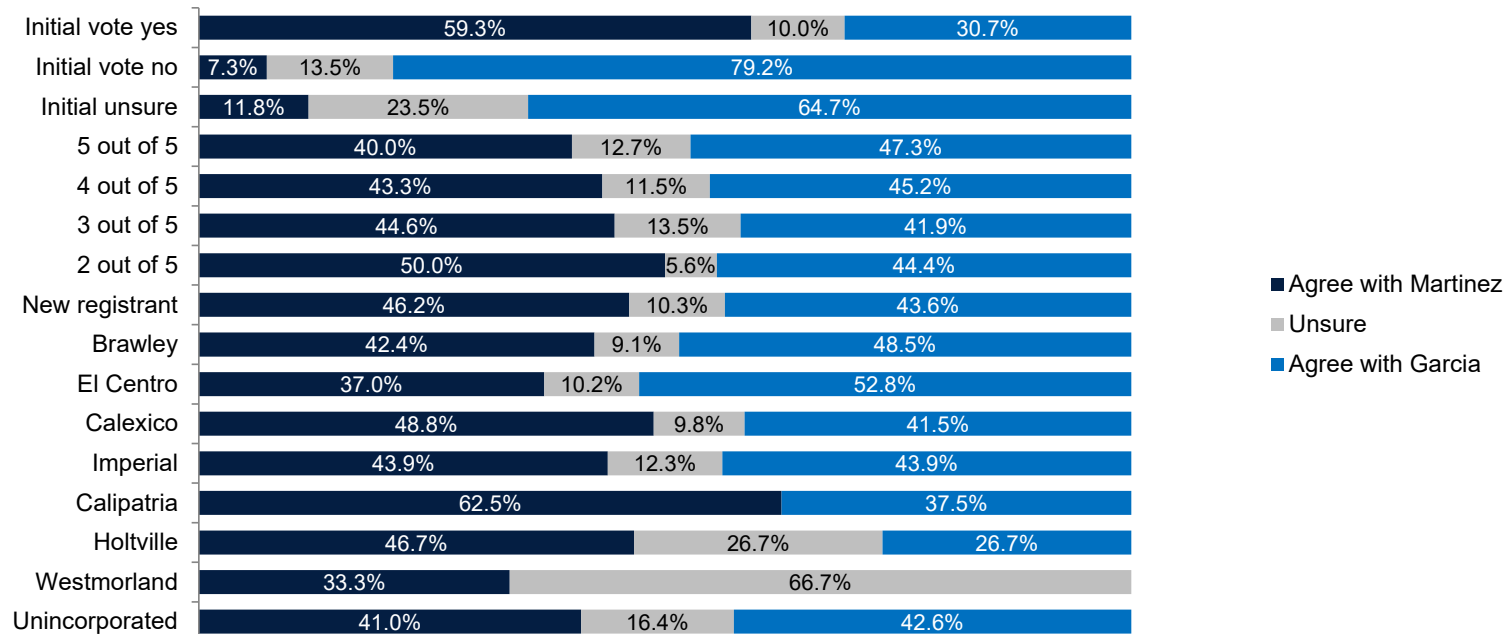


Results by initial vote, vote propensity, and City

Question 21: Here are statements made by two Imperial County residents. Please indicate which statement you agree with more.

Martinez says: “Our hospitals are falling apart and don’t meet earthquake safety standards. If we don’t invest now, we risk losing local healthcare entirely, and families will have to drive hours for basic medical care. This bond is an investment in our community’s health and safety.”

Garcia says: “We’re already taxed enough, and the healthcare district should be finding state and federal money instead of coming to homeowners for more. I’m not willing to pay higher property taxes when I’m already struggling to keep up with the cost of living.”

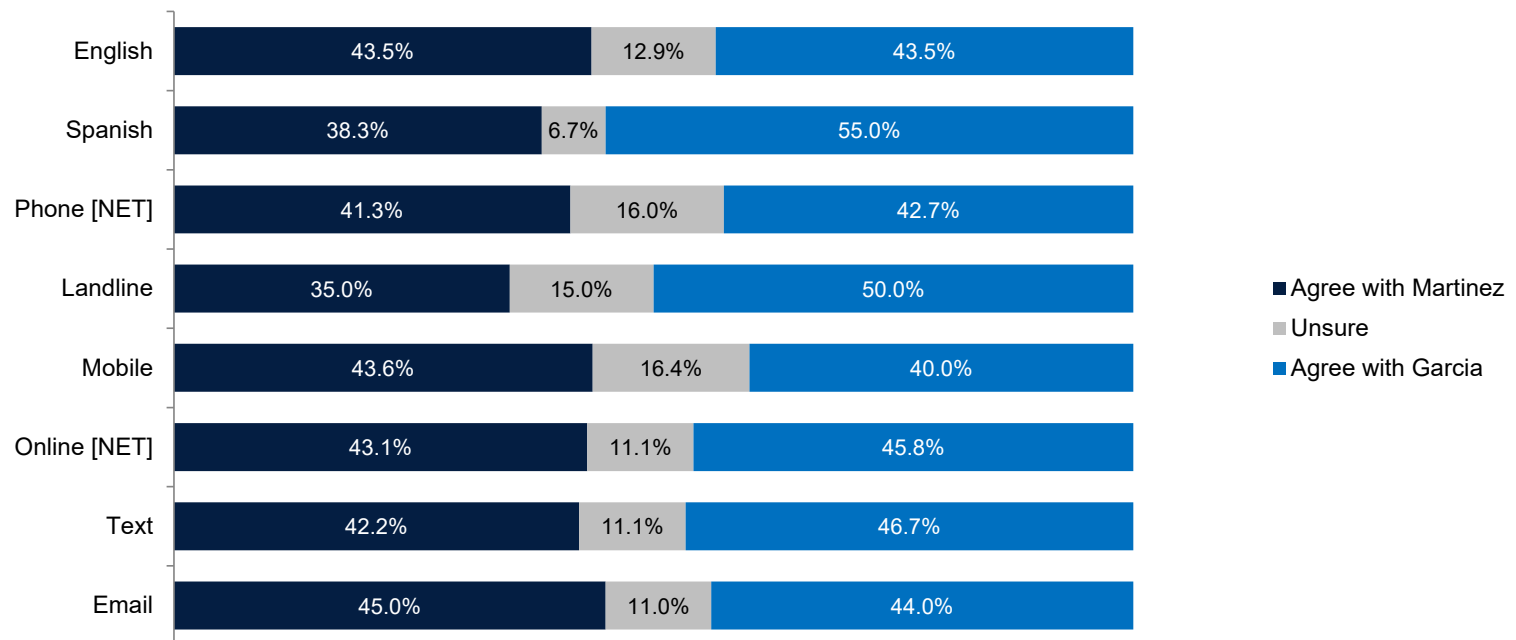


Results by survey language and mode

Question 21: Here are statements made by two Imperial County residents. Please indicate which statement you agree with more.

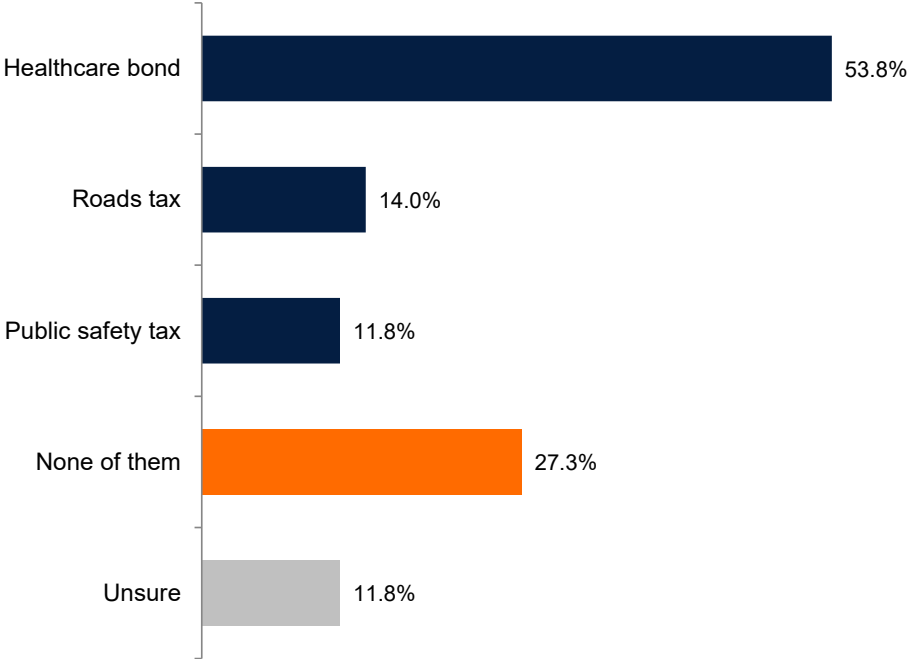
Martinez says: “Our hospitals are falling apart and don’t meet earthquake safety standards. If we don’t invest now, we risk losing local healthcare entirely, and families will have to drive hours for basic medical care. This bond is an investment in our community’s health and safety.”

Garcia says: “We’re already taxed enough, and the healthcare district should be finding state and federal money instead of coming to homeowners for more. I’m not willing to pay higher property taxes when I’m already struggling to keep up with the cost of living.”



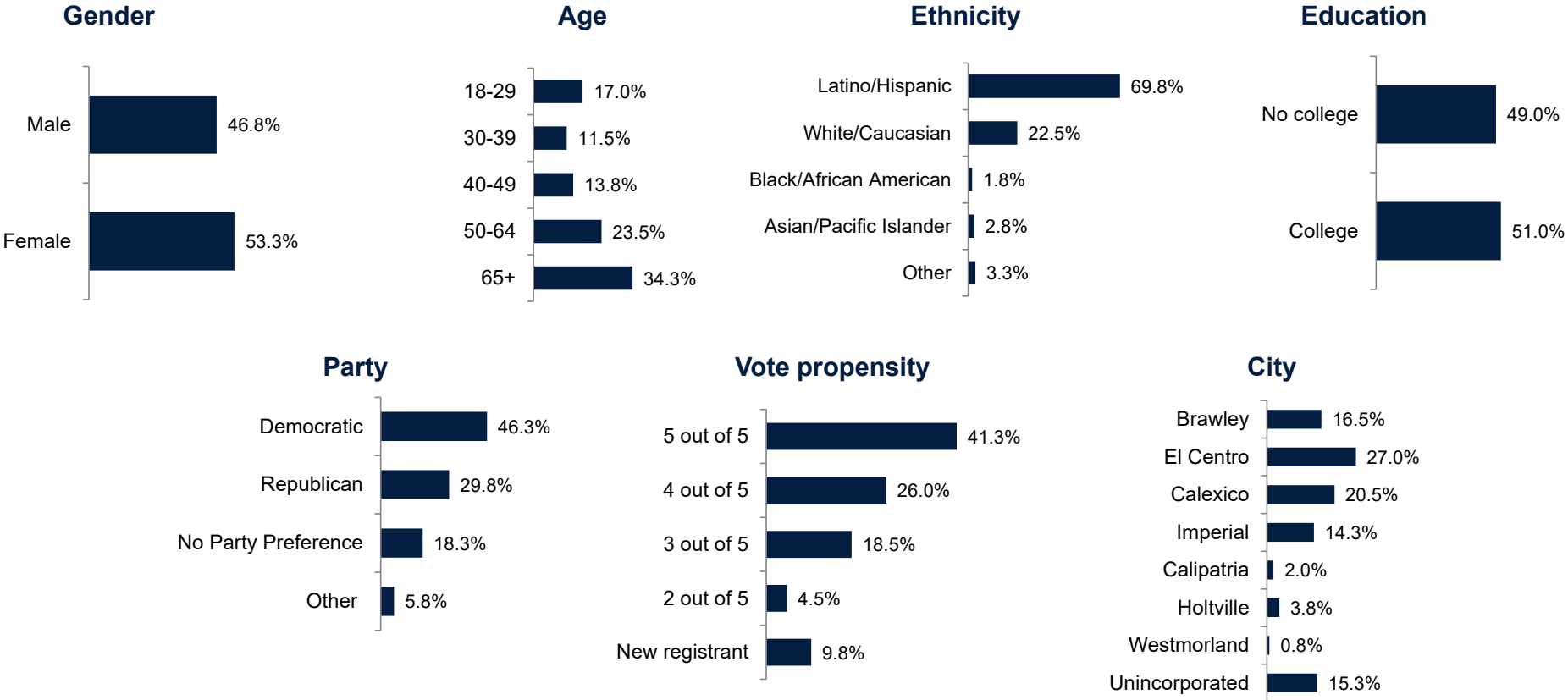
The healthcare bond has the most support

Question 22: It is likely that more than one local tax measure will be on your ballot in November. Based on what you know now, which of the following tax measures would you support? Select all that apply.



Demographics

Respondent demographics by gender, age, ethnicity, education, party, vote propensity, and City



Questions?

Adam Probolsky, President

O: 949-855-6400 | M: 949-697-6726

E: adam@probolskyresearch.com

Sergio Martinez, Senior Research Analyst

E: sergio@probolskyresearch.com



**Opinion Research on
Elections and Public Policy**



PROBOLSKY RESEARCH

23 Corporate Plaza Suite 150 Newport Beach CA 92660

Newport Beach

(949) 855-6400

San Francisco

(415) 870-8150

Washington DC

(202) 559-0270

Imperial Valley Healthcare District

Title: Radiology Peer Review	Policy No. CLN-00894
	Page 1 of 2
Current Author: Derek Tapia	Effective: 1/28/2013
Latest Review/Revision Date: 11/2025	Manual: Clinical / Radiology

Collaborating Departments: Medical Staff, Dr. George Rapp	Keywords:		
Approval Route: List all required approval			
MARCC x	PSQC	Other: <u>Chief of Radiology</u>	
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 To outline the process and procedures of the Radiologist Peer Review process

2.0 Scope: Radiology

3.0 Policy:

- 3.1 Approximately one percent of all Radiology studies will be peer reviewed on an ongoing basis.
- 3.2 The cases reviewed will closely represent the departments case mix by modality which is 54% X-Ray, 21% CT, 15% U/S, 5% MAMMO, 3% MRI, 2% NUC MED.
- 3.3 Scoring will follow the proposed ACR RADPEER scoring language.
- 3.4 Findings will be reported by Radiologist by modality and by Group totals by modality.

4.0 Definitions:

- 4.1 Proposed ACR RADPEER scoring language
 - 4.1.1 Score 1 Concur with interpretation
 - 4.1.2 Score 2 Discrepancy in interpretation/not ordinarily expected to be made (understandable miss)
 - 4.1.3 Score 3 Discrepancy in interpretation/should be made most of the time.
 - 4.1.4 Score 4 Discrepancy in interpretation/should be made almost every time – misinterpretation of findings.
- 4.2 ACR American College of Radiology
- 4.3 MSQC Medical Staff Quality Committee

5.0 Procedure:

- 5.1 During the routine interpretation of current images, prior studies which were read by another Radiologist can be evaluated for accuracy of interpretation.
- 5.2 The accuracy of prior reports will be scored by the current interpreter of the new study using the standardized 4-point ACR proposed RADPEER scoring language.
- 5.3 Scores of 3 or 4 will be reviewed and scored by a third Radiologist.
- 5.4 An addendum will be made to all reports if a discrepancy of clinical significance is found.
- 5.5 Scores will be documented using the PMHD Radiology Peer Review Scoring Form.
- 5.6 On a quarterly basis the Radiology Peer Review Scoring forms will be collected.

Imperial Valley Healthcare District

Title: Radiology Peer Review	Policy No. CLN-00894
	Page 2 of 2
Current Author: Derek Tapia	Effective: 1/28/2013
Latest Review/Revision Date: 11/2025	Manual: Clinical / Radiology

Summary statistics will be generated by the Radiology Manager or designee to include statistics for each Radiologist by modality and Group by modality.

- 5.7 Quarterly reports will be discussed at the Radiology Department Meeting with a copy sent to MSQC.

6.0 References:

- 6.1 RADPEER Scoring White Paper American College of Radiology

7.0 Attachment List:

- 7.1 Attachment A – RADPEER Scoring White Paper American College of Radiology
7.2 Attachment B – PMHD Radiology Peer Review Scoring Form

8.0 Summary of Revisions:

- 8.1 Author changed from Rojian Lira to Derek Tapia

RADPEER™ Scoring White Paper

Valerie P. Jackson, MD^a, Trudie Cushing, MS^b, Hani H. Abujudeh, MD, MBA^c,
James P. Borgstede, MD^d, Kenneth W. Chin, MD^e, Charles K. Grimes, MD^f,
David B. Larson, MD^g, Paul A. Larson, MD^h, Robert S. Pyatt Jr, MDⁱ,
William T. Thorwarth Jr, MD^j

The ACR's RADPEER™ program began in 2002; the electronic version, e-RADPEER™, was offered in 2005. To date, more than 10,000 radiologists and more than 800 groups are participating in the program. Since the inception of RADPEER, there have been continuing discussions regarding a number of issues, including the scoring system, the subspecialty-specific subcategorization of data collected for each imaging modality, and the validation of interfacility scoring consistency. This white paper reviews the task force discussions, the literature review, and the new recommended scoring process and lexicon for RADPEER.

Key Words: Peer review, medical errors, harm score, undercalls, overcalls, misinterpretations, disagreement rates

J Am Coll Radiol 2009;6:21-25. Copyright © 2009 American College of Radiology

INTRODUCTION

The ACR established a task force on patient safety in 2000, in response to the 1999 Institute of Medicine report *To Err Is Human* [1], which estimated that as many as 98,000 people die in hospitals as a result of preventable medical errors. Although medical imaging was not cited as an area of practice with high error rates, the ACR's task force established several committees to address patient safety issues. One of the committees in this task force addressed model peer review and self-evaluation. That committee developed the RADPEER™ program, a radiology peer-review process, and conducted a pilot of the program at 14 sites in 2001 and 2002. After the pilot study, the program was offered to ACR members in 2002.

RADPEER was designed to be a simple, cost-effective process that allows peer review to be performed during

the routine interpretation of current images. If prior images and reports are available at the time a new study is being interpreted, these prior studies and the accuracy of their interpretation would typically be evaluated at the time the radiologist interprets the current study. In addition, at the time of the interpretation of the current study, the radiologist may have additional information that is helpful in assessing the interpretation of the prior study. This may include the progression or regression of findings on the current imaging study or additional history, including the findings of intervening nonimaging studies or procedures. The process requires no additional interpretive work on the part of radiologists beyond what already is currently being done. RADPEER simply creates a system that allows "old images" and "old interpretations" to be collected and structured in a reviewable format. The accuracy of prior reports is scored by the current interpreter of the new study using a standardized, 4-point rating scale (Table 1).

Although this scoring system has worked well for the past 5 years, there has been continued confusion over the meaning of some categories. Scores 1 and 4 are easy to understand. However, score 3 does not mention misinterpretation or disagreement and could potentially be used in a situation in which an image was correctly interpreted but the reviewer merely felt that it was an easy diagnosis. Likely the most confusing is score 2, "difficult diagnosis, not ordinarily expected to be made." It is unclear whether there is an actual disagreement with the original interpretation or if the score is being used because it was a great pickup. Scores of 1 and 2 require no action, but scores of 3 and 4 require internal review by

^aIndiana University School of Medicine, Indianapolis, Indiana.

^bAmerican College of Radiology, Reston, Virginia.

^cMassachusetts General Hospital, Boston, Massachusetts.

^dUniversity of Colorado, Denver, Colorado.

^eSan Fernando Valley Interventional Radiology & Imaging Center, Encino, California.

^fMaine Medical Center, Portland, Maine.

^gThe Children's Hospital, Aurora, Colorado.

^hRadiology Associates of Fox Valley, Neenah, Wisconsin.

ⁱChambersburg Imaging Associates, Chambersburg, Pennsylvania.

^jCatawba Radiological Associates, Hickory, North Carolina.

Corresponding author and reprints: Valerie P. Jackson, MD, Indiana University School of Medicine, Department of Radiology, Room 0663, 550 University Blvd, Indianapolis, IN 46202-5149; e-mail: vjackson@iupui.edu.

Table 1. Current RADPEER scoring system

Score	Meaning
1	Concur with interpretation
2	Difficult diagnosis, not ordinarily expected to be made
3	Diagnosis should be made most of the time
4	Diagnosis should be made almost every time—misinterpretation of findings

the local peer-review committee to validate or change, if necessary, the original RADPEER score.

Each institution (radiology group) is assigned a unique identifier number. To maintain confidentiality, facilities assign each physician a numeric identifier (such as 101) to use when information is submitted to the ACR. The actual names of the participating radiologists are not provided to the ACR.

RADPEER scoring was originally performed using machine readable cards; in 2005, a Web-based program, e-RADPEER™, was established. Completed cards or electronic scores are submitted to the ACR, and reports are generated that provide

- summary statistics and comparisons for each radiologist by modality,
- summary data for each facility by modality, and
- data summed across all participating facilities.

The reports should demonstrate trends that radiologists may use to focus their continuing medical education activities. Efforts to optimize interpretive skills should result in improvements in patient care.

The original model peer review committee members reviewed several documents, including examples of scoring from the literature [2,3] (W. Thorwarth, personal communication) and samples submitted from committee members' own practices. Everyone agreed that for any program to be effective and widely accepted, it needs to be simple and user friendly. The committee members reviewed several examples of scoring and eventually decided on the 4-point system shown in Table 1. Although there was discussion regarding the inclusion of "clinically significant" in the scoring language, the committee steered away from this because of the difficulty in tracking a case for evidence of clinical significance and outcome. The committee also discussed the categories selected and whether modality or body system was preferable. Because the original card-based system used in RADPEER required radiologists to manually enter data onto cards, the need to keep the categories and scoring simple was emphasized.

RADPEER participation has increased every year, with substantial growth in 2007 after the ACR's mandate that all sites applying for any of the voluntary accreditation programs (computed tomography, magnetic resonance, ultrasound, positron emission tomography, nuclear medicine, and breast ultrasound) have evidence of a physician peer-review program, either RADPEER or their own internal programs. The number of participating radiologists has grown to more than 10,000.

The summarized RADPEER data collected through December 2007 are shown in Table 2. These data raise important questions. Fewer than 0.5% of the scores are 3 or 4. Does this reflect the quality of the interpretive skills of radiologists or a reluctance to assign less than perfect scores to colleagues? However, the RADPEER data are similar to those reported in the literature. For example, Soffa et al [4] found a disagreement rate of 3.48%. Combining RADPEER scores of 2, 3, and 4 gives a total disagreement rate of 2.91%. If the scores are not a true reflection of individual radiologists' interpretive skills, does the RADPEER process serve as a tool for improving patient safety or continuous quality improvement?

Since the inception of RADPEER, there have been continuing discussions regarding a number of issues, including the scoring system, the subspecialty-specific subcategorization of data collected for each imaging modality, and the validation of interfacility scoring consistency. In addition, there has been controversy regarding the inclusion of the clinical significance for scores of 2, 3, and 4. When RADPEER was originally developed, the committee members felt that adding clinical significance would require follow-up that either could not be done or would place an additional burden on radiology resources.

TASK FORCE ON RADPEER SCORING

Because of the issues regarding the RADPEER scoring process, a task force was formed to review the literature and various scoring methods to determine if a change would be warranted. The task force met on September 15, 2007, and consisted of members of the RADPEER committee, representatives from ACR leadership, and a radiology resident. The task force members reviewed the

Table 2. Summary of RADPEER scores

Score	Percentage of Total Scored Cases
1	97.11
2	2.51
3	0.32
4	0.07

Table 3. Melvin et al [6] scoring system of discrepancy

Grade	Significance
0 = No discrepancy	0 = None
1 = Minor	1 = Minor (incidental to treatment/management)
2 = Significant	2 = Significant (affects treatment/management, not outcome)
3 = Major	3 = Major (affects outcome)

current language, the literature, and several proposed changes to the current scoring system.

There were several suggestions that the scoring system be changed to improve the ease of scoring, improve the consistency of scoring, and reflect the clinical significance of the various levels of disagreement. This would move RADPEER from a scoring system based on standards of care to an outcomes-based system, more in line with peer-reviewed systems described in the literature [4-6]. In the current climate of emphasis on patient safety, this could perhaps become a more durable product.

The task force reviewed the literature on peer-review processes in medicine and specifically in radiology. Lee et al [5] described a 5-point system, with 1 representing “not significant” and 5, “highly significant,” causing delays in diagnosis (false-negative results), unwarranted invasive procedures (false-positive results), or incorrect treatments. Similarly, Melvin et al [6] also used a grading system that combined the severity of a discrepancy with its clinical significance (Table 3).

Clinical Significance

If RADPEER is to have an impact on patient safety, should the clinical significance of a score of 2, 3, or 4 be evaluated, as has been done in other peer-review processes? The task force members agreed that it would be useful to provide the reviewer an option to not only assign a score but also evaluate clinical significance. Thus,

in the proposed system, for categories 2 to 4, the reviewer has the option to check the items “unlikely to be clinically significant” and “likely to be clinically significant.”

There was concern expressed about the ability to rank something as “clinically significant,” because that cannot be ascertained in all cases. One of the task force members reported that his group originally had a “clinically significant” category but discontinued its use because of difficulty with scoring. For example, if a radiologist misses a metastatic lesion in a patient with other metastases, it would not be as clinically significant as a lesion in a patient with no known disease. Many task force members felt that the determination of clinical significance does not have to be a difficult process based on absolute outcome measures. Instead, a “gut” assessment of the likelihood of impact of the discrepancy on patient care would be adequate.

In any acceptable peer-review program under the ACR’s accreditation requirements (Appendix A), there must be “reviewer assessment of the agreement of the original report with a subsequent review” and “policies and procedures for action to be taken on significantly discrepant peer review findings for purposes of achieving quality outcomes improvements.” The whole point of peer review is to compare studies to assess reviewer accuracy and, should discrepancies exist, having a system in place to assess the need for reviewer improvement that should ultimately improve patient care.

After discussion of the issues regarding the meaning of each score and clinical significance, the task force members agreed on a new RADPEER scoring language (Table 4). The scoring numbers remain the same, but some of the definitions have changed. The committee members felt strongly that examples of cases for each of the scores are necessary to clarify the scoring process for radiologists (Appendix B). Score 2 was better defined to indicate that it represents a discrepancy in interpretation, but for a finding difficult enough that it is an understandable miss. The task force discussed changing score 3 to “substantial discrepancy in interpretation” and score 4 to “major discrepancy in interpretation.” However, the ACR’s legal

Table 4. Proposed RADPEER scoring language

Score	Meaning	Optional
1	Concur with interpretation	
2	Discrepancy in interpretation/not ordinarily expected to be made (understandable miss)	a. Unlikely to be clinically significant b. Likely to be clinically significant
3	Discrepancy in interpretation/should be made most of the time	a. Unlikely to be clinically significant b. Likely to be clinically significant
4	Discrepancy in interpretation/should be made almost every time—misinterpretation of finding	a. Unlikely to be clinically significant b. Likely to be clinically significant

staffers felt that the terms *substantial* and *major* are too vague and recommended that the original language be maintained, changing the word *diagnosis* to *interpretation*.

The current system language is more related to misses or standard of care, whereas the proposed system is more widely applicable and outcomes based, similar to the “harm score” of the Pennsylvania Patient Safety Reporting System [7]. The harm score (with 10 categories) ranges from circumstances that could cause adverse events to events that contributed to or resulted in death. The Joint Commission also looks at “harm vs no detectable harm” [8], assessing the impact of medical errors and systems failure, commonly referred to as harm to patients. In addition, the proposed scoring system addresses the issues of both undercalls (misses) and overcalls (which may lead to unnecessary additional tests or intervention).

Some members expressed concern that a major change to the language would cause all of the accumulated data to be lost. The ACR’s Research Department reviewed the proposed scoring system and felt that any change should preserve comparability with respect to the distinction of a score of 1 vs any other score. The proposed system does this in large part by maintaining a 4-category scoring language. Because the concern is that categories 2 to 4 have been used inconsistently, the change should preserve what is relatively reliable in the historical data. They suggested that the task force may want to recommend that the terminology be reevaluated and change considered about every 5 years.

Legal Implications of RADPEER Language

Obviously, the improvement of patient care includes taking action when it is discovered that a study was misread, thereby affecting appropriate patient care. Failure to take the appropriate action can subject health care providers to malpractice liability as easily as the initial misread of the study. Moreover, failure to act on a misread can be viewed by a jury as reason to impose punitive sanctions on a physician, resulting in a malpractice conviction and a higher judgment than might have been awarded for the failure to make the initial interpretation. Thus, regardless of the language used in the RADPEER definitions, the liability exposure remains the same. The current RADPEER system requires that all scores of 3 and 4 be reviewed by the local peer-review committee (the group’s internal peer-review process or committee) for validation and appropriate action.

Validation of Scores

The validation of RADPEER, through the development of some type of process to standardize scoring so that scoring at one facility is comparable with scoring at another, was discussed at length. There are several concerns with a validation process. It is likely that any validation

process would require tracking radiologists’ identities and the possible loss of anonymity and perhaps protection from discovery. If the ACR develops a model whereby an outside “expert” would overread the score of the original RADPEER reviewer, how would it be determined who is expert enough and adequately trained to determine the correct score? In addition, any type of validation process would involve additional cost and resources for both the ACR and the facility. Thus, the RADPEER committee will study the validation issue. It was felt to be out of the scope of the task force at this time.

CONCLUSION

In summary, the task force is proposing a scoring system that will build on the current system, maintaining the current system of numbers for scoring but making the categories clearer. In addition, radiologists would have the option to give their opinions regarding the clinical significance of discrepancies in interpretation, more in keeping with other peer-review methods described in the literature. The task force members all strongly agreed that better explanation of the scoring, with examples, is necessary to help standardize the scoring method among participants. In addition, any future changes should be accompanied by changes to the lexicon. Future groups or task forces that discuss RADPEER language and scoring should be mindful of the impact of any changes on existing statistical data. It is probably wise to expand the existing scoring system rather than change to a completely new system, so as not to lose previous data.

REFERENCES

1. Kohn LT, Corrigan JM, Donaldson MS, editors. To err is human: building a safer health system. Washington, DC: National Academy Press; 2000.
2. Committee on Quality Assurance, Commission on Standards and Accreditation. A guide to continuous quality improvement in medical imaging, Reston, Va: American College of Radiology; 1996.
3. AuntMinnie.com. Integrating peer review into workstation eases productivity concerns. Available at: <http://www.auntminnie.com/index.asp?sec=news&sub=mtf&itemid=956>. Accessed June 20, 2000.
4. Soffa J, Lewis RS, Sunshine JH, Bhargavan M. Disagreement in interpretation: a method for the development of benchmarks for quality assurance in imaging. *J Am Coll Radiol* 2004;1:212-7.
5. Lee KT. Quality—a radiology imperative: interpretation accuracy and pertinence. *J Am Coll Radiol* 2007;4:162-5.
6. Melvin C, Bodley R, Booth A, Meagher T, Record C, Savage P. Managing errors in radiology: a working model. *Clin Radiol* 2004;59:841-5.
7. Pennsylvania Patient Safety Authority. Pennsylvania Patient Safety Reporting System training manual and users guide. Harrisburg, Pa: Pennsylvania Patient Safety Authority; 2004:47.
8. Chang A, Schyve PM, Croteau RJ, O’Leary DS, Loeb JM. The JCAHO patient safety event taxonomy: a standardized terminology and classification schema for near misses and adverse events. *Int J Quality Health Care*. Available at: <http://intqhc.oxfordjournals.org/cgi/reprint/mzi021v1.pdf>. Accessed November 20, 2008.

APPENDIX A

Items That Must Be Included in an Acceptable Alternative Physician Peer-Review Program

- A peer-review process that includes a double reading with 2 physicians interpreting the same study
- A peer-review process that allows for the random selection of studies to be reviewed on a regularly scheduled basis
- Examinations and procedures representative of the work of each physician's specialty
- Reviewer assessment of the agreement of the original report with subsequent review (or with surgical or pathologic findings)
- A classification of peer-review findings with regard to level of quality concerns (eg, a 4-point scoring scale)
- Policies and procedures for action to be taken on significantly discrepant peer-review findings for the purpose of achieving quality outcomes improvement
- Summary statistics and comparisons generated for each physician by modality
- Summary data for each facility or practice by modality

APPENDIX B

Examples of Scoring

Note: Scoring should include both primary findings and incidental findings on the imaging study. Both misses and overcalls can be included.

Score of 1: "Concur with original reading": self-explanatory

Score of 2: "Discrepancy in interpretation/not ordinarily expected to be made (understandable miss)"

A. "Unlikely to be clinically significant"

- Small knee collateral ligament tear (ie, subtle or difficult to appreciate finding)
- Osteopoikilosis that is not clinically significant (ie, esoteric finding)
- 7-mm mesenteric lymph node on abdominal computed tomography (CT)
- Small (5-mm) apical pneumothorax on overpenetrated portable chest radiography after subclavian line placement
- Minimally calcified (<3 cm) abdominal aortic aneurysm on kidney, ureter, and bladder scan
- Old, healed long-bone fracture (ie, apparent on single view)
- Subtle mass (probable benign lymph node) on mammography

B. "Likely to be clinically significant"

- Subtle or early lung cancer seen on chest CT in retrospect (ie, difficult to diagnose prospectively)

- Subtle meningeal enhancement on brain CT or magnetic resonance imaging (MRI)
- Small subdural hematoma around cerebellar tentorium
- Subtle scapholunate separation
- Small minimally radiopaque soft-tissue glass foreign body on hand radiography
- Subtle 1.5-cm pancreatic tail mass
- Early vascular calcifications on screening mammography, recalled for additional imaging (overcall)

Score of 3: "Discrepancy in interpretation/should be made most of the time"

A. "Unlikely to be clinically significant"

- 2-cm bone cyst noted on knee MRI
- Pneumoperitoneum on abdominal film of patient one day after abdominal surgery
- Vertebral body hemangioma on spine MRI
- 3-cm thyroid mass on chest CT
- 5-mm calcified renal calculus without associated hydronephrosis on computed tomographic urography

B. "Likely to be clinically significant"

- Small subdural hematoma on brain CT
- Skin fold interpreted as pneumothorax in newborn with subsequent placement of chest tube
- Asymmetric 2-cm breast mass on chest CT
- 2-cm para-aortic or pelvic lymph node
- Periappendiceal or pericolic fat stranding
- 1.5-cm adrenal mass in patient with lung mass
- Cluster of pleomorphic microcalcifications on mammography
- Pericardial effusion on chest CT
- Short single-segment Crohn's disease on small bowel follow-through examination
- Lateral meniscus tear on knee MRI

Score of 4: "Discrepancy in interpretation/should be made almost every time—misinterpretation of finding"

A. "Unlikely to be clinically significant"

- 4-cm pelvic lymph node in patient beginning chemotherapy for lymphoma
- 2-cm calcified gallstone on CT of a patient with lower left quadrant pain and diverticulitis

B. "Likely to be clinically significant"

- Displaced fracture of base of fifth metatarsal
- 25% slipped capital femoral epiphysis in 12-year-old patient
- Tension pneumothorax
- Large medial meniscus tear on knee MRI
- 3-cm hilar lymph node on chest CT
- 2-cm lung nodule on chest radiography
- "Classic" molar pregnancy on pelvic ultrasound
- Obvious hamartoma on mammography for which biopsy was recommended (overcall)

IVHD Radiology Peer Review Scoring Form

- 1. Concur with interpretation.
- 2. Discrepancy in interpretation/not ordinarily expected to be made (understandable miss)
- 3. Discrepancy in interpretation/should be made most of the time.
- 4. Discrepancy in interpretation/should be made almost every time – misinterpretation of findings.

MR Number	Exam Date	Exam	Score	Read by	over-read 1	over-read 2

Imperial Valley Healthcare District

Title: Procurement of Medications		Policy No. CLN-02947
		Page 1 of 2
Current Author: John P. Teague		Effective: 8/1/1976
Latest Review/Revision Date: 05/13/2025		Manual: Clinical / Pharmacy

Collaborating Departments: P&T Chairs 05/2025		Keywords: Purchasing, Procurement, order, loan borrow		
Approval Route: List all required approval				
P&T Chairs 05/2025	PSQC	Other:		
Clinical Service _____		MSQC 6/2023	MEC 6/2023	BOD 7/2023

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

1.0 Purpose:

- 1.1 To define the method of medication procurement

2.0 Scope: Pharmacy

3.0 Policy:

- 3.1 Drugs, chemicals, and biologicals related to the practice of pharmacy shall be procured from sources of supply authorized by this policy.

4.0 Definitions: Not applicable

5.0 Procedure:

- 5.1 Manufacturers and distributors - Drugs must be manufactured or distributed by firms that comply with good manufacturing practices and that will supply bioavailability and other quality-related data upon request. Quality of the product is the prime reason for selecting a vendor; Service and price are secondary to quality.
- 5.2 Wholesalers and buying groups - When not obtained directly from the manufacturer of distributor, drugs shall be obtained from wholesalers, buying groups, or other legitimate sources.
- 5.3 Other healthcare organization or pharmacies - Limited amounts of drugs, sufficient to meet immediate needs, may be obtained (ie, borrowed or purchased) from other healthcare organizations or pharmacies.
- 5.4 Alcohol (spirits, beverages, and tax free) - Alcoholic spirits and beverages used for medicinal purposes must be obtained from a supplier licensed by this state. Tax-free alcohol for patient treatment or for medicinal, mechanical, or scientific purposes may not be used for beverage purposes, in any food product, or used in preparing beverages or food products.
- 5.5 Records of Transactions – The supplier's invoice or loan receipt is the record of the transaction. If a borrowed drug is returned to the supplier, the record shall be canceled and retained by the pharmacy. Records of controlled and dangerous drug transactions shall be kept as required by law.

6.0 References: Not applicable

7.0 Attachment List: Not applicable

Imperial Valley Healthcare District

Title: Procurement of Medications		Policy No. CLN-02947
		Page 2 of 2
Current Author: John P. Teague		Effective: 8/1/1976
Latest Review/Revision Date: 05/13/2025		Manual: Clinical / Pharmacy

8.0 Summary of Revisions:

8.1 IVHD PMH

Imperial Valley Healthcare District

Title: Scope of Pharmacy Services & Staffing Guidelines		Policy No. CLN-02951
		Page 1 of 3
Current Author: John P. Teague		Effective: 12/1/1995
Latest Review/Revision Date: 05/13/2025		Manual: Clinical / Pharmacy

Collaborating Departments: P&T Chairs 05/2025		Keywords: Pharmacy, Scope, Hours of Operation, hours, staffing	
Approval Route: List all required approval			
P&T Chairs 05/2025	PSQC	Other:	
Clinical Service _____	MSQC 6/2023	MEC 6/2023	BOD 7/2023

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

1.0 Purpose:

- 1.1 To identify the scope of practice for the pharmacy department as it relates to daily operations.

2.0 Scope: Pharmacy Department

3.0 Policy:

- 3.1 The scope of pharmacy services shall relate to the use of drugs and diagnostic testing materials and shall be provided in accordance with laws, rules, regulations, and recognized standards and practice guidelines. Services shall be adequate to meet the needs of patients and the medical staff.

4.0 Definitions: Not applicable

5.0 Procedure:

- 5.1 The scope of pharmacy services includes the following:
 - 5.1.1 Pharmacy Specific Activities
 - 5.1.2 Assuring availability of staff necessary to provide pharmacy services
 - 5.1.3 Selection, procurement, and storage of drugs (including maintaining an adequate drug supply)
 - 5.1.4 Ordering/prescribing drugs
 - 5.1.5 Preparing/dispensing (including labeling) of drugs, chemicals, sterile products, and parenteral solutions
 - 5.1.6 Administration of drugs
 - 5.1.7 Monitoring the effects of drugs on patients (including monitoring for appropriate and safe drug use and therapy)
 - 5.1.8 Monitoring adverse drug reactions
 - 5.1.9 Providing drug information
 - 5.1.10 Participating in orientation and in-service education programs
 - 5.1.11 Meeting the needs of patient types and age groups served by the facility
 - 5.1.12 Supervising all drug storage and preparation areas within the pharmacy and throughout the facility
- 5.2 Pharmacy and Therapeutics Activities
 - 5.2.1 Developing medication-related policies and procedures
 - 5.2.2 Developing and maintaining a formulary system and approving a formulary (list of drugs) acceptable for use in the facility. This includes:

Imperial Valley Healthcare District

Title: Scope of Pharmacy Services & Staffing Guidelines		Policy No. CLN-02951
		Page 2 of 3
Current Author: John P. Teague		Effective: 12/1/1995
Latest Review/Revision Date: 05/13/2025		Manual: Clinical / Pharmacy

5.2.2.1 Defining and reviewing all significant untoward (adverse) drug reactions.

5.2.2.2 Participating in activities relating to the review and evaluation of drug usage

5.3 Pharmacy Hours of Operation

5.3.1 The pharmacy's hours of operation are sufficient to meet the needs of patients and the medical staff. The Pharmacy Department hours of operation are as follows:

Monday – Friday	8:00 AM — 6:30 PM
Saturday – Sunday	8:00 AM — 6:30 PM
Holidays “Premium”	8:00 AM — 5:00 PM

Holiday	Start Time	End Time
New Year's Day	7:00 pm December 31	7:00 pm January 1
Memorial Day	7:00 am Monday	7:00 am Tuesday
Independence Day	7:00 am July 4	7:00 am July 5
Labor Day	7:00 am Monday	7:00 am Tuesday
Thanksgiving Day	7:00 am Thursday	7:00 am Friday
Christmas	7:00 pm December 24	7:00 pm December 25

5.3.2 A qualified registered pharmacist is present during normal business hours and a qualified registered pharmacist is available off-site during off hours to verify orders and answer any medication related questions. A qualified registered pharmacist is on-call after normal business hours if an urgent request requires them to be on-site.

5.3.3 Pharmacists (full-time) are scheduled to work 80 hours per pay period. Part-time and relief pharmacists are scheduled as needed. Pharmacy Technicians (full-time) are scheduled to work 80 hours per pay period. Part-time and relief Pharmacy Technicians are generally assigned to work weekends but also may be scheduled to work during the week as needed.

5.3.4 Pharmacists and Pharmacy Technicians rotate weekends and holidays. The Pharmacy department is staffed with at least two Pharmacists and four Pharmacy Technicians Monday through Sunday of each week. There is one pharmacy technician assigned to prepare IV admixtures daily.

5.3.5 The minimum staffing level required to perform basic distribution functions is one pharmacist and two pharmacy technicians. When this situation occurs one technician will prepare IV and one technician will cover other departments.

5.3.5.1 Staffing levels may need to be regulated according to patient census and acuity, and volume of employee prescriptions.

5.3.5.2 “Seasonal” times of the year may require additional staffing. Additional staffing is also required when inventory is taken twice yearly.

5.4 Pharmacy Areas of Responsibility

5.4.1 Pharmacy (including dispensing, storage, and preparation areas)

5.4.2 Drug storage in patient care areas (e.g., including nursing units and all other

Imperial Valley Healthcare District

Title: Scope of Pharmacy Services & Staffing Guidelines		Policy No. CLN-02951
		Page 3 of 3
Current Author: John P. Teague		Effective: 12/1/1995
Latest Review/Revision Date: 05/13/2025	Manual: Clinical / Pharmacy	

areas where drugs are stored or administered)

5.4.3 Emergency drug supplies

5.4.4 Drug storage refrigerators

5.5 Assessment and Alteration of Scope of Services

5.5.1 The pharmacy periodically assesses its scope of services and, as necessary, alters the scope to meet changing patient –care needs.

6.0 References: Not applicable

7.0 Attachment List: Not applicable

8.0 Summary of Revisions:

8.1 Revised IVHD PMH

8.2 Modified Holidays to note closure 0800-1700 vs closing at 1830 on PMH premium pay holidays

8.3 Added Premium Holidays Observed table

Imperial Valley Healthcare District

Title: Electronic Signature, Attestation and Authorship		Policy No. ADM-00182
		Page 1 of 5
Current Author: Lorena Santana		Effective: 9/23/2014
Latest Review/Revision Date: January 2026		Manual: Administration / Admin Policies

Collaborating Departments: HIM, IS, Compliance	Keywords: e-signature, authentication, record integrity, e-sign, EHR, electronic health record, EMR, electronic medical record, nonrepudiation
--	--

Approval Route: List all required approval

MARCC: X	PSQC	Other:		
Clinical Service _____	MSQC X	MEC X	BOD X	

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

1.0 Purpose:

- 1.1 To establish guidelines for a legal and compliant electronic signature process to improve signature legibility, improve record completion timeliness, validate information accuracy, verify the identification and appropriateness of electronic health record authors, and support nonrepudiation.

2.0 Scope: District wide

3.0 Policy:

- 3.1 It is the policy of Imperial Valley Healthcare District (IVHD) in accordance with the American Health Information Management Association (AHIMA), to accept electronic signatures as defined within this policy for author validation of documentation, and content accuracy and completeness with all the associated ethical, business, and legal implications. This process operates within a secured infrastructure, ensuring integrity of process and minimizing risk of unauthorized activity in the design, use, and access of the electronic health record (6.6).
- 3.2 E-Signature Authentication:
 - 3.2.1 General Principles:
 - 3.2.1.1 IVHD took into account current laws and regulations and accreditation standards during development of organizational policy to ensure compliance at all levels.
 - 3.2.1.2 Verification of content accuracy and completeness of each entry or document is made by the author prior to attestation.
 - 3.2.1.3 An e-signature event captures and displays the author's name, credentials and date and time of application.
 - 3.2.1.4 Once an entry has been e-signed, the system prevents deletion or alteration of the entry and its related e-signature.
 - 3.2.1.5 Policies and procedures are readily accessible by all e-signature users.
 - 3.2.2 Acceptable Timeliness Parameters Related to E-Signature Application:
 - 3.2.2.1 Medication verbal and telephone orders are to be authenticated and signed by the prescribing provider or other responsible provider within 48 hours (*See policy number CLN-02862; Verbal/Telephone Orders*).
 - 3.2.2.2 All inpatient medical records are to be completed, with all applicable signatures, within 14 days from the date of discharge (California Code of Regulations, Title 22, section 70751).

Imperial Valley Healthcare District

Title: Electronic Signature, Attestation and Authorship		Policy No. ADM-00182
		Page 2 of 5
Current Author: Lorena Santana		Effective: 9/23/2014
Latest Review/Revision Date: January 2026		Manual: Administration / Admin Policies

- 3.2.2.3 Additional requirements may also be included in the applicable IVHD policies, by-laws and/or rules and regulations.
- 3.2.3 Acceptable Imported Electronic Documents With An E-Signature Component:
 - 3.2.3.1 Reports from external systems, such as radiology reports and transcribed reports, are available in the electronic health record (EHR).
- 3.2.4 Types of E-Signatures:
 - 3.2.4.1 IVHD, in accordance with AHIMA, recognizes that a properly executed electronic process signifying an approval of an entry or document presented in an electronic format, includes a broad range of technologies and methodologies, ranging from an “Accept”, “Yes”, “Sign/Review” button in a click-through agreement, to an electronic tablet that accepts a handwritten digitized signature, to a digital signature cryptographically tied to a digital ID or certificate.
 - 3.2.4.2 Acceptable and approved e-signature types include biometric, digital signature and digitized signature.
- 3.2.5 Data Elements Required in E-Signature:
 - 3.2.5.1 The policy defines the appearance of the applied e-signature for user and legal identification.
 - 3.2.5.2 The e-signature includes the author’s name, credentials and date and time of application.
 - 3.2.5.3 Phrases approved and acceptable for EHR authentication are to be fitting to the type of documentation referenced. Examples include “Electronically signed by”; “Signed by”; “Authenticated by”; “Corrected by”; “Resulted by”; “Approved by”; “Completed by”; “Verified by”; “Finalized by”; “Validated by”; “Generated by”; “Confirmed by”; and “Result Verification by.”
- 3.3 Special Consideration or E-Signature:
 - 3.3.1 Dual Signatures, Cosignatories, and Countersignatures
 - 3.3.1.1 In the event that multiple signatures are required, such as in the case of a physician assistant, both signatures should be affixed to the documentation
 - 3.3.2 Entries Made on Behalf of Another:
 - 3.3.2.1 In the event that a provider is absent, leaving unsigned electronic documents or entries, a qualified alternate signer can sign entries for the purpose of record closure. When entries must be left unsigned due to lack of alternate signers, documentation should be included in the EHR to indicate the reason for record closure with e-signature validation gaps.
 - 3.3.3 Auto-Attestation:
 - 3.3.3.1 Auto-attestation is the process by which a provider authenticates an entry that he or she cannot review. The practice of auto-attestation is strictly prohibited as a method of authentication in a health record. The method used to apply an e-signature must promote action by the signer to verify the entry or report content, to confirm the information is

Imperial Valley Healthcare District

Title: Electronic Signature, Attestation and Authorship		Policy No. ADM-00182
		Page 3 of 5
Current Author: Lorena Santana		Effective: 9/23/2014
Latest Review/Revision Date: January 2026	Manual: Administration / Admin Policies	

accurate.

3.3.4 Batch Signing:

3.3.4.1 Batch signing of entries or orders may be acceptable if the following standards can be met:

3.3.4.1.1 All entries or orders can be viewed.

3.3.4.1.2 Each entry or order can be acted upon individually, including editing the content.

3.3.4.1.3 The entry or order can be removed from the batch.

3.3.5 Patient and Witness Signatures

3.3.5.1 Documents requiring patient or witness signatures are part of the patient's legal health record. Approaches to legal patient and witness signatures may include e-signatures such as digitized signatures and digital signatures. The same general principles related to e-signature as stated in this policy apply.

3.3.6 Amendments, Corrections, Deletions and Retractions in the EHR:

3.3.6.1 The e-signature event finalizes the document, and any subsequent changes are handled as a new version. All versions of the document and their e-signatures are retained. Any necessary revisions to an electronically signed document must follow organizational policy and procedure regarding modification of the medical record. The same general principles related to e-signature as stated in this policy apply.

3.4 E-Signature Participation, Confidentiality and Security:

3.4.1 Those authorized to affix an e-signature will be limited to those identified by organizational policy, such as treating physicians, ancillary healthcare staff, and clinical residents and students involved in patient care requiring record documentation and/or review and approval of documentation within the EHR.

3.4.2 Under no circumstances may users provide any other person including their office staff, other providers, or family members access to their PIN, code, password or e-signature functionality. Any security breach, such as problems with PINs, codes or passwords must be promptly dealt with and changed if they are suspected or known to have been compromised (*See policy number HIP-00019; Security Awareness and Training (Administrative Safeguard)*).

3.4.3 A code, PIN or password should be used to identify each authorized user. This code, PIN or password should be confidential, known only to the user, and adequately complex by security best practices and organizational policy (*See policy number HIP-00019; Security Awareness and Training (Administrative Safeguard)*).

3.4.4 Planned compliance monitoring will be performed in the form of ongoing or periodic audits to measure participant alignment with policy and procedure expectations and for detection of inappropriate e-signature practices whether from ignorance or negligence (*See policy number DPS-00312; Ongoing Medical Record Review*).

3.4.5 Any individual who makes inappropriate or illegal use of e-signatures or records is subject to policy enforcement and disciplinary sanctions. This includes, but is

Imperial Valley Healthcare District

Title: Electronic Signature, Attestation and Authorship		Policy No. ADM-00182
		Page 4 of 5
Current Author: Lorena Santana		Effective: 9/23/2014
Latest Review/Revision Date: January 2026		Manual: Administration / Admin Policies

not limited to, anyone who discloses his or her code, PIN or password to others, and anyone using a PIN, code or password without authorization.

4.0 Definitions:

- 4.1 Attestation – the act of applying an e-signature to the content, showing authorship and legal responsibility
- 4.2 Authentication – the security process of verifying a user’s identity with the system that authorizes the individual to access the system. Authentication assigns responsibility to the user for entries they create, modify or view.
- 4.3 Authorship – attributing the origination or creation of a particular unit of information to an individual or entity acting at a particular time.
- 4.4 Electronic signature – a generic, technology-neutral term for the various ways that an electronic record can be signed, including a digitized image of a signature, a name typed at the end of an email message by the sender, a biometric identifier, a secret code or PIN, or a digital signature
- 4.5 Biometric – use of biological data, such as fingerprints, to authenticate an individual
- 4.6 Digital signature – a cryptographic signature that authenticates the user, provides nonrepudiation, and ensures message integrity
- 4.7 Digitized signature – an electronic representation of a handwritten signature. The image of a handwritten signature may be created and saved using various methods, such as using a signature pad.
- 4.8 Qualified Alternate Signer – individual who is able to uphold the purpose of attestation and validate the accuracy of the documentation.
- 4.9 Batch Signing – is the process of applying an e-signature to multiple entries at one time.
- 4.10 Preliminary Reports – is documentation that is available for viewing but has not been authenticated or attested.

5.0 Procedure: Not applicable

6.0 References:

- 6.1 Medicare Program Integrity Manual – Chapter 3 Verifying Potential Errors and Taking corrective Actions; Section 3.3.2.4 pg. 41 Signature Requirements–
<https://www.cms.gov/Regulations-and-Guidance/Guidance/Manuals/downloads/pim83c03.pdf>
- 6.2 AHIMA e-HIM Workgroup: Best Practices for Electronic Signature and Attestation. "Electronic Signature, Attestation, and Authorship (Updated)." Journal of AHIMA 80, no.11 (November-December 2009): expanded online edition.
http://library.ahima.org/xpedio/groups/public/documents/ahima/bok1_050522.pdf
- 6.3 State Operations Manual, Appendix A – Survey Protocol, Regulations and Interpretive Guidelines for Hospitals http://www.cms.gov/Regulations-and-Guidance/Guidance/Manuals/downloads/som107ap_a_hospitals.pdf

7.0 Attachment List: Not applicable

Imperial Valley Healthcare District

Title: Electronic Signature, Attestation and Authorship		Policy No. ADM-00182
		Page 5 of 5
Current Author: Lorena Santana		Effective: 9/23/2014
Latest Review/Revision Date: January 2026	Manual: Administration / Admin Policies	

8.0 Summary of Revisions:

- 8.1 Updated header to reflect Imperial Valley Healthcare District
- 8.2 Updated revision date.
- 8.3 Removed 6.2 Reference from AHIMA -Maintaining a Legally Sound Health Record – Paper and Electronic- archived
- 8.4 Removed 3.2.3.2 – Reference to Old EHR – Quadramed QCPR

Imperial Valley Healthcare District

Title: Pharmacy Employee Theft and Impairment Reporting Requirements		Policy No. CLN-02990
Current Author: John P. Teague, Liz Beth Reyes		Page 1 of 2
Latest Review/Revision Date: 05/13/2025		Effective: 1/28/2013
		Manual: Clinical / Pharmacy

Collaborating Departments: Pharmacy; Human Resources; Quality Department; Risk Manager, MDPC RPH, P&T Chairs 05/2025		Keywords: Theft, Impairment, Chemical, Mental, Diversion, Dangerous, Controlled Substance		
Approval Route: List all required approval				
P&T Chairs 05/2025	PSQC	Other: <u>P& T Subcommittee</u>		
Clinical Service		MSQC 6/2023	MEC 6/2023	BOD 7/2023

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

1.0 Purpose:

- 1.1 To define procedures for taking action to protect the public when a licensed individual employed by (or with) the Pharmacy Department is discovered, or known, to be:
 - 1.1.1 Chemically, mentally, or physically impaired to the extent it affects his or her ability to practice the profession or occupation authorized by his or her license.
 - 1.1.2 Engaged in the theft, diversion or self-use of dangerous drugs.

2.0 Scope:

- 2.1 Director of Pharmaceutical Services
- 2.2 Risk Manager
- 2.3 Human Resources Manager
- 2.4 All Pharmacy Staff

3.0 Policy:

- 3.1 Any pharmacy employee who has knowledge of theft, diversion or self-use of dangerous drugs is obligated to report such information to the Director of Pharmacy, pharmacy manager or appropriate hospital manager/administrator.
 - 3.1.1 Information provided will be confidential. All reasonable steps will be taken to protect the confidentiality of the information and the identity of the employee furnishing information.
 - 3.1.2 Failure to report information of theft, diversion or self-use of dangerous drugs will be considered in determining whether or not an employee continues to work in a specific location

4.0 Definitions: Not applicable

5.0 Procedure:

- 5.1 In collaboration with the Human Resources Department, pharmacy management will report to the Board of Pharmacy or individual licensing bureau of the state, within 14 days, of the discovery of theft, diversion or self-use of dangerous drugs by any licensed individual. (See Policy CLN-02975: Controlled Drugs-Reporting Theft or Loss)
 - 5.1.1 Reporting to include:
 - 5.1.1.1 Admission by a licensed individual of chemical, mental or physical

Imperial Valley Healthcare District

Title: Pharmacy Employee Theft and Impairment Reporting Requirements		Policy No. CLN-02990
Current Author: John P. Teague, Liz Beth Reyes		Page 2 of 2
Latest Review/Revision Date: 05/13/2025		Effective: 1/28/2013
		Manual: Clinical / Pharmacy

- 5.1.1.2 impairment affecting his or her ability to practice
- 5.1.1.2 Admission by a licensed individual of theft, diversion, or self-use of dangerous drugs.
- 5.1.1.3 Video or documentary evidence demonstrating chemical, mental or physical impairment of a licensed individual to the extent it affects his or her ability to practice.
- 5.1.1.4 Video or documentary evidence demonstrating theft, diversion or self-use of dangerous drugs by a licensed individual.
- 5.1.1.5 Termination based on chemical, mental or physical impairment of a licensed individual to the extent that it affects his or her ability to practice.
- 5.1.1.6 Termination of a licensed individual based on theft, diversion, or self-use of dangerous drugs.
- 5.1.2 The report shall include sufficient detail to inform the board of the facts upon which the report is based, including an estimate of the type and quantity of all dangerous drugs involved, the timeframe over which the losses are suspected, and the date of the last controlled substances inventory. Upon request of the board, the pharmacy shall prepare and submit an audit involving the dangerous drugs suspected to be missing.
- 5.1.3 Should the discovery of theft, diversion or self-use of dangerous drugs by any licensed individual occur, the individual may be subject to disciplinary action up to and including termination of employment (reference # HRD 00027 Corrective Action policy).

6.0 References:

- 6.1 Code of Federal Regulations, Title 21, Sections 1301.74, 1301.91
- 6.2 Pharmacy Law, with Rules and Regulations, 2014 California Edition, Law Tech Publishing definitions
- 6.3 California Business & Professions Code Chapter 9, Division 2, Article 6, Section 4104
- 6.4 Drug and Alcohol Policy # HRD-00075
- 6.5 Corrective Action Policy # HRD 00027

7.0 Attachment List:

- 7.1 Attachment A: State Board of Pharmacy Communication Template

8.0 Summary of Revisions:

- 8.1 Updated IVHD PMH

(HOSPITAL LETTERHEAD)

(Date)

State Board of Pharmacy
1234 Main Street
City, State, ZIP

This letter is to report the discovery of (select those which apply, delete those that don't):

- Theft of / diversion of / self-use of dangerous drugs / controlled substances (name of the drug)
- Mental, chemical or physical impairment

or termination on **XX-XX-XX** based upon:

- Theft of / diversion of / self-use of dangerous drugs / controlled substances (name of the drug)
- Mental, chemical or physical impairment

of the following individual: **FULL NAME, LICENSE NUMBER**

Our investigation revealed a loss of controlled substances. Please see attached DEA-106 Theft/Loss Report.

If you have any questions, please contact **FULL NAME at PHONE NUMBER.**

Sincerely,

IMPERIAL VALLEY HEALTHCARE DISTRICT

BOARD MEETING DATE: May 2026

SUBJECT: Authorization to approve the Employee Leasing Agreement between Rady Children's Hospital San Diego (RCHSD) and IVHD for audiology staff to provide basic audiology testing locally in our clinics.

BACKGROUND: Currently children of the Imperial Valley who need audiology testing are required to travel to San Diego or other further locations to obtain these services. This testing can be as simple as a fifteen-minute test for two hours or more travelling.

KEY ISSUES: RCHSD secured funding through a grant to support the purchase of audiology equipment to place in the Imperial Valley. The funding supported the purchase of the equipment and there are funds allocated for training.

- Equipment will be the property of RCHSD but housed at one of our clinics
- IVHD staff will be trained by RCHSD staff on how to properly operate the audiology equipment to perform testing at the clinic.
- Testing results will be interpreted by RCHSD audiologists virtually

CONTRACT VALUE: Approximately \$10,000.00

Compensation is based on an hourly rate of no more than \$59.00/hour for the time audiologists spend interpreting results of tests performed at our location. Contract value will depend on volume.

CONTRACT TERM: 1 year

BUDGETED: Yes

BUDGET CLASSIFICATION: Professional Fees

RESPONSIBLE ADMINISTRATOR: Carly Zamora/Christoper R. Bjornberg

DATE SUBMITTED TO LEGAL: 04/2026 **REVIEWED BY LEGAL:** Yes No

FIRST OR SECOND SUBMITTAL: 1st 2nd

RECOMMENDED ACTION: Authorization to approve employee leasing agreement between RCHSD and IVHD

Comp-01, Compliance Officer 8/2018

**EMPLOYEE LEASING AGREEMENT BETWEEN
RADY CHILDREN’S HOSPITAL SAN DIEGO AND
IMPERIAL VALLEY HEALTHCARE DISTRICT**

This Employee Leasing Agreement (the “Agreement”) is made and entered into as of **May 1, 2026** (the “Effective Date”) by and between Rady Children’s Hospital San Diego, a California not-for-profit public benefit corporation (“RCHSD”) and Imperial Valley Healthcare District (“District”) (individually referred to as a “Party” and collectively referred to as the “Parties”).

RECITALS

WHEREAS, District owns and operates a general acute care hospital and outpatient clinics located in Imperial County and surrounding areas and has a need for certain audiology services at its hospital and clinics;

WHEREAS, RCHSD is a pediatric specialty provider system including audiology to lease to the District; and

WHEREAS, District desires to lease qualified practitioners employed by RCHSD to assist in meeting the District’s needs with respect to District providing virtual diagnostic audiology services

AGREEMENT

NOW THEREFORE, in consideration of the above promises and the mutual covenants contained herein, the Parties agree as follows:

1. Leasing of Personnel

1.1. Leased Personnel. RCHSD shall lease to the District the number and category of personnel set forth in Exhibit A attached hereto, as amended from time to time pursuant to Section 7.12, in accordance with the terms and conditions set forth in this Agreement (the “Leased Personnel”). Any Leased Personnel furnished by RCHSD shall be appropriately licensed by the State of California and other governmental authorities to the extent required by law. Such Leased Personnel shall have the levels of competency, experience and skill meeting applicable community standards of similarly situated providers. The number of Leased Personnel may be modified by either party upon sixty (60) days written notice. If the District decreases the number of Leased Personnel, which in turn triggers RCHSD’s obligations under applicable Worker Adjustment and Retraining Notification (“WARN”) laws, the District shall cooperate with RCHSD to ensure that notice and other obligations under WARN are met as to the affected Leased Personnel.

1.1.1. RCHSD shall have the sole right and authority to make all hiring and termination decisions; establish and pay all wages, salaries, benefits and compensation; and establish staffing levels, individual work hours, personnel policies, and employee

benefit programs for all Leased Personnel. Under no circumstances shall District compensate Leased Personnel provided by RCHSD to District, including, but not limited to the provision of bonuses or any other form of remuneration inconsistent with RCHSD's policies.

1.1.2. RCHSD shall be solely responsible for the satisfaction of any and all obligations with respect to the employment of Leased Personnel including, without limitation, (i) payment of all federal and state withholding taxes applicable to employees, (ii) compliance with federal and state wage-hour (including overtime), benefits and unemployment obligations, (iii) provision and maintenance of workers' compensation coverage, (iv) payment of other applicable taxes and contributions to government-mandated employment-related insurance and similar programs, and (v) providing all training, notices, reporting, leaves and accommodations and maintaining all employment records mandated by applicable law.

1.1.3. RCHSD shall not be liable in any manner whatsoever for its failure or inability to provide Leased Personnel in the categories or quantities specified by District by reason of any shortage of qualified Leased Personnel due to labor disputes or otherwise. Furthermore, RCHSD shall be obligated only to use its reasonable efforts to provide said Leased Personnel.

1.1.4. To the extent that an individual occupying one of the positions outlined in Exhibit A is terminated from such position, it is the intent of the Parties that the replacement for such position become an employee of the RCHSD, unless otherwise agreed to by the Parties.

1.2. Rejection of Leased Personnel. District shall have the right to reject as unsuitable any Leased Personnel provided to District hereunder, provided that such rejection is after a reasonable time period of at least two (2) days of Leased Personnel providing Services to District. Such rejection shall be based upon either a reasonable showing that said Leased Personnel are technically unsatisfactory for the job category provided by RCHSD by reason of lack of experience, ability or technical skill, or by reason of personal incompatibility with District's members or patients. Further, District shall have the right to reject said Leased Personnel who are assigned to them for willful neglect of duty and job responsibilities directly related to services performed for District hereunder, serious infraction of rules and regulations related to professional quality control operations of District, or health or safety of other personnel or patients utilizing the medical facility or general technical incompetence or inefficiency.

1.3. Independent Contractors. The Parties are and shall be at all times acting hereunder as independent contractors. Nothing contained herein shall be construed as creating a partnership, joint venture, or employment relationship between the Parties, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this Agreement. Except as expressly provided in this Agreement, neither Party shall have the authority to bind the other except with the other Party's express written consent and then only insofar as such authority is conferred by that express written consent. It is further mutually agreed that RCHSD shall

at all times be acting as an independent contractor in (i) the selection and hiring of Leased Personnel, including the ascertainment that the requisite licensing and proficiency requirements be satisfied, (ii) the supervision of Leased Personnel in order to maintain a high level of proficiency and performance, and (iii) the discharge of unsatisfactory Leased Personnel. Other than as set forth in Section 1.2, District shall neither have nor exercise any control or direction over the methods by which RCHSD selects, supervises, discharges, or allocates such Leased Personnel.

1.4. Timekeeping, Reports, and Records. RCHSD shall, and shall cause, all Leased Personnel providing services hereunder to, complete and submit to RCHSD timely, accurate and complete time records detailing the hours of service provided by such Leased Personnel during the immediately preceding calendar month. Such records shall specify the date(s) of service and record the number of hours spent providing Services on each date. RCHSD shall provide District with a monthly report summarizing the time of each Leased Personnel during the prior month. District shall have the right to inspect any and all underlying time records upon reasonable request.

1.5. Supervision. During the period in which they are leased to District, the Leased Personnel who provide medical or clinical services shall, as applicable, be supervised by appropriately licensed or certified personnel who are employed by or under contract with District.

1.6. Performance Appraisals. RCHSD shall solicit input from District for performance appraisals for Leased Personnel as appropriate.

2. Leased Personnel Services. RCHSD will provide licensed and credentialed audiology professionals to deliver virtual audiology services—including pure-tone audiometry, speech testing, otoscopy, tympanometry, and otoacoustic emissions—working in coordination with IVHD onsite clinical staff (the “Services”).

3. Compensation. Unless the Parties agree to a different invoicing system, RCHSD shall, on a monthly basis on or before the tenth (10th) day of each calendar month, submit a written invoice detailing the services provided by the Leased Personnel during the immediately preceding calendar month. In consideration for the provision of the Leased Personnel and satisfaction of other commitments hereunder, District shall compensate RCHSD in accordance with the Fee Schedule attached hereto as Exhibit B (the “Leasing Fee”). The Leasing Fee shall be payable in arrears, on a monthly basis, on or before the twentieth (20th) day after the last day of the applicable month during the term hereof.

4. Insurance

4.1. District Insurance. District shall maintain, throughout the term of this Agreement and any extensions or renewals thereof, (i) comprehensive general liability insurance, including professional liability insurance and contractual liability insurance, in the amount of at least one million dollars (\$1,000,000) per incident, three million dollars (\$3,000,000) in the aggregate and (ii) directors’ and officers’ liability insurance, which must include employment practice liability, in the amount of at least one million dollars (\$1,000,000)

per incident, three million dollars (\$3,000,000) in the aggregate for acts and omissions by any administrative, clinical, technical or other personnel, whether employees of District or agents of District designated to function in duties as assigned by District, or who are engaged in the performance of District's responsibilities pursuant to this Agreement.

On request, District shall provide RCHSD with a certificate or certificates of insurance evidencing the above-described coverage. District shall provide, not less than thirty (30) days' prior written notice to RCHSD of any termination, expiration, non-renewal, cancellation, reduction, or other change (collectively referred to as "Changes") in the amount or scope of any coverage(s) required under this Section 4.1 if such Changes would cause the Party to fail to comply with this Section.

- 4.2. RCHSD Insurance. RCHSD shall procure and maintain, throughout the term of this Agreement and any extensions or renewals thereof, (i) comprehensive general liability insurance, including professional liability insurance and contractual liability insurance, in the amount of at least one million dollars (\$1,000,000) per incident, three million dollars (\$3,000,000) in the aggregate, by any administrative, clinical, technical or other personnel, whether employees of RCHSD or agents of RCHSD designated to function in duties as assigned by RCHSD, or who are engaged in the performance of RCHSD's responsibilities pursuant to this Agreement, and (ii) workers' compensation coverage, as required by statute, endorsed with a waiver of subrogation in favor of the District, and (iii) Employment Practices Liability Insurance ("EPLI") covering Leased Personnel in the amount of at least two million dollars (\$2,000,000).
- 4.3. On request, RCHSD shall provide District with a certificate or certificates of insurance evidencing the above-described coverage. RCHSD shall provide not less than thirty (30) days' prior written notice to District of any Changes in the amount or scope of any coverage(s) required under this Section 4.3 if such Changes would cause the Party to fail to comply with this Section.

5. Representations and Warranties

- 5.1. Representations and Warranties of District. District represents and warrants to RCHSD that as of the Effective Date and at all times during the term hereof:
- (i) it is duly organized and qualified to do business in the State of California; and
 - (ii) it has and will maintain, and will cause all District personnel supervising Leased Personnel to maintain, all government licenses, approvals, certifications, and permits required under federal and state law in order to perform District's duties under this Agreement.

District shall notify RCHSD immediately in writing in the event of any failure to satisfy the terms and conditions of any of the foregoing representations and warranties.

- 5.2. Representations and Warranties of RCHSD. RCHSD represents and warrants to District that as of the Effective Date and at all times during the term hereof:

- (i) it is duly organized and qualified to do business in the State of California;
- (ii) Leased Personnel shall provide services to District in a commercially reasonable manner and in pursuit of goals mutually agreeable to and periodically reviewed by the Parties hereto.

RCHSD shall notify District immediately in writing in the event of any failure to satisfy the terms and conditions of any of the foregoing representations and warranties.

6. Legal Compliance and Cooperation on Regulatory Matters

- 6.1. Compliance with Laws. In the performance of their respective responsibilities and obligations hereunder, the Parties shall comply with the requirements of laws and with all ordinances, statutes, regulations, directives, orders, or other lawful enactments or pronouncements of any federal, state, municipal, local, or other lawful authority applicable to their respective organizations and activities.
- 6.2. Cooperation on Regulatory Matters. The Parties agree to cooperate with one another in the fulfillment of their respective obligations under this Agreement and to comply with the requirements of law and with all ordinances, statutes, regulations, directives, orders, or other lawful enactments or pronouncements of any federal, state, municipal, local, or other lawful authority applicable to their respective organizations and activities and of any insurance company insuring their respective organizations and activities or insuring the Parties themselves against liability for accident or injury in connection with their respective organizations and activities.

7. Term, Renewal and Termination

- 7.1. Term. The initial term of this Agreement shall commence on the Effective Date and shall end on **June 30, 2027**, unless sooner terminated in accordance with this Section 6 (the "Initial Term"). At the end of the Initial Term and any renewal term thereafter, this Agreement will automatically be renewed for an additional one (1) year terms unless either Party provides written notice to the other of its intention not to renew at least ninety (90) days prior to the then upcoming termination date.
- 7.2. Termination for Cause. Either Party may terminate this Agreement in the event of a material breach or default by the other Party of any duty, obligation, or covenant contained in this Agreement, if such material breach or default is not cured within thirty (30) days after the provision of written notice of such breach or default by the non-breaching Party.

Notwithstanding the foregoing, either Party may terminate this Agreement immediately in the event that the other Party hereto shall (i) apply for or consent to the appointment of a receiver, trustee, liquidator, or similar official for all or a substantial part of its assets; (ii) admit in writing its inability to pay its debts as they come due; (iii) make a general assignment for the benefit of creditors; or (iv) file a petition to answer seeking an order for relief, a reorganization, or an arrangement with creditors or to take advantage of any insolvency law.

- 7.3. Termination without Cause. Either Party may terminate this Agreement without cause upon sixty (60) days written notice to the other Party.
- 7.4. Termination for Changes in Law. If any legislation, regulation, rule or court decision has a material adverse effect on the operation of this Agreement or jeopardizes the licenses, certifications, or other status of either Party or denies expected reimbursement because of any of the provisions of this Agreement, then the Parties shall use good faith efforts to amend this Agreement so as to avoid such adverse consequence. If the Parties, acting in good faith, are unable to make the required amendments within thirty (30) days from the date of notice by either Party to the other of such potential adverse consequence, this Agreement may be terminated upon written notice by either Party.
- 7.5. Survival of Certain Provisions. The rights and obligations of the Parties under Sections 6.2 (Cooperation on Regulatory Matters), 8.2 (Confidentiality), as well as this Section 7.5 shall survive any termination of this Agreement.
- 7.6. Force Majeure. Neither Party shall be deemed to be in default of this Agreement if prevented from performing any obligation under it for any reason beyond its control, including, but not limited to, an act of God; war; civil commotion; fire, flood, or casualty; national, state or local states of emergency or declared disasters; labor difficulties, shortages, or inability to obtain labor, materials, or equipment; or unusually severe weather. In any such case, the Parties agree to negotiate in good faith with the goal of preserving this Agreement and the respective rights and obligations of the Parties to it to the extent reasonably practicable. The Parties agree that financial inability shall not be a matter beyond a Party's reasonable control.
- 7.7. Indemnification. RCHSD shall indemnify, defend and hold harmless District from and against any and all liabilities, losses, claims and expenses of any kind or character (including, without limitation, claims by third parties and claims for reasonable attorneys' fees) arising from RCHSD's negligent, reckless or willful acts or omissions or breach of this Agreement. District shall indemnify, defend and hold harmless RCHSD from and against any and all liabilities, losses, claims and expenses of any kind or character (including, without limitation, claims by third parties and claims for reasonable attorneys' fees) arising from District's negligent, reckless or willful acts or omissions or breach of this Agreement

8. Miscellaneous Provisions

- 8.1. No Third Party Beneficiaries. It is intended and agreed that this Agreement shall not be construed as creating, or be deemed to create, any right or remedy in any third party.
- 8.2. Confidentiality. The terms and conditions of this Agreement generally, and in particular the provisions regarding compensation, are confidential and shall not be disclosed except as necessary to the performance of this Agreement or as required by law.
- 8.3. Entire Agreement. This Agreement, and the Exhibits attached hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and

supersedes any and all prior agreements and understandings or representations, whether written or oral, by the Parties with respect to that subject matter.

- 8.4. Waiver. No waiver of the terms, provisions, conditions, and covenants of this Agreement shall be binding and effective unless the same shall be in writing signed by the Parties. A waiver of any breach of the terms, provisions, conditions, and covenants of this Agreement shall be for that one time only and shall not apply to any subsequent breach.
- 8.5. Governing Law. This Agreement will be governed by and construed in accordance with the internal, substantive laws of the State of California. No provision of this Agreement will be applied or construed in a manner inconsistent with applicable federal and state laws and regulations.
- 8.6. Severability. The invalidity or unenforceability of any term or provision hereof shall in no way affect the validity or enforceability of any other term or provision, unless the effect of such invalidity or unenforceability is to defeat the Parties' mutual intent as expressed in this Agreement or to materially alter the obligations or benefits of any Party hereunder.
- 8.7. Captions and Headings. The captions and headings throughout this Agreement are for convenience and reference only, and shall in no way be held or deemed to define, limit, describe, explain, modify, amplify, or add to the interpretation, construction or meaning of any provision or to the scope or intent of this Agreement or in any other way affect the Agreement.
- 8.8. Notices. Any notice given pursuant to this agreement shall be in writing and shall either be personally delivered or sent by certified mail, return receipt requested, postage prepaid, or by means of another regularly scheduled delivery service customarily utilized for business correspondence that provides equivalent proof of delivery and receipt, fees prepaid, addressed to the appropriate Party as set forth beneath the Parties' respective names and signatures below, or to such other address as a Party shall designate by notice to the other, given in accordance with this Section. Notice shall be deemed to have been given (i) when received if personally delivered, or (ii) on the delivery date indicated on the return receipt.

To RCHSD:

Rady Children's Hospital San Diego
3020 Children's Way, MC 5010
San Diego, California 92123-4282
Attention: Julie K. Purdy

With a copy to:

Rady Children's Health
3020 Children's Way, MC 5020

San Diego, California 92123
Attention: Chief Legal Officer

To Imperial Valley Healthcare District:

[Redacted signature area]

- 8.9. Remedies. The various rights and remedies provided for herein shall be cumulative and in addition to any other rights and remedies the Parties may be entitled to pursue under the law. The exercise of one or more of such rights or remedies will not impair the rights of either Party to exercise any other right or remedy at law or in equity.
- 8.10. Assignment. This Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, provided, however, that this Agreement will not be assignable by either Party without the written consent of the other Party; except to a parent or a wholly-owned subsidiary corporation.
- 8.11. Amendments. This Agreement shall not be modified or amended except by a written document executed by both Parties, and any and all such written amendment(s) shall be attached to this Agreement.
- 8.12. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original but which, together, shall constitute one and the same instrument.
- 8.13. Further Actions. Each of the Parties agrees that it shall hereafter execute and deliver such further instruments and do such further acts and things as may be required or useful to carry out the intent and purpose of this Agreement and as are not inconsistent with the terms of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Employee Leasing Agreement as of the date indicated below.

RADY CHILDREN'S HOSPITAL SAN DIEGO

By: _____ Date: _____

Charles B. Davis, MD

Its: Regional President San Diego County

IMPERIAL VALLEY HEALTHCARE DISTRICT

By: _____ Date: _____

Name:

Its:

EXHIBIT A

List of Leased Personnel

Up to 0.10 FTE RCHSD Audiologists (virtually)

Leased personnel shall virtually connect with District clinical staff to provide the following services: puretone audiometry, speech, otoscopy, tympanometry, and otoacoustic emissions

Each party shall maintain on file at their respective offices the list of leased employees, including names and positions.

EXHIBIT B

Compensation for Leased Personnel

The District shall pay the salary, benefit costs, and other costs of the Leased Personnel for and in direction proportion to their hours worked for the District as follows:

1. Actual salary costs, including but not limited any overtime costs incurred by the RCHSD
2. Benefit costs at a rate of 33% of actual base salary costs.
 - a. Such benefits include employer contributions of the following:
 - 1) FICA
 - 2) Group Health (includes dental, vision, and behavioral health)
 - 3) Group Life
 - 4) Unemployment
 - 5) Pension Plan contributions (including all defined benefit/defined contribution plan contributions)
 - 6) Disability
 - 7) Worker's compensation
3. Administrative overhead of 3.32% of salary and benefit costs for the following services:
 - a. Risk Management (employment – related)
 - b. Occupational safety services
 - c. Human resource services
 - d. Payroll services
 - e. Employee benefit services
4. The actual costs incurred for workforce replacement due to a strike, labor action, or other work stoppage, and any termination expenses associated with reductions in force, which amounts must be disclosed in advance to District.
5. Such payments shall be reconciled on a monthly basis with the actual hours worked by such Leased Personnel.

6. For the Initial Term, District shall pay no more than \$59.00 per hour for Leased Personnel for Services rendered to District.

Imperial Valley HEALTHCARE DISTRICT

BOARD MEETING DATE: May, 2026

SUBJECT: Authorization to approve Emergency Medical Care On-Call for Jason J. Chiu, MD. Inc.

BACKGROUND: This agreement is for On-Call Emergency Medical Care for Orthopedic services for the Imperial Valley Health Care District

KEY ISSUES: Physician will be compensated at a base compensation of (\$3,500) for each twenty-four hour on-call period covered during each month. Physician shall be compensated a pro-rated amount for coverage provided that is less than twenty-four hours. Incentive Bonus each quarter per twenty-four-hour call provided at (\$200.00).

CONTRACT VALUE: approximately \$300,000 value varies depending on Call Coverage and needs.

CONTRACT TERM: 2 years.

BUDGETED: yes

BUDGET CLASSIFICATION: On-Call

RESPONSIBLE ADMINISTRATOR: Christopher R. Bjornberg/Carly Zamora

DATE SUBMITTED TO LEGAL: 4/2026 **REVIEWED BY LEGAL:** Yes No

FIRST OR SECOND SUBMITTAL: 1st 2nd

RECOMMENDED ACTION: Authorization to approve Emergency Medical Care On-Call for Jason J. Chiu, MD. Inc.

**EMERGENCY MEDICAL CARE
ON-CALL COVERAGE AGREEMENT
(ORTHOPEDIC SURGERY)**

This Agreement (“**Agreement**”) shall be effective as of _____ (“**Effective Date**”) and is entered into by and between Imperial Valley Healthcare District dba. Pioneers Memorial Hospital, a local health care district formed under California Health & Safety Code §§ 32000 *et. seq.*, (“**Hospital**”) and **JASON J. CHIU, M.D, INC.** (“**Physician**”). Hospital and Physician are sometimes referred to individually as a “**Party**” and collectively as “**Parties**”.

RECITALS

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

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

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

D. Physician, having the requisite skills and background to provide the services sought herein, desires to enter into this Agreement with Hospital.

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

AGREEMENT

1 Duties and Obligations of Physician.

1.1 Adequate Coverage. Hospital hereby contracts with Physician to provide on-call emergency medical coverage in the Hospital as required by EMTALA and as set forth in the attached Exhibit “A” (“**Coverage Services**”). Physician shall provide a monthly schedule of his availability for on-call emergency coverage in the Hospital to the Emergency Room Director and the Hospital’s Medical Staff Director at least 30 days prior to the commencement of the month

for which the schedule applies.

1.2 Patient Billing. Hospital shall bear exclusive responsibility for billing and collection for Physician's professional services rendered, and Physician shall not be entitled to any billing and collection activities for services rendered under this Agreement. The physician shall promptly complete and finalize for Hospital all of the medical record and report documentation required to accurately record services rendered in the Hospital's electronic medical record (EMR) system or on the forms provided by the Hospital. Physician shall provide Hospital with all information reasonably requested by Hospital to enable Hospital to (i) properly bill for the Professional Services provided by Physician to patients. It is understood and agreed that the Hospital shall handle at its expense all the administrative work of this billing.

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

1.4 Malpractice Insurance. For the term of this agreement, hospital shall provide and maintain medical malpractice insurance on behalf of the Physician in a minimum amount of one million (1,000,000.00) per occurrence and three million (3,000,000.00) aggregate.

1.5 Reporting Requirements. Physician shall provide to the Emergency Room Director and Hospital Administration the current numbers for his office, residence and cellular telephones and to his mobile pager. Physician further agrees that he will respond to the Emergency Room no later than thirty (30) minutes after he has been contacted and asked to respond.

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

2 Duties of Hospital.

2.1 Compensation. Hospital shall pay Physician three thousand, five hundred dollars (\$3,500.00) for each twenty-four (24) hour on-call period covered during each month. Physician shall be compensated a pro-rated amount for coverage provided that is less than 24-hours.

2.2 Incentive Bonus. Hospital shall pay Physician an incentive bonus each quarter equal to two hundred dollars (\$200.00) per twenty-four (24) hour call period provided. Such

payment shall be made within thirty (30) days after the end of each quarter.

2.3 Mileage. Hospital shall reimburse mileage to Physician for at standard IRS rate for qualified business-related purposes. Physician must submit a mileage reimbursement request that includes the following information for each trip: (1) Date of Trip; (2) Purpose of trip; (3) Origin; (4) Destination; and (5) Miles travelled.

2.4 Housing. Hospital shall provide local housing or other accommodation to Physician for any weekend that Physician provides call coverage.

2.5 Medical Staff Application Fees. Hospital shall waive the initial application fees, reappointment to be paid by the physician.

2.6 Payment. Compensation will be paid within thirty (30) days of receipt of a legible, complete and properly submitted Time Log.

3 Term and Termination.

3.1 Term of Agreement. The term of this Agreement is twenty-four (24) months, and shall commence on the Effective Date.

3.2 Termination.

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

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

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

3.2.4 No Cause Termination. It is also understood and agreed that either Party may terminate this agreement upon thirty (30) days' written notice to the other without cause, however, the Parties understand and agree if this agreement is terminated without cause prior

to the expiration of its term, the Parties may not enter into an agreement for the same or similar services until after the term of this Agreement has expired.

4 General Terms and Conditions.

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

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

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

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

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

4.6 Compliance with Non-Discrimination Laws.

4.6.1 Non-Discrimination. During the performance of this Agreement, Physician and his subcontractors shall not unlawfully discriminate harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Physician and his subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Physician and his subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Cal. Govt. Code Sections 11135 through 11139.5) and the regulations or standards (if any) adopted by the California Department of Corrections to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990(a-f), set forth in California Code of Regulations, Title 2, Chapter 5, Division 4 are incorporated into this contract by reference as if duly set forth herein. Physician and his subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Physician shall include the nondiscrimination and compliance provisions of this Agreement in all subcontracts to perform work under this Agreement.

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

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

Physician:

Jason J. Chiu M.D., Inc.

Hospital:

Chief Executive Office
Imperial Valley HealthCare District
207 West Legion Road
Brawley, CA. 92227

4.8 Entire Agreement. This Agreement embodies the entire agreement between the Parties with respect to this subject matter. This agreement supersedes all other previous agreements and understandings, written or oral, between the Parties with respect to this subject matter. No other agreements between the Parties as to this subject matter other than those set forth in this Agreement shall be considered valid.

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

4.10 Confidentiality of Records. Physician and Hospital agree to keep confidential and take all reasonable precautions to prevent the disclosure of records required to be prepared and/or maintained pursuant to this Agreement, unless such disclosure is authorized by patient or by law; provided, however, that to the extent required by section 13095x(v)(1)(I) of Title II of the United States Code and any amendment thereto, revision or subsequent legislative enactment pertaining to the subject matter of said section, the Parties agree to retain such records, and make them available for the appropriate governmental agencies, for a period of seven (7) years after the expiration of the termination of this agreement. Physician will comply with all confidentiality laws and requirements, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and California Civil Code Section 56.10 et. seq. as applicable.

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

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

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

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

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

4.16 No Payments after Termination. After termination of this contract, Physician understands that there will be no further payments made for services which are the subject of this agreement until Physician has executed a new agreement.

[Signature Page Follows.]

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

HOSPITAL

By _____
Christopher R. Bjornberg
Chief Executive Officer
Imperial Valley Healthcare District

Date _____

PHYSICIAN

By _____
Jason J. Chiu, M.D., Inc.

Date _____

EXHIBIT A COVERED SERVICES

Pursuant to Section 1.1, the following is a non-exclusive list of Covered Services that Physician shall provide under this Agreement, including but not limited to:

- Provide on-call professional medical and surgical services in the specialty of orthopedic surgery to the Hospital's Emergency Department.
- Accept the EMTALA transfer of patients to the Hospital.
- Provide inpatient consultants for Hospital patients at the request of Hospital or a physician on Hospital's medical staff.
- Be available to Hospital's Emergency Department in accordance with the on-call schedule prepared by Hospital.
- Comply with the bylaws, rules, regulations, procedures, and policies of Hospital, and its medical staff, including those related to timely completion of medical records.
- Manage patients up to the time of transfer.
- Only transfer patients only upon the acceptance by receiving hospital and treating physician.
- Be accessible to Hospital by telephone and respond by phone or in-person to the Emergency Department within 30 minutes of receiving an initial contact.
- Physician shall respond promptly on-site and in-person in the event of a request by the emergency department physician to provide assistance in EMTALA medical screening, diagnosis, and treatment of patients. The Hospital Emergency Department physician and Physician shall determine the reasonable period appropriate for the severity of injury and care needed, but generally no later than 3 hours after initial contact.
- Physician shall not be on-call simultaneously at other hospitals when providing Coverage Services under this Agreement.

EXHIBIT B

Imperial Valley Healthcare District
207 West Legion Road
Brawley, California 92227
PHYSICIAN - TIME AND ACTIVITY LOG

Physician's Name: _____

Hospital Department: _____

Month: _____

Date	Services Performed	Time

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

Physician's Signature: _____

Date: _____

Imperial Valley Healthcare District

BOARD MEETING DATE: May, 2026

SUBJECT: Authorization to approve Professional Service Agreement for Dr. Koorosh Kooros, M.D.

BACKGROUND: This agreement is for Pediatric Gastroenterology Services for Imperial Valley Healthcare District.

KEY ISSUES: Physician shall provide a minimum of (8 hours) per day, one day per month of Pediatric Gastroenterology services in the clinics. Physician shall be compensated as follows:

- Compensation (\$1,800) for each full day of coverage or (\$900) for each half-day of coverage.

CONTRACT VALUE: approximately \$25,000 annual value varies depending on demand.

CONTRACT TERM: 3 years.

BUDGETED: No

BUDGET CLASSIFICATION: PSA

RESPONSIBLE ADMINISTRATOR: Carly Zamora/Christopher Bjornberg

DATE SUBMITTED TO LEGAL: 4/2026 **REVIEWED BY LEGAL:** Yes No

FIRST OR SECOND SUBMITTAL: 1st 2nd

RECOMMENDED ACTION: Authorization to approve Professional Service Agreement for Dr. Koorosh Kooros, M.D.



**PROFESSIONAL SERVICES AGREEMENT
(Pediatric Gastroenterology)**

THIS PROFESSIONAL SERVICES AGREEMENT (“**Agreement**”) is entered into and executed as of _____ (“**Effective Date**”), by and between Imperial Valley Healthcare District dba. Pioneers Memorial Hospital, a Local Healthcare District, organized and existing in the State of California pursuant to the California Health and Safety Code, §§32000 *et seq.* (“**Hospital**”), and Koorosh Kooros, M.D., a physician licensed to provide medical services in the State of California (“**Practitioner**”). Practitioner and Hospital are sometimes individually referred to hereafter as a “Party,” and collectively as “Parties.”

This Professional Services Agreement is entered into with respect to the following facts:

RECITALS

A. Hospital owns and operates a general acute care hospital located in Brawley, California and rural health clinics (“**Clinics**”), in Calexico, California and Brawley, California, and by the effective date, may also own and operate a second general acute hospital located in El Centro, California;

B. Practitioner is duly licensed and qualified to practice medicine under the laws of the State of California and is experienced and qualified to provide Pediatric Gastroenterology services to Hospital’s patients (“**Specialty**”);

C. Hospital has determined that entering into an agreement with the Practitioner is an appropriate way to assure the availability of such Specialty services for its patients and to maintain a high quality of patient care. The Parties furthermore acknowledge that many of the patients of the Hospital and Clinics will be referred there by outside physicians who are not affiliated with Hospital or Practitioner

D. The Parties desire to enter into this Agreement to set forth their respective responsibilities in connection with Hospital’s and Practitioner’s provision of Services for treating patients during the term of this Agreement.

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT

1. DUTIES OF PRACTITIONER

a. Professional Medical Services. Practitioner shall provide all professional

medical services ("**Professional Services**") as set forth in *Exhibit A*, as reasonably required for coverage and patient care. Practitioner shall provide the Professional Services during regular hours of operation, as mutually agreed upon by the parties, and as more specifically set forth in *Exhibit B* ("**Practitioner Coverage**").

b. Qualifications of Practitioner. Practitioner shall be: (a) duly licensed by the State of California; (b) have levels of competence, experience and skill comparable to those prevailing in the community; (c) not be excluded from any governmental healthcare program; (d) is a member in good standing of the Medical Staff of Hospital and (e), within one (1) year following commencement of provision of services in the Agreement, become board certified in the Specialty if Practitioner is not already board-certified.

c. Applicable Standards. Practitioner shall perform all Specialty services under this Agreement in compliance with all applicable standards set forth by law or ordinance or established by the rules and regulations of any federal, state or local agency, department, commission, association or other pertinent governing, accrediting or advisory body, including compliance with the requirements of Det Norske Veritas ("**DNV**"), having authority to set standards for health care facilities, and in accordance with all Hospital and Medical Staff bylaws, rules, regulations, policies and procedures.

d. Records and Documentation. For each patient receiving Services, Practitioner shall promptly complete and finalize for Hospital all of the medical record and report documentation required to accurately record the visit in the Hospital's electronic medical record ("**EMR**") system or on the forms provided by the Hospital. Subject to applicable restrictions on disclosure, Practitioner shall have reasonable access, including the right to make copies, during business hours of all such medical records and reports as they may need from time to time for patient care or responding to any legal, judicial or third party administrative/investigative inquiries.

e. Use of Premises. Practitioner shall not use or knowingly permit any other person who is under Practitioner's direction to use, any part of the Hospital's premises for (i) the private practice of medicine; or (ii) any purpose other than the performance of the services required hereunder.

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

shall include the nondiscrimination and compliance provisions of this Agreement in all subcontracts to perform work under this Agreement.

2. REPRESENTATIONS AND WARRANTIES OF PRACTITIONER.

Practitioner hereby warrants and represents as follows:

a. **Review of Compliance Requirements.** Practitioner acknowledges that Hospital has a commitment to full compliance with all laws, regulations and guidance relating to its participation in the federal and state healthcare programs, and as a result has implemented a compliance program including, without limitation, mandatory requirements related to ongoing compliance training and education programs for its workforce, medical staff and persons/entities that conduct healthcare business with the Hospital. As a condition to this Agreement, Practitioner shall provide written acknowledgement that Practitioner and Practitioner's employees, subcontractors and/or agents have received (or been provided with electronic or other access to), read and understood and will comply with Hospital's compliance program materials and Code of Conduct of Medical Staff and further agrees to comply with all pertinent provisions.

b. **Practitioner Is Not Restricted.** Practitioner is not bound by any agreement or arrangement which would preclude Practitioner from entering, or from fully performing the services required under, this Agreement.

c. **Practitioner is Qualified.** Practitioner's license to practice medicine in the State of California, or in any other jurisdiction has not ever been denied, suspended, revoked, terminated, voluntarily relinquished under threat of disciplinary action, or restricted in any way. Additionally, Practitioner's medical staff privileges at any health care facility have not ever been denied, suspended, revoked, terminated, voluntarily relinquished under threat of disciplinary action, or made subject to terms of probation or any other restriction.

d. **Prohibition from Program Participation.** Practitioner, including any of Practitioner's employees, has not been (a) excluded, suspended or debarred from, or otherwise ineligible for, participation in any federal or state health care program including, without limitation, Medicare or Medi-Cal (Medicaid), nor (b) convicted of a criminal offense related to conduct that would or could trigger an exclusion from any federal or state health care program including, without limitation, Medicare or Medi-Cal (Medicaid).

e. **Notification of Threatened Exclusion From Program Participation.** Practitioner shall notify Hospital immediately in writing if Practitioner becomes the subject of (a) any threatened, proposed or actual exclusion, suspension or debarment, (b) any conviction of a criminal offense related to conduct that would or could trigger an exclusion, of it or any of its agents or employees from any federal or state health care program, (c) any investigatory, disciplinary, or other proceeding by any governmental, professional, licensing board, medical staff, or peer review body, or (d) any event that substantially interrupts all or a portion of Practitioner's professional practice or that materially adversely affects Practitioner's ability to perform Practitioner's obligations hereunder.

f. **Non-Solicitation of Hospital Employees.** During the term of this Agreement, Practitioner shall not solicit the services of, or employ or procure on behalf of another

the employment of, any individual currently employed by Hospital or under a service contract with Hospital; nor shall Practitioner engage in any other activity which would be in conflict with Practitioner's obligations hereunder.

g. Third-party Payment, Managed Care Programs, and Charity Care. Physician shall participate in all third-party payment or managed care programs in which Hospital participates, render services to patients covered by such programs, and accept the payment amounts for services rendered by Physician under these programs as payment in full for services of the Physician to Clinic patients. Hospital will provide to Physician timely notification of new contract negotiations. Hospital will also pay, or provide, for the Physician's credentialing with third-party payment or managed care programs. Physician shall participate in Hospital's Financial Assistance Program including Full Charity Care and Discount Partial Charity Care. Hospital will provide Physician with a copy of its Financial Assistance Program and any amendments thereto.

3. COMPENSATION FOR PRACTITIONER

a. Compensation. Hospital shall pay Practitioner according to the compensation schedule set forth in *Exhibit C* ("**Compensation**"). Hospital shall pay the compensation owed on or before the fifteenth (15th) day of each calendar month, for services provided by Practitioner during the immediately preceding calendar month; provided that Practitioner has delivered a visit record to Hospital in the form attached hereto as *Exhibit D* ("**Time Log**") on or before the fifth (5th) day of each calendar month for the immediately preceding calendar month.

b. Taxation of Income. The Parties understand that the Hospital will bill, collect and retain the proceeds from all charges for medical services, and may use the Practitioner's Billing Provider number for such purposes. The parties anticipate that in some cases those who pay for the medical services rendered by Practitioner performing in a directorship capacity will issue to Practitioner an IRC Form 1099 annually for the monies paid for such services. After the end of each calendar year, the Hospital will issue to Practitioner an IRC Form W-2 or similar form to report the appropriate income earned by him. Accordingly, it is anticipated, and Practitioner agrees, that Practitioner will deduct from Practitioner's income tax return all contract payments reported to him that are received by the Hospital and report on Practitioner's income tax return all compensation earned by Practitioner hereunder.

c. Compliance with Health & Safety Code. Any compensation received by Practitioner pursuant to this agreement shall be in compliance with the provisions of California Health and Safety Code Section 32129. Hospital has the obligation and right to adjust compensation to be in compliance with any and all laws and regulations.

4. DUTIES AND OBLIGATIONS OF THE HOSPITAL

a. Duties. Hospital agrees to furnish, at its own cost and expense, for adequate provision of professional services pursuant to this Agreement, the following:

i. Space. Space as reasonably necessary to provide service to patients.

ii. Equipment. Equipment as may be reasonably required as mutually agreed by the Hospital and Practitioner, subject to any applicable Hospital budget limitations. Practitioner acknowledges that existing equipment is adequate for Practitioner's purposes.

iii. Services and Supplies. Maintenance, repair and replacement of equipment as reasonably required; all utilities, including telephone, power, light, gas and water; all supplies (including, without limitation, film, laundry services and linen); transcription services, and any necessary housekeeping and in-house messenger service that may be reasonably required to provide services.

iv. Non-Physician Personnel. Hospital personnel with appropriate education, training and experience which are required to adequately assist Practitioner in performance of the services contemplated herein, as determined according to Hospital's discretion. Hospital shall have the sole right and responsibility for the hiring, discipline and termination of such Hospital employees.

b. Eligibility. At all times during the term of this Agreement, Hospital shall remain eligible to participate in the Medicare, Medi-Cal, and TriCare/CHAMPUS programs.

5. BILLING FOR MEDICAL SERVICES

a. Billing Records Availability. Each Party, shall, on a monthly basis, make available to the other Party, records and data accurately reflecting (a) total billed services in connection with the Services; (b) payments received from all sources for medical services provided by the Practitioner, and (c) all expenses paid by Hospital or Practitioner in connection with the operation of the Services or the services rendered therein.

b. Accurate Medical Records and Charts. Practitioner shall promptly prepare and submit complete and accurate medical records, medical chart notes, and related back-up documentation, and respond and provide such assistance and information as Hospital may reasonably request to facilitate billing and collection of charges for patient services, including, but not limited to, assigning appropriate procedure and diagnosis codes for billing purposes, and dictating or completing appropriate descriptions and notations to be made on the patient chart to support the appropriate billing code, in accordance with the requirements of the Centers for Medicare and Medicaid Services. Practitioner shall be responsible (and Hospital shall not be responsible except with respect to joint and several liability required by law) for errors or liabilities, if any, which may arise from Practitioner's fraudulent designation of inappropriate billing, procedure or diagnosis codes or for the negligent failure of Practitioner to prepare medical chart notes or dictation which corresponds to the services rendered.

c. Charges for Medical Services. Hospital shall be responsible for, and solely entitled to, (to, (a) billing, collection and retention of all charges for all medical services (ancillary and professional); and (b) Practitioner hereby reassigns Practitioner's respective rights to bill such Professional Services to Hospital.

d. Schedule of Charges. On an annual basis, Hospital may provide to

Practitioner the schedule of charges for the professional component of the medical services provided for Practitioner's review and input. Practitioner may request changes to the schedule of charges as circumstances may warrant. Hospital, in its sole and absolute discretion, shall decide upon changes to the schedule of charges.

e. **Forwarding Billing to Hospital.** Practitioner shall provide Hospital, on a daily basis, with all information reasonably requested by Hospital to enable Hospital to properly bill for the Professional Services provided by Practitioner to patients. It is understood and agreed that Hospital shall handle at its expense all the administrative work of this billing. All Professional Services shall be billed in Practitioner's or Medical Group's name with all payments forwarded by payors (including, without limitation, Medicare and Medi-Cal) to a "lockbox" account in Practitioner's or Medical Group's name ("**Account**") established at Wells Fargo bank in Brawley, California ("**Bank**"). Upon establishment of the Account, Practitioner shall direct the Bank, in writing, that during the term of this Agreement, on the last day of each calendar month the Bank shall transfer all funds in the Account on each such day to an account in Hospital's name as designated by Hospital in writing to the Bank.

f. **Billing Third-Party Payors.** Practitioner shall not bill, nor cause to be billed, Medicare patients or Medicare (Part B) carriers in violation of 42 C.F.R. §405.550(d)(3), nor any other patients or payors, for administrative, supervisory, medical director or similar services.

g. **Rates for Service.** In the event that Practitioner is responsible for establishing rates charged to patients for any Professional Services rendered pursuant to this Agreement, Practitioner must ensure that such rates are reasonable and customary. In the event that Hospital determines Practitioner's rates are unreasonable, Hospital reserves the right to approve modify rates charged by Practitioner for Services.

6. TERM AND TERMINATION

a. **Term.** The term of this Agreement shall be three (3) years commencing on the Effective Date, unless terminated earlier as provided herein.

b. **Termination Without Cause.** Either party shall have the right to terminate this Agreement after the first twelve (12) months of this Agreement. After the first twelve (12) months, either Party may terminate this Agreement without penalty or cause by providing ninety (90) days written notice to the other party.

c. **Termination for Cause.** Either Party may terminate this Agreement upon breach by the other Party of any material provision of this Agreement, provided such breach continues for fifteen (15) days after receipt by the breaching Party of written notice of such breach from the non-breaching Party, except where such breach requires immediate termination as enumerated below.

d. **Immediate Termination.** This Agreement may be terminated immediately and without notice for serious and incurable events, including, but not limited to:

i. Breach. Hospital or Practitioner is in breach of any material term or condition of this Agreement and such breach has not been cured within thirty (30) days following notice of such breach;

ii. Sale or Transfer. Hospital or Practitioner has sold or otherwise transferred all or substantially all of its assets, has merged with another entity or has dissolved;

iii. Insolvency or Bankruptcy. Hospital or Practitioner becomes insolvent or declares bankruptcy;

iv. Adverse Action against Practitioner's License . Denial, suspension, revocation, termination, restriction, lapse, or voluntary relinquishment under threat of disciplinary action, of Practitioner's medical staff membership or privileges at Hospital or any other healthcare facility, or of Practitioner's license to practice medicine in the State of California or any other jurisdiction;

v. (a) exclusion, suspension, debarment from, or ineligibility for, participation in any federal or state health care program, or (b) conviction of a criminal offense related to conduct that would or could trigger an exclusion from any federal or state health care program, by Practitioner;

vi. Cancellation of Insurance. Either Party fails to carry or reinstate the insurance required in Section 7 hereof or such coverage is cancelled or revoked within ten (10) days following notice thereof from its insurance carrier;

vii. Conduct Jeopardizing Licensure or Other Reimbursements. The performance by either Party of this Agreement which jeopardizes the licensure of Hospital, Hospital's participation in Medicare, Medi-Cal or other reimbursement or payment program, or Hospital's full accreditation by The Joint Commission or any other state or nationally recognized accreditation organization, or the tax-exempt status of Hospital's bonds, or if for any other reason such performance violates any statute, ordinance, or is otherwise deemed illegal, or is deemed unethical by any recognized body, agency, or association in the medical or hospital fields, and the jeopardy or violation has not been or cannot be cured within sixty (60) days from the date notice of such jeopardy or violation has been received by the parties.

viii. Misrepresentations. Any Party's representation or warranty that is false or was false at the time it was originally made, or any Party becomes the subject of any threatened, proposed or actual exclusion, suspension or debarment from, or is otherwise ineligible for participation in, any federal or state health care program including without limitation, Medicare or Medi-Cal, or is the subject of any threatened, proposed or actual criminal prosecution for, or is convicted of, any criminal offense related to conduct that would or could trigger an exclusion from any federal or state health care program.

e. **One Year Prohibition on New Agreement.** If this Agreement is terminated prior to expiration of the initial year of the term hereof, the Parties shall not enter into any new agreement or arrangement during the remainder of such year.

7. INDEPENDENT CONTRACTOR. Practitioner is engaged in an independent contractor relationship with the Hospital in performing all work, duties and obligations hereunder. Hospital shall not have nor exercise any control or direction over the methods by which Practitioner performs work and functions, except that Practitioner shall perform at all times in strict accordance with then currently approved methods and practices of the professional Specialty services. Hospital's sole interest is to ensure that Practitioner performs and renders services in a competent, efficient and satisfactory manner in accordance with high medical standards. The Parties expressly agree that no work, act, commission or omission of Practitioner in connection with the terms and conditions of this Agreement shall be construed to make or render Practitioner, the agent, employee or servant of Hospital. Practitioner shall not be entitled to receive from Hospital vacation pay, sick leave, retirement benefits, Social Security, workers' compensation, disability or unemployment insurance benefits or any other employee benefit of any kind. The provisions of this Section shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

8. PROFESSIONAL LIABILITY INSURANCE COVERAGE. Practitioner shall secure and maintain at all times during the term, at Practitioner's sole expense, professional liability insurance covering Practitioner, with an admitted carrier (licensed to do business in the State of California) having at least an "A" BEST rating, with limits of one million (\$1,000,000) per claim/and three million (\$3,000,000) for annual aggregate claims. Such insurance shall not be cancelable except upon thirty (30) days' prior written notice to Hospital and shall be primary and non-contributory. Annually, Practitioner shall provide Hospital with a certificate of insurance evidencing such coverages and coverage extensions upon request by the Hospital. If the coverage is on a claims-made basis, Practitioner hereby agrees that not less than thirty (30) days prior to the effective date of termination of Practitioner's current insurance coverage or termination of this Agreement, Practitioner shall either purchase unlimited tail coverage or provide proof of continuous coverage in the above stated amounts for all claims arising out of incidents occurring prior to termination of Practitioner's current coverage or prior to termination of this Agreement, as applicable, and provide Hospital a certificate of insurance evidencing such coverage. Practitioner shall provide to Hospital a certificate of insurance upon Hospital's reasonable request.

9. OWNERSHIP OF FILMS AND RECORDS. Unless agreed upon in writing, all records of patients seen at any Hospital facilities shall be maintained by Hospital and shall be the property of the Hospital. Practitioner shall have the right to access such films and records during normal business hours.

10. NOTICES. Any notice to be given to any party hereunder shall be deposited in the United States Mail, duly registered or certified, with return receipt requested, with postage thereon paid, and addressed to the party for which intended, at the following addresses, or to such other address or addresses as the parties may hereafter designate in writing to each other.

Hospital:

Chief Executive Officer
Imperial Valley Healthcare District
West 207 Legion Road
Brawley, CA 92227

Practitioner:

Koorosh Kooros, M.D.

11. CONFIDENTIALITY

a. **Confidential Information Belongs to its Respective Owner.** Each Party recognizes and acknowledges that, by virtue of entering into this Agreement and providing services to the other hereunder, Practitioner and Hospital may have access to certain information of the other Party that is confidential and constitutes valuable, special and unique property. Each Party agrees that it will not at any time, either during or subsequent to the term of this Agreement, disclose to others, use, copy or permit to be copied, without the other Party's express prior written consent, except pursuant to Practitioner's duties hereunder, any confidential or proprietary information of either Party, including, but not limited to, information which concerns Hospital's patients, costs, or treatment methods developed by Hospital for the Hospital, and which is not otherwise available to the public.

b. **This Agreement is Confidential.** Except for disclosure to Practitioner's legal counsel, accountant or financial advisors (none of whom shall be associated or affiliated in any way with Hospital or any of its affiliates), Practitioner shall not disclose the terms of this Agreement to any person who is not a party or signatory to this Agreement, unless disclosure thereof is required by law or otherwise authorized by this Agreement or consented to by Hospital. Unauthorized disclosure of the terms of this Agreement shall be a material breach of this Agreement. Except for disclosure to Hospital's legal counsel, accountant or financial advisors, its Board of Directors and/or any committee concerned with this Agreement, Hospital and its officers, directors, employees, and agents shall not disclose the terms of this Agreement to any person who is not a party or signatory to this Agreement, unless disclosure thereof is required by law or otherwise authorized by this Agreement or consented to by Practitioner. Unauthorized disclosure of the terms of this Agreement shall be a material breach of this Agreement. Upon the termination or expiration of this Agreement, Hospital all records of the patients seen or treated by Practitioner shall be the property of Hospital. However, upon Hospital's receipt of appropriately executed written request of any such patient therefor, Hospital will provide copies of the requesting patient's records to Practitioner, in paper or electronic form and the delivery of such records shall be in compliance with federal and state law.

c. **Medical Records Are Confidential.** Neither Party shall disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by the other Party in writing, any patient or medical record information regarding Hospital patients, and the Parties shall comply with all federal and state laws and regulations, and all bylaws, rules, regulations, and policies of Hospital, and Hospital's Medical Staff, regarding the confidentiality of such information. Practitioner acknowledges that in receiving or otherwise dealing with any records or information from Hospital about Hospital's patients receiving treatment for alcohol or drug abuse, Practitioner is fully bound by the provisions of the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records (42 C.F.R. Part 2, as amended from time to time).

d. **HIPAA Compliance is Required.** Each Party agrees to comply with the applicable provisions of the Administrative Simplification provisions of the Health Insurance

Portability and Accountability Act of 1996 (“HIPAA”), and the requirements of any regulations promulgated thereunder including without limitation the federal privacy regulations (the “Federal Privacy Regulations”) and the federal security standards (the “Federal Security Regulations”).

12. AGREEMENT INTERPRETATION AND DISPUTE RESOLUTION

a. **Entire Agreement; Amendment.** This Agreement, its exhibits, and all documents referred to herein constitute the entire agreement between the parties pertaining to the subject matter contained herein. This Agreement supersedes all prior and contemporaneous agreements, representations and understandings of the parties which relate to the subject matter of this Agreement. No supplement, amendment or modification of this Agreement shall be binding unless executed in writing by all of the Parties.

b. **Subject Headings.** The subject headings of the Articles and Sections of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of the provisions of this Agreement.

c. **Parties.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies on any person other than the Parties to it and their respective successors and assigns; nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any Party to this Agreement; nor shall any provision give any third person any right of subrogation or action over or against any party to this Agreement.

d. **No Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the Parties to it and their respective legal representatives, successors and permitted assigns. No Party may assign this Agreement or any rights hereunder, nor may they delegate any of the duties to be performed hereunder without the prior written consent of the other party.

e. **Governing Law and Venue.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of California. All actions relating to, or arising out of, this Agreement shall be brought in the State Court of California in the County of Imperial. Otherwise, for actions relating to, or arising out of, this Agreement which are subject to federal jurisdiction, such action shall be brought in the Federal District Courts for the Southern District of California in the County of San Diego.

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

g. **Attorneys' Fees.** In the event of any legal action between the Parties to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover its costs of suit, including reasonable attorneys' fees, from the unsuccessful Party.

h. **Arbitration.** Any dispute or controversy arising under, out of or in connection with, or in relation to this Agreement, or any amendment hereof, or the breach hereof

shall be determined and settled by arbitration before a single arbitrator in Imperial County, California, in accordance with the American Health Lawyers Association Alternative Dispute Resolution Service Rules of Procedure for Arbitration and applying the laws of the State of California. Any award rendered by the arbitrator shall be final and binding upon each of the Parties, and judgment thereon may be entered in any court having jurisdiction thereof. The costs shall be borne equally by both Parties. The prevailing Party in any such arbitration shall be entitled to recover its reasonable attorneys' fees. During the pendency of any such arbitration and until final judgment thereon has been entered, this Agreement shall remain in full force and effect unless otherwise terminated as provided hereunder. The provisions of this Section shall survive expiration or other termination of this Agreement.

i. **Exhibits.** The attached exhibits, inclusive, constitute a material part of this Agreement and are to be construed as incorporated into this Agreement in full and are made a part hereof.

j. **No Waiver.** No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.

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

13. GENERAL PROVISIONS

a. **Effect of Exclusion.** Notwithstanding any other provision of this Agreement to the contrary if Practitioner or any of Practitioner's agents or employees is (a) excluded, suspended, debarred from, or otherwise becomes ineligible for, participation in any federal or state health care program, or (b) convicted of a criminal offense related to conduct that would or could trigger an exclusion from any federal or state health care program, at any time during the term of this Agreement, or if at any time after the Effective Date hereof, any Party determines that the other Party has made a false representation or is in violation or breach of this Section, this Agreement shall terminate as of the effective date of such exclusion, suspension, debarment from, or ineligibility for, any federal or state health care program or of such conviction of a criminal offense related to conduct that would or could trigger an exclusion from any federal or state health care program, or as of the date of the breach of such Section.

b. **Section 952 of Omnibus Budget Reconciliation Act of 1980.** In accordance with Section 952 of the Omnibus Budget Reconciliation Act of 1980 (PL 96-499), Practitioner agrees that the books and records of Practitioner will be available to the Secretary of Health and Human Services and the Comptroller General of the United States, or their duly authorized

representatives, for four (4) years after termination of this Agreement. In the event that any of the services to be performed under this Agreement are performed by any subcontractor of Practitioner at a value or cost of \$10,000 or more over a twelve (12) month period, Practitioner shall comply and assure that the such subcontractor complies with the provisions of Section 952 of the Omnibus Reconciliation Act of 1980. If regulations are issued at a later time which would determine that Section 952 of PL 96-499 is not applicable to this Agreement, this paragraph shall automatically be repealed.

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

d. **Mutual Indemnity.** Practitioner and Hospital shall indemnify and hold harmless each other, including officers, directors, shareholders, members, employees, agents and representatives from any and all liabilities, loses, damages, claims and expenses of any kind, including costs and attorneys' fees, which result from or relate to the indemnifying party's performance or failure to perform under this Agreement. The provisions of this Section shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

e. **Jeopardy.** Notwithstanding anything to the contrary hereinabove contained, in the event that the performance by either Party hereto of any term, covenant, condition or provision of this Agreement should jeopardize the licensure of either Party, its participation in Medicare, Medi-Cal, Blue Cross or other major reimbursement or payment programs, or its full accreditation by DNV, or any other state or nationally recognized physician accreditation organization, or the tax-exempt status of interest earned on any of its bonds or other financial obligations, or if for any other reason such performance should be in violation of any statute, ordinance, or be otherwise deemed illegal, or be deemed unethical by any recognized body, agency, or association in the medical or hospital fields (collectively, the "Adverse Action"), then the Parties shall in good faith negotiate amendments to this Agreement necessary or appropriate to resolve the Adverse Action. If after a reasonable period of time, not to exceed sixty (60) calendar days, the Parties are unable to agree on an amendment necessary or appropriate to resolve the

Adverse Action, then either Party may terminate this Agreement on ninety (90) days' prior written notice to the other Party.

f. **No Financial Obligation.** Practitioner shall not incur any financial obligation on behalf of Hospital without the prior written approval of Hospital.

g. **Assistance in Litigation.** Each Party shall provide information and testimony and otherwise assist the other in defending against litigation brought against the other, its directors, officers or employees based upon a claim of negligence, malpractice or any other cause of action, arising under this Agreement, except where such Party is a named adverse Party.

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

i. **Other Agreements Between Practitioner and Hospital.** Hospital and Practitioner may enter, or may have entered, into other agreements for services such as Emergency Room On-Call, Directorship, or Supervisory Services agreements. Such agreements are maintained in an online contracts management system, MediTract, and will be made available to any State or Federal entity that require access to such contracts.

[Signature Page Follows.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date first set forth above.

Imperial Valley Healthcare District

Practitioner

Christopher R. Bjornberg
Chief Executive Officer

Koorosh Kooros, M.D.

Date _____

Date _____

EXHIBIT A

Professional Services

Practitioner shall provide Pediatric Gastroenterology consultation services in accordance with the privileges that are granted by Imperial Valey Healthcare District Medical Staff and Board of Directors to Practitioner to fulfill the terms of this Agreement (the “**Professional Services**”). The Professional Services shall include, but are not limited to, the following:

A. Diagnostic and Consultative Services

1. Evaluate, diagnose, and manage gastrointestinal, hepatic, pancreatic, and nutritional disorders in infants, children, and adolescents.
2. Conduct inpatient and outpatient consultations for referring physicians and other healthcare providers.
3. Interpret diagnostic studies, including motility studies, pH/impedance monitoring, hydrogen breath tests, and capsule endoscopy.
4. Perform nutritional assessments and management of failure to thrive, malnutrition, and feeding disorders.

B. Endoscopic and Procedural Services in accordance with the privileges granted.

C. Disease-Specific Management

1. Inflammatory bowel disease (Crohn’s disease and ulcerative colitis), including biologic therapy management.
2. Celiac disease screening, diagnosis, and dietary management.
3. Gastroesophageal reflux disease (GERD).
4. Eosinophilic esophagitis and other eosinophilic gastrointestinal disorders.
5. Acute and chronic liver disease, including autoimmune hepatitis, viral hepatitis, and metabolic liver disease.
6. Acute and chronic pancreatitis.
7. Functional gastrointestinal disorders (e.g., irritable bowel syndrome, functional abdominal pain, functional constipation).
8. Short bowel syndrome and intestinal rehabilitation.
9. Gastrointestinal manifestations of systemic diseases.

D. Ancillary and Administrative Services

1. Provide consultations as needed.
2. Participate in multidisciplinary care teams.
3. Supervise and teach residents, fellows, and advanced practice providers (if applicable).
4. Participate in quality improvement and peer review committees, in addition to other committees as needed.
5. Maintain of medical records, documentation, and coding in compliance with applicable standards, including utilizing Hospital’s Electronic Medical Record system in accordance with applicable Hospital policy.
6. Comply with credentialing, privileging, and continuing medical education requirements.

7. Utilize medications provided exclusively by Hospital.

EXHIBIT B

Practitioner Coverage

Practitioner shall provide a minimum of one (1) day per month of clinic coverage and Practitioner shall not provide more than eight (8) hours per month of clinic coverage pursuant to this Agreement. Any amount in excess of the eight (8) hours must be approved by the Hospital and may be subject to approval by the Hospital Board of Directors. Practitioner's clinic coverage shall be scheduled by the Director of Clinics or his or her assignee as part of a rotation with other physicians.

Schedule must be mutually agreed upon thirty (30) days in advance. Any changes to the agreed-upon schedule or cancellations must be submitted in writing by the Practitioner at least two (2) weeks in advance and are not considered effective until agreed upon and confirmed in writing by the Hospital. Repeated cancellations or changes in schedule by Practitioner may, in its sole discretion, be determined by Hospital to be a breach of this Agreement under Section 6(d)(i) "Immediate Termination."

EXHIBIT C Compensation

Hospital shall compensate Practitioner at the following rates:

1. One Thousand, eight hundred dollars (\$1,800) for each full day coverage or nine hundred dollars (\$900.00) for each half-day coverage with Practitioner for Professional Services. “Full day coverage” shall constitute eight (8) consecutive hours of Professional Services that Practitioner provides at Hospital or in clinic within a twenty-four (24) hour period. “Half-day coverage” shall constitute four (4) consecutive hours of Professional Services that Practitioner provides at Hospital or in clinic within a twenty-four (24) hour period.

Practitioner shall not bill patients or cause patients to be billed for Professional Services provided in connection with this Agreement.

Compensation as outlined above may be withheld in full or in part until all patient charts are completed and locked.

Notwithstanding section 4(a)(iv) of this Agreement, Practitioner may hire private personnel who shall be under the exclusive control of Practitioner and who shall be paid by Practitioner. Practitioner and Hospital agree and understand that Practitioner is solely responsible for any such private personnel and shall not represent to such personnel that he or she is an employee of Hospital or entitled to any Hospital employee benefits. Such private personnel shall nevertheless be responsible for adhering to all applicable Hospital policies and procedures. Hospital shall also retain the right to exclude such private personnel from Hospital premises at any time in its sole discretion.

IMPERIAL VALLEY HEALTHCARE DISTRICT

BOARD MEETING DATE: May, 2026

SUBJECT: Authorization to approve Professional Service Agreement for Sayed Monis, M.D.

BACKGROUND: This agreement is for medical services for the hospital clinics.

KEY ISSUES: Dr. Monis will be compensated based on volumes as follows:

- Seventy-Three dollars (\$73.00) per patient visit with any of Practitioner's licensed physicians
- Fifty dollars (\$50.00) per patient visit with any Nurse Practitioner/

CONTRACT VALUE: Approximately \$50,000 annually, value varies based on volumes and clinic coverage

CONTRACT TERM: 3 years

BUDGETED: Yes

BUDGET CLASSIFICATION: Professional Fees

RESPONSIBLE ADMINISTRATOR: Carly Zamora/Christopher R. Bjornberg

DATE SUBMITTED TO LEGAL: 12/2025 **REVIEWED BY LEGAL:** Yes No

FIRST OR SECOND SUBMITTAL: 1st 2nd

RECOMMENDED ACTION: Authorization to approve Professional Service Agreement for Sayed Monis, M.D.



PROFESSIONAL SERVICES AGREEMENT (Neurology)

THIS PROFESSIONAL SERVICES AGREEMENT (“**Agreement**”) is entered into and executed as of _____ (“**Effective Date**”), by and between Imperial Valley Healthcare District dba. Pioneers Memorial Hospital, a Local Healthcare District, organized and existing in the State of California pursuant to the California Health and Safety Code, §§32000 *et seq.* (“**Hospital**”), and Sayed Monis, M.D., a physician licensed to provide medical services in the State of California (“**Practitioner**”). Practitioner and Hospital are sometimes individually referred to hereafter as a “Party,” and collectively as “Parties.”

This Professional Services Agreement is entered into with respect to the following facts:

RECITALS

A. Hospital owns and operates a general acute care hospital located in Brawley, California and rural health clinics (“**Clinics**”), in Calexico, California and Brawley, California, and by the effective date, may also own and operate a second general acute hospital located in El Centro, California.

B. Practitioner is duly licensed and qualified to practice medicine under the laws of the State of California and is experienced and qualified to provide Neurological services (“**Specialty**”).

C. Hospital has determined that entering into an agreement with the Practitioner is an appropriate way to assure the availability of such Specialty services for its patients and to maintain a high quality of patient care. The Parties furthermore acknowledge that many of the patients of the Hospital and Clinics will be referred there by outside physicians.

D. The Parties desire to enter into this Agreement to set forth their respective responsibilities in connection with Hospital’s and Practitioner’s provision of Services for treating patients during the term of this Agreement.

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT

1. DUTIES OF PRACTITIONER

a. Professional Medical Services. Practitioner shall provide all professional medical services ("**Professional Services**") as set forth in *Exhibit A*, as reasonably required for coverage and patient care. Practitioner shall provide the Professional Services during regular hours of operation, as mutually agreed upon by the parties, and as more specifically set forth in *Exhibit B* ("**Practitioner Coverage**").

b. Qualifications of Practitioner. Practitioner shall be: (a) duly licensed by the State of California (b) have levels of competence, experience and skill comparable to those prevailing in the community; (c) are not excluded from any governmental healthcare program, (d) is a member in good standing of the Medical Staff of Hospital, and, within one (1) year following commencement of provision of services in the Agreement, become board certified in Specialty.

c. Applicable Standards. Practitioner shall perform all Specialty services under this Agreement in compliance with all applicable standards set forth by law or ordinance or established by the rules and regulations of any federal, state or local agency, department, commission, association or other pertinent governing, accrediting or advisory body, including compliance with the requirements of Det Norske Veritas (DNV), having authority to set standards for health care facilities, and in accordance with all Hospital and Medical Staff bylaws, rules, regulations, policies and procedures.

d. Records and Documentation; For each patient receiving Services, Practitioner shall promptly complete and finalize for Hospital all of the medical record and report documentation required to accurately record the visit in the Hospital's electronic medical record (EMR) system or on the forms provided by the Hospital. Subject to applicable restrictions on disclosure, Practitioner shall have reasonable access, including the right to make copies, during business hours of all such medical records and reports as they may need from time to time for patient care or responding to any legal, judicial or third party administrative/investigative inquiries.

e. Use of Premises. Practitioner shall not use or knowingly permit any other person who is under Practitioner's direction to use, any part of the Hospital's premises for (i) the private practice of medicine, or (ii) any purpose other than the performance of the services required hereunder.

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

labor organizations with which they have a collective bargaining or other agreement. Practitioner shall include the nondiscrimination and compliance provisions of this Agreement in all subcontracts to perform work under this Agreement.

2. REPRESENTATIONS AND WARRANTIES OF PRACTITIONER. Practitioner hereby warrants and represents as follows:

a. Review of Compliance Requirements. Practitioner acknowledges that Hospital has a commitment to full compliance with all laws, regulations and guidance relating to its participation in the federal and state healthcare programs, and as a result has implemented a compliance program including, without limitation, mandatory requirements related to ongoing compliance training and education programs for its workforce, medical staff and persons/entities that conduct healthcare business with the Hospital. As a condition to this Agreement, Practitioner shall provide written acknowledgement that Practitioner and Practitioner's employees, subcontractors and/or agents have received (or been provided with electronic or other access to), read and understood and will comply with Hospital's compliance program materials and Code of Conduct of Medical Staff and further agrees to comply with all pertinent provisions.

b. Practitioner Is Not Restricted. Practitioner is not bound by any agreement or arrangement which would preclude Practitioner from entering into, or from fully performing the services required under, this Agreement.

c. Practitioner is Qualified. Practitioner's license to practice medicine in the State of California, or in any other jurisdiction has not ever been denied, suspended, revoked, terminated, voluntarily relinquished under threat of disciplinary action, or restricted in any way. Additionally, Practitioner's medical staff privileges at any health care facility have not ever been denied, suspended, revoked, terminated, voluntarily relinquished under threat of disciplinary action, or made subject to terms of probation or any other restriction.

d. Prohibition from Program Participation. Practitioner, including employees, has not been (a) excluded, suspended or debarred from, or otherwise ineligible for, participation in any federal or state health care program including, without limitation, Medicare or Medi-Cal (Medicaid), nor (b) convicted of a criminal offense related to conduct that would or could trigger an exclusion from any federal or state health care program including, without limitation, Medicare or Medi-Cal (Medicaid);

e. Notification of Threatened Exclusion From Program Participation. Practitioner shall notify Hospital immediately in writing if Practitioner becomes the subject of (a) any threatened, proposed or actual exclusion, suspension or debarment, (b) any conviction of a criminal offense related to conduct that would or could trigger an exclusion, of it or any of its agents or employees from any federal or state health care program, (c) any investigatory, disciplinary, or other proceeding by any governmental, professional, licensing board, medical staff, or peer review body, or (d) any event that substantially interrupts all or a portion of Practitioner's professional practice or that materially adversely affects Practitioner's ability to perform Practitioner's obligations hereunder.

f. No Competing Obligations. During the term of the Agreement or until termination by either party, Practitioner shall not provide professional services for or at any other organization/facility in Imperial County without the written consent of the Hospital. Additionally, Practitioner shall not enter into any agreement with any other entity to provide Services without prior written approval of Hospital.

g. Non-Solicitation of Hospital Employees. During the term of this Agreement, Practitioner shall not solicit the services of, or employ or procure on behalf of another the employment of, any individual currently employed by Hospital or under a service contract with Hospital; nor shall Practitioner engage in any other activity which would be in conflict with Practitioner's obligations hereunder.

h. Third-party Payment, Managed Care Programs, and Charity Care. Physician shall participate in all third-party payment or managed care programs in which Hospital participates, render services to patients covered by such programs, and accept the payment amounts for services rendered by Physician under these programs as payment in full for services of the Physician to Clinic patients. Hospital will provide to Physician timely notification of new contract negotiations. Hospital will also pay, or provide, for the Physician's credentialing with third-party payment or managed care programs. Physician shall participate in Hospital's Financial Assistance Program including Full Charity Care and Discount Partial Charity Care. Hospital will provide Physician with a copy of its Financial Assistance Program and any amendments thereto.

3. COMPENSATION FOR PRACTITIONER

a. Compensation. Hospital shall pay Practitioner according to the compensation schedule set forth in *Exhibit C* ("**Compensation**"). Hospital shall pay the compensation owed on or before the fifteenth (15th) day of each calendar month, for services provided by Practitioner during the immediately preceding calendar month; provided that Practitioner has delivered a visit record to Hospital in the form attached hereto as *Exhibit D* ("**Time Log**") on or before the fifth (5th) day of each calendar month for the immediately preceding calendar month.

b. Taxation of Income. The Parties understand that the Hospital will bill, collect and retain the proceeds from all charges for medical services, and may use the Practitioner's Billing Provider number for such purposes. The parties anticipate that in some cases those who pay for the medical services rendered by Practitioner performing in a directorship capacity will issue to Practitioner an IRC Form 1099 annually for the monies paid for such services. After the end of each calendar year, the Hospital will issue to Practitioner an IRC Form W-2 or similar form to report the appropriate income earned by him. Accordingly, it is anticipated, and Practitioner agrees, that Practitioner will deduct from Practitioner's income tax return all contract payments reported to him that are received by the Hospital and report on Practitioner's income tax return all compensation earned by Practitioner hereunder.

c. Compliance with Health & Safety Code. Any compensation received by Practitioner pursuant to this agreement shall be in compliance with the provisions of California Health and Safety Code Section 32129. Hospital has the obligation and right to adjust compensation to be in compliance with any and all laws and regulations.

4. DUTIES AND OBLIGATIONS OF THE HOSPITAL

a. **Duties.** Hospital agrees to furnish, at its own cost and expense, for adequate provision of professional services pursuant to this Agreement, the following:

i. **Space.** Space as reasonably necessary to provide service to patients.

ii. **Equipment.** Equipment as may be reasonably required as mutually agreed by the Hospital and Practitioner, subject to any applicable Hospital budget limitations. Practitioner acknowledges that existing equipment is adequate for Practitioner's purposes.

iii. **Services and Supplies.** Maintenance, repair and replacement of equipment as reasonably required; all utilities, including telephone, power, light, gas and water; all supplies (including, without limitation, film, laundry services and linen); transcription services, and any necessary housekeeping and in-house messenger service that may be reasonably required to provide services.

iv. **Non-Physician Personnel.** Hospital personnel with appropriate education, training and experience which are required to adequately assist Practitioner in performance of the services contemplated herein, as determined according to Hospital's discretion. Hospital shall have the sole right and responsibility for the hiring, discipline and termination of such Hospital employees.

b. **Eligibility.** At all times during the term of this Agreement, Hospital shall remain eligible to participate in the Medicare, Medi-Cal, and TriCare/CHAMPUS programs.

5. BILLING FOR MEDICAL SERVICES

a. **Billing Records Availability.** Each Party, shall, on a monthly basis, make available to the other Party, records and data accurately reflecting a) total billed services in connection with the Services; b) payments received from all sources for medical services provided by the Practitioner, and c) all expenses paid by Hospital or Practitioner in connection with the operation of the Services or the services rendered therein.

b. **Accurate Medical Records and Charts.** Practitioner shall promptly prepare and submit complete and accurate medical records, medical chart notes, and related back-up documentation, and respond and provide such assistance and information as Hospital may reasonably request to facilitate billing and collection of charges for patient services, including, but not limited to, assigning appropriate procedure and diagnosis codes for billing purposes, and dictating or completing appropriate descriptions and notations to be made on the patient chart to support the appropriate billing code, in accordance with the requirements of the Centers for Medicare and Medicaid Services. Practitioner shall be responsible (and Hospital shall not be responsible except with respect to joint and several liability required by law) for errors or liabilities, if any, which may arise from Practitioner's fraudulent designation of inappropriate billing,

procedure or diagnosis codes or for the negligent failure of Practitioner to prepare medical chart notes or dictation which corresponds to the services rendered.

c. Charges for Medical Services. Hospital shall be responsible for, and solely entitled to, billing, collection and retention of all charges for all medical services (ancillary and professional); (ii) Practitioner hereby reassigns Practitioner's respective rights to bill such Professional Services to Hospital.

d. Schedule of Charges. On an annual basis, Hospital may provide to Practitioner the schedule of charges for the professional component of the medical services provided for Practitioner's review and input. Practitioner may request changes to the schedule of charges as circumstances may warrant. Hospital, in its sole and absolute discretion, shall decide upon changes to the schedule of charges.

e. Forwarding Billing to Hospital. Practitioner shall provide Hospital, on a daily basis, with all information reasonably requested by Hospital to enable Hospital to (i) properly bill for the Professional Services provided by Practitioner to patients. It is understood and agreed that Hospital shall handle at its expense all the administrative work of this billing. All Professional Services shall be billed in Practitioner's or Medical Group's name with all payments forwarded by payors (including, without limitation, Medicare and Medi-Cal) to a "lockbox" account in Practitioner's or Medical Group's name ("Account") established at Wells Fargo bank in Brawley, California. ("Bank"). Upon establishment of the Account, Practitioner shall direct the Bank, in writing, that during the term of this Agreement, on the last day of each calendar month the Bank shall transfer all funds in the Account on each such day to an account in Hospital's name as designated by Hospital in writing to the Bank.

f. Billing Third-Party Payors. Practitioner shall not bill, nor cause to be billed, Medicare patients or Medicare (Part B) carriers in violation of 42 C.F.R. §405.550(d)(3), nor any other patients or payors, for administrative, supervisory, medical director or similar services.

g. Rates for Service. In the event that Practitioner is responsible for establishing rates charged to patients for any Professional Services rendered pursuant to this Agreement, Practitioner must ensure that such rates are reasonable and customary. In the event that Hospital determines Practitioner's rates are unreasonable, Hospital reserves the right to approve modify rates charged by Practitioner for Services.

6. TERM AND TERMINATION

a. Term. The term of this Agreement shall be three (3) years commencing on the Effective Date, unless terminated earlier as provided herein.

b. Termination Without Cause. Either party shall have the right to terminate this Agreement after the first twelve (12) months of this Agreement. After the first twelve (12) months, either Party may terminate this Agreement without penalty or cause by providing ninety (90) days written notice to the other party.

c. **Termination for Cause.** Either Party may terminate this Agreement upon breach by the other Party of any material provision of this Agreement, provided such breach continues for fifteen (15) days after receipt by the breaching Party of written notice of such breach from the non-breaching Party, except where such breach requires immediate termination as enumerated below.

d. **Immediate Termination.** This Agreement may be terminated immediately and without notice for serious and incurable events, including but not limited to:

i. **Breach.** Hospital or Practitioner is in breach of any material term or condition of this Agreement and such breach has not been cured within thirty (30) days following notice of such breach;

ii. **Sale or Transfer.** Hospital or Practitioner has sold or otherwise transferred all or substantially all of its assets, has merged with another entity or has dissolved;

iii. **Insolvency or Bankruptcy.** Hospital or Practitioner becomes insolvent or declares bankruptcy;

iv. **Adverse Action against Practitioner's License .** Denial, suspension, revocation, termination, restriction, lapse, or voluntary relinquishment under threat of disciplinary action, of Practitioner's medical staff membership or privileges at Hospital or any other healthcare facility, or of Practitioner's license to practice medicine in the State of California or any other jurisdiction;

v. (a) exclusion, suspension, debarment from, or ineligibility for, participation in any federal or state health care program, or (b) conviction of a criminal offense related to conduct that would or could trigger an exclusion from any federal or state health care program, by Practitioner;

vi. **Cancellation of Insurance.** Either Party fails to carry or reinstate the insurance required in Section 7 hereof or such coverage is cancelled or revoked within ten (10) days following notice thereof from its insurance carrier;

vii. **Conduct Jeopardizing Licensure or Other Reimbursements.** The performance by either Party of this Agreement which jeopardizes the licensure of Hospital, Hospital's participation in Medicare, Medi-Cal or other reimbursement or payment program, or Hospital's full accreditation by The Joint Commission or any other state or nationally recognized accreditation organization, or the tax-exempt status of Hospital's bonds, or if for any other reason such performance violates any statute, ordinance, or is otherwise deemed illegal, or is deemed unethical by any recognized body, agency, or association in the medical or hospital fields, and the jeopardy or violation has not been or cannot be cured within sixty (60) days from the date notice of such jeopardy or violation has been received by the parties.

viii. **Misrepresentations.** Any Party's representation or warranty that is false or was false at the time it was originally made, or any Party becomes the subject of any threatened, proposed or actual exclusion, suspension or debarment from, or is otherwise ineligible for

participation in, any federal or state health care program including without limitation, Medicare or Medi-Cal, or is the subject of any threatened, proposed or actual criminal prosecution for, or is convicted of, any criminal offense related to conduct that would or could trigger an exclusion from any federal or state health care program.

e. **One Year Prohibition on New Agreement.** If this Agreement is terminated prior to expiration of the initial year of the term hereof, the Parties shall not enter into any new agreement or arrangement during the remainder of such year.

7. INDEPENDENT CONTRACTOR. Practitioner is engaged in an independent contractor relationship with the Hospital in performing all work, duties and obligations hereunder. Hospital shall not have nor exercise any control or direction over the methods by which Practitioner performs work and functions, except that Practitioner shall perform at all times in strict accordance with then currently approved methods and practices of the professional Specialty services. Hospital's sole interest is to ensure that Practitioner performs and renders services in a competent, efficient and satisfactory manner in accordance with high medical standards. The Parties expressly agree that no work, act, commission or omission of Practitioner in connection with the terms and conditions of this Agreement shall be construed to make or render Practitioner, the agent, employee or servant of Hospital. Practitioner shall not be entitled to receive from Hospital vacation pay, sick leave, retirement benefits, Social Security, workers' compensation, disability or unemployment insurance benefits or any other employee benefit of any kind. The provisions of this Section shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

8. PROFESSIONAL LIABILITY INSURANCE COVERAGE. Practitioner shall secure and maintain at all times during the term, at Practitioner's sole expense, professional liability insurance covering Practitioner, with an admitted carrier (licensed to do business in the State of California) having at least an "A" BEST rating, with limits of one million (\$1,000,000) per claim/and three million (\$3,000,000) for annual aggregate claims. Such insurance shall not be cancelable except upon thirty (30) days' prior written notice to Hospital and shall be primary and non-contributory. Annually, Practitioner shall provide Hospital with a certificate of insurance evidencing such coverages and coverage extensions upon request by the Hospital. If the coverage is on a claims-made basis, Practitioner hereby agrees that not less than thirty (30) days prior to the effective date of termination of Practitioner's current insurance coverage or termination of this Agreement, Practitioner shall either purchase unlimited tail coverage or provide proof of continuous coverage in the above stated amounts for all claims arising out of incidents occurring prior to termination of Practitioner's current coverage or prior to termination of this Agreement, as applicable, and provide Hospital a certificate of insurance evidencing such coverage.

9. OWNERSHIP OF FILMS AND RECORDS. Unless agreed upon in writing, all records of patients seen at any Hospital facilities shall be maintained by Hospital and shall be the property of the Hospital. Practitioner shall have the right to access such films and records during normal business hours.

10. NOTICES. Any notice to be given to any party hereunder shall be deposited in the United States Mail, duly registered or certified, with return receipt requested, with postage thereon paid,

and addressed to the party for which intended, at the following addresses, or to such other address or addresses as the parties may hereafter designate in writing to each other.

Hospital:

Chief Executive Officer
Imperial Valley Healthcare District
West 207 Legion Road
Brawley, CA 92227

Practitioner:

Sayed Monis M.D.

11. CONFIDENTIALITY

a. Confidential Information Belongs to its Respective Owner. Each Party recognizes and acknowledges that, by virtue of entering into this Agreement and providing services to the other hereunder, Practitioner and Hospital may have access to certain information of the other Party that is confidential and constitutes valuable, special and unique property. Each Party agrees that it will not at any time, either during or subsequent to the term of this Agreement, disclose to others, use, copy or permit to be copied, without the other Party's express prior written consent, except pursuant to Practitioner's duties hereunder, any confidential or proprietary information of either Party, including, but not limited to, information which concerns Hospital's patients, costs, or treatment methods developed by Hospital for the Hospital, and which is not otherwise available to the public.

b. This Agreement is Confidential. Except for disclosure to Practitioner's legal counsel, accountant or financial advisors (none of whom shall be associated or affiliated in any way with Hospital or any of its affiliates), Practitioner shall not disclose the terms of this Agreement to any person who is not a party or signatory to this Agreement, unless disclosure thereof is required by law or otherwise authorized by this Agreement or consented to by Hospital. Unauthorized disclosure of the terms of this Agreement shall be a material breach of this Agreement. Except for disclosure to Hospital's legal counsel, accountant or financial advisors, its Board of Directors and/or any committee concerned with this Agreement, Hospital and its officers, directors, employees, and agents shall not disclose the terms of this Agreement to any person who is not a party or signatory to this Agreement, unless disclosure thereof is required by law or otherwise authorized by this Agreement or consented to by Practitioner. Unauthorized disclosure of the terms of this Agreement shall be a material breach of this Agreement. Upon the termination or expiration of this Agreement, Hospital all records of the patients seen or treated by Practitioner shall be the property of Hospital. However, upon Hospital's receipt of appropriately executed written request of any such patient therefor, Hospital will provide copies of the requesting patient's records to Practitioner, in paper or electronic form and the delivery of such records shall be in compliance with federal and state law.

c. Medical Records Are Confidential. Neither Party shall disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by the other Party in writing, any patient or medical record information regarding Hospital patients, and the Parties shall comply with all federal and state laws and regulations, and all bylaws, rules,

regulations, and policies of Hospital, and Hospital's Medical Staff, regarding the confidentiality of such information. Practitioner acknowledges that in receiving or otherwise dealing with any records or information from Hospital about Hospital's patients receiving treatment for alcohol or drug abuse, Practitioner is fully bound by the provisions of the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records (42 C.F.R. Part 2, as amended from time to time).

d. HIPAA Compliance is Required. Each Party agrees to comply with the applicable provisions of the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and the requirements of any regulations promulgated thereunder including without limitation the federal privacy regulations (the "Federal Privacy Regulations") and the federal security standards (the "Federal Security Regulations").

e. .

12. AGREEMENT INTERPRETATION AND DISPUTE RESOLUTION

a. Entire Agreement; Amendment. This Agreement, its exhibits, and all documents referred to herein constitute the entire agreement between the parties pertaining to the subject matter contained herein. This Agreement supersedes all prior and contemporaneous agreements, representations and understandings of the parties which relate to the subject matter of this Agreement. No supplement, amendment or modification of this Agreement shall be binding unless executed in writing by all of the Parties.

b. Subject Headings. The subject headings of the Articles and Sections of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of the provisions of this Agreement.

c. Parties. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies on any person other than the Parties to it and their respective successors and assigns; nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any Party to this Agreement; nor shall any provision give any third person any right of subrogation or action over or against any party to this Agreement.

d. No Assignment. This Agreement shall be binding upon and shall inure to the benefit of the Parties to it and their respective legal representatives, successors and permitted assigns. No Party may assign this Agreement or any rights hereunder, nor may they delegate any of the duties to be performed hereunder without the prior written consent of the other party.

e. Governing Law and Venue. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of California. All actions relating to, or arising out of, this Agreement shall be brought in the State Court of California in the County of Imperial. Otherwise, for actions relating to, or arising out of, this Agreement which are subject to federal jurisdiction, such action shall be brought in the Federal District Courts for the Southern District of California in the County of San Diego.

f. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

g. Attorneys' Fees. In the event of any legal action between the Parties to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover its costs of suit, including reasonable attorneys' fees, from the unsuccessful Party.

h. Arbitration. Any dispute or controversy arising under, out of or in connection with, or in relation to this Agreement, or any amendment hereof, or the breach hereof shall be determined and settled by arbitration before a single arbitrator in Imperial County, California, in accordance with the American Health Lawyers Association Alternative Dispute Resolution Service Rules of Procedure for Arbitration and applying the laws of the State of California. Any award rendered by the arbitrator shall be final and binding upon each of the Parties, and judgment thereon may be entered in any court having jurisdiction thereof. The costs shall be borne equally by both Parties. The prevailing Party in any such arbitration shall be entitled to recover its reasonable attorneys' fees. During the pendency of any such arbitration and until final judgment thereon has been entered, this Agreement shall remain in full force and effect unless otherwise terminated as provided hereunder. The provisions of this Section shall survive expiration or other termination of this Agreement.

i. Exhibits. The attached exhibits, inclusive, constitute a material part of this Agreement and are to be construed as incorporated into this Agreement in full and are made a part hereof.

j. No Waiver. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.

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

13. GENERAL PROVISIONS

a. Effect of Exclusion. Notwithstanding any other provision of this Agreement to the contrary if Practitioner or any of Practitioner's agents or employees is (a) excluded, suspended, debarred from, or otherwise becomes ineligible for, participation in any federal or state health care program, or (b) convicted of a criminal offense related to conduct that would or could trigger an exclusion from any federal or state health care program, at any time during the term of this

Agreement, or if at any time after the Effective Date hereof, any Party determines that the other Party has made a false representation or is in violation or breach of this Section, this Agreement shall terminate as of the effective date of such exclusion, suspension, debarment from, or ineligibility for, any federal or state health care program or of such conviction of a criminal offense related to conduct that would or could trigger an exclusion from any federal or state health care program, or as of the date of the breach of such Section.

b. Section 952 of Omnibus Budget Reconciliation Act of 1980. In accordance with Section 952 of the Omnibus Reconciliation Act of 1980 (PL 96-499), Practitioner agrees that the books and records of Practitioner will be available to the Secretary of Health and Human Services and the Comptroller General of the United States, or their duly authorized representatives, for four (4) years after termination of this Agreement. In the event that any of the services to be performed under this Agreement are performed by any subcontractor of Practitioner at a value or cost of \$10,000 or more over a twelve (12) month period, Practitioner shall comply and assure that the such subcontractor complies with the provisions of Section 952 of the Omnibus Reconciliation Act of 1980. If regulations are issued at a later time which would determine that Section 952 of PL 96-499 is not applicable to this Agreement, this paragraph shall automatically be repealed.

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

d. Mutual Indemnity. Practitioner and Hospital shall indemnify and hold harmless each other, including officers, directors, shareholders, members, employees, agents and representatives from any and all liabilities, loses, damages, claims and expenses of any kind, including costs and attorneys' fees, which result from or relate to the indemnifying party's performance or failure to perform under this Agreement. The provisions of this Section shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

e. Jeopardy. Notwithstanding anything to the contrary hereinabove contained, in the

event that the performance by either Party hereto of any term, covenant, condition or provision of this Agreement should jeopardize the licensure of either Party, its participation in Medicare, Medi-Cal, Blue Cross or other major reimbursement or payment programs, or its full accreditation by DNV, or any other state or nationally recognized physician accreditation organization, or the tax-exempt status of interest earned on any of its bonds or other financial obligations, or if for any other reason such performance should be in violation of any statute, ordinance, or be otherwise deemed illegal, or be deemed unethical by any recognized body, agency, or association in the medical or hospital fields (collectively, the “Adverse Action”), then the Parties shall in good faith negotiate amendments to this Agreement necessary or appropriate to resolve the Adverse Action. If after a reasonable period of time, not to exceed sixty (60) calendar days, the Parties are unable to agree on an amendment necessary or appropriate to resolve the Adverse Action, then either Party may terminate this Agreement on ninety (90) days’ prior written notice to the other Party.

f. No Financial Obligation. Practitioner shall not incur any financial obligation on behalf of Hospital without the prior written approval of Hospital.

g. Assistance in Litigation. Each Party shall provide information and testimony and otherwise assist the other in defending against litigation brought against the other, its directors, officers or employees based upon a claim of negligence, malpractice or any other cause of action, arising under this Agreement, except where such Party is a named adverse Party.

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

i. Other Agreements Between Practitioner and Hospital. Hospital and Practitioner may enter, or may have entered, into other agreements for services such as Emergency Room On-Call, Directorship, or Supervisory Services agreements. Such agreements are maintained in an online contracts management system, MediTract, and will be made available to any State or Federal entity that require access to such contracts.

[Signature Page Follows.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date first set forth above.

Imperial Valley Healthcare District

Practitioner

Christopher R. Bjornberg
Chief Executive Officer

Sayed Monis, M.D.

Date _____

Date _____

EXHIBIT A
Professional Services

Neurology consultation services in accordance with privileges as requested by Practitioner and Practitioner's employed Nurse Practitioner granted by Imperial Valey Healthcare District Medical Staff and Board of Directors.

Additionally, Practitioner shall specifically:

1. Utilize Hospital's electronic Medical Record (EMR) system in accordance with applicable Hospital or clinic policy.
2. Utilize medications provided exclusively by the Hospital

EXHIBIT B
Practitioner Coverage

Practitioner and/or Practitioner’s Nurse Practitioner (who shall have Hospital medical staff privileges) shall provide a minimum of two (2) days per month of clinic coverage and Practitioner shall not provide more than sixteen (16) hours per month of clinic coverage pursuant to this Agreement. Any amount in excess of the sixteen (16) hours must be approved by the Hospital and may be subject to approval by the Hospital Board of Directors. Practitioner’s clinic coverage shall be scheduled by the Director of clinics or his or her assignee as part of a rotation with other physicians. Schedule must be mutually agreed upon 30 days in advance. Any changes to the agreed-upon schedule or cancellations must be submitted in writing by the Practitioner at least 2 weeks in advance and are not considered effective until agreed upon and confirmed in writing by the Hospital. Repeated cancellations or changes in schedule by Practitioner may, in its sole discretion, be determined by Hospital to be a breach of this Agreement under Section 6 (d) (i) “Immediate Termination.”

EXHIBIT C Compensation

Hospital shall compensate Practitioner at the following rates:

1. Seventy-Three dollars (\$73.00) per patient visit with Practitioner for Neurology consults and evaluation
2. Fifty dollars (\$50.00) per patient visit with Nurse Practitioner for Neurology consults and evaluation

Practitioner shall not bill patients or cause patients to be billed for services provided in connection with this Agreement.

Compensation as outlined above may be withheld in full or in part until all patient charts are completed and locked.

Notwithstanding section 4(a)(iv) of this Agreement, Practitioner may hire private personnel who shall be under the exclusive control of Practitioner and who shall be paid by Practitioner. Practitioner and Hospital agree and understand that Practitioner is solely responsible for any such private personnel and shall not represent to such personnel that he or she is an employee of Hospital or entitled to any Hospital employee benefits. Such private personnel shall nevertheless be responsible for adhering to all applicable Hospital policies and procedures. Hospital shall also retain the right to exclude such private personnel from Hospital premises at any time in its sole discretion.

IMPERIAL VALLEY HEALTHCARE DISTRICT

BOARD MEETING DATE: May,2026

SUBJECT: Authorization to approve Progressive Healthcare Consulting Agreement

BACKGROUND: This agreement is for consulting services to provide Physician Consulting and Service Line Development services for Imperial Valley Healthcare District.

KEY ISSUES: Consulting group will be paid professional fees

CONTRACT VALUE: Not to exceed \$120,000 for professional services in a year unless written approval to exceed due to special projects.

CONTRACT TERM: 1 year

BUDGETED: Yes

BUDGET CLASSIFICATION: Consulting Services

RESPONSIBLE ADMINISTRATOR: Chris Bjornberg/Carly Zamora

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

FIRST OR SECOND SUBMITTAL: 1st 2nd

RECOMMENDED ACTION: Authorization to approve Progressive Healthcare Consulting Agreement



May 19, 2026

Christopher Bjornberg CEO
Imperial Valley Healthcare District
207 West Legion Road
Brawley, CA 92227

**Proposal for Consulting Services
Physician Consulting and Service Line Development**

Dear Mr. Bjornberg:

We are pleased to have the opportunity to present this proposal to assist Imperial Valley Healthcare District (“IVHD”) with the continued development of service lines and physician recruitment and retention assistance. We are providing this letter to outline the services to be provided by Progressive Healthcare Inc. (“Progressive”) and to confirm our understanding of the proposed scope of our engagement and our fees.

Our Understanding of the Situation

Pioneers Memorial Hospital is a 107-bed acute care facility located in Imperial Valley in the southeastern part of California. Pioneers wants to be pro-active in the development of new and existing service lines. They would like Progressive to provide assistance, on an as needed basis, to facilitate the success of both the contracted physicians and physicians that have been recruited under an income guarantee. This Agreement will have a one-year term.

Some of the areas that Progressive will provide assistance may include:

- Developing financial proformas and contracting methodology.
- Submit bi-weekly 340B ESP reports and assist with 340B analysis as requested
- Assist Pioneers with the analysis and negotiating Professional Service Arrangement Contracts with desired physicians.
- Work with Pioneers to ensure that the equipment, facility, other capital and/or new operating expenditures are necessary for the successful operation of the service line.
- Continued assistance with supply contract negotiations.
- Work with the revenue cycle departments to ensure that Pioneers is appropriately billing and collecting for new service lines on both the technical and professional sides.

- Ongoing support/review/assistance with the following programs: RHC's, FQHC's, interventional radiology, gastroenterology, and anesthesia
- GI service line expansion and alignment
- Cardiology Service Line Extension
- Oncology

Timing and Fees

We will be able to be on-site as requested having a signed engagement letter. The professional fees for this engagement will be billed at our standard hourly rates. The fees for this project will not exceed a maximum of \$120,000 for professional services in a year without prior written approval. The exact amount will depend on the services requested, which includes the services described in the Scope of Work section of this proposal or as additional requests are made by Management. If we expect the fee to exceed the approved amount, we will seek prior approval in writing from Management.

In addition to the professional fees described above, we will bill for related travel and out-of-pocket expenses.

Other Matters

This letter does not include services for projects other than what is listed in the scope of work section of this proposal. Procedures performed in addition to those described herein will be discussed and agreed upon in advance with you. Fees for additional services will be negotiated and billed based upon the time and expense required to perform such services.

If any portion of this letter is held to be void, invalid, or otherwise unenforceable, in whole or part, the remaining portions of this letter shall remain in effect.

If these arrangements are acceptable, please sign and date the enclosed copy of this letter and return it to us.

We appreciate the opportunity to assist you with your practice needs. If you have any questions regarding our services or fees, please do not hesitate to contact me at (615) 371-9989 ext. 2200.

Very truly yours,

Richard S. Buchsbaum
President

Imperial Valley Healthcare District

Christopher Bjornberg

Page 3
May 19, 2026

Accepted by: _____

Date: _____

IMPERIAL VALLEY HEALTHCARE DISTRICT

BOARD MEETING DATE: May, 2026

SUBJECT: Appointment of Dr. Lisa Bean, M.D., as Medical Executive Committee Chair of OBGYN Services.

BACKGROUND: . Chairpersons of the MEC have been paid a stipend for the work they do as chairs of the Chair of Department of Medicine. Dr. Bean will be starting term as Chair of the committee.

KEY ISSUES: There is no increase from 2025 or previous Chair agreement

- \$694.50 per quarter

CONTRACT VALUE: approx. \$3,000 annually

CONTRACT TERM: 1 year

BUDGETED: Yes

BUDGET CLASSIFICATION: Professional Fees

RESPONSIBLE ADMINISTRATOR: Christopher R. Bjornberg/Carly Zamora

DATE SUBMITTED TO LEGAL: 4/2026 **REVIEWED BY LEGAL:** Yes No

FIRST OR SECOND SUBMITTAL: 1st 2nd

RECOMMENDED ACTION: Appointment of Dr. Lisa Bean, M.D., as Medical Executive Committee Chair of OBGYN Services

**MEDICAL EXECUTIVE COMMITTEE
PROFESSIONAL SERVICES AGREEMENT**

This Medical Executive Committee Professional Services Agreement ("Agreement") is entered into and executed effective as of January 1st, 2026 ("Effective Date"), by and between Lisa Bean M.D., ("Physician"), and Imperial Valley Healthcare District, an acute care clinical facility and a local healthcare district, organized and existing pursuant to the California Health and Safety Code, Sections 32000 *et seq.* ("Hospital"). Physician and Hospital are sometimes referred to below individually as "Party" and collectively as "Parties."

RECITALS

WHEREAS, Hospital owns and operates a general acute care hospital located in Brawley, California, licensed by the State of California that has a Medical Staff governed by Medical Staff Bylaws;

WHEREAS, Physician is an Active Member of the Hospital's Medical Staff and has been elected to the Medical Executive Committee for an 12-month term;

WHEREAS, Hospital desires to enter into this Agreement to remain compliant with applicable state and federal laws;

WHEREAS, Physician desires to enter into this Agreement to provide services as the Chairperson of the Clinical Service of Medical Committee on the Medical Executive Committee thereby assisting Hospital in remaining compliant with applicable state and federal laws; and

WHEREAS, This Agreement is intended to retroactively apply to all professional services rendered by Physician beginning January 1, 2026, to present.

NOW, THEREFORE, in consideration of the promises and covenants contained in this Agreement, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

I. PROFESSIONAL DUTIES OF MEDICAL EXECUTIVE COMMITTEE MEMBER

Physician shall serve as a member of the Medical Executive Committee to assist in the operation of Hospital. As a member of the Medical Executive Committee, Physician shall provide the following services as a member of, and in conjunction with, the Medical Executive Committee (the "Services"):

1. Represent and act on behalf of the Medical Staff during the periods between Medical Staff meetings, subject to such limitations as may be imposed by the Medical Staff Bylaws;
2. Coordinate and implement the professional and organizational activities and policies of the Medical Staff;

3. Receive and act upon reports and recommendations from Medical Staff clinical services committees and assigned activity groups;
4. Recommend actions to the Hospital Board of Directors on matters of a medical-administrative nature;
5. Adopt policies regarding the structure of the Medical Staff, the mechanisms to review credentials and delineate individual clinical privileges, the criteria for privileges, the granting of individual staff memberships and privileges, the organization of quality assessment and improvement activities and mechanisms of the Medical Staff, termination of Medical Staff membership and fair hearing procedures, needed changes to Medical Staff bylaws, and other matters relevant to the operation of an organized Medical Staff;
6. Evaluate the medical care rendered to patients in the Hospital;
7. Participate in the development of all Medical Staff and hospital policy, practice, and planning;
8. Review the qualifications, credentials, performance and professional competence, and character of applicants and staff members, and make recommendations to the board of directors at least quarterly regarding staff appointments and reappointments, assignments to clinical services, clinical privileges, and corrective action;
9. Take reasonable steps to promote ethical conduct and competent clinical performance on the part of all members including the initiation of and participation in Medical Staff corrective or review measures when warranted;
10. Take reasonable steps to develop continuing education activities and programs for the Medical Staff;
11. Designate such committees as may be appropriate or necessary to assist in carrying out the duties and responsibilities of the Medical Staff and approve or reject appointments to those committees by the chief of staff;
12. Report to the Medical Staff at each regular staff meeting;
13. Assist in the obtaining and maintenance of accreditation;
14. Develop and maintain methods for the protection and care of patients and others in the event of internal or external disaster;
15. Appoint such special or ad hoc committees as may seem necessary or appropriate to assist the medical executive committee in carrying out its functions and those of the Medical Staff;
16. Review the quality and appropriateness of services provided by contract physicians;

17. Review and approve the designation of the hospital's authorized representative for National Practitioner Data Bank purposes;
18. Establish a mechanism for dispute resolution between Medical Staff members (including limited license practitioners) involving the care of a patient;
19. Implement, enforce and safeguard the self-governance rights of the Medical Staff pursuant to California Business & Professions Codes Section 2282.5;
20. Take such steps as appropriate to meet and confer in good faith to resolve any dispute with the board of directors, or any other person or entity, regarding any self-governance rights of the Medical Staff; and
21. Appoint a sub-committee to perform the functions relating to the identification and management of matters of member health.

II. COMPENSATION

1. Beginning on the thirteenth (13th) month of this Agreement, Hospital will pay Physician a flat rate of six hundred and ninety four dollars and fifty cents (\$694.50) per quarter as compensation for performance of those duties rendered as a member of the Medical Executive Committee outlined in Section I of this Agreement , such time is not expected to exceed five (5) hours per quarter Physician will submit a time log to Hospital at the end of each quarter prior to receiving compensation for performance of the Services, as set forth in **Exhibit A**.
2. Hospital will pay Physician within thirty (30) days after the completion of each quarter in which the consultative services described in Section I of this Agreement were performed.

III. TERM & TERMINATION

The term (as hereinafter defined) of this Agreement shall be Twelve (12 months) commencing on the Effective Date and ending on December 31, 2026 (the "Term"), provided that the Term (and any Term Extension) may be extended for additional two-year periods ("Term Extension") upon the mutual written agreement of the Parties. The word "Term" as used hereinafter shall mean the period of time beginning with commencement of the Term or any Term Extension and ending on the expiration date of the last Term Extension. This Agreement will terminate either (i) at the end of the Term if no Term Extension is agreed to between the Parties, or (ii) on the effective date on which Physician is removed, or resigns, from the Medical Executive Committee before expiration of the Term.

IV. GENERAL PROVISIONS

1. Independent Contractor. Physician is engaged as an independent contractor with Hospital in performing all consultative services and assistance under this Agreement. The Parties expressly agree that no work, act, commission, or omission of Physician pursuant to the terms and

conditions of this Agreement shall be construed to make or render Physician the agent or servant of Hospital. Physician shall not be entitled to receive vacation pay, sick leave, retirement benefits, social security, workers' compensation, disability, or unemployment insurance or any other employee or pension benefit of any kind.

2. Anti-Kickback Law. Each Party represents that the terms of this Agreement are consistent with fair market value in arms-length transactions and are not determined in a manner that takes into account the volume or value of any referrals or business otherwise generated between the Parties for which payment may be made in whole or in part under Medicare, Medicaid or Federal health care programs. Each Party also represents that the aggregate consultative services contracted for under this Agreement do not exceed those which are reasonably necessary to accomplish the commercially reasonable business purpose of the provision of consultative services as a member of the Medical Executive Committee.

C.E.O. _____ (Initial) _____ (Physician Initial)

3. No Direct Contact with Patients. Each Party represents that none of the duties outlined in Section I of this Agreement involve direct clinical intervention with Hospital patients.

4. Entire Agreement. This Agreement and all agreements and documents therein executed contemporaneously herewith, embody the entire agreement between the Parties hereto and supersede all other previous agreement and understandings, written or oral, between the Parties hereto with respect to the subject matter of this Agreement.

5. Mandatory Non-Binding Mediation. Both Parties agree to attempt to settle any disputes stemming from this Agreement through non-binding mediation by the American Arbitration Association ("AAA") under its Commercial Mediation Rules prior to resorting to litigation. Mediation may be initiated by either Party by filing with the AAA a Demand for Mediation together with the appropriate filing fee. The Demand for Mediation must be made within a reasonable time from the date the claim, dispute or controversy arose but in no event, later than the date legal proceedings would be barred by the applicable statute of limitations. The Parties agree to utilize a single mediator appointed by the AAA pursuant to its Commercial Mediation Rules. Upon the initiation of mediation with AAA, both Parties agree to equally share the filing fee, mediator's expense and any additional administrative fees charged by the AAA. Each Party shall be responsible for their own attorneys' fees and costs incurred with respect to said mediation. The mediator shall fix the date and time of the mediation session. The mediation process and conference shall remain confidential and privileged and will be governed by the Commercial AAA's Mediation Rules.

6. Choice of Law and Venue. This Agreement shall be governed by and construed, interpreted and enforced in according with the laws of the State of California. The venue for any legal proceeding relating to or arising out of this Agreement shall be the County of Imperial, State of California.

7. Waiver of Jury Trial. If the Parties are unable to resolve the dispute(s) through the mediation

process set forth in Section 2 above, then either Party shall be entitled to initiate litigation against the other Party or any potential non-party to the mediation process. HOWEVER, HOSPITAL AND PHYSICIAN HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM RELATING TO THIS AGREEMENT OR THE SERVICES.

8. Section Headings. The headings contained in the Agreement are for reference purposes only and shall not affect, in any way, the meaning or interpretation of the Agreement.

9. Confidentiality. Unless required by law, the Parties agree to maintain confidential the terms and conditions of this Agreement and not to disclose any of its terms and conditions to any third party without the prior written consent of the other Party. Further, Physician will comply with all confidentiality laws and requirements, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and California Civil Code Section 56.10 *et. seq.* as applicable.

10. Notice. Any and all notices, including change of the following addresses, required to be given pursuant to the terms of this Agreement may be given personally or by registered or certified mail, return receipt requested, addressed to Hospital or Physician at the following addresses:

TO HOSPITAL:
Imperial Valley Healthcare District
207 West Legion Road
Brawley, California 92227
Attention: Hospital C.E.O.

TO PHYSICIAN:

Lisa Bean, MD

11. No Payment After Termination. After termination of this agreement. Physician understands that there will be no further payment made for the services which are the subject of this Agreement until Physician has executed a new agreement.

12. Written Amendments/Waivers. No revision or amendment to this Agreement shall be valid unless such revision or amendment is in writing and executed by all Parties.

13. Non-Waiver of Rights. The failure by any Party to enforce at any time any of the provisions of this Agreement, or any rights with respect thereto, or to exercise any election herein provided,

shall in no way affect the validity of this Agreement. The exercise by any Party of any rights or elections under the terms or conditions of this Agreement shall not preclude or prejudice any Party from exercising the same or any other it may have under this Agreement, regardless of any previous action or proceeding taken by the Parties.

14. Severability. If any provision of this Agreement shall be deemed invalid, illegal, or unenforceable by a court of appropriate jurisdiction, then such invalid, illegal, or unenforceable provision shall be deemed deleted from this Agreement. All remaining provisions of the Agreement shall be deemed to be in full force and effect.

15. Construction. The Parties acknowledge that they and their respective legal counsel have had the opportunity to carefully review this Agreement and participate equally in the drafting of this Agreement. In the event of a dispute, no Party shall be treated, for any purpose, as the author of this Agreement nor have any ambiguity resolved against it on account thereof.

16. Assignment of Contract. Neither Party to this Agreement may assign, subcontract, or transfer any of its rights or obligations under this Agreement to a third party without the prior written consent of the other Party.

17. Counterpart Signature. This Agreement may be executed in one or more counterparts (facsimile transmission, email or otherwise), each of which counterparts shall be deemed an original Agreement and all of which shall constitute but one Agreement.

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

19. Other Agreements Between Physician and Hospital. Hospital and Physician may enter, or may have entered, into other agreements for services such as Emergency Room On-Call, Directorship, or Supervisory Services agreements. Such agreements are maintained in an online contracts management system, MediTract, and will be made available to any State or Federal entity that require access to such contracts.

IN WITNESS WHEREOF, Hospital and Physician have caused this Agreement to be fully executed and effective as of the date first set forth above.

HOSPITAL:
IMPERIAL VALLEY HEALTHCARE DISTRICT

By: _____ Date _____
Christopher R. Bjornberg

Chief Executive Officer

PHYSICIAN:

By: _____ Date _____
Dr. Lisa Bean

EXHIBIT A

INVOICE FORM

The following Services were provided by [_____], M.D (“Physician”) during the quarter of _____, 202__ to _____, 202__. Physician acknowledges and certifies that he is providing these Services pursuant to that certain MEC Professional Services Agreement by and between Imperial Valley Healthcare District, and Physician executed as of _____, 202__.

(Use as many sheets as necessary)

Physician acknowledges that he/she is not to exceed five (5) hours per quarter for Services.

<u>Date</u>	<u>Description of Professional Services Provided</u>	<u>Number of Hours</u>
Total Hours (maximum of 5 per quarter)		
= Total Compensation (\$694.50 per quarter)		\$694.50

I hereby certify the above statement to the best of my knowledge and belief; it is a true and complete statement.

Print Name

Signature

IMPERIAL VALLEY HEALTHCARE DISTRICT

BOARD MEETING DATE: May 28, 2026

SUBJECT:

Review and authorize property insurance coverage provided through broker, Alliant Insurance Services, Inc. (“Alliant”). Property insurance includes coverage for Property, Boiler & Machinery, Commercial Cyber Liability and Pollution.

BACKGROUND:

Pioneers Memorial Healthcare District, *now doing business as Imperial Valley Healthcare District (IVHD)*, has purchased coverage for Property, Boiler & Machinery, Commercial Cyber Liability and Pollution through the services of Alliant for many years. Alliant does extensive research and review of the Market to provide the most competitive and strongest policies. Like last coverage year, Alliant provided the bundle pricing to include Earthquake coverage through the same policy. (“Not to Exceed” premiums have been provided for 2026-27 coverage year.)

KEY ISSUES:

	<u>2026-27</u>	<u>2025-26</u>
Total Insured Values (Property):	\$310,510,151	\$295,104,604

CONTRACT VALUE: **Not to exceed \$985,368.90**
(Earthquake coverage premium consists of 41% or \$404,001.25 of premium)

CONTRACT TERM: One Year Agreement (July 1, 2026 – June 30, 2027)

BUDGETED: Yes

BUDGET CLASSIFICATION: Insurance

RESPONSIBLE ADMINISTRATOR: Carly Loper, CFO

DATE SUBMITTED TO LEGAL: 5-21-2026 **REVIEWED BY LEGAL:** Yes No

FIRST OR SECOND SUBMITTAL: 1st 2nd

RECOMMENDED ATION:

That the Board reviews and authorizes property insurance coverage provided through broker, Alliant Insurance Services, Inc. (“Alliant”), as outlined.

IMPERIAL VALLEY HEALTHCARE DISTRICT

BOARD MEETING DATE: May 28, 2026

SUBJECT:

Authorize the renewal of Healthcare Entity Comprehensive Liability (HCL) Coverage, Directors & Officers Liability Coverage and Automobile Coverage with BETA Risk Management Authority (“BETARMA”).

BACKGROUND:

Pioneers Memorial Healthcare District, *now doing business as Imperial Valley Healthcare District (IVHD)*, has purchased its general liability, malpractice, excess liability, directors & officer’s liability, and auto liability coverage through BETARMA since the inception of the Program. For the 2026/2027 contract year, BETA provided **preliminary** rates for the annual contributions as shown below.

KEY ISSUES:

	<u>2026/2027 rate</u>	<u>2025/2026 rate</u>
Auto	\$26,353	\$24,026
D&O	\$537,293	\$429,834
HCL	\$1,613,513	\$1,486,886
*HCL (combined for hospital, ER group and hospitalists group)		

CONTRACT VALUE: estimated \$2,177,159 annual contribution

CONTRACT TERM: One Year Term (July 1, 2026 – June 30, 2027)

BUDGETED: Yes

BUDGET CLASSIFICATION: Liability Insurance

RESPONSIBLE ADMINISTRATOR: Carly Loper, CFO

DATE SUBMITTED TO LEGAL: 5-21-2026 **REVIEWED BY LEGAL:** Yes No

FIRST OR SECOND SUBMITTAL: 1st 2nd

RECOMMENDED ACTION:

That the Board authorizes the renewal of Healthcare Entity Comprehensive Liability (HCL) Coverage, Directors & Officers Liability Coverage and Automobile Coverage with BETA Risk Management Authority (“BETARMA”), as outlined.

IMPERIAL VALLEY HEALTHCARE DISTRICT

BOARD MEETING DATE: May 28, 2026

SUBJECT:

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

BACKGROUND:

Pioneers Memorial Healthcare District, *now doing business as Imperial Valley Healthcare District (IVHD)*, has purchased its Workers' Compensation coverage through BETARMA since the inception of the Program. The Workers' Compensation proposal for the 2026/2027 coverage year also includes the skilled nursing facility, Pioneers Memorial Skilled Nursing Center.

KEY ISSUES:

Employers Liability:

Bodily Injury by Accident	\$2,000,000	Each Accident
Bodily Injury by Disease	\$2,000,000	Policy Limit
Bodily Injury by Disease	\$2,000,000	Each Employee

CONTRACT VALUE: \$2,051,049 annual contribution (to be paid in monthly installments)

CONTRACT TERM: One Year Term (July 1, 2026 – June 30, 2027)

BUDGETED: Yes

BUDGET CLASSIFICATION: Workers' Compensation Insurance

RESPONSIBLE ADMINISTRATOR: Carly Loper, CFO

DATE SUBMITTED TO LEGAL: 5-21-2026 **REVIEWED BY LEGAL:** Yes No

FIRST OR SECOND SUBMITTAL: 1st 2nd

RECOMMENDED ACTION:

That the Board authorizes the renewal of Workers' Compensation Coverage with BETA Risk Management Authority ("BETARMA") for coverage in the State of California, as outlined.



RENEWAL QUOTE FOR

Imperial Valley Healthcare District

Date May 20, 2026

Confidential Material - this document in its entirety is intended solely for the Imperial Valley Healthcare District. It should not be distributed to any third party, or published, in whole or in part, in any form or for any other purpose without the prior written consent of BETA_{RMA}.



BETA Healthcare Group

Our Expertise, Your Peace of Mind

BETA Healthcare Group has a long established and growing commitment to healthcare — it's all we do. As the largest professional liability insurer of hospitals on the West Coast providing liability and workers' compensation coverages, we offer solutions that combine distinctive product features, sophisticated underwriting, competitive pricing, and responsive claims and risk management services to meet an organization's needs as they grow and change.

Why BETA?

- Comprehensive suite of coverages designed for healthcare
- Innovative, sustainable patient and employee safety programs
- Expert, empathic, and responsive claims management
- Member designed and governed organization

Workers' Compensation And Employer's Liability Renewal Quote

May 21, 2026
Named Member: Imperial Valley Healthcare District

COVERAGE INFORMATION AND RENEWAL QUOTE TERMS

<i>Issuing Company</i>	BETA Risk Management Authority (BETA _{ARMA}); A.M. Best Company rating: A (Excellent); FSC VIII
<i>Coverage Type</i>	Workers' Compensation
<i>Transaction Type</i>	Renewal
<i>Estimated Annual Payroll</i>	\$71,417,567
<i>Estimated Annual Contribution</i>	\$2,051,049
<i>Contract Period</i>	July 01, 2026 at 12:01 a.m. to July 01, 2027 at 12:01 a.m.
<i>Payment Plan</i>	Monthly Installments

COVERAGE INFORMATION

Workers' Compensation California

EMPLOYERS LIABILITY

<i>Bodily Injury by Accident</i>	\$2,000,000 Each Accident
<i>Bodily Injury by Disease</i>	\$2,000,000 Policy Limit
<i>Bodily Injury by Disease</i>	\$2,000,000 Each Employee

DEDUCTIBLE/SELF INSURED RETENTION

<i>Deductible</i>	Nil
<i>Self Insured Retention</i>	Nil

REQUIRED INFORMATION TO BIND COVERAGE

- Written order to bind received by BETA_{ARMA} before July 1, 2026

DEPOSIT REQUIREMENT *(see Deposit Invoice)*

Deposit	\$0
Monthly Installment	\$170,920.75
Total	\$170,920.75

Please mail payments to:
BETA Healthcare Group
P.O. Box 500030
San Diego, CA 92150-0030

Please send ACH payments to:
Bank: **Zions Bancorporation, DBA California Bank & Trust**
Account name: **BETA Healthcare Group** Routing Number: **122232109**
Account number: **5801246801** Account type: **Checking**

Thank you for the opportunity to provide you this quote. This quote is based on the rating and underwriting information provided to date and can be subject to additional underwriting, pricing or rating considerations. Please note that contributions, fees and class code eligibility are subject to change based on a complete underwriting process. If coverage is bound, the policy will be subject to audit.

This quote may also be subject to a safety survey and compliance with its recommendations.

Quote is valid only through effective date noted above.

Confidential Material - this document in its entirety is intended solely for the Imperial Valley Healthcare District. It should not be distributed to any third party, or published, in whole or in part, in any form or for any other purpose without the prior written consent of BETA_{ARMA}.

Workers' Compensation And Employer's Liability Renewal Quote

ANNUALIZED RATE DEVELOPMENT							
State	Class Code	Description	Annual Estimated Payroll	Base Rate	Estimated Standard Contribution	Net Rate	Estimated Annual Contribution
CA	8834	Physicians Practices and Outpatient Clinics-all employees-including Clerical Office Employees and Clerical Telecommuter Employees	\$3,420,901	\$1.38	\$47,208	\$1.58	\$54,156
CA	9043	Hospitals-all employees-including Clerical Office Employees, Clerical Telecommuter Employees and Outside Salespersons	\$67,996,666	\$2.56	\$1,740,715	\$0.08	\$1,996,893
TOTAL			\$71,417,567		\$1,787,923		\$2,051,049

CA CONTRIBUTION DEVELOPMENT			Rating Period 07/01/2026 - 07/01/2027
Description			Contribution
Standard Contribution			\$1,787,923
Experience Modification		2.14	\$2,038,232
Modified Contribution			\$3,826,155
Contribution Adjustment *		(0.464)	(\$1,775,106)
Timely Reporting 2% Discount - Earned		Yes	
Subject Contribution			\$2,051,049
California Insurance Guarantee Association			Not Applicable
Workers' Compensation Administrative Revolving Fund		1.4958	\$30,680
Uninsured Employers Benefits Trust Fund		0.0956	\$1,961
Subsequent Injuries Trust Fund		2.0428	\$41,899
Occupational Safety and Health Fund		0.5678	\$11,645
Labor Enforcement and Compliance Fund		0.5301	\$10,873
Workers' Compensation Fraud Account		0.4590	\$9,415
Reverse Surcharges			(\$106,473)
ESTIMATED ANNUAL CONTRIBUTION TOTAL			\$2,051,049

WC Dividends			
Annual WC Dividend			\$0
<i>Dividend and Installment Information located on next page</i>			
Net WC Program Cost			\$2,051,049
CARE Fund			\$9,600

*Net Rate and Contribution Adjustment factors may be rounded

Confidential Material - this document in its entirety is intended solely for the Imperial Valley Healthcare District. It should not be distributed to any third party, or published, in whole or in part, in any form or for any other purpose without the prior written consent of BETA_{RMA}.

Workers' Compensation And Employer's Liability Renewal Quote

Annual WC Dividend: N/A

The July 1, 2026 renewal marks another year that BETA_{RMA} has returned dividends to its membership. The above referenced dividend amount is based on each Workers' Compensation (WC) member's contribution to the financial performance of BETA_{RMA}'s WC line of coverage dating back to when the member first joined the program. Years of membership and claims results relative to paid contributions determine the percentage allocation that each member receives from the annual dividend pool. If a member does not receive a dividend as noted by \$0 above, that means the member's loss ratio (incurred claims costs/contributions) is too high to qualify for this year's dividend or the member is new to BETA_{RMA} and is not eligible to receive a dividend this year.

Dividend Installments: The 2026 dividends listed above will be paid in two installments on October 1, 2026 and on April 1, 2027. For the Annual Dividend, each installment is contingent upon the named member renewing the Workers' Compensation (WC) coverage with BETA_{RMA} on July 1, 2026 and maintaining the coverage contract at the time a dividend payment is made.

CARE Program 2026/2027 estimate: \$9,600

BETA Risk Management Authority (BETA_{RMA}) will continue its CARE Program; Commitment - Accountability - Responsibility - Engagement during the 2026 Contract Year. The CARE program is designed to help our members improve their overall employee safety exposures, controls and performance through a reimbursement process aimed specifically at the most frequent causes of employee injuries within their organization. On an annual basis, your Risk Management and Employee Safety Consultant will partner with you to create a customized Service Plan that will help to maximize the benefit of your CARE Fund use.

Timely Reporting: To be eligible to receive the Timely Reporting credit, the median lag time for reporting claims to BETA during the previous calendar year is three (3) days or fewer.

BETA's Employee Safety and Wellness Initiative focuses on eight key loss prevention areas, or domains: Ergonomics, Fleet Safety and Mobile Ergonomics, Manual Material Handling, Stay at Work/Return to Work, Safe Patient Handling and Mobility, Slip, Trip and Fall Prevention, Worker Health and Well-Being, and Workplace Violence Prevention. Best practice strategies, outlined in the Employee Safety and Wellness Initiative Guideline, serve as the basis of BETA's incentive program designed to keep the workforce safe. In addition to promoting safe and responsible behavior, the initiative offers a significant return on investment which may favorably impact your experience modification (Ex-Mod) factor.

Confidential Material - this document in its entirety is intended solely for the Imperial Valley Healthcare District. It should not be distributed to any third party, or published, in whole or in part, in any form or for any other purpose without the prior written consent of BETA_{RMA}.

Workers' Compensation And Employer's Liability Renewal Quote

CONTRIBUTION AND BILLING

Policy Minimum Contribution 40% of bound Estimated Annual Contribution
Due at Binding Deposit: \$0 (see deposit invoice)
First Installment: \$170,920.75
Total amount due: \$170,920.75

<i>Proposed Billing Schedule</i>	<i>Due Date:</i>	<i>Amount:</i>
	07/01/2026	\$170,920.75
	08/01/2026	\$170,920.75
	09/01/2026	\$170,920.75
	10/01/2026	\$170,920.75
	11/01/2026	\$170,920.75
	12/01/2026	\$170,920.75
	01/01/2027	\$170,920.75
	02/01/2027	\$170,920.75
	03/01/2027	\$170,920.75
	04/01/2027	\$170,920.75
	05/01/2027	\$170,920.75
	06/01/2027	\$170,920.75

Note Monthly Contributions are due on the 1st of the month

General Conditions Acceptance of coverage is demonstrated through a written order to bind coverage and BETA_{RMA}'s receipt of the first installment by July 15, 2026. If the 1st installment and any applicable deposit are not received by the due date, it will be assumed that our offer of coverage was not accepted and any coverage in place may be cancelled by us.

Coverage does not include volunteers. If you would like a quote through our Volunteer Insurance Program, please contact us directly.

Coverage does not include employees who reside outside of the State of California. If you have employees permanently residing outside of the State of California and would like a quote for coverage, please contact us directly.

Blanket Waivers of Subrogation are included at no additional cost. If you require a Specific Waiver of Subrogation, please contact us directly. Specific Waivers of Subrogation will be provided at no additional cost.

By accepting the terms of this quote, you also agree to the following:

- Comply with BETA_{RMA} Employee Safety to develop a Service Plan and execute as agreed.
- Provide all relevant data related to the underwriting and claims administration on an as needed basis.
- Provide quarterly IRS 941 Forms and quarterly Productive Hours Form within 45 days post quarter close.

BETA_{RMA} reserves the right to re-rate based on a material change in projected exposure.

Confidential Material - this document in its entirety is intended solely for the Imperial Valley Healthcare District. It should not be distributed to any third party, or published, in whole or in part, in any form or for any other purpose without the prior written consent of BETA_{RMA}.

IMPERIAL VALLEY HEALTHCARE DISTRICT

BOARD MEETING DATE: May 2026

SUBJECT: Co-Applicant Documents for the Imperial Valley Health Centers

BACKGROUND: IVHD administration collectively with ECRMC administration began working on a project to establish a FQHC Look-alike (LAL) clinic. An FQHC LAL clinic requires the clinic to be compliant with all HRSA FQHC requirements for a minimum of six month prior to applying for HRSA FQHC LAL status.

KEY ISSUES: Documents for review

- Imperial Valley Health Centers Co-Applicant Board Bylaws
- Co-Applicant Agreement

CONTRACT VALUE: Not applicable

CONTRACT TERM: Not Applicable

BUDGETED: Not Applicable

BUDGET CLASSIFICATION: Clinics

RESPONSIBLE ADMINISTRATOR: Carly Zamora/Christoper R. Bjornberg

DATE SUBMITTED TO LEGAL: 05/2026 **REVIEWED BY LEGAL:** Yes No

FIRST OR SECOND SUBMITTAL: 1st 2nd

RECOMMENDED ACTION: Information Only

CO-APPLICANT AGREEMENT

This Co-Applicant Agreement (“Agreement”) is entered into by and between Imperial Valley Healthcare District (“IVHD”), a California healthcare district and Imperial Valley Health Centers Co-Applicant Board (“Health Center Board”), (hereinafter collectively referred to as “the Parties”), to codify the mutual understandings and agreements regarding the Parties’ collaborative operation and governance of a federally qualified health center (“FQHC”).

WHEREAS, IVHD is a California healthcare district that operates a health care system that includes, among other things, an ambulatory health center (the “Clinic”) that provides comprehensive primary and preventive health care and related services to medically underserved communities of Imperial County.

WHEREAS, IVHD is a public entity seeking designation of the Clinic as a federally qualified health center (“FQHC”) and federal grant funding pursuant to Section 330 of the Public Health Service Act, 42 U.S.C. §254b (“Section 330”), a program administered by the Health Resources and Services Administration (“HRSA”) within the United States Department of Health and Human Services (“DHHS”); and

WHEREAS, Health Center Board meets the board composition requirements of Section 330 and which will provide the required community-based governance for the Health Center, as defined below; and

WHEREAS, to promote the provision of comprehensive preventive and primary health services (including essential ancillary and enabling services) to medically underserved residents of Imperial County, regardless of the individual or families’ ability to pay, the Parties have agreed that the IVHD will apply to HRSA for Section 330 funding as a public entity and Health Center Board will operate as the “Co-Applicant” governing board, consistent with the requirements of Section 330, the law’s implementing regulations and the Program Expectations and policies of HRSA; and

WHEREAS, consistent with applicable Federal policies regarding public health centers, the Section 330-supported FQHC project to be operated by the IVHD in conjunction with the Health Center Board will collectively comprise the “Health Center”; and

WHEREAS, the Parties wish to set forth in this Agreement their respective responsibilities with respect to the governance and operation of the Health Center in accordance with applicable federal statutes, regulations and policies.

NOW THEREFORE, IVHD and Health Center Board agree as follows with respect to their responsibilities for the Health Center, provided that the effectiveness of this Agreement is contingent upon the award by HRSA of a Section 330 grant pursuant to the co-application submitted by the Parties:

1. Health Center Board's Role

1.1 Composition of Health Center Board. As set forth in Board's Bylaws, the composition of Health Center Board shall comply with the governing board composition and selection requirements of Section 330 and implementing regulations.

1.2 Governance Authorities and Responsibilities. Health Center Board shall exercise the following authorities and responsibilities of a Co-Applicant as set forth in Section 330, implementing regulations and policies. These authorities and responsibilities include:

(a) Establishing, adopting, and periodically updating the Health Center's health care policies, selection of services, including the scope and availability of services, location and hours of operation, and quality-of-care audit procedures;

(b) Final approval of the Health Center's annual operating and capital budgets, with the overall plan and budget prepared by IVHD with the Board's involvement, subject to the concurrence of IVHD as described in Section 2.1(a) of this Agreement;

(c) Selecting, annually evaluating, and dismissing of the Health Center's Executive Director, as more specifically addressed in Section 1.3 of this Agreement;

(d) Evaluating the Health Center's activities, including service utilization patterns, productivity, patient satisfaction, achievement of program objectives, and development of a process for hearing and resolving patient complaints;

(e) Approving the annual Section 330 grant application and related grant applications for the Health Center;

(f) In conjunction with IVHD as described in Section 2.1(e), assuring that the Health Center is operated in compliance with applicable Federal, State and local laws and regulations. Health Center Board shall provide IVHD with periodic reports regarding the Health Center's legal and regulatory compliance program. On at least an annual basis, the Board shall evaluate the Health Center's compliance activities and recommend, as necessary, the revision, restructuring, or updating of the Health Center's compliance program;

(g) Evaluating the Health Center's achievements at least annually and utilizing the knowledge gained thereby to revise the Health Center's goals, objectives, plan and budget as necessary and appropriate, including providing recommendations regarding the revision of the Health Center's goals, objectives and strategic plan;

(h) Evaluating itself periodically for efficiency, effectiveness, and compliance with all requirements imposed upon community health centers, as set forth in Section 330 of the Public Health Service Act, 42 U.S.C. §254b; and

(i) All other authorities and responsibilities except those specified in Section 2.1 of this Agreement, which are required by Section 330 and implementing regulations and policies to be vested in a Section 330-compliant governing board.

1.3 Selection, Evaluation, Dismissal and Duties of the Executive Director.

(a) Selection. IVHD and the Health Center Board shall be responsible for developing a position description for the Health Center Executive Director position. Except for the initial Executive Director appointed by IVHD and the Health Center Board, any subsequent or replacement Executive Director shall be selected by a nomination/search process which shall specifically include the formation by the Board of a search committee composed of representatives of the Health Center Board and IVHD, which will (i) review the qualifications and references of potential candidates, (ii) conduct initial interviews, and (iii) ultimately present a slate of no more than three mutually agreeable candidates to the Health Center Board for consideration. Either the Health Center Board or IVHD may propose candidates for the Executive Director position. The Health Center Board will interview each of the final candidates and select its choice for Executive Director. This selection shall be reported to the appropriate contact at IVHD who will then undertake such actions as necessary to hire the selected Executive Director as an employee of IVHD.

(b) Evaluation. The Executive Committee of the Health Center Board will meet annually to review the Executive Director performance. The report of the annual review shall be submitted to the full board of Director's for approval and to IVHD.

(c) Dismissal. The Health Center Board and IVHD will form a committee to develop and establish objective criteria for guiding a determination to dismiss the Executive Director from the position at the Health Center. These criteria will be submitted to the full Board for final approval and adoption. Any recommendation to dismiss, whether emanating from the Board or IVHD will require a documented determination by the Executive Committee of the Board that dismissal is warranted, based on the dismissal criteria adopted by the Board pursuant to this Section 1.3 of this Agreement. The Executive Committee shall submit its dismissal determination to the full Board for final approval. If the Board agrees, it will notify the appropriate contact at IVHD of such dismissal determination, and IVHD will take such actions as appropriate to effectuate such dismissal of the Executive Director from the Health Center position. IVHD will make any final decision as to whether to terminate its employment relationship with the dismissed Executive Director or reassign such individual to another position within IVHD.

(d) Duties. The Executive Director will be the chief executive of the Health Center and shall have responsibility for the general care, management, supervision, and direction of the Health Center's affairs in furtherance of applicable policies, procedures and programs established by the Health Center Board and IVHD. The Executive Director shall have the authority to employ, supervise, and discharge all Health Center staff personnel in accordance with applicable law, personnel policies and collective bargaining agreements. The Executive Director shall also have the authority to negotiate, execute and administer all contracts for goods and services as required for the operation of the Health Center, subject to the laws and

policies applicable to IVHD's procurement and purchasing, the budget approved for the Health Center, and the laws and policies applicable to IVHD administration of contracts.

1.4. Strategic Planning. On an annual basis in conjunction with, and subject to the concurrence of IVHD, as described in Section 2.2(g) of this Agreement, the Board shall conduct a strategic planning process based on (i) an assessment of the health care needs of the community served by the Health Center, (ii) the scope and capacity of other health care providers in the community, (iii) the resources available to the Health Center; and (iv) any policy changes that may be required to comply with such strategic plan.

2. IVHD's Role

2.1 Governance Authorities and Responsibilities. IVHD shall exercise certain responsibilities and authorities with respect to the Health Center. These authorities and responsibilities include:

(a) Approving, prior to submission to the Health Center Board for final approval pursuant to Section 1.2(a) of this Agreement, the Health Center's annual operating and capital budgets;

(b) Developing, adopting, and periodically updating policies for financial management practices, including a system to assure accountability for Health Center resources, provision of an annual audit, and long-range financial planning, in consultation with the Health Center Board;

(c) Subject to Section 1.3 of this Agreement regarding the Executive Director, developing, adopting, and periodically updating personnel policies and procedures which shall be applicable to all of the IVHD employees who are assigned to the Health Center, which policies and procedures shall set forth selection and dismissal procedures, salary and benefit scales and employee grievance procedures, and which shall meet all federal employment requirements including, but not limited to, equal employment opportunity, drug free workplace, and non-discrimination;

(d) Consistent with the provisions of Section 1.2(d) of this Agreement, developing and approving policies for billing and collection activities (including a policy for waiving or reducing fees), including a policy regarding determinations of eligibility for services, a schedule of charges, and a schedule of discounts off charges for services provided to uninsured and underinsured patients with annual incomes at or below 200% of the federal poverty level, and nominal fee policy for uninsured and underinsured patients with incomes less than or equal to 100% of the federal poverty level;

(e) In conjunction with the Health Center Board as described in Section 1.2(f) of this Agreement, assuring that the Health Center is operated in compliance with applicable Federal, State and local laws and regulations; and

2.2 Operational Responsibilities. IVHD shall have responsibility for the following operational responsibilities. Such operational responsibilities shall include but not be limited to:

(a) Applying for and maintaining all licenses, permits, certifications, and approvals necessary and appropriate for the operation of the Health Center;

(b) Receiving, managing and disbursing Section 330 grant funds and other Health Center revenues (including all funds received for services provided and all income otherwise generated by the Health Center, including fees, premiums, third-party reimbursements and other State and local operational funding (“Program Income”) consistent with the Health Center’s budget approved in accordance with this Agreement and only used for the Health Center program. IVHD shall not be required to disburse funds for any expenditure not authorized by a budget approved in accordance with this Agreement. IVHD shall seek and obtain Health Center Board prior written approval before implementing any material change in the Health Center’s approved budget. Health Center funds will be accounted for in an individual fund separate from general IVHD funds.

(c) Through, and under the direction of, the Health Center’s Executive Director, managing the day-to-day business affairs of the Health Center, includes, but not limited to:

(i) Directly employing or contracting for all necessary health care, managerial and administrative personnel as necessary to assure the provision of high-quality health care services to Health Center patients and otherwise ensure the effective and efficient operation of the Health Center; Clinicians hired by IVHD shall meet the credentialing and privileging requirements established for the Health Center; and

(ii) Managing and evaluating all Health Center staff and addressing all related employment matters, including providing for the removal and replacement of any and all Health Center staff, in accordance with applicable personnel policies.

(d) Developing and establishing management and internal control systems for the Health Center as are necessary to comply with Section 330 requirements and that are in accordance with sound financial management procedures, including:

(i) Maintaining a separate cost center for the Health Center within IVHD so that Health Center costs may be properly allocated and Health Center revenues may be properly disbursed;

(ii) Providing for an annual audit of the Health Center to determine, at a minimum, the fiscal integrity of financial transactions and reports and compliance with the terms of Section 330. The audit report will be submitted to the Health Center Board for its review. The audit report will provide an opinion on the scope of the audit, the fairness of the Health Center’s financial statements, and an evaluation of internal auditing controls;

(iii) Establishing billing and collection systems pursuant to which IVHD shall make every reasonable effort to bill and collect payment from patients in accordance with the fee schedule and schedule of discounts established in accordance with 42 C.F.R. § 51c.303 and other billing and collection policies developed in conjunction with the Board, as well as which make reasonable efforts to bill and collect payments from public and private third-party payors;

(iv) Implementing accounting procedures and controls in accordance with generally accepted accounting principles utilized in operating the Health Center, as well as the systems for the development, preparation, and safekeeping of records and books of account relating to the business and financial affairs of the Health Center; and

(v) Preparing and submitting cost reports, supporting data, and other materials required in connection with reimbursement under Medicare, Medicaid, and other third-party payment contracts and programs, in which the Health Center may from time to time participate.

(e) Preparing monthly Health Center financial reports for the Health Center Board, and maintaining and providing any other reports reasonably requested by the Board in order to enable the Health Center Board, as Co-Applicant, to fulfill its responsibilities for the Health Center.

(f) Billing and collection of payments for services rendered to individuals who are: (1) eligible for Federal, State or local public assistance; (2) eligible for payment by private third-party payors and (3) underinsured or uninsured and whose earnings fit the low-income criteria; and

(g) In conjunction with the Health Center Board, as described in Section 1.4 of this Agreement, developing and adopting an annual strategic plan.

(h) Unless otherwise stated in this Agreement, establishment of the Health Center's operational, management, and patient care policies including but not limited to policies related to:

(i) enforcement of standards mandated by State law, regulation or administrative guidance;

(ii) appointment and evaluation of medical and the assignment of staff privileges;

(iii) the maintenance of all equipment in safe and working order;

(iv) the maintenance and security of the Health Center;

(v) maintenance and security of medical records;

- (vi) incident reporting; and
- (vii) approval of written contracts and agreements.

3. **Mutual Obligations**

3.1. **Liaisons**. The Health Center's Executive Director (on behalf of Health Center Board) and IVHD's CEO or his or her designee (on behalf of IVHD) shall coordinate the Parties' efforts to meet their respective obligations under this Agreement and shall cooperate to communicate and to facilitate resolution of any issues between the Parties. Each shall be reasonably accessible and available for consultations regarding day-to-day operations of the Health Center; when requested, for meetings of the Parties' respective governing boards; and otherwise as is reasonably necessary.

3.2. **FQHC Look-Alike Benefits and Cost Reimbursement**. The Parties agree that the Section 330 grant funds and Health Center-related Program Income that may be generated by the Health Center shall be utilized to cover the costs and expenses that are incurred by the Health Center Program Project and be distributed to the Health Center Program project. Examples include but not limited to: FQHC Look Alike ("LAL") payments, 340B drug pricing.

3.3. **Quality Assurance**. The Health Center Board shall evaluate all quality assurance programs, clinical protocols, and medical standards developed and recommended by the Health Center's staff. Quality assurance reports shall be shared periodically between the Board and IVHD. The Executive Director shall, as appropriate, report to the Health Center Board on matters concerning the quality of the medical services provided through the Health Center.

3.4. **Third Party Affiliations**. Neither Party shall execute a merger, consolidation, or major structural or contractual affiliation with a third party affecting the Health Center without the prior written consent of the other Party. Provided, however, that to the extent the Health Center is required to establish appropriate collaboration arrangements with other local providers, neither Party shall unreasonably withhold its consent.

3.5. **Public Health Emergencies**. The Parties agree to collaborate regarding developing policies and protocols for the use of the Health Center's personnel and/or other resources in responding to public health emergencies or crises. As an element of this collaboration, IVHD will keep the Health Center Board informed regarding the county's emergency preparedness planning and related counties' budgetary processes for addressing such emergencies.

3.6. **Record Keeping and Reporting**

(a) Each Party shall maintain records, reports, supporting documents and all other relevant books, papers and other documents so as to enable the Parties to meet all Health Center-related reporting requirements, including the preparation of the financial status report ("FSR"), as well as other reports pertaining to the operation of the Health Center. Records shall be maintained for a period of four (4) years from the date this Agreement expires or is terminated. If an audit, litigation, or other action involving the records is started before the

end of the four (4) year period, the Parties agree to maintain the records until the end of the four (4) year period or until the audit, litigation, or other action is completed, whichever is later. The Parties shall make available to each other, DHHS and the Comptroller General of the United States, or any of their duly authorized representatives, upon appropriate notice, such financial systems, records, reports, books, documents, and papers as may be necessary for audit, examination, excerpt, transcription, and copy purposes, for as long as such systems, records, reports, books, documents, and papers are retained;

(b) Confidentiality. Subject to IVHD's obligations, if any, to make public its records in accordance with applicable State law, the Parties agree that all information, records, data, and data elements collected and maintained for the administration of this Agreement (in any form, including, but not limited to, written, oral, or contained on video tapes, audio tapes or computer diskettes or flash drives) shall be treated as confidential and proprietary information. Accordingly, each Party shall take all reasonable precautions to protect such information from unauthorized disclosure; however, nothing contained herein shall be construed to prohibit any Federal or other appropriate official from obtaining, reviewing, and auditing any information, record, data, and data element to which (s)he is lawfully entitled. The Parties (and their directors, officers, employees, agents, and contractors) shall maintain the privacy and confidentiality of all protected health information ("PHI") of the patients receiving care provided by the Health Center, in accordance with all applicable State and Federal laws and regulations, including the Health Insurance Portability and Accountability Act ("HIPAA");

(c) Medical Records. The Parties agree that IVHD, as the licensed operator of the Health Center, shall retain ownership of all medical records established and maintained relating to diagnosis and treatment of patients served through the Health Center.

3.7 Insurance. Subject to any applicable sovereign immunity exemption which may be invoked by IVHD under Section 3.7(g), IVHD shall procure and maintain (including the Health Center) such insurance policies, as may be applicable, for general liability, fidelity bonding and other insurance as may be customarily maintained, in the judgment of each Party, to insure such Party and its directors, officers, trustees, agents and employees against any liability or claims for damages arising by reason of any loss resulting from the negligence, fraud, or dishonesty of such Party and its directors, officers, trustees, agents and employees in connection with the performance of that Party's responsibilities under this Agreement. At a minimum, such insurance shall include:

(a) Professional Liability Insurance. Subject to any applicable sovereign immunity exemption which may be invoked by IVHD, IVHD shall ensure that the Health Center's health care practitioners secure and maintain, or cause to be secured and maintained, in full force and effect during the term of this Agreement, policies of professional liability (malpractice, errors, and omissions) insurance providing coverage in amounts consistent with prevailing standards or as agreed upon by the Parties against professional liabilities which may occur as a result of services provided by the Health Center under this Agreement. To the extent permitted by Federal law, in lieu of the professional liability insurance coverage specified, the Parties agree to apply for and secure, when applicable on behalf of the Health

Center, Health Center Board and all personnel employed (and, in certain circumstances, contracted) to provide services on behalf of the Health Center, Federal Tort Claims Act (FTCA) coverage for professional liability actions, claims, or proceedings arising out of any and all negligent acts or omissions committed in the course of providing health services through the Health Center to Health Center patients.

(b) Workers' Compensation Insurance. Subject to any applicable sovereign immunity exemption which may be invoked by IVHD, IVHD shall maintain, throughout the term of this Agreement, worker's compensation insurance or self-insurance for its Health Center employees and such other persons as required by law, as the same may be from time to time amended. IVHD shall require its subcontractors to provide Worker's Compensation Insurance for its employees in accordance with applicable law.

(c) General Liability and Property Damage Insurance. Subject to any applicable sovereign immunity exemption which may be invoked by IVHD, IVHD shall maintain general liability insurance or self-insurance (including but not limited to automobile and broad form contractual coverage) against bodily injury or death of any person, as well as insurance or self-insurance against liability for property damages, related to the Health Center and its facility.

(d) Directors and Officers Insurance. Subject to any applicable sovereign immunity exemption which may be invoked by the IVHD, each Party shall maintain, throughout the term of this Agreement and in amounts consistent with prevailing standards, directors and officers' insurance or self-insurance against liabilities and damages arising from the actions or omissions of the Health Center Board and/or IVHD.

(e) Policy Type. If any policy required by this section is written in a "claims made", as opposed to an "occurrence" form, the policyholder agrees to purchase, self-insure or otherwise make arrangements for a "tail" or extended disclosure period policy for all activities so insured during the course of this Agreement.

(f) Proof of Insurance. Each Party agrees to provide the other Party with a minimum of thirty (30) days' prior written notice in the event any of the insurance policies or self-insurance funds required are modified, revised, or canceled in whole or in part. Each Party shall, from time to time, upon reasonable request of the other Party, furnish such Party with written evidence that the policies of insurance required hereunder are in full force and effect and valid and existing in accordance with the provisions of this Agreement.

(g) Immunity. Nothing in this Agreement shall limit, or shall be deemed to limit, IVHD's right to the protections and limitations provided by statutes designed to protect and limit the exposure and liability of IVHD as a political subdivision or healthcare district of the State of California, including statutory immunity and statutory limitations on damages.

(h) Survival of Section 3.7. This Section 3.7 shall survive the termination of this Agreement without regard to the cause for termination.

3.8 Ownership of Property Acquired with Grant Funds. The provisions of 2 C.F.R Part 200 & 300 apply to tangible property acquired under this Agreement. The Parties agree that IVHD shall be the title holder of all property purchased with grant funds. Each Party shall further assure that all contracts executed for the Health Center are consistent with procurement standards contained in 2 C.F.R 200 and 300, as applicable.

3.9 Copyrightable Material. If any copyrightable material is developed under this Agreement, IVHD shall hold all right, title and interest to such material, provided that IVHD and each Party shall have a royalty-free, nonexclusive and irrevocable right to reproduce, publish, authorize others or otherwise use such material. Health Center Board will obtain IVHD's prior written approval to copyright any such material or to permit any third party to do so and must appropriately acknowledge in the materials DHHS' support.

4. Governing Law

4.1 Applicable Laws, Regulations and Policies. This Agreement shall be governed and construed in accordance with applicable Federal laws, regulations, and policies, including but not limited to: Section 330, its implementing regulations at 42 C.F.R. Part 51c, applicable HRSA policies (including, but not limited to, HRSA/HRSA Program Expectations), the DHHS Grants Policy Statement in effect as of the date the Agreement is executed, DHHS administrative regulations set forth in 2 C.F.R 200 & 300, and relevant Office of Management and Budget Circulars. In addition, each Party covenants to comply with all applicable laws, ordinances and codes of the State of California and local governments in the performance of the Agreement, including all licensing standards and applicable accreditation standards.

4.2 New HRSA Directives. The Health Center's Executive Director shall submit promptly to each Party any directives or policies that are received from the HRSA after execution of this Agreement and are pertinent to the Section 330 grant, and the Parties shall comply with such additional directives/policies, as applicable.

4.3 Non-Discrimination. Each Party agrees that it and its subcontractors, if any, will not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of his race, religion, color, sex, disability, national origin or ancestry.

5. Term

This Agreement shall remain in effect during the project period of any Section 330 grant award or federal designation that IVHD receives with Health Center Board as its Co-Applicant, unless terminated at an earlier date in accordance with the terms of Section 6 of this Agreement. Subject to any Federal and/or State regulatory approval which might be required to terminate the operation of the Health Center, nothing in this Agreement is intended to require, nor should be construed to require, that the Health Center remain in operation, or that Health Center Board apply for any grant funding, including continued Section 330 funding, for the Health Center.

6. Termination

6.1 Termination for Mutual Convenience or Without Cause. This Agreement may be terminated upon the mutual approval of the Parties, subject to Section 6.3. In addition, either party may terminate this Agreement without cause upon giving one hundred eighty (180) days written notice.

6.2 For Cause or Upon Change in Circumstances. This Agreement may be terminated upon not less than thirty (30) days' prior written notice to the other Party, in the following circumstances:

(a) By either Party if the Health Center's FQHC status (or its Section 330 grant) or FQHC LAL deeming designation is suspended, revoked or otherwise terminated, or upon the loss of any license, permit or other material authorization required by law or regulation for the operation of the Health Center;

(b) By either Party upon any substantive adverse change in the Federal laws or regulations governing FQHCs, including, without limitation, the method or amount of reimbursement;

(c) By either Party in the event of a material breach of the other Party and failure to cure within thirty (30) days after receiving written notice specifying the nature of the breach; or

(d) By IVHD if the Health Center's participation in Medicare, Medicaid or any other Federal, state or private insurance plan which materially impacts the Health Center's budget is barred, suspended, terminated or revoked.

6.3 Termination Contingent Upon HRSA Approval. With the exception of a termination for cause arising from the voluntary or involuntary loss of the Health Center's Section 330 grant or FQHC LAL designation, termination shall not become effective unless and until HRSA issues its written approval of such termination.

7. Dispute Resolution

The Parties shall first attempt to resolve any dispute arising under this Agreement by informal discussions between the Health Center Executive Director and the IVHD's CEO. In the event the Parties are unable to resolve the dispute through informal negotiations within a reasonable period of time of the commencement of such discussions (not to exceed thirty (30) days), the Parties shall attempt formal mediation, if they mutually agree to do so. If, after any such mediation, the Parties are still unable to resolve the dispute, or, if the Parties do not agree to attempt mediation, either Party may thereafter pursue any remedy available at law.

8. Notices

All notices permitted or required by this Agreement shall be deemed given when in writing and delivered personally or deposited in the United States Mail, first class postage prepaid, Certified and Return Receipt Requested, addressed to the other Party at the address set forth below, or such other address as the Party may designate in writing:

For: IMPERIAL VALLEY HEALTH CENTERS
Attn: Executive Director
1271 Ross Avenue
Suite E
El Centro, CA 92243

For: IMPERIAL VALLEY HEALTHCARE DISTRICT:
Attn: Chief Executive Officer
207 W. Legion Road
Brawley, CA 92227

9. Assignment

This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective transferees, successors and assigns; provided that neither Party shall have the right to assign, delegate or transfer this Agreement, or its rights and obligations hereunder, without the express prior written consent of the other Party.

10. Non-Severability

The provisions of this Agreement are not severable. In the event that any one or more provisions of this Agreement are deemed null, void, illegal or unenforceable, or should any part of this Agreement, as determined by DHHS or any other governmental authority, cause Health Center Board and IVHD (as Co-Applicants) not to comply with Section 330, the Parties agree to attempt to amend this Agreement as shall reasonably be necessary to achieve compliance. In the event that the Parties reach such an agreement, this Agreement shall be construed in all respects as if such invalid or unenforceable provisions have been omitted. In the event that no such amendments or agreements for amendments can reasonably be made, this Agreement shall immediately terminate.

11. Amendments

Any amendment to this Agreement shall be in writing and signed by both Parties. Except for the specific provision of this Agreement which thereby may be amended, this Agreement shall remain in full force and effect after such amendment.

12. Waiver

No provision of this Agreement shall be waived by any act, omission or knowledge of a Party or its agents or employees except by an instrument in writing expressly waiving such provision and signed by a duly authorized officer of the waiving Party.

13. Agency

Neither Party is, nor shall be deemed to be, an employee, agent, co-venturer or legal representative of the other Party for any purpose. Neither Party shall be entitled to enter into any contracts in the name of, or on behalf of the other Party, nor shall either Party be entitled to pledge the credit of the other Party in any way or hold itself out as having the authority to do so.

14. Third-Party Beneficiaries

None of the provisions of this Agreement shall be for the benefit of or enforceable by any third-party, including, without limitation, any creditor of either Party. No third-party shall obtain any right under any provision of this Agreement or shall by reason of any provisions make any claim relating to any debt, liability, obligation or otherwise against any Party to this Agreement.

15. Force Majeure

In the event either Party is unable to timely perform its obligations hereunder due to causes that are beyond its control, including, without limitation, strikes, riots, earthquakes, epidemics, war, fire, or any other general catastrophe or act of God, neither Party shall be liable to the other for any loss or damage resulting therefrom.

16. Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements, whether oral or written. No statements, promises or inducements made by a Party or by agents of either Party which are not contained in this Agreement shall be valid or binding.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

IMPERIAL VALLEY HEALTHCARE DISTRICT

By: _____

Print: _____

Title: Chief Executive Officer_____

Date: _____

IMPERIAL VALLEY HEALTH CENTERS

By: Julie Crothers

Print: Julie Crothers

Title: Board Chair

Date: 5/21/26

By: Laura Green

Print: Laura Green

Title: Executive Director

Date: 5/21/26

**IMPERIAL VALLEY HEALTH CENTERS
CO-APPLICANT BOARD**

**BOARD
BYLAWS**

Effective Date: April 20, 2026

Table of Contents

Introduction 3

Article I: Purpose 3

Article II: Responsibilities..... 4

Article III: Principal Office 5

Article IV: Fiscal Year 5

Article V: Limitations of Authority..... 5

Article VI: Board Composition..... 5

 Section 1: Membership 5

 Section 2: Additional Membership Qualifications6

 Section 3: Member Recruitment, Selection, and Ratification 7

 Section 4: Responsibilities and Rights of Members 8

Article VII: Term of Office..... 8

Article VIII: Removal and Resignation.....9

Article IX: Conflict of Interest.....9

Article X: Compensation.....10

Article XI: Meetings.....10

 Section 1: Regular Meetings 10

 Section 2: Conduct of Meetings..... 10

 Section 3: Open and Public..... 10

 Section 4: Notice, Agenda and Supportive Materials 10

 Section 5: Special Meetings; Annual Meetings..... 11

 Section 6: Quorum and Voting Requirements 11

Article XII: Officers..... 11

 Section 1: Eligibility 11

 Section 2: Nomination and Election..... 12

 Section 3: Appointment of Chair and Vice-Chair 12

 Section 4: Vacancies 12

 Section 5: Responsibilities..... 12

Article XIII: Committees 13

Article XIII: Amendments and Dissolution..... 13

Introduction

This body shall be known as the Imperial Valley Health Centers Co-Applicant Board and shall be hereafter referred to as the "Board" or "Governing board" as designated by the federal Health Resources & Services Administration ("HRSA"). The Board has been established in conjunction with a Co-Applicant Agreement with the Imperial Valley Healthcare District, a California healthcare district established pursuant to AB 918 (Health & Safety Code §23499.5, *et. seq.*) for the purpose of creating a body that meets the HRSA program board composition and authority requirements for a Federally Qualified Health Center ("FQHC"), and which provides the required community-based governance for a public FQHC, set forth in Section 330 of the Public Health Services Act. (42 U.S.C. 254(b)) ("Section 330"), its implementing regulations, and HRSA guidance, including Chapter 20 of the HRSA Health Center Program Compliance Manual (the "Compliance Manual") (collectively, the "Governance requirements"). The Board serves as the local co-applicant governing board required for public FQHC funding pursuant to the Public Health Services Act and its implementing regulations. Imperial Valley Healthcare District ("IVHD"), a public entity and California healthcare district, shall act as co-applicant with the Board.

Article I: Purpose

The Board provides the community-based governing board mandated by HRSA's Bureau of Primary Health Care ("BPHC") to establish an FQHC, named "Imperial Valley Health Centers" ("Health Center") by meeting the FQHC composition requirements and by exercising certain authorities and responsibilities respecting the Health Center, as particularly codified in the Co-Applicant Agreement entered into between IVHD and the Board.

The Board shall work cooperatively with IVHD, acting in its role as co- applicant public entity that operates the Health Center, to support and guide the Health Center in its mission:

Vision:

To be an exceptional health care center valued by the communities we serve and our patients, regardless of their ability to pay.

Mission:

To provide high quality, patient-focused, equitable healthcare to persons in Imperial County, including the medically underserved and uninsured.

Values:

Integrity • Excellence • Compassion • Respect

Article II: Responsibilities

The Board has specific responsibilities to meet the governance requirements and expectations of HRSA for a co-applicant board, while day-to-day operational and management and certain governance authorities for the Health Center reside with Imperial Valley Health Centers staff.

Consistent with the terms of the Co-Applicant Agreement, the Board shall have the following responsibilities and authorities related to the Health Center:

- A. Holding monthly meetings and maintaining a record of all official actions.
- B. Approving the annual Health Center's annual operating and capital budget; including any mid-year material changes to such budgets and monitoring the financial status of the Health Center.
- C. Periodically reviewing and approving the Health Center's health care policies concerning: (i) hours of operation; (ii) health services provided; (iii) quality-of-care audit and quality improvement procedures; (iv), the locations of the Health Center's sites; and (v) the process for hearing and resolving patient complaints
- D. Evaluating and approving the quality management policies and programs, including the Health Center's Annual Quality Improvement Plan developed and recommended by the staff of the Health Center.
- E. In conjunction with IVHD, periodically evaluating the Health Center's activities and achievements (including service utilization patterns, productivity, patient satisfaction, achievement of program objectives) and recommending revision of the Health Center's goals, objectives and strategic plan.
- F. In conjunction with the IVHD, ensuring compliance with federal, state, and local laws and regulations by evaluating the Health Center's compliance activities and recommending the revision, restructuring, or updating of the Health Center's compliance program.
- G. Adopting Bylaws and annually evaluating itself for compliance with the FQHC composition requirements, as well as its effectiveness in collaborating with IVHD in effectuating the terms of the Co-Applicant Agreement and exercising its authorities and responsibilities for the Health Center set forth in the Co-Applicant Agreement and these Bylaws.
- H. Approving the selection, annual performance evaluation, and dismissal of the Health Center's Project Director, consistent with the processes set forth in the Co-Applicant Agreement.
- I. In conjunction with IVHD, engaging in the long-term strategic planning activities for the Health Center, including regular review and updating of the Health Center's mission, goals, and plans, as appropriate.
- J. Approving HRSA applications related to the Health Center, including Section 330 grants and changes to the Health Center's HRSA scope of project.

- K. Approving the decision to subaward or subcontract for a substantial portion of the services provided by the Health Center
- L. Ensuring new board members are oriented and trained regarding the duties and responsibilities of being Board member, the relationship between the Board, IVHD and the Health Center, and related FQHC requirements, and satisfying the educational and training needs of existing members; and
- M. Reviewing the annual Health Center audit report and management letter performed by an independent auditor in accordance with federal audit requirements.
- N. No individual Board member shall act or speak for the Board except as may be specifically authorized by the Board. Board members (other than the Health Center's Executive Director) shall refrain from giving personal advice or directives to any staff of the Health Center.

Article III: Principal Office

The principal office for the Health Center shall be 1271 Ross Avenue, Suite E, El Centro, CA 92243.

Article IV: Fiscal Year

The Fiscal Year for the Health Center shall end on June 30 of each year.

Article V: Limitations of Authority

As codified in the Co-Applicant Agreement, the Board of IVHD shall maintain the authority to set general policy on fiscal and personnel matters pertaining to the Health Center, excluding the Board's approval of budgeting matters and selection, evaluation and dismissal of the Executive Director, as set forth herein.

Other than as specified in the Co-Applicant Agreement, IVHD shall retain all other governance and operational responsibility for the management of the financial and other affairs of the Health Center.

Article VI: BOARD Composition

Section 1: Membership

There shall be between nine (9) and thirteen (13) at large voting members of the Board and one *ex-officio* non-voting member.

A. Membership categories:

1. Board Members - Consumers:

- a. A majority of members of the Board (no less than 51%) shall be individuals who are served by the Health Center. This means an

individual who is a currently a registered patient who has accessed Health Center services in the past 24 months and received at least one service that generated a visit where both the service and the site where the service was received are within Health Center's HRSA-approved scope of project.

- b. As a group, the Consumer Board members shall reasonably represent individuals who are served by the Health Center in terms of demographic factors such as race, ethnicity gender, socioeconomic status, and age.
 - c. A legal guardian of a Consumer who is a dependent child or adult, or a legal sponsor of a Consumer who is an immigrant, may also be considered a Consumer for purposes of board representation.
2. Board Members - Community Members: The remaining non-Consumer members shall be representative of the general community in which the Health Center operates and shall be selected for their skills, expertise and perspectives in community affairs, finance, legal affairs, business or other commercial concerns.
 3. Board Representation of Health Center Populations. The Board shall include a Consumer or Community representative for any special population served by the Health Center for which the Health Center receives Section 330 special population funding (e.g., the homeless), which may include an advocate who has personally experienced being a member of or represent, or has expertise in or works closely with the special population (e.g., individuals experiencing homelessness).
 4. Ex Officio. The Health Center's Executive Director, or designee, shall serve as an *ex officio* non-voting member of the Board.

Section 2: Additional Membership Qualifications

- A. No more than half of the Community members may receive more than ten percent (10%) of his or her annual income from the health care industry (health care industry is understood to mean working in any community clinic or hospital providing health services to low-income residents of Imperial County).
- B. All members must work, reside in, or be associated with, Imperial County.
- C. No voting member of the Board shall be an employee or an immediate family member (i.e., spouse, child, parent, or sibling, [related by blood, adoption, or marriage]) to such an employee of IVHD or any IVHD Board officer.
- D. No voting member of the Board shall be an employee or an immediate family member (i.e., spouse, child, parent, or sibling, [related by blood, adoption, or marriage]) to such an employee of any other recipient of Public Health Services Act Section 330 funds (e.g., FQHC).
- E. No member shall have a financial, personal, or professional interest that would

constitute a conflict of interest with Board membership.

Section 3: Member Recruitment, Selection, and Ratification

A. Establishment of Board

The initial voting members of the Board were selected from among interested and qualified community members.

B. Continuation of Board

1. Member Recruitment

The Board (or a committee appointed for this purpose) develops a Recruitment Plan each year, to identify and recruit potential members that help fill existing and forecasted gaps in Board membership including regarding

- a. Member classifications (i.e., Consumer or Community),
- b. Populations represented on the Board,
- c. Member skills, experience and perspectives; and
- d. Segments of the community about which members have expertise.

The Recruitment Plan includes strategies designed to effectively reach targeted groups or classes of individuals.

Expiring Terms

- a. Terms end in April. Recruitment for soon to be expiring terms will begin by January so that candidate members can be considered and a new Board member approved prior to the end of the term.

Vacancies during Terms

- a. The Recruitment Plan may designate a period during which membership applications will be accepted and reviewed

2. Application Review

The application for Board membership and instructions for completing and submitting it—as well as information about the Health Center, the Board, and its role, as well as open seats and deadlines for application—are made widely available to possible members, including on the Health Center website.

- a. Nominations for membership of the Board may be submitted by anyone so long as the nominee meets the membership requirements of these Bylaws.
- b. Nominated individuals or other interested individuals must submit an application to provide the required information and to verify their interest and ability to serve as Board members.

- c. Applications are submitted to the Health Center's Executive Director (or designee) to verify that applicants meet individual Board membership requirements and assess how the applicant meets a need identified in the then-current Recruitment Plan. All applications are sent to the Executive Committee, with a document indicating whether the applications demonstrate that the candidate meets the membership requirements and the Recruitment Plan, and whether any provided references have been checked.
- d. The Executive Committee of the Board reviews the membership applications and may interview possible candidates. The Executive Committee will ultimately determine whether to recommend an individual for membership to the full Board and will notify the Executive Director of such a decision.

3. Approval of Board members

The Board may meet or interview an applicant recommended by the Executive Committee prior to voting on whether to approve the recommended candidate at a duly called meeting of the Board.

- B. Verification of Eligibility of Existing Board members. By December 31st of each calendar year, Health Center staff will verify existing Board members continuing eligibility for membership.

Section 4: Responsibilities and Rights of Members

A. All members must:

- 1. Attend all Board meetings, unless excused by the Chair.
- 2. Be subject to the conflict-of-interest rules applicable under the laws of the State of California relating to public entities.

- B. Members shall be entitled to receive agendas, minutes, and all other materials related to the Board, may vote at meetings of the Board, and may hold office and may chair Board committees.

Article VII: Term of Office

The term of office for Board members shall be for four (4) years. A member shall be limited to no more than four (4) consecutive terms of membership. The effective date of membership corresponds to the date of appointment.

Any elected member who has served four (4) consecutive, four (4) year terms shall not be eligible for re-election until one (1) year after the end of his or her fourth term. Election to fill a vacancy for less than three (3) years shall not be counted as service of a four (4) year term for this purpose. Unless terminated earlier in accordance with the Bylaws, members shall serve their designated term until their successors are elected and qualified.

Article VIII: Removal and Resignation

Any member may be removed whenever the best interests of the Health Center or the Board will be served. The member whose removal is placed in issue shall be given prior notice of their proposed removal, and a reasonable opportunity to appear and be heard at a meeting of the Board. A member may be removed pursuant to this section by a vote of two-thirds (2/3) of the total number of members then serving on the Board.

Continuous and frequent absences from the Board meetings, without reasonable excuse, shall be among the causes for removal. In the event that any member is absent without acceptable excuse from three (3) consecutive Board meetings or from four (4) meetings within a period of six (6) months, the Board shall automatically consider the removal of such person from the Board in accordance with the procedures outlined in this Article.

The Board will accept a written or emailed resignation of a Board member, or a verbal resignation if given during a full Board meeting. The Board Chair or designee will send an email or letter to the Board member confirming the resignation. Seven (7) days after receipt of the letter or email by the Board or seven (7) days after the meeting at which a verbal resignation was tendered, the resignation is deemed accepted.

Article IX: Conflict of Interest

A conflict of interest is a transaction with the Health Center in which a voting Board member has a direct or indirect actual or perceived interest in an action, which results or has the appearance of resulting in personal, organizational, or professional gain. Conflict of interest or the appearance of conflict of interest by voting Board members, employees, consultants and those who furnish goods or services to the Health Center must be declared. Board members are required to declare any potential conflicts of interest by completing a Conflict of Interest: Disclosure and Attestation Statement.

In situations when a conflict of interest may exist for a member, the member shall declare and explain the conflict of interest. No member of the Board shall engage in discussion about or vote on a topic where a conflict of interest exists for that member. In addition to the requirements imposed by these Bylaws, Board members shall also be subject to all applicable state and federal conflict of interest laws.

Article X: Compensation

Members of the Board shall serve without compensation from the Health Center. Travel and meal expenses by voting Board members when traveling out of Imperial County for Board business shall be reimbursable if approved in advance by the Board and the Executive Director.

Article XI: Meetings

Section 1: Regular Meetings

The Board shall meet monthly and maintain records/minutes that verify and document the actions and key deliberations of the Board. Where geography or other circumstances make in-person participation in board meetings burdensome, monthly meetings may be conducted by telephone or other means of electronic communication where all parties can both listen and speak to all other parties, subject to all meeting requirements of the Ralph M. Brown Act. ("Brown Act")

Section 2: Conduct of Meeting

The meeting shall be conducted in accordance with the most recent edition of Robert's Rules of Order, unless otherwise specified by these Bylaws.

Section 3: Open and Public

All meetings will be conducted in accordance with the provisions of the Brown Act, open public meeting law, as amended.

Section 4: Notice, Agenda and Supportive Materials

- A. Written notice of each regular meeting of the Board, specifying the time, place and agenda items, shall be sent to each member not less than seventy-two (72) hours prior to the meeting except as permitted by the Ralph M. Brown Act. Preparation of the agenda shall be the responsibility of the Chair in conjunction with the Executive Director, or his or her designee.
- B. The agenda of each regular meeting shall be posted at the Health Center and on the Health Center's website.
- C. Supportive materials for policy decisions to be voted upon shall be distributed to all members along with the agenda. If, on a rare occasion, such prior submission is precluded by time pressures, and if the urgency of a Board vote is established by the Chair of the Board, an item may be placed on the agenda although supporting materials are not available in time to be distributed. However, such material shall be available at the meeting.
- D. Items which qualify as an emergency can be added to the agenda pursuant to the Ralph M. Brown Act.

Section 5: Special Meetings; Annual Meeting.

- A. To hold a special meeting, advance notice of such a meeting shall be given.
- B. The Board shall hold an annual meeting during April, at such time and place as is established by the Board upon proper notice, for election of new members and officers, and for the transaction of such other businesses as may properly come before the Board. The annual meeting shall serve as the regular meeting for that

month. Notice of the annual meeting shall be given in writing (including email correspondence) by the Executive Director or his or her designee to each member not less than thirty (30) nor more than sixty (60) days prior to the date of such meeting.

Section 6: Quorum and Voting Requirements

- A. A quorum is necessary to conduct business, make recommendations, or approve items. A quorum shall be constituted by the presence of a majority of the appointed members of the Board.
- B. A majority vote of those Board members present and voting is required to take any action, except to adjourn for lack of a quorum.
- C. Each Board member shall be entitled to one (1) vote. Voting must be in person or telephonically; no proxy votes will be accepted.
- D. Board member attendance at all meetings shall be recorded. Members are responsible for signing the attendance sheet or requesting permission from the Board's Point of Contact to participate by telephone, teleconference software, or other means allowed under the Brown Act. The names of members attending shall be recorded in the official minutes. Where geography or other circumstances make monthly, in-person participation in board meetings burdensome, monthly meetings may be conducted by telephone or other means of electronic communication where all parties can both listen and speak to all other parties, as long as these are in compliance with the Brown Act. Attendance will be recorded by the Executive Director or his or her designee with a roll call and participation recorded in the official minutes.
- E. The Executive Director shall have direct administrative responsibility for the operation of the Health Center and shall attend, or assign a delegate in their absence to all meetings of the Board, but shall not be entitled to vote.

Article XII: Officers

Section 1: Eligibility

The Chair and Vice Chair shall be chosen from among the voting members of the Board. Members of the Board shall not be eligible for an officer position until they have served for at least six (6) months with the Board as an active, voting member. An active member is defined as a member who has attended all meetings, with the exception of up to two (2) excused absences, in the past six months.

Two additional members may be added to the Executive Committee, consistent with the above voting and attendance requirements.

Section 2: Nomination and Election

Initial selection of officers upon creation of the Board transpired at the same Board meeting following the adoption of the original Bylaws and shall not be subject to the six

(6) month requirement.

Henceforth, nominations for officers shall be made at the regular March meeting. A nominee may decline nomination.

Officers shall be elected annually by a majority vote of those members present and voting, as the first order of business at the April meeting of the Board.

Section 3: Appointment of Chair and Vice-Chair

Only members who have been an active, voting member of the Board for at least six (6) months are eligible to be appointed and serve as officers.

Officers shall be elected for a term of one (1) year, or any portion of an unexpired term thereof. A person shall be limited to no more than four (4) consecutive terms of office. Any elected officer who has served four (4) consecutive, one (1) year terms of office shall not be eligible for re-election until one (1) year after the end of his or her fourth term of office. This limitation of consecutive terms may be waived by a majority vote of the Board (with the officer in question recusing him or herself from the vote) if no other Board member is willing to serve in that office. A term of office for an officer shall start April 1, and shall terminate March 31, of the following year; however, an officer may serve after his or her term ends until a successor is elected.

Section 4: Vacancies

Vacancies created during the term of an officer shall be filled for the remaining portion of the term by special election by the Board, at a regular or special meeting in accordance with this Article.

Section 5: Responsibilities

The officers shall have such powers and shall perform such duties as from time to time shall be specified in these Bylaws or other directives of the Board.

A. Chair

The Chair shall preside over meetings of the Board, shall serve as Chair of the Executive Committee, and shall perform the other specific duties prescribed by these Bylaws or that may from time to time be prescribed by the Board.

B. Vice-Chair

The Vice Chair shall perform the duties of the Chair in the latter's absence and shall provide additional duties that may from time to time be prescribed by the Board.

Article XIII: Committees

The Board will appoint Ad Hoc Committees as needed. Except as otherwise decided by the Board, members shall be appointed by the Chair. Any member may be removed by the person or persons authorized to appoint

such members whenever in their judgment the best interest of the BOARD shall be served by their removal.

Article XIV: Amendments and Dissolution

A. Amendments

The Bylaws may be repealed or amended, or new Bylaws may be adopted at any meeting of the Board at which a quorum is present, by two-thirds (2/3) of those present and voting. At least fourteen (14) days written notice must be given to each member of the intention as to alter, amend, repeal, or to adopt new Bylaws at such meetings, as well as the written alteration, amendment or substitution proposed. Any revisions and amendments must be approved by the Board, except any revision that modifies or conflicts with the Co-Applicant Agreement which must be approved by the Board of IVHD.

B. Dissolution

Dissolution of the Board shall only be by affirmative vote of the Board and the Board of IVHD at duly scheduled meetings

Certification

These Bylaws were approved at a meeting of the board by a two-thirds (2/3) majority vote on April 20, 2026.

Signed copies available upon request,



Co-Applicant Board Chair

April 20, 2026
Date

IMPERIAL VALLEY HEALTHCARE DISTRICT

BOARD MEETING DATE: May, 2026

SUBJECT: Authorization to approve eighth amendment to the Professional Service Agreement for Rady’s Children’s Specialist of San Diego

BACKGROUND: This amendment is to the Professional service agreement to continue the service line in the hospital clinics.

KEY ISSUES: Rady will be compensated on an as-needed basis. Practitioners shall be compensated for per 3-hour session (Half Day) as listed in schedule 4.1. Change to fee schedule of 6% increase, Fourth change to fee schedule since initial agreement in 2020. Changes for the following:

- Otolaryngology from \$973.65 to \$1,032.07

CONTRACT VALUE: Compensation is based on coverage and depends on volumes, approximately \$25,000 annually.

CONTRACT TERM: 1 year

BUDGETED: Yes

BUDGET CLASSIFICATION: Professional Fees

RESPONSIBLE ADMINISTRATOR: Carly Zamora/Christopher R. Bjornberg

DATE SUBMITTED TO LEGAL: 5/2026 **REVIEWED BY LEGAL:** Yes No

FIRST OR SECOND SUBMITTAL: 1st 2nd

RECOMMENDED ACTION: Authorization to approve an amendment to the Professional Service Agreement for Rady’s Children’s Specialist of San Diego

Comp-01, Compliance Officer 8/2018

EIGHTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This Eighth AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this “**Amendment**”) is made and entered into as of July 1, 2026 (“**Amendment Date**”) by and between Imperial Valley Healthcare District, a California local health care district d/b/a Pioneers Memorial Hospital (“**District**”) and Rady Children's Hospital San Diego, a nonprofit public benefit corporation d/b/a Rady Children's Specialists of San Diego, A Medical Foundation, (“**RCSSD**”), each a “**Party**” and collectively as the “**Parties**.”

RECITALS

- A. District and RCSSD are parties to that certain Professional Services Agreement effective April 17, 2020, as amended by First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, and Seventh Amendment (collectively, the “**Agreement**”).
- B. Under the terms of the Existing Agreement, District engaged RCSSD to provide, and RCSSD provides, professional medical services (the “**Medical Services**”) at the District clinic location(s) designated by District in advance (as applicable, the “**Clinic**”).
- C. WHEREAS, pursuant to AB 918, Imperial Valley Healthcare District dissolved Pioneers Memorial Healthcare District effective January 21, 2025 and by law all contract obligations were transferred to Imperial Valley Healthcare District as the successor agency.
- D. District and RCSSD wish to update existing fee schedules to reflect negotiated changes in rates.
- E. District and RCSSD wish to extend the agreement for an additional year.
- F. Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Existing Agreement.

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

- 1. Schedule 4.1 is hereby deleted in its entirety and is replaced by the Schedule 4.1 attached hereto.
- 2. Term of the Agreement. Pursuant to section 5.1 of the Agreement, the term of the Agreement shall be renewed for an additional period of one (1) year beginning on the Amendment date specified above.
- 3. Effects of Amendment. Except as expressly set forth in this Amendment, the Agreement remains unchanged and in full force and effect. If any provision of the Agreement is inconsistent with the terms of this Amendment, the language of this Amendment shall control.
- 4. Counterparts. This Amendment may be executed in two or more counterparts, including by fax, email, or other customary electronic methods, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. The Parties expressly agree that signatures of the Parties delivered by electronic

facsimile, email .pdf and other customary electronic methods of delivery are acceptable for purpose of execution of this Agreement.

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

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

By: _____
Print Name:
Its: Chief Executive Officer

Rady Children's Hospital San Diego d/b/a
Rady Children's Specialists of San Diego, A
Medical Foundation

By: _____
Print Name: Charles B. Davis, M.D.
Its: Regional President Rady Children's
Hospital San Diego

Schedule 4.1

Fee Schedule

Pediatric Specialty	Fee per 3 hour session**
Pediatric Otolaryngology	\$1,032.07

**Such fees are based on an hourly rate multiplied by three for a 3 hour session. If in the future, the parties mutually agree that there is a need to increase sessions to 4 hour sessions, such fees shall be increased accordingly to the same hourly rate multiplied by four for a 4 hour session. The currently designated 3 hour blocks are 9:00 AM-12:00 PM, and 1:00 PM-4:00 PM, and any changes to those time blocks are subject to approval of the parties.

Commercial Payors: Notwithstanding the above, it is the intent of the parties that the Medical Services provided by RCSSD pursuant to this Agreement and compensated under the above Fee Schedule are for government payor patients only (not Commercial Payors). For Commercial Payor patients, RCSSD will submit the bill and collect for all Medical Services performed by RCSSD Physicians pursuant to this Agreement, which bill shall be submitted by RCSSD no later than five (5) days following the date on which District Provides the applicable billing information to RCSSD (or such earlier date as is required by the applicable Commercial Payor contract). All monies collected by RCSSD for such commercial bills will be paid to District no later than fifteen (15) business days following the beginning of each calendar month for business in the month prior and shall include an accounting and back-up documentation supporting such payment. As consideration for RCSSD's billing and collection activities, RCSSD shall retain from the Commercial Payor payment a fee of \$1,500 for each year ending June 30 (the "Commercial Payor Service Fee") (i.e. all Medical Services provided to the applicable patient on the day of service by RCSSD pursuant to this Agreement). The parties agree to evaluate this fee on an ongoing basis.

IMPERIAL VALLEY HEALTHCARE DISTRICT

BOARD MEETING DATE: May 2026

SUBJECT: Authorization to approve Medical Directorship agreement for Alidad Zadeh, D.O. at Imperial Valley Health Centers.

BACKGROUND: This agreement is for Medical Directorship for the Imperial Valley Health Centers per regulations.

KEY ISSUES: Physician will be compensated at a base compensation of (\$2000.00) per month.

CONTRACT VALUE: not to exceed \$24,000 annually.

CONTRACT TERM: 3 years

BUDGETED: NO- New Service Line

BUDGET CLASSIFICATION: Directorship/Professional Fees

RESPONSIBLE ADMINISTRATOR: Carly Zamora/Carly Loper

DATE SUBMITTED TO LEGAL: 5/2026 **REVIEWED BY LEGAL:** Yes No

FIRST OR SECOND SUBMITTAL: 1st 2nd

RECOMMENDED ACTION: Authorization to approve Intern Medical Directorship agreement for Alidad Zadeh, D.O. at the Imperial Valley Health Centers.



MEDICAL DIRECTOR AGREEMENT

THIS MEDICAL DIRECTOR AGREEMENT (the “**Agreement**”) is entered into and executed as of _____ (the “**Effective Date**”), by and between **Imperial Valley Healthcare District, dba Pioneers Memorial Hospital, a Local Healthcare District**, organized and existing in the State of California pursuant to the California Health and Safety Code, § 32000 *et seq.* (“**Hospital**”), ”), and ANZ Clinics, INC. (“**Corporation**”) a California Professional Corporation, which provides the services of Alidad Zadeh, D.O., an individual licensed to practice medicine in the State of California (“**Director**”). Director and Hospital are sometimes individually referred to hereafter as a “**Party**,” and collectively as “**Parties**.” Services are expected to begin on June 1st, 2026 (the “**Service Start Date**”).

RECITALS

- A. Hospital owns and operates a general acute care hospital located in Brawley, California and owns and operates various rural health clinics (“**RHCs**”), in Calexico, California and Brawley, California. By the Service Start Date, Hospital may also own and operate a second general acute hospital located in El Centro, California
- B. The **Health Centers** currently provide primary and specialty healthcare services through California-licensed Nurse Practitioners (“**NPs**”), Physician Assistants (“**PAs**”), and Physicians, who are independent contracts of Hospital.
- C. The NPs and PAs serving in the Health Centers require the oversight and assistance of a medical doctor licensed to practice medicine in the State of California, who can direct and oversee the medical operations of the Health Centers.
- D. Director is a California Licensed Physician (“**Physician**”), duly licensed to practice medicine in the State of California and is experienced and qualified to provide professional medical services at the Health Centers.
- E. Hospital desires to engage the Director to provide medical directors services for Primary Care components of the Health Centers.
- F. Director, having the requisite skills and background to provide the services sought herein, desires to enter into this Agreement with Hospital.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged it is mutually agreed as follows:

1. Medical Director Services. Medical Director shall act as medical director of the Primary Care components of the Health Centers and shall provide other professional services in accordance with the terms of this Agreement, and the Health Centers bylaws, policies, and procedures. Directorship services provided herein shall include the following:

a. Supervision and Oversight. Director will supervise and oversee the health services provided at the Health Centers as outlined in *Exhibit A* (“**Medical Director Duties**”) of this agreement. To facilitate the proper administration of this section and to assure the parties compliance with applicable state and federal law, Director shall complete and submit to Hospitals administrator on a monthly basis for the term of this Agreement, a time sheet (a copy of which is affixed to this Agreement as *Exhibit B* (“**Time and Activity Log**”) and is incorporated herein by this reference) by the 10th day of the month after services describing the services performed and the amount of time expended in the prior month.

b. Development of New Services. Director will assist Hospital in developing and implementing new services for the Health Centers as appropriate for the changing needs of the community it serves.

c. Accreditation. Director shall meet with Health Centers personnel to assure that the Health Centers’ practices meet or exceed current accreditation guidelines as related to the operation of the program at the Health Centers. Director shall further assist Health Centers personnel in preparing for surveys.

2. Director Availability and Reporting. Health Center hereby contracts with Director to act as its medical director of the Health Centers, in connection with the services furnished by Director hereunder. Should Director be unavailable due to vacation plans, continuing medical education, or for any other reason for a period of two (2) or more weeks during the term of this Agreement, Director shall assist the Hospital in finding an appropriate physician to assume the Director’s responsibilities set forth by this Agreement. This alternate physician shall be approved in writing, in advance, by the Hospital Administrator. To facilitate the proper administration of this section and to assure the parties compliance with applicable state and federal law, Director shall complete and submit to Hospitals administrator on a monthly basis for the term of this Agreement, a time sheet (a copy of which is affixed to this Agreement as *Exhibit A* (“**Time and Activity Log**”) and is incorporated herein by this reference) by the 10th day of the month after services describing the services performed and the amount of time expended in the prior month.

3. No Personal Use of Health Centers. Unless otherwise expressly agreed to in writing by Hospital, no part of the Health Centers premises shall be used at any time by Director as an office for personal use or for the private practice of medicine.

4. No Unauthorized Disclosure of Records. Director and Hospital agree to keep confidential and take all reasonable precautions to prevent the disclosure of records required to be prepared and/or maintained pursuant to this Agreement, unless such disclosure is authorized by patient or by law; provided, however, that to the extent required by 42 U.S.C.A. section 1395x(v)(1)(I) of Title II and any amendment thereto, revision or subsequent legislative enactment pertaining to the subject matter of said section, the parties agree to retain such records, and make them available for the appropriate governmental agencies, for a period of ten (10) years after the expiration of the termination of this agreement.

5. Establishment of Fees. The Hospital is solely responsible for establishing the fees for medical services.

6. Medical Director Compensation. Hospital shall pay Director according to the compensation schedule set forth in *Exhibit C* ("**Hours & Compensation**"). Hospital shall pay the compensation owed on or before the fifteenth (15th) day of each calendar month, for services provided by Practitioner during the immediately preceding calendar month; provided that Practitioner has delivered a visit record to Hospital in the form attached hereto as *Exhibit B* ("**Time Log**") on or before the fifth (5th) day of each calendar month for the immediately preceding calendar month.

7. Independent Contractor. Director is engaged as an independent contractor with Hospital in performing all work, duties, and obligations hereunder. Hospital shall not exercise any control or direction over the methods by which Director performs his work and functions, except that Director shall perform at all times in strict accordance with then currently approved methods and practices in Directors specialty. The Hospital's sole interest is to ensure that Director performs and renders services in a competent manner in accordance with medical and administrative standards. The parties expressly agree that no work, act, commission or omission of Director pursuant to the terms and conditions of this Agreement shall be construed to make or render Director an agent or servant of Hospital. Director shall not be entitled to receive vacation pay, sick leave, retirement benefits, Social Security, workers compensation, disability or unemployment insurance, or any other employee or pension benefit of any kind.

8. Insurance. Director shall provide and maintain current for the term of this Agreement, medical malpractice insurance as required by the Hospital Bylaws governing Hospital medical staff physicians in a minimum amount of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) annual aggregate. If the insurance coverage is "claims-made" rather than "occurrence-based", such coverage must be continued in the same amounts. However, if such coverage is terminated, Director shall at his expense provide Hospital with an extended reporting endorsement ("tail insurance") upon termination of this Agreement.

9. Term and Termination. The term of this Agreement shall be for three (3) years commencing on the Effective Date, unless terminated earlier as provided herein. This Agreement will automatically expire at the end of its current term unless extended in writing by mutual agreement of the parties neither party has any obligation to extend this Agreement beyond its current term.

a. Termination for Cause. Either Party may, for cause ("cause" being defined herein as a material breach of an obligation contained or set forth in this Agreement) terminate this Agreement, provided, however, that the breaching party has been provided with notice of the breach and has failed to cure said breach within fourteen (14) days of such notice.

b. Immediate Termination. The Hospital may terminate this Agreement immediately for the following reasons:

1. The revocation, restriction, suspension or termination of Director's license to practice medicine in the State of California.

2. Medical Director's malpractice insurance is cancelled, decreased or not renewed for any reason.

3. The attempted assignment or other unauthorized delegation of any of Director's duties or obligations hereunder.

4. The election of Director to file bankruptcy.

5. The revocation or suspension of Medical Staff privileges.

6. The failure of Director to provide the Directorship services.

7. The failure of Director to document his services in a form substantially similar to that in Exhibit B.

8. Medical Director's conviction of a felony crime or exclusion from participation in any state or federal health care program, including but not limited to Medicare or Medicaid.

9. Any material breach of this Agreement.

c. Early Termination Without Cause. Notwithstanding any other provisions of this Agreement, either party may terminate this Agreement for any reason with thirty (30) days advance written notice to the other party.

10. No Assignment by Director. Director shall not assign, sell, or transfer any rights conferred by this Agreement, without the prior written consent of Hospital.

11. Attorneys' Fees. The prevailing party in any legal action to enforce this Agreement shall be entitled to recover its costs and reasonable attorneys' fees in addition to any other relief granted.

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

13. Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each such provision shall be valid and enforceable to the fullest extent permitted by law. However, if either party in good faith determines that the finding of illegality or unenforceability adversely affects the material consideration for its performance under this Agreement, such party at its sole option may, by giving written notice to the other party, terminate this Agreement.

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

15. Applicable Law and Venue. This Agreement shall be governed by and construed interpreted and enforced in accordance with the laws of the State of California. The venue for any legal proceeding relating to, or arising out of, this Agreement shall be in the County of Imperial, State of California.

16. Access to Records. Hospital agrees that during normal business hours in accordance with state and federal law, and only to the extent required by state and federal law, Director shall have access to and the right to examine records which relate to any services provided under this Agreement for a period of not less than two (2) years following the termination or expiration of this agreement. Upon written request of Director, such access shall be extended with respect to any records which Director identifies as the actual or potential matter of investigation or litigation.

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

18. Compliance with Non-Discrimination Laws.

a. Non-Discrimination. During the performance of this Agreement, Director and his subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Director and his subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Director and his subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code,

Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Division 4, Subchapter 1, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990(a-f), set forth in California Code of Regulations, Title 2, Division 4, Chapter 5, are incorporated into this contract by reference as if duly set forth herein. Director and his subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Director shall include the nondiscrimination and compliance provisions of this Agreement in all subcontracts to perform work under this Agreement.

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

19. Access to Books and Records. Until the expiration of ten (10) years after the furnishing of any services pursuant to this Agreement, Director shall make available upon written request of the Secretary of the United States Department of Health and Human Departments or of the United States Comptroller General, or of any of their duly authorized representatives, this Agreement and such books, documents, and records of the Department as are necessary to certify the nature and the reasonable cost of services of the Hospital. If Director enters into an agreement with any related organization to provide services pursuant to this Agreement with a value or cost of ten thousand dollars (\$10,000) or more over a twelve (12) month period, such agreement shall contain a clause to the effect that until expiration of ten (10) years after the furnishing of services pursuant to such agreement, the related organization shall make available, upon written request, of the Secretary or to the Comptroller General, or of any of their duly authorized representatives, the agreement and any books, documents, and records of such organization that are necessary to verify the nature and extent of such costs. This Section shall be of no force and effect if it is not required by law. Ownership of all records, books, and documents remains with the Hospital.

20. Notices.

Any notice to be given to any party hereunder shall be deposited in the United States Mail, duly registered or certified, with return receipt requested, with postage thereon paid, and addressed to the party for which intended, at the following addresses, or to such other address or addresses as the parties may hereafter designate in writing to each other.

Hospital: Chief Executive Office
Pioneers Memorial Hospital
207 Legion Road
Brawley, CA 92227

Director: Alidad Zadeh, D.O.


21. Confidentiality; HIPAA.

- a. All records, files, proceedings and related information of Medical Director, Facility, and their providers pertaining to the evaluation and improvements of the quality of patient care at Facility shall be kept strictly confidential by Medical Director. Medical Director shall not voluntarily disclose such confidential information, either orally or in writing, except as expressly required by law or pursuant to written authorization by Facility. This provision shall survive the expiration and termination of this Agreement.
- b. Except as otherwise provided herein, any and all records relating to the Administrative Services and produced as a result of either party's performance under this Agreement shall be and remain the property of Facility.
- c. HIPAA. Director will comply with all confidentiality laws and requirements including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and California Civil Code Section 56.10 *et. seq.* as applicable.

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

23. General Interpretation. The terms of this Agreement have been negotiated by the parties hereto and the language used in this Agreement shall be the language chosen by the parties hereto to express their mutual intent. This Agreement shall be construed without regard to any proscription or rule requiring construction against the party causing such instrument or any portion thereof to be drafted. No rule of strict construction will be applied against any person.

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

25. Compliance with Disclosure Requirements of Hospital's Conflict of Interest Code. In accordance with the California Political Reform Act, the Hospital has promulgated its Conflict of Interest Code ("Code"). By executing this Agreement, Director is a contract physician for purposes of the Code and is required by law to make certain disclosures each year of the term of this Agreement on Form 700 Statement of Economic Interests ("Form"). Hospital will provide Director with this Form annually. Director agrees to complete and return this Form timely each

year as required by law. (Additional information can be obtained from the California Fair Political Practices Commission at (866) 275-3772 and www.fppc.ca.gov.)

26. Other Agreements between Director and Hospital. Hospital and Director may enter, or may have entered, into other agreements for services such as On-Call or Coverage Services Agreements. Such agreements are maintained in a contracts management system, and will be made available to any State or Federal entities that require access.

27. Compliance with Laws. Director shall comply with the policies and procedures of Hospital and the RHCs as may be in effect from time to time in his/her performance of the Medical Director Services. Director shall comply with all applicable laws, rules and regulations of all governmental authorities and accrediting agencies having jurisdiction over Facility, physicians, and/or this Agreement including all professional licensure and reimbursement laws, regulations and policies in his performance of the Medical Director Services.

28. Anti-Referral Laws. Nothing in this Agreement, or any other written or oral agreement, or any consideration in connection with this Agreement contemplates or requires the admission or referral of any patient to the RHCs. This Agreement is not intended to influence Director's judgment in choosing the proper care and treatment of patients.

IN WITNESS WHEREOF, the parties have fully executed this Agreement effective on the date first written above.

PIONEERS MEMORIAL HEALTHCARE DISTRICT:

By _____
Christopher R. Bjornberg

Date _____

DIRECTOR:

Alidad Zadeh, D.O.

Date _____

CORPORATION:

ANZ Clinics, INC.
Owner

Date _____

EXHIBIT A

MEDICAL DIRECTOR SERVICES

Director shall provide the following services, which include, but are not limited to, the following:

- 1) Supervision and oversight of health services provided by the health care staff
- 2) Provide medical direction and oversight of the mid-level providers by being present or available via phone to the Health Centers at minimum every week for a minimum of 3 hours.
- 3) Ensures the annual review of practice guidelines/protocols designed to promote quality, safe and appropriate Urology patient care.
- 4) Leads the process to ensure provider quality via review of medical records, peer review, evaluation of operations and co-signing of medical records, if required, in accordance with California State regulations.
- 5) Is actively involved with department leadership in resolving patient grievances and complaints within the scope of the Health Centers Services.
- 6) Assists in the development of patient care policies and guidelines.
- 7) Attends monthly Board meetings.
- 8) Is actively involved in the continuous development of the program's EHR (electronic health record) system and the functionality available to improve patient outcomes.
- 9) Supports department leadership in ensuring proper use of the EHR by providers including the provider's compliance with documentation and billing standards/timelines.
- 10) Assists department leadership as needed with medical staff scheduling for the program
- 11) Oversees, recommends, and approves ongoing education for program providers.
- 12) Director shall be available to department providers and department leadership for consultation, assistance with urgent issues and other instances where program operation warrants the Director's intervention/participation.
- 13) Participate in meetings with department leadership to review operational considerations such as productivity, strategic initiatives, financial performance and staff development/concerns.
- 14) Be available (in person or by telephone) to prepare necessary medical orders and give emergency advice and assistance when needed.

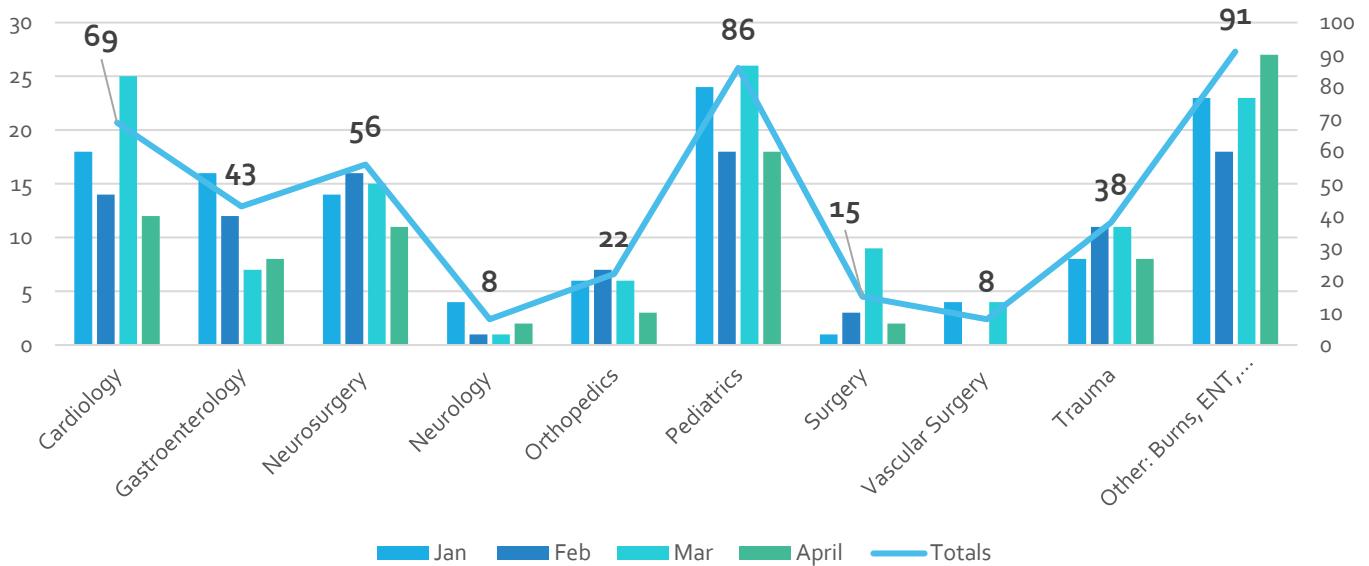
EXHIBIT C
Hours & Compensation

Hospital shall pay the Director an annual salary of eighteen thousand dollars (\$24,000), which shall be paid in monthly installments of \$2,000 per month.

Hospital anticipates that Director shall work, on average, ten (14) hours per month providing directorship duties pursuant to this agreement.

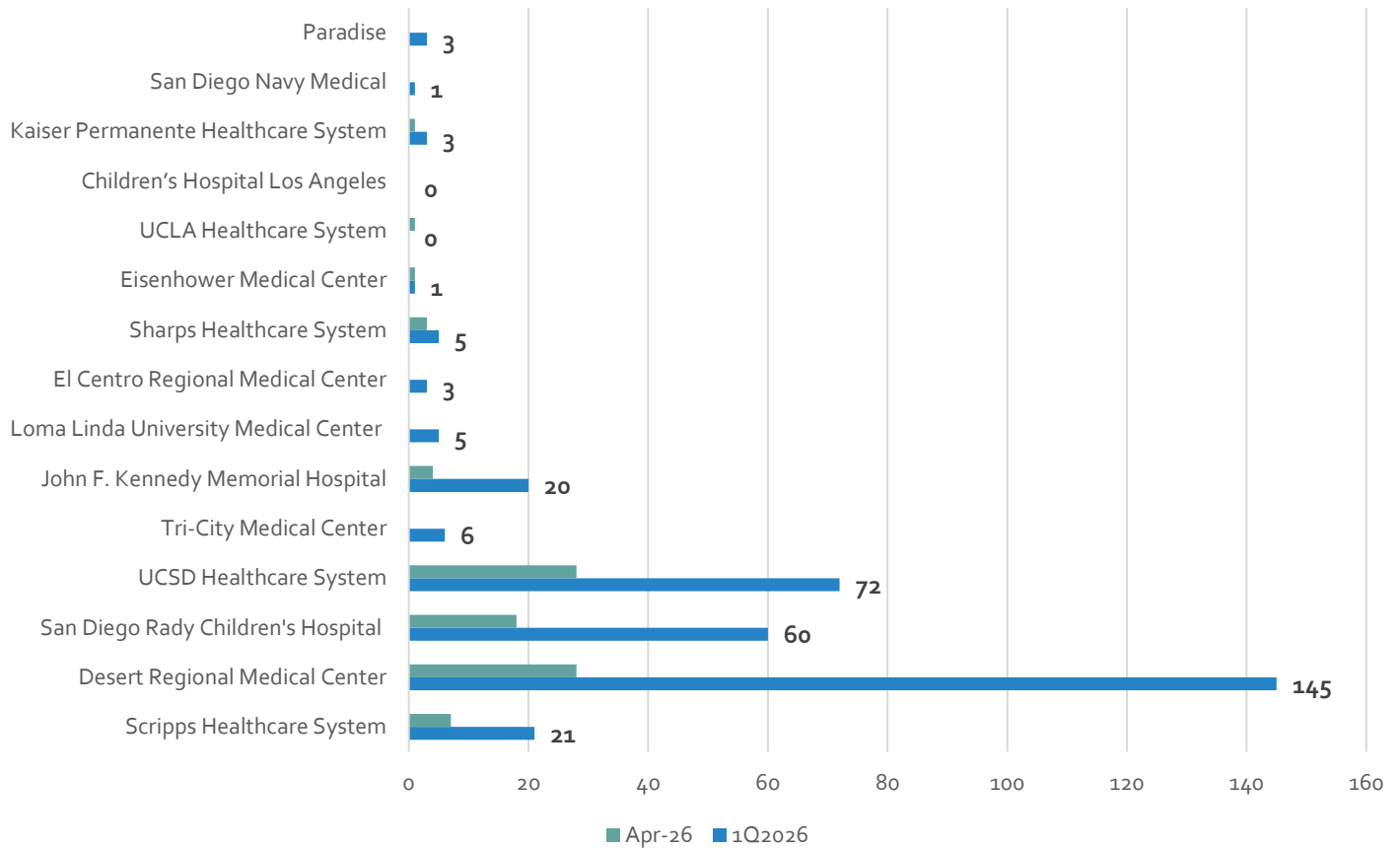
Board of Directors Meeting – Chief Nursing Officer Report May 2026

Transfers by Specialty Service Type
January through April 2026



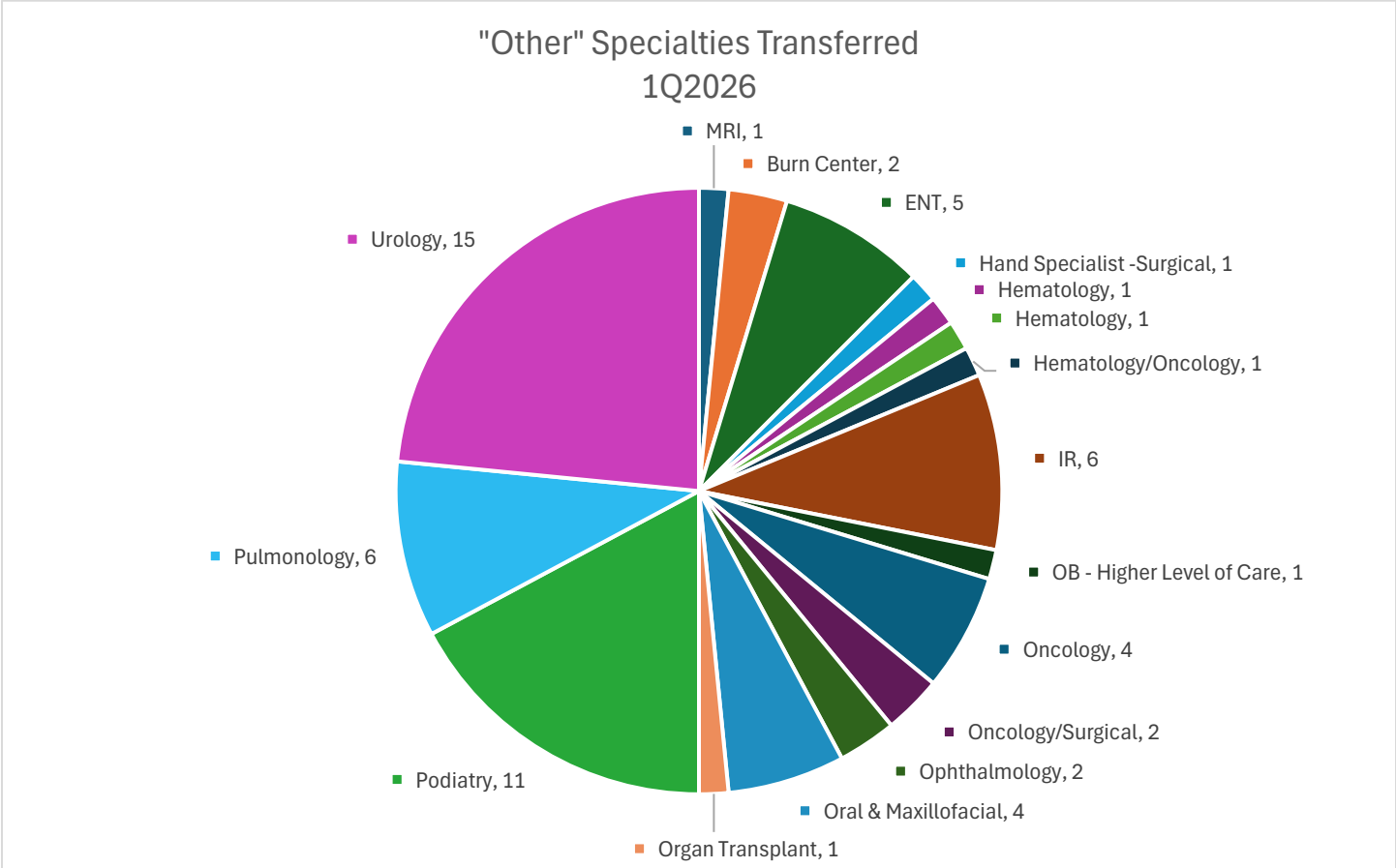
Specialty	1Q2025	2Q2025	3Q2025	4Q2025	1Q2026	April 2026
Cardiology	48	36	51	45	57	12
Gastroenterology	55	64	62	42	35	8
Neurosurgery	50	30	52	43	45	11
Neurology	12	7	14	13	6	2
Orthopedic	12	13	15	41	19	3
Pediatrics	51	43	44	70	68	18
Surgery	12	4	16	10	13	2
Vascular Surgery	6	9	9	5	8	0
Trauma	29	21	12	34	30	8
Other: Burns, ENT, Oncology, Ophthalmology, Podiatry, Urology	60	78	84	74	64	27
Totals	335	305	359	377	345	91

Transfers by Accepting Facility



Accepting Facility	1Q2025	2Q2025	3Q2025	4Q2025	1Q2026	April 2026	Totals
Scripps Healthcare System	119	140	65	27	21	7	28
Desert Regional Medical Center	116	89	152	169	145	28	173
San Diego Rady Children's Hospital	47	41	44	64	60	18	78
UCSD Healthcare System	15	22	67	73	72	28	100
Tri-City Medical Center	10	3	2	10	6	0	6
John F. Kennedy Memorial Hospital	7	4	5	14	20	4	24
Loma Linda University Medical Center	5	1	0	7	5	0	5
El Centro Regional Medical Center	5	1	9	5	3	0	3
Sharps Healthcare System	4	0	10	3	5	3	8
Eisenhower Medical Center	3	1	2	2	1	1	2
Riverside Medical Center	3	0	1	2	0	0	0
Banner University Medical Center Phoenix	1	0	0	0	0	0	0
Hospital Americano	0	1	0	0	0	0	0
UCLA Healthcare System	0	1	1	0	0	1	1
Children's Hospital Los Angeles	0	1	0	0	0	0	0
Kaiser Permanente Healthcare System	0	0	1	1	3	1	4
San Diego Navy Medical	0	0	0	0	1	0	1
Paradise	0	0	0	0	3	0	3
Total	335	305	359	377	345	91	436

Board of Directors Meeting – Chief Nursing Officer Report
May 2026



From January through April of 2026, the Emergency Department recorded 16,775 visits of these, 436 (2.59%) resulted in transfers to other facilities. The most frequently transferred specialties included Neurology/Neurosurgery, Gastroenterology, Cardiology, and Pediatrics. There were 23 cases transferred categorized as "Other"

In April 2026, ECRMC submitted 2 transfer requests: 1 Pediatrics and 1 Obstetrics; the obstetrics case was accepted. The Pediatrics case was later discharged home.

There was a total of 73 inpatient transfers out of our facility during 1st Quarter. 30 inpatient cases were transferred out of our facility in the month of April.

Staffing:

	New Hires	In Orientation	FT to PD status	Resignation	Open Positions
Medical Surgical	3 RNs 2 CNAs	3	0	0	0
Intensive Care Unit	1	1	0	0	1
Pediatrics	0	0	0	0	0
Emergency Department	0	5 RNs 1 ED Technician	0	0	1
Perioperative Services	0	3 Circulator RNs 1 PACU RN	1	0	2 PD circulators 1 supply chain technician 1 SPD Technician
Perinatal Services	1	2	0	2	0
NICU	0	2	0	0	1
Case Management	0	0	0	0	3
Total	7	18	1	2	10

Travelers:

- (0) Labor and Delivery Nurses – Pending 4
- (2) Neonatal Intensive Care Unit – Contracts end 6/5 and 6/27

Notable Updates:

Nursing Administration:

- TJC accreditation Survey
 - May 12th through May 14th great success
- Graduating Nurses Mixer was held on May 22, 2026 – Interviews for candidates to follow
- Attended a 2-day online conference for Magnet Designation
- Developed a Transfer Policy for ECRM/PMH
- School Affiliation Agreements
 - Point Loma Nazarene University Clinical Experience
 - Honor Health Sciences Clinical Experience
 - Imperial Valley College Clinical Experience

Barcode Code Medication Administration:

BCMA						
2025 Average	1Q2025	2Q2025	3Q2025	4Q2025	1Q2026	April 2026
91.55%	87.68%	91.67%	92.56%	94.30%	93.56%	94.64%

Patient Experience – Month of October 2025

HCAHPS									
	Score Goal	Percentile Rank Goal	2025	1Q2025	2Q2025	3Q2025	4Q2025	1Q2026	April
Likelihood to Recommend	78.54%	76	76.57%	N/A	75%	75.57%	78.21%	73.68%	74.42%
Overall			66.90%	66.70%	62.80%	69.26%	68.83%	68.94%	68.30%
Communication With Nurses			81%	80%	76.67%	77.13%	83.31	81.67%	84.31%
Communication With Doctors			83%	81%	76.67%	80.87%	86.05%	84.08%	82.96%

*N/A Data for Likelihood to recommend for 1Q25 are not available due to conversion from NRC Health to Press Ganey



Board of Directors Meeting – Chief Nursing Officer Report May 2026

Patient Safety Indicators

Patient Safety Indicators							
	Benchmark	2025	1Q2025	2Q2025	3Q2025	4Q2025	1Q2026
Pressure Ulcers (PUs) Per 1000 Patient Days	≤ 2	2.63	4.13	2.81	1.85	1.76	2.4
Falls Per 1000 Patient Days	≤ 2	2.15	2.79	2.88	2.09	1.44	1.58

Emergency Department:

2025 ED Throughput Metrics								
INDICATOR	GOAL	2025	1Q2025	2Q2025	3Q2025	4Q2025	1Q2026	April 2026
Average Daily Visits	>125 Visits	131	137	127	124	133	150	128
Median Time to Triage	<10 Min	8 min	10 min	8 min	8 min	7 min	9 min	8 min
Average Length of Stay for Discharged Patients	<180 Min	182 min	190 min	184 min	182 min	174 min	181 min	181 min
Average Length of Stay for all Patients	<160 Min	196 min	205 min	201 min	199 min	187 min	195 min	199 min
Average Length of Stay for all Transfers	<160 Min	474 min	511 min	511 min	461 min	412 min	453 min	401 min
Average Left Against Medical Advice (AMA)							0.88% (41)	1.07% (43)
Left without Being Seen (LWBS)							1.38% (64)	1% (40)

Medical Surgical Department:

Inpatient Throughput								
INDICATOR	GOAL	2025	1Q2025	2Q2025	3Q2025	4Q2025	1Q2026	APR 2026
Time of Orders Written to Head in Bed	120 min	164 min	220 min	138 min	142 min	151 min	223 min	157 min

Perioperative Services:

	Goal	2025	1Q2025	2Q2025	3Q 2025	4Q 2025	1Q 2026	APR 2026
Case Volumes Including Robotics	90%	4,729	990	954	1,004	943	775	386
Robotics	N/A	234	42	53	82	57	14	20
						Jan 2026	Feb 2026	March 2026
Average Block Time Utilization						58.7%	62%	60.6%

Case Management:

Indicator		Goal	2025	1Q2025	2Q2025	3Q2025	4Q2025	1Q2026	APRIL 2026
ADC	Average Daily Census		51	49	50	51	51	60	55
Acute LOS	Average Length of Stay (Actual)	<4.0	3.30	3.11	2.83	3.85	3.42	4.32	4.16
CMI	Case Mix Index (Acute)	>1.40	1.47	1.39	1.32	1.69	1.48	1.517	1.540
Observation	Total Observation Cases- DC		29	27	28	25	27	29	32
	Observation Days-DC		31.5	35	36	30	33	36	41
Readmissions	All-Cause Hospital-Wide Readmissions (HWR)	<10	4.57	4.55	4.07	4.13	5.53	5.15	5.957

Perinatal Department:

Perinatal Services				
	JAN 2026	FEB 2026	MARCH 2026	APR 2026
Deliveries	142	128	146	135
Vaginal	88	83	103	91
Primary C-Section	20	19	18	26
Secondary C-Section	34	26	25	18
Non-Stress Tests	140	204	208	213
OB Triages	276	239	262	302

- A triage system that is based on a severity index was implemented – May 18th

NICU & Pediatrics:

- Developing a corrective action plan for CDPH finding of expired supplies within NICU crash cart
- Held a skills fair for NICU nurses 5/20/26
- Cross training for NICU and Pediatrics nurses

Quality:

- **Grievances –**
 - There were 32 grievances reported during 1st quarter, representing a 15.8% decrease from 4th quarter (38 grievances). The most common grievance categories involved employee conduct such as perceived rudeness, attitude, and inattentiveness, as well as concerns related to physician care, communication gaps, and the overall perception of care.
- **Quality Review Reports:**
 - There were 403 events reported during 1st quarter, reflecting a 6.1% increase from 4th. Cases may be substantiated or unsubstantiated. The most frequently reported events involved falls, medication related incidents, and skin integrity issues.

REPORT DATE	MONTHLY STATUS REPORT	PREPARED BY
Date: April 2026 Activity	Chief of Clinic Operations	Carly Zamora, MSN, RN

2026 IVHD/PMH AMBULATORY DIVISION RHC ACTIVITIES/UPDATES

PROJECT/ISSUE	PERCENT COMPLETE	EXPENSE TO DATE	ACTION/NOTES
IVHD Transition	Ongoing	N/A	Bi-Weekly Meetings Ongoing with Directors and Managers at all RHC locations (PMH and ECRMC Locations)
Staffing:	Ongoing	N/A	1 FT RN (Women's Health)
Quality Measures	Ongoing	N/A	Providing Training to Staff and Providers
Stats			

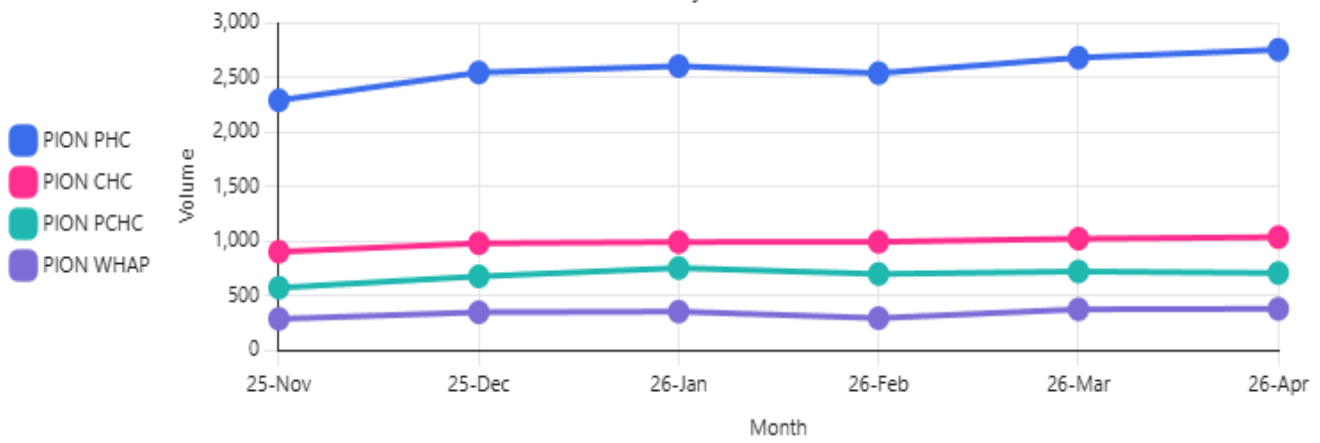
Patient Visits			
Clinic	Last Month	This Month	Variance
Pioneers Health Center	2684	2757	73.00
Calexico Health Center	1023	1037	14.00
Pioneers Children's Health Center	722	708	14.00
Women's Health Center	375	379	4.00

No Show Rate			
Clinic	Last Month	This Month	Variance
Pioneers Health Center	15.1%	15.4%	0.3%
Calexico Health Center	17.0%	17.6%	0.6%
Pioneers Children's Health Center	14.7%	16.6%	1.9%
Women's Health Center	18.7%	17.7%	-1.0%

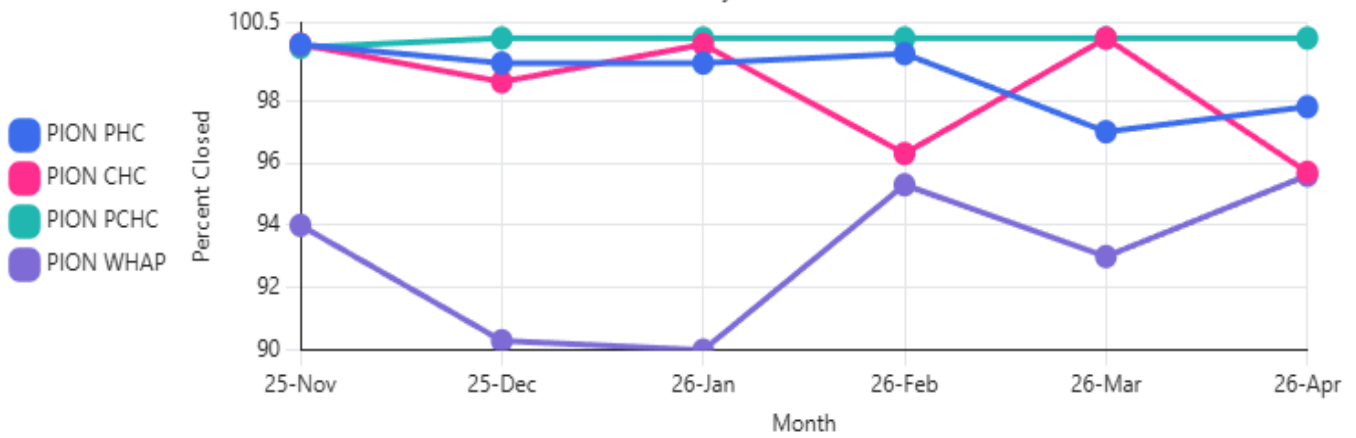
Closed Notes			
Clinic	Last Month	This Month	Variance
Pioneers Health Center	97%	98%	1%
Calexico Health Center	100%	96%	4%
Pioneers Children's Health Center	100%	100%	0%
Women's Health Center	93%	96%	3%

Patient Satisfaction - Top Box Score			
Clinic	FY26 Q1	FY26 Q2	FY26 Q3
Pioneers Health Center	Data	Data	Data
Pioneers Health Center	Pending	Pending	Pending
Calexico Health Center	Data	Data	Data
Calexico Health Center	Pending	Pending	Pending
Pioneers Children's Health Center	Data	Data	Data
Pioneers Children's Health Center	Pending	Pending	Pending
Women's Health Center	Data	Data	Data
Women's Health Center	Pending	Pending	Pending

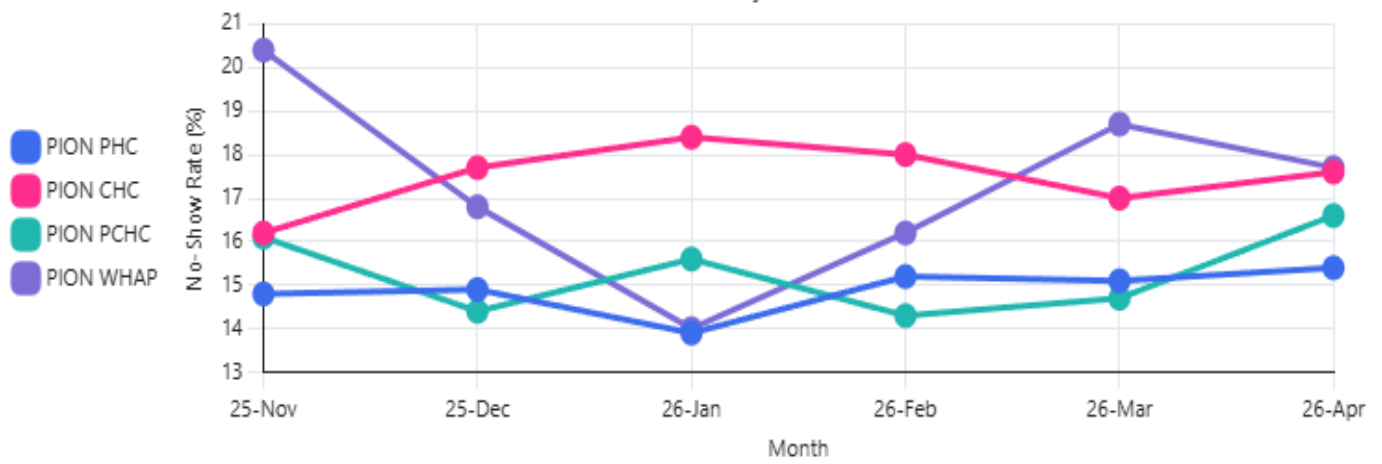
Clinic Volumes by Month



% Closed Notes by Clinic



No-Show Visit Rate by Clinic

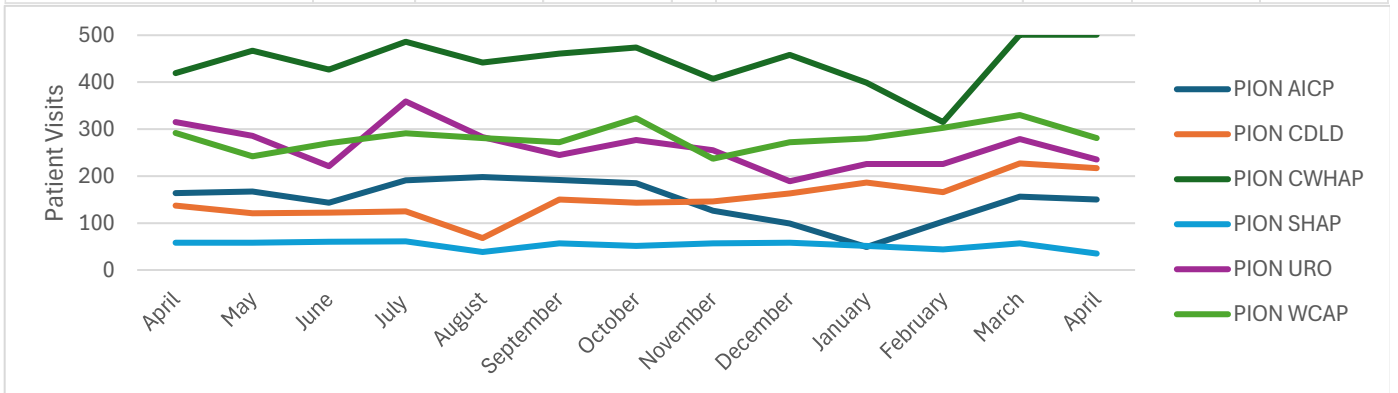


2026 IVHD/PMH AMBULATORY DIVISION OPD SPECIALITY CLINIC ACTIVITIES/UPDATES

PROJECT/ISSUE	PERCENT COMPLETE	EXPENSE TO DATE	ACTION/NOTES
IVHD Transition	Ongoing	N/A	Bi-Weekly meetings Ongoing with Directors and Managers, reviewing service lines expansion
GI	Ongoing	N/A	Volumes decrease in April due to staffing
Staffing	Ongoing	N/A	1 FT Medical Assistant Float opening for specialty clinics. 1 PD Infusion Center RN, Grant positions opened
Urology	Ongoing	N/A	Working with Urology Providers on procedures and equipment expansion
Infusion	Ongoing	N/A	Meeting with Team Weekly regarding Infusion Growth
Stats			See below:

Patient Visits				No Show Rate			
Clinic	Last Month	This Month	Variance	Clinic	Last Month	This Month	Variance
Ambulatory Infusion	156	150	-4%	Ambulatory Infusion	3.9%	10.3%	164.1%
Center for Digestive & Liver Disease	227	217	-4%	Center for Digestive & Liver Disease	12.6%	13.2%	4.8%
Comprehensive Women's Health	501	501	0%	Comprehensive Women's Health	8.2%	9.4%	14.6%
Surgical Health	57	35	-39%	Surgical Health	7.2%	17.6%	144.4%
Surgical Health - Urology	279	235	-16%	Surgical Health - Urology	8.3%	8.2%	-1.2%
Wound Clinic	325	281	-14%	Wound Clinic	1.0%	3.6%	260.0%

Closed Notes				Patient Satisfaction - Top Box Score			
Clinic	Last Month	This Month	Variance	Clinic	FY26 Q1	FY26 Q2	FY26 Q3
Ambulatory Infusion	100%	100%	0%	Ambulatory Infusion	No Data	No Data	No Data
Center for Digestive & Liver Disease	92%	89%	-3%	Center for Digestive & Liver Disease	60.54%	50.56%	55.56%
Comprehensive Women's Health	74%	78%	5%	Comprehensive Women's Health	65.22%	52.00%	78.89%
Surgical Health	89%	91%	3%	Surgical Health	58.62%	80.00%	25.00%
Surgical Health - Urology	98%	99%	1%	Surgical Health - Urology	70.73%	77.53%	62.50%
Wound Clinic	98%	98%	0%	Wound Clinic	No Data	No Data	No Data



2026 IVHD/PMH AMBULATORY DIVISION PHYSICAL THERAPY ACTIVITIES/UPDATES

PROJECT/ISSUE	PERCENT COMPLETE	EXPENSE TO DATE	ACTION/NOTES
IVHD Transition	Ongoing	N/A	Meetings being held regarding transition
Staffing	Ongoing	N/A	1 PT Physical Therapy Assistant, 2 FT Physical Therapist opening- 1 PD Physical Therapist
Education	Ongoing with Nursing	N/A	Working with Departments on Mobility/Education
Inpatient/Outpatient Review	Meetings Ongoing with Nursing	N/A	OP Volumes decreased in March; Inpatient volumes remain consistent.

2026 IVHD/PMH RADIOLOGY ACTIVITIES/UPDATES

	PERCENT COMPLETE	EXPENSE TO DATE	ACTION/NOTES
IVHD Transition	Ongoing	N/A	Meetings being held Weekly with Director and Managers (PMH and ECRMC Locations)
Canon CT Project	Early Stages	. Payments will occur once the scanner is installed and operational	Currently on hold, review for upcoming Fiscal Year.
Projects	Ongoing	None	Cardiac Software-awaiting installation MRI Lighting being replaced, working with engineering for placement
Staffing	Ongoing	None	1 FT MRI Tech, 1 PD Rad Tech position opening.
Stats:			

	26-March	2025	26-April	YTD-26
Nuclear Med	49	517	64	190
DIAGNOSTIC	3,589	38,051	3,193	13,727
DEXA	81	4,174	87	297
Mammo	264	2,942	222	921
MRI	169	2,570	306	934
US	1,680	18,105	1,572	6,168
CT	2,383	21,982	2,291	9,088

2026 IVHD/PMH LABORATORY ACTIVITIES/UPDATES

PROJECT/ISSUE	PERCENT COMPLETE	EXPENSE TO DATE	ACTION/NOTES
IVHD Transition	Ongoing	N/A	Meetings being held Bi-weekly onsite twice a week
Projects	Ongoing	TBD	Joint Commission Survey Window
Staffing	Ongoing	Contracting	2 FT Clinical Laboratory Scientist Onboarding. Working with ECRMC on staffing/Collaboration
Contracts/Policies	Ongoing	N/A	All policies and contracts being reviewed with ECRMC

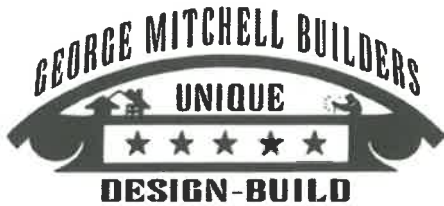
2026 IVHD/PMH PHARMACY ACTIVITIES/UPDATES

PROJECT/ISSUE	PERCENT COMPLETE	EXPENSE TO DATE	ACTION/NOTES
Staffing	Ongoing	N/A	Infectious Diseases Pharmacist position remains vacant. Evaluating revision of Telnet-Rx agreement in place to support expanded 24/7 order verification and maintain continuity of operations and antimicrobial stewardship activities during recruitment.
IVHD Transition	Ongoing	N/A	Meetings being held Bi-Weekly with ECRMC, reviewing contracts, Director on-site
Pharmacy Space/Storage Compliance	Ongoing	TBD	Alternative storage solutions and space reconfiguration under evaluation and implementation.
Pharmacy Procurement / GPO Alignment	Ongoing	N/A	Monitoring transition to Premier GPO and coordination with current wholesaler. Evaluating medication contract alignment, cost impact, and supply continuity.
IV Solutions Workflow Transition	Ongoing	N/A	Transition of IV solution management to Pharmacy underway to improve oversight, charge capture, and patient safety; temporary exceptions remain in procedural areas pending space and equipment readiness.

2026 IVHD/PMH CHIEF OF CLINIC OPERATIONS/UPDATES

PROJECT/ISSUE	PERCENT COMPLETE	EXPENSE TO DATE	ACTION/NOTES
Physician Updates	Ongoing	N/A	Recruitment Ongoing Contract Review Ongoing Ortho Spine Physician-Site Visit Pending OB/GYN: 2 candidates Pending Interview Internal Medicine Physicians- Three Candidates Pending Interview, 1 Candidate site visit September Specialty Physicians in Review
Contracts	Ongoing	N/A	Contract Review ongoing/Collaborating with ECRMC
Locums	Ongoing	N/A	Gaps in OB/Pediatrics Call Ongoing.

Projects:			
Centralized Scheduling	Ongoing	N/A	Meetings Held with Managers and Directors Process changes have been initiated and streamlined. Implementing workflows with ECRMC
Ring Central	Ongoing	Monthly Expense	Ring Central Productivity being monitored and reviewed daily
OP Infusion	Early Stages	N/A	Transition to ECRMC discussions on hold-PMH Volumes Consistent.
Notable	Ongoing	Ongoing	Reviewing Utilization Monthly, additional modules in review
Wound Care	Ongoing	N/A	Workflows in Review
Clinical AI Agent	Ongoing	Ongoing	Ongoing Utilization Review, Provider Re-training May/June 2026
Grants	Ongoing	N/A	Reviewing New Grants for Submission, meet Monthly
IVHD Transition	Ongoing	N/A	Meet Daily- Ongoing with Directors and Managers Executive Meetings every week, Biweekly Contract Review, Transition Call weekly



PO Box 952 | Brawley, CA. 92227 | 760 344 5149 | License 665331

Transmitted by Certified Mail, Return Receipt Requested
Certificate No. 70210350 0000 0602 4486

April 27, 2026

Clerk of the District
IMPERIAL VALLEY HEALTHCARE DISTRICT
601 Heber Avenue
Calexico, California 92231-2813

Re: Heffernan Memorial Healthcare District Professional Building Modernization Project

Subject: George Mitchell Builders, Inc.'s Government Code Claim
California Government Code Section 910, et seq.

Dear Clerk:

This letter constitutes George Mitchell Builders, Inc.'s Government Code Section 910, et. seq, claim seeking a contract time extension, and payment of its contract balance, and extended overhead compensation based upon the Heffernan Medical Healthcare District's constructive suspensions of work and material delays to completion of the project. On April 9, 2026, George Mitchell Builders, Inc. submitted a contract claim to the District but has not received a response to the claim. Since the one-year deadline for submission of a claim is quickly approaching, George Mitchell Builders submits this Government Code Claim. George Mitchell Builders, Inc. requests that the District provided notice of its response to this Government Code Claim to the above-captioned address. The names of the District employees and/or representatives who have knowledge concerning the facts of this claim are Board President, Katherine Burnworth; prior Board Members, Tomas Virgen and Rodolfo Valdez; along with Architects, Jimmy Sanders and Jesus Aguilera of Sanders, Inc.

The dates, places and other circumstances of the occurrence or transaction which gave rise to this claim are as follows:

PROJECT SUSPENSION OF WORK AND DELAYS

On or about November 10, 2020, Claimant George Mitchell Builders, Inc. (hereinafter "Mitchell") and Heffernan Medical Healthcare District which later became known as the Imperial Valley Healthcare District (hereinafter the "District") entered into a public works construction contract in the initial amount of \$2,296,900.00 associated with the Heffernan Memorial Healthcare District Professional Building Modernization Project (hereinafter the "Project"). The contract for the Project called for the complete remodeling of an existing architect's office/residence into a medical professional building consisting of a north and south building located in Calexico, California. The work was to be performed in accordance with plans and specifications prepared by architect, Sanders Architects, and issued by the District. Mitchell posted payment and performance bonds with the District in the amount of \$2.3M which combine with the change orders tied up Mitchell's bond line for essentially the last six years. The work had to be substantially completed within 210 calendar days of the Notice to Proceed. Left alone, Mitchell could have easily completed the work within this duration. Since the Notice to Proceed was issued by the District on December 3, 2020 effective December 21, 2020, an initial contract deadline of July 19, 2021 was established. The contract deadline was extended by the District an additional 224 days establishing a final completion deadline of February 28, 2022. But for the District's suspensions of work and its changes to the design, Mitchell would have timely completed the work before this deadline. Mitchell seeks a contract time extension of 1,202 days through the issuance of the Certificate of Occupancy on June 13, 2025.

A. Building Permit Suspension of Work:

Mitchell incurred a 290-day suspension of work since the District had failed to obtain the necessary building permit for the Project. Immediately after issuing Notice of Award, the District scheduled the pre-construction conference for December 9, 2020. Mitchell was told at this conference that the District and/or Architect had failed to obtain a building permit from the City of Calexico for the Project. The work was thus immediately suspended, and Mitchell did not start work at that time. Mitchell's bond line was effectively tied up during this suspension so that it could not obtain alternate replacement work. In response to Mitchell's periodic inquires, the District told Mitchell that the building permit would be issued "any day now." Thus, Mitchell remained on stand-by and unable to take-on alternate work for approximately 10 months.

Mitchell was able to initially perform a minor amount of demolition work during this building permit suspension. While most aspects of the work could not proceed forward without a building permit, Mitchell was allowed to proceed with selected demolition. The commencement of this demolition work was initially delayed when Mitchell learned that the District had not obtained a demolition permit nor an asbestos report. Once the asbestos report was issued on December 28, 2020, the asbestos and lead were removed between January 6 thru January 13, 2021. A demolition permit was secured on January 27, 2021, and Mitchell performed approximately seven days of building demolition. The work was completed and Mitchell demobilized from the Project by the end of January 2021.

The Architect did not use the original bid plans to obtain a building permit but created a whole new set of plans. On or about June 18, 2021, Mitchell received a draft set of construction drawings that the Architect was using to secure the permit. These plans were significantly different from the bid plans. While the original bid drawings did not have an interior fire wall,

Mitchell immediately noticed that the Architect had drawn a firewall up through the existing roof trusses. Mitchell initially notified the Architect of this problem on June 18, 2021, and later again on August 16, August 27, September 3, September 21, and October 15, 2021. The Architect never responded to the issue. The conflict was resolved in the new clinic design since the Architect had eliminated the fire wall.

The building permit based upon this new set of construction drawings was finally produced by the Architect on October 13, 2021. The work was thus constructively suspended for 297 days from December 21, 2020 through October 13, 2021. Mitchell credits seven days of critical demolition work against this suspension period and claims compensation for its under-absorbed home office overhead and general conditions during the remaining 290 days of suspension.

B. Clinic Redesign Suspension of Work:

Mitchell incurred a second 357-day suspension of work since after issuance of the building permit, the District elected to redesign the project into a medical clinic instead of a medical office building. While the District issued the building permit on October 13, 2021, a few days earlier on October 10, 2021, the Architect had informed Mitchell that the District might change the building usage to a medical clinic and may abandon the idea of doctors' offices. This change in design required significant modifications to the contract drawings upon which Mitchell had based its original bid and the revised drawings that Mitchell had received in June 2021. Thus the work was once again constructively suspended by the District.

Essentially, little to no work could be performed during this second suspension based upon the Architect's stated intention to revise the plans again. Once again in response to Mitchell's inquires, the District indicated that the revised plans and building permit would be issued soon. The Architect formally notified Mitchell not to proceed with the work shown on either set of plans on December 16, 2021. Thus, Mitchell was required to stand-by to wait a second year for further revised plans and building permit. During this second suspension, Mitchell notified the Architect of numerous design errors which required correction including modification of the floor elevation and window height discrepancies. Finally, after approximately eight months of waiting, Mitchell received a third set of revised set of clinic construction drawings on May 27, 2022 and a new building permit on June 14, 2022. These revised drawings were ultimately used to build the project.

These revised construction drawings changing the facility to a medical clinic made extensive changes to the scope of the construction work. While the Architect wanted Mitchell to immediately proceed with the work, Article 58, *Changes and Extra Work*, of the General Conditions did not allow Mitchell to proceed until the District and Mitchell had agreed upon a written change order. Mitchell promptly estimated and submitted cost proposals for this additional work to the District. On or about October 19, 2022, the District issued Change Order No. 1 in the amount of \$2,374,901.12 increasing the total contract amount to the total of \$4,671,801.12. With the execution of this change order, Mitchell was contractually allowed to proceed with the work. However even had these two work suspensions not occurred, Mitchell could not have started the work until September 20, 2022 since the District had failed to obtain a California Department of Industrial Relations (DIR) wage determination for the Project. As a

public works project, it would have been a violation of California labor law for Mitchell to proceed without a wage determination.

Mitchell is entitled to under-absorbed home office overhead expense and general conditions costs during the time period of October 14, 2021, when the District suspended the work due to the clinic redesign, through October 19, 2022, when the District issued Change Order No. 1, or 371 days less the 14 days of productive work that it had been able to perform in January/February 2021, or 357 days of work suspension. Based upon these two prolonged work suspensions, Mitchell had only been able to perform approximately three weeks of work during the preceding two years of the contract.

C. North and South Building Delays

Mitchell is also entitled to 638 days of project delay due to numerous design errors and omission, and changes, which delayed the work during construction of the two buildings. On or about October 26, 2022, Mitchell re-mobilized to the project site to re-start construction of the north and south medical clinic buildings in accordance with the revised medical clinic construction drawings. Unfortunately the completion of both buildings were significantly delayed by design errors and omissions, and resulting changes within the third set of documents issued by the Architect.

1. Ductwork Design Conflicts with Existing Roof Trusses.

Completion of both the north and south building work was initially delayed approximately 203 days due to significant design conflicts between the existing roof trusses and the new HVAC ductwork. As the mechanical design engineer observed, there were “multiple existing structural situations found that do not allow ductwork installation per plans.” While the building roof trusses had been open to inspection by the Architect during the clinic redesign process, these conflicts had not been addressed. Critical framing, HVAC, plumbing and electrical work was suspended pending resolution of these design conflicts. Mitchell and its HVAC subcontractor, Vic’s Mechanical Service Contractors (Vic’s), initially raised this issue with the Architect on January 10, 2023. A simple visual inspection easily confirmed that the specified rigid ductwork could not fit between and through the existing wood roof trusses. The issue went unresolved for months. Numerous meetings were held. Mitchell proposed that the ductwork be roof mounted which the Architect rejected. The Architect suggested that the rigid ductwork be changed to flex ductwork. Mitchell and its subcontractors waited for a solution. Ultimately to get the project going, Vic’s completely redesigned the system using flexible ductwork, and on March 31, 2023 Mitchell submitted a proposed solution for the Architect’s approval. By mid-April the redesign was approved, and on August 3 2023 the ductwork Change Order No. 2 was issued by the Architect. In approving this change order, the District rejected Mitchell’s request for compensation for its site security costs incurred during the proceeding work suspensions. After approval of this change order, the framing, ductwork, electrical and plumbing work could proceed forward. The mechanical engineer inspected and approved the modified ductwork on August 4, 2023. Nonetheless, the building work was constructively delayed from approximately January 10, 2023 through August 3, 2023, or for 203 days due to this unresolved design error.

2. Lead Lined Doors and Windows

The Architect's delayed issuance of a radiation report and approval of lead shielded doors and windows delayed project completion by approximately 638 days. The design change from a medical professional building to a medical clinic included the addition of a CT scan room in the south building and an X-ray room in the north building. Both rooms required lead shielding of windows and doors. The original design did not include any lead shielded doors or windows. As previously noted, the District issued Change Order No. 1 approving the medical clinic changes on October 19, 2022. However, the Architect was required to issue a lead shielding report reflecting the radiation shielding requirements for these building components based upon the user's selection of CT scan and X-ray equipment. Lead shielded windows and doors have, at least, a 4 month manufacture lead time. Mitchell waited and waited to submit and order the lead shielded doors and windows for both buildings until it received this lead shielding report from the Architect. On February 15, 2024, the Architect finally told Mitchell that it could order the north building X-ray room lead shielded doors and windows without the report, but to continue to hold off in ordering the south building CT scan room doors and windows. Mitchell proceeded to submit the north building lead shield doors and windows for approval on February 22, 2024, the Architect approved the submittal on March 29, 2024, and Mitchell ordered the north building lead shielded doors and windows on April 1, 2024. After waiting four months, Mitchell received these doors and windows on August 21, 2024, and immediately installed them. As noted below, this was the final work that needed to be completed before the City of Calexico would issue a Temporary Occupancy Permit for the north building. The north building lead shielding ultimately delayed the north building temporary occupancy permit by 16 months.

The delay to the south building CT scan room doors and windows however delayed completion of the project as a whole by 638 days. The Architect finally issued the lead shielding report on April 26, 2024. This report extensively changed the CT scan room layout. Originally, the CT scan room had one door and one window. According to the April 26, 2024 lead shielding report, the CT scan room needed two doors, a window and two lead lined walls which had not been originally shown as lined. These changes required demolition and re-framing of already completed work. On June 28, 2024, Mitchell issued three change order proposals to the Architect reflecting these changes. Mitchell received verbal approval of the change on July 17, 2024, and submitted a CT scan room door and window submittal on July 22, 2024. The Architect approved the south building CT scan room door and window submittal on August 15, 2024, and Mitchell promptly ordered the doors and window on September 4, 2024. Mitchell received the formal Change Order No. 5 approval on September 5, 2024 but declined to sign the change order because it did not include contract time. The south building CT scan doors and window were received four months later on December 27, 2024, and were immediately installed by Mitchell by January 7, 2025. Installation of the south building lead shielded doors and window was one of the last items of work completed prior to the January 8, 2025 substantial completion.

Mitchell measures the project delay caused by the south building lead shielded window and door events as follows: Mitchell should have immediately received the lead shielding report and finalized CT scan room layout along with Change Order No. 1 on October 19, 2022. Instead, Mitchell waited 18 months until April 26, 2024 for the approved plan and shielding report during which time the CT scan room work could not be completed. The report made extensive changes to the CT scan room. Mitchell could not proceed to submit and order the

shielded window and doors until it received verbal approval on July 17, 2024. Mitchell would have been within its contract right to wait until it received the formal change order on September 5, 2024. Thus the delayed lead shielding report, the changes that the report required, and Mitchell's inability to submit or order the lead shielded window and doors delayed the work from October 19, 2022, when Mitchell was allowed to proceed with the clinic re-design work; through July 17, 2024, when it received verbal approval to order the window and doors, or 638 days turned out to be the longest path to completion of the project. Since the lead shielded window and door delay is concurrent with the ductwork conflict, roof decking and stucco delays, it was ultimately the event that delayed completion of the Project by over 20 months.

3. New North and South Building Roof Decking.

Changes to the roofing scope of work delayed completion of the building by approximately 68 days. While patching of the existing roof system as specified by the contract drawings was not critical to project completion, the major repairs which were required impacted building completion by approximately 68 days. The existing roofing material on both the North and South Buildings was decayed and separating. The building plans called for the existing roof to remain in place and for all new air conditioning, plumbing, exhaust fan, electrical penetrations, parapet walls, roof drains, and crickets to be patched to join the existing. The only new roof area was the new addition at the South. The roofing contractor pointed out to Mitchell and the District that the roof would most likely leak where new and old roofs joined. A meeting was held on May 26, 2023, in which the Architect and the District agreed to the scope of a change, and the roofing work was stopped. Mitchell provided a change order proposal to the District on June 7, 2023. Once the change order was approved, Mitchell removed the roofing material which exposed numerous plywood sheets that were rotten from extended roof leaks, to the extent that many nails had totally rusted away, leaving only the nail hole as proof that the decking had once been nailed. It was also noted that a large area of the roof had reverse fall to a new drain location. This placed the new drain at the high end of a cricket. In order to correct the fall to drain, Mitchell submitted a revised proposal to construct a new cricket which was not approved until August 2, 2023. The performance of this additional roofing work delayed building completion by approximately 68 days from May 23, 2023 through August 2, 2023. This delay is concurrent with the lead shielded window and door delay.

4. Replacement of Existing Stucco Repair

Mitchell incurred a 205 day delay to building work due to differing site conditions, contract drawing errors, and design changes made by the District to the exterior stucco work. The construction plans showed existing exterior stucco to remain in place and to be patched into the new stucco. In addition, the stucco at all new windows and doors was to be "patched" into existing stucco. The construction documents called for the patching of exterior stucco around affected windows, doors, and the new addition at the south. During construction, Mitchell noted that the plans showed all existing doors, windows, and four arches that tie the north building and south together having a head height of 7' 0", but in fact all of these items had a head height of 6'-8." Since all new interior doors also showed a 7'-0" head height, it became necessary to raise all doors and windows to 7'-0". This change created a massive stucco patch problem. The roof also had leaked affecting the parapet walls, rusting the stucco wire and fasteners resulting in areas of the stucco that was loose and needed to be replaced. The District, Architect, and Mitchell met on November 6, 2023 agreeing that all existing exterior plaster needed to be

replaced with new concrete plaster with an acrylic finish and color integral. All stucco work was necessarily stopped at that time. Mitchell submitted a change order proposal to perform this additional work on December 6, 2023, and did not receive a signed approval from the Architect until February 28, 2024. The work was complete on June 17, 2024, or 224 days after the stucco work was stopped. Mitchell incurred a 224 day to building completion less the 12 days it originally allowed for the stucco work and the 7 days in which the work could not proceed due to wind. This delay is also concurrent with the lead shielded window and door delay.

5. Substantial Completion of North and South Buildings

As previously explained, the north building was completed first and thus the south building work ultimately became the critical path to the completion of the project. The north building was substantially completed excepted for the lead shielded door and window by May 14, 2024, and the user started moving in X-ray equipment. The lead shielding work was completed in August 2024, and Mitchell requested a final inspection of the north building. Mitchell was required to provide signs, a Knox box and an electrical box not shown on the drawings to secure this permit. An inspection occurred on August 30, 2024, and minor punch list issues were addressed. On November 5, 2024, the City of Calexico issued a temporary occupancy permit for the north building, and the user began occupying and using the building. The south building was specifically excluded from the temporary occupancy permit.

On the other hand, the south building was substantially completed by July 17, 2024 except for the scan room shielding added by Change Order No. 5 on September 3, 2024. The additional south building scan room work was completed by January 7, 2025, and both north and south buildings were substantially complete as of January 8, 2025. To Mitchell's knowledge, the south building has never been occupied. The District should have formally accepted the project as a whole at that time.

D. Six Month Certificate of Occupancy Delay

A final certificate of occupancy was not issued by the City of Calexico for six months until June 12, 2025 while the City of Calexico Building Department and Fire Department and the Architect were unable to agree upon whether a fire sprinkler system was required for the south building. The issue was first raised by the City on November 13, 2024. Mitchell repeatedly corresponded with both the City and Architect trying to get the issue resolved. The issue was presented before the District Board on March 13 and May 8, 2025. By June 12, 2025, the Architect had persuaded the City that no sprinkler system was required and the Certificate of Occupancy was issued. Immediately upon issuance of the certificate, Mitchell submitted its retention Application and Certification for Payment in the amount of \$256,346.48 the next day, but the District has refused to pay the invoice. Pursuant to California Public Contract Code Section 7017, the District had the obligation to pay Mitchell these funds within 60 days of actual completion back in January 2025. Mitchell heard nothing from the District concerning retention for seven months, but then in January 9, 2026 was informed by the District's outside legal counsel that the District was withholding the funds for liquidated damages. The District's position is illogically based upon a May 9, 2021 Mitchell letter predicting a completion date of November 20, 2023 well before the clinic redesign drawings had been issued and various District-caused project delays had occurred. Given the two prolonged suspensions of work,

changes in design, design errors and differing site conditions that occurred after May 9, 2021, the District position has been assert in bad faith.

ENTITLEMENT TO CONTRACT TIME, CONTRACT BALANCE, AND OVERHEAD

Mitchell is entitled to a 1,202 day contract time extension, payment of its contract balance, and under-absorbed home office overhead and general conditions based upon the District's unreasonable suspensions of work and delay, and compensation for Mitchell's Change Order Request No. 021-R2.

A. Contract Time Extension.

Originally, the work had to be substantially completed within 210 calendar days of the December 21, 2020 Notice to Proceed. The District extended this deadline by an additional 224 days setting the current completion deadline of February 28, 2022. Mitchell's May 9, 2021 letter, which has been taken out of context by the District's outside legal counsel, does not change this contractual deadline. The District should have accepted the Project as complete pursuant to Article 59 of the General Conditions on January 8, 2025 when Mitchell finished all contract work. Due to the City's disagreement with the Architect concerning the need for a fire sprinkler system, the City did not formally issue a formal Certificate of Occupancy until June 12, 2025. Mitchell had no responsibility for this fire sprinkler dispute. Other than providing three small signs which were not required by the contract in May 2025, Mitchell did no work during these 157 days. Moreover, Mitchell was unable to take on alternate, replacement work during this six months since its bond line was completely tied up on this Project. Article 62 of the General Conditions specifies that the District is contractually obligated to grant a time extension for any project delays "which are not the fault or negligence of the contractor." The delay to project acceptance was not caused by Mitchell's fault or negligence. Mitchell is entitled to contract time extension from February 28, 2022 through June 13, 2025, or for 1,202 days.

B. Unpaid Contract Balance

Mitchell submitted its retention Application and Certification for Payment in the amount of \$256,346.48 on June 13, 2025. The District has failed to pay this invoice. Pursuant to California Public Contract Code Section 7017, the District had the obligation to pay Mitchell these funds within 60 days of actual completion back in January 2025, and certainly within 60 days after June 13, 2025. Mitchell heard nothing from the District concerning retention for seven months, but then in January 9, 2026 was informed by the District's outside legal counsel that the District was withholding the funds for liquidated damages. The assertion of liquidated damages by the District is made in bad faith since the District knows that Mitchell's May 9, 2021 letter does not affected the contractual deadline and since the District is aware that Mitchell is entitled to a contract time extension eliminating any possible claim of liquidated damages. Based upon the District's violation of California Public Contract Code Section 7017, Mitchell is entitled to immediately payment of \$256,346.48, two percent (2%) per month prompt payment

penalties back to January 8, 2025, and attorneys' fees if a lawsuit is required to collect these contract funds.

C. Overhead Compensation

Mitchell is also entitled to compensation from the District for its under-absorbed home office overhead and extended general conditions due the unreasonable work suspensions and delays to completion of the project. For nearly six years now, Mitchell's entire bond line has been tied up in this project while the District and Architect regularly revised the design and project purpose, corrected design errors and unreasonably delays and suspensions of the work, during which time Mitchell has been unable to acquire replacement work to cover its home office overhead expense. Moreover, Mitchell has essentially stood by waiting for the Architect to initially issue the building permit for the original plan, then for the revised clinic construction plans and building permit, and finally during various unreasonable and prolonged delays. In accordance with California law, Mitchell is entitled to compensation for these under-absorbed home office overhead expenses and extended general condition costs. See, JMR Construction vs. Environmental Assessment & Remediation Management (2015) 243 Cal App 4th 571.585; Howard Contracting vs. G.A. MacDonald (1998) 71 Cal App 4th 38, 54-55; and CACI 4543. The provisions of Article 58 of the General Conditions which purport to preclude extended home office and general conditions compensation are unenforceable under California law.

California cases have adopted the method specified in Eichleay Corporation, ASBCA No. 5183, 60-2 BCA ¶2688, in which home office expenses are allocated to a project based upon the percentage of project volume to company revenues. Under-absorbed overhead may consist of time sensitive indirect fixed costs such as accounting, payroll services, general insurance, salaries of upper-level management, heat, electricity, taxes and depreciation. Mitchell has calculated its entitlement to under-absorbed home office overhead under the Eichleay Method as instructed by the federal case, Wickham Contracting Company v. Fischer, 12 F3d 1574 (1994), in which the Federal District Court described the Eichleay formula as follows:

The Eichleay formula requires three steps: 1) to find allocable contract overhead, multiply the total overhead incurred during the contract period times the ratio of billings from the delayed contact to total billings of the firm during the contract period; 2) to get the daily contract overhead rate, divide allocable contract overhead by days of contract performance; and 3) to get the amount recoverable, multiply the daily contract overhead rate times days of government-caused delay. (12 F 3d at 1577, footnote 3)

Mitchell has used this method in calculating its home office overhead rate compensation.

D. Change Order Proposal No. 021-R2

Finally, Mitchell seeks compensation for the exit sign, Knox box, electrical outlet and two weeks of additional site security that Mitchell was required to provide to the District in order for the City to issue a Temporary Occupancy Permit for the north building on November 5, 2024. These items were not required by Mitchell's contract with the District. On January 7, 2025, Mitchell submitted Change Order Proposal No. 021-R2 to the District to furnish and install these

items. The District refused to pay Mitchell claiming that "it had already made too much money on the project." In truth, Mitchell has lost large sums of money on the project due to the District and its Architect's actions. Mitchell claims the additional compensation from the District for these items.

Mitchell submits this claim in accordance with the requirements of California Government Code Claim Section 910, et. seq and anticipates that the District will substantively respond with 45 days as required by the Government Code.

Sincerely,

GEORGE MITCHELL BUILDERS, INC.



Werner McChristy, President

Cc: William J. Braun, Esq., P.E., Braun & Melucci, LLP

7021 0350 0000 0602 4486

U.S. Postal Service™	
CERTIFIED MAIL® RECEIPT	
Domestic Mail Only	
For delivery information, visit our website at www.usps.com ®.	
California CA 92231	
OFFICIAL USE	
Certified Mail Fee	\$5.30
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$1.40
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$2.17
Total Postage and Fees	\$11.87
Postmark Here APR 28 2026 04/28/2026 POSTMASTER	
See <u>Imperial Valley Health</u>	
Street and Apt. No., or PO Box No.	
City, State, ZIP+4®	
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions	

5/20/26
@ 10:48 AM ME

SUM-100

SUMMONS (CITACION JUDICIAL)

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego
4/23/2026 10:10:08 AM

Clerk of the Superior Court
By D. Cortez, Deputy Clerk

PIONEERS MEMORIAL HOSPITAL FOUNDATION, a California Nonprofit Corporation; and DOES 1 through 50, inclusive

YOU ARE BEING SUED BY PLAINTIFF: (LO ESTÁ DEMANDANDO EL DEMANDANTE):

FRANCISCA PARRA, on behalf of herself and all other current and former non-exempt employees, and the general public

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

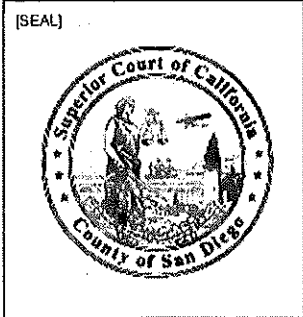
The name and address of the court is:
(El nombre y dirección de la corte es):
330 W Broadway, San Diego, CA 92101; Hall of Justice

CASE NUMBER: (Número del Caso):
26CU018477C

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
ShaunSetareh SETAREHLAWGROUP, 420 North Camden Drive, Suite 100, Beverly Hills, CA 90210, (310)888-7771

DATE: April 24, 2026 Clerk, by D. Cortez, Deputy
(Fecha) (Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).



NOTICE TO THE PERSON SERVED: You are served
1. as an individual defendant.
2. as the person sued under the fictitious name of (specify):
3. on behalf of (specify): PIONEERS MEMORIAL HOSPITAL FOUNDATION, a California Nonprofit Corporation
under: CCP 416.10 (corporation) CCP 416.60 (minor)
 CCP 416.20 (defunct corporation) CCP 416.70 (conservatee)
 CCP 416.40 (association or partnership) CCP 416.90 (authorized person)
 other (specify):
4. by personal delivery on (date): 5/20/2026

For your protection and privacy, please press the Clear This Form button after you have printed the form. [Print this form] [Save this form] [Clear this form]

ATTORNEY OR PARTY WITHOUT ATTORNEY STATE BAR NUMBER: NAME: Shaun Setaren (SBN 2U4514); Thomas Segal (SBN 222191); FIRM NAME: Setaren Law Group STREET ADDRESS: 420 N. Camden Dr., Suite 100 CITY: Beverly Hills STATE: CA ZIP CODE: 90210 TELEPHONE NO.: 310 888 1111 FAX NO.: EMAIL ADDRESS: calendar@setarenlaw.com; shaun@setarenlaw.com; ATTORNEY FOR (name): FRANCISCA PARRA	FOR COURT USE ONLY ELECTRONICALLY FILED Superior Court of California, County of San Diego 4/2/2026 10:15:22 AM Clerk of the Superior Court By G. Lopez ,Deputy Clerk
SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Diego STREET ADDRESS: 1100 Union St. MAILING ADDRESS: CITY AND ZIP CODE: San Diego, CA 92101 BRANCH NAME: San Diego Central Courthouse	
CASE NAME: Francisca Parra v. Pioneers Memorial Hospital Foundation,	
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$35,000) <input type="checkbox"/> Limited (Amount demanded is \$35,000 or less)	Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filled with first appearance by defendant (Cal. Rules of Court, rule 3.402)
	CASE NUMBER: <div style="text-align: center; font-weight: bold; font-size: 1.2em;">26CU018477C</div> JUDGE: DEPT.:

Items 1-6 below must be completed (see instructions on page 2).

1. Check **one** box below for the case type that best describes this case:

<p>Auto Tort</p> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) <p>Asbestos</p> <input type="checkbox"/> Asbestos (04) <p>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</p> <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) <p>Non-PI/PD/WD (Other) Tort</p> <input type="checkbox"/> Business tort/Unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) <p>Employment</p> <input type="checkbox"/> Wrongful termination (36) <input checked="" type="checkbox"/> Other employment (15)	<p>Contract</p> <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) <p>Real Property</p> <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) <p>Unlawful Detainer</p> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <p>Judicial Review</p> <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39) <p>Employment Development Department (EDD)</p> <input type="checkbox"/> EDD decision review (48)	<p>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.404)</p> <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Comprehensive groundwater adjudication (47) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) <p>Enforcement of Judgment</p> <input type="checkbox"/> Enforcement of judgment (20) <p>Miscellaneous Civil Complaint</p> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) <p>Miscellaneous Civil Petition</p> <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
--	--	---



2. Is this case complex under rule 3.400 of the California Rules of Court? Yes No

If the case is complex, mark the factors requiring exceptional judicial management:

- a. Large number of separately represented parties
- b. Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
- c. Substantial amount of documentary evidence
- d. Large number of witnesses
- e. Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
- f. Substantial postjudgment judicial supervision

3. Remedies sought (check all that apply):

- a. monetary
- b. nonmonetary; declaratory or Injunctive relief
- c. punitive

4. Number of causes of action (specify): 1

5. Is this case a class action suit? Yes No

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: 3/30/2026

Thomas Segal

(TYPE OR PRINT NAME)

/s/ Thomas Segal

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 of the California Rules of Court or a complex case, this cover sheet will be used for statistical purposes only.

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the Civil Case Cover Sheet contained on pages 1 and 2. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 of the California Rules of Court is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$35,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the Civil Case Cover Sheet to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

SEE PAGE 3 FOR INFORMATION PURPOSES ONLY.



CASE TYPES AND EXAMPLES

Auto Tort

Auto (22)–Personal Injury/Property Damage/
Wrongful Death
Uninsured Motorist (46) *(if the case involves
an uninsured motorist claim subject to
arbitration, check this item instead of Auto)*

Asbestos

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death

**Other PI/PD/WD (Personal Injury/
Property Damage/Wrongful Death) Tort**

Product Liability *(not asbestos or toxic/
environmental)* (24)
Medical Malpractice (45)
Medical Malpractice–Physicians &
Surgeons
Other Professional Health Care
Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g.,
assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest
(not civil harassment)) (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice *(not
medical or legal)*
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease Contract *(not
unlawful detainer or wrongful eviction)*
Contract/Warranty Breach–Seller Plaintiff
(not fraud or negligence)
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book
accounts) (09)
Collections Case–Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage *(not provisionally
complex)* (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property *(not eminent
domain, landlord-tenant, or
foreclosure)*

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) *(if the case involves illegal drugs,
check this item; otherwise, report as
Commercial or Residential)*

Judicial Review

Asset Forfeiture (05)
Petition re Arbitration Award (11)
Writ of Mandate (02)
Writ–Administrative Mandamus
Writ–Mandamus on Limited Court Case
Matter
Writ–Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal–Labor Commissioner
Appeals

Employment Development Department (EDD)

EDD Decision Review (48) *(if the case
involves an Employment Development
Department decision, check this item
instead of Wrongful Termination or Other
Employment)*

**Provisionally Complex Civil Litigation (Cal.
Rules of Court, rules 3.400–3.403)**

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Comprehensive Groundwater Adjudication
(47)
Insurance Coverage Claims *(arising from
provisionally complex case type listed
above)* (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment *(non-domestic
relations)*
Sister-State Judgment
Administrative Agency Award *(not unpaid
taxes)*
Petition/Certification of Entry of Judgment
on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint *(not specified above)* (42)
Declaratory Relief Only Injunctive Relief
Only *(non-harassment)*
Mechanic's Lien
Other Commercial Complaint Case *(non-
tort/non-complex)*
Other Civil Complaint *(non-tort/non-
complex)*

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition *(not specified above)* (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

1 Shaun Setareh (SBN 204514)
calendar@setarehlaw.com, shaun@setarehlaw.com
2 Thomas Segal (SBN 222791)
thomas@setarehlaw.com
3 Farrah Grant (SBN 293898)
farrah@setarehlaw.com
4 SETAREH LAW GROUP
420 N. Camden Dr., Suite 100
5 Beverly Hills, California 90210
Telephone (310) 888-7771
6 Facsimile (310) 888-0109

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego
4/2/2026 10:15:22 AM

Clerk of the Superior Court
By G. Lopez, Deputy Clerk

7 Attorney for Plaintiff FRANCISCA PARRA
8
9

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 FOR THE COUNTY OF SAN DIEGO
12 UNLIMITED JURISDICTION

13 FRANCISCA PARRA, on behalf of herself
and all other current and former non-exempt
14 employees, and the general public,

15 *Plaintiff,*

16 v.

17 PIONEERS MEMORIAL HOSPITAL
FOUNDATION, a California Nonprofit
18 Corporation; and DOES 1 through 50,
inclusive,

19 *Defendants.*
20
21
22
23
24
25
26
27
28

Case No. 26CU018477C

REPRESENTATIVE ACTION

COMPLAINT

1. Civil Penalties (Lab. Code § 2698, *et seq.*)

1 Plaintiff FRANCISCA PARRA ("Plaintiff"), on behalf of herself and all current and former
2 non-exempt employees, and the general public, complains and alleges as follows:

3 **INTRODUCTION**

4 1. Plaintiff brings this representative action against defendants PIONEERS
5 MEMORIAL HOSPITAL FOUNDATION, a California Nonprofit Corporation; and DOES 1
6 through 50, inclusive, (collectively referred to as "Defendants") for alleged violations of the Labor
7 Code. As set forth below, Plaintiff alleges that Defendants have

- 8 (1) failed to provide Plaintiff and all other similarly situated individuals with meal
9 periods;
- 10 (2) failed to provide them with rest periods;
- 11 (3) failed to pay them premium wages for missed meal and/or rest periods;
- 12 (4) failed to pay them at least minimum wage for all hours worked;
- 13 (5) failed to pay them overtime wages at the correct rate;
- 14 (6) failed to pay them for all vested vacation pay;
- 15 (7) failed to reimburse them for all necessary business expenses;
- 16 (8) failed to provide them with accurate written wage statements; and
- 17 (9) failed to pay them all of their final wages following separation of employment.

18 Based on these alleged violations, Plaintiff now brings this representative action to recover civil
19 and statutory penalties, and related relief on behalf of herself and all others similarly situated, all
20 other aggrieved employees, and the State of California.

21 **JURISDICTION AND VENUE**

22 2. This Court has subject matter jurisdiction to hear this case because the unpaid wages,
23 actual damages, liquidated damages, restitution, and penalties sought by Plaintiff from Defendants
24 exceeds the minimal jurisdictional limits of the Superior Court of the State of California.

25 3. Venue is proper in COUNTY of SAN DIEGO pursuant to Code of Civil Procedure
26 §§ 395(a) and 395.5 in that liability arose there, because at least some of the transactions that are the
27 subject matter of this Complaint occurred therein and/or each defendant is found, maintains offices,
28 transacts business, and/or has an agent therein.

1 **PARTIES**

2 4. Plaintiff is and was, and at all relevant times mentioned herein, an individual
3 residing in the State of California.

4 5. Plaintiff is informed and believes, and thereupon alleges, that Defendant
5 PIONEERS MEMORIAL HOSPITAL FOUNDATION is, and at all relevant times mentioned
6 herein, a California Nonprofit Corporation doing business in the State of California.

7 6. Plaintiff is ignorant of the true names and capacities of the defendants sued herein as
8 DOES 1 through 50, inclusive, and therefore sues these defendants by such fictitious names.
9 Plaintiff will amend this Complaint to allege the true names and capacities of the DOE defendants
10 when ascertained. Plaintiff is informed and believes, and thereupon alleges, that each of the
11 fictitiously named defendants are responsible in some manner for the occurrences, acts and
12 omissions alleged herein and that Plaintiff's alleged damages were proximately caused by these
13 defendants, and each of them. Plaintiff will amend this complaint to allege both the true names and
14 capacities of the DOE defendants when ascertained.

15 7. Plaintiff is informed and believes, and thereupon alleges that, at all relevant times
16 mentioned herein, some or all of the defendants were the representatives, agents, employees,
17 partners, directors, associates, joint venturers, joint employers, principals, or co-participants of some
18 or all of the other defendants, and, in doing the things alleged herein, were acting within the course
19 and scope of such relationship and with the full knowledge, consent, and ratification by such other
20 defendants.

21 **GENERAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

22 8. Plaintiff worked for Defendants as an hourly, non-exempt employee from
23 approximately April 1, 2021, through July 7, 2025.

24 **Donning and Doffing/Off-the-Clock Work**

25 9. Plaintiff and the aggrieved employees were not paid all wages earned as Defendants
26 directed, permitted, or otherwise encouraged Plaintiff and the aggrieved employees to perform off-
27 the-clock work.

28 10. Before clocking in, Plaintiff and the aggrieved employees put on Personal Protective

1 Equipment ("PPE") required by Defendants, including gloves and a hair net. Plaintiff and the
2 aggrieved employees were required to take off this PPE after they had clocked out.

3 11. Plaintiff and the aggrieved employees regularly performed work after their scheduled
4 work hours and were not paid for this time. Plaintiff and the aggrieved employees were instructed to
5 perform duties such as transporting materials to a different facility, assist coworkers, and answer
6 incoming calls, after they had already clocked out and were not paid for the time spent performing
7 these additional duties.

8 12. Plaintiff was directed by a manager to clock out before driving to a facility in
9 Calexico to drop off materials, located approximately 30 miles away from Defendants' facility in
10 Brawley.

11 13. As a result of performing off-the-clock work that was directed, permitted, or
12 otherwise encouraged by Defendants, Plaintiff and the aggrieved employees should have been paid
13 for this time. Instead, Defendants only paid Plaintiff and the aggrieved employees based on the time
14 they were clocked in for their shifts and did not pay Plaintiff and the aggrieved employees for any
15 of the time spent working off-the-clock.

16 14. Defendants knew or should have known that Plaintiff and the aggrieved employees
17 were performing work before and after their scheduled work shifts and failed to pay Plaintiff and
18 the aggrieved employees for these hours.

19 15. Defendants were aware of this practice and directed, permitted, or otherwise
20 encouraged Plaintiff and the aggrieved employees to perform off-the-clock work.

21 16. As a result of Defendants' policies and practices, Plaintiff and the aggrieved
22 employees were not paid for all hours worked.

23 **Missed Meal Periods**

24 17. Plaintiff and the aggrieved employees were not provided with meal periods of at
25 least thirty (30) minutes for each five (5) hour work period due to (1) Defendants' policy of not
26 scheduling each meal period as part of each work shift; (2) chronically understaffing each work
27 shift with not enough workers; (3) imposing so much work on each employee such that it made it
28 unlikely that an employee would be able to take their breaks if they wanted to finish their work on

1 time; and (4) no formal written meal and rest period policy that encouraged employees to take their
2 meal and rest periods.

3 18. As a result of Defendants' policy, Plaintiff and the aggrieved employees were
4 regularly not provided with uninterrupted meal periods of at least thirty (30) minutes for each five
5 (5) hours worked due to complying with Defendants' productivity requirements that required
6 Plaintiff and the aggrieved employees to work through their meal periods in order to complete their
7 assignments on time.

8 **Missed Rest Periods**

9 19. Plaintiff and the aggrieved employees were not provided with rest periods of at least
10 ten (10) minutes for each four (4) hour work period, or major fraction thereof, due to (1)
11 Defendants' policy of not scheduling each rest period as part of each work shift; (2) chronically
12 understaffing each work shift with not enough workers; (3) imposing so much work on each
13 employee such that it made it unlikely that an employee would be able to take their breaks if they
14 wanted to finish their work on time; and (4) no formal written meal and rest period policy that
15 encouraged employees to take their meal and rest periods.

16 20. As a result of Defendants' policy, Plaintiff and the aggrieved employees were
17 regularly not provided with uninterrupted rest periods of at least ten (10) minutes for each four (4)
18 hours worked due to complying with Defendants' productivity requirements that required Plaintiff
19 and the aggrieved employees to work through their rest periods in order to complete their
20 assignments on time.

21 **Vacation Pay**

22 21. Plaintiff and the aggrieved employees accrued vacation wages during their
23 employment with Defendants.

24 22. Vacation wages are considered a form of wages under Labor Code § 200. Vested
25 vacation pay and other similar forms of paid time off earned based on labor performed are
26 considered wages that cannot be subject to forfeiture without compensation for forfeited days at the
27 applicable rates required by law.

28 23. At all relevant times, Defendants maintained policies that provide for the unlawful

1 forfeiture of vested vacation pay in violation of Labor Code § 227.3 and *Suastez v. Plastic Dress-*
2 *Up Co.*, (1982) 31 Cal. 3d 774.

3 24. Plaintiff and the aggrieved employees are entitled to vacation accrued during their
4 employment with Defendants. Upon termination, Plaintiff and the aggrieved employees were not
5 paid all accrued vacation pay.

6 **Expense Reimbursement**

7 25. Plaintiff and the aggrieved employees were required to utilize their own personal cell
8 phones and vehicles to perform their job duties, including driving to another facility approximately
9 thirty miles away.

10 26. Plaintiff and the aggrieved employees were not reimbursed for the mileage incurred
11 in driving their personal vehicles to another facility and other business expenses incurred in using
12 their personal cell phones to communicate with colleagues and upper management.

13 27. In addition, Plaintiff and the aggrieved employees were not paid at least two times
14 the minimum wage for all hours worked.

15 28. Defendants failed to reimburse Plaintiff and the aggrieved employees for such
16 necessary business expenses incurred by them.

17 **Wage Statements**

18 29. Plaintiff and the aggrieved employees were not provided with accurate wage
19 statements as mandated by law pursuant to Labor Code § 226.

20 30. Defendants failed to comply with Labor Code 0167 226(a)(1) as “gross wages
21 earned” were not accurately reflected in that all hours worked, including overtime and “off-the-
22 clock” work were not included.

23 31. Defendants failed to comply with Labor Code section 226(a)(2) as “total hours
24 worked by the employee” were not accurately reflected in that all hours worked, including overtime
25 and “off-the-clock” work were not included.

26 32. Defendants failed to comply with Labor Code section 226(a)(5) as “net wages
27 earned” were not accurately reflected in that all hours worked, including overtime and “off-the-
28 clock” work were not included.

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

2699(f)(2));

- ii. For violations of Labor Code § 203, a penalty in an amount not exceeding thirty (30) days' pay as waiting time (penalties set by Labor Code § 256);
- iii. For violations of Labor Code § 204, one hundred dollars (\$100) for each employee for each initial violation that was neither willful nor intentional, two hundred dollars (\$200) for each employee, plus 25% of the amount unlawfully withheld from each employee, for each initial violation that was either willful or intentional, and two hundred dollars (\$200) for each employee, plus twenty-five percent (25%) of the amount unlawfully withheld from each employee, for each subsequent violation, regardless of whether the subsequent violation was either willful or intentional (penalties set by Labor Code § 210);
- iv. For violations of Labor Code § 226(a), if this action is deemed to be an initial citation, two hundred and fifty dollars (\$250) for each employee for each violation. Alternatively, if an initial citation or its equivalent occurred before the filing of this action, one thousand dollars (\$1,000) for each employee for each violation (penalties set by Labor Code § 226.3);
- v. For violation of Labor Code §§ 510 and 512, fifty dollars (\$50) for each employee for each initial pay period for which the employee was underpaid, and one hundred dollars (\$100) for each employee for each subsequent pay period for which the employee was underpaid (penalties set by Labor Code § 558);
- vi. For violations of Labor Code § 1197, one hundred dollars (\$100) for each aggrieved employee for each initial violation of Labor Code § 1197 that was intentional and two hundred and fifty dollars (\$250) for each aggrieved employee per pay period for each subsequent violation of Labor Code § 1197, regardless of whether the initial violation was intentional (penalties set by Labor Code § 1197.1);

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

vii. Pursuant to Labor Code § 2699(g), Plaintiff seeks an award of reasonable attorneys' fees and costs in connection with Plaintiff's claims for civil penalties.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of herself, all other current and former non-exempt employees, and the general public, prays for relief and judgment against Defendants as follows:

- (1) Declaratory relief;
- (2) Pre-judgment interest;
- (3) Civil penalties;
- (4) Costs of suit;
- (5) Reasonable attorneys' fees; and
- (6) Such other relief as the Court deems just and proper.

Dated: April 2, 2026

SETAREH LAW GROUP

/s/ Thomas Segal

SHAUN SETAREH
THOMAS SEGAL
FARRAH GRANT
Attorneys for Plaintiff
FRANCISCA PARRA



May 15, 2026

Christopher Bjornberg
CEO
Imperial Valley Healthcare District
207 West Legion Road,
Brawley, CA 92227

Joint Commission ID #: 9767
Program: Hospital Accreditation
Accreditation Activity: Initial Unannounced Full
Event
Accreditation Activity Completed: 5/14/2026

Dear Mr. Bjornberg:

The accreditation process helps enable and affirm the highest standards of healthcare quality and patient safety for all. We appreciated the active engagement and dialogue between our organizations during the recent survey from May 12, 2026 to May 14, 2026.

The attached final Accreditation Report provides an executive summary of the survey results and prioritized requirements for improvement. For each requirement for improvement, an evidence of standards compliance must be submitted as outlined in the Accreditation report prior to rendering an accreditation decision. If any additional survey activities are required, those are included in the survey report along with specific requirements for improvement that will be reviewed during those additional events.

The Accreditation Report is posted on your secure extranet site, Joint Commission Connect. Please be assured that Joint Commission will keep the report confidential, except as required by law.

Your attention during the accreditation process demonstrates your commitment to upholding the highest standards of healthcare quality and safety for your patients, workforce and community. We share that commitment and value the ongoing collaboration between our organizations so that all people experience the safest, highest quality, best value healthcare across all settings.

Sincerely,

A handwritten signature in black ink, appearing to read "Ken Grubbs".

Ken Grubbs, DNP, MBA, RN
Executive Vice President and Chief Nursing Officer
Division of Accreditation and Certification Operations



Final Accreditation Report

**Imperial Valley Healthcare District
207 West Legion Road
Brawley, CA 92227**

**Organization Identification Number: 9767
Initial Unannounced Full Event: 5/12/2026 - 5/14/2026**

**Program Surveyed
Hospital**

Joint Commission Table of Contents

<u>Follow-up Activity</u>	<u>3</u>
<u>Executive Summary</u>	<u>4</u>
<u>Hospital</u>	<u>6</u>
• SAFER® (Survey Analysis for Evaluating Risk®) Matrix	6
• The Centers for Medicare and Medicaid Services (CMS) Summary	7
• Unannounced Medicare Deficiency Survey	8
• Requirements for Improvement (RFI)	12
<u>Appendix</u>	<u>27</u>
• SAFER® (Survey Analysis for Evaluating Risk®) Matrix Description	27
• Clarification Instructions	28

Joint Commission Follow-up Activity

Program	Survey Dates	Event Outcome	Follow-up Activity	Follow-up Time Frame or Submission Due Date
Hospital	05/12/2026 - 05/14/2026	Requirements for Improvement	Clarification (Optional)	Submit within 10 Business Days from the final posted report date
			Unannounced Medicare Deficiency Survey	Survey within 45 Calendar Days from the last day of survey
			Evidence of Standards Compliance (ESC)	Submit within 60 Calendar Days from the final posted report date

Joint Commission Executive Summary

Program: Hospital

Standard	EP	SAFER® Placement	CoP	EP Description	Included in the Unannounced Medicare Deficiency Survey (within 45 Calendar Days)	Included in the Evidence of Standards Compliance (within 60 Calendar Days)
IC.06.01.01	3	High / Widespread	§482.42(a)(3)	Activities to Reduce HAIs	✓	✓
		High / Widespread	§482.42	Activities to Reduce HAIs	✓	✓
HR.11.04.01	1	High / Limited	§482.42(c)(2)(iv)	Staff Competency Assessment	✓	✓
NPG.05.01.01	1	High / Limited		Identification of IPC Risks		✓
MM.11.01.01	1	Moderate / Limited	§482.25(b)	Med Procure/Store/Dist Law Reg		✓
MS.18.02.01	2	Moderate / Limited		FPPE: Initial Priv Request		✓
PE.04.01.01	3	Moderate / Limited	§482.41(d)(4)	Proper Vent/Light/Temp		✓
LD.13.01.01	1	Low / Pattern	§482.11(a)	Pt Care- Law & Reg Compliance		✓
PE.04.01.01	2	Low / Pattern	§482.41(d)(2)	Equipment Safe Operating Cond		✓
NPG.09.02.01	2	Low / Limited		Tissue Preparation Instruction		✓
NPG.12.05.01	2	Low / Limited		Staff Competency - Ongoing		✓
PE.03.01.01	1	Low / Limited		Life Safety Drawings		✓
PE.03.01.01	3	Low / Limited	§482.41(b)	Comply with Life Safety Code		✓
PE.03.02.01	1	Low / Limited		Written ILSM Policy		✓

Joint Commission

Standard	EP	SAFER [®] Placement	CoP	EP Description	Included in the Unannounced Medicare Deficiency Survey (within 45 Calendar Days)	Included in the Evidence of Standards Compliance (within 60 Calendar Days)
PE.04.01.01	1	Low / Limited	§482.41(c)	NFPA Compliance		✓
RC.11.02.01	1	Low / Limited	§482.24(c)(2)	Rec Entry Authenticated		✓
RC.12.01.01	3	Low / Limited	§482.24(c)(4)(v)	Med Record - Informed Consent		✓

Joint Commission

SAFER[®] (Survey Analysis for Evaluating Risk[®]) Matrix

Program: Hospital

Likelihood to harm a Patient / Visitor / Staff	ITHS	ITHS		
	High	HR.11.04.01 EP 1-Staff Competency Assessment NPG.05.01.01 EP 1-Identification of IPC Risks		IC.06.01.01 EP 3-Activities to Reduce HAIs
	Moderate	MM.11.01.01 EP 1-Med Procure/Store/Dist Law Reg MS.18.02.01 EP 2-FPPE: Initial Priv Request PE.04.01.01 EP 3-Proper Vent/Light/Temp		
	Low	NPG.09.02.01 EP 2-Tissue Preparation Instruction NPG.12.05.01 EP 2-Staff Competency - Ongoing PE.03.01.01 EP 1-Life Safety Drawings PE.03.01.01 EP 3-Comply with Life Safety Code PE.03.02.01 EP 1-Written ILSM Policy PE.04.01.01 EP 1-NFPA Compliance RC.11.02.01 EP 1-Rec Entry Authenticated RC.12.01.01 EP 3-Med Record - Informed Consent	LD.13.01.01 EP 1-Pt Care- Law & Reg Compliance PE.04.01.01 EP 2-Equipment Safe Operating Cond	
	Limited	Pattern	Widespread	
	Scope			

Joint Commission

The Centers for Medicare and Medicaid Services (CMS) Summary

Program: Hospital

CoP(s)	Tag	CoP Score	Corresponds to:	Included in the Unannounced Medicare Deficiency Survey (within 45 Calendar Days)
§482.42	A-0747	Condition	HAP/IC.06.01.01/EP3	✓
§482.42(a)(3)	A-0750		HAP/IC.06.01.01/EP3	✓
§482.42(c)(2)(iv)	A-0775		HAP/HR.11.04.01/EP1	✓
§482.11	A-0020	Standard	HAP	
§482.11(a)	A-0021		HAP/LD.13.01.01/EP1	
§482.24	A-0431	Standard	HAP	
§482.24(c)(2)	A-0454		HAP/RC.11.02.01/EP1	
§482.24(c)(4)(v)	A-0466		HAP/RC.12.01.01/EP3	
§482.25	A-0489	Standard	HAP	
§482.25(b)	A-0500		HAP/MM.11.01.01/EP1	
§482.41	A-0700	Standard	HAP	
§482.41(b)	A-0709		HAP/PE.03.01.01/EP3	
§482.41(c)	A-0720		HAP/PE.04.01.01/EP1	
§482.41(d)(2)	A-0724		HAP/PE.04.01.01/EP2	
§482.41(d)(4)	A-0726		HAP/PE.04.01.01/EP3	

Joint Commission

Requirements for Improvement in the Unannounced Medicare Deficiency Survey

This section identifies the Requirements for Improvement (RFIs) to be included in the scope of the Medicare Deficiency Survey that will occur within 45 calendar days from the last day of survey.

Program: Hospital

SAFER® Placement	Standard	EP	EP Text	Observation	CoP and CoP Text
High Widespread	IC.06.01.01	3	The hospital implements activities for the surveillance, prevention, and control of health care-associated infections and other infectious diseases, including maintaining a clean and sanitary environment to avoid sources and transmission of infection, and addresses any infection control issues identified by public health authorities that could impact the hospital.	1) Observed in Tracer Activities at Imperial Valley Healthcare District (207 West Legion Road, Brawley, CA) site . The organization was not following the manufacturer's instructions for use for the test strips used to confirm the "minimum recommended concentration (MRC)" of the 2% accelerated hydrogen peroxide (AHP) solution used in the organization's endoscopy unit as evidenced by not performing the required quality control testing of the test strips when a new vial of test strips is opened. The observation was confirmed by department leadership.	§482.42(a)(3) - (3) The infection prevention and control program includes surveillance, prevention, and control of HAIs, including maintaining a clean and sanitary environment to avoid sources and transmission of infection, and addresses any infection control issues identified by public health authorities; and
				2) Observed in Tracer Activities at Imperial Valley Healthcare District (207 West Legion Road, Brawley, CA) site . The organization was not following the manufacturer's instructions for use for the test strips used to confirm the "minimum recommended concentration (MRC)" of the 2% accelerated hydrogen peroxide (AHP) solution in the organization's radiology department as evidenced by not performing the required quality control testing of the test strips when a new vial of test strips is opened. In addition, the open vial of test strips observed did not have the date the vial was opened and documentation of a "revised expiration date of 180 days after the vial of test strips was opened". The observation was confirmed by department leadership.	§482.42(a)(3) - (3) The infection prevention and control program includes surveillance, prevention, and control of HAIs, including maintaining a clean and sanitary environment to avoid sources and transmission of infection, and addresses any infection control issues identified by public health authorities; and

Joint Commission Requirements for Improvement in the Unannounced Medicare Deficiency Survey

Program: Hospital

SAFER® Placement	Standard	EP	EP Text	Observation	CoP and CoP Text
				<p>3) Observed in Tracer Activities at Imperial Valley Healthcare District (207 West Legion Road, Brawley, CA) site . The organization was not following the manufacturer's instructions for use for the 2% accelerated hydrogen peroxide (AHP) solution as evidenced by not checking the temperature of the high level disinfection (HLD) solution prior to the reprocessing of the endocavity ultrasound probes used for vaginal ultrasound examinations. Of note, the temperature of the room on the day of survey where the endocavity probes undergo high level disinfection was 71 degrees. The radiology staff stated that the endocavity probes are generally used and reprocessed daily. The observation was confirmed by department leadership.</p>	<p>§482.42 - §482.42 Condition of participation: Infection prevention and control and antibiotic stewardship programs.</p> <p>The hospital must have active hospital-wide programs for the surveillance, prevention, and control of HAIs and other infectious diseases, and for the optimization of antibiotic use through stewardship. The programs must demonstrate adherence to nationally recognized infection prevention and control guidelines, as well as to best practices for improving antibiotic use where applicable, and for reducing the development and transmission of HAIs and antibiotic-resistant organisms. Infection prevention and control problems and antibiotic use issues identified in the programs must be addressed in collaboration</p>

Joint Commission Requirements for Improvement in the Unannounced Medicare Deficiency Survey

Program: Hospital

SAFER [®] Placement	Standard	EP	EP Text	Observation	CoP and CoP Text
					with the hospital-wide quality assessment and performance improvement (QAPI) program.
				4) Observed in Tracer Activities at Imperial Valley Healthcare District (751 W. Legion Road, STE 103, Brawley, CA) site . The organization was not following the manufacturer's instructions for use for the 2% accelerated hydrogen peroxide (AHP) solution as evidenced by not checking the temperature of the high level disinfection (HLD) solution prior to the reprocessing of the endocavity ultrasound probes used for transrectal ultrasound examinations and they were not recording the soak times. Of note, the temperature of the room on the day of survey where the endocavity probes undergo high level disinfection was 70 degrees. The observation was confirmed by Chief Nursing Officer.	§482.42(a)(3) - (3) The infection prevention and control program includes surveillance, prevention, and control of HAIs, including maintaining a clean and sanitary environment to avoid sources and transmission of infection, and addresses any infection control issues identified by public health authorities; and

Joint Commission Requirements for Improvement in the Unannounced Medicare Deficiency Survey

Program: Hospital

SAFER® Placement	Standard	EP	EP Text	Observation	CoP and CoP Text
High Limited	HR.11.04.01	1	Staff competence is initially assessed and documented as part of orientation and once every three years, or more frequently as required by hospital policy or in accordance with law and regulation.	1) Observed in Tracer Activities at Imperial Valley Healthcare District (207 West Legion Road, Brawley, CA) site . The organization was not following their organizational practice where employees performing high level disinfection for reprocessing reusable medical devices must complete competency-based training for high level disinfection on an annual basis. This was evidenced by the lead ultrasound technician performing high level disinfection (HLD) of endocavity ultrasound probes not having documented competencies for performing HLD activities. The observation was confirmed by department leadership.	§482.42(c)(2)(iv) - (iv) Competency-based training and education of hospital personnel and staff, including medical staff, and, as applicable, personnel providing contracted services in the hospital, on the practical applications of infection prevention and control guidelines, policies, and procedures.
				2) Observed in Tracer Activities at Imperial Valley Healthcare District (751 W. Legion Road, STE 103, Brawley, CA) site . The organization was not following their organizational practice where employees performing high level disinfection for reprocessing reusable medical devices must complete competency-based training for high level disinfection on an annual basis. This was evidenced by the RN that is performing high level disinfection (HLD) of transrectal ultrasound probes in the Urology clinic did not having documented competencies for performing HLD activities. The observation was confirmed by the Chief Nursing Officer.	§482.42(c)(2)(iv) - (iv) Competency-based training and education of hospital personnel and staff, including medical staff, and, as applicable, personnel providing contracted services in the hospital, on the practical applications of infection prevention and control guidelines, policies, and procedures.

Joint Commission

Requirements for Improvement

This section identifies the Requirements for Improvement (RFIs) that require submission of an Evidence of Standards Compliance to occur within 60 days from the final posted report date.

Program: Hospital

SAFER® Placement	Standard	EP	EP Text	Observation	CoP and CoP Text
High Widespread	IC.06.01.01	3	The hospital implements activities for the surveillance, prevention, and control of health care-associated infections and other infectious diseases, including maintaining a clean and sanitary environment to avoid sources and transmission of infection, and addresses any infection control issues identified by public health authorities that could impact the hospital.	1) Observed in Tracer Activities at Imperial Valley Healthcare District (207 West Legion Road, Brawley, CA) site . The organization was not following the manufacturer's instructions for use for the test strips used to confirm the "minimum recommended concentration (MRC)" of the 2% accelerated hydrogen peroxide (AHP) solution used in the organization's endoscopy unit as evidenced by not performing the required quality control testing of the test strips when a new vial of test strips is opened. The observation was confirmed by department leadership.	§482.42(a)(3) - (3) The infection prevention and control program includes surveillance, prevention, and control of HAIs, including maintaining a clean and sanitary environment to avoid sources and transmission of infection, and addresses any infection control issues identified by public health authorities; and
				2) Observed in Tracer Activities at Imperial Valley Healthcare District (207 West Legion Road, Brawley, CA) site . The organization was not following the manufacturer's instructions for use for the test strips used to confirm the "minimum recommended concentration (MRC)" of the 2% accelerated hydrogen peroxide (AHP) solution in the organization's radiology department as evidenced by not performing the required quality control testing of the test strips when a new vial of test strips is opened. In addition, the open vial of test strips observed did not have the date the vial was opened and documentation of a "revised expiration date of 180 days after the vial of test strips was opened". The observation was confirmed by department leadership.	§482.42(a)(3) - (3) The infection prevention and control program includes surveillance, prevention, and control of HAIs, including maintaining a clean and sanitary environment to avoid sources and transmission of infection, and addresses any infection control issues identified by public health authorities; and

Joint Commission Requirements for Improvement

Program: Hospital

SAFER [®] Placement	Standard	EP	EP Text	Observation	CoP and CoP Text
				<p>3) Observed in Tracer Activities at Imperial Valley Healthcare District (207 West Legion Road, Brawley, CA) site . The organization was not following the manufacturer's instructions for use for the 2% accelerated hydrogen peroxide (AHP) solution as evidenced by not checking the temperature of the high level disinfection (HLD) solution prior to the reprocessing of the endocavity ultrasound probes used for vaginal ultrasound examinations. Of note, the temperature of the room on the day of survey where the endocavity probes undergo high level disinfection was 71 degrees. The radiology staff stated that the endocavity probes are generally used and reprocessed daily. The observation was confirmed by department leadership.</p>	<p>§482.42 - §482.42 Condition of participation: Infection prevention and control and antibiotic stewardship programs.</p> <p>The hospital must have active hospital-wide programs for the surveillance, prevention, and control of HAIs and other infectious diseases, and for the optimization of antibiotic use through stewardship. The programs must demonstrate adherence to nationally recognized infection prevention and control guidelines, as well as to best practices for improving antibiotic use where applicable, and for reducing the development and transmission of HAIs and antibiotic-resistant organisms. Infection prevention and control problems and antibiotic use issues identified in the programs must be addressed in collaboration with the hospital-wide quality assessment and performance improvement (QAPI) program.</p>

Joint Commission Requirements for Improvement

Program: Hospital

SAFER [®] Placement	Standard	EP	EP Text	Observation	CoP and CoP Text
				4) Observed in Tracer Activities at Imperial Valley Healthcare District (751 W. Legion Road, STE 103, Brawley, CA) site . The organization was not following the manufacturer's instructions for use for the 2% accelerated hydrogen peroxide (AHP) solution as evidenced by not checking the temperature of the high level disinfection (HLD) solution prior to the reprocessing of the endocavity ultrasound probes used for transrectal ultrasound examinations and they were not recording the soak times. Of note, the temperature of the room on the day of survey where the endocavity probes undergo high level disinfection was 70 degrees. The observation was confirmed by Chief Nursing Officer.	§482.42(a)(3) - (3) The infection prevention and control program includes surveillance, prevention, and control of HAIs, including maintaining a clean and sanitary environment to avoid sources and transmission of infection, and addresses any infection control issues identified by public health authorities; and
High Limited	HR.11.04.01	1	Staff competence is initially assessed and documented as part of orientation and once every three years, or more frequently as required by hospital policy or in accordance with law and regulation.	1) Observed in Tracer Activities at Imperial Valley Healthcare District (207 West Legion Road, Brawley, CA) site . The organization was not following their organizational practice where employees performing high level disinfection for reprocessing reusable medical devices must complete competency-based training for high level disinfection on an annual basis. This was evidenced by the lead ultrasound technician performing high level disinfection (HLD) of endocavity ultrasound probes not having documented competencies for performing HLD activities. The observation was confirmed by department leadership.	§482.42(c)(2)(iv) - (iv) Competency-based training and education of hospital personnel and staff, including medical staff, and, as applicable, personnel providing contracted services in the hospital, on the practical applications of infection prevention and control guidelines, policies, and procedures.

Joint Commission Requirements for Improvement

Program: Hospital

SAFER [®] Placement	Standard	EP	EP Text	Observation	CoP and CoP Text
				<p>2) Observed in Tracer Activities at Imperial Valley Healthcare District (751 W. Legion Road, STE 103, Brawley, CA) site . The organization was not following their organizational practice where employees performing high level disinfection for reprocessing reusable medical devices must complete competency-based training for high level disinfection on an annual basis. This was evidenced by the RN that is performing high level disinfection (HLD) of transrectal ultrasound probes in the Urology clinic did not having documented competencies for performing HLD activities. The observation was confirmed by the Chief Nursing Officer.</p>	<p>§482.42(c)(2)(iv) - (iv) Competency-based training and education of hospital personnel and staff, including medical staff, and, as applicable, personnel providing contracted services in the hospital, on the practical applications of infection prevention and control guidelines, policies, and procedures.</p>
High Limited	NPG.05.01.01	1	<p>To prioritize the program's activities, the hospital identifies risks for infection, contamination, and exposure that pose a risk to patients and staff based on the following:</p> <ul style="list-style-type: none"> - Its geographic location, community, and population served - The care, treatment, and services it provides - The analysis of surveillance activities and other infection control data - Relevant infection control issues identified by the local, state, or federal public health authorities that could impact the hospital <p>Note: Risks may include organisms with a propensity for transmission within health care facilities based on published reports and the occurrence of clusters of patients (for example, norovirus, respiratory syncytial virus, influenza, measles, organisms with antimicrobial resistance such as Carbapenem-resistant Enterobacterales [CRE] and Candida auris).</p>	<p>1) Observed in Infection Control Tracer at Imperial Valley Healthcare District (207 West Legion Road, Brawley, CA) site . The organization did not address high level disinfection (HLD) and sterilization as a potential risk during their annual risk assessment when infection control issues related to high level disinfection (HLD) and sterilization were identified as evidenced by the organization's "Imperial Valley Healthcare District 2026 Infection Prevention and Control Risk Assessment" not identifying and incorporating high level disinfection as a "Risk/Infection Event" in conjunction with observed deviations in practice and not following the manufacture's instructions for use in the three locations identified where HLD is being performed. The observation was confirmed by organizational leadership.</p>	

Joint Commission Requirements for Improvement

Program: Hospital

SAFER [®] Placement	Standard	EP	EP Text	Observation	CoP and CoP Text
Moderate Limited	MM.11.01.01	1	<p>Drugs and biologicals are procured, stored, controlled, and distributed in accordance with federal and state laws and accepted standards of practice.</p> <p>Note: The hospital stores medications, including sample medications, according to the manufacturers' recommendations or, in the absence of such recommendations, according to a pharmacist's instructions.</p>	<p>1) Observed in Record Review at Imperial Valley Healthcare District (207 West Legion Road, Brawley, CA) site . Observed during open record review of a patient in the post anesthesia care unit (PACU), the patient had two (2) medication orders for the same indication without prioritization, representing therapeutic duplication. The patient orders included acetaminophen 1000 mg IV PRN pain and hydromorphone 0.5 mg IV PRN severe pain. The patient was noted to have severe pain and was given two doses of hydromorphone followed by administration of IV acetaminophen, all for severe pain. There was no process in place to guide the staff to which medication to administer first. The observation was confirmed by the Director of Pharmacy that this represented therapeutic duplication.</p>	<p>§482.25(b) - §482.25(b) Standard: Delivery of Services</p> <p>In order to provide patient safety, drugs and biologicals must be controlled and distributed in accordance with applicable standards of practice, consistent with Federal and State law.</p>
Moderate Limited	MS.18.02.01	2	<p>A period of focused professional practice evaluation is implemented for all initially requested privileges.</p>	<p>1) Observed in Credentialing and Privileging at Imperial Valley Healthcare District (207 West Legion Road, Brawley, CA) site . The medical staff did not follow their policy "Focused Professional Practice Evaluation (FPPE), last revised 04/09/2024" as evidenced by two (2) out of (2) credentialing and privileging files for recently appointed members to the medical staff not having performance of a FPPE. The observation was confirmed by medical staff office leadership.</p>	

Joint Commission Requirements for Improvement

Program: Hospital

SAFER® Placement	Standard	EP	EP Text	Observation	CoP and CoP Text
Moderate Limited	PE.04.01.01	3	The hospital has proper ventilation, lighting, and temperature control in all pharmaceutical, patient care, and food preparation areas.	1) Observed in Building Tour at Imperial Valley Healthcare District (207 West Legion Road, Brawley, CA) site . Using a handheld airflow indicator, airflow was confirmed to move from the men's and women's locker rooms into the Sterile Processing clean core. The clean core is intended to be maintained at a higher level of environmental control and should be positive to adjacent support spaces. Verified by the Facilities director.	§482.41(d)(4) - (4) There must be proper ventilation, light, and temperature controls in pharmaceutical, food preparation, and other appropriate areas.
Low Pattern	LD.13.01.01	1	The hospital provides care, treatment, and services in accordance with licensure requirements and federal, state, and local laws, rules, and regulations. Note: For hospitals that use Joint Commission accreditation for deemed status purposes: The hospital meets the Centers for Medicare & Medicaid Services' (CMS) definition of a hospital in accordance with 42 CFR 482.1(a)(1) and (b). (Refer to https://www.ecfr.gov/ for the language of this CMS requirement)	1) Observed in Record Review at Imperial Valley Healthcare District (207 West Legion Road, Brawley, CA) site . Observed during evaluation of the organization's tissue management processes, the organization could not provide evidence that they were retaining the manufacturer's instructions for use/package inserts and outdated publications for a minimum of 10 years. The observation was confirmed by department leadership.	§482.11(a) - (a) The hospital must be in compliance with applicable Federal laws related to the health and safety of patients.

Joint Commission Requirements for Improvement

Program: Hospital

SAFER [®] Placement	Standard	EP	EP Text	Observation	CoP and CoP Text
Low Pattern	PE.04.01.01	2	<p>The hospital maintains essential equipment in safe operating condition.</p> <p>Note 1: For fire/smoke detection, alarm, and extinguishing system testing: All inspecting activities are documented with the name of the activity; date of the activity; inventory of devices, equipment, or other items; required frequency; name and contact information of person who performed the activity; NFPA standard(s) referenced for the activity; and results of the activity.</p> <p>Note 2: For all other equipment: Inspection, testing, and maintenance activities are documented in accordance with manufacturer's recommendations or established alternative equipment maintenance (AEM) activities and frequencies defined in the AEM program.</p>	<p>1) Observed in Building Tour at Imperial Valley Healthcare District (207 West Legion Road, Brawley, CA) site . Two ice machines in Labor and Delivery were observed to be heavily soiled. This was verified by the director of Facilities. The surveyor has validated while onsite the organization completed an Interim Life Safety Measure (ILSM) risk assessment for the identified Life Safety Code deficiency. The organization's assessment has shown that no ILSM is needed.</p>	<p>§482.41(d)(2) - (2) Facilities, supplies, and equipment must be maintained to ensure an acceptable level of safety and quality.</p>
Low Limited	NPG.09.02.01	2	<p>The hospital identifies, in writing, the materials and related instructions used to prepare or process tissues.</p>	<p>1) Observed in Record Review at Imperial Valley Healthcare District (207 West Legion Road, Brawley, CA) site . Observed during closed record review, two (2) out of two (2) patients who received tissue implantation that required reconstitution and/or thaw/rinsing with normal saline did not have the lot number and expiration date of the normal saline used recorded in the medical record or any other tissue management documents. The observation was confirmed by department leadership.</p>	

Joint Commission Requirements for Improvement

Program: Hospital

SAFER® Placement	Standard	EP	EP Text	Observation	CoP and CoP Text
Low Limited	NPG.12.05.01	2	The hospital evaluates staff performance once every three years, or more frequently as required by hospital policy or in accordance with law and regulation. Staff are evaluated based on performance expectations that reflect their job responsibilities. This evaluation is documented.	1) Observed in Competency Session at Imperial Valley Healthcare District (205 West Legion Rd, Brawley, CA) site . During the competency review session,there was not a completed RN annual evaluation for 2025. The facility policy Performance Appraisal System dated 09/2022 requires an annual evaluation to be completed on all employees. The Human Resource Director and Chief Nursing Officer was in attendance for this session.	
Low Limited	PE.03.01.01	1	The hospital maintains current and accurate drawings denoting features of fire safety and related square footage. Fire safety features include the following: <ul style="list-style-type: none"> - Areas of the building that are fully sprinklered (if the building is partially sprinklered) - Locations of all hazardous storage areas - Locations of all fire-rated barriers - Locations of all smoke-rated barriers - Sleeping and non-sleeping suite boundaries, including the size of the identified suites - Locations of designated smoke compartments - Locations of chutes and shafts - Any approved equivalencies or waivers 	1) Observed in Building Tour at Imperial Valley Healthcare District (207 West Legion Road, Brawley, CA) site . Life Safety drawings were not current and did not accurately identify suite boundaries, hazardous rooms, and smoke and fire barriers. this was verified by the director of facilities.	

Joint Commission Requirements for Improvement

Program: Hospital

SAFER® Placement	Standard	EP	EP Text	Observation	CoP and CoP Text
Low Limited	PE.03.01.01	3	<p>The hospital meets the applicable provisions of the Life Safety Code (NFPA 101-2012 and Tentative Interim Amendments [TIA] 12-1, 12-2, 12-3, and 12-4).</p> <p>Note 1: Outpatient surgical departments meet the provisions applicable to ambulatory health care occupancies, regardless of the number of patients served.</p> <p>Note 2: For hospitals that use Joint Commission accreditation for deemed status purposes: The provisions of the Life Safety Code do not apply in a state where the Centers for Medicare & Medicaid Services (CMS) finds that a fire and safety code imposed by state law adequately protects patients in hospitals.</p> <p>Note 3: For hospitals that use Joint Commission accreditation for deemed status purposes: In consideration of a recommendation by the state survey agency or accrediting organization or at the discretion of the Secretary for the US Department of Health & Human Services, CMS may waive, for periods deemed appropriate, specific provisions of the Life Safety Code that would result in unreasonable hardship upon a hospital, but only if the waiver will not adversely affect the health and safety of the patients.</p> <p>Note 4: All inspecting activities are documented with the name of the activity; date of the activity; inventory of devices, equipment, or other items; required frequency; name and contact information of person who performed the activity; NFPA standard(s) referenced for the activity; and results of the activity.</p>	<p>1) Observed in Building Tour at Imperial Valley Healthcare District (207 West Legion Road, Brawley, CA) site . Two penetrations were observed above the ceiling in Sterile Processing. The area is protected by automatic sprinklers and smoke detection. The annular spaces exceeded 1/8 inch and had not been sealed. Verified by facilities director. The surveyor has validated while onsite the organization completed an Interim Life Safety Measure (ILSM) risk assessment for the identified Life Safety Code deficiency. The organization's assessment has shown that no ILSM is needed.</p>	<p>§482.41(b) - §482.41(b) Standard: Life Safety from Fire</p> <p>The hospital must ensure that the life safety from fire requirements are met.</p>

Joint Commission Requirements for Improvement

Program: Hospital

SAFER® Placement	Standard	EP	EP Text	Observation	CoP and CoP Text
				2) Observed in Building Tour at Imperial Valley Healthcare District (207 West Legion Road, Brawley, CA) site . A Cubical wall was erected to separate a section of the SPD but was blocking access to a required means of egress. Verified by the director of Facilities. The surveyor has validated while onsite the organization completed an Interim Life Safety Measure (ILSM) risk assessment for the identified Life Safety Code deficiency. The organization's assessment has shown that no ILSM is needed.	§482.41(b) - §482.41(b) Standard: Life Safety from Fire The hospital must ensure that the life safety from fire requirements are met.
				3) Observed in Building Tour at Imperial Valley Healthcare District (207 West Legion Road Brawley, CA) site . The fire-rated door located between Labor and Delivery and the Definitive Observation Unit did not positively latch when tested. Verified by the director of facilities. The surveyor has validated while onsite the organization completed an Interim Life Safety Measure (ILSM) risk assessment for the identified Life Safety Code deficiency. The organization's assessment has shown that no ILSM is needed.	§482.41(b) - §482.41(b) Standard: Life Safety from Fire The hospital must ensure that the life safety from fire requirements are met.
				4) Observed in Building Tour at Imperial Valley Healthcare District (207 West Legion Road Brawley, CA) site . On the second floor outside Labor and Delivery, the trash chute intake door did not self-close and positively latch. This was verified by the Director of Facilities. The surveyor has validated while onsite the organization completed an Interim Life Safety Measure (ILSM) risk assessment for the identified Life Safety Code deficiency. The organization's assessment has shown that no ILSM is needed.	§482.41(b) - §482.41(b) Standard: Life Safety from Fire The hospital must ensure that the life safety from fire requirements are met.

Joint Commission Requirements for Improvement

Program: Hospital

SAFER [®] Placement	Standard	EP	EP Text	Observation	CoP and CoP Text
				5) Observed in Building Tour at Imperial Valley Healthcare District (207 West Legion Road Brawley, CA) site . The fire exit stair enclosure at the rear of Labor and Delivery contained a stair chair and skedco which were mounted to the wall within the stairwell. Verified by the Director of Facilities. The surveyor has validated while onsite the organization completed an Interim Life Safety Measure (ILSM) risk assessment for the identified Life Safety Code deficiency. The organization's assessment has shown that no ILSM is needed.	§482.41(b) - §482.41(b) Standard: Life Safety from Fire The hospital must ensure that the life safety from fire requirements are met.
				6) Observed in Building Tour at Imperial Valley Healthcare District (207 West Legion Road, Brawley, CA) site . Orthopedic supply boxes were stored in a non-suite corridor outside the OR for longer than 30 minutes. The boxes were not on wheels and reduced the required width of the means of egress. This was verified by the Director of Facilities. The surveyor has validated while onsite the organization completed an Interim Life Safety Measure (ILSM) risk assessment for the identified Life Safety Code deficiency. The organization's assessment has shown that no ILSM is needed.	§482.41(b) - §482.41(b) Standard: Life Safety from Fire The hospital must ensure that the life safety from fire requirements are met.

Joint Commission Requirements for Improvement

Program: Hospital

SAFER® Placement	Standard	EP	EP Text	Observation	CoP and CoP Text
Low Limited	PE.03.02.01	1	<p>The hospital has a written interim life safety measures (ILSM) policy that covers situations when Life Safety Code deficiencies cannot be immediately corrected or during periods of construction. The policy includes criteria for evaluating when and to what extent the hospital implements PE.03.02.01, EPs 2–15, to compensate for increased life safety risk. The criteria include the assessment process to determine when ILSM are implemented.</p> <p>Note: For any Life Safety Code deficiency that cannot be immediately corrected during survey, the hospital identifies which ILSM in its policy will be implemented until the issue is corrected.</p>	<p>1) Observed in Document Review at Imperial Valley Healthcare District (207 West Legion Road Brawley, CA) site . In 2025, the organization identified 46 fire and smoke dampers that failed required inspection and testing. No Interim Life Safety Measures (ILSM) assessments were completed for any of the failed dampers, and no documentation was available to demonstrate compensatory measures implemented to mitigate the resulting impairment to the fire and smoke barrier system. Verified by the Facilities Director. The surveyor has validated while onsite the organization completed an Interim Life Safety Measure (ILSM) risk assessment for the identified Life Safety Code deficiency. The organization’s assessment has shown that no ILSM is needed.</p>	
Low Limited	PE.04.01.01	1	<p>The hospital meets the applicable provisions and proceeds in accordance with the Health Care Facilities Code (NFPA 99-2012 and Tentative Interim Amendments [TIA] 12-2, 12-3, 12-4, 12-5, and 12-6).</p> <p>Note 1: Chapters 7, 8, 12, and 13 of the Health Care Facilities Code do not apply.</p> <p>Note 2: If application of the Health Care Facilities Code would result in unreasonable hardship for the hospital, the Centers for Medicare & Medicaid Services may waive specific provisions of the Health Care Facilities Code, but only if the waiver does not adversely affect the health and safety of patients.</p>	<p>1) Observed in Tracer Activities at Imperial Valley Healthcare District (207 West Legion Road, Brawley, CA) site . Observed during tour of operating room 10, a relocatable power tap (RPT) was identified laying on the floor and not part of a fixed, tested assembly. Items plugged into the RPT included the operating room table/bed, a patient warming blanket and an IV infusion pump that was mounted on a pole. The observation was confirmed by department leadership.</p>	<p>§482.41(c) - (c) Standard: Building safety.</p> <p>Except as otherwise provided in this section, the hospital must meet the applicable provisions and must proceed in accordance with the Health Care Facilities Code (NFPA 99 and Tentative Interim Amendments TIA 12–2, TIA 12–3, TIA 12–4, TIA 12–5 and TIA 12–6).</p>

Joint Commission Requirements for Improvement

Program: Hospital

SAFER [®] Placement	Standard	EP	EP Text	Observation	CoP and CoP Text
				<p>2) Observed in Building Tour at Imperial Valley Healthcare District (207 West Legion Road Brawley, CA) site . In the Definitive Observation Unit, panel F had breakers 16, 19, and 20 in the "on" position that were not identified in the panel directory. Verified by the Director of Facilities. The surveyor discussed the Life Safety deficiency with the organization, and it was determined that the following ILSMs will be implemented until the deficiency has been resolved and according to the organization's ILSM policy:</p>	<p>§482.41(c) - (c) Standard: Building safety.</p> <p>Except as otherwise provided in this section, the hospital must meet the applicable provisions and must proceed in accordance with the Health Care Facilities Code (NFPA 99 and Tentative Interim Amendments TIA 12-2, TIA 12-3, TIA 12-4, TIA 12-5 and TIA 12-6).</p>

Joint Commission Requirements for Improvement

Program: Hospital

SAFER® Placement	Standard	EP	EP Text	Observation	CoP and CoP Text
Low Limited	RC.11.02.01	1	All orders, including verbal orders, are dated, timed, and authenticated by the ordering physician or other licensed practitioner who is responsible for the patient's care and who is authorized to write orders, in accordance with hospital policy, law and regulation, and medical staff bylaws, rules, and regulations.	1) Observed in Surveyor review but corrected onsite pending acceptable Evidence of Standards Compliance at Imperial Valley Healthcare District (207 West Legion Road, Brawley, CA) site . The medical staff did not follow the "General Rules and Regulations of the Medical Staff, dated March 2015" as evidenced by not authenticating telephone/verbal orders for restraints "within 24 hours". The Rules and Regulations state in section III.C - Restraints: "the physician must authenticate all verbal orders or telephone orders at his/her next visit to the hospital and in no more than 24 hours of the intervention (1 hour for behavioral restraint orders)". Two orders were identified in two separate patient medical records being reviewed during the closed medical record review of restraints. The restraint orders (telephone) were placed in the first record on 12/16/2025 and authenticated on 12/20/2025 and the restraint order for the second record was placed on 02/20/2026 and authenticated on 03/12/2026. The observations were confirmed by staff assisting with closed medical record review.	§482.24(c)(2) - (2) All orders, including verbal orders, must be dated, timed, and authenticated promptly by the ordering practitioner or by another practitioner who is responsible for the care of the patient only if such a practitioner is acting in accordance with State law, including scope-of-practice laws, hospital policies, and medical staff bylaws, rules, and regulations.

Joint Commission Requirements for Improvement

Program: Hospital

SAFER® Placement	Standard	EP	EP Text	Observation	CoP and CoP Text
Low Limited	RC.12.01.01	3	<p>The medical record contains any informed consent, when required by hospital policy or federal or state law or regulation.</p> <p>Note: The properly executed informed consent is placed in the patient's medical record prior to surgery, except in emergencies. A properly executed informed consent contains documentation of a patient's mutual understanding of and agreement for care, treatment, and services through written signature; electronic signature; or, when a patient is unable to provide a signature, documentation of the verbal agreement by the patient or surrogate decision-maker.</p>	<p>1) Observed in Record Review at Imperial Valley Healthcare District (207 West Legion Road, Brawley, CA) site . During a closed record review of a patient in the ER on 3-10-2026 who had a procedure for a reduction of right hip the consent form lacked a signature for a witness. This does not follow the organizational policy Informed Consent dated 2-25-2026. The Chief Nursing Officer and QM Scribe was in attendance.</p>	<p>§482.24(c)(4)(v) - (v) Properly executed informed consent forms for procedures and treatments specified by the medical staff, or by Federal or State law if applicable, to require written patient consent.</p>

Joint Commission

Appendix

SAFER[®] (Survey Analysis for Evaluating Risk[®]) Matrix Description

All Requirements for Improvement (RFIs) are plotted on the SAFER matrix according to the likelihood the issue could cause harm to patient(s), staff, and/or visitor(s), and the scope at which the RFI is observed. Combined, these characteristics identify a risk level for each RFI, which in turn will determine the level of required post-survey follow up. As the risk level of an RFI increases, the placement of the standard and Element of Performance moves from the bottom left corner to the upper right. The definitions for the Likelihood to Harm a Patient/Staff/Visitor and Scope are as follows:

Likelihood to Harm a Patient/Staff/Visitor:

- Low: harm could happen, but would be rare
- Moderate: harm could happen occasionally
- High: harm could happen any time

Scope:

- Limited: unique occurrence that is not representative of routine/regular practice
- Pattern: multiple occurrences with potential to impact few/some patients, staff, visitors and/or settings
- Widespread: multiple occurrences with potential to impact most/all patients, staff, visitors and/or settings

The Evidence of Standards Compliance (ESC) or Plan of Correction (POC) forms with findings of a higher risk will require two additional fields within the ESC or POC. The organization will provide a more detailed description of Leadership Involvement and Preventive Analysis to assist in sustainment of the compliance plan. Additionally, these higher risk findings will be provided to surveyors for possible review or onsite validation during any subsequent onsite surveys, up until the next full survey occurs. The below legend illustrates the follow-up activity associated with each level of risk.

SAFER [®] Matrix Placement	Required Follow-Up Activity
HIGH/LIMITED HIGH/PATTERN HIGH/WIDESPREAD	<ul style="list-style-type: none"> Two additional areas surrounding Leadership Involvement and Preventive Analysis will be included in the ESC or POC Finding will be highlighted for potential review by surveyors on subsequent onsite surveys up to and including the next full survey or review
MODERATE/PATTERN MODERATE/WIDESPREAD	
MODERATE/LIMITED LOW/PATTERN LOW/WIDESPREAD	<ul style="list-style-type: none"> ESC or POC will not include Leadership Involvement and Preventive Analysis
LOW/LIMITED	

Joint Commission

Appendix

Clarification Instructions

Documents not available at the time of survey

Any required documents that are not available at the time of survey will no longer be eligible for the clarification process. These RFIs will become action items in the post-survey ESC process.

Clerical Errors

Clerical errors in the report will no longer be eligible for the clarification process. The Joint Commission will work with the organization to correct the clerical error, so that the report is accurate. The corrected RFIs will become action items in the post-survey process.

The clarification process provides an organization the opportunity to demonstrate compliance with standards that were scored “not compliant” at the time of the survey. The organization has 10 business days from the date the report is published on the extranet site to submit the clarification. *The Evidence of Standards Compliance (ESC) due dates will remain the same whether or not the organization submits a clarification and/or is successful in the clarification process.*

Clarifications may take either of the following forms:

- An organization believes it had adequate evidence available to the surveyor(s) and was in compliance **at the time of the survey**. (Please note that actions taken during or immediately after the survey will not be considered). The organization must use the clarification form to support their contention.
- The organization has detailed evidence that was not immediately available **at the time of the survey**. The clarification must include an explanation as to why the surveyor(s) did not have access to the information or why it was not provided to the surveyor(s) at the time of the survey. However, any required documents that are not available at the time of survey are not eligible for the Clarification Process. These RFIs will become action items in the post-survey ESC process.
- Please do not submit supplemental documentation unless requested by The Joint Commission. If additional information is requested, the organization will be required to highlight the relevance to the standards in the documentation.



May 15, 2026

Christopher Bjornberg
CEO
Imperial Valley Healthcare District
207 West Legion Road
Brawley, CA 92227

Re: # 9767
CCN: # 050342
Deemed Program: Hospital
Accreditation Deferred Date: May 15, 2026

Dear Mr. Bjornberg:

This letter confirms that your May 12, 2026 - May 14, 2026 unannounced initial survey was conducted for the purposes of assessing compliance with the Medicare conditions for hospitals through Joint Commission's deemed status survey process.

As a result of receiving a Condition-level Deficiency during an initial deemed status survey, your organization is required to participate in an unannounced Medicare deficiency follow-up survey within 45 calendar days from the end of the survey identified above for the Medicare Conditions of Participation/Conditions for Coverage listed below. Your organization is also required to submit written Evidence of Standards Compliance for all Requirements for Improvement identified in the official accreditation survey report.

§482.42 Condition of Participation: Infection Control

As required by Medicare, Joint Commission must defer making a recommendation for Medicare certification until full compliance with all Medicare and Accreditation requirements has been achieved. Please note that the Centers for Medicare and Medicaid Services (CMS) Medicare Administrative Contractor (MAC) makes the final determination regarding your Medicare participation and the effective date of participation in accordance with the regulations at 42 CFR 489.13.

This recommendation applies to the following location(s):

Imperial Valley Healthcare District
207 West Legion Road, Brawley, CA, 92227

Imperial Valley Healthcare District
d/b/a Pioneers Health Center Women's Health
751 W Legion Rd Suite 201, Brawley, CA, 92227

Imperial Valley Healthcare District
d/b/a Pioneers Children's Health Center
565 Main Street, Brawley, CA, 92227

Imperial Valley Healthcare District
d/b/a Rehabilitation Services
751 West Legion Rd, Suite 101, Brawley, CA, 92227



Imperial Valley Healthcare District
d/b/a The Wound Care Center at Imperial Valley Healthcare District
751 West Legion Rd, Suite 300, Brawley, CA, 92227

Imperial Valley Healthcare District
d/b/a Surgical Health at Pioneers
751 West Legion Rd, Suite 305, Brawley, CA, 92227

Imperial Valley Healthcare District
d/b/a Outpatient Infusion Center
205 West Legion Rd, Brawley, CA, 92227

Please be assured that Joint Commission will keep the report confidential, except as required by law or court order. To ensure that Joint Commission's information about your organization is always accurate and current, our policy requires that you inform us of any changes in the name or ownership of your organization or the health care services you provide.

Sincerely,

A handwritten signature in black ink, appearing to read "Ken Grubbs".

Ken Grubbs, DNP, MBA, RN
Executive Vice President and Chief Nursing Officer
Division of Accreditation and Certification Operations

cc: CMS/Baltimore Office/Quality, Safety & Oversight Group/Division of Continuing and Acute Care Providers
CMS/SOG Location 9 /Survey and Certification Staff

Please enter your hospital's data and review this information to ensure that Leapfrog recorded the correct measure score from each publicly available data source.

More information about the Leapfrog Hospital Safety Grade and its methodology can be found at:

<https://www.hospitalsafetygrade.org/for-hospitals/data-review/review-login>

Means, standard deviations, and measure weights have been finalized following the Safety Grade Review Period as a result of changes that occurred during the review process (February 24, 2026 - March 17, 2026).

Instructions for the Hospital Safety Grade Calculator
1. Enter your hospital's source data in Column E (Your Hospital's Score)
2. If you have a score of zero (0), enter 0, not N/A, into the calculator
3. If you have a score of Not Available or Declined to Report for a measure, enter N/A into the calculator
4. If your score includes an asterisk or hashtag, enter only the numerical score into the calculator

Additional Information	
Final Safety Grade	The final calculated letter grade is found on the last row of the Hospital Safety Grade Calculator (row 33).
Reporting Periods	Please see the the third sheet in this file labeled "Reporting Periods" to view the reporting periods of each Safety Grade Measure.
Standard Weights	The standard weights will be applied unless you are scored as Not Available or Declined to Report for a measure. Please refer to column S to determine the final weight that was applied to each measure.
Negative z-scores	To ensure that a single measure does not dominate a hospital's overall score in an unintended way, Leapfrog truncated negative z-scores at -5.00. Hospitals that have a calculated z-score below -5.00 on a measure will receive a modified z-score of -5.00 on that measure.

Note: If you have a score of:
 -- zero (0), enter 0, in Column E.
 -- Not Available or Declined to Report for a measure, enter N/A in Column E.

April 2026

Measure Domain	Measure	Enter Your Hospital's Score Here (Do NOT Leave Blanks)	Mean	Standard Deviation	Z-Score ¹		Inputs to Weighting Individual Measures ²				Weight ³		Weighted Measure Score (Modified Z-Score x Final Weight)
					Original Z-Score	Modified Z-Score	Evidence	Opportunity	Impact	Number of Component Measures ⁴	Standard Weight	Final Weight (N/A redistributes)	
Process/Structural Measures	Computerized Physician Order Entry (CPOE)	40	83.55	31.80	-1.3696	-1.3696	2	1.38	3	1	6.1%	6.1%	-0.0836
	Bar Code Medication Administration (BCMA)	75	86.14	27.81	-0.4004	-0.4004	2	1.32	3	1	5.9%	5.9%	-0.0237
	ICU Physician Staffing (IPS)	5	68.99	42.38	-1.5099	-1.5099	2	1.61	3	1	6.8%	6.8%	-0.1027
	Safe Practice 1: Culture of Leadership Structures and Systems	101.54	117.78	6.91	-2.3493	-2.3493	1	1.06	2	1	3.1%	3.1%	-0.0728
	Safe Practice 2: Culture Measurement, Feedback, & Intervention	90	117.68	11.66	-2.3730	-2.3730	1	1.10	2	1	3.2%	3.2%	-0.0754
	Total Nursing Care Hours per Patient Day	100	79.73	30.45	0.6657	0.6657	2	1.38	2	1	4.7%	4.7%	0.0315
	Hand Hygiene	100	78.21	34.63	0.6292	0.6292	2	1.44	2	1	4.9%	4.9%	0.0305
	H-COMP-1: Nurse Communication	88	90.55	2.35	-1.0847	-1.0847	1	1.03	2	1	3.0%	3.0%	-0.0329
	H-COMP-2: Doctor Communication	80	90.11	2.36	-4.2906	-4.2906	1	1.03	2	1	3.0%	3.0%	-0.1301
	H-COMP-3: Staff Responsiveness	80	82.06	4.21	-0.4894	-0.4894	1	1.05	2	1	3.1%	3.1%	-0.0151
	H-COMP-5: Communication about Medicines	74	74.83	3.93	-0.2107	-0.2107	1	1.05	2	1	3.1%	3.1%	-0.0065
	H-COMP-6: Discharge Information	83	85.65	3.54	-0.7482	-0.7482	1	1.04	2	1	3.1%	3.1%	-0.0229
	Outcome Measures	Foreign Object Retained	0	0.011	0.04	0.2672	0.2672	1	3.00	2	1	4.2%	5.9%
Air Embolism		0	0.001	0.01	0.1101	0.1101	1	3.00	1	1	2.4%	3.4%	0.0037
Falls and Trauma		0	0.339	0.37	0.9233	0.9233	2	2.08	3	1	4.9%	6.9%	0.0638
CLABSI		n/a	0.550	0.49	N/A	N/A	2	1.88	3	1	4.6%	0.0%	0.0000
CAUTI		2.281	0.497	0.47	-3.7783	-3.7783	2	1.95	3	1	4.7%	6.6%	-0.2486
SSI: Colon		n/a	0.819	0.67	N/A	N/A	2	1.81	2	1	3.4%	0.0%	0.0000
MRSA		n/a	0.657	0.53	N/A	N/A	2	1.81	3	1	4.4%	0.0%	0.0000
C. Diff.		0.289	0.347	0.29	0.1971	0.1971	2	1.85	3	1	4.5%	6.3%	0.0125
PSI 4: Death rate among surgical inpatients with serious treatable conditions		n/a	173.37	23.81	N/A	N/A	1	1.14	2	1	2.0%	0.0%	0.0000
CMS Medicare PSI 90: Patient safety and adverse events composite		1.15	1.00	0.20	-0.7575	-0.7575	1	1.20	2	10	15.0%	21.0%	-0.1588
Process Measure Domain Score:		-0.5037											
Outcome Measure Domain Score:		-0.3118											
Process/Outcome Domains - Combined Score:		-0.8155											
Normalized Numerical Score:		2.1845											
Hospital Safety Grade (Letter Grade):		D											

Additional Resources:


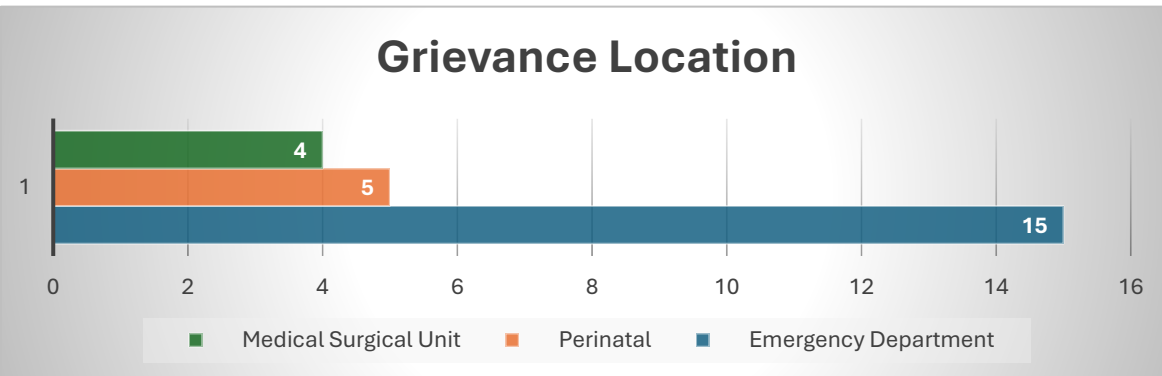
- ¹Please refer to the 'Calculating Z-scores' section of the methodology document for more details.
- ²Please refer to the 'Weighting Individual Measures' section of the methodology document for more details.
- ³Please refer to the 'Dealing with Missing Data' section of the methodology document for more details.
- ⁴Please refer to the 'Number of Component Measures' section of the methodology document for more details.

Spring 2026

Measure Domain	Measure	Primary Data Source	Reporting Period	Secondary Data Source	Reporting Period
Process/Structural Measures	Computerized Physician Order Entry (CPOE)	2025 Leapfrog Hospital Survey	2025	Imputation Model ⁱ	N/A
	Bar Code Medication Administration (BCMA)	2025 Leapfrog Hospital Survey	2025	Imputation Model ⁱ	N/A
	ICU Physician Staffing (IPS)	2025 Leapfrog Hospital Survey	2025	Imputation Model ⁱ	N/A
	Safe Practice 1: Culture of Leadership Structures and Systems	2025 Leapfrog Hospital Survey	2025	N/A	N/A
	Safe Practice 2: Culture Measurement, Feedback, & Intervention	2025 Leapfrog Hospital Survey	2025	N/A	N/A
	Total Nursing Care Hours per Patient Day	2025 Leapfrog Hospital Survey	01/01/2024 - 12/31/2024 or 07/01/2024 - 06/30/2025	N/A	N/A
	Hand Hygiene	2025 Leapfrog Hospital Survey	2025	Imputation Model ⁱ	N/A
	H-COMP-1: Nurse Communication	CMS	01/01/2024 - 12/31/2024	N/A	N/A
	H-COMP-2: Doctor Communication	CMS	01/01/2024 - 12/31/2024	N/A	N/A
	H-COMP-3: Staff Responsiveness	CMS	01/01/2024 - 12/31/2024	N/A	N/A
	H-COMP-5: Communication about Medicines	CMS	01/01/2024 - 12/31/2024	N/A	N/A
	H-COMP-6: Discharge Information	CMS	01/01/2024 - 12/31/2024	N/A	N/A
	Outcome Measures	Foreign Object Retained	CMS	07/01/2022 - 06/30/2024	N/A
Air Embolism		CMS	07/01/2022 - 06/30/2024	N/A	N/A
Falls and Trauma		CMS	07/01/2022 - 06/30/2024	N/A	N/A
CLABSI		2025 Leapfrog Hospital Survey	07/01/2024 - 06/30/2025	CMS	01/01/2024 - 12/31/2024
CAUTI		2025 Leapfrog Hospital Survey	07/01/2024 - 06/30/2025	CMS	01/01/2024 - 12/31/2024
SSI: Colon		2025 Leapfrog Hospital Survey	07/01/2024 - 06/30/2025	CMS	01/01/2024 - 12/31/2024
MRSA		2025 Leapfrog Hospital Survey	07/01/2024 - 06/30/2025	CMS	01/01/2024 - 12/31/2024
C. Diff.		2025 Leapfrog Hospital Survey	07/01/2024 - 06/30/2025	CMS	01/01/2024 - 12/31/2024
PSI 4: Death Rate among Surgical Inpatients with Serious Treatable Conditions		CMS	07/01/2022 - 06/30/2024	N/A	N/A
CMS Medicare PSI 90: Patient safety and adverse events composite		CMS	07/01/2022 - 06/30/2024	N/A	N/A

ⁱSee the methodology document for more information on the imputation methodology used for hospitals that did not submit a Leapfrog Hospital Survey by November 30, 2025. Hospitals with Step 1 imputation will be publicly reported as having a secondary data source of “2024 Leapfrog Hospital Survey” and reporting period of “2024”.

Quarterly Summary
Imperial Valley Healthcare District
Pioneers Memorial Hospital
QUALITY ASSURANCE AND PERFORMANCE IMPROVEMENT (QAPI)
GRIEVANCES – 1ST QUARTER (01/01/2026 TO 03/31/2026)

Indicator/Measure	Findings/Actions/Recommendations	Improvements in Patient Care/Safety																		
<p>Grievances</p>	<p>In the first quarter, 32 grievances were reported, representing a 15.8% decrease from the fourth quarter (38 grievances). Monthly totals included 16 grievances in January, 8 in February, and 14 in March. The most common grievance categories involved employee conduct (e.g., rudeness, attitude, inattentiveness), concerns related to physician care, lack of communication, and overall perception of care. The departments with the highest number of grievances were the Emergency Department, Perinatal Services, and the Medical-Surgical units.</p> <div style="text-align: center;">  <p>Grievance Type</p> <table border="1"> <tr><th>Category</th><th>Count</th></tr> <tr><td>Perception of Care</td><td>4</td></tr> <tr><td>Lack of Communication</td><td>6</td></tr> <tr><td>Physician Care</td><td>7</td></tr> <tr><td>Employee (rudeness, insensitivity, attitude, inattentive)</td><td>10</td></tr> </table> </div> <div style="text-align: center;">  <p>Grievance Location</p> <table border="1"> <tr><th>Location</th><th>Count</th></tr> <tr><td>Medical Surgical Unit</td><td>4</td></tr> <tr><td>Perinatal</td><td>5</td></tr> <tr><td>Emergency Department</td><td>15</td></tr> </table> </div>	Category	Count	Perception of Care	4	Lack of Communication	6	Physician Care	7	Employee (rudeness, insensitivity, attitude, inattentive)	10	Location	Count	Medical Surgical Unit	4	Perinatal	5	Emergency Department	15	<p>Policy ADM-00056 Patient Complaints and Grievances, acknowledges grievances within 10 days and a final letter is sent with a resolution within 30 days.</p> <p>Grievances received are investigated thoroughly. The investigation includes a review of medical records, interviewing the front-line staff directly involved in the issue, as well as interviewing the department heads. When necessary, the MDs are involved.</p> <p>IVHD takes all grievances seriously and it is used as an opportunity to improve processes, education and making sure that a culture of safety is maintained. We continuously strive to improve quality and safety while mitigating risks.</p>
Category	Count																			
Perception of Care	4																			
Lack of Communication	6																			
Physician Care	7																			
Employee (rudeness, insensitivity, attitude, inattentive)	10																			
Location	Count																			
Medical Surgical Unit	4																			
Perinatal	5																			
Emergency Department	15																			

Merlina Esparza MSN, RN
 Q1-2026

Proprietary information please ensure confidentiality is kept.

Quarterly Summary
Pioneers Memorial Healthcare District
QUALITY ASSURANCE AND PERFORMANCE IMPROVEMENT (QAPI)
QUALITY RISK REPORTING (QRR) – 1st QUARTER (01/01/2026 – 03/31/2026)

Indicator/Measure	Findings/Actions/Recommendations	Improvements in Patient Care/Safety																																																																																
Events	<p>1st Quarter 2026 recorded 403 total events, compared to 380 events in 4th Quarter, reflecting a 6.1% increase in reporting. Reported events include both substantiated and unsubstantiated cases.</p> <table border="1"> <caption>QRR Events Data</caption> <thead> <tr> <th>Category</th> <th>Jan-26</th> <th>Feb-26</th> <th>Mar-26</th> </tr> </thead> <tbody> <tr><td>INFECTION CONTROL</td><td>1</td><td>1</td><td>1</td></tr> <tr><td>INJURY RELATED</td><td>1</td><td>1</td><td>1</td></tr> <tr><td>OB/GYN</td><td>1</td><td>1</td><td>4</td></tr> <tr><td>EMERGENCY</td><td>1</td><td>2</td><td>3</td></tr> <tr><td>SURGERY</td><td>1</td><td>2</td><td>3</td></tr> <tr><td>CARDIAC</td><td>2</td><td>2</td><td>4</td></tr> <tr><td>EQUIPMENT</td><td>2</td><td>2</td><td>4</td></tr> <tr><td>SECURITY</td><td>4</td><td>4</td><td>5</td></tr> <tr><td>MEDICAL STAFF RELATED</td><td>2</td><td>3</td><td>5</td></tr> <tr><td>IV/BLOOD</td><td>3</td><td>3</td><td>5</td></tr> <tr><td>AMA</td><td>2</td><td>3</td><td>7</td></tr> <tr><td>FALL RELATED</td><td>3</td><td>3</td><td>8</td></tr> <tr><td>OTHER</td><td>4</td><td>4</td><td>8</td></tr> <tr><td>MED/SURG</td><td>4</td><td>5</td><td>9</td></tr> <tr><td>PROCEDURES</td><td>3</td><td>3</td><td>8</td></tr> <tr><td>NURSING RELATED</td><td>3</td><td>4</td><td>13</td></tr> <tr><td>CSST</td><td>9</td><td>11</td><td>14</td></tr> <tr><td>SKIN</td><td>12</td><td>14</td><td>16</td></tr> <tr><td>MEDICATION</td><td>43</td><td>50</td><td>54</td></tr> </tbody> </table>	Category	Jan-26	Feb-26	Mar-26	INFECTION CONTROL	1	1	1	INJURY RELATED	1	1	1	OB/GYN	1	1	4	EMERGENCY	1	2	3	SURGERY	1	2	3	CARDIAC	2	2	4	EQUIPMENT	2	2	4	SECURITY	4	4	5	MEDICAL STAFF RELATED	2	3	5	IV/BLOOD	3	3	5	AMA	2	3	7	FALL RELATED	3	3	8	OTHER	4	4	8	MED/SURG	4	5	9	PROCEDURES	3	3	8	NURSING RELATED	3	4	13	CSST	9	11	14	SKIN	12	14	16	MEDICATION	43	50	54	<p>CCST committee resumed; new diversion prevention compliance monitoring system initiated -Blue Sight went live 6/27/24. Continuing with the IRIS worklist & Diversion watch list.</p> <p>Fall Prevention Program education and policy revision.</p> <p>Wound Care Prevention Fair</p> <p>Monitoring BCMA Hospital wide.</p>
Category	Jan-26	Feb-26	Mar-26																																																																															
INFECTION CONTROL	1	1	1																																																																															
INJURY RELATED	1	1	1																																																																															
OB/GYN	1	1	4																																																																															
EMERGENCY	1	2	3																																																																															
SURGERY	1	2	3																																																																															
CARDIAC	2	2	4																																																																															
EQUIPMENT	2	2	4																																																																															
SECURITY	4	4	5																																																																															
MEDICAL STAFF RELATED	2	3	5																																																																															
IV/BLOOD	3	3	5																																																																															
AMA	2	3	7																																																																															
FALL RELATED	3	3	8																																																																															
OTHER	4	4	8																																																																															
MED/SURG	4	5	9																																																																															
PROCEDURES	3	3	8																																																																															
NURSING RELATED	3	4	13																																																																															
CSST	9	11	14																																																																															
SKIN	12	14	16																																																																															
MEDICATION	43	50	54																																																																															
Falls	<ul style="list-style-type: none"> A total of 17 falls were reported in 1Q, compared to 11 in 4Q, representing a 54.5% increase. One fall resulted in major harm, while the remaining incidents involved minimal to no documented harm. All clinical areas implemented post-fall huddle following each fall event. 	<p>Fall Prevention Program: Policy revised Hourly Rounding (HRF) Post Fall Huddle Form BMAT Visible Signage MS Log: High Risk Fall Patients</p>																																																																																
Medication Events/CSST	<ul style="list-style-type: none"> 181 combined Medication and CSST events for 1Q vs 4Q 190. (4.7% decrease). Deficiencies related to med omissions, unauthorized orders, medication storage, near miss, wrong patient, wrong drug, wrong dose, wrong rate, extra dose, incomplete medication reconciliation and medication not on file for BCMA. CSST will track and trend Non-compliance to Controlled Substance (CS) Policy and anomalous or risky behaviors such as: Unreconciled transaction: non-documentation of final disposition of CS removed (given, 	<p>BCMA 1st Q: 90.57% Hospital wide BCMA goal: Greater than 90%</p> <p>CSST: New diversion software initiated</p>																																																																																

Quarterly Summary
Pioneers Memorial Healthcare District
QUALITY ASSURANCE AND PERFORMANCE IMPROVEMENT (QAPI)
QUALITY RISK REPORTING (QRR) – 1st QUARTER (01/01/2026 – 03/31/2026)

	returned, or wasted). Wasting practices: delayed wasting of partial doses, pattern, and frequency of removing CS then wasting the whole amount, witness to wasting. Dispensing practices: dispensing after patient has been discharged, dispensing to temporary patients, overrides that is aimed to provide insights to trends that are risks for potential diversion, or trends that may be due to process or system issues, thus driving a more directed approach to investigations and actions, i.e. diversion investigation and response, or process/system review and modification to improve compliance.																									
Skin Integrity	<ul style="list-style-type: none"> A total of 42 events were reported in 1Q, compared to 8 events in 4Q, representing a significant increase in reporting. One case reported to CDPH and resulted in deficiency and corrective action plan. Most were skin tears, bruises and PU present on admission. 	Cerner photo capability Please see RCA for detailed CAP.																								
Insurance Grievances	<ul style="list-style-type: none"> 10 insurance grievances received, investigated and responded to. Trending referral timeliness and QOC in Outpatient area. 																									
CDPH Events	<ul style="list-style-type: none"> 4 CDPH visits 1st Q <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Case Number</th> <th style="text-align: left;">Location</th> <th style="text-align: left;">Event Type</th> <th style="text-align: left;">Status</th> </tr> </thead> <tbody> <tr> <td>CA00988426</td> <td>ED/OP</td> <td>Defective Equipment</td> <td>Closed w/o deficiencies</td> </tr> <tr> <td>CA00989726</td> <td>ICU</td> <td>Unstageable Pressure Ulcer, Late Reporting (self-report)</td> <td>Corrective Action Plan</td> </tr> <tr> <td>CA00990168</td> <td>OB</td> <td>Medication Error</td> <td>Pending Response</td> </tr> <tr> <td>CA00991633</td> <td>ED</td> <td>QOC Practices, IC Practices and Patient's Rights</td> <td>Closed w/o deficiencies</td> </tr> <tr> <td>CA00000000</td> <td>OB</td> <td>Fetal Death (self-report)</td> <td>Pending</td> </tr> </tbody> </table>	Case Number	Location	Event Type	Status	CA00988426	ED/OP	Defective Equipment	Closed w/o deficiencies	CA00989726	ICU	Unstageable Pressure Ulcer, Late Reporting (self-report)	Corrective Action Plan	CA00990168	OB	Medication Error	Pending Response	CA00991633	ED	QOC Practices, IC Practices and Patient's Rights	Closed w/o deficiencies	CA00000000	OB	Fetal Death (self-report)	Pending	CAP initiated Wound Care Management and Reporting of Adverse Events.
Case Number	Location	Event Type	Status																							
CA00988426	ED/OP	Defective Equipment	Closed w/o deficiencies																							
CA00989726	ICU	Unstageable Pressure Ulcer, Late Reporting (self-report)	Corrective Action Plan																							
CA00990168	OB	Medication Error	Pending Response																							
CA00991633	ED	QOC Practices, IC Practices and Patient's Rights	Closed w/o deficiencies																							
CA00000000	OB	Fetal Death (self-report)	Pending																							
RCAs	<p>Delayed identification of an unstageable pressure ulcer upon admission Delayed reporting of adverse event to CDPH</p> <p>Corrective Action Plan: 1:1 employee education Education Referrals for non-conformity ADP Module Wound Care (91%) Lessons Learned Wound Care Fair- in person mandatory training Policy revision ADP Module -Sentinel Event (66%)</p>	<p>Sentinel Event Module: 66% completion rate. Due Date was 02/27/2026.</p> <p>Wound care Module: 91% completion rate. Due Date 02/13/2026.</p>																								