



BOARD OF DIRECTORS

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

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

**Pioneers Memorial Hospital | PMH Auditorium
207 W. Legion Road, Brawley, CA. 92227**

[Join Microsoft Teams](#)

Meeting ID: 249 369 601 900 7

Passcode: wG3tu63R

~ CLOSED SESSION ~ 6:00 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 Interim CEO Carly Zamora

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

Under negotiation: Closing conditions related to Asset Transfer Agreement

1. Call to Order – 6:30

2. Roll Call

3. Pledge of Allegiance

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

5. Consider Approval of Agenda

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

6. Public Comments

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

7. Board Comments

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

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

8. Items for Discussion and/or Board Action:

- a. MEDICAL STAFF REPORT – Recommendations from the Medical Executive Committee for Medical Staff Membership and/or Clinical Privileges, policies/ procedures/forms, or other related recommendation.
- b. Action Items: Policy and Procedure: Sharp Injury Log
- c. Action Items: Policy and Procedure: Ongoing Health Services – Employee
- d. Action Item: Policy and Procedure: Job Injuries / Illnesses
- e. Action Item: Policy and Procedure: Respiratory Protection Program
- f. Staff Recommends Action to Authorize: Co-Applicant Documents for the Imperial Valley Health Centers
Presented by: Carly Zamora, Interim CEO
Contract Value: Not applicable
Contract Term: Not applicable
Budgeted: Not applicable
Budgeted Classification: Clinics
- g. Staff Recommends Action to Authorize: Co-Applicant Board Bylaws for the Imperial Valley Health Centers
Presented by: Carly Zamora, Interim CEO
Contract Value: Not applicable
Contract Term: Not applicable
Budgeted: Not applicable
Budgeted Classification: Clinics
- h. Staff Recommends Action to Authorize: Canon MRI 3T Galan V9 Software

Update

Presented by: Carly Zamora, Interim CEO

Contract Value: MRI 3T Galan Version 9 (V9) Upgrade

20% Upon Installation: \$17,804

80% Upon Delivery: \$71,216

Total Cost: \$89,020

Contract Term: PMH Foundation approved purchase. Total cost: \$89,020

Budgeted: Yes

Budgeted Classification: Operation

- i. Staff Recommends Action to Authorize: Purchase Ultrasound Canon Aplio i700.1

Presented by: Carly Zamora, Interim CEO

Contract Value: Canon Aplio i700.1 Ultrasound Machine

80% Upon Delivery: \$83,200

20% Upon Installation: \$20,800

Total Cost: \$104,000

Contract Term: PMH Foundation approved purchase. Total cost: \$104,000

Budgeted: Yes

Budgeted Classification: Operation

- j. Staff Recommends Action to Authorize: Purchase Ultrasound Canon Aplio i700.2

Presented by: Carly Zamora, Interim CEO

Contract Value: Canon Aplio i700.2 Ultrasound Machine

80% Upon Delivery: \$86,559.20

20% Upon Installation: \$21,639.80

Total Cost: \$108,199

Contract Term: PMH Foundation approved purchase. Total cost: \$108,199

Budgeted: Yes

Budgeted Classification: Operation

- k. Staff Recommends Action to Authorize: Purchase Ultrasound Canon Aplio i700.3

Presented by: Carly Zamora, Interim CEO

Contract Value: Canon Aplio i700.3 Ultrasound Machine

80% Upon Delivery: \$75,808.00

20% Upon Installation: \$18,952.00

Total Cost: \$94,760.00

Contract Term: PMH Foundation approved purchase. Total cost: \$94,760

Budgeted: Yes

Budgeted Classification: Operation

- l. Staff Recommends Action to Authorize: Policy 2026-0709: Response to Immigration and Customs Enforcement (ICE) and Federal Law-Enforcement Actions

Presented by: Adriana R. Ochoa, Legal Counsel

Contract Value: N/A

- m. Discussion and Action to Revise Regular Board Meeting Locations
Presented by: Adriana R. Ochoa, Legal Counsel and Carly Zamora,
Interim CEO

9. Management Reports

- a. Finance: Carly C. Loper, MAcc – Chief Financial Officer
- b. Hospital Operations: Carol Bojorquez, MSN, RN – Chief Nursing Officer
- c. Clinics Operation: Carly Zamora MSN, RN – Chief of Clinic Operations
- d. Executive: Carly Zamora – Interim Chief Executive Officer
- e. Legal: Adriana Ochoa – General Counsel

10. Items for Future Agenda

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

11. Adjournment

- a. The next regular meeting of the Board will be held on July 23, 2026, at 6:00 p.m. at El Centro Regional Medical Center, 1271 Ross Avenue, El Centro, Ca. 92243

POSTING STATEMENT

A copy of the agenda was posted July 3, 2026, at 207 W. Legion Road, Brawley, CA. 92227 at 9:30 p.m. and other locations throughout the IVHD pursuant to CA Government code 54957.5. Disclosable public records and writings related to an agenda item distributed to all or a majority of the Board, including such records and written distributed less than 72 hours prior to this meeting are available for public inspection at the District Administrative Office where the IVHD meeting will take place. The agenda package and material related to an agenda item submitted after the packets distribution to the Board is available for public review in the lobby of the office where the Board meeting will take place.

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

DATE: June 17, 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 acceptance of the following policies/forms:

- ***Ambulance Patient Off Load Time (APOT) Reduction*** (CLN-01935)
- Anesthesia Services (CLN-01628)
- Blood Transfusion - General (CLN-00093)
- Consent for Anesthesia Services - English (SU-01)
- Consent for Anesthesia Services – Spanish (SU-02)
- Discharge Medications (Take Home Prescriptions) (CLN-03016)
- English Discharge Instructions (SU-09)
- Fast Track Post Procedure Patient Recovery and Discharge (CLN-02846)
- Ferric Carboxymaltose (Injectafer) IV Outpatient Order (OPS-00802)
- ***Financial Adjustment for Adverse Sentinel Events*** (ADM-00127)
- Fire Prevention Operating Room Work Instruction (CLN-01648)
- Frozen Section Protocol (CLN-01670)
- ***Hand Hygiene Compliance with CDC Guidelines*** (CLN-02301)
- Initial Care of Patients Presenting to ED with Chest Pain (CLN-00923)
- IntraOp Medications (CC-001)
- IV Therapy and/or Medication Administration in the Neonatal Nursery – Continuous IV, Syringe Pump or Saline Lock (CLN-02505)
- Management of Transfusion Reaction (CLN-00061)
- Moderate Sedation IntraOperative Form (SU-07)
- PACU Post Op Anesthesia Orders (OR-00508)
- Patient Controlled Analgesia and Controlled Substance Continuous Infusion (CLN-02970)
- ***Patient Dismissal from Outpatient Center*** (ADM-00082)
- ***Patient Safety Evaluation System*** (ADM-00078)
- Pharmacy Managed Intravenous Vancomycin Protocol (CLN-02967)
- Pre Anesthesia Questionnaire – English (Clin-29)
- Pre Anesthesia Questionnaire – Spanish (Clin-30)
- Radiology Quality Control (CLN-00589)
- Spanish Discharge Instructions (SU-10)
- Surgery 24 Hour Code Status Change (SU-11)

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

2. Ms. Zamora reported that the merger is still in process. Working with Bondholders and the Board.
3. Vituity TeleNeurology services are being considered for a one year agreement to provide ER and Inpatient services for patients requiring a Neurology consult.

4. Financial reports for May were not yet available.
5. It was reported that it has been 265 days since documented CLABSI was reported at PMH and 128 days since a CAUTI was reported. SSI with superficial 61 days, PSI4 Surgical Death in hospital, 49 days, Current Sepsis Rate is over 85%. For Med/Surg and ICU, May PMH has mortality rate of 1.9%, ECRMC 5%. The ALOS for PMH May was 4.44 and ECRMC was 5.41 – the California benchmark is 4.6 days. Provider rating was 4.4 of 5 stars. We are working on a new Lifeshare agreement. C-section rates are up as are the falls reported.
6. SNF – CDPH did a survey of the facility and we were cited for staffing. Since that time, additional staff has been hired and the current staff is being retrained for calculating and posting of staffing ratios.
7. Clinical Service and Committee Reports:
 - o Hospitalists – ALOS for May is 3.49 and Acute CMI is 1.38. Things are going smoothly.
 - o Medicine – Dr. Krutzik had no meeting.
 - o Pathology – Dr. Kay reported on the Joint Commission Lab Survey and results. .
 - o Emergency Medicine – Dr. Nelson reported new physicians coming this summer and noted the need for a radiology system to report incidental findings.
 - o Surgery– Dr. Whyte was not present.
 - o Anesthesia - Dr. Larra stated that the Navy did their walk-thru and we have been approved for another year in their program..
 - o OB/GYN – Dr. Bean stated that they are working on managing block times. .
 - o Pediatrics – No report.
 - o Medical Imaging – Dr. Rapp was not present.
 - o Ambulatory Services – Dr. Fareed reported that everything is stable. Ms. Zamora stated that we continue to have Locums providers for OB and Pediatrics. New providers are coming for site visits.
 - o Credentials & Bylaws - No meeting
 - o MSQC – approved policies as listed above.
 - o Utilization Management – Reported information as above.

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.	<i>Ambulance Patient Off Load Time (APOT) Reduction</i>	CLN-01935	• 1-2	• None
2.	<i>Financial Adjustment for Adverse/Sentinel Events</i>	ADM-00127	• 3-4	• Changed Author • Added References
3.	<i>Hand Hygiene – Compliance with CDC Guidelines</i>	CLN-02301	• 5-9	• Changed 5.3 to align with CLN-02340 Prevention of Surgical Site Infections policy. • Changed Pioneers Memorial Healthcare District to Imperial Valley Healthcare District • Updated Scope • Updated 4.1 definition • Added wording regarding gloves does not replace hand Hygiene to 5.6.2 • Added new bullet 5.7.6 • Updated Attachment A Pioneers Memorial Hospital Logo
4.	<i>Patient Dismissal from Outpatient Center</i>	ADM-00082	• 10-21	• changed PMHD to IVHD • 5.2.1.4 changed to Ambulatory Assistant Administrator from Chief Clinic Officer • 5.6.1 changed to Ambulatory Assistant Administrator from Chief Clinic Officer • Updated reference: California Physician's Legal Handbook, 2021
5.	<i>Patient Safety Evaluation System</i>	ADM-00078	• 22-24	• Changed PMHD to IVHD • Changed CHPSO to Press Ganey • Added 6.3 reference

Imperial Valley Healthcare District

Title: Ambulance Patient Offload Time (APOT) Reduction		Policy No. CLN-01935
Current Author: Osman Valencia		Page 1 of 2
Latest Review/Revision Date: 05/2026		Effective: 8/2024
Manual: Clinical/ER		

Collaborating Departments: Nursing, Emergency Department, Dr. Nelson, Dr. Vuong	Keywords: APOD, APOT		
Approval Route: List all required approval			
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 Establish a process to reduce ambulance patient offload delays.
- 1.2 Implement a process when ambulance offload times exceed APOD standards set by the LEMSA.

2.0 Scope:

- 2.1 Emergency Department (ED)

3.0 Policy: Not applicable

4.0 Definitions:

- 4.1 APOD – Ambulance patient offload delay
 - 4.1.1 The transfer of care and patient offloading from the ambulance gurney that exceeds 20 minutes.
- 4.2 E-APOD – Extended Ambulance Patient Offload Delay
 - 4.2.1 The transfer of care and patient offloading from the ambulance gurney that exceeds 40 minutes.
- 4.3 LEMSA – Local Emergency Medical Service Authority
- 4.4 EMSA – Emergency Medical Service Authority (California)

5.0 Procedure:

- 5.1 Mitigation Steps for APOD:
 - 5.1.1 Upon receiving a radio report from emergency medical services, the Charge Nurse or designee will assess the current status of available resources, including bed availability and staffing.
 - 5.1.2 If the radio report indicates a high-acuity patient or multiple incoming patients, the Charge nurse will notify the House Supervisor and mobilize staff to assist with patient care needs.
 - 5.1.3 In situations where no ED beds are immediately available, the Charge Nurse or designee will determine if any current ED patients can be safely moved out of a bed.
 - 5.1.4 The ED team will maintain ongoing communication with the LEMSA, and hospital administration regarding the ED status and APOD using ReddiNet and additional LEMSA reports.

Imperial Valley Healthcare District

Title: Ambulance Patient Offload Time (APOT) Reduction		Policy No. CLN-01935
Current Author: Osman Valencia		Page 2 of 2
Latest Review/Revision Date: 05/2026		Effective: 8/2024
		Manual: Clinical/ER

5.1.5 The LEMSA will collaborate with the ED leadership team to monitor monthly APOT, which will be reported to the hospital throughput teams.

5.2 Activation of Code Purple – ED Overcrowding Policy:

5.2.1 If admission holds contribute to APOD, the procedure for activating Code Purple will be followed as outlined in the existing policy.

5.2.2 Hospital administration or designee will determine what additional mechanisms to improve operations are needed to reduce ambulance patient offload times (e.g., transfers, alternative care sites, and increasing supplies or staff).

5.3 The Emergency Department Ambulance Offload Time Reduction Policy will be reviewed and updated as needed, with the collaboration of the ED staff and hospital leadership. The protocol will be submitted to EMSA annually.

6.0 References:

6.1 California Assembly Bill (AB) 40. [Bill Text: CA AB40 | 2023-2024 | Regular Session | Introduced | LegiScan](#)

7.0 Attachment List: None

8.0 Summary of Revisions: none

Imperial Valley Healthcare District

Title: Financial Adjustment for Adverse/Sentinel Events		Policy No. ADM-00127
		Page 1 of 2
Current Author: Merlina Esparza/ Mercedes Martinez		Effective: 6/30/2008
Latest Review/Revision Date: 04/27/2026		Manual: Administration / Risk

Collaborating Departments: Patient Accounting, Finance, Chair of Quality- Dr.Su		Keywords: Sentinel Events, Never Event, No Charge, write off, admin write off		
Approval Route: List all required approval				
MARCC X	PSQC X	Other:		
Clinical Service _____	MSQC X	MEC	BOD X	

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

1.0 Purpose:

- 1.1 To outline a process for management of serious adverse/sentinel events occurring while being cared for in the hospital, in which the organization actually contributed to the harm (See policy # ADM-00480 Sentinel Event Policy).
- 1.2 To be fair to payers who are entitled to high quality care for those they insure.

2.0 Scope: District Wide

3.0 Policy:

- 3.1 The organization will be sensitive to patients and families who have suffered an adverse/sentinel event while being cared for at the facility.
- 3.2 All charges related to the adverse/sentinel event will be waived, if the organization contributed to the harm.
- 3.3 The error or event must have been preventable.
 - 3.3.1 Where there are practices implemented that are effective in preventing a particular harm from occurring, the error or event would be considered preventable.
- 3.4 The error or event must be within the control of the hospital.
 - 3.4.1 Errors that occur related to the manufacture of drugs, devices or equipment are considered outside the control of the organization.
- 3.5 The error or event must result in significant harm.
- 3.6 The error or event must be clearly and precisely defined.

4.0 Definitions:

- 4.1 Adverse Event – A negative result stemming from medical intervention
- 4.2 Sentinel Event – An unexpected occurrence, not related to the normal course of illness or condition, involving death or serious physical or psychological harm or the risk thereof (any process variation for which a reoccurrence would carry a significant chance of a serious adverse outcome). Serious injury specifically includes loss of limb or function.
- 4.3 Never Event – An adverse event or series of events that cause the death or serious disability of a patient, personnel or visitor

5.0 Procedure:

- 5.1 If an adverse/sentinel event occurs:

Imperial Valley Healthcare District

Title: Financial Adjustment for Adverse/Sentinel Events		Policy No. ADM-00127
		Page 2 of 2
Current Author: Merlina Esparza/ Mercedes Martinez		Effective: 6/30/2008
Latest Review/Revision Date: 04/27/2026		Manual: Administration / Risk

- 5.1.1 Full disclosure and apology, if appropriate, will be made to the patient and the family affected (See policy # ADM-00134, Disclosure and Communication of Unanticipated Patient Outcomes).
- 5.1.2 All Never Events will be reported to California Department of Public Health (See policy # ADM-00480, Sentinel Event Policy).
- 5.1.3 A Root Cause Analysis (RCA) will be performed to identify the basic or causal factors that underlay the adverse event to improve systems and processes.
- 5.1.4 All charges directly related to the adverse/sentinel event will be waived and the organization will not seek reimbursement from the patient or third-party payers for related costs.
- 5.1.5 The Risk manager will notify Patient Accounting and a member of the Administrative Team when an adjustment to the bill is deemed necessary.
 - 5.1.5.1 Notification will be in writing with a comment posted by Patient Accounting in the billing system.

6.0 References:

- 6.1 Policy # ADM-00480, Sentinel Event Policy
- 6.2 Policy # ADM-00134, Disclosure and Communication of Unanticipated Patient Outcomes
- 6.3 The Joint Commission (TJC), *Sentinel Event Policy and Procedures* Centers for Medicare & Medicaid Services
- 6.4 (CMS), *Hospital-Acquired Conditions (HAC) and non-payment for preventable conditions*
- 6.5 BETA Healthcare Initiatives- HEART Program

7.0 Attachment List: Not applicable

8.0 Summary of Revisions:

- 8.1 Changed Author
- 8.2 Added References

Imperial Valley Healthcare District

Title: Hand Hygiene – Compliance with CDC Guidelines		Policy No. CLN-02301
Current Author: Angela McElvany		Page 1 of 4
Latest Review/Revision Date: 04/15/2025		Effective: 6/12/2006
Manual: Clinical / Infection Control		

Collaborating Departments: Nursing Administration, Dr. Al Jasim		Keywords: hand washing, alcohol rub, sanitizer		
Approval Route: List all required approval				
	PSQC	Other:		
Clinical Service <u>Surgery; Medicine</u> x		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 ensure HCWs are in compliance with CDC guidelines for proper hand hygiene to prevent the spread of infection either by washing hands with soap and water or using alcohol-based hand rubs.

2.0 Scope: Pioneers Memorial Hospital and Associated Clinics

3.0 Policy:

- 3.1 The organization will comply with CDC guidelines on hand hygiene specific requirements.

4.0 Definitions:

- 4.1 CDC – Centers for Disease Control and Prevention
- 4.2 HCW – Health Care Worker
- 4.3 ABHR – Alcohol Based Hand Rub

5.0 Procedure:

- 5.1 Indications for Hand Washing and Hand Antisepsis
 - 5.1.1 When hands are visibly dirty or contaminated with proteinaceous material or are visibly soiled with blood or other body fluids, wash hands with either a non-antimicrobial soap and water or an antimicrobial soap and water.
 - 5.1.2 If hands are not visibly soiled, use an alcohol-based hand rub for routinely decontaminating hands or wash hands with an antimicrobial soap and water.
 - 5.1.3 Decontaminate hands before having direct contact with patients.
 - 5.1.4 Decontaminate hands before donning sterile gloves when inserting a central intravascular catheter.
 - 5.1.5 Decontaminate hands before inserting indwelling urinary catheters, peripheral vascular catheters, or other invasive devices that do not require a surgical procedure.
 - 5.1.6 Decontaminate hands after contact with a patient's intact skin (e.g., when taking a pulse or blood pressure, and lifting a patient)
 - 5.1.7 Decontaminate hands after contact with body fluids or excretions, mucous membranes, non-intact skin, and wound dressings if hands are not visibly soiled..
 - 5.1.8 Decontaminate hands after removing gloves.

Imperial Valley Healthcare District

Title: Hand Hygiene – Compliance with CDC Guidelines		Policy No. CLN-02301
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Manual: Clinical / Infection Control		

- 5.1.9 Before eating and after using a restroom, wash hands with a non-antimicrobial soap and water or with an antimicrobial soap and water
- 5.1.10 Antimicrobial-impregnated wipes (i.e., towelettes) may be considered as an alternative to washing hands with non-antimicrobial soap and water. Because they are not as effective as alcohol-based hand rubs or washing hands with an antimicrobial soap and water for reducing bacterial counts on the hands of health care workers, they are not a substitute for using an alcohol-based hand rub or antimicrobial soap.
- 5.1.11 Decontaminate hands with alcohol-based hand rub before entering patient rooms and upon exit. Gel in and gel out.
- 5.2 Hand-Hygiene Technique
 - 5.2.1 When decontaminating hands with an alcohol-based hand rub, apply product to palm of one hand and rub hands together, covering all surfaces of hands and fingers, until hands are dry. Follow the manufacturer's recommendations regarding the volume of product to use.
 - 5.2.2 When washing hands with soap and water, wet hands first with water, apply an amount of product recommended by the manufacturer to hands, and rub hands together vigorously for at least 20 seconds, covering all surfaces of the hands and fingers. Rinse hands with water and dry thoroughly with a disposable towel. Use towel to turn off the faucet. Avoid using hot water, because repeated exposure to hot water may increase the risk of dermatitis.
 - 5.2.3 When using alcohol-based hand rubs, HCWs shall rub their hands until the alcohol has evaporated (i.e., hands are dry)
- 5.3 Surgical Hand Antisepsis
 - 5.3.1 Nails should be kept short. Artificial nails should not be worn. There are two options for the first scrub of the day. Option 1) Hospital approved surgical hand antiseptic such as Avagard (see Policy CLN-02340 Prevention of Surgical Site Infections). Option 2) Personnel should perform a preoperative surgical scrub for at least 2 to 5 minutes using an appropriate antiseptic. Hands and forearms should be scrubbed up to the elbows. After performing the surgical scrub, hands should be kept up and away from the body (elbows in flexed position) so that water runs from the tips of the fingers toward the elbows. Hands should be dried with a sterile towel and staff should then don a sterile gown and gloves.
- 5.4 Alcohol-Based Hand-Rubs Safety
 - 5.4.1 ABHRs are to be stored away from high temperatures or flames.
 - 5.4.2 Dispensers are installed in a manner that minimizes leaks and spills.
 - 5.4.3 Dispensers installed directly over carpeted surfaces shall be permitted only in sprinkler smoke compartments.
 - 5.4.4 Flammable materials such as linen carts, isolation supply carts shall not be placed under ABHR dispensers.
- 5.5 Skin Care
 - 5.5.1 Provide health care workers with hospital approved hand lotions or creams to minimize the occurrence of irritant contact dermatitis associated with hand

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Title: Hand Hygiene – Compliance with CDC Guidelines		Policy No. CLN-02301
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Latest Review/Revision Date: 04/15/2025		Manual: Clinical / Infection Control

antisepsis or hand washing.

5.6 Other Aspects of Hand Hygiene

5.6.1 All employees including off-site campuses who work in patient care areas will not wear artificial fingernails or use acrylic overlay. Natural nails should not exceed ¼ inch past fingertips. Polish, if worn, should be in good repair, with exception of the surgical area, where no polish is allowed.

5.6.2 Wear gloves when contact with blood or other potentially infectious materials, mucous membranes, and non-intact skin could occur. Wearing gloves does not replace the need for hand hygiene. Hands should be decontaminated before donning and after removing gloves.

5.6.3 Remove gloves after caring for a patient. Do not wear the same pair of gloves for the care of more than one patient, and do not wash gloves between uses with different patients.

5.7 Administrative Measures

5.7.1 Make improved hand-hygiene adherence an institutional priority and provide appropriate administrative support and financial resources.

5.7.2 Implement a multidisciplinary program designed to improve adherence of health care personnel to recommended hand-hygiene practices.

5.7.3 As part of a multidisciplinary program to improve hand-hygiene monitor on a quarterly basis. (See Attachment A)

5.7.4 As part of a multidisciplinary program to improve hand-hygiene adherence, provide health care workers with a readily accessible alcohol-based hand-rub product.

5.7.5 To improve hand-hygiene adherence among personnel who work in areas in which high workloads and high intensity of patient care are anticipated, make an alcohol-based hand rub available at the entrance to the patient's room or at the bedside, in other convenient locations, and in individual pocket-sized containers to be carried by health care workers.

5.7.6 Use alcohol-based hand rubs with at least 60% alcohol.

6.0 **References:**

6.1 Hand Hygiene in Healthcare Settings, <https://www.cdc.gov/handhygiene/index.html>

6.2 WHO Infection Prevention and Control, <http://www.who.int/infection-prevention/en/>

7.0 **Attachment List:**

7.1 Attachment A – Hand Hygiene Observation Tool

8.0 **Summary of Revisions:**

8.1 Changed 5.3 to align with CLN-02340 Prevention of Surgical Site Infections policy.

8.2 Changed Pioneers Memorial Healthcare District to Imperial Valley Healthcare District

8.3 Updated Scope

8.4 Updated 4.1 definition

8.5 Added wording regarding gloves does not replace hand hygiene to 5.6.2

Imperial Valley Healthcare District

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Current Author: Angela McElvany		Effective: 6/12/2006
Latest Review/Revision Date: 04/15/2025		Manual: Clinical / Infection Control

8.6 Added new bullet 5.7.6

8.7 Updated Attachment A Pioneers Memorial Hospital Logo

Hand Hygiene & Personal Protection Survey

Surveyor's Name _____

Surveyor's Department _____

Instructions:

Each Department will conduct a minimum of 10 hand hygiene observations per week.

Observe your department only.

One line per person being observed.

Input observations into Midas when complete.

	Date	AM 0700-1900 or PM shift 1900-0700	Unit Observed	Position Observed	Hand Hygiene Before Patient Contact	Hand Hygiene After Patient Contact
1					Y	Y
					N	N
2					Y	Y
					N	N
3					Y	Y
					N	N
4					Y	Y
					N	N
5					Y	Y
					N	N
6					Y	Y
					N	N
7					Y	Y
					N	N
8					Y	Y
					N	N
9					Y	Y
					N	N
10					Y	Y
					N	N

Type of HealthCare Workers: N=Nursing EVS= Environmental Services S=Student V=Volunteer P=Physician
L=Lab O=Other RT= Respiratory Therapy PA=Physician Assistant PT= Physical Therapy X=Radiology NP=
Nurse Practitioner D=Dietary

Imperial Valley Healthcare District

Title: Patient Dismissal from Outpatient Center		Policy No. ADM-00082
		Page 1 of 4
Current Author: Merlina Esparza		Effective: February 2020
Latest Review/Revision Date: 01/30/2026		Manual: Administrative/Quality

Collaborating Departments: Risk Management, Director of Outpatient Center, Compliance, Medical Staff; Legal		Keywords: Discharge Clinic; patient dismissal		
Approval Route: List all required approval				
MARCC X	PSQC x	Other:		
Clinical Service _____		MSQC X	MEC X	BOD X

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

1.0 Purpose:

- 1.1 The purpose of this policy is to provide staff and providers with a framework for dismissing patients from practice when warranted.

2.0 Scope: Outpatient Centers

3.0 Policy:

- 3.1 Imperial Valley Healthcare District ("IVHD") is committed to maintaining a cooperative and trusting provider-patient relationships with its patients. When such relationships have not developed or a provider-patient relationship is no longer mutually productive, IVHD may determine that it would be mutually beneficial to terminate the relationship and dismiss the patient from an IVHD practice.

4.0 Definitions: Not applicable

5.0 Procedure:

- 5.1 Behaviors and/or Relationship Outcomes Warranting Dismissal
 - 5.1.1 IVHD providers and staff may identify patients with whom the provider-patient relationship has not been developed or has deteriorated. Behaviors that may result in dismissal include, but are not limited to, the following:
 - 5.1.1.1 **Treatment Non adherences:** Unresolvable differences between the provider's and patient's philosophy and desired or appropriate plan of care.
 - 5.1.1.2 **Follow-up Non adherence:** Established patients who repeatedly cancel follow-up visits or no-show three appointments within one year.
 - 5.1.1.3 **New Patient Non adherences:** New patients who cancel or no-show two scheduled appointments.
 - 5.1.1.4 **IVHD Policy Non adherence:** The patient knowingly and willingly violates a IVHD policy, such as a controlled substance agreement.
 - 5.1.1.5 **Verbal or Physical Abuse and/or Property Damage:** The patient or a family member is rude, uses improper language, exhibits violent behavior, makes threats, or causes physical harm to IVHD providers, staff, other patients, third parties or office property.

Imperial Valley Healthcare District

Title: Patient Dismissal from Outpatient Center		Policy No. ADM-00082
		Page 2 of 4
Current Author: Merlina Esparza		Effective: February 2020
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5.2 Warning Procedure

5.2.1 An attempt to advise the patient of, and correct, the reasons for dismissal must be made and documented prior to a dismissal. When dismissal may be warranted, the patient must be warned that continued behaviors may lead to dismissal from the practice. Warning procedures are as follows:

5.2.1.1 An attempt must be made to have a conversation with the patient or responsible party for the patient about the patient's behavior, the changes or corrections that need to be made, and the risk of being dismissed from the practice. This conversation must take place in person or over the phone. The details of the conversation must be documented in the patient's medical record. (Note: This conversation or discussion is not effective when presented through an email, voicemail message, or other means not suggested in this policy.)

5.2.1.2 If the patient is not available for a conversation in person or over the phone, a letter must be mailed to the patient discussing the facts of their behavior, the changes or corrections that need to be made, and the risk of being dismissed from the practice. The warning letter must be sent via certified mail and regular mail.

5.2.1.3 A copy of the warning letter must be scanned into the patient's electronic medical record.

5.2.1.4 The IVHD Risk Manager in conjunction with the patient's provider can determine if the initial or ongoing behavior/offense is egregious enough to warrant immediate dismissal from the practice. Examples of egregious offenses include physical violence or threats of violence towards providers, staff and/or other patients. The final decision is made in conjunction with the immediate provider involved as well as the responsible Practice Administrator and Chief Clinic Officer.

5.3 Dismissal of Medically Complex Patients

5.3.1 Medical complexities associated with certain patients require additional steps before moving forward with dismissal. In some cases, these complexities may prevent dismissal altogether. Patients in the following groups may not be eligible for dismissal without approval from both Risk Management and Legal Counsel:

5.3.1.1 Patients in an acute phase of treatment as defined by the immediate provider for the patient.

5.3.1.2 Practitioner is the only source of medical care within reasonable driving distance. Reasonable driving distance is defined as 50 miles from the patient's home or permanent setting.

5.3.1.3 Provider is the only source of a particular type of specialized medical care.

5.3.1.4 Pregnant patients at or beyond 20 weeks gestational age.

5.4 Dismissal of New Patients

Imperial Valley Healthcare District

Title: Patient Dismissal from Outpatient Center		Policy No. ADM-00082
		Page 3 of 4
Current Author: Merlina Esparza		Effective: February 2020
Latest Review/Revision Date: 01/30/2026		Manual: Administrative/Quality

- 5.4.1 New patients who cancel or no-show two consecutively scheduled initial appointments will be dismissed from the practice and may not schedule another appointment in the same practice for one year.
- 5.5 Scope of Patient Dismissal
 - 5.5.1 Patient dismissals will take place at the individual practice level and will not affect the patient's ability to receive care from another IVHD practice. As an example: A patient may be dismissed from an IVHD primary care practice but will still have the opportunity to receive care from an IVHD specialty practice. Egregious acts may warrant dismissal from all IVHD practices and will be evaluated on a case-by-case basis.
 - 5.5.2 A provider may determine that the patient could benefit from establishing a relationship with another provider in the same practice. In these cases, another care provider may be identified as an alternative to dismissal. The new care provider must agree to accept the patient before establishing the new provider-patient relationship.
- 5.6 Dismissal Procedure
 - 5.6.1 When dismissal is appropriate and acceptable under this Policy, termination of the patient relationship is completed formally. The final decision to dismiss the patient may only be decided by the responsible Practice Administrator, Chief Clinic Officer, or attending immediate provider.
 - 5.6.2 The IVHD Risk Manager and the patient's provider must be notified of the intent to dismiss the patient from the practice prior to dismissal.
 - 5.6.3 If applicable, the IVHD Practice Administrator confirms that the patient can be dismissed per managed care contracts and ensure proper notification to managed care payers. The patient must receive written notice that they are being dismissed as a patient from the practice.
 - 5.6.4 Each written dismissal notice must include the following elements:
 - 5.6.4.1 **Reason for Dismissal:** Briefly summarize behavior leading to decision, including dates of behavior and steps taken to avoid dismissal when applicable.
 - 5.6.4.2 **Effective Date:** The effective date of the dismissal provides the patient with at least 30 days from the date of the letter to find a new provider.
 - 5.6.4.3 **Interim Care Provisions:** Interim care of an urgent nature must be offered and remain available to the patient. True emergency situations are referred to the closest emergency department.
 - 5.6.4.4 **Continued Care Provisions:** Suggestions for continued care through local referral services must be offered. These suggestions may include nearby hospitals, medical groups or community resources. Specific healthcare practitioners may not be recommended by name.
 - 5.6.4.5 **Medical Record Release Form:** Include with the dismissal letter and provide instructions on how the patient can obtain a copy of their medical records or have them sent to another provider.
 - 5.6.5 The written dismissal notice must be delivered to the patient via certified mail and regular mail with a copy scanned into their electronic health record.

Imperial Valley Healthcare District

Title: Patient Dismissal from Outpatient Center		Policy No. ADM-00082
		Page 4 of 4
Current Author: Merlina Esparza		Effective: February 2020
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- 5.6.6 If the version sent via certified mail is not claimed by the patient but the version sent via regular mail is not returned as “undeliverable,” the practice can reasonably assume that the patient received the dismissal letter.
- 5.6.7 Specialty practices must send a copy of the dismissal letter to the patient’s Primary Care provider to serve as notification of the dismissal from their practice.
- 5.6.8 Responses by patients, families or responsible parties which are negative, threatening, or accusatory must be reported immediately to IVHD Risk Management.
- 5.7 Post-Dismissal Care
 - 5.7.1 Questions related to post-dismissal care for patients who present at Imperial Valley Healthcare District must be directed to hospital Risk Management.

6.0 References:

- 6.1 “Terminating Patient Relationships” The Doctor’s Company. California Physicians Legal Handbook 2021, Section 33:31 “Physician/Patient Relationship”
- 6.2 Patients’ Rights and Responsibilities Policy ADM-00002

7.0 Attachment List:

- 7.1 Attachment A: Warning for Behavioral Issues; Spanish A-1
- 7.2 Attachment B: First Warning for Attendance Issues; Spanish B-1
- 7.3 Attachment C: Warning for Attendance Issues- Multiple; Spanish C-1
- 7.4 Attachment D: Dismissal for Behavioral Issues; Spanish D-1

8.0 Summary of Revisions:

- 8.1 changed PMHD to IVHD
- 8.2 5.2.1.4 changed to Ambulatory Assistant Administrator to Chief Clinic Officer
- 8.3 5.6.1 changed to Ambulatory Assistant Administrator Chief Clinic Officer
- 8.4 Updated reference: California Physician’s Legal Handbook, 2021

Warnings for Behavioral Issues

Date

Patient Name
Mailing Address
City, State Zip

Dear (patient):

You will recall that we discussed our physician-patient relationship in my office / on the phone on (date of visit or discussion). Also present were your (wife, husband, etc.) and my (nurse, assistant, etc.).

Although we are dedicated to helping all patients, this letter is to notify you that your status as a patient at this practice is at risk for being terminated. The reason for this is your (state a description of the behaviors which led to warning) which causes a breakdown in the trust between us. Trust, of course, is the cornerstone of any productive patient-provider relationship. In order for you to continue to be seen by (doctor/provider), you must (state agreed behavior, i.e. compliance generally accepted behavior, show compliance with agreed care plan, etc.)

Signed by:

Title:

Policy: ADM-00082 Patient Dismissal from Outpatient Center
Last Revised: 06/10/2026
Attachment A- Warning for Behavioral Issues

Advertencia de Problemas de Conducta

<Date>

<Patient Name>

<Mailing Address>

<City, State Zip>

Estimado(a) <patient>:

Usted recordará que discutimos nuestra relación de médico-paciente en mi oficina/ en el teléfono el <date of visit or discussion>. También estuvieron presentes su <wife, husband, etc.> y mi <nurse, assistant, etc.>

Aunque estamos dedicados a ayudar a todos nuestros pacientes, esta carta es para notificarle que su estado como un paciente en esta clínica está en riesgo de ser terminado. La razón de esto es su <state a description of the behaviors which led to warning> que causa una ruptura en la confianza entre nosotros. La confianza, por supuesto, es la piedra angular de cualquier relación productiva de paciente-proveedor. Para que usted continúe siendo visto por <doctor provider>, usted debe <state agreed behavior, i.e. compliance generally accepted behavior, show compliance with agreed care plan, etc.>.

Firmado por,

Título

Policy: ADM-00082 Patient Dismissal from Outpatient Center

Last Revised: 06/10/2026

Attachment E- SPANISH -Warning Behavior Issues



First Warning for Attendance Issues

First Offense (Est. Patient)

Date

Patient Name Mailing Address
City, State Zip

Dear (patient):

Our records indicate that you did not present for your scheduled appointment on (date of no-show). Please call our office at your earliest convenience to reschedule this appointment. In the future, if you are unable to keep your scheduled appointments please notify us as soon as possible. In accordance with our office no-show policy, repeated no-shows will result in a restriction on scheduling additional appointments for up to one year.

If you have any questions regarding this letter, please contact us as soon as possible.

Signed

Title

Policy: ADM-00082 Patient Dismissal from Outpatient Center
Last Revised: 06/10/2026
Attachment B- First Warning for Attendance Issues



Primera Advertencia por Problemas de Asistencia

Primera Ofensa <Est. Patient>

<Date>

<Patient Name>

<Mailing Address>

<City, State Zip>

Estimado/a <patient>:

Nuestros registros indican que usted no se presentó para su cita programada para el <date of no-show>. Por favor llame a nuestra oficina lo antes posible para reprogramar esta cita. En el futuro, si usted no puede mantener sus citas programadas por favor notifíquenos tan pronto como sea posible. De acuerdo con nuestra política de citas perdidas, constante pérdida de citas resultara en una restricción en hacer citas adicionales por hasta un año.

Si tiene alguna pregunta sobre esta carta, por favor contáctenos lo antes que sea posible.

<signed>

<Title>

Policy: ADM-00082 Patient Dismissal from Outpatient Center

Last Revised: 06/10/2026

Attachment F: SPANISH First Warning Attendance Issues



Warnings for Attendance Issues

Second, Third, Etc. Offense (Est. Patient)

Date

Patient Name
Mailing Address
City, State Zip

Dear (patient):

Our records indicate that you were not present for your scheduled appointment on (date of no show). This is your (second, third) no-show since (date of last completed appointment).

Your frequent no-shows make it impossible to properly manage your health. Please call our office at your earliest convenience to reschedule your appointment. In the future, if you are unable to keep your scheduled appointments, please notify us as soon as possible. Missed appointments are not only detrimental to properly managing your health but it also prevents us from seeing other patients at the scheduled time slot. Per our office no-show policy, any further no-shows may result in the termination of our relationship and the ability to provide healthcare services to you.

If you have any questions regarding this letter, please contact us as soon as possible.

Signed

Title

Policy: ADM-00080 Patient Dismissal from Outpatient Center
Last Revised: 06/10/2026
Attachment C- Warning for Attendance Issues; Multiple



Advertencias por Problemas de Asistencia

Segunda, Tercera, Etc. Ofensa (Paciente Establecido)

<Date>

<Patient Name>

<Mailing Address>

<City, State Zip>

Querido/a <patient>:

Nuestros registros indican que usted no se presentó para su cita el <date of no-show>. Esta es la <segunda, tercera> vez que no se presenta desde <date of last completed appointment>.

Sus frecuentes ausencias impiden el manejo adecuado de su salud. Por favor llame a nuestra oficina lo antes que sea posible para reprogramar su cita. En el futuro, si usted no puede mantener sus citas por favor notifíquenos tan pronto como sea posible. Las citas perdidas no sólo son perjudiciales para el manejo de su salud, sino que también nos impide ver a otros pacientes en el horario programado. Según nuestra política de citas sin cancelación o previo avisoperdidas, cualquier otra cita perdida puede resultar en la terminación de nuestra relación y la capacidad de proporcionarle servicios de salud.

Si tiene alguna pregunta sobre esta carta, por favor contáctenos lo antes posible.

Sinceramente,

<signed
title>

Policy: ADM-00082 Patient Dismissal from Outpatient Center

Last Revised: 06/10/2026

Attachment G: SPANISH Warning Attendance Issues; Multiple



Dismissal for Behavioral Issues

Date

Patient Name
Mailing Address
City, State Zip

Dear (patient):

As we discussed previously, (provider) will no longer be able to treat you as a patient as of (at least 30 days from date of letter). As you are aware, the primary issue led to this decision was (general reason for dismissal, i.e. your failure to cooperate with the medical care plan, your behavior towards staff, etc.)

Your medical condition requires continuing physician supervision, and it is important that you select another physician as soon as possible. If you do not know how to find another physician, you can contact your health insurance provider.

I will remain available to provide medical services to you, on an emergency basis, until (reiterate 30-day date stated above), while you arrange long term care with another physician.

A medical records release authorization is enclosed for your convenience. Upon receipt of your signed authorization, I will forward a copy of your medical record to the indicated provider.

Regards,

Signature
Title

Policy: ADM-00082 Patient Dismissal from Outpatient Center
Last Revised: 06/10/2026
Attachment D- Dismissal for Behavioral Issues

Dado de Alta Debido a Problemas de Comportamiento

<Date>

<Patient Name>

<Mailing Address>

<City, State Zip>

Querido/a (patient):

Como hemos comentado anteriormente, (provider) ya no sera capaz de otorgarle servicios médicos a partir del (at least 30 days from date of letter). Como usted sabe, el tema principal que llevo a esta decisión fue <general reason for dismissal, i.e. your failure to cooperate with the medical care plan, your behavior towards staff, etc. – will have to be translated once established>.

Su condición médica requiere supervisión médica y es importante que seleccione otro médico lo antes posible. Si usted no sabe cómo encontrar otro médico, puede llamar a su proveedor de seguro médico.

El/La Dr. <name of provider> permanecerá disponible para proporcionarle servicios medicos, en caso de emergencia, hasta (reiterate 30-day date stated above), mientras usted organiza cuidados primario con otro médico.

Adjunto esta una autorización de liberación de registros médicos para su conveniencia. Al recibir su autorización firmada, enviaremos una copia de su historial médico al proveedor indicado.

Estimado/a cordial,

< signer
title

Policy: ADM-00082 Patient Dismissal from Outpatient Center

Last Revised: 06/10/2026

Attachment H: SPANISH Dismissal for Behavioral Issues

Imperial Valley Healthcare District

Title: Patient Safety Evaluation System		Policy No. ADM-00078
Current Author: Merlina Esparza		Page 1 of 3
Latest Review/Revision Date: 01/30/2026		Effective: 1/27/2015
Manual: Administration / Quality		

Collaborating Departments: Administration, Compliance, Nursing, Quality, Risk Management		Keywords: Press Ganey, Patient Safety Organization, PSO		
Approval Route: List all required approval				
MARCC X	PSQC X	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 describe and define the Imperial Valley Healthcare District (IVHD) Patient Safety Evaluation System.

2.0 Scope: District wide

3.0 Policy:

- 3.1 The IVHD Patient Safety Evaluation System (PSES) shall serve as the interface for data collection and analysis between IVHD and its Patient Safety Organization, Press Ganey.
- 3.2 Information created, or analyses generated within this patient safety evaluation system is deemed protected patient safety work product as long as:
 - 3.2.1 IVHD intends to submit the information and/or analyses to its Patient Safety Organization or,
 - 3.2.2 IVHD authorizes its Patient Safety Organization to access such information to process and analyze similar information transmitted to its Patient Safety Organization by IVHD.
- 3.3 Information removed from the patient safety evaluation system is not considered protected under the applicable privileges.
- 3.4 This patient safety evaluation system shall be used to reduce mortality and morbidity and to improve patient care and patient safety by the identification, analysis and reduction of risks within a legally protected environment.

4.0 Definitions:

- 4.1 The following terms have the meanings assigned under the federal regulations promulgated to implement the Patient Safety and Quality Improvement Act of 2005.
 - 4.1.1 Patient Safety Organization (PSO) means a private or public entity or component thereof that is listed as a PSO by the Secretary of the United States Department of Health and Human Services
 - 4.1.2 Patient Safety Evaluation System (PSES) means the collection, management, or analysis of information for reporting to or by a PSO.
 - 4.1.3 Patient Safety Work Product (PSWP) means any data, reports, records, memoranda, analyses, such as root cause analyses and care reviews documentation or written or oral statements, or copies of any of this material, which could improve patient safety, health care quality, or health care outcomes;

Imperial Valley Healthcare District

Title: Patient Safety Evaluation System		Policy No. ADM-00078
		Page 2 of 3
Current Author: Merlina Esparza		Effective: 1/27/2015
Latest Review/Revision Date: 01/30/2026		Manual: Administration / Quality

and

- 4.1.3.1 Which are assembled or developed by any IVHD employee, medical staff member, agent, student or house staff for reporting to Press Ganey, which includes information that is documented as within a patient safety evaluation system for reporting to a PSO and has not yet been sent to the PSO, and such documentation includes the date the information entered the PSES; or
- 4.1.3.2 Which are developed by a PSO for the conduct of patient safety activities; or
- 4.1.3.3 Which identify or constitute the deliberations or analysis, or identify the fact of reporting pursuant to, a patient safety evaluation system
- 4.1.3.4 Patient Safety Activities mean the following activities carried out by or on behalf of the PSO or any IVHD employee, medical staff member, agent, student or house staff:
- 4.1.3.5 Efforts to improve patient safety and the quality of health care delivered;
- 4.1.3.6 The collection and analysis of PSWP;
- 4.1.3.7 The development and dissemination of information with respect to improving patient safety, such as recommendations, protocols, or information regarding best practices;
- 4.1.3.8 The utilization of PSWP for the purposes of encouraging a culture of safety and of providing feedback and assistance to minimize patient risk effectively;
- 4.1.3.9 The maintenance of procedures to preserve confidentiality with respect to PSWP;
- 4.1.3.10 The provision of appropriate security measures with respect to PSWP;
- 4.1.3.11 The utilization of qualified staff; and
- 4.1.3.12 Activities related to the operation of the PSES and to the provision of feedback to participants in the PSES.

- 4.2 Midas is the data collection program used for reporting, reviewing and commenting upon events and is the main process for transmitting information from the patient safety evaluation system to the Press Ganey.

5.0 Procedure:

5.1 Patient Safety Evaluation System

- 5.1.1 The IVHD patient safety evaluation system consists of individual and committee activities, data collection processes, reports, databases, analyses, discussion, systemic review, and regular, ad hoc and specially called meetings, whether recorded in writing, or otherwise, that constitute patient safety work product, including but not limited to those listed below.

- 5.1.1.1 Grievance Committee
- 5.1.1.2 Medical Executive Committee (MEC)
- 5.1.1.3 Leadership
- 5.1.1.4 Safety Committee

Imperial Valley Healthcare District

Title: Patient Safety Evaluation System		Policy No. ADM-00078
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Current Author: Merlina Esparza		Effective: 1/27/2015
Latest Review/Revision Date: 01/30/2026		Manual: Administration / Quality

- 5.1.1.5 Medical Staff Quality Council (MSQC) and sub committees
- 5.1.1.6 Patient Safety Quality Council (PSQC)
- 5.1.1.7 Root Cause Analysis (RCA's)
- 5.1.1.8 Failure Mode and Effect Analysis (FMEA's)
- 5.1.1.9 Sentinel Event's Review
- 5.1.1.10 Infection Control Committee
- 5.1.2 Quality and Risk Department shall be responsible for the day to day administration of the technical aspects of the PSO activities.
 - 5.1.2.1 Confirming the information submitted to the PSES and providing quality oversight to the process for collecting, managing, analyzing, and submitting information to Press Ganey;
 - 5.1.2.2 Communicating the intent and purpose of the PSES with IVHD employees, medical staff members, agents, students, and house staff;
 - 5.1.2.3 Providing guidance on the removal of material from the PSES;
 - 5.1.2.4 Receiving materials created by Press Ganey and distributing as appropriate with the PSES;
 - 5.1.2.5 Using Press Ganey as a resource and maintaining communication with Press Ganey;
 - 5.1.2.6 Coordinating related training upon implementation of the PSO and on an ongoing basis; and
 - 5.1.2.7 Notifying Press Ganey if any IVHD contact changes
- 5.2 Removal of Patient Safety Work Product
 - 5.2.1 Patient Safety Work Product may be removed from the PSES by the quality and risk department and no longer considered Patient Safety Work Product if:
 - 5.2.1.1 The information has not yet been reported to Press Ganey; and
 - 5.2.1.2 The quality and risk department documents the act and date of removal of such information from Press Ganey.
- 5.3 Disclosure of Patient Safety Work Product
 - 5.3.1 Patient Safety Work Product is privileged and confidential and shall not be disclosed except as provided by the Patient Safety Act.

6.0 References:

- 6.1 Press Ganey; <http://www.Pressganey.com/>
- 6.2 Patient Safety and Quality Improvement Act of 2005
- 6.3 Code of federal regulation. (2026). Patient Safety Organizations and Patient Safety Work Product, 42 C.F.R. Part 3.

7.0 Attachment List: Not applicable

8.0 Summary of Revisions:

- 8.1 Changed PMHD to IVHD
- 8.2 Changed CHPSO to Press Ganey
- 8.3 Added 6.3 reference

Imperial Valley Healthcare District

Title: Sharp Injury Log		Policy No. HRD-00119
		Page 1 of 2
Current Author: Lizbette Cordova, RN		Effective: 3/1999
Latest Review/Revision Date: 03/01/2026		Manual: Human Resources

Collaborating Departments: Safety, Infection Control		Keywords: Needlestick, Sharp, Exposure		
Approval Route: List all required approval				
MARCC 04/2026	PSQC	Other: <u>Safety 04/2026</u>		
Clinical Service _____	MSQC	MEC		BOD 04/2026

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

1.0 Purpose:

- 1.1 Documentation of all sharp injuries/needlesticks on a sharp injury log as required by Occupational Safety and Health Administration (OSHA)
- 1.2 Evaluation of circumstances and products surrounding exposure incidents required to prevent future accidents

2.0 Scope:

- 2.1 District Wide

3.0 Policy:

- 3.1 When a sharp injury occurs, the policy/procedure for reporting employee injuries and bloodborne pathogen exposures is to be followed
- 3.2 The Department Manager/House Supervisor or designee will fill out the Sharp Injury Log with the exposed employee after each sharp injury, in addition to an accident report packet.
- 3.3 The Sharp Injury Log form information record will include:
 - 3.3.1 Date and time of exposure
 - 3.3.2 Type and brand of device/sharp involved in the exposure incident
 - 3.3.3 Job classification of the exposed employee
 - 3.3.4 Department or work area where the exposure incident occurred
 - 3.3.5 The procedure that the exposed employee was performing at the time of the incident
 - 3.3.6 How the incident occurred
 - 3.3.7 The body part involved in the exposure incident
 - 3.3.8 If the device/sharp had engineered sharps protection, whether the protective mechanism was activated, and whether the injury occurred before, during or after the protective mechanism was activated, if applicable
 - 3.3.9 If the sharp had no engineered sharps injury protection, the injured employee's opinion as to whether and how such a mechanism could have prevented the injury
 - 3.3.10 The employee's opinion about whether any other engineering, administrative or work practice control could have prevented the injury.
 - 3.3.11 Also see policy HRD-00101 Bloodborne Pathogen Exposure Protocol

Imperial Valley Healthcare District

Title: Sharp Injury Log		Policy No. HRD-00119
		Page 2 of 2
Current Author: Lizbette Cordova, RN		Effective: 3/1999
Latest Review/Revision Date: 03/01/2026		Manual: Human Resources

4.0 Definitions: Not applicable

5.0 Procedure:

5.1 Complete the Sharp Injury Log form and return it to the Employee Health Department along with the accident report packet.

6.0 References:

6.1 Occupational Safety and Health Administration (OSHA) 29 CFR 1910.1030

7.0 Attachment List:

7.1 Attachment A - Sharp Injury Log Form

8.0 Summary of Revisions:

8.1 No changes; scheduled review

For Facility use only

--	--	--	--	--	--	--	--	--	--

Facility Injury ID#

SHARPS INJURY LOG

For CDHS use only

--	--	--	--	--	--	--	--

Injury ID (leave blank)

--	--	--	--	--

Facility ID (leave blank)

PLEASE COMPLETE A LOG FOR EACH EMPLOYEE EXPOSURE INCIDENT INVOLVING A SHARP

Check one box corresponding to the most appropriate answer.

Institution: Imperial Valley Healthcare District Home Department: _____

Address: _____ Page # _____ of _____

City: _____ State: _____ Zip: _____

Date filled out: _____ By: _____ Phone Number: () _____

Date of injury

--	--

month

/

--	--

day

/

--	--

year

Time of injury

--	--

:

--	--

am pm

Optional

Sex ☐ Male ☐ Female

Age

--	--

DESCRIPTION OF THE EXPOSURE INCIDENT. (PLEASE NOTE IF A DEVICE MALFUNCTION WAS INVOLVED.)

JOB CLASSIFICATION

- | | |
|--|--|
| ☐ Nurse, specify: ☐ RN ☐ LVN ☐ NP ☐ CRNA ☐ Midwife | ☐ Home health aide |
| ☐ Physician (attending / staff), specify specialty _____ | ☐ Housekeeper, Environmental services |
| ☐ Physician (intern / resident / fellow), specify specialty _____ | ☐ Laundry staff |
| ☐ Phlebotomist / Venipuncture / IV Team | ☐ Law enforcement officer |
| ☐ Attendant / orderly CNA | ☐ Maintenance |
| ☐ Central supply | ☐ Nursing assistant |
| ☐ Clerical / administrative | ☐ OR / surgical technician |
| ☐ Clinical lab technician | ☐ Patient care technician |
| ☐ Counselor / social worker | ☐ Pharmacist |
| ☐ Dental hygienist | ☐ Physician assistant |
| ☐ Dentist | ☐ Psychiatric technician |
| ☐ Dietitian | ☐ Radiologic technician |
| ☐ EMT / paramedic | ☐ Respiratory therapist / tech |
| ☐ Firefighter | ☐ Safety / security |
| ☐ Food service | ☐ Transport / messenger |
| ☐ Hemodialysis technician | ☐ Other, specify _____ |

WHERE DID EXPOSURE OCCUR? Select all that apply

- Identify specific location (room number, floor, etc.): _____
- | | | |
|--|---|---|
| ☐ Ambulance | ☐ Histology / pathology | ☐ Outpatient clinic / medical office station, medication room) |
| ☐ Blood bank | ☐ Home health visit (home) | ☐ Pediatrics |
| ☐ Central sterile supply | ☐ Hospital grounds | ☐ Post-anesthesia care unit |
| ☐ Central trash area | ☐ Intensive care unit, specify _____ | ☐ Procedure room (x-ray, EKG) |
| ☐ Clinical laboratory | ☐ Jail unit | ☐ Psychiatry ward |
| ☐ Dialysis | ☐ Labor and delivery | ☐ Radiology department room |
| ☐ Dental clinic | ☐ Laundry room | ☐ Other location, specify _____ |
| ☐ Emergency department | ☐ Medical / surgical ward | |
| ☐ Endoscopy / bronchoscopy / cytology | ☐ Obstetrics / gynecology ward | |
| ☐ Exam room | ☐ Operating room | |

Was the injured worker the original user of the sharp item?	☐ Yes	☐ No	☐ Unknown	☐ Not Applicable
--	------------------------------	-----------------------------	----------------------------------	---

Was the sharp item contaminated (i.e., known exposure to patient or contaminated equipment)?	
☐ Yes → If yes, was there blood on the device?	☐ Yes ☐ No ☐ No ☐ Unknown

WHEN DID THE INJURY OCCUR?		
☐ Before use of the item	☐ After use, before disposal	☐ Unknown
☐ During use of the item	☐ During or after the disposal of item	

PROCEDURE EMPLOYEE PERFORMING AT THE TIME OF THE INJURY	
<u>Injection procedures:</u> ☐ Intramuscular (IM) injection ☐ Subcutaneous / intradermal injection <u>IV line procedures:</u> ☐ To insert a peripheral IV line or set up a heparin lock ☐ To insert a central IV line ☐ To insert an arterial line ☐ To connect IV line (intermittent IV / piggy back / IV infusion) ☐ To flush heparin / saline ☐ Other injection into IV injection site or IV port, specify _____ ☐ Other line procedure, specify _____ <u>Blood procedures:</u> ☐ Percutaneous venous puncture (e.g., phlebotomy) ☐ Percutaneous arterial puncture ☐ Central or peripheral IV line or port ☐ Arterial line ☐ Dialysis / AV fistula site ☐ Umbilical vessel ☐ Fingerstick / heel stick ☐ Other blood sampling, specify _____	<u>Other patient care procedures involving sharps:</u> ☐ Assisting another with a procedure (suturing, biopsy) ☐ Cutting (e.g., surgery / autopsy) ☐ During disposal of sharps device ☐ Epidural / spinal anesthesia ☐ Suturing ☐ Transferring blood / body fluid to another container ☐ To obtain a body fluid or tissue sample (CFS / amniotic / biopsy) ☐ To obtain laboratory specimens ☐ To obtain urine from a foley catheter ☐ Other procedure (not a line or blood sampling procedure), specify _____ <u>Other procedures:</u> ☐ Assisting patient (bathing, transferring, dressing etc.) ☐ Cleaning/removing meal trays ☐ Contact with sharps container (unintentional) ☐ Equipment/instrument cleaning ☐ Manipulating/discarding sharps container ☐ Removing/discarding trash ☐ Removing sharps from inappropriate place ☐ Room cleaning ☐ Other procedure, specify _____ ☐ Unknown

HOW DID THE INJURY OCCUR? Choose all that apply		
<u>While manipulating patient or needle/sharp:</u> ☐ Passing or transferring equipment ☐ Patient moved and jarred device ☐ While inserting needle in line ☐ While inserting needle in patient ☐ While manipulating needle in line ☐ While manipulating needle in patient ☐ While withdrawing needle from line ☐ While withdrawing needle from patient <u>While in operative field or during suturing procedure or autopsy:</u> ☐ Incising / Cutting ☐ Manipulating suture needle in holder ☐ Palpating / Exploring ☐ Passing or receiving equipment ☐ Suturing ☐ Tying sutures	<u>Handling equipment or specimens:</u> ☐ Activating safety device ☐ Cap fell off after recapping ☐ Decontamination / processing used equipment ☐ Disassembling device or equipment ☐ During clean-up ☐ Handling equipment on a tray or stand ☐ In transit to disposal ☐ Opening/breaking glass containers ☐ Passing or transferring equipment ☐ Processing specimens ☐ Recapping (missed or pierced cap) ☐ Transferring blood/bodily fluids into specimen container <u>Collision / contact with sharp object:</u> ☐ Collided with coworker or other person ☐ Collided with sharp ☐ Sharp object dropped ☐ Struck by detached IV line needle	<u>Disposal related:</u> ☐ Overfilled sharps container ☐ Protruding from opened container ☐ Punctured sharps container ☐ While manipulating container ☐ While placing sharp in container, injured by sharp being disposed ☐ While placing sharp in container, injured by sharp already in container <u>Sharp in unusual locations:</u> ☐ In linen / laundry ☐ In pocket / clothing ☐ In trash ☐ Left on table / tray ☐ Left in bed / mattress ☐ On floor ☐ Other unusual location _____ <u>Other circumstances:</u> ☐ Other _____ ☐ Unknown

BODY PART: (check all that apply)	
☐ Finger _____ ☐ Thumb ☐ Left ☐ Right ☐ Hand ☐ Left ☐ Right ☐ Arm ☐ Left ☐ Right	☐ Leg ☐ Left ☐ Right ☐ Face/Head ☐ Torso ☐ Other _____

IDENTIFY SHARP INVOLVED: (if known)
Brand/Manufacturer of Product: (e.g., Do-Right / ABC Co.) _____ Name of Product, Model Name or Number: (e.g., Winged steel needle/Model 16123) _____

TYPE OF PRODUCT:

Needles:

- Disposable Syringe With
- ☐ Insulin needle
 - ☐ Tuberculin needle
 - ☐ 24/25-gauge needle
 - ☐ 23-gauge needle
 - ☐ 22-gauge needle
 - ☐ 21-gauge needle
 - ☐ 20-gauge needle
 - ☐ 18/19-gauge needle
 - ☐ Other size _____
 - ☐ Pre-filled cartridge syringe
 - ☐ Tubex™/ Carpuject-type
 - ☐ Dental-type
- ☐ Blood gas syringe (ABG)
 - ☐ Needle on IV line (includes piggybacks and IV line connectors)
 - ☐ Winged steel needle used for ☐ blood draw ☐ IV use
 - ☐ IV catheter stylet
 - ☐ Vacuum tube blood collection holder/needle (includes Vacutainer™-type device)
 - ☐ Spinal or epidural needle
 - ☐ Needle, not sure what kind

Other Type Needle:

- ☐ Arterial catheter introducer needle
 - ☐ Central line catheter introducer needle
 - ☐ Drum catheter needle
 - ☐ Other vascular catheter needle (cardiac, etc.)
 - ☐ Other non-vascular catheter needle (ophthalmology, etc.)
 - ☐ Huber
 - ☐ Hemodialysis (i.e., 18 gauge, 19 gauge)
 - ☐ Winged steel needle (butterfly) for blood drawing
 - ☐ Dental needle for injecting anesthetics
 - ☐ Other needle not listed
- specify: _____

Surgical Instrument or Other Sharp Items:

- ☐ Lancet
 - ☐ Suture needle
 - ☐ Scalpel, reusable and disposable
 - ☐ Razor
 - ☐ Staples, steel sutures
 - ☐ Pickups/forceps/hemostats/clamps
 - ☐ Pipette
 - ☐ Scissors
 - ☐ Electrocautery device
 - ☐ Bone cutter
 - ☐ Bone chip
- ☐ Towel clip
 - ☐ Microtome blade
 - ☐ Trocar
 - ☐ Vacuum tube (plastic)
 - ☐ Specimen/test tube (plastic)
 - ☐ Fingernails/teeth
 - ☐ Retractors, skin/bone hooks
 - ☐ Wire (suture/fixation/guide wire)
 - ☐ Pin (fixation/guide pin)
 - ☐ Drill bit/bur
 - ☐ Sharp item, not sure what kind
 - ☐ Other sharp item not listed
- specify _____

Glass:

- ☐ Medication ampule
 - ☐ Medication vial (small volume with rubber stopper)
 - ☐ Medication/I.V. bottle (large volume)
 - ☐ Pipette (glass)
 - ☐ Vacuum tube (glass)
 - ☐ Specimen/test tube (glass)
 - ☐ Capillary tube
 - ☐ Glass slide
 - ☐ Glass item, not sure what kind
 - ☐ Other glass item not listed
- specify _____

Did the device being used have a built-in safety feature?

☐ Yes ☐ No ☐ Don't know

If yes, was the protective mechanism activated? ☐ Yes, fully

☐ Yes, partially ☐ No

If yes, did the exposure incident occur:

☐ Before activation ☐ During activation ☐ After activation ☐ Unknown

EXPOSED EMPLOYEE:

If the sharp did not have a protective mechanism, do you think that a protective mechanism could have prevented the injury?

☐ Yes ☐ No ☐ Not applicable

Explain:

Do think that any other control (e.g., engineering, administrative, work practice) could have prevented the injury?

☐ Yes ☐ No ☐ Unknown

Explain:

Imperial Valley Healthcare District

Title: Ongoing Health Services – Employee		Policy No. HRD-00113
		Page 1 of 2
Current Author: Lizbette Cordova, RN		Effective: 10/1/1995
Latest Review/Revision Date: 03/20/2026		Manual: Human Resource / Employee Health

Collaborating Departments: Infection Control, Pharmacy, Dr. Mohammed Al-Jasim		Keywords: Screening, Vaccination, Wellness		
Approval Route: List all required approval				
MARCC 04/2026	PSQC	Other: Safety Committee 04/2026		
Clinical Service _____	MSQC	MEC	BOD 04/2026	

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

1.0 Purpose:

- 1.1 To promote health maintenance and prevent infection among Imperial Valley Healthcare District (IVHD) employees

2.0 Scope: District wide

3.0 Policy:

- 3.1 Employees are offered vaccines during pre-employment physicals to help prevent acquiring and transmitting infections.
- 3.2 Employees are offered screenings to promote personal wellness progress and goals.

4.0 Definitions: Not applicable

5.0 Procedure:

- 5.1 Physical Examinations
 - 5.1.1 All IVHD employees shall have a pre-employment physical examination, immunization review, urine drug screen, and tuberculosis screening
- 5.2 Employees shall contact Employee Health/ to schedule appointments for vaccinations and screenings.
 - 5.2.1 Hepatitis B vaccinations are offered to employees with exposure in the workplace
 - 5.2.2 Tetanus, Diphtheria and Pertussis (Tdap) vaccination is offered to employees with Aerosol Transmissible Disease Exposure
 - 5.2.2.1 Pregnant healthcare workers are encouraged to receive Tdap vaccine with every pregnancy, preferably at 27-36 weeks
 - 5.2.3 Measles, Mumps, Rubella (MMR) vaccinations are offered to susceptible employees.
 - 5.2.4 Varicella-Zoster (VZV, chickenpox) vaccination is offered to susceptible employees during pre-employment physical. If subsequent dose is required, it will be received at ICPHD free of charge to the employee.
 - 5.2.4.1 If the vaccine is not available through IVHD, IVHD will reimburse employees for the cost of the vaccine
 - 5.2.5 Hepatitis A vaccinations are offered to employees.
 - 5.2.6 COVID 19 Vaccines will be provided according to availability and in conjunction with public health department guidelines
 - 5.2.6.1 If the vaccine is not available through IVHD, IVHD will reimburse

Imperial Valley Healthcare District

Title: Ongoing Health Services – Employee		Policy No. HRD-00113
		Page 2 of 2
Current Author: Lizbette Cordova, RN		Effective: 10/1/1995
Latest Review/Revision Date: 03/20/2026		Manual: Human Resource / Employee Health

employees for the cost of the vaccine

5.2.7 Influenza vaccinations are offered annually (during influenza season)

5.3 Wellness Screening

5.3.1 Cholesterol and Glucose testing are offered annually during the wellness clinic

5.4 Tuberculosis (TB) screening shall be done annually.

5.4.1 The TB blood test (QuantiFeron QFT) will be done as scheduled by the Laboratory.

5.4.1.1 The Health Status Update (HSU) form is completed by employees with a known positive QFT.

5.5 Annual fit testing shall be provided

5.5.1 Employees shall contact fit testing/employee health to schedule appointments

5.6 Choose to Lose program is a voluntary weight loss program coordinated by Employee Health.

6.0 References:

6.1 Aerosol Transmissible Disease Standard, 29 CFR 1910.134

6.2 Aerosol Transmission Plan (ATP) CLN-02378

7.0 Attachment List: Not applicable

8.0 Revisions:

8.1 5.1.8 Scheduled Review

8.2 Added section 5.1.6.1 IVHD will reimburse employees for cost of COVID vaccine if not available through IVHD

Imperial Valley Healthcare District

Title: Job Injuries / Illnesses		Policy No. HRD-00054
		Page 1 of 3
Current Author: Lizbette Cordova, MSN		Effective: 1/1/1977
Latest Review/Revision Date: 03/01/2026		Manual: HR / Employee Health

Collaborating Departments: Human Resources		Keywords: Job Injuries, Compensation		
Approval Route: List all required approval				
	PSQC	Other: Safety Committee 04/2026		
Clinical Service _____		MSQC	MEC	BOD 04/2026

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

1.0 Purpose:

- 1.1 While Imperial Valley Healthcare District believes it is essential to maximize the safety of its employees, accidents occasionally occur on the job. Workers' compensation law provides assistance to any employee who has sustained a job-related injury or acquires a job-related illness while working.

2.0 Scope: District wide

3.0 Policy:

- 3.1 Employees have the responsibility to report such accidents and job-related illnesses as soon as they occur to ensure prompt medical attention (if needed) and the timely reporting of accidents to their managers/house supervisor and employee health nurse.

4.0 Definitions:

- 4.1 An injury or illness is considered to be work-related if an event or exposure in the work environment either caused or contributed to the resulting condition or significantly aggravated a pre-existing injury or illness.
- 4.2 Participation in social and recreational programs by employees is not considered a hospital work situation and does not necessarily qualify for workers' compensation coverage.

5.0 Procedure:

- 5.1 Process for reporting work-related illnesses or injuries
 - 5.1.1 The employee shall immediately report the accident to his/her manager/house supervisor and to the employee health nurse.
 - 5.1.2 If the employee returns to work the same day, he/she is responsible for completing and submitting paperwork that day to employee health or Human Resources.
 - 5.1.3 If the employee is sent home, the manager shall complete and submit the forms to the House Supervisor, Employee Health, or Human Resources that day.
 - 5.1.4 If the injury/illness is minor, first aid may be given in the department. If the injury/illness is serious (or a bloodborne pathogen exposure) and requires immediate attention, the manager should refer the employee to the Emergency Department (see HRD-00127).
 - 5.1.5 All injuries/illnesses requiring medical follow-up will be treated/ referred for treatment by Occupational Medicine. Referrals to be seen by the Occupational

Imperial Valley Healthcare District

Title: Job Injuries / Illnesses		Policy No. HRD-00054
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Current Author: Lizbette Cordova, MSN		Effective: 1/1/1977
Latest Review/Revision Date: 03/01/2026		Manual: HR / Employee Health

Medicine Clinic will be made by Human Resources and/or Employee Health.

- 5.1.6 It is the responsibility of the employee to keep his/her department manager and Human Resources/Employee Health informed of work status and any limitations.
- 5.1.7 If the Employee Injury/Accident Report and Employee's Claim for Workers' Compensation are not completed and turned into Human Resources in a timely manner, workers' compensation benefits may be delayed or denied.
- 5.1.8 Upon receipt of the accident reporting forms for a reportable injury/illness, Human Resources/Employee Health shall prepare the Employer's Report of Occupational Injury or Illness (Form 5020) and submit it to the workers' compensation carrier within the next business day.
- 5.2 Compensation
 - 5.2.1 If an injured employee is unable to complete his/her shift, the District shall pay the remaining hours of the shift as regular hours. (Paid in full for date of injury)
 - 5.2.2 Work comp benefits commence on day 4, therefore, the first 3 days missed from work will be paid from PTO. Coordination of payments with sick time will start of day 4. If the employee is disabled for more than 14 days, then the 3 day waiting period is waved. Workers' compensation disability payments will be paid by the workers' compensation carrier at 2/3 of the average weekly gross wage, not to exceed the maximum allowed by workers' compensation regulations. IVHD will coordinate extended sick leave benefits with workers' compensation benefits not to exceed the average weekly wage. Employee may not supplement extended sick hours with PTO. In the event the extended sick hours are exhausted, the accrual will be stopped. The coordinated benefit will then be taken from the PTO hours. The accrual(s) will be reactivated when employee returns to work on a part-time or full-time basis.
 - 5.2.3 Should an employee choose not to coordinate extended sick and/or PTO benefits, his/her accruals will be stopped.
 - 5.2.4 Only full-time and part-time employees are eligible to use accrued extended sick hours.
 - 5.2.5 Extended sick time and/or regular time may not be used for doctor appointments and/or physical therapy treatments, etc.
- 5.3 Modified Duty
 - 5.3.1 Temporary modified positions will be assigned by the employee health nurse on a first served basis to employees whose work-related medical restrictions allow eligibility for the job positions available. Modified positions will be assigned for no longer than thirty (30) days on any one task unless approved by the employee health nurse. Modified duty must be progressive. After 30 days in modified work program, the eligibility for modified work will be reviewed. If the employee is not expected to return to regular work within 30 days, he/she may be removed from modified work until an expected return-to-work date has been determined. For additional information about modified duty, refer to Employee Health Modified Duty Program.
- 5.4 Job Continuance
 - 5.4.1 An injured worker who is not receiving accommodations for two years, may be

Imperial Valley Healthcare District

Title: Job Injuries / Illnesses		Policy No. HRD-00054
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Latest Review/Revision Date: 03/01/2026		Manual: HR / Employee Health

terminated from IVHD employment.

6.0 References:

- 6.1 Occupational Safety and Health Administration (OSHA) Regulations (Standards-29 CFR) Part 1904.5
- 6.2 Modified Duty Program – Industrial Injury; HRD-00112
- 6.3 BETA Healthcare Group, Claims administration

7.0 Attachment List: Not applicable

8.0 Summary of Revisions:

- 8.1 Annual review; clarification regarding 3 day waiting period and entitlement to benefits commences on the fourth day.
- 8.2 Removal of section 5.2.1.1 and section 5.2.1.2
- 8.3 Added BETA Healthcare Group as reference
- 8.4 Removed from section 5.3.1 “after consultation with manager, physician, may extend on a week by week basis” this practice is not current.
- 8.5 Added 5.4 An injured worker that is not receiving accommodations for two years, may be terminated.
- 8.6 Updated Pioneers Memorial Healthcare District (PMHD) to Imperial Valley Healthcare District (IVHD)

Imperial Valley Healthcare District

Title: Respiratory Protection Program		Policy No. HRD-00115
		Page 1 of 5
Current Author: Lizbette Cordova, RN		Effective: 6/28/2004
Latest Review/Revision Date: 01/30/2026		Manual: Human Resources

Collaborating Departments: Infection Control, Human Resources, Dr. Mohammed Al-Jasim		Keywords: Fit test, TB mask, Medical clearance, respirator	
Approval Route: List all required approval			
PSQC		Other: <u>Safety Committee</u> X	
Clinical Service _____	MSQC	MEC	BOD X

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

1.0 Purpose:

- 1.1 Respiratory Protection Program to prevent and/or minimize occupational exposure to diseases caused by airborne microorganisms. Appropriate respirator protection is needed in addition to the use of engineering controls (such as isolation rooms and ventilation).

2.0 Scope:

- 2.1 This program applies to all Health Care Workers (HCW) in patient care departments, Environmental Services, Patient Registration, and Maintenance that may be required to wear respirators during normal work operations.

3.0 Policy:

- 3.1 A medical evaluation will be provided to determine the HCW's ability to use a respirator. Fit testing is required for HCWs to wear N-95 Particulate Filter Respirator (TB mask) and is repeated annually. HCW will be trained prior to their initial use, annually and when change or inadequacies indicate a need for additional training.
- 3.2 All respiratory protective equipment shall be NIOSH approved
- 3.3 Powered Air Purifying Respirators (PAPR) are available for HCWs unable to pass fit test for N-95 Respirator and for use with high hazard procedures. Department manager/designee will provide information and training.

4.0 Definitions:

- 4.1 Health Care Worker (HCW) – A person who works in a health care facility, service, or operations, or who has potential for occupational exposure
- 4.2 High Hazard Procedure – Procedures performed on a person who is a case or suspected case of an aerosol transmissible disease or on a specimen suspected of containing an aerosol transmissible pathogen, in which the potential for being exposed to aerosol transmissible pathogens is increased due to the reasonably anticipated generation of aerosolized pathogens
- 4.3 NIOSH- National Institute for Occupational Safety and Health
- 4.4 N95 Respirator- General used term for a half mask negative pressure air-purifying respirator with NIOSH-approved N95 filter material
- 4.5 OSHA- Occupational Safety and Health Standards; Code of Federal Regulations; Respiratory Protection (29 CFR 1910.134)

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- 4.6 Quantitative Fit testing (QNFT)- An assessment of the adequacy of respirator fit by numerically measuring the amount of leakage into the respirator

5.0 Procedure:

5.1 Responsibilities

- 5.1.1 The Employee Health Nurse, in consultation with Infection Control is responsible for establishing and maintaining a Respiratory protection program consistent with the goals of protecting IVHD personnel and to meet federal regulatory standards (29 CFR 1910.134). Personnel will be trained in the selection and use of respiratory protection and conduction of quantitative fit testing.
- 5.1.2 Pioneers Health Center is charged with establishing medical evaluations and reviewing the health status of all personnel who may be required to wear respiratory protective equipment in the completion of their assigned tasks.
- 5.1.3 Managers will ensure that each employee, under his or her supervision, using a respirator has received appropriate training in its use and an annual fit test. Managers will ensure the availability of respirators. Managers will not permit respirators to be worn by employees who have facial hair that come between the sealing surface of the face-piece and the face or any condition that interferes with face to face-piece seal. Manager will not permit employees who have not been fit tested and passed to work with patients where airborne respiratory protection is required.
- 5.1.4 Employee – It is the responsibility of each employee to wear a respirator when and where required and in the manner in which they were trained. Employee should fit check the respirator after each donning. Employee should inform their manager of any signs and/or symptoms related to their ability to use a respirator. **NOTE: Respirators shall not be worn if there is any hair growth between the skin and the face piece-sealing surface, such as stubble, beard, and mustache or sideburns crossing the respirator-sealing surface that may interfere with the face to face piece seal.** These employees will have to use a PAPR as means of respiratory protection.

5.2 Respirator Selection

- 5.2.1 Respirators to be used by hospital staff will be based on the hazards to which employees may be exposed and in accord with OSHA, and other public health guidelines
- 5.2.2 Respirators must be NIOSH approved

5.3 Medical Evaluation

- 5.3.1 Employees who are required to wear respirators must pass a medical evaluation before being permitted to wear a respirator on the job. Employees are not permitted to wear respirators until Pioneers Health Center Physician and/or License Healthcare Professional has determined that they are

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medically able to do so. Any employee refusing the medical evaluation will not be allowed to work in an area requiring respirator use.

- 5.3.2 The medical evaluation will be conducted using a confidential questionnaire (Mandatory). All affected employees will be given a copy of the medical questionnaire to fill out.
- 5.3.3 Follow-up medical exams will be granted to employees as deemed necessary by the Pioneers Health Center Physician and/or Licensed Healthcare Professional. A
- 5.3.4 All examinations and questionnaires are to remain confidential between the employee, Pioneers Health Center Physician and/or License Healthcare Professional, and Employee Health. These records will be retained at Human Resources in confidential Employee Health files.
- 5.3.5 Employees will be granted the opportunity to speak with the Pioneers Health Center Physician and/or Licensed Healthcare Professional about their medical evaluation, if they so request.
- 5.3.6 After an employee has been cleared, fit tested and has begun to wear the respirator, additional medical evaluations will be provided by Pioneers Health Center under the following circumstances:
 - 5.3.6.1 Employee reports signs and /or symptoms related to their ability to use a respirator; such as shortness of breath, dizziness, chest pain, or wheezing
 - 5.3.6.2 The Pioneers Health Center Physician/Licensed Healthcare Professional or manager informs Employee Health the employee needs to be reevaluated
 - 5.3.6.3 Information from this program, including observations made during fit testing and program evaluation indicate a need
 - 5.3.6.4 A change occurs in workplace conditions that may increase substantially the physiological burden on the employee.
- 5.4 Fit Testing
 - 5.4.1 Before an employee is required to use a respirator with a tight-fitting facepiece (anything except a PAPR), they will be fit tested with the same make, model, style, and size of respirator to be used (see Attachment D-Portacount Fit Testing)
 - 5.4.2 If the employee finds the fit of the respirator unacceptable, the test subject shall be given the opportunity to select a different respirator and to be retested
 - 5.4.3 The test shall not be conducted if there is any hair growth between the skin and the facepiece sealing surface, such as stubble beard growth, beard, mustache or sideburns which cross the respirator sealing surface
 - 5.4.3.1 Any employee who cannot be successfully fit tested with a tight-fitting respirator may be assigned a PAPR with a loose-fitting facepiece
 - 5.4.4 Prior to the commencement of the fit test, the employee shall be given a description of the fit test and the test subject's responsibilities during the test

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procedure. The description of the process shall include a description of the test exercises that the employee will be performing. The respirator to be tested shall be worn for at least 5 minutes before the start of the fit test

- 5.4.5 If employee exhibits difficulty in breathing during the tests, she or he shall be referred to a physician or other licensed health care professional, as appropriate, to determine whether the test subject can wear a respirator while performing her or his duties.
- 5.4.6 Fit tests will be provided at the time of initial assignment and annually thereafter.
- 5.4.7 Additional fit tests will be provided whenever the employee experiences or the supervisor or RPA observes physical changes that could affect respirator fit. These changes include, but are not limited to, facial scarring, dental changes, cosmetic surgery, or an obvious change in body weight.
- 5.4.8 Current employees will schedule him/herself for fit testing with assistance from the Human Resources Department/Employee Health. Fit testing/training is to be completed on an annual basis. New employees will be scheduled for fit testing by the Human Resources Department.
- 5.5 Training
 - 5.5.1 Annual training shall be provided for all employees via ADP training modules at time of assignment to respirator use, and annually thereafter
 - 5.5.2 Additional training will be provided when there is a change in type of respiratory protection
 - 5.5.3 Employee will receive reinforcement during the fit testing procedure will provide an opportunity to handle the respirator, have it fitted properly, test its facepiece-to-face seal, wear it in normal air to familiarize themselves with the respirator, and finally to wear it in a test atmosphere. Every respirator wearer will receive fitting instructions, including demonstrations and practice in how the respirator should be worn, how to adjust it, and how to perform a user seal check according to the manufacturer's instructions
 - 5.5.4 Employees may give feedback on the effectiveness of the program and suggestions for its improvement by emailing employeehealth@pmhd.org
- 5.6 Storage, Maintenance & Care
 - 5.6.1 All respirators will be inspected by the user prior to each use
 - 5.6.1.1 Condition of the various parts including, but not limited to, the facepiece, head straps, metal clasp on nose brige
 - 5.6.1.2 PAPR connecting tubes or hoses, air flow, and batteries.
 - 5.6.2 Any defective respirators shall be removed from service and be turned in to Purchasing for notification to manufacturer and disposal
 - 5.6.3 When caring for infectious patients, disposable N95 respirators will be discarded after each use (i.e., patient encounter)
 - 5.6.4 PAPRs will be cleaned and stored after use and will be provided employees upon request for use during aerosol-generating procedures being conducted

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Title: Respiratory Protection Program		Policy No. HRD-00115
		Page 5 of 5
Current Author: Lizbette Cordova, RN		Effective: 6/28/2004
Latest Review/Revision Date: 01/30/2026		Manual: Human Resources

on patients with suspected or confirmed airborne infectious disease or for use by individuals who are unable to wear a respirator with a tight-fitting facepiece.

5.6.4.1 PAPRs must be stored at room temperature in a dry area that is protected from exposure to hazardous contaminants as per the manufacturer's instructions (see *Attachment B – Instructions on PAPR Use*)

5.6.4.2 Biomed is responsible for maintaining PAPR batteries and filters

5.6.4.3 Departments that utilize PAPRs are responsible for charging units so they are ready to use

5.7 Program Evaluation

5.7.1 Respiratory Protection Program will be evaluated at least annually.

5.8 Recordkeeping

5.8.1 Personnel medical clearance to wear a respirator shall be retained in Employee Health as part of a confidential medical record. Medical clearance records must be made available in accord with the OSHA Access to Employee Exposure and Medical Records standard

6.0 References:

6.1 Aerosol Transmission Plan (ATP) CLN-02378

6.2 *Respiratory Protection*, 29 C.F.R. § 1910.134

6.3 DHHS (NIOSH) Publication Number 2015-117 (revised 04/2022) | OSHA Publication Number 3767-04R 2022

7.0 Attachment List:

7.1 Attachment A – Respiratory Protection Evaluation Questionnaire

7.2 Attachment B- Instructions on PAPR Use

7.3 Attachment C- List of procedures that may require respirator use

7.4 Attachment D- Portacount Fit Test Requirements

8.0 Revisions:

8.1 Added Attachment B- Instructions on PAPR Use

8.2 Added Attachment C- List of Worksite Procedures for Respirator Use

8.3 Added Attachment D - Portacount Fit Test Requirements

8.4 Added Section 5.2 Respirator Selection, 5.3 Fit Testing, 5.4 Training, 5.5 Storage, Maintenance & Care, 5.6 Program Evaluation

8.5 Added Reference 6.3, DHHS (NIOSH) Publication Number 2015-117 (revised 04/2022) | OSHA Publication Number 3767-04R 2022

8.6 Added Section 4.6 Quantitative Fit Test definition

IMPERIAL VALLEY HEALTHCARE DISTRICT- PIONEERS MEMORIAL HOSPITAL
RESPIRATORY PROTECTION
EVALUATION QUESTIONNAIRE

Employee: Complete questionnaire for scheduling of fit test. Fit testing is required annually. Failure to comply may result in removal from work schedule.

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

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

- 3M 1870+ N95 Respirator
- 3M 1860R & 1860S N95 Respirator
- 3M 9205+ N95 Respirator
- Moldex 1510 N95 Respirator
- Powered Air Purifying Respirator (PAPR)

SECTION A

SECTION A			
NAME (Last) PRINT (First) (Middle)			SOCIAL SECURITY NUMBER (Last 4 numbers only)
			XXX – XX - _____
Department: _____			
HEIGHT Feet _____ Inches _____	WEIGHT Pounds _____	GENDER Male _____ Female _____	AGE (To nearest year) _____ TODAY'S DATE _____
DAY TIME PHONE (include area code) _____		Have you ever used a respirator? Check Yes or No. _____ Yes _____ No	

SECTION B

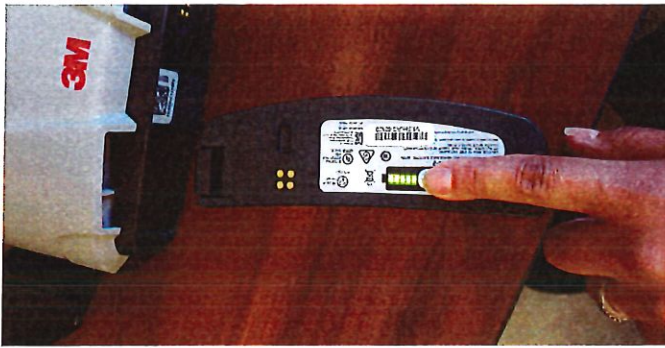
Read the question and check the appropriate box. YES NO	4. Do you currently have any of the following symptoms of pulmonary or lung illness? YES NO
1. Do you <i>currently</i> smoke tobacco, or have you smoked tobacco in the last month? () ()	a. Shortness of breath? () () b. Shortness of breath when walking fast on level ground or walking up a slight hill or incline. () () c. Shortness of breath when walking with other people at an ordinary pace on level ground? () () d. Have to stop for breath when walking at your own pace on level ground? () () e. Shortness of breath when washing or dressing yourself? () () f. Shortness of breath that interferes with your job? () () g. Coughing that produces phlegm (thick Sputum)? () () h. Coughing that wakes you early in the morning? () () i. Coughing that occurs mostly when you are lying down? () () m. Coughing up blood in the last month? () () n. Wheezing? () () o. Wheezing that interferes with your job? () () p. Chest pain when you breathe deeply? () () q. Any other symptoms that you think may be related to lung problems? () () If yes, describe below:
a. Have you ever had any of the following Conditions? b. Seizures (fits) () () c. Diabetes (sugar disease)? () () d. Allergic reactions that interfere with your breathing? () () e. Claustrophobia (fear of closed-in-places)? () () f. Trouble smelling odors? () () 3. Have you ever had any of the following Pulmonary or lung problems: a. Asbestosis? () () b. Asthma? () () c. Chronic Bronchitis () () d. Emphysema? () () e. Pneumonia? () () f. Tuberculosis () () g. Silicosis () () h. Pneumothorax (collapsed lung)? () () i. Lung Cancer () () j. Broken ribs () () k. Any chest injuries or surgeries? () () l. Any other lung problem that you've been told about? If yes, describe below. () () 	

IMPERIAL VALLEY HEALTHCARE DISTRICT- PIONEERS MEMORIAL HOSPITAL
RESPIRATORY PROTECTION
EVALUATION QUESTIONNAIRE

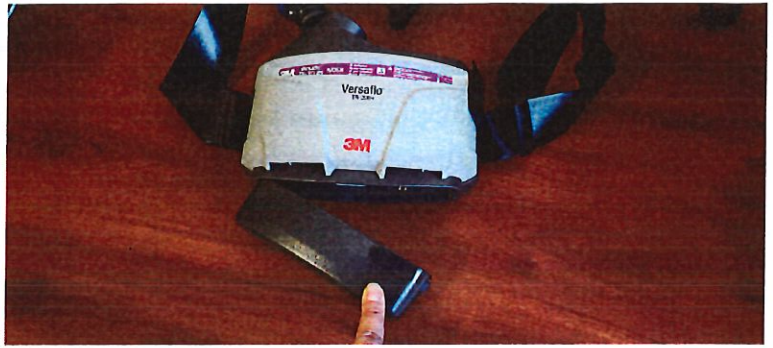
5. Have you ever had any of the following cardiovascular or heart problems? <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;"></th> <th style="width: 10%; text-align: center;">Yes</th> <th style="width: 10%; text-align: center;">No</th> </tr> </thead> <tbody> <tr><td>a. Heart attack?</td><td style="text-align: center;">()</td><td style="text-align: center;">()</td></tr> <tr><td>b. Stroke?</td><td style="text-align: center;">()</td><td style="text-align: center;">()</td></tr> <tr><td>c. Angina?</td><td style="text-align: center;">()</td><td style="text-align: center;">()</td></tr> <tr><td>d. Heart failure</td><td style="text-align: center;">()</td><td style="text-align: center;">()</td></tr> <tr><td>e. Swelling in your legs or feet (not</td><td></td><td></td></tr> <tr><td>f. caused by walking)</td><td style="text-align: center;">()</td><td style="text-align: center;">()</td></tr> <tr><td>g. Heart arrhythmia (heart beating irregularly)?</td><td style="text-align: center;">()</td><td style="text-align: center;">()</td></tr> <tr><td>h. High blood pressure?</td><td style="text-align: center;">()</td><td style="text-align: center;">()</td></tr> <tr><td>i. Any other heart problem that you've</td><td></td><td></td></tr> <tr><td> Informed of?</td><td style="text-align: center;">()</td><td style="text-align: center;">()</td></tr> </tbody> </table> If yes, describe below: _____ _____		Yes	No	a. Heart attack?	()	()	b. Stroke?	()	()	c. Angina?	()	()	d. Heart failure	()	()	e. Swelling in your legs or feet (not			f. caused by walking)	()	()	g. Heart arrhythmia (heart beating irregularly)?	()	()	h. High blood pressure?	()	()	i. Any other heart problem that you've			Informed of?	()	()	9. Have you had a pulmonary function test before? <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;"></th> <th style="width: 10%; text-align: center;">Yes</th> <th style="width: 10%; text-align: center;">No</th> </tr> </thead> <tbody> <tr> <td></td> <td style="text-align: center;">()</td> <td style="text-align: center;">()</td> </tr> </tbody> </table> If yes, when? _____ If yes, where? _____		Yes	No		()	()
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Informed of?	()	()																																						
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6. Have you ever had any of the following Cardiovascular or heart symptoms: <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;"></th> <th style="width: 10%; text-align: center;">Yes</th> <th style="width: 10%; text-align: center;">No</th> </tr> </thead> <tbody> <tr><td>a. Frequent pain or tightness in your chest?</td><td style="text-align: center;">()</td><td style="text-align: center;">()</td></tr> <tr><td>b. Pain or tightness in your chest during activity?</td><td style="text-align: center;">()</td><td style="text-align: center;">()</td></tr> <tr><td>c. Pain or tightness in your chest that interferes with your job?</td><td style="text-align: center;">()</td><td style="text-align: center;">()</td></tr> <tr><td>d. In the past two years have you noticed your heart skipping or missing a beat?</td><td style="text-align: center;">()</td><td style="text-align: center;">()</td></tr> <tr><td>e. Heartburn or indigestion that is not related to eating?</td><td style="text-align: center;">()</td><td style="text-align: center;">()</td></tr> <tr><td>f. Any other symptoms that you think may be related to heart or circulation problems?</td><td style="text-align: center;">()</td><td style="text-align: center;">()</td></tr> </tbody> </table> If yes, describe below: _____ _____ _____		Yes	No	a. Frequent pain or tightness in your chest?	()	()	b. Pain or tightness in your chest during activity?	()	()	c. Pain or tightness in your chest that interferes with your job?	()	()	d. In the past two years have you noticed your heart skipping or missing a beat?	()	()	e. Heartburn or indigestion that is not related to eating?	()	()	f. Any other symptoms that you think may be related to heart or circulation problems?	()	()	10. Have you had any changes in the past year in your <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;"></th> <th style="width: 10%; text-align: center;">Yes</th> <th style="width: 10%; text-align: center;">No</th> </tr> </thead> <tbody> <tr><td>a. Health</td><td style="text-align: center;">()</td><td style="text-align: center;">()</td></tr> <tr><td>b. Weight</td><td style="text-align: center;">()</td><td style="text-align: center;">()</td></tr> <tr><td>c. Face shape</td><td style="text-align: center;">()</td><td style="text-align: center;">()</td></tr> <tr><td>d. Other</td><td style="text-align: center;">()</td><td style="text-align: center;">()</td></tr> </tbody> </table> Explain: _____ _____ _____		Yes	No	a. Health	()	()	b. Weight	()	()	c. Face shape	()	()	d. Other	()	()			
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7. Do you currently take medication for any of the following problems: <table style="width: 100%; border-collapse: collapse;"> <tbody> <tr><td>a. Breathing or lung problems?</td><td style="text-align: center;">()</td><td style="text-align: center;">()</td></tr> <tr><td>b. Heart trouble?</td><td style="text-align: center;">()</td><td style="text-align: center;">()</td></tr> <tr><td>c. Blood pressure?</td><td style="text-align: center;">()</td><td style="text-align: center;">()</td></tr> <tr><td>d. Seizures (fits)?</td><td style="text-align: center;">()</td><td style="text-align: center;">()</td></tr> </tbody> </table>	a. Breathing or lung problems?	()	()	b. Heart trouble?	()	()	c. Blood pressure?	()	()	d. Seizures (fits)?	()	()	To the best of my knowledge I Have () Have No () medical condition that would interfere with wearing an N-95 respirator. I understand that heart disease, high blood pressure, or lung disease may require specific medical evaluation by a physician before safe use of a respirator can be determined.																											
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8. If you have ever used a respirator (i.e. TB mask), answer the following questions. If you have never used a respirator, proceed to question 9. Type(s) of respirators used: _____ _____ Have you ever had any of the following problems associated with the use of a respirator? <table style="width: 100%; border-collapse: collapse;"> <tbody> <tr><td>a. Eye irritation?</td><td style="text-align: center;">()</td><td style="text-align: center;">()</td></tr> <tr><td>b. Skin allergies or rashes?</td><td style="text-align: center;">()</td><td style="text-align: center;">()</td></tr> <tr><td>c. Anxiety?</td><td style="text-align: center;">()</td><td style="text-align: center;">()</td></tr> <tr><td>d. General weakness or fatigue?</td><td style="text-align: center;">()</td><td style="text-align: center;">()</td></tr> <tr><td>e. Any other problem that interfered with the use of a respirator?</td><td style="text-align: center;">()</td><td style="text-align: center;">()</td></tr> </tbody> </table> If yes, describe below: _____ _____	a. Eye irritation?	()	()	b. Skin allergies or rashes?	()	()	c. Anxiety?	()	()	d. General weakness or fatigue?	()	()	e. Any other problem that interfered with the use of a respirator?	()	()	Signature: _____ Department: _____ Date: _____ Imperial Valley Healthcare District-Pioneers 207 W. Legion Road Brawley, CA 92227 760-351-3245- Fit Testing 760-351-3309- Employee Health Page 2 Respiratory Protection Evaluation Questionnaire Attachment A: HRD-00115 S:/Forms 02/01/2026																								
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3M Versaflo TR 300+ PAPR

- ☐ Inspect PAPR Unit: motor blower, cover, filter, battery, headgear, and breathing tube. Pay particular attention to connection points for wear and tear.
 - Inspect filter: Plastic "housing" and inner white filter. Ensure circular filter gasket is in place.
 - Battery Pack: Confirm batty pack is fully/sufficiently charged for work period.
 - Breathing Tube: Confirm breathing tube is free from tears, holes, or cracks. Ensure gaskets on both ends of tube are present.
 - Headgear: Confirm all parts of headgear are in place
 - Shoulder Hood clean
 - PAPR Hood Clean
- ☐ Perform Airflow Check: Use airflow indicator to ensure adequate airflow
 - Ensure float ball moves freely in the tube and gasket is in place.
 - Insert flow meter into PAPR unit and run test for *1 minute* minimum
 - Ensure float ball is at, or above, the minimum flow mark while holding in vertical position.
 - O "E" for 68 degrees (ambient temperature)
 - O "F" for 86 degrees
 - O "G" for 104 degrees
 - Low flow alarm check: Remove the indicator and cover the outlet of the motor/blower with the palm of your hand (hold for approximately 30 seconds).
 - Unit will sound an audible alarm and bottom bar on filter loading/low indicator will flash red. Remove hand. Unit will stabilize in approximately 30 seconds.
- ☐ Connect tubing to PAPR and to desired Headgear.
- ☐ Turn PAPR unit ON and Don equipment
- ☐ **Enter** patient room to perform care
- ☐ **Exit** patient care while unit is still ON
- ☐ Remove PAPR and turn off
- ☐ **Disinfect** unit with hospital approved disinfectant wipes : Motor blower unit, cover, plastic filter area, headgear, outside breathing tube, battery (avoid connection pads). After desired contact time has been reached, entire unit may be wiped down damp paper towel to remove excess disinfectant.
 - If PAPR must be used immediately after disinfecting, ensure disinfectant has adhered to contact time, and wipe unit down to remove excess disinfectant (especially headgear).
- ☐ Additional Hoods may be obtained from Materials Management
- ☐ If any gear is in bad state, battery is not holding charge, or unit is not passing flow check:
 - remove PAPR from circulation and notify BIOMED for maintenance.
- ☐ HEPA filters are to be changed by BIOMED



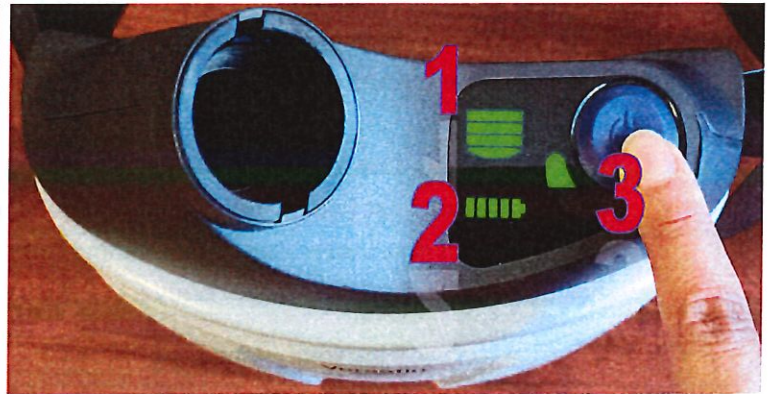
Push button to confirm battery charge



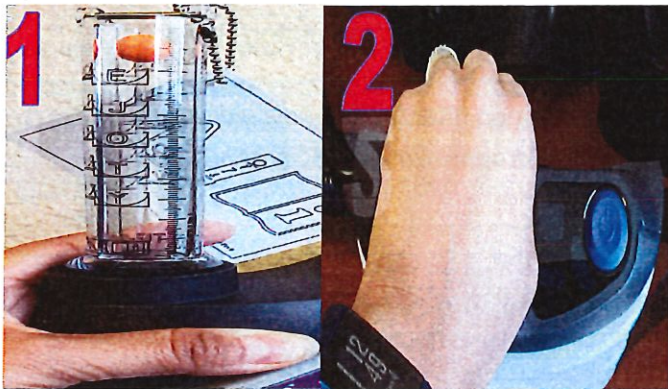
Confirm batty pack secure/tug battery pack to confirm.



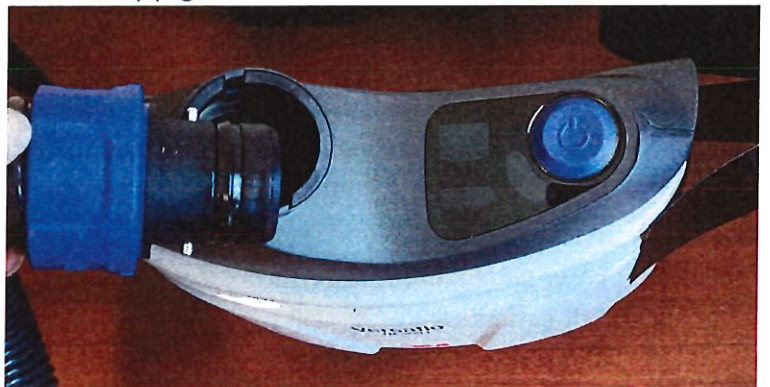
Confirm HE filter visible in window.



Turn PAPR on-blue button. Note filter (1), battery (2), & airflow indicator (3) light.



Confirm sufficient airflow: (1) flow meter test, (2) low flow alarm.



Insert breathing tube into PAPR outlet.



Inspect hood for tears, holes, etc. Insert breathing tube into hood connection. Ensure gasket tube is in place.

Ensure **PAPR is ON**, don PAPR and head gear, enter isolation room to provide patient care.

Exit patient care area, remove head gear, turn PAPR off and disinfect with hospital approved disinfectant (Contact Time)

- All outside parts of unit
- Inside & Outside of hood
- Clean visor area with damp towel, allow hood to dry, store for next use

Ensure **battery** is charging when unit not in use

Biomed: Changes HEPA filters



10. Adjust the head gear/hood so the elasticized edge of the face seal fits under the chin. It is now safe to enter the isolation room.



11. When finished with patient care, remove PAPR outside of patient room. Turn OFF and disconnect head cover from the airflow tube with care by firmly, but gently grasping both pieces, pushing purple "ring" on tube, and pulling them apart.

Care and Storage

- Disinfect outside of PAPR unit with hospital approved disinfectant (adhere to contact time)
- Intact Head cover/hood must be disinfected between uses (Both Inside & Out).
 - After desired contact time is reached, remove excess disinfectant with damp paper towel.
- PAPR's stored in each department
- Remember to charge battery when unit not in use.
- Return to storage when no longer needed.
- If airflow is inadequate, the PAPR malfunctions, or there are cracks in the tube: Notify Biomed.
- Additional PAPR hoods may be obtained from materials management

Tips

- Battery bars: 5 bars= 80-100% battery charge
- HEPA filter can be confirmed by PURPLE bar visualization
- Airflow can be raised/lowered by pushing the on/off button twice.
- Alarms will sound if battery/airflow is not sufficient. If this occurs step out of isolation area immediately.
- Contact Biomed if continues alarms or for further troubleshooting.



3M Versaflo Powered Air Purifying Respirator (PAPR) Instructions for Use



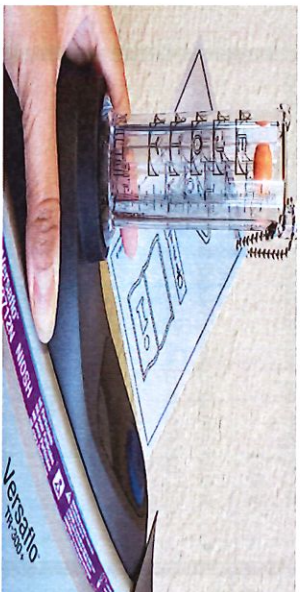
1. Inspect batty pack and ensure it is fully charged. Push test button.



2. Inspect the PAPR system including: unit, filter, breathing tube & breathing tube gaskets, head cover & belt.



3. Turn PAPR on. PAPR will perform self-check on battery& filter & air flow. Perform flow test: Insert flow meter into PAPR unit & run test for 1 minute.



4. Ensure float ball is at, or above, minimum flow mark while holding in vertical position.

		°C		-10	0	10	20	30	40	50
		°F		14	32	50	68	86	104	122
m	ft	A	B	C	D	E	F	G	H	I
-305	-1000	0	0	0	0	0	0	0	0	0
305	1000	C	D	E	F	G	H	I		

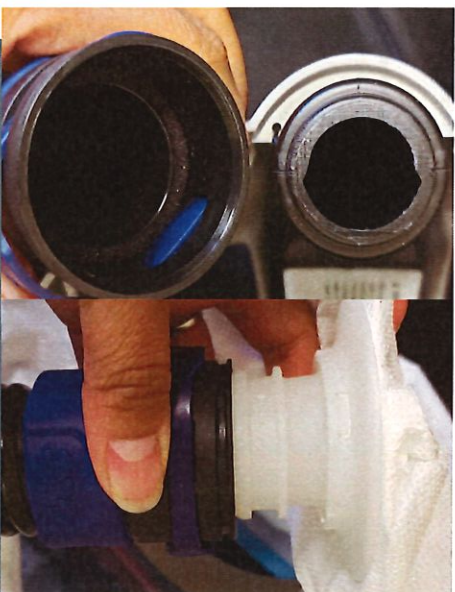
5. Vertical flow mark must be at designated ambient temperature for "0" meters.



6. Disconnect flow meter and perform low flow alarm. Cover outlet with palm of hand until has an audible alarms and turns red. Remove hand; unit will self-stabilize.



7. Connect tubing to PAPR and desired headgear.



8. Connect the airflow tube to the plastic circle at the back of head cover. Note tube gasket in place.



9. Place the PAPR (with airflow tube up) against your back and fasten belt buckle. Guide airflow up toward head and place head cover on. Ensure PAPR is ON.

Attachment C: List of Worksite Procedures/Tasks Requiring Respirator Use

Task or Location	Potential Exposure	Respiratory Protection
Entry into airborne infection isolation room or other area occupied by patients suspected or confirmed with a disease requiring Airborne Precautions (Tuberculosis, Varicella, etc.).	Infectious Aerosols	N95 respirator
Performing, or present during, routine patient care and support operations on a patient suspected or confirmed with a disease requiring Airborne Precautions	Infectious Aerosols	N95 respirator
Cleaning/decontaminating an area occupied by a patient suspected or confirmed with a disease requiring Airborne Precautions, or cleaning/decontaminating such an area after a patient has left but before the space has been adequately ventilated.	Infectious Aerosols	N95 respirator
Performing aerosol-generating procedures on patients suspected or confirmed with a disease requiring Airborne Precautions or present when such procedures are performed including: Sputum Induction Bronchoscopy	Infectious Aerosols	N95 Respirator at a minimum *PAPR (Powered Air Purifying Respirator) required by Cal-OSHA for a higher level of protection*
During the manipulation/changing of Hepa filters on PAPR's or HEPA filtration units used in Airborne Precaution rooms	Infectious Aerosols	N95 respirator

Appendix D – Portacount Fit Testing

Fit Test Procedure

1. Check the respirator to make sure the sampling probe and line are properly attached to the facepiece and that the respirator is fitted with a particulate filter capable of preventing significant penetration by the ambient particles used for the fit test
2. Instruct the person to be tested to don the respirator for five minutes before the fit test starts. This purges the ambient particles trapped inside the respirator and permits the wearer to make certain the respirator is comfortable
3. Check the following conditions for the adequacy of the respirator fit: Chin properly placed; Adequate strap tension, not overly tightened; Fit across nose bridge; Respirator of proper size to span distance from nose to chin; Tendency of the respirator to slip; Self-observation in a mirror is available to evaluate fit and respirator position
4. Have the person wearing the respirator do a user seal check. If leakage is detected, determine the cause. If leakage is from a poorly fitting facepiece, try another size of the same model respirator or another model of respirator
5. Follow the manufacturer's instructions for operating the Portacount and proceed with the test.
6. The test subject shall be instructed to perform the following exercises:
 - a. Bending Over: The employee shall bend at the waist, as if going to touch his/her toes for 50 seconds and inhale 2 times at the bottom
 - b. Talking: The employee shall talk out loud slowly and loud enough so as to be heard clearly by the test conductor for 30 seconds. He/she will either read from a prepared text such as the Rainbow Passage, count backward from 100, or recite a memorized poem or song.
 - c. Head side to side: The test subject shall stand in place, slowly turning his/her head from side to side for 30 seconds and inhale 2 times at each extreme
 - d. Head up and down: The test subject shall stand in place, slowly moving his/her head up and down for 39 seconds and inhale 2 times at each extreme
7. The Portacount will automatically stop and calculate the overall fit factor for the entire set of exercises. The overall fit factor is what counts. The Pass or Fail message will indicate whether or not the test was successful. If the test was a Pass, the fit test is over.
8. A record of the test shall be kept on file, assuming the fit test was successful. The record shall contain the test subject's name; overall fit factor; make, model, style, and size of respirator used; and date tested

IMPERIAL VALLEY HEALTHCARE DISTRICT

BOARD MEETING DATE: July 2026

SUBJECT: Co-Applicant Agreement 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 HRSA FQHC requirements for a minimum of six month prior to applying for HRSA FQHC LAL status.

KEY ISSUES: Documents for review

- Co-Applicant Agreement

CONTRACT VALUE: Not applicable

CONTRACT TERM: Not Applicable

BUDGETED: Not Applicable

BUDGET CLASSIFICATION: Clinics

RESPONSIBLE ADMINISTRATOR: Carly Zamora/Laura Green

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 organized and existing pursuant to the Local Health Care District Law, California Health and Safety Code Sections 32000 through 32499.95 (the "District Law"), including Chapter 11 thereof specific to Imperial County, and is authorized under the District Law to establish, maintain, and operate health facilities and clinics (Cal. Health & Safety Code § 32121(a)), to do any and all things necessary to carry out the purposes of the District Law (Cal. Health & Safety Code § 32121(p)), and to enter into contracts and agreements as may be necessary or convenient to the full exercise of its powers (Cal. Health & Safety Code § 32121(j)), which powers include the operation of 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, the District Law authorizes IVHD to apply for and receive federal, state, and local grants and funds (Cal. Health & Safety Code § 32121(i)), and IVHD seeks to exercise this authority by applying for 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, and because IVHD, as a public entity, is required by Section 330 and implementing HRSA policies to establish a co-applicant governing board that satisfies the board composition requirements of 42 U.S.C. § 254b(k)(3)(H), the Parties have agreed that the IVHD will apply to HRSA for Section 330 funding as a public entity and Health Center Board, as the “Co-Applicant,” will operate as the 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 consistent with Section 330, implementing regulations and the Compliance Manual (as defined in Section 4.1), which establishes the program requirements against which the Health Center Board's governance performance shall be evaluated during HRSA Operational Site Visits and other compliance reviews. 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 the Compliance Manual (as defined in Section 4.1), using the program requirements and compliance indicators established therein as the framework for such self-evaluation. The Parties acknowledge that utilization of the HRSA Operational Site Visit protocol as a preparatory self-assessment tool enhances readiness for HRSA compliance reviews and reduces the risk of adverse findings or conditions imposed on the Section 330 grant; 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.

(d) Business Associate Agreement. To the extent that either Party creates, receives, maintains, or transmits Protected Health Information (as defined in 45 C.F.R. § 160.103) on

behalf of the other Party in connection with the Health Center's operations, the Parties shall execute a Business Associate Agreement ("BAA") in accordance with the requirements of 45 C.F.R. §§ 164.502(e) and 164.504(e), and 42 U.S.C. § 17934 (HITECH Act), which BAA shall be attached hereto and incorporated herein by reference. In the event of any conflict between this Agreement and the BAA with respect to the use, disclosure, or safeguarding of Protected Health Information, the terms of the BAA shall control. The Parties shall execute the BAA contemporaneously with this Agreement, and failure to execute and maintain a BAA in compliance with applicable law shall constitute a material breach under Section 6.2(c) of this Agreement.

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 without limitation the California Government Claims Act (Cal. Gov't Code § 815 et seq.), the immunities and limitations on liability set forth in the Local Health Care District Law (Cal. Health & Safety Code §§ 32000–32499.95), and any other applicable 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 and State laws, regulations, and policies, including but not limited to:

(a) Federal Health Center Program: Section 330 of the Public Health Service Act, 42 U.S.C. § 254b; 42 U.S.C. § 233 (FTCA deeming); 42 C.F.R. Part 51c (implementing regulations);

(b) Federal Grant Administration: 2 C.F.R. Parts 200 and 300 (including all subsequent Uniform Guidance updates and revisions); the DHHS Grants Policy Statement; and applicable HRSA policies, including but not limited to the HRSA Health Center Program Compliance Manual (as amended or superseded from time to time, the "Compliance Manual"), which sets forth the program requirements, expectations, and compliance standards against which the Health Center's operations, governance, and service delivery shall be measured;

(c) Privacy and Confidentiality: 45 C.F.R. Parts 160 and 164 (HIPAA); and 42 C.F.R. Part 2 (Confidentiality of Substance Use Disorder Patient Records), as amended to align with HIPAA rules under the CARES Act;

(d) Federal Fraud and Abuse: 42 U.S.C. § 1320a-7b (Anti-Kickback Statute); 42 U.S.C. § 1395nn (Physician Self-Referral); 31 U.S.C. §§ 3729–3733 (False Claims Act);

(e) Non-Discrimination: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Age Discrimination Act of 1975 (42 U.S.C. § 6101); Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e); and the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.); and

(f) California State Law: California Local Health Care District Law (Cal. Health & Safety Code §§ 32000–32499.95); the California Public Records Act (Cal. Gov't Code § 7920.000 et seq.); the California Government Claims Act (Cal. Gov't Code § 815 et seq.); and the Ralph M. Brown Act (Cal. Gov't Code §§ 54950–54963), to the extent applicable.

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: _____

Print: _____

Title: Executive Director

Date: _____

IMPERIAL VALLEY HEALTHCARE DISTRICT

BOARD MEETING DATE: July 2026

SUBJECT: Co-Applicant Board Bylaws 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 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

CONTRACT VALUE: Not applicable

CONTRACT TERM: Not Applicable

BUDGETED: Not Applicable

BUDGET CLASSIFICATION: Clinics

RESPONSIBLE ADMINISTRATOR: Carly Zamora/Laura Green

DATE SUBMITTED TO LEGAL: 05/2026 **REVIEWED BY LEGAL:** ☒ Yes ☐ No

FIRST OR SECOND SUBMITTAL: ☐ 1st ☒ 2nd

RECOMMENDED ACTION: Information Only

**IMPERIAL VALLEY HEALTH CENTERS
CO-APPLICANT BOARD**

**BOARD
BYLAWS**

Effective Date: June 18, 2026

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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. In exercising its responsibilities, the Board will be guided by the Health Center Program requirements as set forth in HRSA's Health Center Program Compliance Manual (as amended from time to time). In preparing for and participating in HRSA operational site visits, the Board will utilize HRSA's then-current Health Center Program Site Visit Protocol as a primary reference for demonstrating compliance, documenting evidence, and organizing review materials.

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 and any mid-year material changes, following prior approval of such budgets by IVHD and subject to IVHD's concurrence as set forth in the Co-Applicant Agreement; and monitoring the financial status of the Health Center.
- C. Adopting and periodically reviewing Board-level financial-management policies, including (i) a system to assure accountability for Health Center resources, (ii) the establishment of Health Center priorities, (iii) eligibility criteria and a sliding-fee/partial-payment schedule, and (iv) long-range financial planning.
- D. 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. Any proposed change to the Health Center's scope of project (including services, service sites, service area/target population, or hours) shall require Board approval in accordance with HRSA requirements, with concurrent notice to IVHD and coordination as required by the Co-Applicant Agreement.
- E. 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.
- F. 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.
- G. In conjunction with the IVHD, ensuring compliance with federal, state, and local laws and regulations; providing IVHD periodic reports regarding the Health Center's legal and regulatory compliance program; and at least annually evaluating the Health Center's compliance activities and recommending, as

necessary, the revision, restructuring, or updating of the compliance program.

- H. In conjunction with IVHD, overseeing preparation for HRSA operational site visits, including (i) maintaining an SVP-aligned inventory of required policies, reports, minutes, and other evidence across all program chapters; (ii) confirming that Board actions, approvals, and evaluations are documented in a manner that satisfies SVP evidence requirements; and (iii) coordinating with IVHD to ensure timely production and submission of all SVP documentation.
- I. 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.
- J. Approving the selection, annual performance evaluation, and dismissal of the Health Center's Executive Director, consistent with the processes set forth in the Co-Applicant Agreement.
- K. Engaging, in conjunction with IVHD, in long-term strategic planning for the Health Center, including regular review and updating of the mission, goals, and plans, subject to IVHD's concurrence as provided in the Co-Applicant Agreement.
- L. Approving the Health Center's HRSA submissions, including the annual Section 330 grant application and changes in scope of project; for public-center grants, exercising the approval role specified by applicable federal law.
- M. Approving any decision to subaward or subcontract for a substantial portion of services, in accordance with and subject to the mutual consent and other requirements of the Co-Applicant Agreement and applicable HRSA policies.
- N. 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
- O. Reviewing the annual Health Center audit report and management letter performed by an independent auditor in accordance with federal audit requirements.
- P. 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, IVHD's governing body retains authority to set general policy on fiscal and personnel matters pertaining to the Health Center, except for the Board's authorities regarding approval of budgets 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.

The Board shall maintain compliance with applicable composition requirements (including patient-majority and Board size). If a vacancy or disqualification causes temporary non-compliance, the Board shall cure within ninety (90) days. During such period, the Board may act only on matters reasonably necessary to maintain operations, comply with law, or prevent material harm.

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 no less than monthly and maintain records/minutes that verify and document the actions and key deliberations of the Board. Minutes shall reflect the materials reviewed, substantive deliberations, recusals, and actions taken on items within the Board's authorities (including budgets; services and hours; Executive Director matters; compliance and quality-improvement reports; HRSA applications and scope-of-project changes) with sufficient detail to evidence compliance. 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. The Secretary shall deliver the full text of any proposed amendment to IVHD at least fourteen (14) days prior to the meeting at which such amendment will be considered.

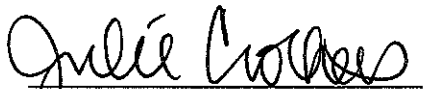
B. Dissolution

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 June 18, 2026.

Signed copies available upon request,


Co-Applicant Board Chair


Date

Imperial Valley Healthcare District DBA Pioneers Memorial Hospital

CONSENT AGENDA

BOARD MEETING DATE: 07/2026

SUBJECT: Canon MRI 3T Galan V9 Software Upgrade.

BACKGROUND: The current MRI software is outdated and requires an upgrade to Version 9 (V9) to enhance image quality, improve patient throughput, and support delivery of high-quality patient care.

KEY ISSUES: The existing software limits system performance and prevents us from utilizing the capabilities of the MRI platform.

CONTRACT VALUE: MRI 3T Galan Version 9 (V9) Upgrade:
20% Upon Installation: \$17,804
80% Upon Delivery: \$71,216
Total Cost: \$89,020

CONTRACT TERM: PMH Foundation approved purchase. Total cost: \$89,020

BUDGETED: Yes

BUDGET CLASSIFICATION: Operation

RESPONSIBLE ADMINISTRATOR: Carly Zamora / Derek Tapia

DATE SUBMITTED TO LEGAL: Not Submitted **REVIEWED BY LEGAL:** No
No change in language from the previous contract.

RECOMMENDED ACTION: Approve software upgrade for MRI 3T Galan. We are currently at Version 4 and require Version 9 for the upgrade.

DATE OF REQUEST	DEPARTMENT NAME	COST CENTER	EXP SUB ACCT	ORDER PLACED BY	PURCHASE ORDER NUMBER
7/1/2026	Radiology	7630		DT	
REQUISITIONED BY (Department Director Name)				DATE REQUIRED BY	PRICE QUOTED BY
Derek Tapia					
VENDOR & PHONE NO.					REVIEWED BY
Canon Medical					
WHY NEEDED?					
Upgrade needed for MRI machine					

QTY.	UNIT	VENDOR STOCK NO.	DESCRIPTION	ACTUAL PRICE	EXTENSION
1			MRI 3T Galan V9 Upgrade	89020.00	89020.00
Reviewed By:				SUBTOTAL	89020.00
Bio.		Edu.		TAX	0.00
Phys		Env. Serv/Sec		FREIGHT	0.00
Dep.		Forms Committee		TOTAL	89,020.00
Nurs.		Main/Eng.			

Capital Budget	Year	Line Number	Amount Budgeted
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REQUISITIONED BY:

(Department Director Signature - up to \$5,000)

SIGNATURE

DATE _____

DATE
7/1/26

APPROVED BY:

SIGNATURE

DATE _____

Materials Management Director (for credit card purchases)

IT

CNO/CCO (\$5,001-\$10,000)

CFO (\$10,001-\$25,000)

COO (\$10,001-\$25,000)

CEO (\$25,001-\$50,000)

Board Action/Approval

Date _____

Please attach minutes or agenda



CANON MEDICAL SYSTEMS USA, INC.

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QUOTATION/ORDER SUMMARY

DATE: 6/18/2026
SID #: 30127593
QUOTE #: 200178-1

PRESENTED TO:
IMPERIAL VALLEY HEALTHCARE DISTRICT
DBA PIONEERS MEMORIAL HOSPITAL
207 W LEGION RD
BRAWLEY, CA. 92227-7780

MR-UPG-GALAN-V9.000
3T GALAN V9 UPGRADE

This quotation shall remain valid until September 30, 2026.

All prices are F.O.B. destination.

Payment terms are: Cash - 0% down payment, 80% upon shipment, 20% upon completion of installation and/or availability for first use, whichever is earlier. All invoice terms are net 30 days.

This quotation/order will be subject to and governed by the Agreement for Magnetic Resonance Imaging equipment products between HealthTrust Purchasing Group and Canon Medical Systems USA, Inc., reference contract no. HPG-66715, effective March 1, 2022. Vendor represents and warrants that it will continue to support and provide Services to repair and maintain those Products that are Equipment for a minimum of ten (10) years from installation of such Product. In the event of a conflict between the Canon Medical Systems USA, Inc. Equipment terms and conditions and the (GPO) agreement, the (GPO) agreement shall control.

Please return signed quotation to Canon Medical Systems USA, Inc. by email OrderAdmin@us.medical.canon or fax 714-441-9320.

ACCEPTED AGREED AND ORDERED:

PURCHASER'S SIGNATURE/TITLE

DATE

CANON MEDICAL SYSTEMS REP

DATE

All information contained in this quotation is confidential and may not be disclosed to any third party without Canon Medical Systems' prior written consent.



CANON MEDICAL SYSTEMS USA, INC.

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EQUIPMENT SUMMARY:

MR-UPG-GALAN-V9.000

3T GALAN V9 UPGRADE

<u>PART NUMBER</u>	<u>QTY</u>	<u>DESCRIPTION</u>
	1	NEUROLINE+ APPLICATION PRESENT
	1	NEUROLINE+ APPLICATION (UPG TO ML)
MA-3936/V9-AICE/2.100	1	[KIT] 3T GALAN - V4 TO V9 UPGRADE + AICE
	1	SOFTWARE UPGRADE PACKAGE (V9.0) FOR VANTAGE GALAN 3T
	1	V5.0 M-POWER UPGRADE FOR GALAN STANDARD
	1	AICE RECONSTRUCTION PROCESSING UNIT (RECON HARDWARE FOR ADVANCED TECHNIQUES SUCH AS AICE, PIQE, AND CS 3D)
	1	AICE LICENSE (V7 OR LATER, REQUIRES AICE UNIT)
APPS-ONSITE-24	1	ON-SITE APPLICATIONS TRAINING - 24 HOURS

TOTAL QUOTE PRICE

\$89,020.00

Applicable Sales Tax Additional



CANON MEDICAL SYSTEMS USA, INC.

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PURCHASABLE OPTIONS:

Please initial next to the option item you would like to purchase. Selected purchasable options will increase the total quote price by the noted "ADD" dollar amount listed on the item line:

<u>PART NUMBER</u>	<u>QTY</u>	<u>DESCRIPTION</u>	<u>ADD</u>	<u>INITIALS</u>
MSSW-HRDLR1/L1	1	PIQE APPLICATION (REQUIRES AICE UNIT) (V9.0)	\$34,800.00	_____



CANON MEDICAL SYSTEMS USA, INC.

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FINANCE OPTIONS:

Finance options are available through Canon Medical Finance USA, a program of Canon Medical Systems USA, Inc.

CANON MEDICAL FINANCE USA OFFERINGS:

- Fair Market Value, \$1.00 Buy Out (Lease to Own), and Loan structures
- Finance terms ranging from 12 months to 84 months
- Financing for 3rd party assets (including, but not limited to leasehold improvements & I.T.)

CANON MEDICAL FINANCE USA BENEFITS:

- No progress payments. Payments begin after delivery and installation
- Upgrades to the current technology platform can be financed.
- Flexible finance structures, such as deferred payments, tiered repayments, and bridge financing, to meet cash flow needs

Finance options are subject to credit underwriting, approval, and a fully executed contract.

For more information, please contact Trish Malone, Sr. Dir. Financial Programs at:

tmalone@us.medical.canon or visit us at <https://us.medical.canon/service-and-support/financial-programs/>



CANON MEDICAL SYSTEMS USA, INC.

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COMPONENT SUMMARY:

<u>PART NUMBER</u>	<u>QTY</u>	<u>DESCRIPTION</u>
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	1	NEUROLINE+ APPLICATION PRESENT
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	1	NEUROLINE+ APPLICATION (UPG TO ML)
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NeuroLine+ Application (Machine Learning based detection technology for head plane; MSSW-ASNU2/L1)

NeuroLine+ is the fully automatic positioning software for brain imaging. This application provides positioning assist functions for Head scans, making scan operations easier.

When the basic planes of the head are to be scanned, it is possible to set the slice plane more easily than before. After multiple slice images are obtained, they are used to obtain the three planes (sagittal, axial, and coronal) after adjusting the angle of the head and the plane by adding the desired amounts of rotation and movement to the axial image. The obtained images can be used to set the plane of the positioning ROI. The orientations and positions of the detected basic planes can be adjusted using functions provided in the Scan Plan window.

Key features of NeuroLine+ include:

- Easy setting after the auto locator positioning.
- High reproducibility and efficiency for brain examinations.

Software version: V9.0 or later (for the software upgraded system that has MSSW-LOCNU2/L1)

MA-3936/V9-
AICE/2.100

	1	[KIT] 3T GALAN - V4 TO V9 UPGRADE + AICE
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	1	SOFTWARE UPGRADE PACKAGE (V9.0) FOR VANTAGE GALAN 3T
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	1	V5.0 M-POWER UPGRADE FOR GALAN STANDARD
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	1	AICE RECONSTRUCTION PROCESSING UNIT (RECON HARDWARE FOR ADVANCED TECHNIQUES SUCH AS AICE, PIQE, AND CS 3D) Advanced Image Reconstruction Unit (MZDL-010B)
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The Advanced Image Reconstruction Unit is a high-performance PC unit necessary to for applications like Advanced intelligent Clear-IQ Engine (AiCE), Compressed SPEEDER 3D etc.

Composition:

Advanced Image Reconstruction Unit



HUB
Installation parts
Manuals

Software requirements: V9.0 or later

Performance Specifications:

CPU: 8-cores, 2.1 GHz
Memory: 128 GB
SSD: 960 GB

**1 AICE LICENSE (V7 OR LATER, REQUIRES AICE UNIT)
Advanced intelligent Clear-IQ Engine (AiCE) for MR**

Advanced intelligent Clear-IQ Engine (AiCE) is an optional software available with the MR system. AiCE reduces noise using algorithms obtained from a neural network that has been trained in advance to produce higher-SNR images compared to a reconstruction filter of NL2 from low-SNR images. Achieve sharp, clear and distinct images utilizing the power of Deep Learning, allowing you to see through the noise.

Composition: Software (License)

Software requirements: V8.0 or later on Vantage Fortian, V7.0 or later on Vantage Orian and Vantage Galan 3T

Performance Specifications:

The specifications when this option is used are described below. Installation of this system does not result in any changes in the basic specifications of the MRI system. (For the specifications of the MRI system, refer to the Product Data for the MRI system)

Algorithm

This option is a noise reduction algorithm that improves image quality and reduces thermal noise by employing Deep Convolutional Neural Network (DCNN). This option is designed to remove Gaussian distributed noise in MR images for reducing contributions of thermal noise. In order to train a DCNN that can learn a model that represents thermal noise, the training datasets are created by adding Gaussian noise of different amplitudes to high-SNR* images acquired with large number of averages.

*High-SNR compared to a reconstruction filter of NL2

APPS-ONSITE-24

1 ON-SITE APPLICATIONS TRAINING - 24 HOURS

Three (3) days, twenty-four (24) hours, of additional onsite applications support. Training is scheduled consecutively, Monday through Friday, with



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Monday mornings and Friday afternoons scheduled as travel time for the applications specialist.

Note: Canon Medical Systems personnel are not responsible for scanning patients, patient safety, any actual patient contact, or operation of equipment during education sessions. Canon Medical Systems will only demonstrate proper equipment operation.

Education expires two (2) years from the later of purchase date or warranty start date.

OPTIONS

MSSW-HRDLR1/L1

PIQE APPLICATION (REQUIRES AICE UNIT) (V9.0) PIQE Application

PIQE Application is an optional application for Canon Medical Systems magnetic resonance imaging (MRI) systems. This application allows to generate high spatial resolution images from low resolution images, maintaining image quality.

Precise IQ Engine (PIQE) is Deep Learning based technique that generates higher spatial in-plane resolution images from lower resolution images with the ability to triple the matrix dimensions in both in-plane directions, i.e. a factor of 9x. It is able to accelerate scanning by reducing the acquisition matrix only, while maintaining clinical matrix size and image quality. It also contributes to ringing artifacts reduction, denoising and increase of sharpness. PIQE consists of two CNNs: denoising part and ringing reduction part. Additionally, PIQE benefits can be obtained on regular clinical protocols without requiring acquisition parameter adjustment.

Software version: V9.0 or later

Applicable Anatomical Regions:

System	
Vantage Galan 3T (V10.0) Vantage Orian (V10.0) Vantage Fortian (V10.0)	Brain, Spine, MSK, Cardiac, Breast, Abdomen, Pelvis
Vantage Galan 3T (V9.0)	Brain, Knee
Vantage Orian (V9.0)	Brain, Knee
Vantage Fortian (V9.0)	Brain, Knee

Applicable Scan Parameters:

System	
Vantage Galan 3T (V10.0) Vantage Orian (V10.0) Vantage Fortian (V10.0)	FSE2D, SE2D, FASE2D, FE2D, FFE2D, SSFP2D, SEEP12D, PS3D (only 4D Flow)
Vantage Galan 3T (V9.0)	FSE2D
Vantage Orian (V9.0)	FSE2D
Vantage Fortian (V9.0)	FSE2D

Requirements: The MRI system must have Advanced intelligent Clear-IQ Engine for MR or Advanced Image Reconstruction Unit installed



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PRODUCT WARRANTY AND SERVICE COVERAGE

SYSTEM WARRANTY TERMS

Canon Medical Systems warrants that the Equipment will be free from defects in material and workmanship, for the duration and subject to the terms and conditions stated below. Any part furnished to Customer during the warranty period (stated in the table below) to correct a warranty failure will be warranted to the extent of the unexpired term of the warranty applicable to the Equipment.

The warranty period will commence on the date the installation of the product is complete. Notwithstanding the foregoing, in the event that the installation of the product is delayed for a total of thirty (30) days or more from the date of delivery for any reason or reasons for which Canon Medical Systems is not responsible, the warranty period for such product may, at Canon Medical Systems' option, commence on the thirtieth (30th) day from the date such product is delivered to Customer.

WARRANTY EXCLUSIONS

Warranty coverage does not include any defect which results, in whole or in part, from (1) negligent storage or handling of the product by Customer, its employees, agents, or contractors, (2) failure of Customer to prepare the site or provide power requirements or operating environmental conditions in compliance with any applicable instructions or recommendations of Canon Medical Systems, (3) absence of any product, component, or accessory recommended by Canon Medical Systems but omitted at Customer's direction, (4) any design, specification or instruction furnished by Customer, its employees, agents, or contractors, (5) any alteration of the product by persons other than Canon Medical Systems, (6) combining Canon Medical Systems' product with any product furnished by others that is not approved by Canon Medical Systems, (7) combining incompatible products of Canon Medical Systems, without Canon Medical Systems' prior approval, (8) improper use of the product, improper maintenance of the product by a party other than Canon Medical Systems, or failure to comply with any applicable instructions or recommendations of Canon Medical Systems, or (9) acts of God, fires, floods, strikes or other labor disturbances, or other causes beyond the reasonable control of Canon Medical Systems.

Canon Medical Systems does not warrant any products not manufactured by Canon Medical Systems such as, without limitation, monitors, cameras, computer equipment, injectors, lasers, and coils not manufactured by Canon Medical Systems. Such items will be furnished subject only to the manufacturer's warranty, if any, and without any warranty whatsoever by Canon Medical Systems.

Warranty coverage also excludes consumables, including but not limited to batteries, storage media, positioning pads, table pads, power units, and printer consumables. Normal cryogen consumption is included during the initial warranty term.

REMEDIES

If Canon Medical Systems determines that any product fails to meet the above-mentioned warranty during the applicable warranty period, Canon Medical Systems will correct any such failure by either, at its option, repairing, adjusting, or replacing without charge to Customer any defective or nonconforming parts of the product. Canon Medical Systems will have the option to furnish either new or remanufactured replacement parts or assemblies. However, remanufactured parts will meet the manufacturer's specifications for new components as of the date of completion of installation. All defective parts replaced by Canon Medical Systems will become the property of Canon Medical Systems.

SOFTWARE UPDATES

Canon Medical Systems will furnish to Customer, free of charge for the life of the Equipment, all Canon Medical Systems software or hardware upgrades to the Equipment purchased by Customer, which are intended to correct a safety risk. Software updates offering enhancements to previously purchased software features will be provided during the term of the warranty, if they do not require hardware modifications or additions. Software upgrades providing new features or capabilities not originally purchased, will be made available for purchase by Customer upon request when compatible with the originally purchased hardware. Canon Medical Systems retains the sole right to determine whether a software release is considered an update or an upgrade for which Customer will be charged. The above items will be performed only during the Covered Hours stated in the warranty. Service required outside these hours will be billed at Canon Medical Systems' differential rates in effect at the time such items are provided to Customer.

WARRANTY SERVICE

Warranty service during the applicable warranty period will be performed without charge to Customer during Canon Medical Systems' normal business hours, Monday through Friday, excluding Canon Medical Systems holidays. Subject to the availability of personnel, after-hours service is available upon request at an additional charge.

Customer must promptly notify Canon Medical Systems within the applicable warranty period of any defect that is covered by the warranty, and make the Equipment promptly available for repair and maintenance.

DISCLAIMERS AND LIMITATIONS ON LIABILITY

Canon Medical Systems' obligations stated above will be Customer's sole and exclusive remedy for a breach of the warranty set forth above. SUCH WARRANTY WILL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Canon Medical Systems does not warrant that the operation of the Equipment will be uninterrupted.



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WARRANTIES BY PRODUCT LINE

ITEM TYPE	MAGNETIC RESONANCE
EQUIPMENT	12 Months
ACCESSORY OPTIONS	6 Months
REPLACEMENT & OPTIONAL PARTS*	90 Days
UPGRADE COMPONENTS	90 Days

* The above 90-day period applies only to parts that are not furnished pursuant to a warranty repair for the Equipment. Any part furnished to Customer during the warranty period to correct a warranty failure will be warranted to the extent of the unexpired term of the warranty applicable to the System.

TERMS AND CONDITIONS OF SALE

1. **TITLE AND RISK OF LOSS.** Title and risk of loss to the Equipment purchased under this Agreement will pass to Customer: (a) if Canon Medical Systems is to provide installation, upon Canon Medical Systems' completion of installation, or (b) if Canon Medical Systems will not provide installation, upon delivery by Canon Medical Systems to Customer.

2. **TERMS OF PAYMENT.** Prices stated are F.O.B. Customer's facility. All taxes which are payable by Canon Medical Systems in connection with the sale, use, or possession of the Equipment (excluding income taxes), will be paid by Customer in addition to the quoted price. Terms of payment will be as stated in the first page of this Quotation. All invoices paid after due date will be assessed a late payment charge of the lesser of 1 1/2% per month or the maximum rate permitted by law.

3. **DELAYS.** If Customer changes the scheduled delivery date during the period of 120 days preceding the delivery date, Customer will nevertheless pay the installment of the purchase price which would have been payable upon delivery, on the Scheduled Delivery Date as if delivery had been made on such date. In addition, Customer will pay all extra costs incurred by Canon Medical Systems as a result of such delay, including, without limitation, storage and transportation. Storage fees will be charged at commercially comparable rates for storage on Canon Medical Systems' site. If delivery is delayed by 12 months or more from the Scheduled Delivery Date, except through the fault of Canon Medical Systems, the price set forth in this Agreement may be increased by Canon Medical Systems to a level equal to the prevailing price in effect at the time of the revised delivery date.

4. **EQUIPMENT INSTALLATION.** Canon Medical Systems will provide, at no additional cost, standard labor and rigging services to unload the Product from the transport vehicle and move to the final position. The shoring of floors, the widening of doorways, and other nonstandard rigging requirements will be negotiated between the Canon Medical Systems and Customer separately if it is determined they are required. Canon Medical Systems will install all Equipment purchased under this Agreement and connect them to existing power and/or plumbing lines at no additional charge to Customer. Customer will be responsible for electrical wiring, plumbing, carpentry, plastering, painting, or all other site preparation required prior to installation and connection of the Equipment by Canon Medical Systems. Customer will provide space at the installation site for the safe storage of Canon Medical Systems' tools, test equipment and other materials used for installation at no charge to Canon Medical Systems. Customer shall, at its cost, obtain all permits and licenses required by governmental authorities in connection with the installation and operation of the Equipment. Customer acknowledges that the System and Software are designed to operate within certain power, temperature, airborne contamination, and humidity ranges. Customer will be responsible for, without limitation: (i) preparing and maintaining the Customer facility in conformance with the Site Preparation Guide; (ii) maintaining its network infrastructure; (iii) providing Canon Medical Systems, access to a network connection in or near the area of the System being serviced by the equipment service staff; and (iv) supplying computer grade AC power. The Equipment relies upon a stable grounded connection to the main power grid in order to function effectively. Customer acknowledges that AC power supply quality may be a problem in old facilities or in those facilities receiving poor quality utility service and that power conditioning may be necessary in such cases.

5. **EQUIPMENT OPERATION.** Customer agrees that all Equipment purchased under this Agreement will be operated exclusively by duly qualified technicians and/or medical doctors in a safe and reasonable manner in accordance with Canon Medical Systems' written instructions, applicable laws and regulations, and for the purposes for which such Equipment was intended.

6. **LIMITED WARRANTY AND REMEDY.** A. For the warranty period described below by product, Canon Medical Systems, as its only obligation, will replace or repair, without charge to Customer during Canon Medical Systems' normal working hours (if Customer requests warranty service outside such hours, Customer will pay overtime premium for labor), any component of the Equipment that is defective in materials or workmanship, provided such defect is reported to Canon Medical Systems within the warranty period. Canon Medical Systems' warranty period is as follows: (a) Systems and Major Components - one year from date of completion of installation; (b) Accessories/Options (except glassware) - six months from date of completion of installation. Components not manufactured by Canon Medical Systems will be furnished subject only to the manufacturer's warranty, if any, and without any warranty whatsoever by Canon Medical Systems. During the warranty period, Canon Medical Systems will furnish free of charge any parts, including software required to correct any defect in the Equipment or as required under applicable laws.

B. Canon Medical Systems does not warrant that the operation of the Equipment of the System will be uninterrupted. All defective parts replaced by Canon Medical Systems will become the property of Canon Medical Systems. Replacement parts may be re-manufactured. However, such parts will meet the manufacturer's specifications for new components as of the date of completion of installation. CANON MEDICAL SYSTEMS' OBLIGATION TO REPAIR OR REPLACE DEFECTIVE PARTS OR SOFTWARE WILL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR A BREACH OF THE WARRANTY SET IN THIS AGREEMENT. SUCH WARRANTY WILL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The warranty set forth in this Agreement will not apply to, and Canon Medical Systems will not be liable for any defects resulting from misuse, repairs performed by unauthorized third parties, accidents, acts of God, or neglect of anyone other than Canon Medical Systems.



7. LATEST HARDWARE AND SOFTWARE AT TIME OF DELIVERY. Canon Medical Systems agrees that the Equipment ordered by Customer will, at the time of delivery to Customer, contain, at no additional charge to Customer, the latest hardware and software manufactured by Canon Medical Systems for such Equipment that are commercially available in the United States and which are provided as part of Canon Medical Systems' standard configuration for such Equipment at the time of delivery. This commitment applies only to components and not an upgrade to the entire system. Furthermore, it is limited to hardware and software that (a) have been ordered by Customer, and not any optional or other items that were not ordered by Customer, and (b) are cleared by the FDA as of the date of delivery of the Equipment. This clause does not apply to Assure, Demonstration or Used Equipment.

8. LIMITATION OF LIABILITY. A. NEITHER CANON MEDICAL SYSTEMS NOR CUSTOMER WILL UNDER ANY CIRCUMSTANCES BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR EXEMPLARY DAMAGES OR ECONOMIC LOSS ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED IN THIS AGREEMENT, EVEN IF EITHER PARTY IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.

B. IN NO EVENT WILL CANON MEDICAL SYSTEMS' LIABILITY TO THE CUSTOMER (WHETHER BASED ON AN ACTION OR CLAIM IN CONTRACT, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE) ARISING OUT OF OR RELATING TO THE TRANSACTIONS CONTEMPLATED IN THIS AGREEMENT EXCEED THE AGGREGATE AMOUNT ACTUALLY PAID BY CUSTOMER TO CANON MEDICAL SYSTEMS UNDER THIS AGREEMENT. THE LIMITATION OF LIABILITY SET FORTH ABOVE WILL NOT APPLY TO CLAIMS FOR PERSONAL INJURY OR PROPERTY DAMAGE CAUSED BY EQUIPMENT DEFECTS.

9. SECURITY INTEREST. Canon Medical Systems hereby reserves and Customer grants to Canon Medical Systems a security interest pursuant to the Uniform Commercial Code, in and to the Equipment (and all products and proceeds of it) until full payment of the purchase price is received. In the event that Customer finances its acquisition of the Equipment through a lease, conditional sale contract, secured loan agreement or other financing agreement (collectively, "Lease") with Canon Medical Systems, then the security interest in the Equipment (and all products and proceeds thereof) shall secure all obligations of Customer due and to become due under the Lease.

10. REMOVAL OF EQUIPMENT. Until Canon Medical Systems has received full payment of the purchase price, Customer will not remove all or any part of the Equipment from Customer's premises, nor will Customer sell, lease, transfer or otherwise part with the possession of, or permit any lien or encumbrance to be placed on all or any part of the Equipment.

11. TRADE-IN. If this quotation includes the trade-in of Customer's existing equipment and the removal date of the trade-in equipment is delayed due to no fault of Canon Medical Systems or if the trade-in equipment is damaged or its condition deteriorates from the date of this quotation through the date of removal, Canon Medical Systems reserves the right to increase the pricing of the new equipment in an amount equal to the reduction in the resale price of the trade-in equipment. Customer must convey free and clear title to the trade-in equipment. If there are any liens or encumbrances on the trade-in equipment, Canon Medical Systems cannot accept the trade-in. Canon reserves the right to adjust trade-in values for equipment not removed by the agreed upon date. The trade-in equipment shall include any associated parts or accessories, included but not be limited to: backup software, manuals, service dongles, positioning pads, straps, CD's, chillers, coils, transducers, UPS systems, and other ancillary items. The trade-in equipment needs to be maintained to OEM specifications up until the time of removal and is subject to inspection by Canon or a Canon designated third party. Equipment must be available for inspection at least 30 days prior to removal. Customer is responsible for a clear removal path to include removal of any walls or doorways, if necessary, as well as responsible for removal of all patient information from the system prior to the removal date. HARD DRIVES MUST BE INCLUDED, INTACT, FUNCTIONAL, AND IRREVERSABLY WIPE OF ALL DATA. For CT system trade-ins: if the CT tube is replaced prior to removal of the CT system, the tube must either be documented as a new tube or documented used tube and less than 100k scan seconds, 40 million mAs, or 100k slices each. For MR system trade-ins: MRI cryogen level must be at a minimum of 70% at the time of removal. Equipment found to be performing below OEM specifications will be subject to a reduced trade-in amount.

12. REMEDIES OF CANON MEDICAL SYSTEMS. If Customer fails to make any payment when due under this Agreement, or becomes insolvent or makes an assignment for the benefit of creditors, or if a petition in Bankruptcy is filed by or against Customer, or if the financial responsibility of Customer becomes impaired, or if Customer otherwise breaches any of the terms and conditions of this Agreement, then Canon Medical Systems may, without prior notice or demand, defer shipments, cancel the balance of the order, suspend performance of any obligation (including without limitation, all obligations set forth under Limited Warranty And Remedy above), and/or take immediate possession of the Equipment delivered, until the full purchase price of the Equipment is paid by Customer or, at Canon Medical Systems' discretion, until security satisfactory to Canon Medical Systems is given by Customer. Any costs incurred by Canon Medical Systems as a result of suspending performance or repossession or collection will be payable by Customer. Canon Medical Systems may sell repossessed Equipment with proceeds to be applied to unpaid balance and expenses incurred in sale, repossession and collection. Customer will pay any remaining deficiency. Canon Medical Systems may exercise any other rights available to it by law.



13. **EXCUSED PERFORMANCES.** Except for Customer's payment obligations hereunder, neither party will be liable to the other for non-performance or delay in performance resulting directly or indirectly from any occurrences beyond such party's control, including without limitation, strikes or other labor troubles, acts of God, war, accidents, fires, floods, other catastrophes, inclement weather, transportation, delays caused by suppliers, or laws, regulations, or acts of any governmental agency.

14. **SOFTWARE.** All rights and interest in any software that may be furnished under this Agreement, and any updates and enhancements to it, will remain the property of Canon Medical Systems. Such software is being furnished to Customer under a non-exclusive license. Customer will not, or allow others to decompile, modify, copy, reproduce, or transcribe the software nor allow third parties to use the same without Canon Medical Systems' prior written consent. In the event a third party's software is furnished to Customer, Customer may be required to execute a software license agreement as requested by such third party as a condition to delivery and/or purchase of the third party's product. Canon Medical Systems will furnish Customer with a copy of such license agreement for its review and execution. In the event Customer sells the Equipment to a third party, the purchaser thereof will have the same rights and obligations with respect to any Canon Medical Systems software as Customer. Customer will need to make its own determination whether it needs to obtain any consent from a third party for non-Canon Medical Systems software. Any Canon Medical Informatics, Inc. products quoted herein are conditioned on and subject to the Software License located: <https://us.medical.canon/download/CMI-Capital-License-Agreement>. Any Dell, Inc. software, which may be imbedded in Canon products are conditioned and subject to the Software License located: https://i.dell.com/sites/csdocuments/Legal_Docs/en/us/reseller-terms-of-sale.pdf. Both the CMI and Dell licenses are incorporated herein by reference.

15. **CANCELLATION.** Customer may not cancel the order subject to this Agreement except with Canon Medical Systems' prior written consent. Canon Medical Systems will allow Customer to modify the product one time, as long as such request is approved by Canon Medical Systems in accordance with timeline below:

- a. CT: No later than 120 days before scheduled delivery date:
- b. MR: No later than 150 days before scheduled delivery date:
- c. VL: No later than 150 days before scheduled delivery date:
- d. XR (excluding Mobile XR): No later than 120 days before scheduled delivery date:

In the event of cancellation without Canon Medical Systems' written consent, Canon Medical Systems will be entitled to recover liquidated damages in an amount equal to twenty percent (20%) of the purchase price of the Equipment

16. **ASSIGNMENT.** Neither party may assign any of its obligations under this Agreement without the prior written consent of the other party. However, some of the obligations stated in this Agreement, such as the ones relating to installation of items not manufactured by Canon Medical Systems and the warranty thereof may be performed by Canon Medical Systems' contractors or suppliers.

17. **EXPORT REGULATIONS.** This Agreement involves products, and/or technical data that may be controlled under the U.S. Export Administration Regulations and may be subject to the approval of the U.S. Department of Commerce prior to export. Any export or re-export by Customer, directly or indirectly, in contravention of such Regulations is prohibited.

18. **ATTORNEY'S FEES - COSTS.** In the event of any legal proceeding involving any party to this Agreement against the other relating to the subject matter of this Agreement, the prevailing party in such proceeding will be entitled to recover reasonable attorney's fees, expert fees, and court costs against the non-prevailing party.

19. **ACCEPTANCE BY CANON MEDICAL SYSTEMS.** This Quotation/Order will not be binding on Canon Medical Systems even if signed by a Canon Medical Systems' employee, until Customer's order for the Equipment is booked by Canon Medical Systems' Headquarter office.

20. **END USER CERTIFICATION.** Purchaser represents, warrants and covenants that it is acquiring the Products for its own end use and not for reselling, leasing or transferring to a third party (except for leaseback financing).

21. **CONFIDENTIALITY.** The parties agree that the use of the Equipment purchased and any associated output (including but not limited to binary data files) shall remain confidential between the parties and shall not be shared externally with any third party without the express written permission of Canon Medical Systems.

22. **ENTIRE AGREEMENT.** This quotation contains the entire agreement between the parties and supersedes all prior and contemporaneous agreements between the parties, whether oral or written, relating to its subject matter, including, without limitation, all different or additional terms and conditions which may be contained in Customer's bid documents, purchase order or any other documents furnished by Customer. The provisions of this Agreement may not be modified unless in writing and executed by both parties.

Imperial Valley Healthcare District DBA Pioneers Memorial Hospital

CONSENT AGENDA

BOARD MEETING DATE: 07/2026

SUBJECT: Purchase Ultrasound Canon Aplio i7001

BACKGROUND: The current Canon A300 ultrasound system has reached end-of-life status and no longer meets the clinical and operational demands of our department. Upgrading to the Canon Aplio i700 will significantly improve image quality, enhance workflow efficiency, and support the delivery of high-quality patient care.

KEY ISSUES: Our existing system is limited by outdated technology, resulting in suboptimal image quality and restricting our ability to perform the full range of ultrasound procedures. The enhanced imaging capabilities, advanced software, and expanded clinical applications available with the Aplio i700 will improve diagnostic confidence, increase examination efficiency, and allow the department to expand its procedural offerings.

CONTRACT VALUE: Canon Aplio i700 Ultrasound Machine:
80% Upon Delivery: \$83,200.00
20% Upon Installation: \$20,800.00
Total Cost: \$104,000.00

CONTRACT TERM: PMH Foundation approved purchase. Total Cost: \$104,000

BUDGETED: Yes

BUDGET CLASSIFICATION: Operation

RESPONSIBLE ADMINISTRATOR: Carly Zamora / Derek Tapia

DATE SUBMITTED TO LEGAL: Not Submitted **REVIEWED BY LEGAL:** No
No change in language from the previous contract.

RECOMMENDED ACTION: Approve the purchase of a Canon Aplio i700 Ultrasound Unit. This upgrade will ensure the Radiology Department remains equipped with modern technology capable of meeting current clinical standards.

SPECIAL ITEM REQUISITION

DATE OF REQUEST	DEPARTMENT NAME	COST CENTER	EXP SUB ACCT	ORDER PLACED BY	PURCHASE ORDER NUMBER
7/1/2026	Ultrasound	7670		AG	
REQUISITIONED BY (Department Director Name)				DATE REQUIRED BY	PRICE QUOTED BY
Derek				ASAP	Paul Menth
VENDOR & PHONE NO.					REVIEWED BY
Canon					AG
WHY NEEDED?					
Replacing older Ultrasound Units					

QTY.	UNIT	VENDOR STOCK NO.	DESCRIPTION	ACTUAL PRICE	EXTENSION
1		APLIO-I700-V9.100	1 APLIO I700 PRISM ULTRASOUND SYSTEM	104000.00	104000.00
1		UL-INTERNALWIFI	1 INTERNAL WIRELESS LAN (FIPS 140-2 COMPLIANT)		
1		PVT-712BT	MULTI-FREQUENCY MICRO CONVEX TRANSDUCER		
1		PVI-475BX/FS	1 CONVEX ARRAY TRANSDUCER (I8CX1)		
1		ENDO-AI700/4.100	1 EV/ER TRANSDUCER HOLDER KIT		
1		PVT-781VTE/FS	MULTI-FREQUENCY ENDOCAVITARY TRANSDUCER (11C3)		
1		UP-D898/ISERIES.100	1 SONY DIGITAL GRAYSCALE PRINTER		
1		PLT-1202BT/FS	MULTI-FREQUENCY LINEAR TRANSDUCER HOCKEY		
1		PLI-705BX/FS	MULTI FREQUENCY LINEAR ARRAY TRANSDUCER		
1		PLI-1205BX/FS	LINEAR ARRAY TRANSDUCER (I18LX5)		

Reviewed By:			SUBTOTAL	104000.00
Bio.	Edu.		TAX	0.00
Phys	Env. Serv/Sec		FREIGHT	0.00
Dep.	Forms Committee		TOTAL	104,000.00
Nurs.	Main/Eng.			

Capital Budget Year _____ Line Number _____ Amount Budgeted _____

REQUISITIONED BY: _____ SIGNATURE _____ DATE 7/1/26
(Department Director Signature)

APPROVED BY: _____ SIGNATURE _____ DATE _____

Material Mgmt Director _____

IT _____

CNO/CCO _____

CFO \$5,000-\$25,000 _____

COO _____

CEO \$25,000-\$50,000 _____

Board Action/Approval _____ Date _____ Please attach minutes or agenda



CANON MEDICAL SYSTEMS USA, INC.

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QUOTATION/ORDER SUMMARY

DATE: 6/12/2026
SID #: 30104757
QUOTE #: 175115-2

PRESENTED TO:
IMPERIAL VALLEY HEALTHCARE DISTRICT
DBA PIONEERS MEMORIAL HOSPITAL
207 W LEGION RD
BRAWLEY, CA. 92227-7780

APLIO-ISERIES-I700.000
APLIO I700 ULTRASOUND SYSTEM

SPECIAL INFORMATION & TERMS

- If this quotation is not accepted by September 30, 2026, Canon Medical Systems USA, Inc. reserves the right to cancel this quotation.
- This quotation includes the deinstallation, removal, and trade-in of your current MIndray/Mindray SN: 7B-48000158 imaging system(s). The trade-in value is based on the expected removal date of no later than 09/10/2026 Canon reserves the right to adjust trade-in values for equipment not removed by the agreed upon date.

This quotation shall remain valid until September 30, 2026.

All prices are F.O.B. destination.

Payment terms are: Cash - 0% down payment, 80% upon shipment, 20% upon completion of installation and/or availability for first use, whichever is earlier. All invoice terms are net 30 days.

This quotation/order will be subject to and governed by the Agreement for Ultrasound equipment products between HealthTrust Purchasing Group and Canon Medical Systems USA, Inc., reference contract no. HPG-73599, effective June 1, 2025. Vendor represents and warrants that it will continue to support and provide Services to repair and maintain those Products that are Equipment for a minimum of ten (10) years from installation of such Product. In the event of a conflict between the Canon Medical Systems USA, Inc. Equipment terms and conditions and the (GPO) agreement, the (GPO) agreement shall control.

All information contained in this quotation is confidential and may not be disclosed to any third party without Canon Medical Systems' prior written consent.



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Please return signed quotation to Canon Medical Systems USA, Inc. by email OrderAdmin@us.medical.canon or fax 714-441-9320.

ACCEPTED AGREED AND ORDERED:

PURCHASER'S SIGNATURE/TITLE

DATE

CANON MEDICAL SYSTEMS REP

DATE



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EQUIPMENT SUMMARY:

APLIO-ISERIES-I700.000

APLIO I700 ULTRASOUND SYSTEM

<u>PART NUMBER</u>	<u>QTY</u>	<u>DESCRIPTION</u>
APLIO-I700-V9.100	1	APLIO I700 PRISM ULTRASOUND SYSTEM
	1	APLIO I700 ULTRASOUND IMAGING SYSTEM
	1	PROTOCOL ASSISTANT
	1	GEL WARMER
UL-INTERNALWIFI	1	INTERNAL WIRELESS LAN (FIPS 140-2 COMPLIANT)
	1	SMI ANGIO MODE KIT
	1	STANDARD APPLICATIONS TRAINING
PVT-712BT	1	MULTI-FREQUENCY MICRO CONVEX TRANSDUCER NEONATAL HEAD (11MC4)
PLT-1202BT/FS	1	MULTI-FREQUENCY LINEAR TRANSDUCER HOCKEY STICK (17LH7)
PLI-1205BX/FS	1	LINEAR ARRAY TRANSDUCER (I18LX5)
PLI-705BX/FS	1	MULTI FREQUENCY LINEAR ARRAY TRANSDUCER (I11LX3)
PVI-475BX/FS	1	CONVEX ARRAY TRANSDUCER (I8CX1)
ENDO-AI700/4.100	1	EV/ER TRANSDUCER HOLDER KIT
	1	EV/ER TRANSDUCER HOLDER
PVT-781VTE/FS	1	MULTI-FREQUENCY ENDOCAVITARY TRANSDUCER (11C3)
UP-D898/ISERIES.100	1	DIGITAL GRAYSCALE PRINTER PACKAGE
	1	SONY DIGITAL GRAYSCALE PRINTER
	1	MOUNTING KIT FOR B/W PRINTER

TOTAL QUOTE PRICE

\$104,000.00

Applicable Sales Tax Additional



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FINANCE OPTIONS:

Finance options are available through Canon Medical Finance USA, a program of Canon Medical Systems USA, Inc.

CANON MEDICAL FINANCE USA OFFERINGS:

- Fair Market Value, \$1.00 Buy Out (Lease to Own), and Loan structures
- Finance terms ranging from 12 months to 84 months
- Financing for 3rd party assets (including, but not limited to leasehold improvements & I.T.)

CANON MEDICAL FINANCE USA BENEFITS:

- No progress payments. Payments begin after delivery and installation
- Upgrades to the current technology platform can be financed.
- Flexible finance structures, such as deferred payments, tiered repayments, and bridge financing, to meet cash flow needs

Finance options are subject to credit underwriting, approval, and a fully executed contract.

For more information, please contact Trish Malone, Sr. Dir. Financial Programs at:

tmalone@us.medical.canon or visit us at <https://us.medical.canon/service-and-support/financial-programs/>



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COMPONENT SUMMARY:

PART NUMBER QTY DESCRIPTION

APLIO-I700-V9.100	1	APLIO I700 PRISM ULTRASOUND SYSTEM Canon Medical Systems ultra-premium Aplio™ i700 PRISM Edition ultrasound system is a comprehensive solution for a wide range of clinical applications. Powerful iBeam+ imaging and iDMS matrix array transducers deliver outstanding image quality with our renown "depth and detail." Altivity AI, Smart tools, Raw Data workflows and post-processing provide consistent and efficient performance that can boost productivity. And the Aplio i-series Prism Edition's independently certified ergonomic design can help sonographers scan more comfortably, improving both the operator and patient experience.
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STANDARD COMPONENTS

- Aplio i700 Ultrasound Imaging System with iBeam+ beamformer technology, is up to 4 times faster than non Prism version's hardware to provide sharper images with better penetration and thus optimal, more robust results for higher clinical confidence.
- High definition 23" LCD monitor with articulated arm and handle
- 12.1" Programmable, touch-command screen with 3-section design allowing easy and intuitive access to all controls via a simple swipe
- Electric Lift for easy up/down of the control panel
- Protocol Assistant for an automatic execution of user-programmable imaging sequences, including measurements and labelling
- 4D hardware. Permits select standard transducers to be used for freehand 3D, giving access to volume imaging without the need to purchase further software or hardware, and allowing visualization of areas of interest without the need for mechanical 4D transducers.
- Four active transducer ports for convenient transducer access
- Six transducer holders
- Windows 11 OS, for the latest performance and up-to-date cybersecurity
- DICOM
- OBR (On-Board Reporting) for OB
- Online help feature
- Built-in DVD/CD drive with writer
- Up to 5 USB Ports (including USB 3.0)
- Raw data capabilities. Multiple parameters can be adjusted (including common modes like 2D and Color) as well as annotations and measurements. This may be done at any time, both during the exam for immediate correction, as well as in the days after the patient has left.
- Large capacity Cine Memory
- Scan depth of up to 50 cm (transducer dependent). The depth of 50 cm is industry-leading and allows penetration for large patients
- Dynamic Micro Slice - enables optional iDMS transducers to be used. These are often '2-in-1 transducers, covering the frequency bandwidth of

2 standard transducers which can help reduce examination time, as well as reduce costs

- Multiplexing kit – enables optional Quad View for CHI, Quad View for SWE, Shadow Glass, Smart Sensor 3D, Multi-reflection Canceller and iDMS. The sophisticated architecture in the Multiplexing kit helps drive the high speed processing of the very large data volumes provided using the i700. It also allows for multiple display options, such as providing 4-in-1 screens for viewing several imaging views at a single glance
- Software STC for depth as well as lateral gain adjustment. The ability to have lateral gain as well as the more common depth gain allows individual adjustment in areas that may be difficult to assess due to variations in attenuation across the image.
- Security Management Kit. In this age of ever increasing security risks, this may be used to provide various options for authentication of users, auditing, and allowing automatic de-identification of images. The antivirus software permits only registered executable files to be executed, preventing execution of malware. No Canon Ultrasound systems have been hacked in any of the recent cybersecurity breaches while protected under Canon's cybersecurity practices.
- Internal wireless communication, which is FIPS 140-2 certified ensuring the highest level of encryption using WPA2 Enterprise
- Gel Warmer

STANDARD IMAGING FEATURES

- 3rd Harmonic Imaging (3-HI). Powered by Canon Medical's Altiivity deep learning AI, 3-HI improved spatial and contrast resolution beyond traditional second harmonic imaging while reducing reverberation in hypo-echoic anatomy.
- ApliPure+™ - enhances the display of boundaries between tissues and reduces speckle noise and acoustic shadows, when used in conjunction with iBeam+, ApliPure+ improves B-mode imaging frame rates by up to 187% (>2.5X).
- Full Focus with iBeam+ function enables clear, uniform images from near and to far field without the need for focus adjustments. With fewer application steps and greater uniformity, this can be particularly useful to help shorten exam times.
- Differential Tissue Harmonic Imaging (D-THI) – simultaneously transmits two frequencies for better spatial resolution and penetration
- Precision Imaging - assists in reducing noise and speckle in the image and increases the visibility of tissue
- Tissue Harmonic Imaging (THI)
- Panoramic Imaging
- Trapezoid Imaging
- Ultra Wide View - Canon's unique technology of Ultra Wide View enables the user to image more anatomy in one view, providing more

information and perspective in a single image, while still maintaining high image quality.

- Quick Scan – automatic, real-time, adjustment of gain and TGC in 2D and spectral Doppler
- Tissue Specific Optimization (TSO) – adjusts for differing speeds of sound from tissue of various acoustic characteristics especially in breast imaging
- Smart 3D – Internal hardware to enable Smart 3D external hardware and additional software.
- Superb Micro-vascular Imaging (SMI) –Enhances the visualization of slow and microvascular flow (at high resolution and in both monochrome 'subtraction' and various color map displays) for assessment of all vascularity, but especially very fine vessels or in cases with very slow flow, that are not usually seen with color Doppler
- SMI G4 - expands the range of visible blood flow to visualize ultra-low to high speed blood flow with reduced clutter, reduced flash artifact, less noise and high sensitivity.
- SMI Angio, the latest generation of Superb Microvascular Imaging technology, allows you to see fine microvascular structures with increased sharpness and next-level detail.
- Advanced Dynamic Flow™ (ADF) - enables blood flow imaging with detailed visualization and high frame rate
- Tissue Doppler Imaging (TDI)
- Vascularity Index – Displays multiple parameters for a Power/SMI image such as number of pixels, and the ratio in the Power/ SMI image and within the ROI
- Biopsy Enhance Auto Mode (BEAM) – enhances visualization of the needle during linear transducer biopsies
- Auto-Intima Media Thickness (A-IMT)

*Activation of standard features may be clinical preset or transducer dependent.

Connectivity

Extensive communication and data management capabilities enable seamless integration into hospital and research environments including the following DICOM functions:

- DICOM data type
- US Image (still image)
- US Multi Frame (dynamic image)
- SC Image (storage in a separate file)
- Enhanced US Volume (Volume data image)
- Structured Report (measurement result information)
- Server connection
- Storage (Server/Media)
- MWM (Modality Worklist Management)
- MPPS (Modality Performed Procedure Step)

- Storage function
- Storage Commitment
- Query/retrieve
- Standard conformity check function
- Verification (export/import)
- Print function
- DICOM Print

Cybersecurity

- Windows 11 OS with Microsoft support for patches/updates
- Windows firewall configuration
- Password authentication for users, auditors, administrators and service access
- McAfee® Solidifier, a whitelist antivirus software for endpoint protection
- Follows NIST 800:37 Risk Management Framework (RMF)

Optional features at additional cost:

- Transient and Shear Wave Elastography options.
- Attenuation imaging.
- Liver Tools package including Shear Wave Elastography, Attenuation imaging and quantitative liver report worksheets.
- Auto Tune Shear Wave Elastography enhances the accuracy and precision on shear wave velocity and elasticity measurements by automatically adjusting transmit and receive settings based on the stiffness of the anatomical region being scanned.
- ApliGate, a collaboration tool that allows users to share images from the ultrasound system to a connected personal computer. Images transmitted using ApliGate can be de-identified according to HIPAA guidelines to remove protected health information (PHI).
- ApliCam, features an option to simultaneously add a live video feed synchronized to the ultrasound images being acquired. ApliCam provides radiologists and sonographers valuable insights into the ultrasound procedure being scanned and is ideal for documentation and training.

APPLICATIONS SUPPORT

Developed with customer input, Canon Medical Systems' innovative support programs have resulted in increased customer satisfaction. These include the following:



Technical Assistance

Customer support specialists are available 24/7 to help resolve technical issues in real time. Application support specialists are also available to assist staff with protocol and image-quality issues.

Local Customer Teams

A single call mobilizes a local team of Canon Medical Systems customer engineers. With an average of 10 years of Canon Medical Systems experience and 105 hours of specialized training per team member, they can resolve almost any performance issue.

Parts Support

A complete inventory of product parts is ready for shipment when and where they are needed, any time of day or night.

1 APLIO I700 ULTRASOUND IMAGING SYSTEM

1 PROTOCOL ASSISTANT

A sequence of operations is registered, and each operation is executed by single switch operation. Enables automated workflow when performing complex ultrasound exams. Featuring one-click operation, Protocol Assistant helps increase consistency and maintain standards from start-to-finish and patient-to-patient.

1 GEL WARMER

1 INTERNAL WIRELESS LAN (FIPS 140-2 COMPLIANT)

Internal Wireless Lan (FIPS 140-2 Compliant)

Intel chipset with Wi-Fi 6 certification

Dual band 2.4Ghz/5Ghz

FIPS 140-2 & FISMA security compliance

2x2 MU-MIMO technology

WPA, WPA2 & WPA3 - Wi-Fi Protected Access Standard security protocol

1 SMI ANGIO MODE KIT

SMI Angio - Confident evaluation of tissue vascularity and low flow vasculature with improved visualization of microvascular flow and fine, closely spaced vessels.

1 STANDARD APPLICATIONS TRAINING

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INTERNALWIFI



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Training

Included with the purchase of Aplio is training conducted by Canon Medical Systems applications specialists registered with the American Registry of Diagnostic Medical Sonographers (ARDMS).

Training includes:

- Two days of on-site applications training
- One day of on-site follow-up applications training
- Free access to www.healthysonographer.com website for the latest information on how to optimize your scanning environment and minimize your risk of WRMSDs, particularly using Canon systems (the Healthy Sonographer Platform™).
- Optional on-site HealthySonographer Certification program (additional cost)

The training is offered to the Customer at no charge, providing that it is completed no later than one (1) year after the warranty start date.

Additional On-Site Training

Available for purchase.

PVT-712BT

1 MULTI-FREQUENCY MICRO CONVEX TRANSDUCER NEONATAL HEAD (11MC4)

Model: PVT-712BT

Imaging Frequencies:

- i-series: 4.3 – 11.0 MHz
- Aplio 300/500: 3.3 – 11.0 MHz

Footprint/Curvature: Approx. 15mm

Field of View: Approx. 100 degrees

Use: Neonatal head, abdominal, pediatric

Biopsy kit/adapter: 680-127, 680-126, 610-608

Reusable biopsy adapter: N/A

Fusion adapter: N/A

Prerequisite:

Aplio i-series V1.0 or later (i700, i800, i900), i600

Aplio 300/500 V2.02 or later

PLT-1202BT/FS

1 MULTI-FREQUENCY LINEAR TRANSDUCER HOCKEY STICK (17LH7)

Model: PLT-1202BT

Imaging Frequencies:

- Aplio i-series: 4.5 – 17.0 MHz
- Aplio 300/500: 6.1 – 17.0 MHz

Footprint/Curvature: Approx. 25.6mm

Use: Small parts (superficial), MSK, intraoperative

Biopsy kit/adapter: N/A

Reusable biopsy adapter: N/A

Fusion adapter: UAFS-010A

Prerequisite:

Aplio i-series V2.0 or later (i700, i800, i900), i600 V2.0 or later

Aplio 300/500 V7.0 or later

PLI-1205BX/FS

1 LINEAR ARRAY TRANSDUCER (I18LX5)

Model: PLI-1205BX

Imaging Frequencies: 4.0 – 18.0MHz

Footprint/Curvature: Approx. 46mm

Use: Small parts, MSK, peripheral vascular

Biopsy kit/adapter: 680-139, 680-138, 610-608, 680-149, 680-148, 610-1500, 680-132, 680-133, 610-1017, 610-1018, 610-1019

Reusable biopsy adapter: N/A

Fusion adapter: UAFS-008A

Prerequisite: Aplio i-series V1.0 or later (i700, i800, i900)

PLI-705BX/FS

1 MULTI FREQUENCY LINEAR ARRAY TRANSDUCER (I11LX3)

Model: PLI-705BX

Imaging Frequencies: 3.5 – 8.5MHz

Footprint/Curvature: Approx. 46mm

Use: Peripheral vascular, Small parts, MSK

Biopsy kit/adapter: 680-150, 680-151, 610-1500

Reusable biopsy adapter: N/A

Fusion adapter: UAFS-008A

Prerequisite: Aplio i-series V2.0 or later (i700, i800, i900)

PVI-475BX/FS

1 CONVEX ARRAY TRANSDUCER (I8CX1)

Model: PVI-475BX

Imaging Frequencies: 1.8 – 6.2MHz

Footprint/Curvature: Approx. 50mm

Field of View: Approx. 70 degrees

Use: Abdominal, fetal, pediatric

Biopsy kit/adapter: 680-143, 680-142, 610-608, 680-153, 680-152, 610-1500

Reusable biopsy adapter: N/A

Fusion adapter: UAFS-007A (included with UIFR-AI900A)

Prerequisite: Aplio i-series V1.0 or later (i700, i800, i900)

ENDO-AI700/4.100

1 EV/ER TRANSDUCER HOLDER KIT

1 EV/ER TRANSDUCER HOLDER

EV/ER Transducer Holder for Aplio iSeries. Adds a dedicated holder for endocavitary transducers.

PVT-781VTE/FS

1 MULTI-FREQUENCY ENDOCAVITARY TRANSDUCER (11C3)**Model:** PVT-781VTE**Imaging Frequencies:**

- i-series: 3.6 – 10.5 MHz
- Aplio 300/500: 3.0 – 11.0 MHz

Footprint/Curvature: Approx. 10mm**Field of View:** Approx. 180 degrees**Use:** Transvaginal uterus, ovary**Biopsy kit/adapter:** 680-121**Reusable biopsy adapter:** UAGV-035A**Fusion adapter:** UAFS-006A*Prerequisite:**Aplio i-series V1.0 or later (i700, i800, i900), i600 V2.0 or later**Aplio 300/500 V6.0 or later*UP-
D898/ISERIES.100**1 DIGITAL GRAYSCALE PRINTER PACKAGE****1 SONY DIGITAL GRAYSCALE PRINTER**

Monochrome black and white printer incorporates a USB 2.0 interface for easy integration to digital ultrasound systems.

1 MOUNTING KIT FOR B/W PRINTER



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PRODUCT WARRANTY AND SERVICE COVERAGE

SYSTEM WARRANTY TERMS

Canon Medical Systems warrants that the Equipment will be free from defects in material and workmanship, for the duration and subject to the terms and conditions stated below. Any part furnished to Customer during the warranty period (stated in the table below) to correct a warranty failure will be warranted to the extent of the unexpired term of the warranty applicable to the Equipment.

The warranty period will commence on the date the installation of the product is complete. Notwithstanding the foregoing, in the event that the installation of the product is delayed for a total of thirty (30) days or more from the date of delivery for any reason or reasons for which Canon Medical Systems is not responsible, the warranty period for such product may, at Canon Medical Systems' option, commence on the thirtieth (30th) day from the date such product is delivered to Customer.

WARRANTY EXCLUSIONS

Warranty coverage does not include any defect which results, in whole or in part, from (1) negligent storage or handling of the product by Customer, its employees, agents, or contractors, (2) failure of Customer to prepare the site or provide power requirements or operating environmental conditions in compliance with any applicable instructions or recommendations of Canon Medical Systems, (3) absence of any product, component, or accessory recommended by Canon Medical Systems but omitted at Customer's direction, (4) any design, specification or instruction furnished by Customer, its employees, agents, or contractors, (5) any alteration of the product by persons other than Canon Medical Systems, (6) combining Canon Medical Systems' product with any product furnished by others that is not approved by Canon Medical Systems, (7) combining incompatible products of Canon Medical Systems, without Canon Medical Systems' prior approval, (8) improper use of the product, improper maintenance of the product by a party other than Canon Medical Systems, or failure to comply with any applicable instructions or recommendations of Canon Medical Systems, or (9) acts of God, fires, floods, strikes or other labor disturbances, or other causes beyond the reasonable control of Canon Medical Systems.

Canon Medical Systems does not warrant any products not manufactured by Canon Medical Systems such as, without limitation, monitors, and computer equipment. Such items will be furnished subject only to the manufacturer's warranty, if any, and without any warranty whatsoever by Canon Medical Systems.

Warranty coverage also excludes consumables, including but not limited to accessories, batteries, storage media, power units, and printer consumables.

REMEDIES

If Canon Medical Systems determines that any product fails to meet the above-mentioned warranty during the applicable warranty period, Canon Medical Systems will correct any such failure by either, at its option, repairing, adjusting, or replacing without charge to Customer any defective or nonconforming parts of the product. Canon Medical Systems will have the option to furnish either new or remanufactured replacement parts or assemblies. However, remanufactured parts will meet the manufacturer's specifications for new components as of the date of completion of installation. All defective parts replaced by Canon Medical Systems will become the property of Canon Medical Systems.

SOFTWARE UPDATES

Canon Medical Systems will furnish to Customer, free of charge for the life of the Equipment, all Canon Medical Systems software or hardware upgrades to the Equipment purchased by Customer, which are intended to correct a safety risk. Software updates offering enhancements to previously purchased software features will be provided during the term of the warranty, if they do not require hardware modifications or additions. Software upgrades providing new features or capabilities not originally purchased, will be made available for purchase by Customer upon request when compatible with the originally purchased hardware. Canon Medical Systems retains the sole right to determine whether a software release is considered an update or an upgrade for which Customer will be charged. The above items will be performed only during the Covered Hours stated in the warranty. Service required outside these hours will be billed at Canon Medical Systems' differential rates in effect at the time such items are provided to Customer.

WARRANTY SERVICE

Warranty service during the applicable warranty period will be performed without charge to Customer during Canon Medical Systems' normal business hours, Monday through Friday, excluding Canon Medical Systems holidays. Subject to the availability of personnel, after-hours service is available upon request at an additional charge.

Customer must promptly notify Canon Medical Systems within the applicable warranty period of any defect that is covered by the warranty, and make the Equipment promptly available for repair and maintenance.

DISCLAIMERS AND LIMITATIONS ON LIABILITY

Canon Medical Systems' obligations stated above will be Customer's sole and exclusive remedy for a breach of the warranty set forth above. SUCH WARRANTY WILL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Canon Medical Systems does not warrant that the operation of the Equipment will be uninterrupted.

WARRANTIES BY PRODUCT LINE

ITEM TYPE	ULTRASOUND
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EQUIPMENT	12 Months
ACCESSORY OPTIONS	6 Months
REPLACEMENT & OPTIONAL PARTS*	90 Days
UPGRADE COMPONENTS	12 Months
TRANSDUCERS	12 Months

* The above 90-day period applies only to parts that are not furnished pursuant to a warranty repair for the Equipment. Any part furnished to Customer during the warranty period to correct a warranty failure will be warranted to the extent of the unexpired term of the warranty applicable to the System.

TERMS AND CONDITIONS OF SALE

1. **TITLE AND RISK OF LOSS.** Title and risk of loss to the Equipment purchased under this Agreement will pass to Customer: (a) if Canon Medical Systems is to provide installation, upon Canon Medical Systems' completion of installation, or (b) if Canon Medical Systems will not provide installation, upon delivery by Canon Medical Systems to Customer.

2. **TERMS OF PAYMENT.** Prices stated are F.O.B. Customer's facility. All taxes which are payable by Canon Medical Systems in connection with the sale, use, or possession of the Equipment (excluding income taxes), will be paid by Customer in addition to the quoted price. Terms of payment will be as stated in the first page of this Quotation. All invoices paid after due date will be assessed a late payment charge of the lesser of 1 1/2% per month or the maximum rate permitted by law.

3. **DELAYS.** If Customer changes the scheduled delivery date during the period of 120 days preceding the delivery date, Customer will nevertheless pay the installment of the purchase price which would have been payable upon delivery, on the Scheduled Delivery Date as if delivery had been made on such date. In addition, Customer will pay all extra costs incurred by Canon Medical Systems as a result of such delay, including, without limitation, storage and transportation. Storage fees will be charged at commercially comparable rates for storage on Canon Medical Systems' site. If delivery is delayed by 12 months or more from the Scheduled Delivery Date, except through the fault of Canon Medical Systems, the price set forth in this Agreement may be increased by Canon Medical Systems to a level equal to the prevailing price in effect at the time of the revised delivery date.

4. **EQUIPMENT INSTALLATION.** Canon Medical Systems will provide, at no additional cost, standard labor and rigging services to unload the Product from the transport vehicle and move to the final position. The shoring of floors, the widening of doorways, and other nonstandard rigging requirements will be negotiated between the Canon Medical Systems and Customer separately if it is determined they are required. Canon Medical Systems will install all Equipment purchased under this Agreement and connect them to existing power and/or plumbing lines at no additional charge to Customer. Customer will be responsible for electrical wiring, plumbing, carpentry, plastering, painting, or all other site preparation required prior to installation and connection of the Equipment by Canon Medical Systems. Customer will provide space at the installation site for the safe storage of Canon Medical Systems' tools, test equipment and other materials used for installation at no charge to Canon Medical Systems. Customer shall, at its cost, obtain all permits and licenses required by governmental authorities in connection with the installation and operation of the Equipment. Customer acknowledges that the System and Software are designed to operate within certain power, temperature, airborne contamination, and humidity ranges. Customer will be responsible for, without limitation: (i) preparing and maintaining the Customer facility in conformance with the Site Preparation Guide; (ii) maintaining its network infrastructure; (iii) providing Canon Medical Systems, access to a network connection in or near the area of the System being serviced by the equipment service staff; and (iv) supplying computer grade AC power. The Equipment relies upon a stable grounded connection to the main power grid in order to function effectively. Customer acknowledges that AC power supply quality may be a problem in old facilities or in those facilities receiving poor quality utility service and that power conditioning may be necessary in such cases.

5. **EQUIPMENT OPERATION.** Customer agrees that all Equipment purchased under this Agreement will be operated exclusively by duly qualified technicians and/or medical doctors in a safe and reasonable manner in accordance with Canon Medical Systems' written instructions, applicable laws and regulations, and for the purposes for which such Equipment was intended.

6. **LIMITED WARRANTY AND REMEDY.** A. For the warranty period described below by product, Canon Medical Systems, as its only obligation, will replace or repair, without charge to Customer during Canon Medical Systems' normal working hours (if Customer requests warranty service outside such hours, Customer will pay overtime premium for labor), any component of the Equipment that is defective in materials or workmanship, provided such defect is reported to Canon Medical Systems within the warranty period. Canon Medical Systems' warranty period is as follows: (a) Systems and Major Components - one year from date of completion of installation; (b) Accessories/Options (except glassware) - six months from date of completion of installation. Components not manufactured by Canon Medical Systems will be furnished subject only to the manufacturer's warranty, if any, and without any warranty whatsoever by Canon Medical Systems. During the warranty period, Canon Medical Systems will furnish free of charge any parts, including software required to correct any defect in the Equipment or as required under applicable laws.

B. Canon Medical Systems does not warrant that the operation of the Equipment of the System will be uninterrupted. All defective parts replaced by Canon Medical Systems will become the property of Canon Medical Systems. Replacement parts may be re-manufactured. However, such parts will meet the manufacturer's specifications for new components as of the date of completion of installation. CANON MEDICAL SYSTEMS' OBLIGATION TO REPAIR OR REPLACE DEFECTIVE PARTS OR SOFTWARE WILL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR A BREACH OF THE WARRANTY SET IN THIS AGREEMENT. SUCH WARRANTY WILL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The warranty set forth in this Agreement will not apply to, and Canon Medical Systems will not be liable for any defects resulting from misuse, repairs performed by unauthorized third parties, accidents, acts of God, or neglect of anyone other than Canon Medical Systems.



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7. **LATEST HARDWARE AND SOFTWARE AT TIME OF DELIVERY.** Canon Medical Systems agrees that the Equipment ordered by Customer will, at the time of delivery to Customer, contain, at no additional charge to Customer, the latest hardware and software manufactured by Canon Medical Systems for such Equipment that are commercially available in the United States and which are provided as part of Canon Medical Systems' standard configuration for such Equipment at the time of delivery. This commitment applies only to components and not an upgrade to the entire system. Furthermore, it is limited to hardware and software that (a) have been ordered by Customer, and not any optional or other items that were not ordered by Customer, and (b) are cleared by the FDA as of the date of delivery of the Equipment. This clause does not apply to Assure, Demonstration or Used Equipment.

8. **LIMITATION OF LIABILITY.** A. NEITHER CANON MEDICAL SYSTEMS NOR CUSTOMER WILL UNDER ANY CIRCUMSTANCES BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR EXEMPLARY DAMAGES OR ECONOMIC LOSS ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED IN THIS AGREEMENT, EVEN IF EITHER PARTY IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.

B. IN NO EVENT WILL CANON MEDICAL SYSTEMS' LIABILITY TO THE CUSTOMER (WHETHER BASED ON AN ACTION OR CLAIM IN CONTRACT, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE) ARISING OUT OF OR RELATING TO THE TRANSACTIONS CONTEMPLATED IN THIS AGREEMENT EXCEED THE AGGREGATE AMOUNT ACTUALLY PAID BY CUSTOMER TO CANON MEDICAL SYSTEMS UNDER THIS AGREEMENT. THE LIMITATION OF LIABILITY SET FORTH ABOVE WILL NOT APPLY TO CLAIMS FOR PERSONAL INJURY OR PROPERTY DAMAGE CAUSED BY EQUIPMENT DEFECTS.

9. **SECURITY INTEREST.** Canon Medical Systems hereby reserves and Customer grants to Canon Medical Systems a security interest pursuant to the Uniform Commercial Code, in and to the Equipment (and all products and proceeds of it) until full payment of the purchase price is received. In the event that Customer finances its acquisition of the Equipment through a lease, conditional sale contract, secured loan agreement or other financing agreement (collectively, "Lease") with Canon Medical Systems, then the security interest in the Equipment (and all products and proceeds thereof) shall secure all obligations of Customer due and to become due under the Lease.

10. **REMOVAL OF EQUIPMENT.** Until Canon Medical Systems has received full payment of the purchase price, Customer will not remove all or any part of the Equipment from Customer's premises, nor will Customer sell, lease, transfer or otherwise part with the possession of, or permit any lien or encumbrance to be placed on all or any part of the Equipment.

11. **TRADE-IN.** If this quotation includes the trade-in of Customer's existing equipment and the removal date of the trade-in equipment is delayed due to no fault of Canon Medical Systems or if the trade-in equipment is damaged or its condition deteriorates from the date of this quotation through the date of removal, Canon Medical Systems reserves the right to increase the pricing of the new equipment in an amount equal to the reduction in the resale price of the trade-in equipment. Customer must convey free and clear title to the trade-in equipment. If there are any liens or encumbrances on the trade-in equipment, Canon Medical Systems cannot accept the trade-in. Canon reserves the right to adjust trade-in values for equipment not removed by the agreed upon date. The trade-in equipment shall include any associated parts or accessories, included but not be limited to: backup software, manuals, service dongles, positioning pads, straps, CD's, chillers, coils, transducers, UPS systems, and other ancillary items. The trade-in equipment needs to be maintained to OEM specifications up until the time of removal and is subject to inspection by Canon or a Canon designated third party. Equipment must be available for inspection at least 30 days prior to removal. Customer is responsible for a clear removal path to include removal of any walls or doorways, if necessary, as well as responsible for removal of all patient information from the system prior to the removal date. **HARD DRIVES MUST BE INCLUDED, INTACT, FUNCTIONAL, AND IRREVERSABLY WIPED OF ALL DATA.** For CT system trade-ins: if the CT tube is replaced prior to removal of the CT system, the tube must either be documented as a new tube or documented used tube and less than 100k scan seconds, 40 million mAs, or 100k slices each. For MR system trade-ins: MRI cryogen level must be at a minimum of 70% at the time of removal. Equipment found to be performing below OEM specifications will be subject to a reduced trade-in amount.

12. **REMEDIES OF CANON MEDICAL SYSTEMS.** If Customer fails to make any payment when due under this Agreement, or becomes insolvent or makes an assignment for the benefit of creditors, or if a petition in Bankruptcy is filed by or against Customer, or if the financial responsibility of Customer becomes impaired, or if Customer otherwise breaches any of the terms and conditions of this Agreement, then Canon Medical Systems may, without prior notice or demand, defer shipments, cancel the balance of the order, suspend performance of any obligation (including without limitation, all obligations set forth under Limited Warranty And Remedy above), and/or take immediate possession of the Equipment delivered, until the full purchase price of the Equipment is paid by Customer or, at Canon Medical Systems' discretion, until security satisfactory to Canon Medical Systems is given by Customer. Any costs incurred by Canon Medical Systems as a result of suspending performance or repossession or collection will be payable by Customer. Canon Medical Systems may sell repossessed Equipment with proceeds to be applied to unpaid balance and expenses incurred in sale, repossession and collection. Customer will pay any remaining deficiency. Canon Medical Systems may exercise any other rights available to it by law.

13. **EXCUSED PERFORMANCES.** Except for Customer's payment obligations hereunder, neither party will be liable to the other for non-performance or delay in performance resulting directly or indirectly from any occurrences beyond such party's control, including without limitation, strikes or other labor troubles, acts of God, war, accidents, fires, floods, other catastrophes, inclement weather, transportation, delays caused by suppliers, or laws, regulations, or acts of any governmental agency.

14. **SOFTWARE.** All rights and interest in any software that may be furnished under this Agreement, and any updates and enhancements to it, will remain the property of Canon Medical Systems. Such software is being furnished to Customer under a non-exclusive license. Customer will not, or allow others to decompile, modify, copy, reproduce, or transcribe the software nor allow third parties to use the same without Canon Medical Systems' prior written consent. In the event a third party's software is furnished to Customer, Customer may be required to execute a software license agreement as requested by such third party as a condition to delivery and/or purchase of the third party's product. Canon Medical Systems will furnish Customer with a copy of such license agreement for its review and execution. In the event Customer sells the Equipment to a third party, the purchaser thereof will have the same rights and obligations with respect to any Canon Medical Systems software as Customer. Customer will need to make its own determination whether it needs to obtain any consent from a third party for non-Canon Medical Systems software. Any Canon Medical Informatics, Inc. products quoted herein are conditioned on and subject to the Software License located: <https://us.medical.canon/download/CMI-Capital-License-Agreement>. Any Dell, Inc. software, which may be imbedded in Canon products are conditioned and subject to the Software License located: https://i.dell.com/sites/csdocuments/Legal_Docs/en/us/reseller-terms-of-sale.pdf. Both the CMI and Dell licenses are incorporated herein by reference.

15. **CANCELLATION.** Customer may not cancel the order subject to this Agreement except with Canon Medical Systems' prior written consent. Canon Medical Systems will allow Customer to modify the product one time, as long as such request is approved by Canon Medical Systems in accordance with timeline below:

- a. CT: No later than 120 days before scheduled delivery date:
- b. MR: No later than 150 days before scheduled delivery date:
- c. VL: No later than 150 days before scheduled delivery date:
- d. XR (excluding Mobile XR): No later than 120 days before scheduled delivery date:

In the event of cancellation without Canon Medical Systems' written consent, Canon Medical Systems will be entitled to recover liquidated damages in an amount equal to twenty percent (20%) of the purchase price of the Equipment

16. **ASSIGNMENT.** Neither party may assign any of its obligations under this Agreement without the prior written consent of the other party. However, some of the obligations stated in this Agreement, such as the ones relating to installation of items not manufactured by Canon Medical Systems and the warranty thereof may be performed by Canon Medical Systems' contractors or suppliers.

17. **EXPORT REGULATIONS.** This Agreement involves products, and/or technical data that may be controlled under the U.S. Export Administration Regulations and may be subject to the approval of the U.S. Department of Commerce prior to export. Any export or re-export by Customer, directly or indirectly, in contravention of such Regulations is prohibited.

18. **ATTORNEY'S FEES . COSTS.** In the event of any legal proceeding involving any party to this Agreement against the other relating to the subject matter of this Agreement, the prevailing party in such proceeding will be entitled to recover reasonable attorney's fees, expert fees, and court costs against the non-prevailing party

19. **ACCEPTANCE BY CANON MEDICAL SYSTEMS.** This Quotation/Order will not be binding on Canon Medical Systems even if signed by a Canon Medical Systems' employee, until Customer's order for the Equipment is booked by Canon Medical Systems' Headquarter office.

20. **END USER CERTIFICATION.** Purchaser represents, warrants and covenants that it is acquiring the Products for its own end use and not for reselling, leasing or transferring to a third party (except for leaseback financing).

21. **CONFIDENTIALITY.** The parties agree that the use of the Equipment purchased and any associated output (including but not limited to binary data files) shall remain confidential between the parties and shall not be shared externally with any third party without the express written permission of Canon Medical Systems.

22. **ENTIRE AGREEMENT.** This quotation contains the entire agreement between the parties and supersedes all prior and contemporaneous agreements between the parties, whether oral or written, relating to its subject matter, including, without limitation, all different or additional terms and conditions which may be contained in Customer's bid documents, purchase order or any other documents furnished by Customer. The provisions of this Agreement may not be modified unless in writing and executed by both parties.

Imperial Valley Healthcare District DBA Pioneers Memorial Hospital

CONSENT AGENDA

BOARD MEETING DATE: 07/2026

SUBJECT: Purchase Ultrasound Canon Aplio i700.2

BACKGROUND: The current Canon A500 ultrasound system has reached end-of-life status and no longer meets the clinical and operational demands of our department. Upgrading to the Canon Aplio i700 will significantly improve image quality, enhance workflow efficiency, and support the delivery of high-quality patient care.

KEY ISSUES: Our existing system is limited by outdated technology, resulting in suboptimal image quality and restricting our ability to perform the full range of ultrasound procedures. The enhanced imaging capabilities, advanced software, and expanded clinical applications available with the Aplio i700 will improve diagnostic confidence, increase examination efficiency, and allow the department to expand its procedural offerings.

CONTRACT VALUE: Canon Aplio i700 Ultrasound Machine:
80% Upon Delivery: \$86,559.20
20% Upon Installation: \$21,639.80
Total Cost: \$108,199

CONTRACT TERM: PMH Foundation approved purchase. Total Cost: \$108,199

BUDGETED: Yes

BUDGET CLASSIFICATION: Operation

RESPONSIBLE ADMINISTRATOR: Carly Zamora / Derek Tapia

DATE SUBMITTED TO LEGAL: Not Submitted **REVIEWED BY LEGAL:** No
No change in language from the previous contract.

RECOMMENDED ACTION: Approve the purchase of a Canon Aplio i700 Ultrasound Unit. This upgrade will ensure the Radiology Department remains equipped with modern technology capable of meeting current clinical standards.

SPECIAL ITEM REQUISITION

DATE OF REQUEST	DEPARTMENT NAME	COST CENTER	EXP SUB ACCT	ORDER PLACED BY	PURCHASE ORDER NUMBER
7/1/2026	Ultrasound	7670		AG	
REQUISITIONED BY (Department Director Name)				DATE REQUIRED BY	PRICE QUOTED BY
Derek				ASAP	Paul Menth
VENDOR & PHONE NO.					REVIEWED BY
Canon					AG
WHY NEEDED?					
Replacing older Ultrasound Units					

QTY.	UNIT	VENDOR STOCK NO.	DESCRIPTION	ACTUAL PRICE	EXTENSION
1		APLIO-I700-	APLIO I700 PRISM GENERAL RADIOLOGY WORKFLOW	108199.00	108199.00
1		I700-GEN-RAD-PR	WORKFLOW ACCELERATOR PROMO		
1		PLI-1205BX/FS	LINEAR ARRAY TRANSDUCER (I18LX5)		
1		PLI-705BX/FS	MULTI FREQUENCY LINEAR ARRAY TRANSDUCER		
1		PVI-475BX/FS	CONVEX ARRAY TRANSDUCER (I8CX1)		
1		ENDO-AI700/4.100	EV/ER TRANSDUCER HOLDER KIT		
1		PVT-781VTE/FS	MULTI-FREQUENCY ENDOCAVITARY TRANSDUCER (11C3)		
1		UP-D898/ISERIES.100	DIGITAL GRAYSCALE PRINTER PACKAGE		
Reviewed By:				SUBTOTAL	108199.00
Bio.		Edu.		TAX	0.00
Phys		Env. Serv/Sec		FREIGHT	0.00
Dep.		Forms Committee		TOTAL	108,199.00
Nurs.		Main/Eng.			

Capital Budget Year _____ Line Number _____ Amount Budgeted _____

REQUISITIONED BY: _____ **SIGNATURE** *Derek TS* **DATE** 7/1/26
(Department Director Signature)

APPROVED BY: _____ **SIGNATURE** _____ **DATE** _____

Material Mgmt Director _____

IT _____

CNO/CCO _____

CFO \$5,000-\$25,000 _____

COO _____

CEO \$25,000-\$50,000 _____

Board Action/Approval _____ Date _____ Please attach minutes or agenda



CANON MEDICAL SYSTEMS USA, INC.

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QUOTATION/ORDER SUMMARY

DATE: 6/12/2026
SID #: 30104756
QUOTE #: 196550-3

PRESENTED TO:
IMPERIAL VALLEY HEALTHCARE DISTRICT
DBA PIONEERS MEMORIAL HOSPITAL
207 W LEGION RD
BRAWLEY, CA. 92227-7780

APLIO-ISERIES-I700.000
APLIO I700 ULTRASOUND SYSTEM

SPECIAL INFORMATION & TERMS

- **Aplio i700 Prism General Radiology Workflow Accelerator Package**
Longer exam times and sonographer shortages are the new normal. Let the Canon Aplio i700 help you accelerate your workflow, with confidence! You can rely on Canon's exceptional image quality and unique technologies to help you See More and Do More. Depth and detail, wider views, fewer keystrokes, Healthy Sonographer ergonomics for comfortable scanning, and loads of "Smart" tools designed to streamline and accelerate your workflow - now all in one bundle at a special promotional price! See complete package details below.

Aplio PRISM Edition promotional packages require the customer to take delivery by December 31, 2026. Additional transducers, features, and financing terms are available.

- If this quotation is not accepted by September 30, 2026, Canon Medical Systems USA, Inc. reserves the right to cancel this quotation.
- This quotation includes the deinstallation, removal, and trade-in of your current TRI-1164 / Canon TUS-A500/W1 W1C11Z2342 imaging system(s). The trade-in value is based on the expected removal date of no later than 09/10/2026 Canon reserves the right to adjust trade-in values for equipment not removed by the agreed upon date.

This quotation shall remain valid until September 30, 2026.

All prices are F.O.B. destination.

Payment terms are: Cash - 0% down payment, 80% upon shipment, 20% upon completion of installation and/or availability for first use, whichever is earlier. All invoice terms are net 30 days.

This quotation/order will be subject to and governed by the Agreement for Ultrasound equipment products between HealthTrust Purchasing Group and Canon Medical Systems USA, Inc., reference contract no. HPG-73599, effective June 1, 2025. Vendor

All information contained in this quotation is confidential and may not be disclosed to any third party without Canon Medical Systems' prior written consent.



CANON MEDICAL SYSTEMS USA, INC.

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represents and warrants that it will continue to support and provide Services to repair and maintain those Products that are Equipment for a minimum of ten (10) years from installation of such Product. In the event of a conflict between the Canon Medical Systems USA, Inc. Equipment terms and conditions and the (GPO) agreement, the (GPO) agreement shall control.

Please return signed quotation to Canon Medical Systems USA, Inc. by email OrderAdmin@us.medical.canon or fax 714-441-9320.

ACCEPTED AGREED AND ORDERED:

PURCHASER'S SIGNATURE/TITLE

DATE

CANON MEDICAL SYSTEMS REP

DATE



CANON MEDICAL SYSTEMS USA, INC.

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EQUIPMENT SUMMARY:

APLIO-ISERIES-I700.000

APLIO I700 ULTRASOUND SYSTEM

<u>PART NUMBER</u>	<u>QTY</u>	<u>DESCRIPTION</u>
APLIO-I700-GEN-RADIOLOGY-PR.100	1	APLIO I700 PRISM GENERAL RADIOLOGY WORKFLOW ACCELERATOR PACKAGE
	1	APLIO I700 ULTRASOUND IMAGING SYSTEM
	1	PROTOCOL ASSISTANT
	1	GEL WARMER
	1	INTERNAL WIRELESS LAN (FIPS 140-2 COMPLIANT)
	1	SMI ANGIO MODE KIT
	1	STRAIN ELASTOGRAPHY SOFTWARE
	1	SHEAR WAVE ELASTOGRAPHY (SWE)
	1	ATTENUATION IMAGING
	1	MULTI PARAMETRIC REPORT
I700-GEN-RAD-PR	1	WORKFLOW ACCELERATOR PROMO
	1	STANDARD APPLICATIONS TRAINING
PLI-1205BX/FS	1	LINEAR ARRAY TRANSDUCER (I18LX5)
PLI-705BX/FS	1	MULTI FREQUENCY LINEAR ARRAY TRANSDUCER (I11LX3)
PVI-475BX/FS	1	CONVEX ARRAY TRANSDUCER (I8CX1)
ENDO-AI700/4.100	1	EV/ER TRANSDUCER HOLDER KIT
	1	EV/ER TRANSDUCER HOLDER
PVT-781VTE/FS	1	MULTI-FREQUENCY ENDOCAVITARY TRANSDUCER (11C3)
UP-D898/ISERIES.100	1	DIGITAL GRAYSCALE PRINTER PACKAGE
	1	SONY DIGITAL GRAYSCALE PRINTER
	1	MOUNTING KIT FOR B/W PRINTER

TOTAL QUOTE PRICE

\$108,199.00

Applicable Sales Tax Additional



CANON MEDICAL SYSTEMS USA, INC.

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FINANCE OPTIONS:

Finance options are available through Canon Medical Finance USA, a program of Canon Medical Systems USA, Inc.

CANON MEDICAL FINANCE USA OFFERINGS:

- Fair Market Value, \$1.00 Buy Out (Lease to Own), and Loan structures
- Finance terms ranging from 12 months to 84 months
- Financing for 3rd party assets (including, but not limited to leasehold improvements & I.T.)

CANON MEDICAL FINANCE USA BENEFITS:

- No progress payments. Payments begin after delivery and installation
- Upgrades to the current technology platform can be financed.
- Flexible finance structures, such as deferred payments, tiered repayments, and bridge financing, to meet cash flow needs

Finance options are subject to credit underwriting, approval, and a fully executed contract.

For more information, please contact Trish Malone, Sr. Dir. Financial Programs at:

tmalone@us.medical.canon or visit us at <https://us.medical.canon/service-and-support/financial-programs/>



CANON MEDICAL SYSTEMS USA, INC.

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COMPONENT SUMMARY:

<u>PART NUMBER</u>	<u>QTY</u>	<u>DESCRIPTION</u>
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APLIO-I700-GEN-RADIOLOGY-PR.100	1	APLIO I700 PRISM GENERAL RADIOLOGY WORKFLOW ACCELERATOR PACKAGE
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Part of Canon Medical Systems' ultra-premium i-Series, the Aplio™ i700 PRISM Edition ultrasound system provides a wide range of clinical capabilities, making it a comprehensive solution for a wide range of clinical targets with consistent, robust performance. Powerful iBeam+ imaging technology and intelligent AI-enabled applications and workflows allow the user to gain even more confident clinical insights through consistent and efficient performance. The improved bandwidth and processing power of the iBeam+ beamformer results in images with better penetration and detail resolution, so you can see more.

Aplio i-series Prism Edition's design can help Sonographers scan more comfortably and boost productivity in daily routine as well as more complex cases. Aplio's system console is fully adjustable for seated or standing use and easily accommodates a variety of users. The rotating user interface allows alignment of elbow, wrist & trackball in an ergonomically sound and patient-engaging position. The system continues and extends Canon Medical Systems' industry-first imaging and visualization capabilities and delivers exceptional image quality with sophisticated ergonomics that elevate efficiency to higher levels.

STANDARD COMPONENTS

- Aplio i700 Ultrasound Imaging System with iBeam+ beamformer technology, is up to 4 times faster than non Prism version's hardware to provide sharper images with better penetration and thus optimal, more robust results for higher clinical confidence.
- High definition 23" LCD monitor with articulated arm and handle
- 12.1" Programmable, touch-command screen with 3-section design allowing easy and intuitive access to all controls via a simple swipe
- Electric Lift for easy up/down of the control panel
- Protocol Assistant for an automatic execution of user-programmable imaging sequences, including measurements and labelling
- 4D hardware. Permits select standard transducers to be used for freehand 3D, giving access to volume imaging without the need to purchase further software or hardware, and allowing visualization of areas of interest without the need for mechanical 4D transducers.
- Four active transducer ports for convenient transducer access
- Six transducer holders
- Windows 10, maintaining up-to-date cyber security
- DICOM
- OBR (On-Board Reporting) for OB

- Built-in DVD/CD drive with writer
- Up to 5 USB Ports (including USB 3.0)
- Raw data capabilities. Multiple parameters can be adjusted (including common modes like 2D and Color) as well as annotations and measurements. This may be done at any time, both during the exam for immediate correction, as well as in the days after the patient has left.
- Large capacity Cine Memory
- Scan depth of up to 50 cm (transducer dependent). The depth of 50 cm is industry-leading and allows penetration for large patients
- Dynamic Micro Slice – enables optional iDMS transducers to be used. These are often '2-in-1' transducers, covering the frequency bandwidth of 2 standard transducers which can help reduce examination time, as well as reduce costs
- Multiplexing kit – enables optional Quad View for CHI, Quad View for SWE, Shadow Glass, Smart Sensor 3D, Multi-reflection Canceller and iDMS. The sophisticated architecture in the Multiplexing kit helps drive the high speed processing of the very large data volumes provided using the i700. It also allows for multiple display options, such as providing 4-in-1 screens for viewing several imaging views at a single glance
- Software STC for depth as well as lateral gain adjustment. The ability to have lateral gain as well as the more common depth gain allows individual adjustment in areas that may be difficult to assess due to variations in attenuation across the image.
- Security Management Kit. In this age of ever increasing security risks, this may be used to provide various options for authentication of users, auditing, and allowing automatic de-identification of images. The antivirus software permits only registered executable files to be executed, preventing execution of malware. No Canon Ultrasound systems have been hacked in any of the recent cybersecurity breaches while protected under Canon's cybersecurity practices.
- Internal wireless communication, which is FIPS 140-2 certified ensuring the highest level of encryption using WPA2 Enterprise
- Gel Warmer

STANDARD IMAGING FEATURES

- ApliPure+™ - enhances the display of boundaries between tissues and reduces speckle noise and acoustic shadows, when used in conjunction with iBeam+, ApliPure+ improves B-mode imaging frame rates by up to 187% (>2.5X).
- Advanced Dynamic Flow™ (ADF) - enables blood flow imaging with detailed visualization and high frame rate
- Full Focus with iBeam+ function enables clear, uniform images from near and to far field without the need for focus adjustments. With fewer application steps and greater uniformity, this can be particularly useful to help shorten exam times.
- Auto-Intima Media Thickness (A-IMT)

- Biopsy Enhance Auto Mode (BEAM) – enhances visualization of the needle during linear transducer biopsies
- Differential Tissue Harmonic Imaging (D-THI) – simultaneously transmits two frequencies for better spatial resolution and penetration
- Precision Imaging - assists in reducing noise and speckle in the image and increases the visibility of tissue
- Tissue Doppler Imaging (TDI)
- Trapezoid Imaging
- Ultra Wide View - Canon's unique technology of Ultra Wide View enables the user to image more anatomy in one view, providing more information and perspective in a single image, while still maintaining high image quality.
- Tissue Specific Optimization (TSO) – adjusts for differing speeds of sound from tissue of various acoustic characteristics especially in breast imaging
- Quick Scan – automatic, real-time, adjustment of gain and TGC in 2D and spectral Doppler
- Smart 3D – Internal hardware to enable Smart 3D external hardware and additional software
- Vascularity Index – Displays multiple parameters for a Power/SMI image such as number of pixels, and the ratio in the Power/ SMI image and within the ROI
- Superb Micro-vascular Imaging (SMI) –Enhances the visualization of slow and microvascular flow (at high resolution and in both monochrome 'subtraction' and various color map displays) for assessment of all vascularity, but especially very fine vessels or in cases with very slow flow, that are not usually seen with color Doppler
- SMI G4 - expands the range of visible blood flow to visualize ultra-low to high speed blood flow with reduced clutter, reduced flash artifact, less noise and high sensitivity.
- Tissue Harmonic Imaging (THI)

Connectivity

Extensive communication and data management capabilities enable seamless integration into hospital and research environments including the following DICOM functions:

- DICOM data type
 - US Image (still image)
 - US Multi Frame (dynamic image)
 - SC Image (storage in a separate file)
 - Enhanced US Volume (Volume data image)
 - Structured Report (measurement result information)
- Server connection
 - Storage (Server/Media)
 - MWM (Modality Worklist Management)
 - MPPS (Modality Performed Procedure Step)
- Storage function

- Storage Commitment
 - Query/retrieve
- Standard conformity check function
 - Verification (export/import)
- Print function
 - DICOM Print

Cybersecurity

- Windows 10 OS with Microsoft support for patches/updates
- Windows firewall configuration
- Password authentication for users, auditors, administrators and service access
- McAfee® Solidifier, a whitelist antivirus software for endpoint protection
- Follows NIST 800:37 Risk Management Framework (RMF)

Optional features at additional cost:

- ApliGate kit – collaboration tool that allows users to share images from the ultrasound system to a connected personal computer. Images transmitted using ApliGate can be de-identified according to HIPAA guidelines to remove protected health information (PHI).

APPLICATIONS SUPPORT

Developed with customer input, Canon Medical Systems' innovative support programs have resulted in increased customer satisfaction. These include the following:

Technical Assistance

Customer support specialists are available 24/7 to help resolve technical issues in real time. Application support specialists are also available to assist staff with protocol and image-quality issues.

Local Customer Teams

A single call mobilizes a local team of Canon Medical Systems customer engineers. With an average of 10 years of Canon Medical Systems experience and 105 hours of specialized training per team member, they can resolve almost any performance issue.

Parts Support

A complete inventory of product parts is ready for shipment when and where they are needed, any time of day or night.

1 APLIO I700 ULTRASOUND IMAGING SYSTEM**1 PROTOCOL ASSISTANT**

A sequence of operations is registered, and each operation is executed by single switch operation. Enables automated workflow when performing complex ultrasound exams. Featuring one-click operation, Protocol Assistant helps increase consistency and maintain standards from start-to-finish and patient-to-patient.

1 GEL WARMER**1 INTERNAL WIRELESS LAN (FIPS 140-2 COMPLIANT)**

Internal Wireless Lan (FIPS 140-2 Compliant)

Intel chipset with Wi-Fi 6 certification

Dual band 2.4Ghz/5Ghz

FIPS 140-2 & FISMA security compliance

2x2 MU-MIMO technology

WPA, WPA2 & WPA3 – Wi-Fi Protected Access Standard security protocol

1 SMI ANGIO MODE KIT

SMI Angio - Confident evaluation of tissue vascularity and low flow vasculature with improved visualization of microvascular flow and fine, closely spaced vessels.

1 STRAIN ELASTOGRAPHY SOFTWARE

The kit enables Elastography.

1 SHEAR WAVE ELASTOGRAPHY (SWE)

This kit allows tissue stiffness to be visualized by generating images that show shear wave propagation.

1 ATTENUATION IMAGING

This kit enables visualization of ultrasound frequency-dependent attenuation coefficient within tissue.

Prerequisite: Aplio iSeries i800, i900 V3.1 or later is required.

Prerequisite: Aplio iSeries i600, i700 V4 or later is required.

Prerequisite: Aplio aSeries a550 V2.0 or later is required.

1 MULTI PARAMETRIC REPORT

This kit enables a combined report for multiple liver imaging applications (Shear wave Elastography, Dispersion Imaging* and Attenuation Imaging) as well as custom measurements (e.g., blood test values, BMI, abdominal

wall thickness). Results are graphically presented within the Shear wave reporting package for easy visualization of all chosen parameters on a single view.

Prerequisite:

Aplio i800, i900 V3.1 or higher. Aplio i700 V5.1 or higher

**Dispersion imaging available only with Aplio i800, i900*

1 WORKFLOW ACCELERATOR PROMO

1 STANDARD APPLICATIONS TRAINING

Training

Included with the purchase of Aplio is training conducted by Canon Medical Systems applications specialists registered with the American Registry of Diagnostic Medical Sonographers (ARDMS).

Training includes:

- Two days of on-site applications training
- One day of on-site follow-up applications training
- Free access to www.healthysonographer.com website for the latest information on how to optimize your scanning environment and minimize your risk of WRMSDs, particularly using Canon systems (the Healthy Sonographer Platform™).
- Optional on-site HealthySonographer Certification program (additional cost)

The training is offered to the Customer at no charge, providing that it is completed no later than one (1) year after the warranty start date.

Additional On-Site Training

Available for purchase.

PLI-1205BX/FS

1 LINEAR ARRAY TRANSDUCER (I18LX5)

Model: PLI-1205BX

Imaging Frequencies: 4.0 – 18.0MHz

Footprint/Curvature: Approx. 46mm

Use: Small parts, MSK, peripheral vascular

Biopsy kit/adapter: 680-139, 680-138, 610-608, 680-149, 680-148, 610-1500, 680-132, 680-133, 610-1017, 610-1018, 610-1019

Reusable biopsy adapter: N/A

Fusion adapter: UAFS-008A

Prerequisite: Aplio i-series V1.0 or later (i700, i800, i900)

PLI-705BX/FS

1 MULTI FREQUENCY LINEAR ARRAY TRANSDUCER (I11LX3)

Model: PLI-705BX

Imaging Frequencies: 3.5 – 8.5MHz

Footprint/Curvature: Approx. 46mm
Use: Peripheral vascular, Small parts, MSK
Biopsy kit/adapter: 680-150, 680-151, 610-1500
Reusable biopsy adapter: N/A
Fusion adapter: UAFS-008A

Prerequisite: Aplio i-series V2.0 or later (i700, i800, i900)

PVI-475BX/FS	1 CONVEX ARRAY TRANSDUCER (I8CX1) Model: PVI-475BX Imaging Frequencies: 1.8 – 6.2MHz Footprint/Curvature: Approx. 50mm Field of View: Approx. 70 degrees Use: Abdominal, fetal, pediatric Biopsy kit/adapter: 680-143, 680-142, 610-608, 680-153, 680-152, 610-1500 Reusable biopsy adapter: N/A Fusion adapter: UAFS-007A (included with UIFR-AI900A)
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Prerequisite: Aplio i-series V1.0 or later (i700, i800, i900)

ENDO-AI700/4.100	1 EV/ER TRANSDUCER HOLDER KIT 1 EV/ER TRANSDUCER HOLDER EV/ER Transducer Holder for Aplio iSeries. Adds a dedicated holder for endocavitary transducers.
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PVT-781VTE/FS	1 MULTI-FREQUENCY ENDOCAVITARY TRANSDUCER (11C3) Model: PVT-781VTE Imaging Frequencies: • i-series: 3.6 – 10.5 MHz • Aplio 300/500: 3.0 – 11.0 MHz Footprint/Curvature: Approx. 10mm Field of View: Approx. 180 degrees Use: Transvaginal uterus, ovary Biopsy kit/adapter: 680-121 Reusable biopsy adapter: UAGV-035A Fusion adapter: UAFS-006A
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Prerequisite:
Aplio i-series V1.0 or later (i700, i800, i900), i600 V2.0 or later
Aplio 300/500 V6.0 or later

UP-D898/ISERIES.100	1 DIGITAL GRAYSCALE PRINTER PACKAGE 1 SONY DIGITAL GRAYSCALE PRINTER
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CANON MEDICAL SYSTEMS USA, INC.

Made For life

Monochrome black and white printer incorporates a USB 2.0 interface for easy integration to digital ultrasound systems.

1 MOUNTING KIT FOR B/W PRINTER



CANON MEDICAL SYSTEMS USA, INC.

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PRODUCT WARRANTY AND SERVICE COVERAGE

SYSTEM WARRANTY TERMS

Canon Medical Systems warrants that the Equipment will be free from defects in material and workmanship, for the duration and subject to the terms and conditions stated below. Any part furnished to Customer during the warranty period (stated in the table below) to correct a warranty failure will be warranted to the extent of the unexpired term of the warranty applicable to the Equipment.

The warranty period will commence on the date the installation of the product is complete. Notwithstanding the foregoing, in the event that the installation of the product is delayed for a total of thirty (30) days or more from the date of delivery for any reason or reasons for which Canon Medical Systems is not responsible, the warranty period for such product may, at Canon Medical Systems' option, commence on the thirtieth (30th) day from the date such product is delivered to Customer.

WARRANTY EXCLUSIONS

Warranty coverage does not include any defect which results, in whole or in part, from (1) negligent storage or handling of the product by Customer, its employees, agents, or contractors, (2) failure of Customer to prepare the site or provide power requirements or operating environmental conditions in compliance with any applicable instructions or recommendations of Canon Medical Systems, (3) absence of any product, component, or accessory recommended by Canon Medical Systems but omitted at Customer's direction, (4) any design, specification or instruction furnished by Customer, its employees, agents, or contractors, (5) any alteration of the product by persons other than Canon Medical Systems, (6) combining Canon Medical Systems' product with any product furnished by others that is not approved by Canon Medical Systems, (7) combining incompatible products of Canon Medical Systems, without Canon Medical Systems' prior approval, (8) improper use of the product, improper maintenance of the product by a party other than Canon Medical Systems, or failure to comply with any applicable instructions or recommendations of Canon Medical Systems, or (9) acts of God, fires, floods, strikes or other labor disturbances, or other causes beyond the reasonable control of Canon Medical Systems.

Canon Medical Systems does not warrant any products not manufactured by Canon Medical Systems such as, without limitation, monitors, and computer equipment. Such items will be furnished subject only to the manufacturer's warranty, if any, and without any warranty whatsoever by Canon Medical Systems.

Warranty coverage also excludes consumables, including but not limited to accessories, batteries, storage media, power units, and printer consumables.

REMEDIES

If Canon Medical Systems determines that any product fails to meet the above-mentioned warranty during the applicable warranty period, Canon Medical Systems will correct any such failure by either, at its option, repairing, adjusting, or replacing without charge to Customer any defective or nonconforming parts of the product. Canon Medical Systems will have the option to furnish either new or remanufactured replacement parts or assemblies. However, remanufactured parts will meet the manufacturer's specifications for new components as of the date of completion of installation. All defective parts replaced by Canon Medical Systems will become the property of Canon Medical Systems.

SOFTWARE UPDATES

Canon Medical Systems will furnish to Customer, free of charge for the life of the Equipment, all Canon Medical Systems software or hardware upgrades to the Equipment purchased by Customer, which are intended to correct a safety risk. Software updates offering enhancements to previously purchased software features will be provided during the term of the warranty, if they do not require hardware modifications or additions. Software upgrades providing new features or capabilities not originally purchased, will be made available for purchase by Customer upon request when compatible with the originally purchased hardware. Canon Medical Systems retains the sole right to determine whether a software release is considered an update or an upgrade for which Customer will be charged. The above items will be performed only during the Covered Hours stated in the warranty. Service required outside these hours will be billed at Canon Medical Systems' differential rates in effect at the time such items are provided to Customer.

WARRANTY SERVICE

Warranty service during the applicable warranty period will be performed without charge to Customer during Canon Medical Systems' normal business hours, Monday through Friday, excluding Canon Medical Systems holidays. Subject to the availability of personnel, after-hours service is available upon request at an additional charge.

Customer must promptly notify Canon Medical Systems within the applicable warranty period of any defect that is covered by the warranty, and make the Equipment promptly available for repair and maintenance.

DISCLAIMERS AND LIMITATIONS ON LIABILITY

Canon Medical Systems' obligations stated above will be Customer's sole and exclusive remedy for a breach of the warranty set forth above. SUCH WARRANTY WILL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Canon Medical Systems does not warrant that the operation of the Equipment will be uninterrupted.

WARRANTIES BY PRODUCT LINE

ITEM TYPE	ULTRASOUND
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EQUIPMENT	12 Months
ACCESSORY OPTIONS	6 Months
REPLACEMENT & OPTIONAL PARTS*	90 Days
UPGRADE COMPONENTS	12 Months
TRANSDUCERS	12 Months

* The above 90-day period applies only to parts that are not furnished pursuant to a warranty repair for the Equipment. Any part furnished to Customer during the warranty period to correct a warranty failure will be warranted to the extent of the unexpired term of the warranty applicable to the System.

TERMS AND CONDITIONS OF SALE

1. **TITLE AND RISK OF LOSS.** Title and risk of loss to the Equipment purchased under this Agreement will pass to Customer: (a) if Canon Medical Systems is to provide installation, upon Canon Medical Systems' completion of installation, or (b) if Canon Medical Systems will not provide installation, upon delivery by Canon Medical Systems to Customer.

2. **TERMS OF PAYMENT.** Prices stated are F.O.B. Customer's facility. All taxes which are payable by Canon Medical Systems in connection with the sale, use, or possession of the Equipment (excluding income taxes), will be paid by Customer in addition to the quoted price. Terms of payment will be as stated in the first page of this Quotation. All invoices paid after due date will be assessed a late payment charge of the lesser of 1 1/2% per month or the maximum rate permitted by law.

3. **DELAYS.** If Customer changes the scheduled delivery date during the period of 120 days preceding the delivery date, Customer will nevertheless pay the installment of the purchase price which would have been payable upon delivery, on the Scheduled Delivery Date as if delivery had been made on such date. In addition, Customer will pay all extra costs incurred by Canon Medical Systems as a result of such delay, including, without limitation, storage and transportation. Storage fees will be charged at commercially comparable rates for storage on Canon Medical Systems' site. If delivery is delayed by 12 months or more from the Scheduled Delivery Date, except through the fault of Canon Medical Systems, the price set forth in this Agreement may be increased by Canon Medical Systems to a level equal to the prevailing price in effect at the time of the revised delivery date.

4. **EQUIPMENT INSTALLATION.** Canon Medical Systems will provide, at no additional cost, standard labor and rigging services to unload the Product from the transport vehicle and move to the final position. The shoring of floors, the widening of doorways, and other nonstandard rigging requirements will be negotiated between the Canon Medical Systems and Customer separately if it is determined they are required. Canon Medical Systems will install all Equipment purchased under this Agreement and connect them to existing power and/or plumbing lines at no additional charge to Customer. Customer will be responsible for electrical wiring, plumbing, carpentry, plastering, painting, or all other site preparation required prior to installation and connection of the Equipment by Canon Medical Systems. Customer will provide space at the installation site for the safe storage of Canon Medical Systems' tools, test equipment and other materials used for installation at no charge to Canon Medical Systems. Customer shall, at its cost, obtain all permits and licenses required by governmental authorities in connection with the installation and operation of the Equipment. Customer acknowledges that the System and Software are designed to operate within certain power, temperature, airborne contamination, and humidity ranges. Customer will be responsible for, without limitation: (i) preparing and maintaining the Customer facility in conformance with the Site Preparation Guide; (ii) maintaining its network infrastructure; (iii) providing Canon Medical Systems, access to a network connection in or near the area of the System being serviced by the equipment service staff; and (iv) supplying computer grade AC power. The Equipment relies upon a stable grounded connection to the main power grid in order to function effectively. Customer acknowledges that AC power supply quality may be a problem in old facilities or in those facilities receiving poor quality utility service and that power conditioning may be necessary in such cases.

5. **EQUIPMENT OPERATION.** Customer agrees that all Equipment purchased under this Agreement will be operated exclusively by duly qualified technicians and/or medical doctors in a safe and reasonable manner in accordance with Canon Medical Systems' written instructions, applicable laws and regulations, and for the purposes for which such Equipment was intended.

6. **LIMITED WARRANTY AND REMEDY.** A. For the warranty period described below by product, Canon Medical Systems, as its only obligation, will replace or repair, without charge to Customer during Canon Medical Systems' normal working hours (if Customer requests warranty service outside such hours, Customer will pay overtime premium for labor), any component of the Equipment that is defective in materials or workmanship, provided such defect is reported to Canon Medical Systems within the warranty period. Canon Medical Systems' warranty period is as follows: (a) Systems and Major Components - one year from date of completion of installation; (b) Accessories/Options (except glassware) - six months from date of completion of installation. Components not manufactured by Canon Medical Systems will be furnished subject only to the manufacturer's warranty, if any, and without any warranty whatsoever by Canon Medical Systems. During the warranty period, Canon Medical Systems will furnish free of charge any parts, including software required to correct any defect in the Equipment or as required under applicable laws.

B. Canon Medical Systems does not warrant that the operation of the Equipment of the System will be uninterrupted. All defective parts replaced by Canon Medical Systems will become the property of Canon Medical Systems. Replacement parts may be re-manufactured. However, such parts will meet the manufacturer's specifications for new components as of the date of completion of installation. CANON MEDICAL SYSTEMS' OBLIGATION TO REPAIR OR REPLACE DEFECTIVE PARTS OR SOFTWARE WILL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR A BREACH OF THE WARRANTY SET IN THIS AGREEMENT. SUCH WARRANTY WILL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The warranty set forth in this Agreement will not apply to, and Canon Medical Systems will not be liable for any defects resulting from misuse, repairs performed by unauthorized third parties, accidents, acts of God, or neglect of anyone other than Canon Medical Systems.



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7. **LATEST HARDWARE AND SOFTWARE AT TIME OF DELIVERY.** Canon Medical Systems agrees that the Equipment ordered by Customer will, at the time of delivery to Customer, contain, at no additional charge to Customer, the latest hardware and software manufactured by Canon Medical Systems for such Equipment that are commercially available in the United States and which are provided as part of Canon Medical Systems' standard configuration for such Equipment at the time of delivery. This commitment applies only to components and not an upgrade to the entire system. Furthermore, it is limited to hardware and software that (a) have been ordered by Customer, and not any optional or other items that were not ordered by Customer, and (b) are cleared by the FDA as of the date of delivery of the Equipment. This clause does not apply to Assure, Demonstration or Used Equipment.

8. **LIMITATION OF LIABILITY.** A. NEITHER CANON MEDICAL SYSTEMS NOR CUSTOMER WILL UNDER ANY CIRCUMSTANCES BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR EXEMPLARY DAMAGES OR ECONOMIC LOSS ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED IN THIS AGREEMENT, EVEN IF EITHER PARTY IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.

B. IN NO EVENT WILL CANON MEDICAL SYSTEMS' LIABILITY TO THE CUSTOMER (WHETHER BASED ON AN ACTION OR CLAIM IN CONTRACT, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE) ARISING OUT OF OR RELATING TO THE TRANSACTIONS CONTEMPLATED IN THIS AGREEMENT EXCEED THE AGGREGATE AMOUNT ACTUALLY PAID BY CUSTOMER TO CANON MEDICAL SYSTEMS UNDER THIS AGREEMENT. THE LIMITATION OF LIABILITY SET FORTH ABOVE WILL NOT APPLY TO CLAIMS FOR PERSONAL INJURY OR PROPERTY DAMAGE CAUSED BY EQUIPMENT DEFECTS.

9. **SECURITY INTEREST.** Canon Medical Systems hereby reserves and Customer grants to Canon Medical Systems a security interest pursuant to the Uniform Commercial Code, in and to the Equipment (and all products and proceeds of it) until full payment of the purchase price is received. In the event that Customer finances its acquisition of the Equipment through a lease, conditional sale contract, secured loan agreement or other financing agreement (collectively, "Lease") with Canon Medical Systems, then the security interest in the Equipment (and all products and proceeds thereof) shall secure all obligations of Customer due and to become due under the Lease.

10. **REMOVAL OF EQUIPMENT.** Until Canon Medical Systems has received full payment of the purchase price, Customer will not remove all or any part of the Equipment from Customer's premises, nor will Customer sell, lease, transfer or otherwise part with the possession of, or permit any lien or encumbrance to be placed on all or any part of the Equipment.

11. **TRADE-IN.** If this quotation includes the trade-in of Customer's existing equipment and the removal date of the trade-in equipment is delayed due to no fault of Canon Medical Systems or if the trade-in equipment is damaged or its condition deteriorates from the date of this quotation through the date of removal, Canon Medical Systems reserves the right to increase the pricing of the new equipment in an amount equal to the reduction in the resale price of the trade-in equipment. Customer must convey free and clear title to the trade-in equipment. If there are any liens or encumbrances on the trade-in equipment, Canon Medical Systems cannot accept the trade-in. Canon reserves the right to adjust trade-in values for equipment not removed by the agreed upon date. The trade-in equipment shall include any associated parts or accessories, included but not be limited to: backup software, manuals, service dongles, positioning pads, straps, CD's, chillers, coils, transducers, UPS systems, and other ancillary items. The trade-in equipment needs to be maintained to OEM specifications up until the time of removal and is subject to inspection by Canon or a Canon designated third party. Equipment must be available for inspection at least 30 days prior to removal. Customer is responsible for a clear removal path to include removal of any walls or doorways, if necessary, as well as responsible for removal of all patient information from the system prior to the removal date. HARD DRIVES MUST BE INCLUDED, INTACT, FUNCTIONAL, AND IRREVERSABLY WIPE OF ALL DATA. For CT system trade-ins: if the CT tube is replaced prior to removal of the CT system, the tube must either be documented as a new tube or documented used tube and less than 100k scan seconds, 40 million mAs, or 100k slices each. For MR system trade-ins: MRI cryogen level must be at a minimum of 70% at the time of removal. Equipment found to be performing below OEM specifications will be subject to a reduced trade-in amount.

12. **REMEDIES OF CANON MEDICAL SYSTEMS.** If Customer fails to make any payment when due under this Agreement, or becomes insolvent or makes an assignment for the benefit of creditors, or if a petition in Bankruptcy is filed by or against Customer, or if the financial responsibility of Customer becomes impaired, or if Customer otherwise breaches any of the terms and conditions of this Agreement, then Canon Medical Systems may, without prior notice or demand, defer shipments, cancel the balance of the order, suspend performance of any obligation (including without limitation, all obligations set forth under Limited Warranty And Remedy above), and/or take immediate possession of the Equipment delivered, until the full purchase price of the Equipment is paid by Customer or, at Canon Medical Systems' discretion, until security satisfactory to Canon Medical Systems is given by Customer. Any costs incurred by Canon Medical Systems as a result of suspending performance or repossession or collection will be payable by Customer. Canon Medical Systems may sell repossessed Equipment with proceeds to be applied to unpaid balance and expenses incurred in sale, repossession and collection. Customer will pay any remaining deficiency. Canon Medical Systems may exercise any other rights available to it by law.

13. **EXCUSED PERFORMANCES.** Except for Customer's payment obligations hereunder, neither party will be liable to the other for non-performance or delay in performance resulting directly or indirectly from any occurrences beyond such party's control, including without limitation, strikes or other labor troubles, acts of God, war, accidents, fires, floods, other catastrophes, inclement weather, transportation, delays caused by suppliers, or laws, regulations, or acts of any governmental agency.

14. **SOFTWARE.** All rights and interest in any software that may be furnished under this Agreement, and any updates and enhancements to it, will remain the property of Canon Medical Systems. Such software is being furnished to Customer under a non-exclusive license. Customer will not, or allow others to decompile, modify, copy, reproduce, or transcribe the software nor allow third parties to use the same without Canon Medical Systems' prior written consent. In the event a third party's software is furnished to Customer, Customer may be required to execute a software license agreement as requested by such third party as a condition to delivery and/or purchase of the third party's product. Canon Medical Systems will furnish Customer with a copy of such license agreement for its review and execution. In the event Customer sells the Equipment to a third party, the purchaser thereof will have the same rights and obligations with respect to any Canon Medical Systems software as Customer. Customer will need to make its own determination whether it needs to obtain any consent from a third party for non-Canon Medical Systems software. Any Canon Medical Informatics, Inc. products quoted herein are conditioned on and subject to the Software License located: <https://us.medical.canon/download/CMI-Capital-License-Agreement>. Any Dell, Inc. software, which may be imbedded in Canon products are conditioned and subject to the Software License located: https://i.dell.com/sites/csdocuments/Legal_Docs/en/us/reseller-terms-of-sale.pdf. Both the CMI and Dell licenses are incorporated herein by reference.

15. **CANCELLATION.** Customer may not cancel the order subject to this Agreement except with Canon Medical Systems' prior written consent. Canon Medical Systems will allow Customer to modify the product one time, as long as such request is approved by Canon Medical Systems in accordance with timeline below:

- a. CT: No later than 120 days before scheduled delivery date:
- b. MR: No later than 150 days before scheduled delivery date:
- c. VL: No later than 150 days before scheduled delivery date:
- d. XR (excluding Mobile XR): No later than 120 days before scheduled delivery date:

In the event of cancellation without Canon Medical Systems' written consent, Canon Medical Systems will be entitled to recover liquidated damages in an amount equal to twenty percent (20%) of the purchase price of the Equipment

16. **ASSIGNMENT.** Neither party may assign any of its obligations under this Agreement without the prior written consent of the other party. However, some of the obligations stated in this Agreement, such as the ones relating to installation of items not manufactured by Canon Medical Systems and the warranty thereof may be performed by Canon Medical Systems' contractors or suppliers.

17. **EXPORT REGULATIONS.** This Agreement involves products, and/or technical data that may be controlled under the U.S. Export Administration Regulations and may be subject to the approval of the U.S. Department of Commerce prior to export. Any export or re-export by Customer, directly or indirectly, in contravention of such Regulations is prohibited.

18. **ATTORNEY'S FEES . COSTS.** In the event of any legal proceeding involving any party to this Agreement against the other relating to the subject matter of this Agreement, the prevailing party in such proceeding will be entitled to recover reasonable attorney's fees, expert fees, and court costs against the non-prevailing party

19. **ACCEPTANCE BY CANON MEDICAL SYSTEMS.** This Quotation/Order will not be binding on Canon Medical Systems even if signed by a Canon Medical Systems' employee, until Customer's order for the Equipment is booked by Canon Medical Systems' Headquarter office.

20. **END USER CERTIFICATION.** Purchaser represents, warrants and covenants that it is acquiring the Products for its own end use and not for reselling, leasing or transferring to a third party (except for leaseback financing).

21. **CONFIDENTIALITY.** The parties agree that the use of the Equipment purchased and any associated output (including but not limited to binary data files) shall remain confidential between the parties and shall not be shared externally with any third party without the express written permission of Canon Medical Systems.

22. **ENTIRE AGREEMENT.** This quotation contains the entire agreement between the parties and supersedes all prior and contemporaneous agreements between the parties, whether oral or written, relating to its subject matter, including, without limitation, all different or additional terms and conditions which may be contained in Customer's bid documents, purchase order or any other documents furnished by Customer. The provisions of this Agreement may not be modified unless in writing and executed by both parties.

Imperial Valley Healthcare District DBA Pioneers Memorial Hospital

CONSENT AGENDA

BOARD MEETING DATE: 07/2026

SUBJECT: Purchase Ultrasound Canon Aplio i700.3

BACKGROUND: The PMH Women's Clinic GE Volson ultrasound system has reached end-of-life status and no longer meets the clinical and operational demands of our department. Upgrading to the Canon Aplio i700 will significantly improve image quality, enhance workflow efficiency, and support the delivery of high-quality patient care.

KEY ISSUES: Our existing system is limited by outdated technology, resulting in suboptimal image quality and restricting our ability to perform the full range of ultrasound procedures. The enhanced imaging capabilities, advanced software, and expanded clinical applications available with the Aplio i700 will improve diagnostic confidence, increase examination efficiency, and allow the department to expand its procedural offerings.

CONTRACT VALUE: Canon Aplio i700 Ultrasound Machine:
80% Upon Delivery: \$75,808.00
20% Upon Installation: \$18,952.00
Total Cost: \$94,760.00

CONTRACT TERM: PMH Foundation approved purchase. Total Cost: \$94,760

BUDGETED: Yes

BUDGET CLASSIFICATION: Operation

RESPONSIBLE ADMINISTRATOR: Carly Zamora / Derek Tapia

DATE SUBMITTED TO LEGAL: Not Submitted **REVIEWED BY LEGAL:** No
No change in language from the previous contract.

RECOMMENDED ACTION: Approve the purchase of a Canon Aplio i700 Ultrasound Unit. This upgrade will ensure the PMH Women's Clinic remains equipped with modern technology capable of meeting current clinical standards.

SPECIAL ITEM REQUISITION

DATE OF REQUEST	DEPARTMENT NAME	COST CENTER	EXP SUB ACCT	ORDER PLACED BY	PURCHASE ORDER NUMBER
7/1/2026	Ultrasound	7670		AG	
REQUISITIONED BY (Department Director Name)				DATE REQUIRED BY	PRICE QUOTED BY
Derek				ASAP	Paul Menth
VENDOR & PHONE NO.					REVIEWED BY
Canon					AG
WHY NEEDED?					
Replacing older Ultrasound Units					

QTY.	UNIT	VENDOR STOCK NO.	DESCRIPTION	ACTUAL PRICE	EXTENSION
1		APLIO-I700-V9.100	1 APLIO I700 PRISM ULTRASOUND SYSTEM	94760.00	94760.00
1		UL-INTERNALWIFI	1 INTERNAL WIRELESS LAN (FIPS 140-2 COMPLIANT)		
1		PVT-712BT	MULTI-FREQUENCY MICRO CONVEX TRANSDUCER		
1		PVI-475BX/FS	1 CONVEX ARRAY TRANSDUCER (I8CX1)		
1		ENDO-AI700/4.100	1 EV/ER TRANSDUCER HOLDER KIT		
1		PVT-781VTE/FS	MULTI-FREQUENCY ENDOCAVITARY TRANSDUCER (11C3)		
1		UP-D898/ISERIES.100	1 SONY DIGITAL GRAYSCALE PRINTER		

Reviewed By:			SUBTOTAL	94760.00
Bio.	Edu.	TAX		0.00
Phys	Env. Serv/Sec	FREIGHT		0.00
Dep.	Forms Committee	TOTAL		94,760.00
Nurs.	Main/Eng.			

Capital Budget Year _____ Line Number _____ Amount Budgeted _____

REQUISITIONED BY:

(Department Director Signature)

SIGNATURE

Derek

DATE

7-1-26

APPROVED BY:

SIGNATURE

DATE

Material Mgmt Director

IT

CNO/CCO

CFO \$5,000-\$25,000

COO

CEO \$25,000-\$50,000

Board Action/Approval

Date

Please attach minutes or agenda



CANON MEDICAL SYSTEMS USA, INC.

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QUOTATION/ORDER SUMMARY

DATE: 6/12/2026
SID #: 30127659
QUOTE #: 200247-1

PRESENTED TO:
IMPERIAL VALLEY HEALTHCARE DISTRICT
DBA PIONEERS MEMORIAL HOSPITAL
207 W LEGION RD
BRAWLEY, CA. 92227-7780

APLIO-ISERIES-I700.000
APLIO I700 ULTRASOUND SYSTEM

SPECIAL INFORMATION & TERMS

- If this quotation is not accepted by September 30, 2026, Canon Medical Systems USA, Inc. reserves the right to cancel this quotation.
- This quotation includes the deinstallation, removal, and trade-in of your current Mindray/Mindray SN: 7B-48000158 imaging system(s). The trade-in value is based on the expected removal date of no later than 09/10/2026 Canon reserves the right to adjust trade-in values for equipment not removed by the agreed upon date.

This quotation shall remain valid until September 30, 2026.

All prices are F.O.B. destination.

Payment terms are: Cash - 0% down payment, 80% upon shipment, 20% upon completion of installation and/or availability for first use, whichever is earlier. All invoice terms are net 30 days.

This quotation/order will be subject to and governed by the Agreement for Ultrasound equipment products between HealthTrust Purchasing Group and Canon Medical Systems USA, Inc., reference contract no. HPG-73599, effective June 1, 2025. Vendor represents and warrants that it will continue to support and provide Services to repair and maintain those Products that are Equipment for a minimum of ten (10) years from installation of such Product. In the event of a conflict between the Canon Medical Systems USA, Inc. Equipment terms and conditions and the (GPO) agreement, the (GPO) agreement shall control.

All information contained in this quotation is confidential and may not be disclosed to any third party without Canon Medical Systems' prior written consent.



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Please return signed quotation to Canon Medical Systems USA, Inc. by email OrderAdmin@us.medical.canon or fax 714-441-9320.

ACCEPTED AGREED AND ORDERED:

PURCHASER'S SIGNATURE/TITLE

DATE

CANON MEDICAL SYSTEMS REP

DATE



CANON MEDICAL SYSTEMS USA, INC.

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EQUIPMENT SUMMARY:

APLIO-ISERIES-I700.000

APLIO I700 ULTRASOUND SYSTEM

<u>PART NUMBER</u>	<u>QTY</u>	<u>DESCRIPTION</u>
APLIO-I700-V9.100	1	APLIO I700 PRISM ULTRASOUND SYSTEM
	1	APLIO I700 ULTRASOUND IMAGING SYSTEM
	1	PROTOCOL ASSISTANT
	1	GEL WARMER
UL-INTERNALWIFI	1	INTERNAL WIRELESS LAN (FIPS 140-2 COMPLIANT)
	1	SMI ANGIO MODE KIT
	1	STANDARD APPLICATIONS TRAINING
PVT-712BT	1	MULTI-FREQUENCY MICRO CONVEX TRANSDUCER NEONATAL HEAD (I1MC4)
PLI-705BX/FS	1	MULTI FREQUENCY LINEAR ARRAY TRANSDUCER (I11LX3)
PVI-475BX/FS	1	CONVEX ARRAY TRANSDUCER (I8CX1)
ENDO-AI700/4.100	1	EV/ER TRANSDUCER HOLDER KIT
	1	EV/ER TRANSDUCER HOLDER
PVT-781VTE/FS	1	MULTI-FREQUENCY ENDOCAVITARY TRANSDUCER (I1C3)
UP-D898/ISERIES.100	1	DIGITAL GRAYSCALE PRINTER PACKAGE
	1	SONY DIGITAL GRAYSCALE PRINTER
	1	MOUNTING KIT FOR B/W PRINTER

TOTAL QUOTE PRICE
Applicable Sales Tax Additional

\$94,760.00



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FINANCE OPTIONS:

Finance options are available through Canon Medical Finance USA, a program of Canon Medical Systems USA, Inc.

CANON MEDICAL FINANCE USA OFFERINGS:

- Fair Market Value, \$1.00 Buy Out (Lease to Own), and Loan structures
- Finance terms ranging from 12 months to 84 months
- Financing for 3rd party assets (including, but not limited to leasehold improvements & I.T.)

CANON MEDICAL FINANCE USA BENEFITS:

- No progress payments. Payments begin after delivery and installation
- Upgrades to the current technology platform can be financed.
- Flexible finance structures, such as deferred payments, tiered repayments, and bridge financing, to meet cash flow needs

Finance options are subject to credit underwriting, approval, and a fully executed contract.

For more information, please contact Trish Malone, Sr. Dir. Financial Programs at:

tmalone@us.medical.canon or visit us at <https://us.medical.canon/service-and-support/financial-programs/>



COMPONENT SUMMARY:

<u>PART NUMBER</u>	<u>QTY</u>	<u>DESCRIPTION</u>
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APLIO-I700-V9.100	1	APLIO I700 PRISM ULTRASOUND SYSTEM Canon Medical Systems ultra-premium Aplio™ i700 PRISM Edition ultrasound system is a comprehensive solution for a wide range of clinical applications. Powerful iBeam+ imaging and iDMS matrix array transducers deliver outstanding image quality with our renown “depth and detail.” Altivity AI, Smart tools, Raw Data workflows and post-processing provide consistent and efficient performance that can boost productivity. And the Aplio i-series Prism Edition's independently certified ergonomic design can help sonographers scan more comfortably, improving both the operator and patient experience.
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STANDARD COMPONENTS

- Aplio i700 Ultrasound Imaging System with iBeam+ beamformer technology, is up to 4 times faster than non Prism version's hardware to provide sharper images with better penetration and thus optimal, more robust results for higher clinical confidence.
- High definition 23" LCD monitor with articulated arm and handle
- 12.1" Programmable, touch-command screen with 3-section design allowing easy and intuitive access to all controls via a simple swipe
- Electric Lift for easy up/down of the control panel
- Protocol Assistant for an automatic execution of user-programmable imaging sequences, including measurements and labelling
- 4D hardware. Permits select standard transducers to be used for freehand 3D, giving access to volume imaging without the need to purchase further software or hardware, and allowing visualization of areas of interest without the need for mechanical 4D transducers.
- Four active transducer ports for convenient transducer access
- Six transducer holders
- Windows 11 OS, for the latest performance and up-to-date cybersecurity
- DICOM
- OBR (On-Board Reporting) for OB
- Online help feature
- Built-in DVD/CD drive with writer
- Up to 5 USB Ports (including USB 3.0)
- Raw data capabilities. Multiple parameters can be adjusted (including common modes like 2D and Color) as well as annotations and measurements. This may be done at any time, both during the exam for immediate correction, as well as in the days after the patient has left.
- Large capacity Cine Memory
- Scan depth of up to 50 cm (transducer dependent). The depth of 50 cm is industry-leading and allows penetration for large patients
- Dynamic Micro Slice – enables optional iDMS transducers to be used. These are often '2-in-1' transducers, covering the frequency bandwidth of

2 standard transducers which can help reduce examination time, as well as reduce costs

- Multiplexing kit – enables optional Quad View for CHI, Quad View for SWE, Shadow Glass, Smart Sensor 3D, Multi-reflection Canceller and iDMS. The sophisticated architecture in the Multiplexing kit helps drive the high speed processing of the very large data volumes provided using the i700. It also allows for multiple display options, such as providing 4-in-1 screens for viewing several imaging views at a single glance
- Software STC for depth as well as lateral gain adjustment. The ability to have lateral gain as well as the more common depth gain allows individual adjustment in areas that may be difficult to assess due to variations in attenuation across the image.
- Security Management Kit. In this age of ever increasing security risks, this may be used to provide various options for authentication of users, auditing, and allowing automatic de-identification of images. The antivirus software permits only registered executable files to be executed, preventing execution of malware. No Canon Ultrasound systems have been hacked in any of the recent cybersecurity breaches while protected under Canon's cybersecurity practices.
- Internal wireless communication, which is FIPS 140-2 certified ensuring the highest level of encryption using WPA2 Enterprise
- Gel Warmer

STANDARD IMAGING FEATURES

- 3rd Harmonic Imaging (3-HI). Powered by Canon Medical's Altivity deep learning AI, 3-HI improved spatial and contrast resolution beyond traditional second harmonic imaging while reducing reverberation in hypo-echoic anatomy.
- ApliPure+™ - enhances the display of boundaries between tissues and reduces speckle noise and acoustic shadows, when used in conjunction with iBeam+, ApliPure+ improves B-mode imaging frame rates by up to 187% (>2.5X).
- Full Focus with iBeam+ function enables clear, uniform images from near and to far field without the need for focus adjustments. With fewer application steps and greater uniformity, this can be particularly useful to help shorten exam times.
- Differential Tissue Harmonic Imaging (D-THI) – simultaneously transmits two frequencies for better spatial resolution and penetration
- Precision Imaging - assists in reducing noise and speckle in the image and increases the visibility of tissue
- Tissue Harmonic Imaging (THI)
- Panoramic Imaging
- Trapezoid Imaging
- Ultra Wide View - Canon's unique technology of Ultra Wide View enables the user to image more anatomy in one view, providing more

information and perspective in a single image, while still maintaining high image quality.

- Quick Scan – automatic, real-time, adjustment of gain and TGC in 2D and spectral Doppler
- Tissue Specific Optimization (TSO) – adjusts for differing speeds of sound from tissue of various acoustic characteristics especially in breast imaging
- Smart 3D – Internal hardware to enable Smart 3D external hardware and additional software.
- Superb Micro-vascular Imaging (SMI) –Enhances the visualization of slow and microvascular flow (at high resolution and in both monochrome ‘subtraction’ and various color map displays) for assessment of all vascularity, but especially very fine vessels or in cases with very slow flow, that are not usually seen with color Doppler
- SMI G4 - expands the range of visible blood flow to visualize ultra-low to high speed blood flow with reduced clutter, reduced flash artifact, less noise and high sensitivity.
- SMI Angio, the latest generation of Superb Microvascular Imaging technology, allows you to see fine microvascular structures with increased sharpness and next-level detail.
- Advanced Dynamic Flow™ (ADF) - enables blood flow imaging with detailed visualization and high frame rate
- Tissue Doppler Imaging (TDI)
- Vascularity Index – Displays multiple parameters for a Power/SMI image such as number of pixels, and the ratio in the Power/ SMI image and within the ROI
- Biopsy Enhance Auto Mode (BEAM) – enhances visualization of the needle during linear transducer biopsies
- Auto-Intima Media Thickness (A-IMT)

*Activation of standard features may be clinical preset or transducer dependent.

Connectivity

Extensive communication and data management capabilities enable seamless integration into hospital and research environments including the following DICOM functions:

- DICOM data type
- US Image (still image)
- US Multi Frame (dynamic image)
- SC Image (storage in a separate file)
- Enhanced US Volume (Volume data image)
- Structured Report (measurement result information)
- Server connection
- Storage (Server/Media)
- MWM (Modality Worklist Management)
- MPPS (Modality Performed Procedure Step)

- Storage function
- Storage Commitment
- Query/retrieve
- Standard conformity check function
- Verification (export/import)
- Print function
- DICOM Print

Cybersecurity

- Windows 11 OS with Microsoft support for patches/updates
- Windows firewall configuration
- Password authentication for users, auditors, administrators and service access
- McAfee® Solidifier, a whitelist antivirus software for endpoint protection
- Follows NIST 800:37 Risk Management Framework (RMF)

Optional features at additional cost:

- Transient and Shear Wave Elastography options.
- Attenuation imaging.
- Liver Tools package including Shear Wave Elastography, Attenuation imaging and quantitative liver report worksheets.
- Auto Tune Shear Wave Elastography enhances the accuracy and precision on shear wave velocity and elasticity measurements by automatically adjusting transmit and receive settings based on the stiffness of the anatomical region being scanned.
- ApliGate, a collaboration tool that allows users to share images from the ultrasound system to a connected personal computer. Images transmitted using ApliGate can be de-identified according to HIPAA guidelines to remove protected health information (PHI).
- ApliCam, features an option to simultaneously add a live video feed synchronized to the ultrasound images being acquired. ApliCam provides radiologists and sonographers valuable insights into the ultrasound procedure being scanned and is ideal for documentation and training.

APPLICATIONS SUPPORT

Developed with customer input, Canon Medical Systems' innovative support programs have resulted in increased customer satisfaction. These include the following:

Technical Assistance

Customer support specialists are available 24/7 to help resolve technical issues in real time. Application support specialists are also available to assist staff with protocol and image-quality issues.

Local Customer Teams

A single call mobilizes a local team of Canon Medical Systems customer engineers. With an average of 10 years of Canon Medical Systems experience and 105 hours of specialized training per team member, they can resolve almost any performance issue.

Parts Support

A complete inventory of product parts is ready for shipment when and where they are needed, any time of day or night.

1 APLIO I700 ULTRASOUND IMAGING SYSTEM

1 PROTOCOL ASSISTANT

A sequence of operations is registered, and each operation is executed by single switch operation. Enables automated workflow when performing complex ultrasound exams. Featuring one-click operation, Protocol Assistant helps increase consistency and maintain standards from start-to-finish and patient-to-patient.

1 GEL WARMER

1 INTERNAL WIRELESS LAN (FIPS 140-2 COMPLIANT)

UL-
INTERNALWIFI

Internal Wireless Lan (FIPS 140-2 Compliant)

Intel chipset with Wi-Fi 6 certification

Dual band 2.4Ghz/5Ghz

FIPS 140-2 & FISMA security compliance

2x2 MU-MIMIO technology

WPA, WPA2 & WPA3 - Wi-Fi Protected Access Standard security protocol

1 SMI ANGIO MODE KIT

SMI Angio - Confident evaluation of tissue vascularity and low flow vasculature with improved visualization of microvascular flow and fine, closely spaced vessels.

1 STANDARD APPLICATIONS TRAINING

Training

Included with the purchase of Aplio is training conducted by Canon Medical Systems applications specialists registered with the American Registry of Diagnostic Medical Sonographers (ARDMS).

Training includes:

- Two days of on-site applications training
- One day of on-site follow-up applications training
- Free access to www.healthysonographer.com website for the latest information on how to optimize your scanning environment and minimize your risk of WRMSDs, particularly using Canon systems (the Healthy Sonographer Platform™).
- Optional on-site HealthySonographer Certification program (additional cost)

The training is offered to the Customer at no charge, providing that it is completed no later than one (1) year after the warranty start date.

Additional On-Site Training

Available for purchase.

PVT-712BT**1 MULTI-FREQUENCY MICRO CONVEX TRANSDUCER NEONATAL HEAD (11MC4)**

Model: PVT-712BT

Imaging Frequencies:

- i-series: 4.3 – 11.0 MHz
- Aplio 300/500: 3.3 – 11.0 MHz

Footprint/Curvature: Approx. 15mm

Field of View: Approx. 100 degrees

Use: Neonatal head, abdominal, pediatric

Biopsy kit/adaptor: 680-127, 680-126, 610-608

Reusable biopsy adaptor: N/A

Fusion adaptor: N/A

Prerequisite:

Aplio i-series V1.0 or later (i700, i800, i900), i600

Aplio 300/500 V2.02 or later

PLI-705BX/FS**1 MULTI FREQUENCY LINEAR ARRAY TRANSDUCER (I11LX3)**

Model: PLI-705BX

Imaging Frequencies: 3.5 – 8.5MHz

Footprint/Curvature: Approx. 46mm

Use: Peripheral vascular, Small parts, MSK

Biopsy kit/adaptor: 680-150, 680-151, 610-1500

Reusable biopsy adaptor: N/A

Fusion adaptor: UAFS-008A

Prerequisite: Aplio i-series V2.0 or later (i700, i800, i900)

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| PVI-475BX/FS | <p>1 CONVEX ARRAY TRANSDUCER (I8CX1)
 Model: PVI-475BX
 Imaging Frequencies: 1.8 – 6.2MHz
 Footprint/Curvature: Approx. 50mm
 Field of View: Approx. 70 degrees
 Use: Abdominal, fetal, pediatric
 Biopsy kit/adapter: 680-143, 680-142, 610-608, 680-153, 680-152, 610-1500
 Reusable biopsy adapter: N/A
 Fusion adapter: UAFS-007A (included with UIFR-AI900A)</p> |
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Prerequisite: Aplio i-series V1.0 or later (i700, i800, i900)

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| ENDO-AI700/4.100 | <p>1 EV/ER TRANSDUCER HOLDER KIT</p> <p>1 EV/ER TRANSDUCER HOLDER
 EV/ER Transducer Holder for Aplio iSeries. Adds a dedicated holder for endocavitary transducers.</p> |
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| PVT-781VTE/FS | <p>1 MULTI-FREQUENCY ENDOCAVITARY TRANSDUCER (11C3)
 Model: PVT-781VTE
 Imaging Frequencies:</p> <ul style="list-style-type: none"> • i-series: 3.6 – 10.5 MHz • Aplio 300/500: 3.0 – 11.0 MHz <p>Footprint/Curvature: Approx. 10mm
 Field of View: Approx. 180 degrees
 Use: Transvaginal uterus, ovary
 Biopsy kit/adapter: 680-121
 Reusable biopsy adapter: UAGV-035A
 Fusion adapter: UAFS-006A</p> |
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Prerequisite:

Aplio i-series V1.0 or later (i700, i800, i900), i600 V2.0 or later

Aplio 300/500 V6.0 or later

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| UP-D898/ISERIES.100 | <p>1 DIGITAL GRAYSCALE PRINTER PACKAGE</p> <p>1 SONY DIGITAL GRAYSCALE PRINTER
 Monochrome black and white printer incorporates a USB 2.0 interface for easy integration to digital ultrasound systems.</p> |
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CANON MEDICAL SYSTEMS USA, INC.

Made For life

1 MOUNTING KIT FOR B/W PRINTER



CANON MEDICAL SYSTEMS USA, INC.

Made For life

PRODUCT WARRANTY AND SERVICE COVERAGE

SYSTEM WARRANTY TERMS

Canon Medical Systems warrants that the Equipment will be free from defects in material and workmanship, for the duration and subject to the terms and conditions stated below. Any part furnished to Customer during the warranty period (stated in the table below) to correct a warranty failure will be warranted to the extent of the unexpired term of the warranty applicable to the Equipment.

The warranty period will commence on the date the installation of the product is complete. Notwithstanding the foregoing, in the event that the installation of the product is delayed for a total of thirty (30) days or more from the date of delivery for any reason or reasons for which Canon Medical Systems is not responsible, the warranty period for such product may, at Canon Medical Systems' option, commence on the thirtieth (30th) day from the date such product is delivered to Customer.

WARRANTY EXCLUSIONS

Warranty coverage does not include any defect which results, in whole or in part, from (1) negligent storage or handling of the product by Customer, its employees, agents, or contractors, (2) failure of Customer to prepare the site or provide power requirements or operating environmental conditions in compliance with any applicable instructions or recommendations of Canon Medical Systems, (3) absence of any product, component, or accessory recommended by Canon Medical Systems but omitted at Customer's direction, (4) any design, specification or instruction furnished by Customer, its employees, agents, or contractors, (5) any alteration of the product by persons other than Canon Medical Systems, (6) combining Canon Medical Systems' product with any product furnished by others that is not approved by Canon Medical Systems, (7) combining incompatible products of Canon Medical Systems, without Canon Medical Systems' prior approval, (8) improper use of the product, improper maintenance of the product by a party other than Canon Medical Systems, or failure to comply with any applicable instructions or recommendations of Canon Medical Systems, or (9) acts of God, fires, floods, strikes or other labor disturbances, or other causes beyond the reasonable control of Canon Medical Systems.

Canon Medical Systems does not warrant any products not manufactured by Canon Medical Systems such as, without limitation, monitors, and computer equipment. Such items will be furnished subject only to the manufacturer's warranty, if any, and without any warranty whatsoever by Canon Medical Systems.

Warranty coverage also excludes consumables, including but not limited to accessories, batteries, storage media, power units, and printer consumables.

REMEDIES

If Canon Medical Systems determines that any product fails to meet the above-mentioned warranty during the applicable warranty period, Canon Medical Systems will correct any such failure by either, at its option, repairing, adjusting, or replacing without charge to Customer any defective or nonconforming parts of the product. Canon Medical Systems will have the option to furnish either new or remanufactured replacement parts or assemblies. However, remanufactured parts will meet the manufacturer's specifications for new components as of the date of completion of installation. All defective parts replaced by Canon Medical Systems will become the property of Canon Medical Systems.

SOFTWARE UPDATES

Canon Medical Systems will furnish to Customer, free of charge for the life of the Equipment, all Canon Medical Systems software or hardware upgrades to the Equipment purchased by Customer, which are intended to correct a safety risk. Software updates offering enhancements to previously purchased software features will be provided during the term of the warranty, if they do not require hardware modifications or additions. Software upgrades providing new features or capabilities not originally purchased, will be made available for purchase by Customer upon request when compatible with the originally purchased hardware. Canon Medical Systems retains the sole right to determine whether a software release is considered an update or an upgrade for which Customer will be charged. The above items will be performed only during the Covered Hours stated in the warranty. Service required outside these hours will be billed at Canon Medical Systems' differential rates in effect at the time such items are provided to Customer.

WARRANTY SERVICE

Warranty service during the applicable warranty period will be performed without charge to Customer during Canon Medical Systems' normal business hours, Monday through Friday, excluding Canon Medical Systems holidays. Subject to the availability of personnel, after-hours service is available upon request at an additional charge.

Customer must promptly notify Canon Medical Systems within the applicable warranty period of any defect that is covered by the warranty, and make the Equipment promptly available for repair and maintenance.

DISCLAIMERS AND LIMITATIONS ON LIABILITY

Canon Medical Systems' obligations stated above will be Customer's sole and exclusive remedy for a breach of the warranty set forth above. SUCH WARRANTY WILL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Canon Medical Systems does not warrant that the operation of the Equipment will be uninterrupted.

WARRANTIES BY PRODUCT LINE

ITEM TYPE	ULTRASOUND
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CANON MEDICAL SYSTEMS USA, INC.

Made For life

EQUIPMENT	12 Months
ACCESSORY OPTIONS	6 Months
REPLACEMENT & OPTIONAL PARTS*	90 Days
UPGRADE COMPONENTS	12 Months
TRANSDUCERS	12 Months

* The above 90-day period applies only to parts that are not furnished pursuant to a warranty repair for the Equipment. Any part furnished to Customer during the warranty period to correct a warranty failure will be warranted to the extent of the unexpired term of the warranty applicable to the System.

TERMS AND CONDITIONS OF SALE

1. **TITLE AND RISK OF LOSS.** Title and risk of loss to the Equipment purchased under this Agreement will pass to Customer: (a) if Canon Medical Systems is to provide installation, upon Canon Medical Systems' completion of installation, or (b) if Canon Medical Systems will not provide installation, upon delivery by Canon Medical Systems to Customer.

2. **TERMS OF PAYMENT.** Prices stated are F.O.B. Customer's facility. All taxes which are payable by Canon Medical Systems in connection with the sale, use, or possession of the Equipment (excluding income taxes), will be paid by Customer in addition to the quoted price. Terms of payment will be as stated in the first page of this Quotation. All invoices paid after due date will be assessed a late payment charge of the lesser of 1 1/2% per month or the maximum rate permitted by law.

3. **DELAYS.** If Customer changes the scheduled delivery date during the period of 120 days preceding the delivery date, Customer will nevertheless pay the installment of the purchase price which would have been payable upon delivery, on the Scheduled Delivery Date as if delivery had been made on such date. In addition, Customer will pay all extra costs incurred by Canon Medical Systems as a result of such delay, including, without limitation, storage and transportation. Storage fees will be charged at commercially comparable rates for storage on Canon Medical Systems' site. If delivery is delayed by 12 months or more from the Scheduled Delivery Date, except through the fault of Canon Medical Systems, the price set forth in this Agreement may be increased by Canon Medical Systems to a level equal to the prevailing price in effect at the time of the revised delivery date.

4. **EQUIPMENT INSTALLATION.** Canon Medical Systems will provide, at no additional cost, standard labor and rigging services to unload the Product from the transport vehicle and move to the final position. The shoring of floors, the widening of doorways, and other nonstandard rigging requirements will be negotiated between the Canon Medical Systems and Customer separately if it is determined they are required. Canon Medical Systems will install all Equipment purchased under this Agreement and connect them to existing power and/or plumbing lines at no additional charge to Customer. Customer will be responsible for electrical wiring, plumbing, carpentry, plastering, painting, or all other site preparation required prior to installation and connection of the Equipment by Canon Medical Systems. Customer will provide space at the installation site for the safe storage of Canon Medical Systems' tools, test equipment and other materials used for installation at no charge to Canon Medical Systems. Customer shall, at its cost, obtain all permits and licenses required by governmental authorities in connection with the installation and operation of the Equipment. Customer acknowledges that the System and Software are designed to operate within certain power, temperature, airborne contamination, and humidity ranges. Customer will be responsible for, without limitation: (i) preparing and maintaining the Customer facility in conformance with the Site Preparation Guide; (ii) maintaining its network infrastructure; (iii) providing Canon Medical Systems, access to a network connection in or near the area of the System being serviced by the equipment service staff; and (iv) supplying computer grade AC power. The Equipment relies upon a stable grounded connection to the main power grid in order to function effectively. Customer acknowledges that AC power supply quality may be a problem in old facilities or in those facilities receiving poor quality utility service and that power conditioning may be necessary in such cases.

5. **EQUIPMENT OPERATION.** Customer agrees that all Equipment purchased under this Agreement will be operated exclusively by duly qualified technicians and/or medical doctors in a safe and reasonable manner in accordance with Canon Medical Systems' written instructions, applicable laws and regulations, and for the purposes for which such Equipment was intended.

6. **LIMITED WARRANTY AND REMEDY.** A. For the warranty period described below by product, Canon Medical Systems, as its only obligation, will replace or repair, without charge to Customer during Canon Medical Systems' normal working hours (if Customer requests warranty service outside such hours, Customer will pay overtime premium for labor), any component of the Equipment that is defective in materials or workmanship, provided such defect is reported to Canon Medical Systems within the warranty period. Canon Medical Systems' warranty period is as follows: (a) Systems and Major Components - one year from date of completion of installation; (b) Accessories/Options (except glassware) - six months from date of completion of installation. Components not manufactured by Canon Medical Systems will be furnished subject only to the manufacturer's warranty, if any, and without any warranty whatsoever by Canon Medical Systems. During the warranty period, Canon Medical Systems will furnish free of charge any parts, including software required to correct any defect in the Equipment or as required under applicable laws.

B. Canon Medical Systems does not warrant that the operation of the Equipment of the System will be uninterrupted. All defective parts replaced by Canon Medical Systems will become the property of Canon Medical Systems. Replacement parts may be re-manufactured. However, such parts will meet the manufacturer's specifications for new components as of the date of completion of installation. CANON MEDICAL SYSTEMS' OBLIGATION TO REPAIR OR REPLACE DEFECTIVE PARTS OR SOFTWARE WILL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR A BREACH OF THE WARRANTY SET IN THIS AGREEMENT. SUCH WARRANTY WILL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The warranty set forth in this Agreement will not apply to, and Canon Medical Systems will not be liable for any defects resulting from misuse, repairs performed by unauthorized third parties, accidents, acts of God, or neglect of anyone other than Canon Medical Systems.



7. **LATEST HARDWARE AND SOFTWARE AT TIME OF DELIVERY.** Canon Medical Systems agrees that the Equipment ordered by Customer will, at the time of delivery to Customer, contain, at no additional charge to Customer, the latest hardware and software manufactured by Canon Medical Systems for such Equipment that are commercially available in the United States and which are provided as part of Canon Medical Systems' standard configuration for such Equipment at the time of delivery. This commitment applies only to components and not an upgrade to the entire system. Furthermore, it is limited to hardware and software that (a) have been ordered by Customer, and not any optional or other items that were not ordered by Customer, and (b) are cleared by the FDA as of the date of delivery of the Equipment. This clause does not apply to Assure, Demonstration or Used Equipment.

8. **LIMITATION OF LIABILITY.** A. NEITHER CANON MEDICAL SYSTEMS NOR CUSTOMER WILL UNDER ANY CIRCUMSTANCES BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR EXEMPLARY DAMAGES OR ECONOMIC LOSS ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED IN THIS AGREEMENT, EVEN IF EITHER PARTY IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.

B. IN NO EVENT WILL CANON MEDICAL SYSTEMS' LIABILITY TO THE CUSTOMER (WHETHER BASED ON AN ACTION OR CLAIM IN CONTRACT, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE) ARISING OUT OF OR RELATING TO THE TRANSACTIONS CONTEMPLATED IN THIS AGREEMENT EXCEED THE AGGREGATE AMOUNT ACTUALLY PAID BY CUSTOMER TO CANON MEDICAL SYSTEMS UNDER THIS AGREEMENT. THE LIMITATION OF LIABILITY SET FORTH ABOVE WILL NOT APPLY TO CLAIMS FOR PERSONAL INJURY OR PROPERTY DAMAGE CAUSED BY EQUIPMENT DEFECTS.

9. **SECURITY INTEREST.** Canon Medical Systems hereby reserves and Customer grants to Canon Medical Systems a security interest pursuant to the Uniform Commercial Code, in and to the Equipment (and all products and proceeds of it) until full payment of the purchase price is received. In the event that Customer finances its acquisition of the Equipment through a lease, conditional sale contract, secured loan agreement or other financing agreement (collectively, "Lease") with Canon Medical Systems, then the security interest in the Equipment (and all products and proceeds thereof) shall secure all obligations of Customer due and to become due under the Lease.

10. **REMOVAL OF EQUIPMENT.** Until Canon Medical Systems has received full payment of the purchase price, Customer will not remove all or any part of the Equipment from Customer's premises, nor will Customer sell, lease, transfer or otherwise part with the possession of, or permit any lien or encumbrance to be placed on all or any part of the Equipment.

11. **TRADE-IN.** If this quotation includes the trade-in of Customer's existing equipment and the removal date of the trade-in equipment is delayed due to no fault of Canon Medical Systems or if the trade-in equipment is damaged or its condition deteriorates from the date of this quotation through the date of removal, Canon Medical Systems reserves the right to increase the pricing of the new equipment in an amount equal to the reduction in the resale price of the trade-in equipment. Customer must convey free and clear title to the trade-in equipment. If there are any liens or encumbrances on the trade-in equipment, Canon Medical Systems cannot accept the trade-in. Canon reserves the right to adjust trade-in values for equipment not removed by the agreed upon date. The trade-in equipment shall include any associated parts or accessories, included but not be limited to: backup software, manuals, service dongles, positioning pads, straps, CD's, chillers, coils, transducers, UPS systems, and other ancillary items. The trade-in equipment needs to be maintained to OEM specifications up until the time of removal and is subject to inspection by Canon or a Canon designated third party. Equipment must be available for inspection at least 30 days prior to removal. Customer is responsible for a clear removal path to include removal of any walls or doorways, if necessary, as well as responsible for removal of all patient information from the system prior to the removal date. HARD DRIVES MUST BE INCLUDED, INTACT, FUNCTIONAL, AND IRREVERSABLY WIPE OF ALL DATA. For CT system trade-ins: if the CT tube is replaced prior to removal of the CT system, the tube must either be documented as a new tube or documented used tube and less than 100k scan seconds, 40 million mAs, or 100k slices each. For MR system trade-ins: MRI cryogen level must be at a minimum of 70% at the time of removal. Equipment found to be performing below OEM specifications will be subject to a reduced trade-in amount.

12. **REMEDIES OF CANON MEDICAL SYSTEMS.** If Customer fails to make any payment when due under this Agreement, or becomes insolvent or makes an assignment for the benefit of creditors, or if a petition in Bankruptcy is filed by or against Customer, or if the financial responsibility of Customer becomes impaired, or if Customer otherwise breaches any of the terms and conditions of this Agreement, then Canon Medical Systems may, without prior notice or demand, defer shipments, cancel the balance of the order, suspend performance of any obligation (including without limitation, all obligations set forth under Limited Warranty And Remedy above), and/or take immediate possession of the Equipment delivered, until the full purchase price of the Equipment is paid by Customer or, at Canon Medical Systems' discretion, until security satisfactory to Canon Medical Systems is given by Customer. Any costs incurred by Canon Medical Systems as a result of suspending performance or repossession or collection will be payable by Customer. Canon Medical Systems may sell repossessed Equipment with proceeds to be applied to unpaid balance and expenses incurred in sale, repossession and collection. Customer will pay any remaining deficiency. Canon Medical Systems may exercise any other rights available to it by law.

13. **EXCUSED PERFORMANCES.** Except for Customer's payment obligations hereunder, neither party will be liable to the other for non-performance or delay in performance resulting directly or indirectly from any occurrences beyond such party's control, including without limitation, strikes or other labor troubles, acts of God, war, accidents, fires, floods, other catastrophes, inclement weather, transportation, delays caused by suppliers, or laws, regulations, or acts of any governmental agency.

14. **SOFTWARE.** All rights and interest in any software that may be furnished under this Agreement, and any updates and enhancements to it, will remain the property of Canon Medical Systems. Such software is being furnished to Customer under a non-exclusive license. Customer will not, or allow others to decompile, modify, copy, reproduce, or transcribe the software nor allow third parties to use the same without Canon Medical Systems' prior written consent. In the event a third party's software is furnished to Customer, Customer may be required to execute a software license agreement as requested by such third party as a condition to delivery and/or purchase of the third party's product. Canon Medical Systems will furnish Customer with a copy of such license agreement for its review and execution. In the event Customer sells the Equipment to a third party, the purchaser thereof will have the same rights and obligations with respect to any Canon Medical Systems software as Customer. Customer will need to make its own determination whether it needs to obtain any consent from a third party for non-Canon Medical Systems software. Any Canon Medical Informatics, Inc. products quoted herein are conditioned on and subject to the Software License located: <https://us.medical.canon/download/CMI-Capital-License-Agreement>. Any Dell, Inc. software, which may be imbedded in Canon products are conditioned and subject to the Software License located: https://i.dell.com/sites/csdocuments/Legal_Docs/en/us/reseller-terms-of-sale.pdf. Both the CMI and Dell licenses are incorporated herein by reference.

15. **CANCELLATION.** Customer may not cancel the order subject to this Agreement except with Canon Medical Systems' prior written consent. Canon Medical Systems will allow Customer to modify the product one time, as long as such request is approved by Canon Medical Systems in accordance with timeline below:

- a. CT: No later than 120 days before scheduled delivery date:
- b. MR: No later than 150 days before scheduled delivery date:
- c. VL: No later than 150 days before scheduled delivery date:
- d. XR (excluding Mobile XR): No later than 120 days before scheduled delivery date:

In the event of cancellation without Canon Medical Systems' written consent, Canon Medical Systems will be entitled to recover liquidated damages in an amount equal to twenty percent (20%) of the purchase price of the Equipment

16. **ASSIGNMENT.** Neither party may assign any of its obligations under this Agreement without the prior written consent of the other party. However, some of the obligations stated in this Agreement, such as the ones relating to installation of items not manufactured by Canon Medical Systems and the warranty thereof may be performed by Canon Medical Systems' contractors or suppliers.

17. **EXPORT REGULATIONS.** This Agreement involves products, and/or technical data that may be controlled under the U.S. Export Administration Regulations and may be subject to the approval of the U.S. Department of Commerce prior to export. Any export or re-export by Customer, directly or indirectly, in contravention of such Regulations is prohibited.

18. **ATTORNEY'S FEES - COSTS.** In the event of any legal proceeding involving any party to this Agreement against the other relating to the subject matter of this Agreement, the prevailing party in such proceeding will be entitled to recover reasonable attorney's fees, expert fees, and court costs against the non-prevailing party

19. **ACCEPTANCE BY CANON MEDICAL SYSTEMS.** This Quotation/Order will not be binding on Canon Medical Systems even if signed by a Canon Medical Systems' employee, until Customer's order for the Equipment is booked by Canon Medical Systems' Headquarter office.

20. **END USER CERTIFICATION.** Purchaser represents, warrants and covenants that it is acquiring the Products for its own end use and not for reselling, leasing or transferring to a third party (except for leaseback financing).

21. **CONFIDENTIALITY.** The parties agree that the use of the Equipment purchased and any associated output (including but not limited to binary data files) shall remain confidential between the parties and shall not be shared externally with any third party without the express written permission of Canon Medical Systems.

22. **ENTIRE AGREEMENT.** This quotation contains the entire agreement between the parties and supersedes all prior and contemporaneous agreements between the parties, whether oral or written, relating to its subject matter, including, without limitation, all different or additional terms and conditions which may be contained in Customer's bid documents, purchase order or any other documents furnished by Customer. The provisions of this Agreement may not be modified unless in writing and executed by both parties.



From: Adriana R. Ochoa, Legal Counsel
Chad Thurston, Legal Counsel

Date: July 9, 2026

Regarding: Policy on Law Enforcement Actions and Immigration and Customs Enforcement (ICE) Activity at IVHD Facilities

Purpose and Necessity of This Policy

The Imperial Valley Healthcare District (“IVHD”) is committed to providing safe, high-quality healthcare to all members of the communities it serves, while simultaneously maintaining full compliance with all applicable federal, state, and local laws. This policy establishes standardized procedures for IVHD personnel to follow in the event that Immigration and Customs Enforcement (“ICE”) agents or other federal law enforcement officers seek to conduct enforcement actions, including raids, interviews, or detention activities, at or near IVHD-operated facilities.

In recent years, healthcare facilities across the United States have experienced an increase in federal immigration enforcement activity in and around their premises. Hospitals and clinics in all regions of the country have reported encounters with immigration enforcement agents, and the frequency and scope of such encounters have continued to evolve. These developments have prompted healthcare systems nationwide to adopt formal policies governing their institutional response to law enforcement actions on healthcare property.

The need for such preparedness is particularly acute for the Imperial Valley Healthcare District. IVHD is located in Imperial County, California, situated directly along the United States–Mexico international border. The District’s geographic proximity to the border means that federal immigration enforcement operations are more common in the surrounding area than in many other parts of the country, and the likelihood that IVHD facilities may encounter law enforcement actions is correspondingly elevated. Regardless of one’s perspective on immigration policy, it is an operational reality that healthcare institutions in border communities must be prepared to manage these encounters in a manner that protects patient safety, preserves the integrity of medical care, safeguards the rights of patients and staff, and ensures compliance with both federal immigration law and the legal protections afforded to patients and healthcare providers under federal and state law.

Healthcare facilities occupy a unique position in the legal landscape. Hospitals are required by federal law, including the Emergency Medical Treatment and Labor Act (“EMTALA”), to provide emergency medical screening and stabilization to all individuals regardless of their immigration status, ability to pay, or any other factor. At the same time, healthcare providers must comply with lawful orders from federal officers, including valid judicial warrants.



Balancing these obligations requires clear protocols so that frontline staff, administrators, and security personnel understand their responsibilities and can respond appropriately, calmly, and lawfully when confronted with a law enforcement action.

This policy is not an expression of any political position on immigration enforcement. Rather, it is a necessary operational preparedness measure designed to ensure that IVHD and its personnel are equipped to navigate complex legal and procedural obligations in real time. Without clear guidance, staff may inadvertently obstruct lawful enforcement activity, or conversely, may comply with requests that exceed legal authority, potentially exposing IVHD to liability and compromising patient rights. A well-defined policy protects IVHD, its employees, and its patients by establishing a consistent, legally sound, and orderly framework for responding to these situations.

IVHD joins a growing number of healthcare institutions across the nation that have recognized the importance of adopting such policies, not as a matter of partisanship, but as a matter of responsible governance, legal compliance, and the fundamental duty to maintain safe and effective healthcare environments for all patients.



POLICY 2026-0709: Response to Immigration and Customs Enforcement (ICE) and Federal Law-Enforcement Actions

1. PURPOSE

This policy establishes procedures for responding to the presence, inquiries, or enforcement actions of ICE or other federal agents on or near Imperial Valley Healthcare District (“IVHD”) property. The policy aims to:

- Ensure legal compliance with all lawful requests by ICE
- Protect patient confidentiality and comply with HIPAA and California law
- Ensure uninterrupted patient care and compliance with the Emergency Medical Treatment and Labor Act (“EMTALA”)
- Maintain safety for patients, visitors, and staff
- Clarify staff responsibilities, rights, and limits
- Ensure that all IVHD actions comply with lawful processes
- Maintain accurate documentation and limit organizational liability

2. DEFINITIONS

Public Areas:

Entrances, public hallways, waiting rooms, public restrooms, public cafeterias, and areas open to the public without authorization.

Non-Public / Restricted Areas:

Any area requiring staff authorization or badge access, including treatment rooms, clinical units, emergency departments, operating suites, staff lounges, medical records rooms, administrative offices, secured corridors, or any other general area not open to public.

Protected Health Information (PHI):

Any individual health information in any form, including patient identity, medical condition, diagnosis, treatment, billing, scheduling, or location in the facility.

Administrative ICE Warrant: (ICE Forms I-200/I-205)

A civil immigration warrant or document signed by ICE or DHS personnel, not by a judge. It does not authorize access to non-public areas or compel PHI disclosure.

Judicial Warrant / Court Order / Subpoena:

A warrant or order issued by a federal judge or magistrate. A valid judicial warrant may authorize access to restricted areas or require production of PHI. Legal counsel should be called to verify the scope of the Judicial Warrant.

**ICE / Federal Agents:**

Immigration and Customs Enforcement agents, Homeland Security Investigations agents, or other federal law-enforcement personnel.

ICE Response Coordinator:

A designated senior administrator or compliance officer responsible for managing all ICE or federal agent encounters. Unless otherwise designated, the ICE Response Coordinator is the Chief Executive Officer or his/her designee, or the most senior administrator onsite.

3. POLICY STATEMENT

IVHD protects patient privacy, complies with HIPAA and EMTALA, and supports safe, orderly operations. Staff will comply with valid judicial process while ensuring that no unauthorized disclosures or access to restricted areas occur. All coordination with ICE or federal agents must occur through the ICE Response Coordinator.

4. ROLES AND RESPONSIBILITIES**4.1 ICE Response Coordinator**

The Coordinator shall:

- Be promptly reachable during operational hours and on call as required
- Respond immediately to ICE or federal agent presence
- Review and request copies of all documents presented
- Contact legal counsel for review of warrants or other legal documents
- Serve as the sole official liaison to ICE
- Direct staff actions regarding access and PHI
- Assign escorts for agents when required under judicial authority
- Ensure proper documentation of the encounter
- Conduct staff debriefings after the event

At least one Coordinator should be on call for every shift.

4.2 All Staff

Staff must:

- Notify the Coordinator and security immediately when ICE or federal agents are observed
- Direct agents courteously to a public area
- Refrain from providing verbal or written PHI or confirming any individual's presence
- Not answer questions beyond name and role
- Not grant access to restricted areas without Coordinator approval

Staff may decline voluntary interviews and may remain silent if questioned.



4.3 Security Personnel

Security staff must:

- Direct agents to a public waiting area
- Prevent unauthorized access to restricted areas
- Notify the Coordinator and risk management upon arrival
- Monitor safety and maintain order

5. PROCEDURES

5.1 Initial Contact

The first staff member encountering agents shall use the following script:

“I am required to notify our ICE Response Coordinator. Please wait here.”

Staff must then immediately notify:

- ICE Response Coordinator
- Security
- Department supervisor

No further information may be provided.

5.2 Reviewing Documents

The Coordinator or legal counsel shall:

- Request copies or photographs of all documents presented
- Determine whether the warrants presented are administrative or judicial
- Forward documents to legal counsel for review
- Inform agents that review is required before entry to any Non-Public or Restricted Area is granted.

5.3 Administrative ICE Warrants

If agents present an administrative civil immigration warrant (ICE Forms I-200/I-205):

- Access to restricted or clinical areas must be denied
- No PHI may be disclosed
- Coordinator shall state: “IVHD requires a judicial warrant to access non-public areas or receive protected information.”

Administrative warrants do not compel compliance.

5.4 Judicial Warrants and Court Orders

If a judicial warrant or court order is presented and validated by legal counsel:

- The Coordinator/Legal Counsel shall determine the warrant’s scope
- Only the areas or records specifically identified may be accessed
- If access to restricted areas is permitted, an escort must accompany agents at all times
- PHI may be produced only as explicitly required or listed in the Judicial Warrant
- Disruptions to patient care shall be minimized



5.5 Arrests or Detentions on Site

If agents seek to arrest or detain an individual:

- Staff shall not physically interfere
- The event must be fully documented

5.6 HIPAA and PHI Disclosure

PHI may be disclosed only when:

- Required by a judicial warrant, court order, or valid subpoena; or
- Permitted by a HIPAA law-enforcement exception:
 - Suspected criminal activity on the premises
 - Immediate threat to life or safety
 - Identification of a suspect or fugitive (limited information only); and
- Approved by legal counsel and the Coordinator

PHI must not be disclosed when:

- Requested under an administrative immigration warrant
- Requested informally or voluntarily
- Requested without legal counsel review

Disclosures must be documented and logged.

5.7 Facility Access Rules

Public Areas

Agents may remain in public areas without a judicial warrant. Their presence does not authorize access to PHI.

Restricted Areas

Agents may enter restricted areas only when:

- Authorized by a judicial warrant reviewed by counsel
- Directed by the Coordinator
- Escorted by assigned staff

Staff must not consent to any search or access on their own authority.

5.7 Emergency Medical Treatment and Labor Act Requirements

The Emergency Medical Treatment and Labor Act requires hospitals to provide medical screening exams and stabilizing treatment to any individual with an emergency medical condition, regardless of immigration status or ability to pay.

EMTALA's mandates supersede immigration enforcement priorities.

6. EMPLOYEE RIGHTS

Employees may:

- Decline voluntary questioning by agents
- Remain silent



- Request to speak with legal counsel before answering questions
- Decline to provide personal information beyond name and job title

Employees must still comply with facility policy and avoid obstruction. It is illegal to intentionally protect a person who is known to be in the United States unlawfully from detention. Obstructing or otherwise interfering with certain ICE activities or actively helping a person evade ICE can be a crime subject to prosecution under federal law.

7. PROHIBITED CONDUCT

Employees may not:

- Provide unauthorized PHI
- Allow agents into restricted areas without proper legal authority
- Interfere physically with agents
- Hide patients or staff
- Falsify documents or destroy records
- Fail to report agent presence

8. DOCUMENTATION

The Coordinator must complete an ICE / Federal Agent Encounter Report including:

- Date, time, location, and duration of encounter
- Names and badge numbers of agents
- Copies of all documents presented
- Summary of requests made
- Areas accessed
- PHI requested or disclosed
- Actions taken by staff
- Any arrests, detentions, or disruptions to care
- Communications with legal counsel
- Follow-up actions

{Authorization on the Following Page}



This Policy of the Imperial Valley Healthcare District, Policy 2026-0709: Response to Immigration and Customs Enforcement (ICE) and Federal Law-Enforcement Actions, is hereby approved this 9th day of July, 2026, by the following vote:

AYES:

NAYS:

ABSTAIN:

Board Chair

Attest:

Board Secretary

IVHD Board & Committee Meeting Calendar

2026

Jan 2026						
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Feb 2026						
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2026 Conference Dates

ACHD Annual Meeting	October 7-9, 2026	Monterey, CA
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Regular Board Meetings (Red Outline) and Finance & Budget Committee (Yellow Outline) Meeting Locations



Pioneer's Memorial Hospital, 207 West Legion Road, Brawley, CA 92227 (6pm)



El Centro Regional Medical Center, 1271 Ross Avenue, El Centro, CA 92243 (6pm)



IVHD, 601 Heber Avenue, Calexico, CA 92231 (6pm)



Finance/Budget Committee Meeting PMH, 207 West Legion Road, Brawley, CA 92227 (10am)