



**REGULAR MEETING OF THE BOARD OF DIRECTORS
SAN BENITO HEALTH CARE DISTRICT
911 SUNSET DRIVE, HOLLISTER, CALIFORNIA
THURSDAY, JANUARY 22, 2026 – 5:00 P.M.
SUPPORT SERVICES BUILDING, 2ND FLOOR, GREAT ROOM
IN-PERSON AND BY VIDEO CONFERENCE**

Members of the public may participate remotely via Zoom at the following link <https://zoom.us/join> with the following Webinar ID and Password:

Meeting ID: 991 5300 5433

Security Passcode: 007953

Mission Statement - The San Benito Health Care District is a public agency that serves as a responsive, comprehensive health care resource for its patients, physicians, and the health care consumers of the community.

Vision Statement - San Benito Health Care District is committed to meeting community health care needs with quality care in a safe and compassionate environment.

AGENDA

- | | <u>Presented By:</u> |
|---|-----------------------------|
| 1. <u>Call to Order / Roll Call</u> | (Johnson) |
| 2. <u>Public Comment</u>
This opportunity is provided for members to comment on the closed session topics, not to exceed three (3) minutes. | (Johnson) |
| 3. <u>Closed Session</u>
See the Attached Closed Session Sheet Information | (Johnson) |
| 4. <u>Reconvene to Open Session</u> | (Johnson) |
| 5. <u>Closed Session Report</u> | (Counsel) |
| 6. <u>Board Announcements</u> | (Johnson) |

7. Public Comment

(Johnson)

This opportunity is provided for members of the public to make a brief statement, not to exceed three (3) minutes, on matters within the jurisdiction of this District Board, which are not otherwise covered under an item on this agenda. This is the appropriate place to comment on items on the Consent Agenda. Board Members may not deliberate or take action on an item not on the duly posted agenda. Written comments for the Board should be provided to the Board clerk or designee for the official record. Whenever possible, written correspondence should be submitted to the Board in advance of the meeting to provide adequate time for its consideration. Speaker cards are available.

8. Consent Agenda – General Business

(Johnson)

The Consent Agenda deals with routine and non-controversial matters. The vote on the Consent Agenda shall apply to each item that has not been removed. A Board Member may pull an item from the Consent Agenda for discussion. One motion shall be made to adopt all non-removed items on the Consent Agenda.

A. Consider and Approve Minutes:

- Special Meeting of the Board of Directors – December 8, 2025.
- Regular Meeting of the Board of Directors – December 18, 2025.

B. Receive Minutes: District Bylaws / Policies and Procedures Committee -

- December 15, 2025

C. Receive Officer/Director Written Reports

- Physician Services & Clinic Operations
- Skilled Nursing Facilities (Mabie Southside/Northside)
- Laboratory and Radiology (No Report)
- Foundation
- Public Relations
- PMO Project Summary

D. Consider and Approve Policies:

- Development of Board Agenda (Revised)
- Fiduciary Responsibility of Board Members (Revised)
- Limit of Authority (Revised)
- Oversight of Safety, Emergency Management, and Disaster Preparedness (Revised)
- Strategic Planning (Revised)
- Board Member Identification, Compensation and Benefits (Compensation & Human Resources Requirements has been integrated) (Revised)
- Life Safety - Fire Watch (Revised)
- Section 1135 Waiver Compliance (New)
- Suicide Assessment/Self-Harm Behavior (Revised)
- Emergency Management Plan (Revised)
- Patient Safety (New)
- Practitioner Code of Conduct (Revised)

E. Consider and Approve Archival of Policies:

- Events Monthly Calendar (direction was to recommend archival)
- Human Resources Requirements (direction was to recommend archival; this was consolidated with Compensation policy; now named Compensation and Benefits)

- Improvements Comments, Suggestions (direction was to recommend archival; this was consolidated with Area of Concern policy)
- Meeting with the Administrator (direction was to recommend archival)
- Office Assistance for Board (direction was to recommend archival)
- Time Lines (direction was to recommend archival of policy; and consolidate terms with the Development of Board Agenda policy)
- Relationship to Management (direction was to recommend archival)
- Use of Letterhead by Directors (direction was to recommend archival)

Recommended Action: Approval of Consent Agenda Items (A) through (E).

9. Receive Informational Reports

- A. Chief Executive Officer (Verbal Report) (Casillas)
- Community Needs Assessment Update
 - Alliance for Aging
- ▶ Public Comment
- B. Chief Nursing Officer (Descent)
- Dashboard - December 2025
- ▶ Public Comment
- C. Chief Financial Officer (Robinson)
- Facilities - Project Dashboard – December, 2025
 - Financial Statements – December, 2025
 - Finance Dashboard – December, 2025
 - Supplemental Payments – December, 2025
 - Update Cashflow Budget FY 2026
- ▶ Public Comment

10. Action Items

- A. Consider and Approve Purchase of Digital Mobile Ergo C-Arm ESP (Expanded Surgical Platform), and 1-year Warranty in the Amount of \$187,960.50.

Recommended Action: Approval of the Purchase of Digital Mobile Ergo C-Arm ESP (Expanded Surgical Platform), and 1-year Warranty in the Amount of \$187,960.50.

- ▶ Report
- ▶ Board Questions
- ▶ Public Comment
- ▶ Motion/Second
- ▶ Action/Board Vote-Roll Call

B. Consider and Approve Incentive Goals for the Chief Executive Officer.

Recommended Action: Approval of Incentive Goals for the Chief Executive Officer.

- ▶ Report
- ▶ Board Questions
- ▶ Public Comment
- ▶ Motion/Second
- ▶ Action/Board Vote-Roll Call

C. Public Hearing and Consideration of Resolution No. 2026-08 Modifying the NUHW Bargaining Unit at San Benito Health Care District Regarding Laboratory Clerks.

Recommended Action: Approval of Resolution No. 2026-08 Modifying the NUHW Bargaining Unit at San Benito Health Care District.

- ▶ Report
- ▶ Board Questions
- ▶ Public Comment
- ▶ Close Public Hearing
- ▶ Motion/Second
- ▶ Action/Board Vote-Roll Call

11. Adjournment

(Johnson)

The next Regular Meeting of the Board of Directors is scheduled for Thursday, February 26, 2026 at 5:00 p.m., Great Room.

The complete Board packet including subsequently distributed materials and presentations is available at the Board Meeting, in the Administrative Offices of the District, and posted on the District's website at <https://www.hazelhawkins.com/news/categories/meeting-agendas/>. All items appearing on the agenda are subject to action by the Board. Staff and Committee recommendations are subject to change by the Board.

Any public record distributed to the Board less than 72 hours prior to this meeting in connection with any agenda item shall be made available for public inspection at the District office. Public records distributed during the meeting, if prepared by the District, will be available for public inspection at the meeting. If the public record is prepared by a third party and distributed at the meeting, it will be made available for public inspection following the meeting at the District office.

Notes: Requests for a disability-related modification or accommodation, including auxiliary aids or services, to attend or participate in a meeting should be made to District Administration during regular business hours at 831-636-2673. Notification received 48 hours before the meeting will enable the District to make reasonable accommodations.

Please note that room capacity is limited and available on a first-come, first-served basis.

SAN BENITO HEALTH CARE DISTRICT BOARD OF DIRECTORS**January 22, 2026****AGENDA FOR CLOSED SESSION**

Pursuant to California Government Code Section 54954.2 and 54954.5, the board agenda may describe closed session agenda items as provided below. No legislative body or elected official shall be in violation of Section 54954.2 or 54956 if the closed session items are described in substantial compliance with Section 54954.5 of the Government Code.

CLOSED SESSION AGENDA ITEMS

- ☐ **LICENSE/PERMIT DETERMINATION**
(Government Code §54956.7)

Applicant(s): (Specify number of applicants) _____

- ☐ **CONFERENCE WITH REAL PROPERTY NEGOTIATORS**
(Government Code §54956.8)

- ☒ **CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION**
(Government Code §54956.9(d)(1))

Name of cases:

1. PERB Case No. SF-CE-2231-M
2. PERB Case No. SF-CE-2232-M
3. *Savista, LLC vs. Hazel Hawkins Medical Center*, File No. 6337918

- ☐ **CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION**
(Government Code §54956.9)

- ☐ **LIABILITY CLAIMS**
(Government Code §54956.95)

Claimant: (Specify name unless unspecified pursuant to Section 54961):

Agency claimed against: (Specify name): _____

- ☐ **THREAT TO PUBLIC SERVICES OR FACILITIES**
(Government Code §54957)

Consultation with: (Specify the name of law enforcement agency and title of officer): _____

- ☐ **PUBLIC EMPLOYEE APPOINTMENT**
(Government Code §54957)

Title:

- ☐ **PUBLIC EMPLOYMENT**
(Government Code §54957)

Title:

☐ **PUBLIC EMPLOYEE PERFORMANCE EVALUATION**

(Government Code §54957)

(Specify position title of the employee being reviewed):

Title:☐ **PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE**

(Government Code §54957)

(No additional information is required in connection with a closed session to consider discipline, dismissal, or release of a public employee. Discipline includes potential reduction of compensation.)

☒ **CONFERENCE WITH LABOR NEGOTIATOR**

(Government Code §54957.6)

Agency designated representative: Anne Olsen**Employee organization:** NUHW☒ **CONFERENCE WITH LABOR NEGOTIATOR**

(Government Code §54957.6)

Agency designated representative: Anne Olsen**Unrepresented employees**☐ **CASE REVIEW/PLANNING**

(Government Code §54957.8)

(No additional information is required to consider case review or planning.)

☐ **REPORT INVOLVING TRADE SECRET**

(Government Code §37606 & Health and Safety Code § 32106)

Discussion will concern: (Specify whether discussion will concern proposed new service, program, or facility):

1. Trade Secrets, Strategic Planning, Proposed New Programs, and Services.

Estimated date of public disclosure: (Specify month and year):☒ **HEARINGS/REPORTS**

(Evidence Code Sections 1156 and 1157.7; Health and Safety Code Section 32106)

Subject matter: (Specify whether testimony/deliberation will concern staff privileges, report of medical executive committee, or report of quality assurance committee):

1. Report – Credentials

☐ **CHARGE OR COMPLAINT INVOLVING INFORMATION PROTECTED BY FEDERAL LAW** (Government Code §54956.86)

(No additional information is required to discuss a charge or complaint pursuant to Section 54956.86.)

ADJOURN TO OPEN SESSION



**SPECIAL MEETING OF THE BOARD OF DIRECTORS
SAN BENITO HEALTH CARE DISTRICT
SUPPORT SERVICES BUILDING, 2ND-FLOOR, GREAT ROOM
IN PERSON AND BY VIDEO CONFERENCE**

**MONDAY, DECEMBER 8, 2025
5:00 P.M.**

Directors Present

Bill Johnson, Board Member
Devon Pack, Board Member
Victoria Angelo, Board Member
Nick Gabriel, Board Member - (Absent)
Josie Sanchez, Board Member – (Absent)

Also Present

Mary Casillas, Chief Executive Officer
Mark Robinson, Chief Financial Officer
Karen Descent, Chief Nursing Officer
Amy Breen-Lema, Vice President, Ambulatory & Physician Services
Suzie Mays, Vice President, Information & Strategic Services
Heidi A. Quinn, District Legal Counsel

1. Call to Order/Roll Call

Director Johnson called the meeting to order at 5:03 PM. A quorum was present, and attendance was taken by roll call. Directors Johnson, Pack, and Angelo were present. Directors Gabriel and Sanchez absent.

Director Johnson stated that circumstances have arisen since posting of the agenda for the special meeting, which require immediate action by the Board of Directors (“Board”). Under the Brown Act, the Board may add an item to the agenda in the event of an emergency related to work stoppage (Government Code section 54956.5). To add an item to the agenda under Anticipated Litigation – Initiation of Litigation, the Board must unanimously approve a motion to amend the agenda. If approved, there would be two cases under Anticipated Litigation: Initiation of Litigation (Government Code section 54956.9(d)(4), and the emergency provisions would apply to both items.

An opportunity for public comment was provided, and there was no public comment.

Director Johnson made a motion to amend the agenda to add one additional case for Anticipated Litigation – Initiation of Litigation (Gov’t Code section 54956.9(d)(4) t, and seconded by Director Pack.

Moved/Seconded/ Carried. Ayes: Directors Johnson, Pack, and Angelo. Approved 3-0 by roll call. Directors Gabriel and Sanchez were absent.

2. Public Comment

An opportunity for public comment was provided to members to comment on the closed session topics, not to exceed three (3) minutes.

There was no public comment.

3. Closed Session

President Johnson announced the items to be discussed in the Closed Session, as listed on the posted Agenda: a) Conference with Legal Counsel-Existing Litigation (Government Code §54956.9)(d)(1), two cases; b) Conference with Legal Counsel-Anticipated Litigation – Initiation of Litigation (Government Code §54956.9(d)(4)), and c) Conference with Labor Negotiator (Government Code §54957.6) with NUHW.

The members of the Board entered into a closed session at 5:10 pm.

4. Reconvene Open Session/Closed Session Report

The Board of Directors reconvened in open session at 6:14 p.m. Counsel stated that two (3) matters were discussed: a) Conference with Legal Counsel-Existing Litigation (Government Code §54956.9)(d)(1), b) Conference with Legal Counsel-Anticipated Litigation (Government Code §54956.9), and c) Conference with Labor Negotiator (Government Code §54957.6).

Under items a) Conference with Legal Counsel-Existing Litigation (Government Code §54956.9)(d)(1), and c) Conference with Labor Negotiator (Government Code §54957.6). regarding NUHW, the Board was provided a report but no reportable action was taken.

Under item b) Conference with Legal Counsel-Anticipated Litigation – Initiation of Litigation (Government Code §54956.9), relating to NUHW's Notice of Intent to Strike, the Board was notified right before the meeting, that the strike was canceled. The Board received a report, but no reportable action was taken.

5. Adjournment:

There being no further regular business or actions, the meeting was adjourned at 6:16 p.m.

The next Regular Meeting of the Board of Directors is scheduled for Thursday, December 18, 2025, at 5:00 p.m.



Hazel Hawkins
MEMORIAL HOSPITAL

**REGULAR MEETING OF THE BOARD OF DIRECTORS
SAN BENITO HEALTH CARE DISTRICT
SUPPORT SERVICES BUILDING, 2ND-FLOOR, GREAT ROOM
IN PERSON AND BY VIDEO CONFERENCE**

THURSDAY, DECEMBER 18, 2025

5:00 P.M.

MINUTES

Directors Present

Bill Johnson, Board Member
Devon Pack, Board Member
Victoria Angelo, Board Member
Nick Gabriel, Board Member (Absent)
Josie Sanchez, Board Member

Also Present

Mary Casillas, Chief Executive Officer
Mark Robinson, Chief Financial Officer
Suzie Mays, Vice President, Information & Strategic Services
Heidi A. Quinn, District Legal Counsel

1. Call to Order/Roll Call

Director Johnson called the meeting to order at 5:07 PM. A quorum was present, and attendance was taken by roll call. Directors Johnson, Pack, Angelo, and Sanchez, were present; Director Gabriel was absent.

2. Board Announcements

Director Johnson stated that he attended an Aging and Long-Term Care Commission Meeting. He will be meeting with Phillip Geiger on Friday, December 19, 2025.

3. Public Comment

An opportunity for public comment was provided, and individuals were given three minutes to address the Board Members and Administration.

No public comment received.

4. Consent Agenda - General Business

A. Consider and Approve Minutes:

- Regular Meeting of the Board of Directors – November 20, 2025.
- Special Meeting of the Board of Directors – December 8, 2025.

B. Receive Minutes: District Bylaws / Policies and Procedures Committee –

- November 10, 2025.

- C. Receive Officer/Director Written Reports - No action required.
- Provider Services & Clinic Operations
 - Skilled Nursing Facilities (Mabie Southside/Northside)
 - Laboratory and Radiology (No Report)
 - Foundation Report
 - Public Relations
 - PMO Project Summary Report

Director Johnson presented Consent Agenda items (A-C) to the Board for consideration.

MOTION: By Director Sanchez to approve the Consent Agenda, Items (A-C) to include the corrections to the minutes for the regular meeting; Seconded by Director Johnson.

Moved/Seconded/ Carried. Ayes: Directors Johnson, Pack, Angelo, and Sanchez; Nays; None. Approved 4-0-1 by roll call, with Director Gabriel absent.

5. Receive Informational Reports

A. Chief Executive Officer (Verbal Report)

Ms. Casillas provided a verbal update on the visits from Senator Laird and Congresswoman Lofgren, labor negotiations, rebranding and the community needs assessment.

An opportunity was provided for public comment; no public comment received.

B. Chief Nursing Officer

- Dashboard – October 2025

Ms. Casillas provided a verbal report in Karen's absence; documentation is included in the packet.

An opportunity was provided for public comment; no public comment received.

C. Facilities and Finance Committee – November 17, 2025

- Facilities Update – November, 2025
- Financial Statements – November, 2025
- Finance Dashboard – November, 2025
- Supplemental Payments – November, 2025

Mr. Robinson provided his CFO report, which included an update on Facilities, financial statements, and dashboard. These reports are included in the Board packet.

An opportunity was provided for public comment; no public comment received.

6. Action Items

- A. Consider and Approve Resolution NO. 2025-07 Fixing the Times and Dates of the Regular Meetings of the San Benito Health Care District Board of Directors, from February 26, 2026 through January 28, 2027.

Mr. Casillas provided a report, which is included in the packet.

An opportunity for public comment was provided; no public comment received.

MOTION: By Director Pack to Approve Resolution NO. 2025-07 Fixing the Times and Dates of the Regular Meetings of the San Benito Health Care District Board of Directors, from February 26, 2026 through January 28, 2027.; Seconded by Director Angelo.

Moved/Seconded/ Carried: Ayes: Directors Johnson, Pack, Angelo, and Sanchez; Nays: None. Approved 4-0-1 by roll call, with Director Gabriel absent.

B. Consider and Approve Professional Services Agreement with Mostafa Sadek, M.D.

Ms. Casillas provided a report, which is included in the packet.

An opportunity for public comment was provided; no public comment received.

MOTION: By Director Pack to Approve Professional Services Agreement with Mostafa Sadek, M.D.; Seconded by Director Angelo.

Moved/Seconded/ Carried: Ayes: Directors Johnson, Pack, Angelo, and Sanchez; Nays: None. Approved 4-0-1 by roll call, with Director Gabriel absent.

7. **Public Comment**

An opportunity for public comment on the closed session items was provided; no public comment received.

8. **Closed Session**

President Johnson announced the items to be discussed in the Closed Session, as listed on the posted Agenda:

- a) Conference with Legal Counsel-Existing Litigation (Government Code §54956.9(d)(1)
 1. PERB Case No. SF-CE-2231-M
 2. PERB Case No. SF-CE-2232-M
 3. *Savista, LLC vs. Hazel Hawkins Medical Center*, File No. 6337918
 4. *Nick Hadrian Gabriel v. San Benito Health Care District; Does 1-100, San Benito County Superior Court*;
- b) Conference with Labor Negotiator Government Code §54957.6 (NUHW); and
- c) Hearing/Report, Credentials, Evidence Code Sections 1156 and 1157.7; Health and Safety Code Section 32106(b).

The members of the Board entered into a closed session at 5:47 pm.

9. **Reconvene Open Session/Closed Session Report**

The Board of Directors reconvened to open session at 6:54 p.m.

Counsel reported that the Board met regarding several items:

- Conference with Legal Counsel-Existing Litigation on four separate matters. As to all, a report was provided to Board; the Board provided direction but there is no reportable action.
- Conference with Labor Negotiator regarding NUHW -a report was provided to the Board with no reportable action.
- The Board also received the credentials report, which was received and approved on motion of Director Johnson, second by Director Pack. Ayes: Directors Johnson, Pack, Angelo, and Sanchez; Nays: None. Approved 4-0-1 by roll call, with Director Gabriel absent.

10. Adjournment:

There being no further regular business or actions, the meeting was adjourned at 6:55 p.m.

The next Regular Meeting of the Board of Directors is scheduled for Thursday, January 22, 2026, at 5:00 p.m.

DRAFT



Hazel Hawkins

MEMORIAL HOSPITAL

DISTRICT BYLAWS / POLICIES AND PROCEDURES COMMITTEE
DECEMBER 15, 2025 – 1:00 PM
HORIZON CONFERENCE ROOM-2, 2ND-FLOOR, WOMEN'S CENTER

IN PERSON ONLY

MINUTES

Mission Statement - The San Benito Health Care District is a public agency that serves as a responsive, comprehensive health care resource for its patients, physicians, and the health care consumers of the community.

Vision Statement - San Benito Health Care District is committed to meeting community health care needs with quality care in a safe and compassionate environment.

Committee Members Present

Josie Sanchez, Board Member (Chair)
Devon Pack, Board Member
Mary Casillas, Chief Executive Officer (Absent)
Laura Garcia, Executive Assistant

Also Present

Heidi Quinn, Legal Counsel

1. **Call to Order**

The meeting of the Bylaws/Policies and Procedures Committee was called to order at 1:03 p.m. by Director Sanchez.

2. **Consider and Approve Minutes of the District Bylaws/Policies and Procedures Committee – November 10, 2025.**

Motion: By Director Pack, to approve the minutes of the District Bylaws/Policies and Procedures Committee – November 10, 2025, Seconded by Director Sanchez, and unanimously approved.

3. Review of Policies for Recommendation

- Development of Board Agenda – Policy will be brought to the next scheduled meeting for review.
- Fiduciary Responsibility of Board Members - Policy, with revisions, will be brought to the next scheduled meeting for review.
- Human Resources Requirements (Archive - Combined with Compensation and Benefits) – Direction to recommend archival of the policy.
- Improvements, Comments, Suggestions (Archive – Similar to Area of Concern) – Direction was to recommend archival of policy.
- Limit of Authority – Policy, with proposed revisions, will be brought to the next scheduled meeting for review.
- Meetings with Administrator – Direction was to recommend archival of the policy.
- Office Assistance for Board Members – Direction was to recommend archival of the policy.
- Potential Conflicts of Interest - Policy, with proposed revisions, to be brought to the next scheduled meeting for review.
- Relationship to Management Company - Policy, with proposed revisions, will be brought to the next scheduled meeting for review.
- Safety and Disaster Plan – Policy will be brought to the next scheduled meeting for review.
- Strategic Planning (Archive) – Policy, with proposed revisions, will be brought to the next meeting for review.
- Suggestions for Change to Board Policy/Procedures – Policy was reviewed with no recommended changes.
- Time Lines – Direction was to archive policy; and consolidate terms with the Development of Board Agenda policy.
- Updating – Policy, with proposed revisions, will be brought to the next scheduled meeting for review.
- Use of Letterhead by Directors – Policy, with proposed revisions, will be brought to the next meeting for review.
- Compensation and Benefits (Replaces Compensation & Human Resources Requirements) - The Policy will be brought to the next scheduled meeting for recommendation of approval.

4. Consider and Approve Schedule of Future Meetings (Committee)

The Committee is not available to meet at its next scheduled meeting on Monday, January 12, 2025 at 1:00 pm. January meeting is pending until confirmation of date and time.

5. Adjournment

There being no further regular business, the meeting was adjourned at 1:25 p.m.

To: San Benito Health Care District Board of Directors
 From: Amy Breen-Lema, Vice President, Clinic, Ambulatory & Physician Services
 Date: January 12, 2026
 Re: All Clinics – December 2025

December 2025 Rural Health and Specialty Clinics' visit volumes

Clinic Location	Total visits current month	Total visits prior month (November 2025)
Orthopedic Specialty	504	490
Multi-Specialty	558	598
Sunset	706	795
Surgery & Primary Care	325	288
San Juan Bautista	323	320
1st Street	533	513
4th Street	1,006	981
Barragan	523	437
Total	4,478	4,422

- Provider recruitment activities with anticipated start dates by specialty:
 - Urogynecology: Dr. Katherine Volpe – February 2026
 - Pediatrician: Dr. Carmelita Raymundo-DeVera – February 2026
 - Family Practice: Stephanie Smith has been working as a locum physician assistant (PA) and recently transitioned to an employed PA. She has been a great asset to the clinics.
 - Vanessa Bojorquez, PA-C joined our clinic care team as a family medicine locum tenens provider. Her addition has been instrumental in bridging a critical coverage gap and has enabled the San Juan Bautista clinic to maintain consistent family practice services five days per week, ensuring continued access to care for our patients.



Hazel Hawkins MEMORIAL HOSPITAL

Mabie Southside/Northside Skilled Nursing Facility

Board Report – January 2026

To: San Benito Health Care District Board of Directors

From: JayLee Davison, Interim Director of Nursing, Skilled Nursing Facility

1. Census Statistics: January 2026

Southside	2026	Northside	2026
Total Number of Admissions	16	Total Number of Admissions	7
Number of Transfers from HHH	16	Number of Transfers from HHH	5
Number of Transfers to HHH	7	Number of Transfers to HHH	0
Number of Deaths	1	Number of Deaths	1
Number of Discharges	17	Number of Discharges	0
Total Discharges	18	Total Discharges	1
Total Census Days	1324	Total Census Days	1393

Note: Transfers are included in the number of admissions and discharges. Deaths are included in the number of discharges. Total census excludes bed hold days.

2. Total Admissions: January 2026

Southside	From	Payor	Northside	From	Payor
11	HHMH	Medicare	5	HHMH	MEDICARE
2	HHMH Re-Admits	Medicare	1	SALINAS VALLEY	MEDICARE
2	HHMH Re-Admits	CCA	1	NATIVIDAD	MEDICARE
1	HHMH Re-Admit	PVT			
Total: 16			Total: 7		

3. Total Discharges by Payor: January 2026

Southside	2026	Northside	2026
Medicare	13	Medicare	0
Medicare MC	0	Medicare MC	0
CCA	4	CCA	1
Medical	0	Medical	0
Medi-Cal MC	0	Medi-Cal MC	0
Hospice	0	Hospice	0
Private (self-pay)	1	Private (self ay)	0
Insurance	0	Insurance	0
Total:	18	Total:	1

4. Total Patient Days by Payor: January 2026

Southside	2026	Northside	2026
Medicare	270	Medicare	170
Medicare MC	0	Medicare MC	0
CCA	931	CCA	1078
Medical	31	Medical	62
Medi-Cal MC	0	Medi-Cal MC	0
Hospice	62	Hospice	83
Private (self-pay)	30	Private (self-pay)	0
Insurance	0	Insurance	0
Bed Hold / LOA	14	Bed Hold / LOA	0
Total:	1338	Total:	1393
Average Daily Census	43.16	Average Daily Census	44.94



To: San Benito Health Care District Board of Directors
From: Bernadette Enderez, Director of Diagnostic Services
Date: January 2026
Re: Laboratory and Diagnostic Imaging

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Updates:

Laboratory

1. Quality Assurance/Performance Improvement Activities
 - Update on chemistry analyzer project → Assay validation completed. Interface validation on going.
 - Phase 2A construction update → Phase 2A to be completed 1/23/26. Phase 2B estimated to start on 1/26/26 and be completed on 4/7/26.

2. Laboratory Statistics

	December 2025	2025 YTD
Total Outpatient Volume	4161	51295
Main Laboratory	1246	15571
Mc Cray Lab	885	11197
Sunnyslope Lab	356	4997
SJB and 4 th Street	86	1056
ER and ASC	1588	18474
Total Inpatient Volume	183	1969

Diagnostic Imaging

1. Quality Assurance/Performance Improvement Activities
 - Preparation for multi-modality trailer pad proposal
 - Preparation of the C-arm proposal for Board approval
 - Imaging space planning to resume

2. Diagnostic Imaging Statistics

	December 2025	2025 YTD
Radiology	1924	22247
Mammography	738	8239
CT	1025	12168
MRI	223	2468
Echocardiography	99	1325
Ultrasound	716	9085



TO: San Benito Health Care District Board of Directors
FROM: Liz Sparling, Foundation Director
DATE: January 2026
RE: Foundation Report for January

The Foundation Board of Directors met on January 8 and one presentation:

- Jorge Ramirez, Certified Healthcare Emergency Professional (CHEP), Director of Emergency Management; Security; Life Safety; EVS; Engineering at HHMH presented a request for Utility Carts for the Engineering and Security Departments.

Finance Committee

a. Financial Report	December
1. Income	\$ 49,502.98
2. Expenses	\$ 73,233.76
3. New Donors	4
4. Total Donations	195

Allocations:

1. Up to \$22,000 for two Utility Carts for Engineering & Security Departments
2. \$90,250 for the Workstation on Wheels Equipment (WOWs) from funds raised at the Dinner Dance dedicated to this purpose
3. Our clean audit was presented to the Board

Directors Report:

- Welcome to our new Board Members: Amy Gill, Danielle Nino and Ashley Rule.
- Welcome to our new Executive Committee: Brynn Gho – President, Salina Chacon – VP, Amy Breen-Lema – Secretary and Irene Recht – Treasurer.
- Processed all the wonderful gifts we received from the Dinner Dance. Leal has been booked for 11.7.26. Please mark your calendars!
- Working on the Tranquility Rooms in the Skilled Nursing Facilities. Decided to redo an old cabinet in Southside to go with the room design and the construction is underway.
- Our end of year letters to all donors for tax purposes will go out the week of 1.19.26.
- Kyle Sharp will be reviewing our Edward Jones accounts with us in February.

Fundraising Committee:
















- As of January 7, there have been 2,590 total donations raising \$1,537,242.60








Scholarship Committee:


- Our 2026 Scholarship application is now posted on our website and available in the front lobby of the Hospital in hard copy form. Applications are due April 1.

MARKETING


• Social Media Posts

Title		Date published ↓	Reach ⓘ ↑↓	Likes and reactions ⓘ ↑↓	Views ⓘ ↑↓
 HHMH CELEBRATES OUR 2026 FIRST BA... Multi media • Hazel Hawkins Hospital	Boost ...	Fri Jan 2, 1:15pm	20,907	219	39,939
 Cough, cold, too much bubbly, too many ho... Photo • Hazel Hawkins Hospital	Boost ...	Fri Jan 2, 11:00am	288	1	529
 Cough, cold, too much bubbly, too many ho... Photo • Hazel Hawkins Hospital	Boost ...	Fri Jan 2, 7:00am	248	0	387
 Cough, cold, too much bubbly, too many ho... Photo • Hazel Hawkins Hospital	Boost ...	Thu Jan 1, 8:00pm	279	2	426
 Cough, cold, too much bubbly, too many ho... Photo • Hazel Hawkins Hospital	Boost ...	Thu Jan 1, 1:00pm	241	1	387
 Cough, cold, too much bubbly, too many ho... Photo • Hazel Hawkins Hospital	Boost ...	Thu Jan 1, 10:00am	295	3	456
 HAPPY NEW YEAR! Sending out best wish... Photo • Hazel Hawkins Hospital	Boost ...	Thu Jan 1, 8:00am	273	9	404
 All outpatient Lab, Radiology and Commun... Photo • Hazel Hawkins Hospital	Boost ...	Thu Jan 1, 7:00am	362	2	527
 HOLLISTER ORTHOPEDIC SPECIALTY CE... Photo • Hazel Hawkins Hospital	Boost ...	Dec 31, 2025	2,971 2,427 from ads	504 490 from ads	5,626 4,613 from ads
 All outpatient Lab, Radiology and Commun... Photo • Hazel Hawkins Hospital	Boost ...	Dec 31, 2025	603	5	962
 Cough, cold, too much bubbly, too many ho... Photo • Hazel Hawkins Hospital	Boost ...	Dec 31, 2025	441	6	709
 HOLLISTER ORTHOPEDIC SPECIALTY CE... Photo • Hazel Hawkins Hospital	Boost ...	Dec 31, 2025	3,192	22	4,761
 Cough, cold, too much eggnog, too many c... Photo • Hazel Hawkins Hospital	Boost ...	Dec 26, 2025	233	1	431
 Cough, cold, too much eggnog, too many c... Photo • Hazel Hawkins Hospital	Boost ...	Dec 25, 2025	246	2	423
 Cough, cold, too much eggnog, too many c... Photo • Hazel Hawkins Hospital	Boost ...	Dec 25, 2025	285 0 from ads	3 0 from ads	465 0 from ads

Title		Date published ↓	Reach ↑ ↓	Likes and reactions ↑ ↓	Views ↑ ↓
 Wishing everyone a very Merry Christmas! ...	Photo • Hazel Hawkins Hospital	Dec 25, 2025	329	19	606
 Cough, cold, too much eggnog, too many c...	Photo • Hazel Hawkins Hospital	Dec 24, 2025	813	6	1,288
 Thank you to our community partners and f...	Hazel Hawkins Hospital	Dec 23, 2025	228	3	389
 CHRISTMAS HOLIDAY HOURS FOR CLINI...	Photo • Hazel Hawkins Hospital	Dec 23, 2025	929	4	1,450
 Today, we had the pleasure of celebrating 1...	Multi media • Hazel Hawkins Hospital	Dec 19, 2025	1,157	17	2,365
 Today San Benito County joyfully welco...	Multi media • Hazel Hawkins Hospital	Dec 18, 2025	3,299	45	5,858
 The HHMH Foundation is forever grateful f...	Photo • Hazel Hawkins Hospital	Dec 17, 2025	689	22	1,281


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 Specialty Center**

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 An Outstanding Team of Physicians.**



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 Pediatric Orthopedics and
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Ladelle Bradford, MD
 Specializing in general
 Orthopedic Surgery

Steven Klein, MD
 Specializing in the treatment
 of hand, wrist, elbow
 and shoulder

Christopher Variani, MD
 Specializing in sports medicine and
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The two highest viewed posts for the month.



HHMH CELEBRATES OUR 2026 FIRST BABY OF THE NEW YEAR!

HHMH is proud to welcome the first baby of the New Year, arriving at 10:25 am on January 1, 2026.

Baby girl Namina, was born weighing 6 lbs. 14 oz. and measuring 20 inches long. Proud parents Evelyn Rivera and Kalisto Alik were all smiles as they rang in the New Year with the arrival of their newest family member.

EMPLOYEE ENGAGEMENT

Employees:

- Hazel's Headlines
- Employee Years of Service Recognition program

MEDIA

Press Release:

- HHMH Welcomes First Baby of the New Year

COMMUNITY

Public:

Working with Wipfli on the 2026 Community Needs Assessment

- There are 33 community leaders/stakeholders that have been identified to be interviewed by Wipfli. Introductory emails were sent by Frankie Gallagher with a follow up email sent by Wipfli inviting stakeholders to schedule an interview. To date, 10 interviews have been scheduled.
- Promoting Community Needs Assessment questionnaire to the community.

Project Dashboard - January 2026 Board

Project Name	Purpose	Start Date	Go Live	Duration	Status	Priority	HCAI	Key Stakeholder	Role	Update
Inovalon	Nurse Scheduling Software	12/6/2024	TBD	0	In Progress	Low		Jac Fernandez	Senior Director of Acute Care Services	Staff/Director training ongoing. Product is live to admin's and house supervisors to refine workflow.
HUGS/Securitas	Infant Security	4/12/2024	TBD	0	In Progress	High		Jac Fernandez	Senior Director of Acute Care Services	Vendor onsite 1/12 to start cabling requirements for the WC. Estimated 2-4 weeks of work before Securitas can perform location optimization.
BD Installation	New Pyxis Machines	12/4/2024	TBD	0	In Progress	Medium		Naveen Ravela	Pharmacy Director	Vendor scheduled to be onsite week of 1/12 and x-ray scan the floors for team to prepare for installation
BD Pharmacy Keeper	IV Compounding Verification	11/14/2024	TBD		In Progress	High		Naveen Ravela	Pharmacy Director	Ongoing technical meetings with BD and Meditech
Lab Remodel	Lab Phase 1: Analyzer Validation		4/1/2026		In Progress	High		Bernadette Enderez	Lab/Radiology Director	Currently on 85% of the validation process. (project will not officially close out until Lab Phase 2 is completed and ready to move to permanent location)
Lab Remodel	Lab Phase 2: Analyzer Replacement	6/3/2024	4/1/2026	667	Ongoing	High		Bernadette Enderez	Lab/Radiology Director	Schedule extended until April. Still pending electrical panel MOP, abate for phase 2b.
OR Remodel	Updating OR per OSHPD Requirements	11/20/2024	12/31/2025	406	In Progress	High		Mendi Suber-Ventura	Director of Surgical Services	Pending internal investigation for smaller/cheaper part replacement to see if sufficient fix.
Seismic	Upgrade to Meet HCAI Seismic Compliance & Safety Standards	TBD	TBD		Ongoing	High		Jorge Ramirez	Senior Director Support Services	Compliance plan successfully submitted before the 1/1/26 deadline. HCAI grant application submitted.
MRI Upgrade	Proposal submitted	TBD	TBD		On Hold	Low		Bernadette Enderez	Lab/Radiology Director	Proposal submitted

Project Dashboard - January 2026 Board

*Radiology Masterplan	Assessment of equipment and remodel	11/1/2025	TBD		On Hold	High		Bernadette Enderez	Lab/Radiology Director	Meeting to be scheduled to discuss requirements
*Imaging Trailer Pad Make Ready	Treanor to help when MP starts	TBD	TBD		On Hold	Medium		Bernadette Enderez	Lab/Radiology Director	Pending proposal approval
*Verkada	Security / SSO + Door Access	3/11/2025	TBD		In Progress	High		Jorge Ramirez	Director of Emerg Mgmt & Security	Contract issued to The Core Group to start construction. Planning for kickoff meeting week of 1/12/26
Willdan Energy Solutions	GK12 Program: 9 locations where we can have new water heaters at no cost to the district.	8/29/2025	TBD		In Progress	Medium		Jorge Ramirez	Senior Director Support Services	Planning with internal and the general contractor team for permitting and installation dates. Pending City Of Hollister approvals.
Sterilizer Replacement	Installation of new AMSCO 400 48 SD equipment for Sterile Processing Department	9/16/2025	TBD		In Progress	High		Mendi Suber-Ventura	Senior Director Support Services	Advertisement for bid process to begin end of JAN or first week of FEB.
Focus Sports Therapy	Renovate and expand Focus sports therapy clinic	7/1/2025	TBD		In Progress	Medium		Jorge Ramirez	Senior Director Support Services	Ongoing schematic design with architects and Focus PT team.
Physical Therapy Clinic Remodel	Expanding current location to help with ongoing demand	6/1/2025	TBD		On Hold	High		Jun Estrada	Director of Physical Therapy	Looking to perform feasibility study of the new location
Soleran	Replace current engineering ticketing system	1/1/2025	9/29/2025		In Progress	Medium		Jorge Ramirez	Senior Director Support Services	Go Live was 9/29 for corrective work orders. Preventative and Planned Work Orders in progress.
ED Helipad	System is an AFFF system and no longer allowed in CA. Is required to be phased out due to being a hazardous chemical.	1/14/2025	TBD		In Progress	High		Jorge Ramirez	Senior Director Support Services	(E) Emergency HCAI project demolition/skid removal was completed 12/6. Pending final sign off. Regular (S) project has been submitted, construction will start after HCAI approval..

Project Dashboard - January 2026 Board

Nurse Call System	Replace	9/10/2024	TBD		On Hold	High		Jac Fernandez	Senior Director of Acute Care Services	Pricing details collected and presented for review.
Immuware Employee Health Software	Streamline employee health tracking, automate compliance reporting & improve visibility of immunizations, exposures, & health screenings.	6/27/2025	1/15/2026		In Progress	High		Elizabeth Von Uff	Director, Employee Health/WC	Interface mapping phase complete. Training complete and Go Live scheduled for 1/15/26.
Tranquility Rooms	Dedicated therapeutic low sensory rooms at William & Inez Mabie Northside and Southside Skilled Nursing Facilities.	7/24/2025	TBD		In Progress	High		Liz Sparling	Director Foundation	Both rooms progressing on schedule. Ordered items have arrived and installation work underway.
Meditech Expanse MaaS Implementation	Electronic Health Record	9/17/2025	7/1/2026		In Progress	High		Suzie Mays	VP, Information and Strategic Services	Dictionary building in progress. Meetings in progress for interfaces.
CT Scanner	Replace	TBD	TBD		In Progress	High		Bernadette Enderez	Lab/Radiology Director	Both CT's that we have need repairs.
Galen Healthcare Solutions	Galen will archive eCW data that cannot be migrated to Meditech Expanse.	8/13/2025	TBD		In Progress	Medium		Salomon Mercado	Director Information Technology	Galen team will confirm access and transition to implementation.

Totals										
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	estimated go-live
	planned go live
	possible new/not started

TASK STATUS %							
STATUS	COUNT	%					
Not Started	0	0%					
In Progress	16	70%					
Overdue	0	0%					
On Hold	5	22%					
Ongoing	2	9%					
Completed	0	0%					
TOTAL	23	100%					
PROJECT PRIORITY %							
PRIORITY	COUNT	%					
High	16	70%					
Medium	5	22%					
Low	2	9%					
TOTAL	23	100%					

PENDING ITEMS

Decisions	
Actions	
Change Requests	2



BOARD OF DIRECTORS POLICY MANUAL

Committee Approval: 7/20/22

Policy #: BOD-10

Reviewed:

Revised: 7/20/22

Board Approval: 9/21/00, 8/25/22

Pg. 1 of 2

SUBJECT: Development of Board Agenda

POLICY:

The San Benito Health Care District Chief Executive Officer (CEO), in consultation with the Board President, Administrator, and Administrative Assistant are to develop the monthly-regular Board meeting agendas based on Board committee reports, consent agenda items, and old, and new business proposed by the CEO and/or other Board members.

PROCEDURE:

Items necessary for the Board business are to be prepared with sufficient time for Directors to adequately review and prepare prior to the monthly Board meeting.

Draft minutes from a Thursday Board meeting are due the afternoon of the Friday of the following week.

Department and committee reports that are to be included as part of the Board packet are to be given to the Administrative Assistant by noon Tuesday the week before the Board's regular Thursday meeting.

All information provided for the board packet is considered public knowledge, and rules of confidentiality should be of the highest priority.

Board packets are to be distributed no later than Monday of the week of the Board's regular Thursday meeting.

Board packets are available hardcopy or email for:

Board members (5)

Executive Team ———— (4-5) CEO, CCO CNO, CFO, COO-VP, Ambulatory and Physician Services, VP, Information and Strategic Planning.

Chief of Medical Staff (1)

Administrative Assistant (2) (one for Admin-Executive- Assistant; one desk copy)

Board Counsel (1) (email and hardcopy at meeting)

DIRECTOR'S AGENDA

DATE:

QUALITY ISSUES: Community Accountability and Values

Patient Care / Physician and Hospital

FINANCIAL RESPONSIBILITIES

PLANT / FACILITY UPKEEP AND SAFETY

PLANNING / STRATEGY VISIONS

MISCELLANEOUS QUESTIONS / CONCERNS

San Benito Health Care District
Board of Directors
Policy Manual

SUBJECT	Fiduciary Responsibility Of Board Members		
WRITTEN BY	Board Ad Hoc Committee on Policy & Procedures	POLICY NUMBER	2000 - 14
APPROVED BY	San Benito Healthcare District Board of Directors	EFFECTIVE	May 24, 2001
Resolution #		REPLACES	September 21, 2000
Other			

POLICY

The Board of Directors holds the ~~Healthcare~~ Health Care District (District) in trust for the community. The Board of Directors have fiduciary duties of Care, Loyalty and Obedience, requiring them to act in good faith, prioritize the District's mission and community interests over personal gain, follow laws and Bylaws, manage finances prudently and oversee quality of care. It is responsible for its financial welfare and for assuring high quality patient care.

PROCEDURE

Duty of Care: Acting with the diligence and prudence of a reasonable person in a similar position, staying informed about the District's operations, finances, and risks. This involves asking questions, reviewing financial statements, seeking expert advice, and making informed decisions.

While financial operation of the District is entrusted through the Administrator to the Chief Financial Officer, the ultimate responsibility for sound financial management lies with the Board of Directors (Board). Therefore, careful consideration of monthly financial reports, the annual operating budget, and requests for capital expenditures is imperative. Careful monitoring of the following indicators will keep the Board aware of areas of service that may need attention.

- Medical Staff Reports
- Patient Satisfaction Survey Reports
- Risk Management Reports

Strong support should be given to all efforts to provide efficient, high quality patient care.

Duty of Loyalty: Prioritizing the District's interests above personal, financial, or other competing interests, avoiding conflicts of interest. This duty involves disclosing potential conflicts and recusal from related decisions, acting for the good of the District, not personal benefit.

Duty of Obedience: Ensuring decisions and actions align with the District's mission, purpose, bylaws, and applicable laws and regulations. This duty involves upholding the District's commitment to patient care, community health, and its foundational principles.

San Benito Health Care District Board
of Directors
Policy Manual

SUBJECT	Limit of Authority		
WRITTEN BY	Board Ad Hoc Committee on Policy & Procedures	POLICY NUMBER	2000 - 17
APPROVED BY	San Benito Health care <u>Care</u> District Board of Directors	EFFECTIVE	May 24, 2001
Resolution #		REPLACES	September 21, 2000
Other			

POLICY

The San Benito Health Care District (District) Governing Board of Directors (Board) is the unit of authority for the District. Apart from the normal function as a part of the ~~unit~~Board, a Board member has no individual authority.

PROCEDURE

1. Individually, a Board member may not commit the District to any policy, act, or expenditure.
2. A Board member cannot do business with the District ~~served~~, nor should ~~the any~~ Board member have an interest in any contract or agreement with the District in general.
3. A Board member does not represent their zone, nor any factional segment of the community; ~~rather, but rather is a part of the body that~~ each member represents and acts for the community as a whole.
4. No individual member of the Board, by virtue of holding office, shall exercise any administrative responsibility ~~neither~~ with respect to the District, ~~nor as an and shall~~ not, as an individual, command the services of any District employee.
5. No member of the ~~Governing~~ Board shall become an employee of the District while serving on the Board.

San Benito Health Care District
Board of Directors
Policy Manual

SUBJECT	Safety and Disaster Plan <u>OVERSIGHT OF SAFETY, EMERGENCY MANAGEMENT, & AND DISASTER PREPAREDNESS</u>		
WRITTEN BY	Board Ad Hoc Committee on Policy & Procedures	POLICY NUMBER	2000 — 22
APPROVED BY	San Benito Healthcare District Board of Directors	EFFECTIVE	May 24, 2001
Resolution #		REPLACES	September 21, 2000 <u>May 24, 2001</u>
Other			

POLICY

~~The Board needs to be aware of what will occur at the hospital in any kind of catastrophic event.~~

PROCEDURE

~~Board members should make themselves familiar with hospital disaster, fire, and safety plans. The manuals for these plans are on file in the Administrative Office.~~

~~Board members should keep their telephone roster available for emergency purposes.~~

PURPOSE

~~The purpose of this policy is to~~ **To define the governance responsibilities of the San Benito Health Care District (District) Board of Directors ("the Board") in providing oversight of Hazel Hawkins Memorial Hospital's (Hospital) Safety Program and Emergency Management/Disaster Preparedness Program, in accordance with applicable federal and state laws and regulations governing Critical Access Hospitals (CAHs).**

The Board affirms its duty to ensure that systems are in place to protect patients, staff, visitors, and the community before, during, and after emergencies.

POLICY STATEMENT

The Board of Directors shall provide strategic oversight, governance, and accountability for the Hospital's Safety Program and Emergency Operations Plan (EOP). Operational responsibility resides with the Chief Executive Officer (CEO) and delegated hospital leadership (e.g., Director of Emergency Management).

The Board ensures that the Hospital maintains compliance with:

- **CMS CAH Conditions of Participation** (42 CFR §485.623 & §485.625 – Physical Environment & Emergency Preparedness)
- **CMS Emergency Preparedness Final Rule** (All-hazards approach; training; communication plan; annual review)
- **California Health & Safety Code; and California Code of Regulations, Title 22** (CAH requirements for safety, disaster planning, and emergency operations)
- National Fire Protection Association (NFPA) 99 & NFPA 101 (Life Safety Code)
- National Incident Management (NIMS)/Incident Command System (ICS) requirements
- OSHA / Cal-OSHA safety standards

The Board's role is policy governance, not rather than operations or day-to-day management. The Board holds the CEO accountable for ensuring the Hospital is prepared and compliant.

PROCEDURE

1. Annual Review & Approval

The Board shall:

1. Review and approve the Emergency Operations Plan (EOP) and associated hazard vulnerability analysis (HVA) at least annually.
2. Review the organizational Safety Management Plan, including goals, incident trends, and annual evaluation.
3. Verify that the EOP addresses CMS-required elements:
 - All-hazards risk assessment
 - Communications plan
 - Policies/procedures for subsistence, evacuation, shelter-in-place
 - Roles and responsibilities

- Training and exercises

4. Ensure that annual disaster drills/exercises (full-scale or functional + tabletop) are completed and evaluated.

2. Reporting to the Board

The Board will receive regular updates through the CEO or designee:

Quarterly Reports

- Safety metrics and incident trends
- Environment of care rounds summary
- Workplace violence data (per SB 553 & [California Code of Regulations, Title 8, §3342](#))
- Corrective actions and follow-up
- Status updates on emergency preparedness initiatives

Annual Reports

- Annual evaluation of the Emergency Management Program
- HVA results and mitigation strategies
- Compliance with CMS EP requirements
- Review of community partner engagement (EMS, Public Health, County OES)

3. Authority & Accountability

The Board shall:

- Ensure the CEO assigns responsibility for safety, environment of care, and emergency preparedness functions to qualified individual(s).
- Hold leadership accountable for implementing corrective actions, regulatory compliance, and maintaining emergency readiness.
- Ensure adequate resources (equipment, staffing, training, communications systems) for emergency preparedness.
- Support [H](#)ospital participation in regional planning coalitions (e.g., Medical Health Operational Area Coordinator – MHOAC).

4. Governance During an Emergency

During activation of the Emergency Operations Plan:

- The Board retains **governance oversight**, not operational control.
- The CEO or Incident Commander provides timely briefings as appropriate.
- The Board may be asked to support:
 - Resource allocation decisions
 - Community coordination
 - Emergency declarations as required by **District law**

5. Compliance Monitoring

The Board ensures:

- The organization completes required **CMS training, exercises, and after-action reviews (AARs)**.
- Gaps identified during drills or actual events are resolved.
- Policies and procedures remain updated and compliant with:
 - CMS CoPs
 - CDPH requirements
 - Local, state, and federal emergency response standards

6. Documentation

Documentation submitted to the Board shall be maintained in accordance with hospital policy and regulatory requirements, including:

- Minutes reflecting review/approval of EOP and Safety Plans
- Annual evaluations
- HVA assessments
- Exercise summaries and AAR/IPs (Improvement Plans)

RESPONSIBILITIES

Board of Directors:

Provides governance oversight, approves plans, and ensures compliance and readiness.

Chief Executive Officer:

Responsible for operational implementation of plans and ensuring preparedness.

Director of Emergency Management:

Ensures plan maintenance, completion of required training and exercises, tracks compliance, and provides reports to leadership.

REFERENCES (APA Format)

Centers for Medicare & Medicaid Services. (2020~~3~~). *State Operations Manual Appendix W: Survey Protocol, Regulations and Interpretive Guidelines for Critical Access Hospitals*. CFR 485.625 – Condition of Participation: Emergency Preparedness Retrieved on December 12, 2025 from https://www.cms.gov/regulations-and-guidance/guidance/manuals/downloads/som107ap_w_cah.pdf ~~https://www.cms.gov~~

Centers for Medicare & Medicaid Services. (2016). *Emergency Preparedness Requirements for Medicare and Medicaid Participating Providers and Suppliers Final Rule*.

California Department of Public Health. (2024). *California Code of Regulations, Title 22: Hospital Licensing Requirements*.

California Department of Public Health (CDPH). (No Date). Title 22, Division 5, Chapter 1, Article 7, Section 70741. Disaster and Mass Casualty Program. Retrieved on December 12, 2025 from <https://govt.westlaw.com/calregs>

California Health & Safety Code §§ 32121, 1275, 1300.

California Emergency Services Act, Gov. Code §§ 8550–8669.7.

National Fire Protection Association. (2021). *NFPA 99: Health Care Facilities Code*.

National Fire Protection Association. (2021). *NFPA 101: Life Safety Code*.

U.S. Department of Homeland Security. (2020). *National Incident Management System (NIMS)*.

U.S. Department of Homeland Security. (2018). *Incident Command System (ICS)*.



BOARD OF DIRECTORS POLICY MANUAL

Committee Approval: 7/20/22

Policy #: BOD-23

Reviewed: 5/2001, 7/20/22

Revised: 5/24/2001, 7/20/22

Board Approval: 5/24/2001, 8/25/22

San Benito Health Care District Bylaws – Section X.B (1)

Pg. 1 of 1

SUBJECT: Strategic Planning

POLICY:

The District recognizes the importance of ongoing strategic planning process by which it translates its mission and values into actionable and measurable goals, strategies, initiatives, and programs. The plan will provide direction for both long and short-term decision-making by the San Benito Health Care District (District) Board of Directors and Executive Leadership to fulfill the mission of the District and make choices among competing demands for capital investment, philanthropy, facilities, and human resources.

PROCEDURE:

The President of the Board of Directors (Board) shall appoint all members of the Strategic Planning Committee to include at least: two (2) members of the Board, Chief Medical Officer, one (1) representative of the Medical Staff, one (1) representative of the Hospital Auxiliary, one (1) representative of the ~~Director of Nursing~~ Chief Nursing Officer, one (1) representative of the Foundation Board, VP, Ambulatory and Physician Services and/or their designee, VP, Information and Strategic Services and/or their designee, and the Chief Executive Officer and/or his/her/their designee.

PROCEDURE:

The Strategic Planning Committee shall meet as necessary during the year to propose to the Board specific goals and objectives for a minimum three (3) year period. Such proposal shall be made no later than the second quarter of each the fiscal year. The long-range strategic plan shall be revised and updated no less than annually. The current Provider and Community Health Need Assessments will be referenced to identify priorities.

Policy : Board Member Identification, Compensation & Benefits Policy

PURPOSE

Compensation

To establish guidelines for serving compensation, on expense reimbursement, and benefit participation for the Board of Directors in accordance with applicable state laws and San Benito Health Care District (District) policy .

POLICY

The members District has established the following requirements for Board of Directors (Board) identification, Human Resources compliance expectations, and guidelines governing compensation, expense reimbursement, and participation in District-sponsored benefit programs, in accordance with applicable laws and District policies.

PROCEDURE

Identification Badges

- Directors are required to obtain and wear District-issued identification (ID) badges issued by the Human Resources (HR) Department.
 - The HR Department will issue an identification badge to each Director.
 - Directors must display badges as required while on District premises.
 - Lost badges must be reported to HR immediately for replacement.

Human Resources Policy Familiarity

- Directors must familiarize themselves with the District's HR policies and procedures. All questions or concerns from hospital personnel regarding HR matters must be referred to the HR Department.

Compensation

- Directors shall not receive any stipend or per-meeting compensation unless specifically authorized by resolution of the Board shall in serve accordance without with compensation Health except and that Safety each Code shall §32103.

Expense Reimbursement

- Directors allowed are entitled to reimbursement for actual and necessary expenses incurred while conducting official District business, including travel , meals, and incidental lodging, expense consistent incurred with Government Code § 53232.3 and Health & Safety Code § 32103.
- The following types of occurrences qualify for reimbursement when attended in the performance of the official business of the District duties as approved by the Board. The members Directors of the Board shall and when prior approval is obtained. These examples are intended to be entitled illustrative and not exhaustive and include, but are not limited to , the following:

- Training workshops, seminars, and conferences.
- Educational workshops, seminars, and conferences.
- Meetings of or sponsored by ACHD (Association of California Health Care Districts), CSDA (California Special Districts Association), CHA (California Hospital Association), and other state or national organizations relevant to the purposes of the District.
- Meetings of local governmental entities and bodies and ad hoc committees thereof.
- Meetings of local nonprofit organizations.
- Meetings of community or civic groups or organizations.
- Meetings of advisory groups and ad hoc committees organized or conducted by District staff.
- Meetings with District consultants, advisors, and other professionals.
- Any other activity that the Board determines in advance to be necessary or appropriate to the conduct of District business, whether the request for attendance is initiated by the Board or by a Director.
- Expense claims must include itemized receipts and a brief description of the business purpose and must be submitted within thirty (30) days of incurring the expense.
- The Chief Financial Officer shall review and verify all claims prior to approval.

Health and Life Insurance Benefits

- Directors may participate in District-sponsored health and life insurance programs pursuant to Government Code §53201 and under the same terms and conditions applicable to District employees, as determined by Board resolution.
- The HR Department shall coordinate enrollment, maintain documentation of their participation, status and as ensure compliance with eligibility and reporting requirements.

Transparency and Reporting

- Directors shall provide brief reports on meetings attended at the expense of the District at the next regular meeting of the District (Gov. Code §53232.3). If the Director is not in attendance at the next regular meeting, a written report may be submitted and read aloud by another Director.
- All reimbursements and benefit participation are subject to inspection in accordance with the California Public Records Act (Gov. Code §7920.000 et seq.) and other applicable laws.
- The District shall maintain all records of Board members member reimbursements and benefits in accordance with public record retention requirements .

PROCEDURE REFERENCES

The California Board's Health contact & for Safety Code §§32103–32103.5 | <https://codes.findlaw.com/ca/health-and-safety-code/hsc-sect-32103> Accessed: November 10, 2025

California Government Code §§53201–53208, §53232.3 | <https://codes.findlaw.com/ca/government-code/gov-sect-53201/> Accessed: November 10, 2025

Ralph M. Brown Act (Gov. Code §54950 et seq.) | <https://codes.findlaw.com/ca/government-code/gov-sect-54950/> Accessed: November 10, 2025

California Public Records Act (Gov. Code §7920 et seq.) | https://leginfo.legislature.ca.gov/faces/codes_displayexpandedbranch.xhtml?tocCode=GOV&division=10.&title=1.&part=&chapter=&article= Accessed: January 8, 2026

MEMORANDUM

To: Board of Directors
From: Suzie Mays
 Vice President, Information & Strategic Services
Date: January 13, 2026
Re: Policies for Approval

Please find below a list of policies with a summary of changes for Board of Directors approval. All revised policies are available for review upon request. New policies are included in the packet.

Policy Title	Summary of Changes
Life Safety – Fire Watch	Revised policy approved 12/1/25 via expedited route to align with current process, including updated state and federal fire watch requirements.
Section 1135 Waiver Compliance – SNFs	New policy approved 12/1/25 via expedited route to meet CMS 1135 waiver requirements for skilled nursing facilities.
Suicide Assessment/Self-Harm Behavior	Revised, converted from Emergency Department policy to house-wide.
Emergency Management Plan	Revised, reviewed at October 2025 Emergency Management meeting and approved via expedited route.
Patient Safety Plan	New policy.



Section 1135 Waiver Compliance - SNFs

Disclaimer

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Approvals

- Committee Approval: Chief Nursing Officer approved on 12/1/2025
 - Committee Approval: Safety Committee approved on 12/1/2025
-

Revision Insight

Document ID:	12547
Revision Number:	0
Owner:	Shonna Avant,
Revision Official Date:	12/1/2025

Revision Note:

Created to meet CMS 1135 waiver requirements for Skilled Nursing Facilities. Approved 12/1/25 via expedited route. Approved by Policy Committee 1/12/26.



Policy : Section 1135 Waiver Compliance - SNFs

PURPOSE

The purpose of this policy is to ensure that the Skilled Nursing Facility (SNF) maintains full compliance with federal emergency preparedness requirements, including planning for operations under a Section 1135 waiver issued by the Secretary of Health and Human Services (HHS). This policy outlines the facility's procedures, responsibilities, communication processes, and documentation standards to be followed when an 1135 waiver is activated during a federally declared emergency.

POLICY

1. An 1135 waiver may be activated only when BOTH of the following declarations are in place:
 - a. A Presidential emergency or disaster declaration under the Stafford Act or National Emergencies Act.
 - b. A Public Health Emergency declared by the Health and Human Services (HHS) Secretary.
2. When these criteria are met, CMS may issue either blanket waivers or facility-specific waivers applicable to SNFs.

DEFINITIONS

1. 1135 Waiver: A temporary federal waiver allowing Centers for Medicare and Medicaid Services (CMS) to modify or waive specific Medicare, Medicaid, or Children's Health Insurance Program (CHIP) requirements during a declared emergency.
2. Alternate Care Site: A location approved by emergency management officials for provision of care during a disaster response.
3. Presidential Declaration: Emergency or disaster declaration issued under the National Emergencies Act or Stafford Act.
4. Public Health Emergency (PHE): A declaration issued under Section 319 of the Public Health Service Act.

PROCEDURE

1. Activation Criteria

- a. An 1135 waiver may be activated only when BOTH of the following declarations are in place:
 - i. A Presidential emergency or disaster declaration under the Stafford Act or National Emergencies Act.
 - ii. A Public Health Emergency declared by the HHS Secretary.
2. Responsibilities
 - a. Administrator or designee
 - i. Ensures implementation of this policy.
 - ii. Serves as the primary liaison with CMS, the State Survey Agency, and local emergency management.
 - b. Director of Nursing (DON) or designee:
 - i. Oversees clinical operations under waiver conditions.
 - ii. Ensures required documentation and resident care standards remain compliant.
 - c. Director of Emergency Management or designee:
 - i. Activates emergency procedures.
 - ii. Coordinates communication with residents, family members, and staff.
 - d. All Staff:
 - i. Follow modified operational standards as directed.
 - ii. Document care provision in accordance with waiver requirements.
3. Verification of Waiver Status
 - a. The Administrator or designee will verify CMS Section 1135 waiver activation.
 - i. Retain official CMS guidance as evidence.
 - ii. Clinical and Operational Adjustments
Examples may include:
 - Suspension of the 3-day qualifying stay.
 - Waiver of the 60day wellness period.
 - Extension of Minimum Data Sets (MDS) or care plan deadlines.
 - Use of non-traditional spaces if authorized (e.g., activity rooms).
4. Resident Rights and Notifications
 - a. Inform residents and families when operations change under a waiver.

- i. The facility must continue to protect resident rights at all times.
 - 5. Communication Plan
 - a. Communicate waiver activation to all staff via email, text alert, or overhead announcement.
 - b. Notify families using the facility's emergency contact system.
 - c. Notify contracted providers and vendors.
 - d. Coordinate with local emergency management and public health.
 - 6. Recordkeeping
 - a. Maintain all documents related to waiver activation, including CMS memos, operational logs, and communication to staff and residents
 - b. Document all deviations from standard regulations
 - i. Include dates, staff involved, care provided, and citation of federal waiver authority
 - c. Maintain records for a minimum of seven years after the end of the emergency declaration or longer if required by state law.
 - 7. Return to Normal Operations
 - a. The administrator or designee will direct all departments to resume standard operations upon termination of the waiver.
 - b. Conduct a post-event evaluation to review compliance and identify improvement opportunities
-

REFERENCES

1. Social Security Administration (SSA). (2024). 42 U.S.C. 1320b-5 Title 11 Sec. 1135. Retrieved 11/20/2025 from https://www.ssa.gov/OP_Home/ssact/title11/1135.htm.
2. Centers for Medicare and Medicaid Services (CMS). (2021). 42 CFR § 483.73: Emergency Preparedness Requirements for Long-Term Care Facilities. Retrieved 11/20/2025 from <https://www.govinfo.gov/content/pkg/CFR-2021-title42-vol5/pdf/CFR-2021-title42-vol5-sec483-73.pdf>.

AFFECTED DEPARTMENTS

This policy applies to all facility departments, contracted service providers, licensed staff, administrative leadership, and any personnel involved in the delivery of care, resident services, or emergency operations within the SNF.

Document ID	12547	Document Status	Official
Department	Regulatory	Department Director	Avant, Shonna
Document Owner	Avant, Shonna	Next Review Date	12/01/2027
Original Effective Date	12/01/2025		
Revised	[12/01/2025 Rev. 0]		
Keywords	1135		
Attachments:			
(REFERENCED BY THIS DOCUMENT)			
Other Documents:			
(WHICH REFERENCE THIS DOCUMENT)			

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<http://hzh-iis.hazelhawkins.com/?returnto=%2Fcgi%2Fdoc-gw.pl%3Fref%3Dhhmh%3A12547%240>.



Patient Safety

Disclaimer

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Approvals

- Committee Approval: Policy Committee approved on 1/12/2026
 - Signature: Shonna Avant signed on 1/6/2026, 4:06:32 PM
-

Revision Insight

Document ID:	12552
Revision Number:	0
Owner:	Shonna Avant,
Revision Official Date:	No revision official date

Revision Note:
New patient safety plan due Jan 1, 2026.

Policy : Patient Safety

PURPOSE

The purpose of the Patient Safety Subcommittee Policy is to establish a structured framework for the oversight, evaluation, and advancement of patient safety initiatives within San Benito Healthcare District. This policy ensures alignment with Assembly Bill 3161 and California Health & Safety Code §1279.6 by defining the operational structure through which patient safety activities are reviewed, analyzed, and coordinated.

POLICY

San Benito Healthcare District shall maintain a Patient Safety Subcommittee as an integral element of its Quality and Patient Safety Program. The subcommittee is responsible for the systematic review of patient safety events, near misses, adverse events, system vulnerabilities, and potential disparities related to sociodemographic factors. The subcommittee oversees implementation of all aspects of the Patient Safety Plan as required under AB 3161, including anonymous reporting mechanisms, evaluation of patient safety events for discrimination or inequity, and ensuring the organization maintains a structured process to address racism and discrimination. The subcommittee meets no fewer than three times per year, as required under Health & Safety Code §1279.6.

DEFINITIONS

1. **Adverse Event:** An injury caused by medical management rather than the patient's underlying medical condition.
2. **Annual Patient Safety Evaluation:** A comprehensive annual assessment required by AB 3161 that evaluates safety program activities, outcomes, and recommendations.
3. **Apparent Cause Analysis:** A structured method for reviewing events that do not require a full root cause analysis but necessitate evaluation of contributing factors.
4. **Event Reporting System:** The platform used to report safety events, near misses, hazards, and suspected discrimination.
5. **Failure Mode and Effects Analysis:** A proactive assessment used to identify potential weaknesses or vulnerabilities in a process before harm occurs.
6. **Just Culture:** A framework that distinguishes between human error, at-risk behavior, and reckless behavior, promoting fair accountability and organizational learning.

7. Near Miss: An event that could have reached a patient and caused harm but did not.
8. Patient Safety Officer: The designated individual responsible for managing patient safety activities, including compliance with AB 3161 reporting and analysis expectations.
9. Performance Improvement Project: A structured initiative to improve processes and reduce risks.
10. Root Cause Analysis: A methodical investigation used to determine underlying causes of a significant safety event.

RESPONSIBILITIES

A description of the process for carrying out tasks related to the policy implementation. This section should indicate how the requirements of the policy would be carried out.

REFERENCES

California Department of Public Health. (2025, November 25). AFL 25-31: Assembly Bill (AB) 3161 - Health care facility patient safety and antidiscrimination [All Facilities Letter].

California Department of Public Health. (2025). AFL-25-31 Attachment 01: Patient Safety Plan Checklist [PDF].

AFL-25-31-Attachment-01

California Department of Public Health. (n.d.). Health and Safety Code §1279.6: Patient safety plan requirements.

California Department of Public Health. (n.d.). Health and Safety Code §1279.1: Adverse events reporting requirements.

Centers for Medicare & Medicaid Services. (n.d.). QAPI: Quality Assurance and Performance Improvement—How-to guide. <https://www.cms.gov/Medicare/Provider-Enrollment-and-Certification/QAPI/Downloads/QAPI-Plan-How-to-Guide.pdf>

Institute for Healthcare Improvement. (n.d.). Plan-Do-Study-Act (PDSA) cycle. <https://www.ihl.org>

Joint Commission Resources. (n.d.). Root cause analysis and proactive risk reduction strategies [Standards & guidance]. <https://www.jcrinc.com>

Marx, D. (2001). Patient safety and the Just Culture: A primer for health care executives. Columbia University. (Foundational reference for Just Culture principles used in the policy.)

San Benito Health Care District dba Hazel Hawkins Memorial Hospital. (2025). Organizational Quality Assessment and Performance Improvement (QAPI) Program 2025-2026 [Internal document].

AFFECTED DEPARTMENTS

This policy applies to all departments, services, and care settings within San Benito Healthcare District.

ORGANIZATIONAL PATIENT SAFETY PLAN

SAN BENITO HEALTHCARE DISTRICT dba Hazel Hawkins Memorial Hospital

1. Patient Safety Committee

Hazel Hawkins Memorial Hospital maintains a Patient Safety Subcommittee that functions as the facility's Patient Safety Committee as required under Health & Safety Code §1279.6 and Assembly Bill 3161. This interdisciplinary group reviews and approves the Patient Safety Plan, receives reports of patient safety events, monitors corrective actions, and recommends strategies to prevent future events. The committee reviews the plan at least annually or more often as needed to incorporate regulatory updates and advancements in patient safety practices.

2. Patient Safety Events Reporting

The hospital maintains a reporting system that allows any individual—including staff, practitioners, contracted providers, patients, families, and visitors—to report patient safety events. Anonymous reporting is available, and all reports are handled confidentially. The reporting structure supports a culture of safety by promoting transparency, non-punitive reporting, and learning from events.

3. Analyses Process

Hazel Hawkins Memorial Hospital uses Root Cause Analysis, Apparent Cause Analysis, and other systematic review tools to analyze patient safety events. Analyses include review of sociodemographic factors when voluntarily provided: age, race, ethnicity, gender identity, sexual orientation, preferred language, disability status, payor, and sex. This process identifies disparities, system vulnerabilities, and inequities. Patient safety events also include all adverse events defined under Health and Safety Code §1279.1, including preventable health care-associated infections.

4. Team of Facility Staff to Conduct Analyses

A multidisciplinary team conducts analyses of patient safety events. This team includes nursing, medicine, risk management, quality and patient safety staff, allied health professionals, and operational representatives as appropriate. Members will possess training in Just Culture, RCA/ACA methodology, equity analysis, and human factors.

5. Patient Safety Training

The facility provides ongoing patient safety education for all personnel and practitioners. Training includes the use of the reporting system, anonymous reporting, Just Culture principles, recognition of safety risks, and reporting suspected racism or discrimination.

Education is provided at orientation, annually, and in response to identified trends or regulatory changes.

6. Racism and Discrimination

Hazel Hawkins Memorial Hospital actively evaluates patient safety events for racism, discrimination, and inequitable treatment. The hospital monitors disparities, identifies trends, and develops interventions to eliminate inequities. Staff are encouraged to report suspected discrimination through standard or anonymous pathways. Findings are escalated to the Patient Safety Subcommittee and QAPI Committee for further action.

Plan Evaluation and Reporting

The Patient Safety Plan is evaluated annually by the Patient Safety Subcommittee and QAPI Oversight Committee. The Annual Patient Safety Evaluation summarizes patient safety events, analyses, corrective actions, disparities monitoring, and recommendations for improvement. In compliance with AB 3161 and AFL 25-31, updated Patient Safety Plans are submitted to CDPH at each license renewal beginning January 1, 2026.



Practitioner Code of Conduct

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Revision Insight

Document ID:	12417
Revision Number:	1
Owner:	Brittney Slibsager, Director
Revision Official Date:	No revision official date

Revision Note:
Changing the wording for impairment

Policy : Practitioner Code of Conduct

POLICY

The purpose of this policy is to promote a culture of safety, respect, and professionalism throughout Hazel Hawkins Memorial Hospital (HHMH). This policy establishes expectations for behavior that supports effective teamwork, high-quality patient care, and a respectful environment for all employees, providers, patients, and visitors. All members of the Medical Staff, Advanced Practice Providers, and Allied Health Professionals are expected to conduct themselves in a manner that upholds the hospital's mission and values. HHMH does not tolerate disruptive, abusive, or unprofessional conduct that undermines team performance or compromises patient safety.

All Medical Staff, Advanced Practice Providers, and Allied Health Professionals will review this policy upon initial appointment and reappointment. Education regarding professional conduct expectations may be included in orientation, ongoing training, or remedial education as needed.

PROCEDURE

Practitioners are expected to:

- Treat all patients, staff, and colleagues with respect, courtesy, and professionalism.
- Communicate in a clear, constructive, and non-hostile manner.
- Collaborate with all members of the healthcare team to ensure quality patient care.
- Refrain from disruptive, abusive, or retaliatory behavior including but not limited to:
 - Verbal outbursts or use of abusive language.
 - Threatening, intimidating, or demeaning behavior.
 - Refusal to carry out reasonable care responsibilities or cooperate with staff.
- Uphold patient safety and confidentiality as a top priority.
- Comply with hospital policies, bylaws, rules and regulations, and applicable regulatory requirements.
- Engage in professional conflict resolution when disagreements occur, using appropriate reporting and communication channels.

Practitioners will NOT engage in the following behaviors:

- Sexual harassment or inappropriate sexual remarks.
- Abusive or foul language, shouting, or repeated sarcasm.

- Threats of violence, retribution, litigation, or financial harm.
- Racial, ethnic, or other discriminatory slurs.
- Intimidating or bullying behavior.
- Publicly criticizing or shaming staff, especially in front of patients.
- Blaming or shaming others for negative outcomes.
- Medical record entries that disparage the Hospital, staff, or colleagues.
- Physical or verbal threats or slander against other physicians or healthcare professionals.

Practitioners are expected to:

- Never treat patients while impaired by alcohol, drugs, or illness.
- Follow hospital policies and procedures, addressing concerns through proper channels.
- Use constructive conflict management and direct communication to resolve disagreements.
- Show respect and cooperation with all providers and staff.
- Be honest and truthful at all times.

Impairment:

- The Hospital maintains a zero tolerance policy for physicians and allied health professionals who practice while impaired. A practitioner may not provide patient care, be on call, or perform professional duties while under the influence or while consuming alcohol or drugs. Additionally, if a practitioner is experiencing a medical condition or is using prescribed medication that compromises or has the potential to compromise judgment, motor skills, cognitive function, or patient safety, the practitioner may not provide patient care, be on call, or perform professional duties. Any level of impairment, suspected or confirmed, that poses a potential risk to patients and staff, or the practitioner themselves, is strictly prohibited.
- Any concern regarding impairment must be reported immediately to Medical Staff leadership. The Medical Staff leadership will take immediate action to protect patient safety, which may include removal from clinical duties and/or call responsibilities.
- Impairment while being responsible for patient care may result in corrective or disciplinary action in accordance with the Medical Staff Bylaws, Rules and Regulations, and applicable fair-hearing rights. Corrective actions may include, but are not limited to:
 - Formal collegial intervention with written warning.
 - Formal monitoring or conditions on practice.
 - Suspension or restriction of clinical privileges.
 - Mandatory evaluation or treatment and referral to the Physician Wellness Committee.
 - Suspension or revocation of privileges (as outlined in the Medical Staff Bylaws).

Reporting and Resolution:

Any staff member who witnesses or experiences disruptive or unprofessional behavior may report it to their supervisor, the Medical Staff Office, or Department Chair/Chief of Staff. A Midas report of the incident is encouraged. Reports will be handled promptly, confidentially, and in accordance with due process.

- The Medical Executive Committee (MEC) will review allegations and take appropriate action, which may include:
 - Informal counseling or coaching.
 - Formal collegial intervention with written warning.
 - Mandatory behavioral training and referral to the Physician Wellness Committee.
 - Suspension or revocation of privileges (as outlined in the Medical Staff Bylaws).

Confidentiality and Non-Retaliation

All reports of inappropriate behavior will be treated confidentially to the extent possible. Retaliation against anyone who reports a concern in good faith is strictly prohibited. Retaliation includes, but is not limited to, intimidation, threats, exclusion from committee activities, negative peer references, altered work assignments, or any adverse action taken as a consequence of reporting or cooperating in good faith. Anyone found to have engaged in retaliatory behavior will be subject to corrective action, up to and including suspension or termination of privileges, in accordance with the Medical Staff Bylaws. All reports will be handled with discretion, and HHMH will take appropriate steps to protect the confidentiality of individuals involved, consistent with applicable law and due process requirements.

REFERENCES

- Joint Commission Leadership Standard LD.03.01.01: Code of Conduct
- Medical Staff Bylaws and Rules & Regulations
- **American Medical Association Code of Medical Ethics**

Document ID	12417	Document Status	In preparation
Department	Medical Staff Services	Department Director	Slibsager, Brittney
Document Owner	Slibsager, Brittney	Next Review Date	
Original Effective Date	12/01/2025		
Revised	[12/01/2025 Rev. 0]		

Attachments:
(REFERENCED BY THIS DOCUMENT)

Other Documents:
(WHICH REFERENCE THIS DOCUMENT)

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<http://hzh-iis.hazelhawkins.com/?returnto=%2Fcgi%2Fdoc-gw.pl%3Fref%3Dhbmh%3A12417%241>.

Chief Nursing Officer Report

January 2026

- Flu and RSV on the rise over last 3 weeks – not to late to get vaccine
- IDDSI (International Dysphagia Diet Standardization Initiative) standardization across hospital and SNFs

CNO Dashboard December 2025				
Description	December 2025 Actual	December 2025 Budget	YTD Total Actual	YTD Total Budget
ED Visits	2,342	2,546	13,780	13,927
ED Admission %	5%	10%>	5.00%	10%>
LWBS %	0.7%	<2.0%	1.3%	<2.0%
Door to Provider	7 min	<10 min	7 min	<10 min
MS admissions	99	91	596	640
ICU admissions	14	15	129	102
Deliveries	30	35	179	196
OR Inpatient	28	34	209	251
ASC/OP Cases	82	36	447	227
GI	71	91	487	544
Met or Exceeded Target				
Within 10% of Target				
Not Within 10%				

OR Cases By Service Line			
2025	OCTOBER	NOVEMBER	DECEMBER
TOTAL SURGERIES **	201	210	181
GENERAL SURGERY	28	37	28
ORTHOPEDIC TOTAL	43	41	41
<i>PODLATRY</i>	0	0	0
<i>TOTAL JOINTS</i>	6	3	4
UROLOGY	5	4	3
OB/GYN TOTAL	18	16	35
<i>C/SECTIONS</i>	6	6	9
ENT TOTAL	3	1	0
GI TOTAL	104	109	74
GI ASC	99	104	71
GI NO	1	1	0
GI INPT	4	4	3
GI CANCELS*	0	0	0
*Cancels not included in GI Total			
**These totals include GI			

OR Cases By Service Line			
2024	OCTOBER	NOVEMBER	DECEMBER
TOTAL SURGERIES **	228	180	134
GENERAL SURGERY	40	33	26
ORTHOPEDIC TOTAL	28	25	36
<i>PODLATRY</i>	1	1	0
<i>TOTAL JOINTS</i>	0	0	0
UROLOGY	6	3	2
OB/GYN TOTAL	24	21	15
<i>C/SECTIONS</i>	8	0	5
ENT TOTAL	1	1	0
GI TOTAL	129	96	55
GI ASC	125	95	54
GI NO	0	0	0
GI INPT	5	1	1
GI CANCELS*	3	1	0
*Cancels not included in GI Total			
**These totals include GI			



Hazel Hawkins
MEMORIAL HOSPITAL

**REGULAR MEETING OF THE FACILITIES AND FINANCE COMMITTEE
SAN BENITO HEALTH CARE DISTRICT
911 SUNSET DRIVE, HOLLISTER, CALIFORNIA
MONDAY, JANUARY 19, 2026 - 4:30 P.M.
SUPPORT SERVICES BUILDING, 2ND FLOOR – GREAT ROOM**

San Benito Health Care District is a public agency that serves as a responsive, comprehensive health care resource for its patients, physicians and the community.

1. Call to Order
2. Update on Current Projects
 - Project Dashboard – December 2025
3. Review Financial Updates
 - Financial Statements – December 2025
 - Finance Dashboard – December 2025
 - Supplemental Payments – December 2025
 - Updated Cashflow Budget FY 2026
4. Consider Recommendation for Board Approval of Purchase of Digital Mobile Ergo C-Arm ESP (Expanded Surgical Platform).
 - Report
 - Committee Questions
 - Motion/Second
5. Public Comment

This opportunity is provided for members of the public to make a brief statement, not to exceed three (3) minutes, on matters within the jurisdiction of this District Board **Committee**, which are not on this agenda.
6. Adjournment

The next Facilities and Finance Committee meeting is scheduled for **Monday, February 23, 2026 at 4:30 p.m.**

The complete Facilities and Finance Committee packet, including subsequently distributed materials and presentations, is available at the Facilities and Finance Committee meeting and in the Administrative Offices of the District. All items appearing on the agenda are subject to action by the Facilities and Finance Committee. Staff and Committee recommendations are subject to change by the Facilities and Finance Committee.

Notes: Requests for a disability-related modification or accommodation, including auxiliary aids or services, to attend or participate in a meeting should be made to District Administration during regular business hours at 831-636-2673. Notification received 48 hours before the meeting will enable the District to make reasonable accommodations.

JAN 2026 Project Dashboard - Facilities

Project Name	Purpose	Start Date	Go Live	Duration	Status	Priority	Key Stakeholder	Role	Update
BD Installation	New Pyxis Machines	12/4/2024	TBD		In Progress	Medium	Naveen Ravela	Pharmacy Director	Vendor scheduled to be onsite week of 1/12 and x-ray scan the floors for team to prepare for installation
Lab Phase 1	Upgrading Analyzers (Validation Only)	6/1/2024	4/1/2026	669	In Progress	High	Bernadette Enderez	Lab/Radiology Director	Currently on 85% of the validation process. (project will not officially close out until Lab Phase 2 is completed and ready analyzers to move to permanent location)
Lab Phase 2	Analyzer Replacement	6/3/2024	4/1/2026	667	In Progress	High	Bernadette Enderez	Lab/Radiology Director	Schedule extended until April. Still pending electrical panel MOP, abate for phase 2b.
OR Rebuild	Updating OR per OSHPD Requirements	11/20/2024	12/31/2025	406	In Progress	High	Mendi Suber-Ventura	Director of Surgical Services	Pending internal investigation for smaller/cheaper part replacement to see if sufficient fix. Also need CDPH guidance.

JAN 2026 Project Dashboard - Facilities

Sterilizer Replacement	Installation of new AMSCO 400 48 SD equipment for Sterile Processing Department	9/16/2025	TBD		In Progress	High	Mendi Suber-Ventura	Director of Surgical Services	Initial 50% Construction Documents submitted to HCAI (project # S252045-35-00). Advertisement for bid process to begin end of JAN or first week of FEB.
Seismic	Upgrade to Meet HCAI Seismic Compliance & Safety Standards	TBD	1/1/2033		Ongoing	High	Jorge Ramirez	Director of Emergency Management; Security; Life Safety; EVS; Engineering	Compliance plan successfully submitted before the 1/1/26 deadline. HCAI grant application submitted & Seismic Extension application to extend work to be completed 2033.
*Imaging Trailer Pad Make Ready	Treanor to help when MP starts	10/1/2025	TBD		In Progress	Medium	Bernadette Enderez	Lab/Radiology Director	Pending decision
*Verkada	Security / SSO + Door Access	3/11/2025	TBD		In Progress	High	Jorge Ramirez	Director of Emergency Management; Security; Life Safety; EVS; Engineering	Contract issued to The Core Group to start construction. Planning for kickoff meeting week of 1/12/26
HUGS/Securitas	Infant Security	4/12/2024	TBD		In Progress	High	Jac Fernandez	Senior Director of Acute Care Services	Vendor onsite 1/12 to start cabling requirements for the WC. Estimated 2-4 weeks of work before Securitas can perform location optimization.

JAN 2026 Project Dashboard - Facilities

ED Helipad	System is an AFF system and no longer allowed in CA. Is required to be phased out due to being a hazardous chemical.	1/14/2025	4/1/2026	In Progress	High	Jorge Ramirez	Director of Emergency Management; Security; Life Safety; EVS; Engineering	(E) Emergency HCAI project demolition/skid removal was completed 12/6. Pending final sign off. Regular (S) project has been submitted. construction will start after HCAI approval.
Focus Sports Therapy	Renovate and expand Focus sports therapy clinic	7/1/2025	TBD	In Progress	Medium	Jorge Ramirez	Director of Emergency Management; Security; Life Safety; EVS; Engineering	Working with architects on schematic design.
Totals								

estimated go-live
planned go live

TASK STATUS %		
STATUS	COUNT	%
Not Started	0	0%
In Progress	10	91%
Overdue	0	0%
On Hold	0	0%
Outgoing	1	9%
Completed	0	0%
TOTAL	11	100%
PROJECT PRIORITY %		
PRIORITY	COUNT	%
High	8	73%
Medium	3	27%
Low	0	0%
TOTAL	11	100%



San Benito Health Care District

San Benito Health Care District

A Public Agency

911 Sunset Drive

Hollister, CA 95023-5695

(831) 637-5711

January 19, 2026

CFO Financial Summary for the District Board:

For the month ending December 31, 2025, the District's Net Surplus **(Loss)** is \$2,331,831 compared to a budgeted Surplus **(Loss)** of \$517,026. The District exceeded the budget for the month by \$1,814,805.

YTD as of December 31, 2025, the District's Net Surplus **(Loss)** is \$7,326,968 compared to a budgeted Surplus **(Loss)** of \$5,965,472. The District is exceeding its budget YTD by \$1,361,496.

Acute discharges were 153 for the month, exceeding budget by 10 discharges, 7%. The ADC was 14.77 compared to a budget of 12.87. The ALOS was 2.99. The acute I/P gross revenue exceeded the budget by **\$1.03 million** or 16% while O/P services gross revenue exceeded the budget by **\$2.06 million** or 7%. ER I/P visits were 109 and ER O/P visits were under budget by 135 visits or 6%. The RHCs & Specialty Clinics treated 3,416 (includes 523 visits at the Diabetes Clinic) and 1,062 visits respectively.

Other Operating revenue exceeded budget by **\$847,452** due mainly to:

- 1) \$204,992 in DSH payments.
- 2) Additional accruals for various supplemental payments.

Operating Expenses were under budget by **\$14,541** due mainly to: overages in Registry of \$185,978 and Professional Fees of \$119,575 being offset by savings in Employee Benefits of \$163,473 from health insurance costs and Salaries & Wages Expense of \$215,261.

Non-operating Revenue was exceeded the budget by **\$109,770** due to the timing of donations from the Foundation.

The SNFs ADC was **87.65** for the month. The Net Surplus **(Loss)** is \$922,074 compared to a budget of \$100,082. YTD, the Net Surplus **(Loss)** is \$1,596,462 exceeding the budget by \$985,575.

EAGLE HAWKINS MEMORIAL HOSPITAL - COMBINED
HOLLISTER, CA 95023
FOR PERIOD 12/31/25

	CURRENT MONTH				PRIOR YR				YEAR-TO-DATE			
	ACTUAL 12/31/25	BUDGET 12/31/25	POS/NEG VARIANCE	PERCENT VARIANCE	PRIOR YR 12/31/24	ACTUAL 12/31/25	BUDGET 12/31/25	POS/NEG VARIANCE	PERCENT VARIANCE	PRIOR YR 12/31/24		
NON-OPERATING REVENUE\EXPENSE:												
DONATIONS	133,127	20,000	113,127	566	0	353,027	120,000	233,027	194	74,889		
PROPERTY TAX REVENUE	248,434	248,434	0	0	241,122	1,490,604	1,490,604	0	0	1,446,732		
GO BOND PROP TAXES	181,114	181,114	0	0	175,915	1,086,684	1,086,684	(3)	0	1,055,489		
GO BOND INT REVENUE\EXPENSE	(61,114)	(61,114)	0	0	(65,081)	(366,682)	(366,684)	3	0	(390,489)		
OTHER NON-OPER REVENUE	16,100	16,399	(299)	(2)	15,866	94,165	98,394	(4,229)	(4)	95,709		
OTHER NON-OPER EXPENSE	(23,162)	(22,742)	(420)	2	(27,861)	(136,645)	(136,452)	(193)	0	(166,871)		
INVESTMENT INCOME	(1,013)	1,625	(2,638)	(162)	(3,690)	10,208	9,750	458	5	6,054		
COLLABORATION CONTRIBUTIONS	0	0	0	0	0	0	0	0	0	0		
TOTAL NON-OPERATING REVENUE/(EXPENSE)	493,486	383,716	109,770	29	336,272	2,531,359	2,302,296	229,063	10	2,121,513		
NET SURPLUS (LOSS)	2,331,831	517,026	1,814,805	351	1,049,305	7,326,968	5,965,472	1,361,496	23	8,898,739		
EBIDA	\$ 2,583,012	\$ 734,971	\$ 1,848,041	251.44%	\$ 1,286,073	\$ 8,765,295	\$ 7,273,142	\$ 1,492,153	20.51%	\$ 10,316,739		
EBIDA MARGIN	16.59%	5.28%	11.32%	214.39%	9.79%	10.00%	8.38%	1.62%	19.27%	12.58%		
OPERATING MARGIN	11.81%	0.96%	10.85%	1,133.66%	5.43%	5.47%	4.22%	1.25%	29.56%	8.26%		
NET SURPLUS (LOSS) MARGIN	14.98%	3.71%	11.27%	303.46%	7.99%	8.36%	6.88%	1.48%	21.55%	10.85%		

-----YEAR-TO-DATE-----

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CURRENT MONTH						YEAR-TO-DATE					
	ACTUAL	BUDGET	POS/NEG	PERCENT VARIANCE	PRIOR YR		ACTUAL	BUDGET	POS/NEG	PERCENT VARIANCE	PRIOR YR
12/31/25		12/31/25			12/31/24	12/31/25		12/31/25			12/31/24

NON-OPERATING REVENUE/EXPENSE:									
DONATIONS									
133,127	20,000	113,127	566	0	353,027	120,000	233,027	194	74,889
211,194	211,194	0	0	204,954	1,267,164	1,267,164	0	0	1,229,724
181,114	181,114	0	0	175,915	1,086,682	1,086,684	(3)	0	1,035,489
(61,114)	(61,114)	0	0	(65,081)	(366,682)	(366,684)	3	0	(390,489)
16,100	16,399	(299)	(2)	15,866	94,165	98,394	(4,229)	(4)	95,709
(18,114)	(17,694)	(420)	2	(21,672)	(106,358)	(106,164)	(194)	0	(129,741)
(1,013)	1,625	(2,638)	(162)	(3,690)	10,208	9,750	458	5	6,054
0	0	0	0	0	0	0	0	0	0
COLLABORATION CONTRIBUTIONS									
461,294	351,524	109,770	31	306,292	2,338,207	2,109,144	229,063	11	1,941,635
TOTAL NON-OPERATING REVENUE/(EXPENSE)									
1,409,757	416,944	992,813	238	800,808	5,730,506	5,354,585	375,921	7	8,093,380
NET SURPLUS (LOSS)									

HAZEL HANFINS SKILLED NURSING FACILITIES
HOLLISTER, CA
FOR PERIOD 12/31/25

	CURRENT MONTH			YEAR-TO-DATE		
	ACTUAL 12/31/25	BUDGET 12/31/25	POS/NEG VARIANCE	PRIOR YR 12/31/24	ACTUAL 12/31/25	BUDGET 12/31/25
					POS/NEG VARIANCE	PERCENT VARIANCE
GROSS SNF PATIENT REVENUE:						
ROUTINE SNF REVENUE	2,124,163	2,092,500	31,663	2,074,440	12,755,508	12,420,000
AMCILLARY SNF REVENUE	557,105	381,125	175,980	486,469	2,544,638	2,262,163
TOTAL GROSS SNF PATIENT REVENUE	2,681,267	2,473,625	207,642	2,560,909	15,300,146	14,682,163
DEDUCTIONS FROM REVENUE SNF:						
MEDICARE CONTRACTUAL ALLOWANCES	388,381	273,811	114,570	324,853	1,821,572	1,624,429
MEDI-CAL CONTRACTUAL ALLOWANCES	(546,708)	100,752	(647,460)	(643)	47,418	598,012
BAD DEBT EXPENSE	(14,577)	5,000	(19,577)	(392)	36,210	30,000
CHARITY CARE	1,632	0	1,632	0	4,656	0
OTHER CONTRACTUALS AND ADJUSTMENTS	21,109	35,063	(13,954)	16,625	127,790	208,118
TOTAL SNF DEDUCTIONS FROM REVENUE	(150,163)	414,626	(564,789)	(136)	2,037,646	2,460,559
NET SNF PATIENT REVENUE	2,831,430	2,058,999	772,431	2,097,871	13,262,499	12,221,604
OTHER OPERATING REVENUE	0	0	0	0	0	0
NET SNF OPERATING REVENUE	2,831,430	2,058,999	772,431	2,097,871	13,262,499	12,221,604
OPERATING EXPENSES:						
SALARIES & WAGES	1,060,986	1,114,491	(53,506)	1,048,593	6,300,869	6,584,720
REGISTRY	58,498	49,224	9,274	32,802	384,108	295,146
EMPLOYEE BENEFITS	460,943	507,604	(46,662)	463,842	3,114,405	3,024,140
PROFESSIONAL FEES	2,210	2,500	(290)	2,210	13,260	15,000
SUPPLIES	115,842	98,539	17,303	102,634	688,420	585,125
PURCHASED SERVICES	106,923	104,433	2,490	120,815	603,193	618,660
RENTAL	20,493	7,916	12,577	18,265	112,132	49,716
DEPRECIATION	40,272	39,041	1,231	39,274	239,426	234,246
INTEREST	0	0	0	0	0	0
OTHER	75,383	67,361	8,022	50,918	403,378	396,916
TOTAL EXPENSES	1,941,548	1,991,109	(49,561)	1,879,353	11,859,190	11,803,869
NET OPERATING INCOME (LOSS)	889,882	67,890	821,992	218,517	1,403,310	417,735
NON-OPERATING REVENUE/EXPENSE:						
DONATIONS	0	0	0	0	0	0
PROPERTY TAX REVENUE	37,240	37,240	0	36,168	223,440	223,440
OTHER NON-OPER EXPENSE	(5,048)	(5,048)	0	(6,188)	(30,288)	(30,288)
TOTAL NON-OPERATING REVENUE/(EXPENSE)	32,192	32,192	0	29,980	193,152	193,152
NET SURPLUS (LOSS)	922,074	100,082	821,992	248,497	1,596,462	610,887

HAZEL HAWKINS MEMORIAL HOSPITAL
HOLLISTER, CA
For the month ended 12/31/25

	CURR MONTH 12/31/25	PRIOR MONTH 11/30/25	POS/NEG VARIANCE	PERCENTAGE VARIANCE	PRIOR YR 06/30/25
CURRENT ASSETS					
CASH & CASH EQUIVALENT	42,001,600	40,373,180	1,628,420	4	46,670,217
PATIENT ACCOUNTS RECEIVABLE	67,843,853	66,292,346	1,551,507	2	66,556,290
BAD DEBT ALLOWANCE	(6,138,977)	(6,054,999)	(83,978)	1	(7,062,672)
CONTRACTUAL RESERVES	(40,510,534)	(39,268,554)	(1,241,980)	3	(40,404,377)
OTHER RECEIVABLES	9,397,125	12,269,443	(2,872,318)	(23)	4,952,401
INVENTORIES	5,032,572	5,011,606	20,965	0	4,981,471
PREPAID EXPENSES	2,748,231	2,614,086	134,145	5	2,599,584
DUE TO\FROM THIRD PARTIES	(181,860)	(181,860)	0	0	(181,860)
TOTAL CURRENT ASSETS	80,192,012	81,055,250	(863,239)	(1)	78,111,054
ASSETS WHOSE USE IS LIMITED					
BOARD DESIGNATED FUNDS	7,634,354	6,599,270	1,035,084	16	5,666,884
TOTAL LIMITED USE ASSETS	7,634,354	6,599,270	1,035,084	16	5,666,884
PROPERTY, PLANT, AND EQUIPMENT					
LAND & LAND IMPROVEMENTS	3,370,474	3,370,474	0	0	3,370,474
BLDGS & BLDG IMPROVEMENTS	100,124,163	100,124,163	0	0	100,098,374
EQUIPMENT	48,051,255	47,687,636	363,619	1	46,216,122
CONSTRUCTION IN PROGRESS	6,643,561	5,757,515	886,046	15	4,324,809
GROSS PROPERTY, PLANT, AND EQUIPMENT	158,189,454	156,939,789	1,249,665	1	154,009,779
ACCUMULATED DEPRECIATION	(100,504,323)	(100,141,391)	(362,931)	0	(98,393,920)
NET PROPERTY, PLANT, AND EQUIPMENT	57,685,131	56,798,397	886,734	2	55,615,859
OTHER ASSETS					
UNAMORTIZED LOAN COSTS	292,765	298,507	(5,742)	(2)	327,215
PENSION DEFERRED OUTFLOWS NET	5,277,892	5,277,892	0	0	5,277,892
TOTAL OTHER ASSETS	5,570,657	5,576,399	(5,742)	0	5,605,107
TOTAL UNRESTRICTED ASSETS	151,082,153	150,029,316	1,052,838	1	144,998,904
RESTRICTED ASSETS	128,348	128,295	53	0	127,208
TOTAL ASSETS	151,210,501	150,157,611	1,052,890	1	145,126,112

HAZEL HAWKINS MEMORIAL HOSPITAL
HOLLISTER, CA
For the month ended 12/31/25

	CURR MONTH 12/31/25	PRIOR MONTH 11/30/25	POS/NEG VARIANCE	PERCENTAGE VARIANCE	PRIOR YR 06/30/25
CURRENT LIABILITIES					
ACCOUNTS PAYABLE	6,841,683	7,398,654	556,971	(8)	6,221,841
ACCRUED PAYROLL	4,141,119	3,524,903	(616,216)	18	3,467,229
ACCRUED PAYROLL TAXES	271,933	183,910	(88,023)	48	257,552
ACCRUED BENEFITS	4,813,062	4,503,647	(309,416)	7	5,074,320
OTHER ACCRUED EXPENSES	37,741	43,406	5,665	(13)	80,907
PATIENT REFUNDS PAYABLE	4,388	1,310	(3,078)	235	1,310
DUE TO\FROM THIRD PARTIES	4,339,018	4,339,021	3	0	5,056,186
OTHER CURRENT LIABILITIES	706,441	1,204,034	497,593	(41)	777,080
TOTAL CURRENT LIABILITIES	21,155,385	21,198,884	43,499	0	20,936,425
	=====	=====	=====	=====	=====
LONG-TERM DEBT					
LEASES PAYABLE	4,757,602	4,764,576	6,974	0	4,799,273
BONDS PAYABLE	28,363,761	28,392,281	28,520	0	28,534,881
TOTAL LONG TERM DEBT	33,121,362	33,156,857	35,494	0	33,334,154
	=====	=====	=====	=====	=====
OTHER LONG-TERM LIABILITIES					
DEFERRED REVENUE	0	0	0	0	0
LONG-TERM PENSION LIABILITY	24,688,121	25,888,121	1,200,000	(5)	25,888,121
TOTAL OTHER LONG-TERM LIABILITIES	24,688,121	25,888,121	1,200,000	(5)	25,888,121
	=====	=====	=====	=====	=====
TOTAL LIABILITIES	78,964,868	80,243,862	1,278,994	(2)	80,158,700
NET ASSETS:					
UNRESTRICTED FUND BALANCE	64,915,019	64,915,019	0	0	64,817,839
RESTRICTED FUND BALANCE	100,826	100,773	(53)	0	149,573
NET REVENUE/(EXPENSES)	7,229,788	4,897,957	(2,331,831)	48	0
TOTAL NET ASSETS	72,245,633	69,913,749	(2,331,884)	3	64,967,412
	=====	=====	=====	=====	=====
TOTAL LIABILITIES AND NET ASSETS	151,210,501	150,157,611	(1,052,890)	1	145,126,112
	=====	=====	=====	=====	=====



San Benito Health Care District
Hazel Hawkins Memorial Hospital
DECEMBER 2025

Description	MTD Budget	MTD Actual	YTD Actual	YTD Budget	FYE Budget
Average Daily Census - Acute	12.87	14.77	14.02	14.44	15.00
Average Daily Census - SNF	90.00	87.65	87.72	90.00	90.00
Acute Length of Stay	2.79	2.99	2.80	2.80	2.80
<u>ER Visits:</u>					
Inpatient	179	109	720	846	1,638
Outpatient	2,368	2,233	13,060	13,081	27,053
Total	2,547	2,342	13,780	13,927	28,691
Days in Accounts Receivable	50.0	52.2	52.2	50.0	50.0
Productive Full-Time Equivalents	575.17	536.96	540.62	575.17	575.17
Net Patient Revenue	12,651,626	13,445,108	75,641,551	79,647,884	157,730,532
Payment-to-Charge Ratio	33.2%	32.5%	30.9%	33.0%	32.4%
Medicare Traditional Payor Mix	28.02%	32.28%	29.76%	29.29%	28.71%
Commercial Payor Mix	23.54%	22.49%	22.88%	22.67%	23.36%
Bad Debt % of Gross Revenue	2.50%	2.74%	1.92%	2.50%	2.53%
EBIDA	734,971	2,583,012	8,765,295	7,273,142	13,769,729
EBIDA %	5.28%	16.59%	10.00%	8.38%	7.98%
Operating Margin	0.96%	11.81%	5.47%	4.22%	3.79%
Salaries, Wages, Registry & Benefits %:					
by Net Operating Revenue	61.14%	52.87%	57.20%	58.70%	59.06%
by Total Operating Expense	61.73%	59.95%	60.51%	61.29%	61.39%
<u>Bond Covenants:</u>					
Debt Service Ratio - 1.25	4.71	16.56	9.37	7.77	7.36
Current Ratio - 1.50	2.00	3.79	3.79	2.00	2.00
Days Cash on hand - 30.00	90.70	95.45	95.45	90.70	110.00
Met or Exceeded Target					
Within 10% of Target					
Not Within 10%					

Statement of Cash Flows
Hazel Hawkins Memorial Hospital
Hollister, CA
Sixth month ending December 31, 2025

	CASH FLOW		COMMENTS
	Current Month 12/31/2025	Current Year-To-Date 12/31/2025	
CASH FLOWS FROM OPERATING ACTIVITIES:			
Net Income (Loss)	\$2,331,831	\$7,326,968	
Adjustments to Reconcile Net Income to Net Cash Provided by Operating Activities:			
Depreciation	382,931	2,110,402	
(Increase)/Decrease in Net Patient Accounts Receivable	(225,549)	(2,105,101)	
(Increase)/Decrease in Other Receivables	2,872,318	(4,445,187)	
(Increase)/Decrease in Inventories	(20,965)	(51,101)	
(Increase)/Decrease in Pre-Paid Expenses	(134,145)	(148,648)	
(Increase)/Decrease in Due From Third Parties	0	0	
Increase/(Decrease) in Accounts Payable	(556,971)	620,303	
Increase/(Decrease) in Notes and Loans Payable	0	0	
Increase/(Decrease) in Accrued Payroll and Benefits	1,013,654	335,780	
Increase/(Decrease) in Accrued Expenses	(5,665)	(43,165)	
Increase/(Decrease) in Patient Refunds Payable	3,078	3,078	
Increase/(Decrease) in Third Party Advances/Liabilities	(3)	(717,174)	
Increase/(Decrease) in Other Current Liabilities	(497,593)	20,598	Semi-Annual Int. - 2005 GO & 2021 Revenue Bonds
Net Cash Provided by Operating Activities:	2,811,090	(4,420,215)	
CASH FLOWS FROM INVESTING ACTIVITIES:			
Purchase of Property, Plant and Equipment	(1,249,665)	(4,179,675)	
(Increase)/Decrease in Limited Use Cash and Investments	0	0	
(Increase)/Decrease in Other Limited Use Assets	(1,035,084)	(1,967,470)	Bond Principal & Int Payment - 2014 (2005) & 2021 Bonds
(Increase)/Decrease in Other Assets	5,742	34,452	Amortization
Net Cash Used by Investing Activities	(2,279,007)	(6,112,693)	
CASH FLOWS FROM FINANCING ACTIVITIES:			
Increase/(Decrease) in Capital Lease Debt	(6,974)	(41,671)	
Increase/(Decrease) in Bond Mortgage Debt	(28,520)	(171,120)	
Increase/(Decrease) in Other Long Term Liabilities	(1,200,000)	(1,200,000)	2014 GO Principal & Refinancing of 2013 Bonds with 2021 Bonds
Net Cash Used for Financing Activities	(1,235,494)	(1,412,791)	Long Term Pension Liability
(INCREASE)/DECREASE IN RESTRICTED ASSETS	0	(49,886)	
Net Increase/(Decrease) in Cash	1,628,420	(4,668,617)	
Cash, Beginning of Period	40,373,180	46,670,217	
Cash, End of Period	\$42,001,600	\$42,001,600	\$0
Cost per day to run the District	\$440,056	\$39,430,565	Budgeted Cash on Hand
Operational Days Cash on Hand	95.45	\$2,571,035	Variance

Hazel Hawkins Memorial Hospital
Supplemental Payment Programs
YTD as of December 31, 2025
FYE June 30, 2026

Intergovernmental Transfer Programs:

- AB 113 Non-Designated Public Hospital (NDPH)
SFY 2023/2024 Final Payment [SFY 2024/2025](#)
- SFY 2024/2025 Interim [SFY 2025/2026](#)
- SB 239 Hospital Quality Assurance Fund (HQA) [CY 2025](#)
- Rate Range Jan. 1, 2023 through Dec. 31, 2023
- Rate Range Jan. 1, 2024 through Dec. 31, 2024
- QJP PY 6 Settlement CY 2023
- QJP PY 7 Settlement "Interim" Payment for CY 2024
- QJP PY 7 Settlement "Final" Payment for CY 2024
- District Hospital Directed Payments (DHDP) CY 2024
- QJP PY 5 Loan Repayment

Requires District to fund program and wait for matching return.

- IGT due April 2026. Expect payment by June 2025.
- IGT due April 2026. Expect payment by June 2025.
- Paid IGT of \$1,067,193 in April. Rec. in May.
- Received in February 2025.
- Sent IGT of \$2,342,379 in March. Rec. in May.
- Funded IGT on Aug. 22nd, \$900,434.15. Rec'd in Oct. 2025.
- Funded IGT due Feb/Mar 2026. Rec. funding Apr/May 2026.
- Funded IGT on Aug. 22nd, \$379,041.08. Expect payment in Oct/Nov '25.
- Paid on December 9, 2024.

IGT sub-total

10,609,278

6,023,320

Non-Intergovernmental Transfer Programs:

- AB 915 SY 2024-25
- SB 239 Hospital Quality Assurance Fund (HQA)
- SB 239 Hospital Quality Assurance Fund (HQA) VIII
- SB 239 Hospital Quality Assurance Fund (HQA) VIII
- SB 239 Hospital Quality Assurance Fund (HQA) IX
- District Part, Nursing Facility (DP/NF)
- Medi-Cal Disproportionate Share (DSH)

Direct Payments.

- Received on March 17, 2025. Based on FFS. County now under CCAH.
- Rec. Sep. 4, 2024.
- Expected to Rec. 4th qtr payment by June 30, 2025.
- Rec'd 1st, 2nd, & 3rd Qtr payments YTD.
- Qtrly Pmts expected March, May, July, & October 2026.
- Based on actual cost difference.
- H.R. 1 reduction of 60% effective 10/01/2025.

Non-IGT sub-total

4,380,619

8,458,797

Program Grand Totals

14,989,897

14,482,117

Total Received

3,703,277

17,572,203

Total Pending

11,286,620

(3,090,086)

Total Paid

14,989,897

14,482,117

Net Supplemental Payments

San Benito Health Care District

Actual/Budgeted Cash Flow

FYE June 30, 2026

Description	FY 2026												Total
	Actual July 2025	Actual August 2025	Actual September 2025	Actual October 2025	Actual November 2025	Actual December 2025	Revised Est. January 2026	Revised Est. February 2026	Revised Est. March 2026	Revised Est. April 2026	Revised Est. May 2026	Revised Est. June 2026	
Recurring Revenue	\$ 13,221,775	\$ 11,459,048	\$ 12,240,725	\$ 12,734,075	\$ 10,984,359	\$ 13,730,837	\$ 13,034,876	\$ 12,382,063	\$ 13,673,579	\$ 13,362,928	\$ 13,293,374	\$ 12,799,521	\$ 152,916,981
H.R. 1 Medicare & Medi-Cal Reductions	-	-	-	-	-	-	-	-	-	-	-	-	-
Net Supplemental & Other Oper. Revenue	371,991	(961,061)	798,840	3,192,705	(1,467,377)	1,546,950	4,951,928	(2,751,639)	308,361	333,381	1,498,363	9,483,361	17,315,787
Total Cash Receipts	13,593,766	10,497,987	13,039,565	15,926,780	9,516,982	15,277,787	17,986,806	9,630,424	13,981,941	13,696,289	14,791,737	22,282,883	170,232,777
Operating Cash Disbursements	13,352,042	14,387,411	12,892,498	12,655,989	11,894,728	12,863,713	13,900,574	12,865,969	13,918,207	13,594,014	13,913,361	13,522,357	159,740,841
Defined Benefit Pension Funding	-	-	-	-	-	-	200,000	200,000	200,000	200,000	200,000	200,000	2,400,000
Operating Cash Flow	241,724	(3,889,424)	147,069	3,270,811	(2,377,746)	1,214,074	3,886,032	(3,435,515)	(136,266)	(97,725)	676,376	8,570,526	8,091,936
Other Non-Operating Revenue/Expenses:													
Property Taxes - Revenue	-	-	-	-	-	1,820,456	-	-	-	-	1,489,464	-	3,309,920
Capital Expenditures	(342,905)	(306,092)	(714,187)	(749,835)	(817,991)	(1,249,665)	(350,000)	(250,000)	(250,000)	(250,000)	(250,000)	(250,000)	(5,779,675)
2021 Revenue Bonds Expense	(155,983)	(155,983)	(155,983)	(155,983)	(155,983)	(155,983)	(155,983)	(155,983)	(155,983)	(150,650)	(150,650)	(150,650)	(1,855,800)
Net Cash Flow	(287,164)	(4,331,499)	(723,101)	2,365,993	(3,351,720)	1,828,881	3,380,049	(3,841,488)	(542,250)	(488,375)	1,767,190	8,169,876	3,766,381
% of Revenue	-2%	-41%	-6%	15%	-35%	11%	19%	-40%	-4%	-4%	12%	37%	2%
Beginning Cash Balance	\$ 46,870,211	\$ 46,413,047	\$ 42,081,547	\$ 41,358,446	\$ 43,724,439	\$ 40,372,718	\$ 42,001,600	\$ 45,381,848	\$ 41,490,150	\$ 40,897,901	\$ 40,349,526	\$ 42,066,716	\$ 46,870,211
Net Cash Flow	(287,164)	(4,331,499)	(723,101)	2,365,993	(3,351,720)	1,828,881	3,380,049	(3,841,488)	(542,250)	(488,375)	1,767,190	8,169,876	3,766,381
DHLP Funding - Loan (Separate Acct.)	-	-	-	-	-	-	-	-	-	-	-	-	-
Usage of DHLP	-	-	-	-	-	-	-	-	-	-	-	-	-
Less: Repayment (from Operational funds)	-	-	-	-	-	-	-	(50,000)	(50,000)	(50,000)	(50,000)	(50,000)	(250,000)
Ending Cash Balance	\$ 46,413,047	\$ 42,081,547	\$ 41,358,446	\$ 43,724,439	\$ 40,372,718	\$ 42,001,600	\$ 45,381,848	\$ 41,490,150	\$ 40,897,901	\$ 40,349,526	\$ 42,066,716	\$ 50,188,592	\$ 50,188,592
FYE June 30, 2026 Budget	42,866,565	42,364,866	41,627,055	41,233,677	38,889,950	39,430,565	38,992,045	42,503,566	41,866,134	41,582,574	44,468,858	49,241,349	49,241,349
Variance	3,546,482	(283,119)	(268,609)	2,490,762	1,482,768	2,571,035	6,389,803	(1,013,416)	(968,233)	(1,233,048)	(2,399,942)	945,243	945,243

A - The revenue we collect for providing patient services.

B - The Medicare sequestration increase and DSH reductions were not implemented. The Medi-Cal reductions were budgeted in Bad Debt Expense and a reduction to Supplemental payments.

C - Includes \$3,000,000 budgeted reductions for Supplemental payments.

D - Cash outflow related to operational expenses for the District.

E - Funding for the frozen defined benefit pension plan per the actuary's 10-year funding schedule.

F - Property taxes received from the County.

G - Capital expenditures for non-DHLP projects and equipment.

H - Cal-Mortgage revenue bonds. The Measure L 2005 G.O. bond payments are not included since the funding is a passthrough for the District.

I - Payments for the \$2.7 million drawn from the DHLP. The District will apply for the remaining \$7.3 million in funding when the bid for the final phase of the lab remodel is accepted.



Hazel Hawkins

MEMORIAL HOSPITAL



C-arm Proposal

Executive Summary

- This proposal is to purchase a new C-arm (*GE OEC Elite CFD 31cm Digital Mobile Ergo C-arm Expanded Surgical Platform with OEC touch*) to replace current C-arm which has been in use for 19yrs.
- A C-arm provides real-time X-ray images during procedures, allowing doctors to see inside the body while they work. This mobile device also allows clinicians to watch live X-ray videos to guide needles, wires, implants, or instruments accurately and safely- without “guessing” the anatomy.
- Orthopedic/Imaging procedures like: (a) fracture reduction, (b) placement of screws, rods, and plates, (c) pain management injections, and (d) urodynamics.
- Purchase price: **\$187,960.50** (inclusive of 1 yr warranty, freight & shipping).





Quotation Summary

ISSUE PURCHASE ORDER/ REQUISITION TO:
GE Healthcare - OEC Medical Systems, Inc
Tax ID #94-2538512

GE Healthcare - OEC 384 Wright Brother Drive Salt Lake City, UT 84116
Payment remit to address: GE Healthcare OEC 2984 Collections Center Drive Chicago, IL 60693

To: **Kristina Harwood**
Supervisor of Medical Imaging
Hazel Hawkins Memorial Hospital
911 Sunset Dr
Hollister, CA 95023-5606
Phone: 831-207-8985

Quote Expiration Date: **01/30/2026**
Direct Inquiries To: **Rob Rasmussen**
TIPLADY IMAGING PARTNERS, INC.
13 Heatherwood
Trabuco Canyon, CA, 92679
Work Phone: 925-451-4277
Cell Phone: (925) 451-4277
Email: robrasmussen@geoecimaging.com
Fax:

OEC - Vizient (XR0942)

Part Number	Qty	Product Description	List Price	Net Price
S7005TE	1	OEC Elite™ CFD 31 cm Digital Mobile Ergo C-arm ESP (Expanded Surgical Platform) with OEC Touch	\$242,700.00	\$185,665.50
S7006AZ	1	Wireless DICOM, Touch, Without SIM, Point of Sale Usage, OEC Elite / 3D	\$3,000.00	\$2,295.00
Total Investment:			\$ 245,700.00	\$187,960.50

Quotation

**ISSUE PURCHASE ORDER/ REQUISITION TO:
GE Healthcare - OEC Medical Systems, Inc
Tax ID #94-2538512**

GE Healthcare – OEC 384 Wright Brother Drive Salt Lake City, UT 84116
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Work Phone: 925-451-4277
Cell Phone: (925) 451-4277
Email: robrasmussen@geoecimaging.com
Fax:

OEC - Vizient (XR0942)

Part Number	Qty	Description	List Price	Net Price
S7005TE	1	<p>OEC Elite™ CFD 31 cm Digital Mobile Ergo C-arm ESP (Expanded Surgical Platform) with OEC Touch</p> <p>OEC ELITE CFD: ESP Software</p> <p>31 cm CMOS Flat Panel Detector (CFD): High image quality at low dose with a CMOS crystalline structure flat panel detector; tri-mode imaging capabilities at 31 cm, 21 cm, and 15 cm; easily removable grid; and integrated laser aimer</p> <p>Ergo C-arm: Ergonomic design to ease physical demands of positioning a C-arm; low-profile X-ray tube for large field of view; radial dial color coded brakes; full length handles along C-arm; manual adjustment of lateral rotation, cephalad/ caudal tilt, wig-wag, and horizontal motion; 152° orbital rotation (55° overscan and 97° underscan); SmartView 180°/180° flip-flop;</p>	\$242,700.00	\$185,665.50



Part Number	Qty	Description	List Price	Net Price
		lateral height: 39.0" (99 cm); 22,500 HU/min housing cooling rate; cable pushers; low resistance wheels; and motorized vertical lift		
		OEC ELITE CFD STANDARD PACKAGE INCLUDES:		
		Imaging: OEC Touch, a 15.6" (40 cm) intuitive touchscreen operator control; Live Zoom up to 4x with no change in technique; Digital Pen; squircle image retains 100% shape when rotated; image annotation; measurement tools; SmartMetal; AutoTrak Automatic Brightness Stabilization (ABS); General-Purpose Dynamic Range Management (GDRM); Minimal Difference Spatiotemporal noise filter (MDST); noise filter with on-screen indicator; automatic and manual digital brightness and contrast control; negate mode; save/auto-save feature; swap/auto-swap feature; last image hold; 40,000 image storage; preset imaging profiles: General, General HD, Pediatric, Orthopedic, C-Spine, Spine and 9900; and multi-functional footswitch and handheld controls		
		Image Viewing: Incredible detail displayed with 32" (81 cm) 4K UHD color display with anti-glare and touchscreen capabilities; Viewing versatility with articulating monitor display for optimal viewing with travel of 45" (114 cm) horizontal, 17" (43 cm) vertical, 27" (67 cm) forward, and 5° up/ 5° down tilt		
		Workstation with Intuitive User Interface: SmartConnect start up; ergonomically designed handles and low friction wheels; multi-purpose image directory; integrated DICOM interface; room-in-use indicator interface; examination list and customized patient information		
		Dose Management: Selectable modes can be used alone or in combination and include standard, HLF, pulse, low dose, digital cine pulse and digital spot; on-screen PreView Collimator; Smart Window; and radiation dose structured report (RDSR) and X-ray dose summary		
		X-ray Generator and Power Management: 15		



Part Number	Qty	Description	List Price	Net Price
		<p>kW power from standard wall outlet; patented generator battery buffer design; power monitoring with on-screen display; controlled shutdown process; accidental power loss protection with a 20 second battery back-up power to workstation and C-arm</p> <p>Connectivity: Multiple ports including: ethernet, room interface, video output, video input, USB</p> <p>Security: Hardened Linux based operating system; encrypted solid state drive; password protection; blank screen function; deidentify patient information</p> <p>Warranty: One-year warranty</p> <p>OEC Clinical Excellence: Up to 2 days of in-service training by ARRT certified Clinical Imaging Specialists (CIS) during warranty period; entails up to 8 hours of training per day, provided from 7am to 5pm, Monday through Friday, excluding holidays; post-training skills assessment; radiographers may be eligible for CE credits approved by the ASRT; includes all CIS travel expenses; additional on-line training materials will be provided for future reference. Any additional days for training and/or case support are available for purchase.</p>		
S7006AZ	1	Wireless DICOM, Touch, Without SIM, Point of Sale Usage, OEC Elite / 3D Wireless DICOM	\$3,000.00	\$2,295.00

Total Investment: \$245,700.00 \$187,960.50

Customer Name & Address: Hazel Hawkins Memorial Hospital/ | 911 Sunset Dr |s Hollister, CA 95023-5606

This Agreement (as defined below) is by and between Hazel Hawkins Memorial Hospital/ ("Customer") and OEC Medical Systems, Inc., a GE Healthcare business ("OEC") for the sale and purchase of the Products and/or Services identified in this Quotation, together with any applicable schedules referred to herein ("Quotation"). "Agreement" is defined as this Quotation and either: (i) the Governing Agreement identified below; or (ii) if no Governing Agreement is identified, the GE Healthcare Terms and Conditions and Warranties that apply to the Products and/or Services identified in this Quotation. In the event of conflict, the Quotation supersedes.

OEC 100% Uptime Guarantee: During the warranty, if the Product fails to perform for a period in excess of 24 hours (excluding inoperability due to user misuse, operator error, acts of God, planned maintenance, or other non-manufacturer defects), then OEC will extend the warranty by 1 month for each full day of downtime during the weekday period. The Product is deemed to have failed if it is out of service and unavailable for imaging patients or diagnosing images on the display console. Peripheral equipment does not fall under the 100% Uptime Guarantee.

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

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

*Terms of Delivery: FOB DESTINATION
*Billing Terms: 100% billing at Ship Completion (Fulfillment) / Delivery
*Payment Terms: 45 DAYS NET
*Quotation Expiration Date: 01/30/2026
*Governing Agreement (GPO or SAA): OEC - Vizient (XR0942) (If none, Standard GE Healthcare Terms and Conditions Apply)

*Preferred Delivery Date: ____/____/____
*Will Accept Delivery as Early as: ____/____/____ or [] ASAP
*Indicate Form of Payment (If there is potential to finance with a lease transaction, by GE Healthcare Equipment Finance ("GE HEF") or otherwise, select lease)
____ Cash/Third Party Loan* ____ GE HEF Lease ____ GE HEF Loan
____ Third Party Lease (Please identify the finance company): _____
*Please select Tax status of order: ____ Exempt from Sales & Use Tax (Note: GEHC must have current Tax Exemption Certificate)
____ Subject to Sales & Use Tax

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

Hazel Hawkins Memorial Hospital

OEC Medical Systems, Inc., a GE Healthcare business

Authorized Customer Representative Date

Print Name and Title

Customer Purchase Order #



12/1/25

Authorized Representative Date

Chad W. Kendell, VP, Surgery Sales
Print Name and Title

Customer Information Form

Bill to Address:

Bill to Contact Name	
Telephone	
Facility Name	
Address	
City, State Zip	

Customer Delivery Address

Delivery Contact Name	
Telephone	
Facility Name	
Address	
City, State Zip	

Delivery Information

Does delivery require a lift gate truck? _____ Yes _____ No
Does delivery require a *small* lift gate truck? _____ Yes _____ No
Is loading dock available? _____ Yes _____ No

Additional Shipping Information:

--

***Mandatory Information if ordering Wireless Dicom

Network Contact Person: _____

Phone #: _____ Email: _____

What Network will you be using? ☐ Wired ☐ Wireless

Method of Assigning IP: ☐ DHCP (Auto) ☐ Manual IP:

Gateway IP: _____ Subnet Mask: _____

Primary DNS: _____ Secondary DNS: _____

Enter a primary and secondary Domain Name Server if used at your site. Otherwise, leave blank.

AE Title: _____ Station Name: _____



1. **Definitions.** As identified in this Agreement, "**Equipment**" is hardware and embedded software that is licensed with the purchase of the hardware provided to Customer in GE HealthCare's packaging and with its labeling; "**Software**" is software provided by GE HealthCare and/or delivered to Customer in GE HealthCare's packaging and with its labeling, and Documentation associated with the software; "**Third Party Software**" and "**Third Party Equipment**" are respectively software developed by a third party, and hardware and embedded software that is licensed with the purchase of the hardware, that is delivered to Customer in the third party's packaging and with its labeling (collectively, "**Third Party Product**"); "**Product**" is any Equipment, Software and Third Party Product; "**Services**" is Product support or professional services; "**Subscription**," is a limited-term, non-transferable license to access and use a Product, including any associated support Services as identified as a Subscription by GE HealthCare; "**SaaS Offerings**" are software-as-a-service offerings provided to Customer by GE HealthCare and identified as a SaaS Offering by GE HealthCare; "**Third Party Offerings**" are Products, Services and SaaS Offerings sold by and identified by GE HealthCare as an offering of a Third Party; "**Specifications**" are GE HealthCare's written specifications and manuals as of the date the Equipment shipped (excluding Third Party Offerings); and "**Documentation**" is the online help functions, user instructions and manuals regarding the installation and operation of the Product as made available by GE HealthCare to Customer.

2. **Term and Termination.** Software licenses, access to SaaS Offerings, Services and/or Subscriptions will have individual term lengths identified in the Quotation. If there is a material breach of this Agreement and/or the Quotation that is not cured by the breaching party within 60 days from receipt of written notice, the non-breaching party can terminate the respective Agreement or Quotation. Other than as set forth in this Agreement, neither party can unilaterally terminate this Agreement or a Quotation. Any remaining undisputed, unpaid fees become immediately due and payable on expiration or termination. Expiration or termination of this Agreement will have no effect on Quotations executed prior to the date of expiration or termination.

3. **Software License.** Other than as identified in a Quotation, GE HealthCare grants Customer a non-exclusive, non-transferable, non-sublicensable, perpetual license to use the Software for Customer's internal business purposes only in the United States consistent with the terms of this Agreement. Customer's independent contractors (except GE HealthCare competitors) may use the Software, but Customer is responsible for their compliance with this license, and additional license fees may apply. Customer cannot modify, reverse engineer, copy or create derivative works of the Software, except for making 1 backup copy, and cannot remove or modify labels or notices of proprietary rights of the Software or Documentation.

4. **Commercial Logistics**

4.1 **Order Cancellation and Modifications.**

4.1.1 **Cancellation.** If Customer cancels an order prior to shipment without GE HealthCare's written consent, Customer will be responsible for all third-party expenses incurred by GE HealthCare prior to Customer's order cancellation and GE HealthCare may charge: (i) a fee of up to 10% of the Product price; and (ii) a fee for site evaluations performed prior to cancellation. GE HealthCare will retain, as a credit, payments received up to the amount of the cancellation charge. Customer must pay applicable progress payments (other than final payment) prior to final calibration, and GE HealthCare may delay calibration until those payments are received. If Customer does not schedule a delivery date within 6 months after order entry, GE HealthCare may cancel on written notice. This section does not apply to Software or Subscriptions, SaaS Offerings, Third Party Offerings and/or related professional or installation services; those orders are non-cancellable.

4.1.2 **Used Equipment.** Equipment identified as pre-owned, refurbished, remanufactured or demonstration Equipment is not new and may have received reconditioning to meet Specifications ("Used Equipment"). Sale of Used Equipment is subject to availability. If it is no longer available, GE HealthCare will attempt to identify other Used Equipment in its inventory that meets Customer's needs, and if substitute Used Equipment is not acceptable, GE HealthCare will cancel the order and refund any deposit Customer paid for the Used Equipment.

4.2 **Site Preparation.** Customer is responsible for network and site preparation, including costs, in compliance with GE HealthCare's written requirements and applicable laws. GE HealthCare may refuse to deliver or install if the site has not been properly prepared or there are other impediments.

4.3 **Transportation, Title and Risk of Loss.** Unless otherwise identified in the Quotation, shipping terms are FOB Destination. Title and risk of loss to Equipment passes to Customer on delivery to Customer's designated delivery location.

4.4 **Delivery, Returns and Installation.** Delivery dates are approximate. Products may be delivered in installments. GE HealthCare may invoice multiple installment deliveries on a consolidated basis, but this does not release Customer's obligation to pay for each installment delivery. Delivery occurs: (i) for Product, on electronic or physical delivery to Customer; and (ii) for Services, on performance.

Products cannot be returned for refund or credit if they match the Quotation.

Delivery and installations will be performed from 8am to 5pm local time, Monday-Friday, excluding GE HealthCare holidays, and outside those hours for an additional fee. Customer will: (i) install cable and assemble products not provided by GE HealthCare; (ii) enable connectivity and interoperability with products not provided by GE HealthCare; (iii) pay for construction and rigging costs; and (iv) obtain all licenses, permits and approvals for installation, use and disposal of Products. For Equipment upgrades and revisions, Customer must return replaced components to GE HealthCare at no charge.

4.5 **Information Technology Professional Services ("ITPS").** ITPS must be completed within 12 months of the later of the ITPS order date or Product delivery. If not done within this time period, other than because of GE HealthCare's failure to perform, ITPS performance obligations expire without refund. ITPS includes project management, HL7/HIS system integration, database conversion, network design and integration and separately cataloged software installations.

4.6 **Acceptance.**

4.6.1 **Equipment Acceptance.** Beginning on completion of installation (not to exceed 30 days from shipment) or delivery (if installation is not required), Customer will have 5 days to determine if the Equipment operates substantially in accordance with Specifications ("Equipment Test Period"). If the Equipment fails to perform accordingly, Customer will provide to GE HealthCare: (i) written notice; (ii) access to the Equipment; and (iii) a reasonable time to bring the Equipment into compliance. After correction by GE HealthCare, Customer will have the remainder of the Equipment Test Period or 3 days, whichever is greater, to continue testing. Equipment is accepted on the earlier of expiration of the Equipment Test Period or the date the Equipment is first used for non-acceptance testing purposes.

4.6.2 **Software Acceptance.** Beginning on completion of Software implementation, Customer will have 30 days to determine if the Software operates substantially in accordance with the Documentation ("**Software Test Period**"). If the Software fails to perform accordingly, Customer will provide to GE HealthCare: (i) written notice; (ii) access to the Software; and (iii) a reasonable time to bring the Software into compliance. After correction by GE HealthCare, Customer will have the remainder of the Software Test Period or 5 days, whichever is greater, to



GE Healthcare Terms & Conditions

continue testing. Software is accepted on the first to occur of: (a) expiration of the Software Test Period; (b) the date Software is first used to process actual data; or (c) the "Go-Live Date" as defined in the Quotation.

4.6.3 **Subscription Acceptance.** Products provided pursuant to a Subscription are accepted 5 days after GE Healthcare provides Customer access to the Products.

4.7 **Third Party Products and Services.** If an order includes Third Party Offerings, then regarding those Third Party Offerings: (i) GE Healthcare is acquiring them on Customer's behalf, acting as Customer's agent; (ii) GE Healthcare provides no warranties or indemnification, express or implied; (iii) Customer is responsible for all claims resulting from or related to their acquisition or use; and (iv) Customer shall comply with third party terms and conditions for the use of the Third Party Offerings; (iv) the applicable third party shall be a beneficiary of this Agreement; (v) except as otherwise agreed, Third Party Offerings shall be deemed accepted (or commenced, as applicable) the later of either 5 days after delivery of the Third Party Offering or it being made available to Customer; (vi) the following provisions of these GE Healthcare terms and conditions shall govern the mutual obligations between Customer and GE Healthcare regarding the order: Definitions, Commercial Logistics, Security Interest and Payment, Trade-In Equipment, General Terms, Compliance – Generally, Security, Medical Diagnosis and Treatment, Protected Health Information, Excluded Provider, Liability and Indemnity, Payment and Finance.

4.8 **Mobile Equipment.** GE Healthcare will assemble Equipment it has approved for mobile use at the vehicle location identified by Customer. Customer will comply with the vehicle manufacturer's planning requirements and arrange for delivery of the vehicle. Equipment placed in a mobile environment must be used for medical, billing, or other non-entertainment use by bona fide medical professionals authorized to use and prescribe such use. Customer will ensure Equipment that GE Healthcare has approved for mobile use is adequately installed in accordance with GE Healthcare's applicable installation instructions.

4.9 **Audit.** GE Healthcare may audit Customer's use of Software, Subscription or SaaS Offering to verify Customer's compliance with this Agreement up to 12 months following termination or expiration of the applicable Quotation. Customer will provide reasonable assistance and unrestricted access to the information. Customer must pay underpaid or unpaid fees discovered during the audit, and GE Healthcare's reasonable audit costs, within 30 days of written notification of the amounts owed. If Customer does not pay, or the audit reveals that Customer is not in compliance, GE Healthcare may terminate Customer's Software license, Subscription or SaaS Offering.

4.10 **Product Inflation.** For GE Healthcare imaging Products only (to exclude ultrasound and life care solutions Products), due to the potential long cycle time from Product order to Product delivery, GE Healthcare may increase Product Total Quote Net Selling Price by an amount equal to the increase in the U.S. Bureau of Labor Statistics Consumer Price Index ("CPI") from the date of Product order to the date of notice prior to Product delivery, by providing at least 4 weeks prior notice from the requested delivery date.

5. **Security Interest and Payment.**

5.1 **Security Interest.** Customer grants GE Healthcare a purchase money security interest in all Products in the Quotation until full payment is received, and Customer will perform all acts and execute all documents necessary to perfect GE Healthcare's security interest.

5.2 **Failure to Pay.** If, after Product delivery, or SaaS Offering availability, Customer is more than 45 days past due on undisputed payments, GE Healthcare may, on 10 days' prior written notice, disable, revoke access to and/or remove the Products or SaaS Offering.

5.3 **Lease.** If Customer leases a Product, Customer continues to be responsible for payment obligations under this Agreement.

6. **Trade-In Equipment.** Trade-in equipment identified in a Quotation will be subject to separate trade-in terms and conditions.

7. **Subscriptions.** The following terms apply to all Subscriptions.

7.1 **Commencement.** Unless otherwise indicated in this Agreement or the Quotation, the Subscription commences on the date GE Healthcare provides Customer access to the Products.

7.2 **Renewal / Non-Renewal.** The Subscription term renews automatically for the same duration as the initial term of the Subscription unless otherwise identified in the Quotation. Except as otherwise identified in this Agreement or a Quotation, GE Healthcare may increase prices annually by no more than the Consumer Price Index for All Urban Consumers (U.S. City Average, December to December) plus 2%, upon 90 days' prior written notice. Subscriptions are not cancellable; however, either party may opt to not renew the Subscription after the initial Subscription term or any subsequent renewal term by providing at least 60 days' prior written notice to the other party prior to renewal.

7.3 **Subscription Equipment.** Title to Equipment provided via Subscription ("**Subscription Equipment**") remains with GE Healthcare. Customer will not place, or permit the placement of, liens, security interests, or other encumbrances on Subscription Equipment. Customer shall not repair or service Subscription Equipment, or allow others to do so, without the prior written consent of GE Healthcare.

7.4 **Support Services.** Unless otherwise noted in the Quotation, as part of the Subscription fees, GE Healthcare will provide support Services as described in the Subscription Products Terms and Conditions.

7.5 **Upgrades/software releases.** Included in the Subscription fees if Customer does not owe any undisputed payments, GE Healthcare will provide upgrades/software releases if and when they become available and to the extent they are provided to all GE Healthcare customers with a Subscription for the Products, at mutually agreed upon delivery and installation dates. Upgrades/software releases do not include: (i) any optional or separately licensable features; (ii) any Products not covered by the Subscription; or (iii) any virtual environment required to host an upgraded Product. GE Healthcare shall have no obligation to provide upgrades/software releases if Products are not maintained within the current major release version or the immediately prior major release version.

7.6 **Access Controls.** Customer must: (i) ensure users maintain individually-assigned confidential user credentials and control mechanisms to access the Subscription; and (ii) take reasonable steps to prevent unauthorized access to Products.

7.7 **Post-Termination.** Upon termination or expiration of the Subscription: (i) Customer must immediately discontinue use of the Products and return Subscription Equipment to GE Healthcare in proper operating condition; (ii) Customer must destroy its copies of Software and Documentation; (iii) Customer must remove its data from Subscription Equipment; (iv) GE Healthcare is not responsible for and may destroy Customer-provided information, images or data; and (v) GE Healthcare will remove Customer's access.

7.8 **Professional Services.** For Services not covered under this Agreement or required due to Customer not meeting its responsibilities under the Agreement, applicable additional professional Services and fees will be required: (i) identified in the Quotation; and (ii) subject to GE Healthcare's then-current pricing.

8. **SaaS Offerings.** The following terms apply to SaaS Offerings.

8.1 **Commencement.** Unless otherwise indicated in this Agreement or the Quotation, the SaaS Offering commences on the date GE Healthcare provides Customer with access to the SaaS Offerings.

8.2 **Access and Use of SaaS Offerings.**



8.2.1 Subject to the terms of this Agreement, GE HealthCare grants Customer non-exclusive, non-transferable, right to access, and use, the SaaS Offering being provided under this Agreement. The SaaS Offering is solely for use by Customer's Authorized Users (defined below) and for internal business only. Customer's use is limited to the term and volume or use metrics as detailed in the Quotation. GE HealthCare reserves all rights in the SaaS Offering, including the technical and operational data and information.

8.2.2 The SaaS Offering may only be used by Customer's employees, consultants, contractors, and agents (i) who are authorized by Customer to access and use the SaaS Offering under the rights granted to Customer pursuant to this Agreement and (ii) for whom access to the SaaS Offering has been purchased hereunder ("Authorized Users"). Customer is responsible and liable for all uses of the SaaS Offering and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Further, Customer is responsible and liable for all acts and omissions by Authorized Users. Customer is responsible for providing any necessary notices to Authorized Users and obtaining any legally required consents from Authorized Users regarding their use of the SaaS Offering and for maintaining the confidentiality of usernames, passwords and account information. Customer and its Authorized Users must not use the SaaS Offering in any way not in accordance with the Agreement and the Documentation.

8.2.3 Customer shall have the sole responsibility for any data submitted, posted, or otherwise transmitted by an Authorized User through the SaaS Offering, including but not limited to the data's accuracy, confidentiality, quality, integrity, legality, reliability, security, appropriateness, IP rights, and privacy consents. Customer shall have sole responsibility for any security vulnerabilities, and the consequences of such vulnerabilities, arising from Customer Data or Authorized User's access to the SaaS Offering.

8.2.4 If Customer becomes aware that any Customer Data or any use by an Authorized User violates the Agreement, Customer shall promptly remove or suspend use of that Customer Data and suspend the Authorized User's access to the SaaS Offering. If Customer believes its access has been compromised, Customer shall notify GE HealthCare as soon as possible but no later than 5 business days. Customer shall have sole responsibility for any security vulnerabilities or incidents, and the consequences of such vulnerabilities or incidents, arising from Customer Data or any use of the SaaS Offering and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Customer shall notify GE HealthCare and reasonably cooperate with GE HealthCare to confirm and resolve any compromise to Customer's account or the SaaS Offering.

8.2.5 GE HealthCare reserves the right to upgrade or modify the SaaS Offering, including without limitation GE HealthCare's technology, software, security, configurations, features, related content and materials, and third party content, at any time.

8.3 Security. GE HealthCare shall maintain a written information security program (the "Program") consistent with GE HealthCare's Commitment to Data Privacy and Security and applicable data protection laws that includes policies, procedures, and safeguards designed to protect Customer data and personal data from unauthorized or unlawful access, use, or disclosure or other compromise.

8.4 Renewal / Non-Renewal. Unless otherwise noted in the Quotation, the SaaS Offering term renews automatically for the same duration as the initial term. Except as otherwise identified in this Agreement or a Quotation, GE HealthCare may increase prices annually by no more than the Consumer Price Index ("CPI") for All Urban Consumers (U.S. City Average, December to December) plus 2%, upon 90 days' prior written notice. SaaS Offerings are not cancellable; however, either party may opt to not renew a SaaS Offering after the initial term or any subsequent renewal term by providing at least 60 days' prior written notice to the other party prior to renewal. Customer shall be obligated to pay the fees for any active term regardless of whether Customer access the SaaS Offering during the applicable term.

8.5 Support Services.

8.5.1 Unless otherwise noted in the Quotation, as part of the SaaS Offering reoccurring fee, GE HealthCare will use commercially reasonable efforts to maintain the SaaS Offering in a manner which minimizes Errors and service interruptions. "Error" means any SaaS Offering problem that: (i) materially interferes with Customer's use of the SaaS Offering; and (ii) results from a failure of the SaaS Offering to materially conform to the Documentation. Customer will promptly inform GE HealthCare of any issue of which Customer becomes aware. GE HealthCare will provide phone and email support during standard business hours, excluding GE HealthCare holidays, for problem solving, Error resolution and general help.

8.5.2 Access for Offering and Support. To enable GE HealthCare to provide Customer with the SaaS Offering and related support, Customer grants GE HealthCare the right to use, process and transmit, in accordance with this Agreement and any relevant privacy agreements, Customer's Data and applications during the Term plus any additional post-expiration period. Customer is responsible for its connection to the SaaS Offering.

8.6 Account Suspension. GE HealthCare may suspend Customer's access to or use of the SaaS Offering if Customer or its Authorized Users violate any provision of this Agreement, or if in GE HealthCare's reasonable judgment, the SaaS Offering or any component thereof are reasonably likely to suffer a significant threat to security or functionality. GE HealthCare will use reasonable efforts to provide advance notice and to re-establish the affected SaaS Offering. GE HealthCare may terminate the SaaS Offering if any cause of suspension is not cured within 60 days. Any suspension or termination by GE HealthCare under this paragraph shall not excuse Customer from its obligation to make payment(s) under this Agreement.

8.7 Post Termination. Unless otherwise noted in the Quotation or this Agreement, upon termination or expiration of the SaaS Offering(s): (i) Customer must immediately discontinue all use and access of the SaaS Offering; (ii) Customer must destroy all GE HealthCare proprietary and confidential information, such as its copies of Documentation; (iii) GE HealthCare is not responsible for and may destroy Customer Data; (iv) GE HealthCare will remove Customer's access; and (v) Customer shall immediately pay GE HealthCare all amounts due hereunder. Customer is responsible for ensuring Customer has all necessary copies of Customer Data prior to the termination date. Customer will be responsible for paying for any Services required to migrate Customer Data to a replacement solution.

9. General Terms.

9.1 Confidentiality. Each party will treat this Agreement and the other party's proprietary information as confidential, meaning it will not use or disclose the information to third parties unless permitted in this Agreement or required by law. Customers are not prohibited from discussing patient safety issues in appropriate venues.

9.2 Governing Law. The law of the state where the Product is installed, Service is provided, Subscription is accessed, or for SaaS Offerings the state in which Customer's operations are located as indicated in the Quotation, will govern this Agreement.

9.3 Force Majeure. Performance time for non-monetary obligations will be reasonably extended for delays beyond a party's control.



GE Healthcare Terms & Conditions

9.4 **Assignment; Use of Subcontractors.** Rights and obligations under this Agreement cannot be assigned without the other party's prior written consent, unless: (i) it is to an entity (except to a GE Healthcare competitor) that (a) is an affiliate or parent of the party or (b) acquires substantially all of the stock or assets of such party's applicable business, Product line, or Service thereof; and (ii) the assignee agrees in writing to be bound by this Agreement, including payment of outstanding fees. GE Healthcare may hire subcontractors to perform work under this Agreement but will remain responsible for its obligations.

9.5 **Waiver; Survival.** If any provision of this Agreement is not enforced, it is not a waiver of that provision or of a party's right to later enforce it. Terms in this Agreement related to intellectual property, compliance, data rights and terms that by their nature are intended to survive will survive the Agreement's expiration or termination.

9.6 **Intellectual Property.** GE Healthcare owns all rights to the intellectual property in GE Healthcare's Products, SaaS Offerings, Services, Documentation, Specifications, and statements of work related to a Quotation or otherwise. Customer may provide GE Healthcare with feedback related to Products, Services, SaaS Offerings, and related Documentation, and GE Healthcare may use it in an unrestricted manner.

10. Compliance.

10.1 **Generally.** Each party will comply with applicable laws and regulations. Customer is only purchasing, licensing or accessing Products or SaaS Offerings for its own medical, billing and/or non-entertainment use in the United States, or for the purposes of renting or leasing the Products for medical, billing and/or non-entertainment purposes through a mobile system or modular building where Customer maintains title to the Products. GE Healthcare will not deliver, install, provide access, service or train if it discovers Products or SaaS Offerings have been or are intended to be used contrary to this Agreement. This Agreement is subject to GE Healthcare's ongoing credit review and approval. Customer is aware of its legal obligations for cost reporting, including 42 C.F.R. § 1001.952(g) and (h), and will request from GE Healthcare any information beyond the invoice needed to fulfill Customer's cost reporting obligations. GE Healthcare will provide safety-related updates for Equipment and Software required by applicable laws and regulations at no additional charge.

10.2 **Security.** GE Healthcare is not responsible for: (i) Customer's passwords or password management (ii) securing Customer's network; (iii) preventing unauthorized access to Customer's network or the Product; (iv) backup management; (v) data integrity; (vi) recovery of lost, corrupted or damaged data, images, software or equipment; (vii) third party operating systems, unless specifically provided in the Quotation; or (viii) providing or validating antivirus or related IT safeguards unless sold to Customer by GE Healthcare. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR DAMAGES CAUSED BY UNAUTHORIZED ACCESS TO THE NETWORK OR PRODUCTS REGARDLESS OF A PARTY'S COMPLIANT SECURITY MEASURES.

10.3 **Environmental Health and Safety ("EHS").** GE Healthcare personnel may stop work without penalty due to safety concerns. Customer must: (i) comply with GE Healthcare's EHS requirements; (ii) provide a safe environment for GE Healthcare personnel; (iii) tell GE Healthcare about chemicals or hazardous materials that might come in contact with Products or GE Healthcare personnel; (iv) perform decommissioning or disposal at Customer facilities; (v) obtain and maintain necessary permits; (vi) thoroughly clean Products before Service; (vii) provide radioactive materials required for testing Products; and (viii) dispose of waste related to Products and installations.

10.4 **Parts and Tubes.** GE Healthcare: (i) recommends the use of parts it has validated for use with the Product; (ii) is not responsible for the quality of parts supplied by third parties to Customer; and (iii) cannot assure Product functionality or performance when non-validated parts are used. Certain Products are designed to recognize GE Healthcare-supplied tubes and report the presence of a non-GE Healthcare tube; GE Healthcare is not responsible for the use of, or effects from, non-GE Healthcare supplied tubes.

10.5 **Training; Recordings.** GE Healthcare's training does not guarantee that: (i) Customer trainees are fully trained on Product or SaaS Offering use, maintenance or operation; or (ii) training will satisfy any licensure or accreditation. Customer must ensure its trainees are fully qualified in the use and operation of the Product or SaaS Offering. Unless otherwise identified in the training catalog, Customer will complete training within 12 months of: (a) the date of Product delivery for a Product purchase or date of availability of SaaS Offering; (b) the respective start date for Services or Subscription for purchase of Service or Subscription; or (c) the date training is ordered for training-only purchases. If not completed within this time period, other than because of GE Healthcare's fault, training expires without refund. Training will be invoiced and payment due pursuant to the billing terms listed in the Quotation. Customer's recording of GE Healthcare training sessions and other conversations with GE Healthcare is prohibited.

10.6 **Medical Diagnosis and Treatment.** All clinical and medical treatment, diagnostic and/or billing decisions are Customer's responsibility.

10.7 **Connectivity.** If a Product or SaaS Offering has remote access capability: (i) Customer will provide GE Healthcare with, and maintain, a GE Healthcare-validated remote access connection to service the Product or SaaS Offering; or (ii) GE Healthcare reserves the right to charge Customer for onsite support at GE Healthcare's then-current billing rate. This remote access and collection of machine data (e.g., temperature, helium level) will continue after the end of this Agreement unless Customer requests in writing that GE Healthcare disable it.

10.8 Use of Data.

10.8.1 **Protected Health Information.** If GE Healthcare creates, receives, maintains, transmits or otherwise has access to Protected Health Information (as defined in 45 C.F.R. § 160.103) ("PHI"), GE Healthcare may use and disclose the PHI only as permitted by law and by the Business Associate Agreement. Before returning any Product to GE Healthcare, Customer must ensure that all PHI stored in it is deleted.

10.8.2 **Data Rights.** GE Healthcare may collect, prepare derivatives from and otherwise use non-PHI data related to Products and/or Services for such things as training, demonstration, research, development, benchmarking, continuous improvement and facilitating the provision of its products, software and services. GE Healthcare will own all intellectual property and other rights that could result from this collection, preparation and use. The non-PHI data will not be used to identify Customer or sold by GE Healthcare without Customer's consent.

10.9 **Customer Policies.** GE Healthcare will use reasonable efforts to respect Customer-provided policies that apply to GE Healthcare and do not materially contradict GE Healthcare policies. Failure to respect Customer policies is not a material breach unless it is willful and adversely affects GE Healthcare's ability to perform its obligations.

10.10 **Insurance.** GE Healthcare will maintain coverage in accordance with its standard certificate of insurance.

10.11 **Excluded Provider.** To its knowledge, neither GE Healthcare nor its employees performing Services under this Agreement have been excluded from participation in a Federal Healthcare Program. If an employee performing Services under this Agreement is excluded, GE Healthcare will replace that employee within a reasonable time; if GE Healthcare is excluded, Customer may terminate this Agreement upon written notice to GE Healthcare.

11. Disputes and Arbitration



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11.1 **Binding Arbitration.** Other than collection matters and actions seeking injunctive relief to prevent or cease a violation of intellectual property rights related to Products or Services, the parties agree to submit all disputes arising under or relating to this Agreement to the American Arbitration Association ("AAA") office closest to the largest metropolitan area of the location where the Product is installed or the Service is provided for binding arbitration conducted in accordance with AAA's then-current Commercial Arbitration Rules. Costs, including arbitrator fees and expenses, will be shared equally, and each party will bear its own attorneys' fees. The arbitrator will have authority to award damages only to the extent available under this Agreement. Nothing in this section shall allow either party to arbitrate claims of any third-party not a party to this Agreement. The parties further agree to keep confidential: (i) the fact that any arbitration occurred, (ii) the results of any arbitration, (iii) all materials used, or created for use, in the arbitration, and (iv) all other documents produced by another party in the arbitration and not otherwise in the public domain.

12. **Liability and Indemnity.**

12.1 **Limitation of Liability.** GE HEALTHCARE'S LIABILITY FOR DIRECT DAMAGES TO CUSTOMER UNDER THIS AGREEMENT WILL NOT EXCEED: (I) FOR PRODUCTS, THE PRICE FOR THE PRODUCT THAT IS THE BASIS FOR THE CLAIM; OR (II) FOR SERVICE, SAAS OFFERINGS OR SUBSCRIPTIONS, THE AMOUNT OF SERVICE OR SUBSCRIPTION FEES FOR THE 12 MONTHS PRECEDING THE ACTION THAT IS THE BASIS FOR THE CLAIM. THIS LIMITATION WILL NOT APPLY TO GE HEALTHCARE'S DUTIES TO INDEMNIFY CUSTOMER UNDER THIS AGREEMENT.

12.2 **Exclusion of Damages.** NEITHER PARTY WILL HAVE ANY OBLIGATION FOR: (I) CONSEQUENTIAL, PUNITIVE, INCIDENTAL, INDIRECT OR REPUTATIONAL DAMAGES; (II) PROFIT, DATA OR REVENUE LOSS; OR (III) CAPITAL, REPLACEMENT OR INCREASED OPERATING COSTS.

12.3 **IP Indemnification.** GE HealthCare will indemnify, defend and hold Customer harmless from third-party claims for infringement of United States intellectual property rights arising from Customer's use of the Equipment, SaaS Offering or Software in accordance with the Specifications, Documentation and/or license.

12.4 **General Indemnification.**

12.4.1 GE HealthCare will indemnify, defend and hold Customer harmless for losses which Customer becomes legally obligated to pay arising from third party claims brought against Customer for bodily injury or damage to real or tangible personal property to the extent the damage was caused by GE HealthCare's: (i) design or manufacturing defect of Products; (ii) negligent failure to warn, negligent installation or negligent Services; or (iii) material breach of this Agreement.

12.4.2 Customer will indemnify, defend and hold GE HealthCare harmless for losses which GE HealthCare becomes legally obligated to pay arising from third party claims brought against GE HealthCare for bodily injury or damage to real or tangible personal property to the extent the damage was caused by Customer's: (i) medical diagnosis or treatment decisions; (ii) misuse or negligent use of the Product or SaaS Offering; (iii) improper storage of the Product (iv) modification of the Product; or (v) material breach of this Agreement.

12.5 **Indemnification Procedure.** For all indemnities under this Agreement: (i) the Indemnified party must give the other party written notice before claiming indemnification; (ii) the indemnifying party will control the defense; (iii) the indemnified party may retain counsel at its own expense; and (iv) the indemnifying party is not responsible for any settlement without its written consent.

13. **Payment and Finance.**

13.1 **Late Payment.** Customer must raise payment disputes before the payment due date. For any undisputed late payment, GE HealthCare may: (i) suspend performance under this Agreement until all past due amounts are paid; (ii) charge interest at a rate no more than the maximum rate permitted by applicable law; and (iii) use unapplied funds due to Customer to offset any of Customer's outstanding balance. If GE HealthCare suspends performance, any downtime will not be included in the calculation of any uptime or availability commitment. If Customer fails to pay when due: (a) GE HealthCare may revoke its credit and designate Customer to be on credit hold; and (b) all subsequent shipments and Services must be paid in full on receipt.

13.2 **Taxes.** Prices do not include applicable taxes, which are Customer's responsibility.

13.3 **Customer Payment Obligation.** If installation or acceptance is delayed more than 90 days because of any reason for which Customer or its subcontractor is responsible, GE HealthCare will provide written notice and bill the remaining balance due on the order, and Customer must pay according to the payment terms listed on the Quotation.

13.4 **Overages.** Products or SaaS Offerings shall be subject to any usage or volume metrics specified in Quotation. If Customer exceeds any usage or volume metric, GE HealthCare reserves the right to charge for excess usage at then current rates. Customer will be responsible for payment of any such overage fees and agrees that GE HealthCare may prospectively adjust future billing to reflect increased usage or volume.

14. **Notices.** Notices will be in writing and considered delivered when received if sent by certified mail, postage prepaid, return receipt requested, by overnight mail, or by fax. Notice to Customer will be directed to the address on this Agreement, and notice to GE HealthCare to General Counsel, 9900 W Innovation Dr., Wauwatosa, WI 53226.

15. **Subscription Products Support Terms and Conditions.**

15.1 **Overview.** GE HealthCare will, in accordance with the terms and conditions of this section, maintain, support and update Products provided via Subscription.

15.2 **Scope.**

15.2.1 **Software Support and Maintenance.** GE HealthCare will use reasonable efforts to provide Error Correction (defined below) for verifiable and reproducible Errors (defined below) within a reasonable time after: (a) Customer reports the Error to GE HealthCare; or (b) detection by GE HealthCare. Updates (defined below), if released, will be provided at no additional cost as a part of this maintenance commitment. New functionality must be purchased separately, unless otherwise agreed.

15.2.2 **Equipment Maintenance.** Preventative maintenance service may be required periodically during normal business hours of 8:00 a.m. to 5:00 p.m. (local time) on mutually agreed dates. Customer will make the Equipment available for preventative maintenance upon GE HealthCare request. Additional services to be performed, including specific additional terms thereof, shall be specified in the Quotation or alternate schedules.

15.2.3 **Definitions.** "Error" means any Software-related problem that: (i) materially interferes with Customer's use of the Software; and (ii) results from a failure of the Software to materially conform to the Documentation. "Error Correction" means: (a) modification of the Software that corrects an Error by bringing the Software into material conformity with the Documentation; or (b) a procedure that avoids the material adverse effect of the nonconformity. "Update" means a change that provides Error Corrections and/or enhances functionality of the



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Software version licensed by Customer. An Update does not involve major changes or provide significant, new functionality or applications, or changes to the software architecture or file structure. Updates retain the same license as the original Software.

15.2.4 **Hotline Support.** GE HealthCare will provide phone and email support during standard business hours, excluding GE HealthCare holidays, for problem solving, Error resolution and general help.

15.2.5 **Remote Access Support.** GE HealthCare may access Software remotely via Customer's network and GE HealthCare-supplied secure tunnelling software to monitor Software parameters to help prevent and detect Errors. Customer will reasonably cooperate with GE HealthCare to establish remote connections. Certain modules require remote access in order to obtain support.

15.2.6 **Warranty.** GE HealthCare warrants that its Services will be performed by trained individuals in a professional, workman-like manner. GE HealthCare will re-perform non-conforming Services as long as Customer provides prompt written notice to GE HealthCare. NO OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WILL APPLY. SERVICE MANUALS AND DOCUMENTATION ARE PROVIDED "AS IS". GE HEALTHCARE DOES NOT GUARANTEE PRODUCTS WILL OPERATE WITHOUT ERROR OR INTERRUPTION.

15.2.7 **Exclusions.** GE HealthCare has no obligation to Customer for: (i) use of Products in combination with software, hardware, or services not recommended in writing by GE HealthCare; (ii) use in a manner or environment for which GE HealthCare did not design or license the Products, or in violation of GE HealthCare's recommendations or instructions; (iii) interface configuration (often referred to as HIS, PACS or EMR interfaces necessary due to changing vendors or versions); (iv) reorganization of Customer data; (v) consulting or software engineering and programming; (vi) support of Products outside the scope of the foregoing maintenance commitments; (vii) failure to use or install, or permit GE HealthCare to use or install, Error Corrections or Updates; (viii) failure to maintain Products within the current major release version or the immediately prior major release version; (ix) defects in products or services not made and provided by GE HealthCare; (x) any cause external to the Products or beyond GE HealthCare's control; (xi) failure of Customer's network; (xii) replacement of disposable or consumable items; (xiii) additional equipment or upgrades in connection with Products; and (xiv) migration of Software to different hardware or operating systems.

16. **ViewPoint Software Maintenance Terms and Conditions.**

16.1 GE HealthCare will maintain, support and update ViewPoint Software licensed by Customer ("**ViewPoint Software**") and HIS interface software installed in the United States covered by a Software Maintenance Agreement ("SMA") consistent with the Subscription Products Support Terms and Conditions.

16.2 **Software Maintenance Agreement Term.** The following applies to ViewPoint software and HIS interface software only: The SMA term and start date is identified in the Quotation and its related Schedule A. Either party may terminate the SMA without cause after the first anniversary by providing at least 90 days' prior written notice to the other party. SMA payments are due within 30 days after date of GE HealthCare's invoice.



GE Healthcare Warranty Statement

1. Warranty.

1.1. **Equipment.** For non-customized Equipment purchased from GE Healthcare or its authorized distributors, unless otherwise identified in the Quotation, GE Healthcare warrants that Equipment will be free from defects in title, and, for 1 year from Equipment Acceptance, it will: (i) be free from defects in material and workmanship under normal use and service; and (ii) perform substantially in accordance with the Specifications. The warranty covers parts and labor and only applies to end-users that purchase Equipment from GE Healthcare or its authorized distributors.

1.2. **Software.** For Software licensed from GE Healthcare, GE Healthcare warrants that: (i) it has the right to license or sublicense Software to Customer; (ii) it has not inserted Disabling Code into Software; (iii) it will use efforts consistent with industry standards to remove viruses from Software before delivery; and (iv) unless otherwise identified in the Quotation, for 90 days from Software Acceptance, Software will perform substantially in accordance with the Documentation. "**Disabling Code**" is code designed to interfere with the normal operation of Software, but code that prohibits use outside of the license scope is not Disabling Code.

1.3. **Services.** GE Healthcare warrants that its Service will be performed by trained individuals in a professional, workman-like manner.

1.4. **Used Equipment.** Certain Used Equipment is provided with GE Healthcare's standard warranty for the duration identified in the Quotation, but in no event more than 1 year. If no warranty is identified, the Used Equipment is provided "AS IS" and is not warranted by GE Healthcare.

1.5. **Accessories and Supplies.** Warranties for accessories and supplies are at www.gehealthcare.com/accessories.

1.6. **Third Party Product.** Third Party Product is covered by the third party's warranty and not GE Healthcare's warranties.

1.7. **Subscription Products.** Unless otherwise specified, Products provided via Subscription do not include a warranty.

1.8. **SaaS Offerings.** Unless otherwise specified, SaaS Offerings do not include a warranty.

2. **Remedies.** If Customer promptly notifies GE Healthcare of its claim during the warranty and makes the Product available, GE Healthcare will: (i) at its option, repair, adjust or replace the non-conforming Equipment or components; (ii) at its option, correct the non-conformity or replace the Software; and/or (iii) re-perform non-conforming Service. Warranty service will be performed from 8am to 5pm local time, Monday-Friday, excluding GE Healthcare holidays, and outside those hours at GE Healthcare's then-current service rates and subject to personnel availability. GE Healthcare may require warranty repairs to be performed via a secure, remote connection or at an authorized service center. If GE Healthcare replaces Equipment or a component, the original becomes GE Healthcare property and Customer will return the original to GE Healthcare within 5 days after the replacement is provided to Customer. Customer cannot stockpile replacement parts. Prior to returning Equipment to GE Healthcare, Customer will: (a) obtain a return to manufacturer authorization; and (b) back up and remove all information stored on the Equipment (stored data may be removed during repair). Customer is responsible for damage during shipment to GE Healthcare. The warranty for a Product or component provided to correct a warranty failure is the unexpired term of the warranty for the repaired or replaced Product.

GE Healthcare may provide a loaner unit during extended periods of Product service or for GE Healthcare Product training purposes. If a loaner unit is provided: (i) it is for Customer's temporary use at the location identified in the Quotation; (ii) it will be returned to GE Healthcare within 5 days after the Product is returned to Customer, and if it is not, GE Healthcare may repossess it or invoice Customer for its full list price; (iii) it, and all programs and information pertaining to it, remain GE Healthcare property; (iv) risk of loss is with Customer during its possession; (v) Customer will maintain and return it in proper condition, normal wear and tear excepted, in accordance with GE Healthcare's instructions; (vi) it will not be repaired except by GE Healthcare; (vii) GE Healthcare will be given reasonable access to it; (viii) Customer is not paying for its use, and Customer will ensure charges or claims submitted to a government healthcare program or patient are submitted accordingly; and (ix) prior to returning it to GE Healthcare, Customer will delete all information, including PHI, from it and its accessories, in compliance with industry standards and instructions provided by GE Healthcare.

NO OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WILL APPLY. SERVICE MANUALS AND DOCUMENTATION ARE PROVIDED "AS IS". GE HEALTHCARE DOES NOT GUARANTEE PRODUCTS WILL OPERATE WITHOUT ERROR OR INTERRUPTION.

3. **Limitations.** GE Healthcare has no obligation to Customer for warranty claims if Customer uses the Product: (a) for non-medical or entertainment use or outside the United States; (b) in combination with software, hardware, or services not recommended in writing by GE Healthcare; and (c) in a manner or environment for which GE Healthcare did not design or license it, or in violation of GE Healthcare's recommendations or instructions. GE Healthcare has no obligation to Customer for warranty claims for damages or deficiencies outside GE Healthcare's reasonable control.

In addition, these warranties do not cover: (i) defects or deficiencies from improper storage or handling, maintenance or use that does not conform to Specifications and/or Documentation, inadequate backup or virus protection, cyber-attacks, failure to maintain power quality, grounding, temperature, and humidity within Specifications and/or Documentation, or other misuse or abuse; (ii) repairs due to power anomalies or any cause external to the Products or beyond GE Healthcare's control; (iii) payment or reimbursement of facility costs arising from repair or replacement of the Products or parts; (iv) planned maintenance (unless applicable to Equipment), adjustment, alignment, or calibration; (v) network and antenna installations not performed by GE Healthcare or its subcontractors; (vi) lost or stolen Products; (vii) Products with serial numbers altered, defaced or removed; (viii) modification of Product not approved in writing by GE Healthcare; (ix) Products immersed in liquid; (x) for Mobile Equipment, defects or deficiencies from mobile use outside of normal transportation wear and tear (excluding OEC regarding transportation wear and tear) and (xi) replacement of disposable or consumable items.

4. Exceptions to Standard Warranty.

Partial System Equipment Upgrades for CT, MR, X-Ray, IGS, PET (Scanners, Cyclotrons and Chemistry Labs) and Nuclear systems: 6 months (only applies to the upgraded components unless the parties otherwise agree to modify the coverage of the upgraded and existing components in an existing service agreement. Optima XR240amx partial upgrades are warranted for 1 year on the wireless detector. This exception does not apply to the Artist Evo 1.5T and Premier Evo 3T upgrades which will have a full system one year warranty.

Cyclotron and Radiopharmacy: Warranty starts on the earlier of (i) 3 months after the date GE Healthcare completes mechanical installation, or (ii) the date Product testing is successfully completed.

MR Systems: Warranty does not cover: (i) a defect or deficiency from failure of water chillers supplied or serviced by Customer, and (ii) for MR



GE Healthcare Warranty Statement

systems with LHe/LN or shield cooler configured superconducting magnets (except for MR Systems with LCC magnets), any cryogen supply, cryogenic service or service to the magnet, cryostat, coldhead, shield cooler compressor or shim coils unless the need for supply or service is caused by a defect in material or workmanship covered by this warranty.

Proteus XR/a, Definium and Precision 500D X-Ray Systems: Warranty does not cover collimator bulbs.

Performix 160A (MX160) Tubes: 3 years

X-Ray High Voltage Rectifiers and TV Camera Pick-Up Tubes: 6 months

X-Ray Wireless Digital Detectors: In addition to the standard warranty, GE HealthCare will provide coverage for detector damage due to accidental dropping or mishandling. If accidental damage occurs, GE HealthCare will provide Customer with 1 replacement detector during warranty at no additional charge. If subsequent accidental damage occurs during warranty, each additional replacement will be provided for \$30,000 per replacement. This additional coverage excludes damage caused by any use that does not conform to original equipment manufacturer ("OEM") guidelines, use that causes fluid invasion, holes, deep scratches or the detector case to crack, and damage caused by abuse, theft, loss, fire, power failures or surges. If the warranty is voided by these conditions, repair or replacement is Customer's responsibility.

GE Lunar Bone Mineral Densitometry and Metabolic Health: Warranty includes 1 annual PM. Direct warranty claims to Probo Medical, LLC (together, with its affiliates Alpha Source, LLC) at 1-866-907-9745.

OEC New or Exchange Service Parts: 120 days

OEC Tubes and Image Intensifiers: 1 year

HealthNet Lan, Advantage Review — Remote Products: 3 months

LOGIQ e, Venue 50, Venue Go, Versana Active and related transducers purchased with them: 5 years

LOGIQ V1, LOGIQ V2, Vivid IQ, Vscan and Vscan Extend and related transducers purchased with them: 3 years

Except the following have a 1 year warranty:

Transducers: TEE Probes,

Carts: Venue 50 Docking Cart, Venue Go Cart, Venue Go mounting cradle, LOGIQ e Isolation Cart, LOGIQ e Docking Cart, LOGIQ V1/V2 Cart and Vivid IQ cart.

Other: Batteries (internal & external), and printers and peripherals, TEE cleaning & storage system, ICECord Connector and printers.

Warranty covers defective parts and components and includes: (i) repair at GE HealthCare facilities, (ii) a loaner unit or probe replacement shipped for next business day delivery for requests received by 3pm Central Time, (iii) phone support from 7am to 7pm Central Time, Monday-Friday, excluding GE HealthCare holidays. For an additional charge, GE HealthCare may provide field support/service, planned maintenance, and/or coverage for damage due to accidental dropping or mishandling.

LOGIQ P9 R2.5 and newer and, Versana Premier, Versana Balance, Venue and related transducers purchased with them: 5 years

LOGIQ P10: 5 years

LOGIQ Fortis and related transducers purchased with them: 2 years

Except the following have a 1 year warranty:

Other Accessories: Batteries (internal & external) and printers and peripherals, TEE cleaning & storage system

Transducers: TEE Probes

Warranty Includes: (i) repair at Product location by a qualified service technician Monday-Friday 8am to 5pm local time, excluding GE HealthCare holidays, and (ii) phone support from 7am to 7pm Central Time, Monday-Friday, excluding GE HealthCare holidays. For an additional charge, GE HealthCare may provide planned maintenance and/or coverage for damage due to accidental dropping or mishandling.

Voluson P8 BT18 and newer, Voluson Signature 18, Voluson Signature 20, Voluson SWIFT, Voluson S8 Touch and Voluson S10 Expert, LOGIQ F8 2016 and newer, LOGIQ V5, Vivid T8 and Vivid T9 and related transducers purchased with them: 3 years

Except the following have a 1 year warranty:

Other: Batteries (internal & external) and printers and peripherals, TEE cleaning & storage system

Transducers: TEE Probes

Warranty Includes: (i) repair at Product location by a qualified service technician Monday-Friday 8am to 5pm local time, excluding GE HealthCare holidays, and (ii) phone support from 7am to 7pm Central Time, Monday-Friday, excluding GE HealthCare holidays. For an additional charge, GE HealthCare may provide planned maintenance and/or coverage for damage due to accidental dropping or mishandling.

Voluson Expert 18, Voluson Expert 20, and Voluson Expert 22: Console Warranty - 5 years; Probe Warranty - Years 0 – 3 – all probes purchased with console, Years 4 – 5 – 1 probe per system, per year.

EM6C Probe – 1 year

Warranty Includes: (i) repair at Product location by a qualified service technician Monday-Friday 8am to 5pm local time, excluding GE HealthCare holidays, and (ii) phone support from 7am to 7pm Central Time, Monday-Friday, excluding GE HealthCare holidays. For an additional charge, GE HealthCare may provide planned maintenance and/or coverage for damage due to accidental dropping or mishandling.

Ultrasound Partial System Equipment Upgrades: 3 months (only applies to the upgraded components). Customer will not be credited the value of the warranty against pre-existing warranties or service agreements.

Veterinary Use: Notwithstanding anything herein, any Product validated and sold by GE HealthCare for specific use in the veterinary market shall have a one (1) year warranty.

Batteries: 3 months, except for x-ray nickel cadmium or lead acid batteries and ultrasound batteries, which are warranted for 1 year

CARESCAPE Monitors B450, B650, B850, Canvas 1000, and Canvas Smart display: 3 years parts, 1 year labor (excluding displays, which are standard 1 year parts and labor). Phone support from 7am to 5pm Central Time, Monday-Friday, excluding GE HealthCare holidays.

CARESCAPE ONE: 3 year parts and phone support from 7am to 5pm Central Time, Monday-Friday, excluding GE HealthCare holidays, 1 year labor (excluding displays, which are standard 1 year parts and labor).

Micromodules: 3 year parts and phone support from 7am to 5pm Central Time, Monday-Friday, excluding GE Healthcare holidays, (i) repair services performed at GE HealthCare Repair Operations Center.

B40 Monitors: 2 years parts, 1 year labor (excluding displays, which are standard)

B105 B125, and B155 Patient Monitors: 3 years with: (i) repair services performed at GE HealthCare Repair Operations Center, (ii) phone support from 7am to 5pm Central Time, Monday-Friday, excluding GE HealthCare holidays; and (iii) a loaner Product (subject to availability; shipping charges included).



GE Healthcare Warranty Statement

Novii Wireless Patch System- Interface and Pods: 1 year starting 40 days after shipment with: (i) exchange services performed at GE HealthCare Repair Operations Center; and (ii) phone support from 7am to 5pm Central Time, Monday-Friday, excluding GE HealthCare holidays. Customer may elect to purchase coverage for Pod damage due to accidental dropping or mishandling. This coverage excludes patches and cables, which are considered Product accessories, and are warranted pursuant to Section 1.5 above.

MAC 5, MAC 7, MAC 2000 and MAC 3500: 3 years (i) repair services performed at GE HealthCare Repair Operations Center, (ii) phone support from 7am to 5pm Central Time, Monday-Friday, excluding GE HealthCare holidays

CARESCAPE V100 and VC150 Vital Signs Monitors: 2 years

SEER 1000: 2 years (i) repair services performed at GE HealthCare Repair Operations Center, (ii) phone support from 7am to 5pm Central Time, Monday-Friday, excluding GE HealthCare holidays

Exergen: 4 years

Microenvironment and Phototherapy consumable components: 1 month

Corometrics® Fetal Monitoring: Warranty includes: (i) warranty starting on the earlier of (a) if GE HealthCare or Customer installs, 5 days after installation or (b) 40 days after shipment; and (ii) 2 years parts, 1 year labor

Corometrics® Nautilus Transducers: 2 years

Lullaby Phototherapy System: 3 years on lamp assembly

Blood pressure cuffs and related adaptors and air hoses: 1 month

Anesthesia Monitor Mounting Solutions: If purchased directly from GE HealthCare, it will be warranted as a GE HealthCare Product

Tec 850 Vaporizers: 3 years

Tec 6 Plus Vaporizers: 2 years

CARESCAPE Gateway: 1 year

CARESCAPE Bridge: 1 year

Vscan Air and Vscan Air Vet Warranty: 3 years with the exception of the battery and peripherals which are covered for 1 year. Warranty covers defective parts and components and includes: (i) a replacement unit, and (ii) phone support from 7am to 7pm Central Time, Monday-Friday, excluding GE HealthCare holidays. For an additional charge, GE HealthCare may provide additional battery and/or coverage for damage due to accidental dropping or mishandling

Portrait VSM: 2 years

Resolution No. 2026-08

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SAN BENITO HEALTH CARE DISTRICT MODIFYING THE NATIONAL UNION OF
HEALTHCARE WORKERS UNIT AT SAN BENITO HEALTH CARE DISTRICT**

WHEREAS, the San Benito Health Care District, a California Local Health Care District (“District”), is governed by the Health Care District Law (Health & Safety Code sections 32000 et seq.);

WHEREAS, the District Board of Directors (“Board”) approved Ordinance 2004-06 Regarding Employee Election of Labor Organizations (“Ordinance 2004-06”) in accordance with Government Code section 3507(a);

WHEREAS, the Ordinance 2004-06 authorizes the Board to assess the appropriateness of a bargaining unit requested by an employee organization and to determine the appropriate unit based on specified criteria;

WHEREAS, on January 6, 2026, the National Union of Healthcare Workers (“NUHW”) submitted a written request to modify the existing bargaining unit it represents to include an additional classification for Laboratory Clerks within the Laboratory Department;

WHEREAS, upon receipt of a request to modify an existing and recognized unit of employees, the Board, pursuant to California Government Code Section 3507.1 and Ordinance 2004-06, has the responsibility to determine whether the modification to include a new classification of employees would result in an appropriate unit of employees;

WHEREAS, on January 22, 2025, the Board held a public hearing to review the proposed modification to NUHW, and consider the relevant criteria set forth in Section 2 of Ordinance 2004-06;

WHEREAS, the Board determined the proposed classification meets the criteria set forth in Section 2 of Ordinance 2004-06;

WHEREAS, pursuant to Government Code 3507.1(c), NUHW has requested recognition to represent employees in certain specified classifications pending the results of a secret ballot election;

WHEREAS, the District, pursuant to Government Code 3507.1(c) and Ordinance 2004-06, has agreed to recognize NUHW representing certain recognition to represent employees in certain specified classifications pending the results of a secret ballot election, which will be overseen by State Mediation-Conciliation Service; and

WHEREAS, this Resolution is exempt from review under the California Environmental Quality Act (Public Resources Code section 21000 *et seq.*) (“CEQA”) pursuant to 14 Cal. Code of Regulations, section 15061(b)(3), because it can be seen with certainty that there is no possibility that modifying a bargaining unit may have a significant effect on the environment.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the San Benito Health Care District Board of Directors as follows:

SECTION 1. The District Board of Directors hereby finds and determines that the foregoing recitals are true and correct.

SECTION 2. The Board, based upon the request filed by NUHW, finds and determines that NUHW is the appropriate bargaining unit for the following classification of Laboratory Clerks.

SECTION 3. The Board directs District Administration to take any and all actions, including executing relevant documents, to carry out the intent of this Resolution in accordance with Ordinance 2004-06.

PASSED AND ADOPTED this 22nd day of January, 2026 by the following vote:

- AYES:
- NOES:
- ABSTENTIONS:
- ABSENT:

William Johnson, President

Attested: _____
Nick Gabriel, Secretary