

Regular Meeting of the Board of Directors, April 23, 2026



**Hazel Hawkins**  
MEMORIAL HOSPITAL

**REGULAR MEETING OF THE BOARD OF DIRECTORS  
SAN BENITO HEALTH CARE DISTRICT  
911 SUNSET DRIVE, HOLLISTER, CALIFORNIA  
THURSDAY, APRIL 23, 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**

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

Regular Meeting of the Board of Directors, April 23, 2026

**6. Board Announcements** (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. Approve Minutes:

- Regular Meeting of the Board of Directors – March 26, 2026

B. Receive Officer/Director Written Reports

- Physician Services & Clinic Operations
- Skilled Nursing Facilities (Mabie Southside/Northside)
- Laboratory and Radiology
- Foundation
- Public Relations
- PMO Project Summary

C. Approve Policies:

- Compounding – General: Immediate Use Compounded Sterile Preparations - Revised
- Ergonomics and Safe Lifting – Clinical & Non-Clinical Setting – New
- Scabies Exposure to Employees – New
- Handling of Storage of Weapons and Contraband – New
- Influx of Infectious Patients Response Plan – Revised
- Management of Patients with Multi-Drug Resistant Organisms (MDRO) – Revised
- Tranquility Room – SNF – New
- Trauma Team Activation – Revised
- Amendments to Protected Health Information – Revised
- HIPAA – Quarterly Review of Workforce Members who Self-Access Not Permitted – New
- CEO Compensation – Revised
- Investment Policy - Revised

D. Approve Privileges:

- Emergency Medicine (Revised)

E. Approval to Archive Policy:

- Absence of Interim CEO (Combined with Absence of CEO)

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

Regular Meeting of the Board of Directors, April 23, 2026

**9. Receive Informational Reports**

A. Chief Executive Officer (Verbal Report)

(Casillas)

▶ Public Comment

B. Chief Nursing Officer

(Descent)

- Dashboard – March, 2026
- Patient Experience
- BETA HEART

▶ Public Comment

C. Chief Financial Officer – March, 2026

(Robinson)

- Project Dashboard
- Financial Statements
- Finance Dashboard
- Supplemental Payments
- Cashflow Statement YTD

▶ Public Comment

**10. Action Items**

A. Consider and Approve Amendment to Agreement with Press Ganey Associates, LLC.

*Recommended Action: Approval of Amendment to Agreement with Press Ganey Associates, LLC.*

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

B. Consider and Approve First Amendment to Pharmacy Agreement with Cardinal Health Pharmacy, LLC.

*Recommended Action: Approval of Amendment to Agreement with Cardinal Health, LLC.*

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

## Regular Meeting of the Board of Directors, April 23, 2026

- C. Conduct a Public Hearing Regarding Impasse In Negotiations with NUHW and Consider Implementing the District's Last, Best and Final Offer for NUHW.

*Recommended Action: Conduct a public hearing, review impasse procedures, and adopt Resolution No. 2026-13 to unilaterally implement the District's Last, Best and Final Offer for NUHW.*

- ▶ Report
- ▶ Board Questions
- ▶ Open Public Hearing
- ▶ 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, May 28, 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**

**APRIL 23, 2026**

**AMENDED 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:**

PERB Case No. SF-CE-2231-M

PERB Case No. SF-CE-2232-M

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

*Significant exposure to litigation pursuant to § 54956.9(d)(2), (e)(3): Patrick Gene Cross received March 18, 2026.*

- 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, Charles Mullaney

**Employee organization:** NUHW

**CONFERENCE WITH LABOR NEGOTIATOR**

(Government Code §54957.6)

**Agency designated representative:**

**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**



Hazel Hawkins  
MEMORIAL HOSPITAL

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

**THURSDAY, MARCH 26, 2026**

**5:00 P.M.**

**MINUTES**

**TELECONFERENCE LOCATION:**

**Director Gabriel  
400 W. Mineral King Ave.  
Visalia, CA 93291**

**Directors Present**

Bill Johnson, Board Member  
Devon Pack, Board Member  
Victoria Angelo, Board Member  
Nick Gabriel, Board Member (Teleconference\*)  
Josie Sanchez, Board Member

**Also Present**

Mary Casillas, Chief Executive Officer  
Mark Robinson, Chief Financial Officer  
Amy Breen-Lema, VP Ambulatory & Physician Services  
Karen Descent, Chief Nursing 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 5:00 PM. A quorum was present, and attendance was taken by roll call. Directors Johnson, Pack, Angelo, Sanchez and Gabriel were present.

**2. Board Announcements - None.**

**3. Board Education**

Sydney Diekmann, with WIPFLI provided a presentation regarding the Community Health and Provider Need Assessment. The presentation is included in the packet.

**4. Public Comment**

An opportunity for public comment was provided, and individuals were given three minutes to address the Board Members and Administration. Public comment was received by Mr. Greg Swett.

## 5. Consent Agenda - General Business

### A. Consider and Approve Minutes:

- Regular Meeting of the Board of Directors – February 26, 2026.

### B. Receive Officer/Director Written Reports - No action required.

- Physician Services & Clinic Operations
- Skilled Nursing Facilities (Mabie Southside/Northside)
- Laboratory and Radiology
- Foundation
- Public Relations
- PMO Project Summary Report

### C. Consider and Approve Policies:

- Artificial Intelligence (AI) and Ambient Listening Policy – (New)
- Information Technology Acceptable Use – (Revised)
- Compounding – Environment Monitoring Incubators – (Revised)
- Pharmacy Standard Operating Procedure Review and Maintenance – (New)
- Weapons Detection and Screening Policy – (New)

### D. Approve Resolution No. 2026-14 Modifying The National Union Of Healthcare Workers Unit (Lab Clerks) - Repealing And Superseding Resolution 2026-08

### E. Approve Resolution No. 2026-15 Modifying The National Union Of Healthcare Workers Unit (Security Guards) - Repealing And Superseding Resolution 2026-09

### F. Approve Resolution No. 2026-12 Amending the District's Conflict of Interest Code

**MOTION:** By Director Angelo to approve the Consent Agenda – General Business, Items (A-F); Seconded by Director Sanchez.

**Moved/Seconded/ Carried.** Ayes: Directors Johnson, Pack, Angelo, Sanchez, and Gabriel. Approved 5-0 by roll call.

## 6. Receive Informational Reports

### A. Chief Executive Officer (Verbal Report)

- HR-1
- Advocacy

Ms. Casillas provided her CEO report, which included an update on the Rural Health Transformation Program and advocacy. The report is included in the packet.

An opportunity was provided for public comment; public comment received by Ms. Rosa Parag.

### B. Chief Nursing Officer

- Dashboard – February, 2026
- Patient Experience

Ms. Descent provided an update, which included her dashboard and an update on patient experience. These reports are included in the packet.

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

C. Facilities and Finance Committee – February, 2026

- Facilities Project Dashboard
- Financial Statements
- Finance Dashboard
- Supplemental Payments

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

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

7. Action Items

A. Consider and Approve Professional Services Agreement for Lourdes Grayson, M.D.

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

**MOTION:** By Director Pack to Approve Professional Services Agreement for Lourdes Grayson, M.D. for 2-year term at a rate of \$240.00 per hour; Seconded by Director Johnson.

**Moved/Seconded/ Carried:** Ayes: Directors Johnson, Pack, Angelo, Sanchez, and Gabriel. Approved 5-0 by roll call.

B. Consider and Approve Professional Services Agreement for Shane Walker, M.D.

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

**MOTION:** By Director Johnson to Approve Professional Service Agreement with Shane Walker, M.D. for a 3-Year Term at the rate of \$185 per hour (AM coverage) and \$82.50 per hour (PM call coverage); Seconded by Director Angelo.

**Moved/Seconded/ Carried:** Ayes: Directors Johnson, Pack, Angelo, Sanchez, and Gabriel. Approved 5-0 by roll call.

C. Consider and Award Contract to The Core Group (Hospital Sterilizer Replacement) in the amount of \$383,575.00.

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

**MOTION:** By Director Angelo to Award The Core Group (Sterilizer Replacement) in the amount of \$383,575.00; Seconded by Director Johnson.

**Moved/Seconded/ Carried:** Ayes: Directors Johnson, Pack, Angelo, Sanchez, and Gabriel. Approved 5-0 by roll call.

D. Consider and Approve Resolution No. 2026-11 Authorizing Investment of Monies in the Local Agency Investment Fund.

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

**MOTION:** By Director Johnson to Approve Resolution No. 2026-11 Authorizing Investment of Monies in the Local Agency Investment Fund; Seconded by Director Pack.

**Moved/Seconded/ Carried:** Ayes: Directors Johnson, Pack, Angelo, Sanchez, and Gabriel. Approved 5-0 by roll call.

Dr. Johnson moved to item F and will come back to item E.

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

An opportunity for public comment was provided; public comment was received by Mr. Swett and Ms. Parag.

**MOTION:** By Director Sanchez to Approve Incentive Goals for the Chief Executive Officer; Seconded by Director Angelo.

**Moved/Seconded/ Carried:** Ayes: Directors Johnson, Pack, Angelo, Sanchez, and Gabriel. Approved 5-0 by roll call.

E. Consider and Approve Resolution 2026-10 Approving an Amendment to the Memorandum of Understanding with the Engineers and Scientists of California, Local 20, IFPTE.

Mr. Tartala summarized the Tentative Agreements set forth in Exhibit A. An opportunity for public comment was provided; no public comment received.

**MOTION:** By Director Pack to Approve Resolution 2026-10 Approving an Amendment to the Memorandum of Understanding with the Engineers and Scientists of California, Local 20, IFPTE; Seconded by Director Angelo.

**Moved/Seconded/ Carried:** Ayes: Directors Johnson, Pack, Angelo, Sanchez, and Gabriel. Approved 5-0 by roll call.

8. **Public Comment**

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

9. **Closed Session**

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

- Conference with Legal Counsel – Anticipated Litigation; Government Code §54956.9: (d)(2), (e)(3); Claims by Paul Rohart, M.D., Guillermina Andalon Vasquez, and Patrick Gene Cross;
- Conference with Labor Negotiator Government Code §54957.6 (NUHW);
- Hearing/Report, Evidence Code Sections 1156 and 1157.7; Health and Safety Code Section 32106(b); Credentials Report.

The members of the Board entered into a closed session at 7:13 p.m.

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

The Board of Directors reconvened to open session at 8:12 p.m.

**11. Closed Session Report**

Counsel reported that the Board met in closed session regarding a number of items:

- Regarding anticipated litigation, the Board considered three claims:
  - The claim by Dr. Rohart was denied 4-1, with Dr. Gabriel dissenting (motion of Johnson, second by Director Angelo).
  - Claim by Ms. Vasquez was denied by 5-0 (motion of Director Pack, seconded by Director Johnson.)
  - The claim by Mr. Cross was deferred for further assessment 5-0 (motion by Director Angelo; second by Director Pack)
- Regarding the Conference Labor Negotiator regarding the employee organization NUHW: The board provided direction, but there was no reportable item.
- As to the Credential report, on Motion of Director Angelo, and second by Director Johnson, the report was unanimously approved 5-0.

**12. Adjournment:**

There being no further regular business or actions, the meeting was adjourned at 8:14 p.m.

The next Regular Meeting of the Board of Directors is scheduled for Thursday, April 23, 2026, at 5:00 p.m.

To: San Benito Health Care District Board of Directors  
 From: Amy Breen-Lema, Vice President, Clinic, Ambulatory & Physician Services  
 Date: April 13, 2026  
 Re: All Clinics – March 2026

**March 2026 Rural Health and Specialty Clinics' visit volumes**

Clinic Location	Total visits current month	Total visits prior month (February 2026)
Orthopedic Specialty	550	494
Multi-Specialty	613	574
Sunset	861	819
Surgery & Primary Care	327	269
San Juan Bautista	414	340
1st Street	727	542
4th Street	1,153	911
Barragan	719	611
<b>Total</b>	<b>5,364</b>	<b>4,560</b>

- Provider recruitment activities with anticipated start dates by specialty:
  - Family Practice (locum tenens)
    - Barton Giessel, M.D. – May 2026
    - Marvin Butler, PA-C – May 2026
  
- Dr. Lourdes Grayson has accepted a full-time psychiatrist position at our First Street Clinic. After initially serving as a locum tenens provider, she developed strong connections with our staff and patients, leading to her decision to join our team permanently.



# Hazel Hawkins MEMORIAL HOSPITAL

## Mabie Southside/Northside Skilled Nursing Facility Board Report – April 2026

To: San Benito Health Care District Board of Directors

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

### 1. Census Statistics: March 2026

Southside	2026	Northside	2026
Total Number of Admissions	19	Total Number of Admissions	10
Number of Transfers from HHH	19	Number of Transfers from HHH	10
Number of Transfers to HHH	8	Number of Transfers to HHH	6
Number of Deaths	2	Number of Deaths	2
Number of Discharges	17	Number of Discharges	8
Total Discharges	19	Total Discharges	10
<b>Total Census Days</b>	<b>1359</b>	<b>Total Census Days</b>	<b>1,456</b>

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: March 2026

Southside	From	Payor	Northside	From	Payor
12	HHMH	Medicare	4	HHMH	Medicare
2	HHMH Re-Admit Obs.	CCA	1	HHMH-Re-Admit Obs	Medicare
1	HHMH Re-Admit	CCA	2	HHMH	CCA
2	HHMH Re-Admit Obs.	Medicare	1	HHMH	Medi-Cal
2	HHMH- Re-Admit ER	Medicare	1	HHMH	Bridge Hospice
			1	HHMH-Re-Admit Obs	CCA
<b>Total: 19</b>			<b>Total: 10</b>		

### 3. Total Discharges by Payor: March 2026

Southside	2026	Northside	2026
Medicare	12	Medicare	3
Medicare MC	0	Medicare MC	0
CCA	5	CCA	0
Medical	0	Medical	1
Medi-Cal MC	0	Medi-Cal MC	0
Hospice	2	Hospice	2
Private (self-pay)	0	Private (self ay)	0
Insurance	0	Insurance	0

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**Total: 19**

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**Total: 6**

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**4. Total Patient Days by Payor: March 2026**

<b>Southside</b>	<b>2026</b>	<b>Northside</b>	<b>2026</b>
Medicare	349	Medicare	159
Medicare MC	0	Medicare MC	0
CCA	937	CCA	1045
Medical	0	Medical	73
Medi-Cal MC	0	Medi-Cal MC	0
Hospice	42	Hospice	169
Private (self-pay)	31	Private (self-pay)	0
Insurance	0	Insurance	0
Bed Hold / LOA	19	Bed Hold / LOA	10
<b>Total:</b>	<b>1378</b>	<b>Total:</b>	<b>1456</b>
<b>Average Daily Census</b>	<b>44.45</b>	<b>Average Daily Census</b>	<b>46.97</b>

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# Hazel Hawkins MEMORIAL HOSPITAL

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

=====  
**Updates:**

**Laboratory**

1. Quality Assurance/Performance Improvement Activities
  - Update on chemistry analyzer project → Interface validation on going.
  - Phase 2B construction update → Phase 2B estimated to be completed on 5/2026. Phase 3 and 4 remodel meetings started
2. Laboratory Statistics

	March 2026	2026 YTD
Total Outpatient Volume	4713	13636
Main Laboratory	1427	4079
Mc Cray Lab	1082	3071
Sunnyslope Lab	477	1365
SJB and 4 <sup>th</sup> Street	90	291
ER and ASC	1637	4830
Total Inpatient Volume	165	467

**Diagnostic Imaging**

1. Quality Assurance/Performance Improvement Activities
  - New Urodynamics Equipment
  - New C-arm Equipment
  - Imaging space planning meeting ongoing
2. Diagnostic Imaging Statistics

	March 2026	2026 YTD
Radiology	2130	6094
Mammography	783	2028
CT	1059	3086
MRI	262	657
Echocardiography	119	326
Ultrasound	787	2280



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

The Foundation Board of Directors met on April 9 and had one presentation:

- Bernadette Castronuevo, HHMH Director of Lab and Imaging presented the need for two specialized medical-grade monitors and video cards designed for viewing diagnostic images like X-rays, CT scans, and MRIs with very high accuracy and brightness. The professional graphics card powers the display and ensures smooth rendering of detailed medical images and supports multiple high-resolution monitors. (\$42,000)

**Finance Committee**

<b>a. Financial Report</b>	<b>March</b>
1. Income	\$ 15,034.77
2. Expenses	\$ 0.00
3. New Donors	0
4. Total Donations	193

**Allocations:**

1. Up to \$42,000 for two Eizo RX1270-BK Monitors + Quadro P2000 Video Cards
2. \$10,000 for WOWs Equipment from funds dedicated to this purpose

**Directors Report:**

- The Tranquility Rooms at each Skilled Nursing Facility received great coverage in the Free Lance, Benitolink and Mission Village Voice. We have received thank you notes from resident’s families about how much they love the rooms.
- Our All for 1 Employee Giving Campaign will run the month of April. To date we have over \$36,000 pledged from 46 employees.
- I gave a tour to the Trilogy Group, the 55+ community at San Juan Oaks. When purchasing homes, their top concern is typically price, followed closely by access to quality healthcare—particularly the hospital. The tour went very well, with Dr. LaCorte and Dr. Bogey speaking to the group and doing an outstanding job. Attendees were highly impressed and later shared a thoughtful email expressing their confidence in the hospital and their intention to recommend it to both current and prospective residents.
- Had another donor come through with a \$10K donations towards the WOWs.
- At our last Foundation Board meeting, a Board member requested a list of all the INVEST Campaign Fund allocations to date (see page 2). Without all of your help, this impressive list would not be possible!

**Fundraising/Development Committee**

- To date, the Foundation has received 2,896 totaling \$1,565,536.86

**Scholarship Committee**

- We have received 28 completed applications. They will be reviewed by the Scholarship Committee and they will be awarded in May.













## **INVEST Campaign Allocations to Date**

- \$150,861 - HUGS Infant Security System for Women's Center
- \$61,000 - Endoscopy Scope for the Surgery Center
- \$134,000 - Operating Room Upgrade (New Cameras & Laparoscope)
- \$80,000 - Ultrasound for the ER
- \$79,000 - Hana® orthopedic surgical table for the Surgery Center
- \$68,000 - Portable Ultrasound Machine
- \$40,000 - Urodynamics Bladder Ultrasound
- \$70,000 - GE Care-station Anesthesia Delivery System
- \$110,250 - WOWs equipment for all HHMH Departments
- \$10,000 - Temporary External Pacemakers for the ER
- \$43,000 - Medical-grade monitors and video cards designed for viewing diagnostic images

**Total: \$846,111**

**MARKETING**

**Social Media Posts**

<input type="checkbox"/>	Preview		Views	Viewers	Interactions	Net follows	Impressions
<input type="checkbox"/>	 <b>This week we're celebrating ...</b> Published • Apr 17 at 2:49 PM	...	6,265	4,304	77	1	4,466
<input type="checkbox"/>	 <b>WE'RE CELEBRATING PATIE...</b> Published • Apr 16 at 9:15 AM	...	21,107	12,685	133	4	13,741
<input type="checkbox"/>	 <b>We've been receiving severa...</b> Published • Apr 13 at 11:00 AM	...	2,594	1,666	11	0	1,810
<input type="checkbox"/>	 <b>Thank you for the kind word...</b> Published • Apr 8 at 11:49 AM	...	6,649	4,438	76	6	4,766
<input type="checkbox"/>	 <b>Hazel Hawkins Hospital rece...</b> Published • Apr 6 at 10:56 AM	...	4,084	2,513	20	1	2,744
<input type="checkbox"/>	 <b>March 30 marks an importa...</b> Published • Mar 30 at 8:01 AM	...	1,308	826	17	0	961
<input type="checkbox"/>	 <b>WE'RE PREPARED! Rattlesna...</b> What's Going On In Hollister C... Published • Mar 27 at 3:34 PM	...	6,446	3,881	59	0	4,078
<input type="checkbox"/>	 <b>This week we celebrated He...</b> Published • Mar 27 at 2:33 PM	...	8,818	5,693	79	2	6,130
<input type="checkbox"/>	 <b>WE'RE PREPARED! Rattlesna...</b> Published • Mar 27 at 1:20 PM	...	15,999	10,596	97	10	11,507
<input type="checkbox"/>	 <b>The Mabie Skilled Nursing F...</b> Published • Mar 20 at 1:13 PM	...	5,205	3,058	55	0	3,344

**NEXTDOOR - Ads**

**Women's Health Services**



Impressions: **3883**  
Clicks: **25**

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## EMPLOYEE ENGAGEMENT

### Employees:

- Hazel's Headlines
- Employee Years of Service Recognition program
- Soliciting nominations for the Daisy/Super Star Award Program
- Casual for a Cause - Blue Jean Friday
- Health Care Recognition Weeks

#### March

National Social Work Month

16 – 20 Health Care HR Week

30 - Doctors Day

#### April

3 – Infection Preventionist Day

4 - 10 Patient Access Week (Patient Registration)

16 National Bean Counters Day (Finance)

18 - 24 Health Information Professionals Week

19 - 25 National Volunteer Week

22 – Administrative Professionals Day

19 - 25 Medical Laboratory Professionals Week

## PUBLIC RELATIONS

### Public:

- Working with Jeffrey Scott Agency on community interviews for Rebranding project
- Working with San Benito Leadership Institute on Alumni events and day programs
- Participated in Tri-County Disaster Drill with OES on 4/1

### Internal:

Hired Erika Yanez as the new Marketing/PR Manager. Erika has over 20 years of experience in Marketing/Communications/Public Relations and also spent two years as a general assignment reporter/producer for Fresno NBC affiliate KSEE

# Project Dashboard - April 2026 Board

Project Name	Purpose	Start Date	Go Live	Duration	Status	Priority	HCAI	Key Stakeholder	Role	Update
Inovalon	Nurse Scheduling Software	12/6/2024	4/1/2026	481	Completed	Low		Jac Fernandez	Senior Director of Acute Care Services	System is live. Ongoing Training for with staff
HUGS/Securitas	Infant Security	4/12/2024	5/1/2026	749	In Progress	High		Jac Fernandez	Senior Director of Acute Care Services	Securitas performing location optimization and planning go-live dates to be onsite.
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 2: Analyzer Replacement	6/3/2024	5/12/2026	708	In Progress	High		Bernadette Enderez	Lab/Radiology Director	Phase 2B has started, starting to coordinate with ABBOTT for analyzer installation.
Lab Remodel	Lab Phase 3/4: Remodel	3/1/2026		TBD	Ongoing			Bernadette Enderez	Lab/Radiology Director	Architectural proposal has been signed. Planning meetings will resume with design anticipated to take duration of '26. Bidding and construction not until 2027.
OR Remodel	Updating OR per OSHPD Requirements	11/20/2024	12/31/2026	771	Ongoing	High		Mendi Suber-Ventura	Director of Surgical Services	CDPH waiver has been extended until JAN 2027.
Seismic	Upgrade to Meet HCAI Seismic Compliance & Safety Standards	11/1/2025	1/1/2033		Ongoing	High		Jorge Ramirez	Senior Director Support Services	Projects have been submitted to HCAI for review. Geotech work for soil sampling to aid in seismic desing expected to happen early '26. MT/CAP could happen fall '26 or early '27.
MRI Upgrade	Proposal submitted	TBD	TBD		On Hold	Low		Bernadette Enderez	Lab/Radiology Director	Proposal submitted
*Radiology Masterplan	Assessment of equipment and remodel	11/1/2025	TBD		Ongoing	High		Bernadette Enderez	Lab/Radiology Director	Meeting to be scheduled to discuss requirements restarted 3/12/26

## Project Dashboard - April 2026 Board

*Imaging Trailer Pad Make Ready	Treanor to help when MP starts	3/1/2026	TBD		In Progress	Medium	Bernadette Enderez	Lab/Radiology Director	Architectural proposal approved. Pending HCAI design submission and contractor pricing
*Verkada	Security / SSO + Door Access	3/11/2025	TBD		In Progress	High	Jorge Ramirez	Senior Director Support Services	Pre-Construction work has been finished. Planning internal database build and scheduling for final card reader installation
Sterilizer Replacement	installation of new AMSCO 400 48 SD equipment for Sterile Processing Department	9/16/2025	11/1/2026		In Progress	High	Mendi Suber-Ventura	Director of Surgical Services	Bid awarded, scheduling started with architect and general contractor
Focus Sports Therapy	Renovate and expand Focus sports therapy clinic	7/1/2025	TBD		On Hold	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	4/1/2026	455	Completed	Medium	Jorge Ramirez	Senior Director Support Services	Go Live was 9/29 for corrective work orders. Preventative and Planned Work Orders Live on 4/1. Project Risk Management Module scheduled.
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.	5/27/2025	7/1/2026	400	In Progress	High	Jorge Ramirez	Senior Director Support Services	Regular (\$) project has been approved. General contractor has started mobilization.
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.

# Project Dashboard - April 2026 Board

Meditech Expense Maas Implementation	Electronic Health Record	9/17/2025	7/1/2026	287	In Progress	High	Suzie Mays	VP, Information and Strategic Services	Dictionary build and training in progress. Meetings in progress for interfaces. Mock live planned for 5/12-5/14 and 5/19 - 5/21.
CT Scanner	Replace	TBD	TBD		On Hold	High	Bernadette Enderez	Lab/Radiology Director	Both CT's that we have need repairs.
Northside Flooring	Replace kitchen flooring at the Northside SNF	1/1/2026	TBD		In Progress	High	Jaylee Davison	Interim Director of Nursing - (SNF)	HCAI project approved, pending building permit and county application. Internal Logistics planning ongoing
Galen Healthcare Solutions	Galen will archive eCW data that cannot be migrated to Meditech Expense.	8/13/2025	TBD		In Progress	Medium	Salomon Mercado	Director Information Technology	Validation phase in progress. Once validation signed-off will move to production phase.
AB 2957	Weapons Detection Implementation	3/1/2026	TBD		In Progress	Medium	Jorge Ramirez	Senior Director Support Services	kickoff call with HHH and Convergent's team scheduled
<b>Totals</b>									

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

TASK STATUS %	COUNT	%
Not Started	0	0%
In Progress	8	42%
Overdue	0	0%
On Hold	5	26%
Ongoing	4	21%
Completed	2	11%
<b>TOTAL</b>	<b>19</b>	<b>100%</b>

PROJECT PRIORITY %	COUNT	%
High	13	72%
Medium	3	17%
Low	2	11%
<b>TOTAL</b>	<b>18</b>	<b>100%</b>

PENDING ITEMS	
Decisions	
Actions	
Change Requests	4



MEMORANDUM

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

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

Compounding – General: Immediate Use Compounded Sterile Preparations	Revised to update ISPS must be used within 4 hours and not one hour. Added references and updated affected departments.
Ergonomics and Safe Lifting – Clinical & Non-Clinical Setting	New policy.
Scabies Exposure to Employees	New policy.
Handling and Storage of Weapons and Contraband	New policy.
Influx of Infectious Patients Response Plan	Revised to include current practices and communications on emerging infectious diseases.
Management of Patients with Multi- Drug Resistant Organisms (MDRO)	Revised with current CDC and SHEA/IDSA guidelines for the management of MDROs. Aligned policy with CA HSC 1255.8 for MRSA screening and updated references.
Tranquility Room – SNF	New policy.
Trauma Team Activation	Revised to add "overhead".
Amendments to Protected Health Information	Revised with only minor changes.



HIPAA – Quarterly Review of  
Workforce Members who Self-  
Access Not Permitted

New policy.



## **ERGONOMICS AND SAFE LIFTING - CLINICAL & NON-CLINICAL SETTING**

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### **Approvals**

- Committee Approval: Policy Committee approved on 4/6/2026
- 

### **Revision Insight**

Document ID:	12579
Revision Number:	0
Owner:	Elizabeth Von Urff,
Revision Official Date:	No revision official date
Revision Note:	No revision note

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## Policy : ERGONOMICS AND SAFE LIFTING - CLINICAL & NON-CLINICAL SETTING

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### PURPOSE

The purpose of this policy is to comply with the California Division of Occupational Safety and Health (Cal/OSHA) regulations regarding safe lifting and ergonomics, and to reduce musculoskeletal injuries by promoting proper lifting techniques, use of mechanical lifting devices, and ergonomic work practices.

This policy applies to all employees who lift, transfer, reposition, push, pull, or perform repetitive tasks in the hospital environment.

### POLICY

San Benito Health Care District (SBHCD) is committed to providing a safe workplace in accordance with **Cal/OSHA Title 8, Section 3342 (Patient Handling & Injury Prevention)**.

Manual lifting of patients or heavy objects should be minimized whenever possible through:

- Mechanical lifting devices
- Team lifting techniques
- Ergonomically designed workstations and equipment

All employees must follow safe lifting procedures and report unsafe conditions or equipment.

### DEFINITIONS

**Ergonomics:** The science of designing work tasks, tools, and environments to fit the worker and reduce injury.

**Safe Patient Handling:** The use of mechanical lifting devices, assistive equipment, and proper techniques to transfer, reposition, or mobilize patients safely.

**Mechanical Lift Equipment:** Includes ceiling lifts, floor lifts, sit-to-stand lifts, slide sheets, repositioning devices, and transfer boards.

**Musculoskeletal Disorder (MSD):** Injury or disorder affecting muscles, nerves, tendons, joints, cartilage, or spinal discs.

**Hazardous Manual Task:** Any lifting, pushing, pulling, or repetitive task that poses a risk of MSDs.

## PROCEDURE

### 1. Responsibilities

#### Administration

- Ensure compliance with **Cal/OSHA Title 8, Section 3342**
- Provide mechanical lifting equipment and ergonomic resources
- Support a culture of safety and injury prevention

#### Department Managers / Supervisors

- Ensure employees are trained and follow safe lifting practices
- Maintain and inspect lifting equipment regularly
- Report and investigate injuries promptly

#### Employee Health / Safety

- Conduct periodic ergonomic checks and risk assessments
- Track injury trends and recommend corrective actions

#### Employees

- Use proper lifting techniques
- Use mechanical lifting devices when available
- Request assistance with heavy or awkward loads
- Report unsafe conditions, equipment issues, or injuries

### 2. Safe Lifting Guidelines

#### General Principles

- Assess the load before lifting
- Keep the load close to the body
- Bend at the knees, not at the waist
- Maintain a neutral spine
- Avoid twisting; pivot with feet
- Lift slowly and smoothly
- Seek assistance or use mechanical devices for loads >35 lbs (per Cal/OSHA ergonomic guidelines)

#### 2A. Clinical Staff – Safe Patient Handling

**All patient lifts should comply with Cal/OSHA Title 8, Section 3342:**

<b>Patient Mobility</b>	<b>Recommended Handling Method</b>
Independent	Verbal assistance

## **Patient Mobility Recommended Handling Method**

Limited mobility Gait belt

Partial weight bearing Sit-to-stand lift

Non-weight bearing Mechanical lift (floor or ceiling)

Repositioning in bed Slide sheet or repositioning device

- **Mechanical lifts must be used** whenever patient manual lifting exceeds recommended weight limits or poses a risk to staff or patient.
- Repositioning patients must avoid manual lifts that require bending, twisting, or excessive force.

### **2B. Non-Clinical Staff – Safe Material Handling**

- Use carts, dollies, pallet jacks for heavy items
- Team lifts for items exceeding 35 lbs
- Store frequently used items between knee and shoulder height
- Avoid repetitive bending, twisting, or reaching
- Maintain clear walkways and unobstructed paths

## **3. Ergonomic Work Practices**

- Adjust workstation height to maintain neutral posture
- Keep monitors at eye level
- Feet flat on floor or footrest
- Take breaks to stretch during repetitive tasks
- Alternate tasks to reduce repetitive strain
- Periodic ergonomic checks will be completed during environmental rounding

## **4. Training**

**All employees must receive training on:**

- Safe patient handling and body mechanics
- Use of mechanical lifting equipment
- Ergonomic workplace practices
- Injury reporting procedures

**Training Frequency:**

- New hire orientation
- Annually thereafter

When job duties or equipment change

## **5. Reporting Injuries or Hazards**

Employees must immediately report:

- Work-related injuries
- Near misses
- Unsafe lifting conditions or equipment malfunctions
- Ergonomic hazards

Reports should be made to **Supervisors and Employee Health.**

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## REFERENCES

- Cal/OSHA Title 8, Section 3342 – Patient Handling & Injury Prevention
- Cal/OSHA Title 8, Section 5110 – Ergonomics
- NIOSH Safe Patient Handling Guidelines
- Hospital Safe Patient Handling Program Manual

## AFFECTED DEPARTMENTS

Applies to all hospital employees, including:

### **Clinical Staff:**

- Nurses, Nursing Assistants, Patient Care Technicians
- Therapists, Radiology Staff, Transport Staff, Physicians assisting with patient movement

### **Non-Clinical Staff:**

- Environmental Services
- Facilities / Maintenance
- Dietary Services
- Materials Management
- Security
- Administrative Staff moving equipment or supplies

<b>Document ID</b>	12579	<b>Document Status</b>	Pending Committee Approval
<b>Department</b>	Employee Health	<b>Department Director</b>	Von Urff, Elizabeth
<b>Document Owner</b>	Von Urff, Elizabeth	<b>Next Review Date</b>	

**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%3Dhnh%3A12579%240>.



## Scabies Exposure to Employees

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### Approvals

- Committee Approval: Editing Purposes Only approved on 4/6/2026
  - Committee Approval: Policy Committee approved on 4/6/2026
  - Signature: Shonna Avant signed on 3/11/2026, 11:08:37 AM
- 

### Revision Insight

Document ID:	12525
Revision Number:	0
Owner:	Elizabeth Von Urff,
Revision Official Date:	No revision official date

Revision Note:  
No revision note

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## Policy : Scabies Exposure to Employees

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### PURPOSE

To establish procedures for the prompt identification, management, and prevention of scabies transmission among employees following an exposure in the hospital, clinical and skilled nursing facility settings. This policy ensures timely evaluation, treatment, and education to prevent secondary cases and maintain a safe work environment.

### POLICY

All employees with known or suspected exposure to a confirmed or suspected case of scabies, shall be promptly identified and managed in accordance with Employee Health and Infection Prevention protocols. The San Benito Health Care District (SBHCD) is committed to minimizing transmission risk and ensuring affected employees receive appropriate evaluation and treatment.

### DEFINITIONS

- **Scabies:** A contagious skin infestation caused by the mite *Sarcoptes scabiei*, transmitted primarily by prolonged skin-to-skin contact.
- **Exposure:** Direct skin contact with a person infested with scabies, or handling contaminated bedding, clothing, or equipment without proper protective barriers.
- **Infested Patient/Resident:** Any individual diagnosed or suspected to have scabies by a licensed healthcare provider.

### PROCEDURE

#### A. Identification and Notification

1. Infection Prevention will notify Employee Health upon confirmation or suspicion of a scabies case in a patient or staff member.
2. Affected departments will assist in identifying potentially exposed employees (those with direct skin contact or who handled contaminated linens/equipment without gloves or gown).

#### B. Employee Evaluation

1. Employee Health will assess all identified exposed employees.
2. Symptomatic employees will be referred for medical evaluation and treatment.

3. Asymptomatic employees with significant exposure may be offered prophylactic treatment as recommended by Employee Health, Infection Prevention, and the Medical Director of Employee Health.

### **C. Treatment**

1. The preferred treatment is **topical permethrin 5% cream 60g**, applied from the neck down and washed off after 8–14 hours, per product instructions.
2. Repeat treatment in 7 days may be advised if symptoms persist.
3. Oral Ivermectin may be prescribed for crusted (Norwegian) scabies or if topical therapy is contraindicated.

### **D. Work Restrictions**

1. Employees who have a confirmed exposure or that have been diagnosed with scabies will be excluded from work until **24 hours after completion of the first treatment** and symptoms are improving.
2. Clearance to return to work must be obtained from Employee Health.

### **E. Environmental Cleaning**

1. Environmental Services will clean and disinfect all potentially contaminated surfaces.
2. Bedding, linens, and clothing used by infested individuals will be laundered in hot water and dried on high heat.
3. Non-washable items should be sealed in a plastic bag for at least 72 hours.

### **F. Documentation**

Employee Health will document:

1. Exposure details and date
2. Treatment provided
3. Work status and clearance date
4. Follow-up outcomes

### **G. Education**

All affected staff shall receive education on:

- Signs and symptoms of scabies
- Proper use of personal protective equipment (PPE)
- Reporting exposures and infection prevention practices

Proper use of prescribed medication

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## **REFERENCES**

- Centers for Disease Control and Prevention (CDC): *Scabies – Prevention and Control*  
<https://www.cdc.gov/scabies/prevention/index.html> Accessed 11/05/25

- Cal/OSHA Bloodborne Pathogens and Aerosol Transmissible Diseases Standards  
[https://www.dir.ca.gov/dosh/dosh\\_publications/ATD-Guide.pdf](https://www.dir.ca.gov/dosh/dosh_publications/ATD-Guide.pdf) Accessed 11/05/25
- Hazel Hawkins Memorial Hospital Infection Control Policy # 10752 Lucidoc Accessed 11/05/25

## **AFFECTED DEPARTMENTS**

All departments.

<b>Document ID</b>	12525	<b>Document Status</b>	Pending Committee Approval
<b>Department</b>	Employee Health	<b>Department Director</b>	Von Urff, Elizabeth
<b>Document Owner</b>	Von Urff, Elizabeth	<b>Next Review Date</b>	
<b>Attachments:</b> (REFERENCED BY THIS DOCUMENT)	https://www.cdc.gov/scabies/prevention/index.html		
<b>Other Documents:</b> (WHICH REFERENCE THIS DOCUMENT)	https://www.dir.ca.gov/dosh/dosh_publications/ATD-Guide.pdf		

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<http://hzh-iis.hazelhawkins.com/?returnto=%2Fcgi%2Fdoc-gw.pl%3Fref%3Dhnh%3A12525%240>.



## Handling and Storage of Weapons and Contraband

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### Approvals

- Committee Approval: Policy Committee approved on 4/6/2026
  - Signature: Jorge Ramirez, Director of Emergency Management and Security signed on 4/6/2026, 10:10:54 AM
- 

### Revision Insight

Document ID: 12594  
Revision Number: 0  
Owner: Dale Fors, Director of Emergency Management and Security  
Revision Official Date: No revision official date

Revision Note:  
New security policy.

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## Policy : Handling and Storage of Weapons and Contraband

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### PURPOSE

To establish standardized procedures for the safe handling, storage, documentation and disposition of weapons and contraband that have been identified through security screening processes and require confiscation or surrender to security personnel at facilities operated by the San Benito Health Care District (SBHCD).

### POLICY

The storage of weapons and contraband by the SBHCD should only take place when voluntary compliance to remove the item from SBHCD property is not feasible. This includes situations involving emergent medical care or an individual's inability or refusal to remove the item. Security personnel are authorized to take temporary custody of prohibited items solely to ensure immediate safety and security of the SBHCD when individuals surrender the item, when an individual may be incapacitated or unable to comply, or during exigent emergency circumstances. Personnel shall promptly return the item to the individual for removal from SBHCD property or transfer to law enforcement as applicable. All actions taken by security staff must align with SBHCD safety standards, the weapons detection and screening policy, law enforcement, and applicable California laws and regulations.

### DEFINITIONS

- **EMTALA:** Emergency Medical Treatment and Labor Act
- **Weapon:** Any item capable of causing harm, including but not limited to firearms, knives, explosives, chemical agents, or improvised weapons. Refer to the weapons detection and screening policy for further definition.
- **Contraband:** Items prohibited on SBHCD property, including but not limited to illegal substances, or restricted materials. Refer to the weapons detection and screening policy for further definition.
- **Secure Storage Area:** A locked, access-controlled location designated by the SBHCD for temporary holding of confiscated items.
- **BSIS:** Bureau of Security and Investigative Services
- **Clinical Staff:** Clinical staff refers to healthcare employees, such as nurses, medical assistants, and technicians, who provide direct, hands-on care, treatment, or diagnostic services to patients.

### PROCEDURE

#### Direction to Remove Property

Upon identification of a weapon or contraband, security personnel shall:

- Inform the individual that the item is prohibited on SBHCD property.
- Instruct the individual to return the item to their vehicle or remove it from SBHCD property.

- Deny access to restricted areas on SBHCD property until the individual complies.

Security personnel shall maintain a professional and non-confrontational approach and prioritize de-escalation in accordance to SBHCD Workplace Violence Prevention Plan.

### **Visitor or Non-Compliance and Non-Emergent Patients**

If the individual refuses to remove the item from restricted areas of SBHCD property and refuses to leave:

- Clinical Staff will perform an assessment per EMTALA requirements.
- Per EMTALA requirements, an assessment is required to determine patient stability. If it is determined no emergency medical condition exists, EMTALA requirements have been fulfilled, and the individual must comply with the Weapons Detection and Screening Policy;
- If deemed to be a non-emergent patient or visitor based on the assessment, security staff may deny entry to SBHCD property until the weapon or contraband has been removed;
- Based on a determination made by security staff and type of weapon present a hospital lockdown may occur according to the hospital Lockdown Policy;
- Staff will notify security management; and
- Staff will contact law enforcement for assistance when necessary.

### **Inability to remove or Emergent Patients – EMTALA Compliance**

In situations involving individuals seeking emergency medical care who are incapacitated or unable to comply based on a medical condition and clinical assessment, security personnel shall **not delay nor deny access to care** due to possession of a weapon or contraband, in accordance with the EMTALA.

Security shall:

- Take reasonable steps to mitigate risk, including:
  - Immediately notify clinical staff of the situation.
  - Ensure the individual is safely directed to receive a medical screening examination to determine if emergent circumstances exist.
  - Maintain observation of the patient.
  - Request voluntary relinquishment of the item when feasible for safe keeping and storage if it is deemed by medical staff that the need for immediate care outweighs the risk and the prohibited item cannot reasonably be removed from SBHCD property by the individual.
  - If the item is a firearm or deadly weapon, a hospital lockdown shall occur per the Lockdown Policy.
  - Coordinate with law enforcement if necessary to take possession of the item and report the incident.

Security staff should only take temporary custody of the item **if it can be done safely. The item should only be handled by trained personnel.** If trained personnel are not available, security staff shall maintain continuous monitoring until trained personnel or law enforcement arrive to assist and take possession of the item and the situation is stabilized.

## **Safety Handling (When required)**

- **Firearms:**
  - When feasible and when there is no imminent threat to safety, do not handle a firearm. Monitor the weapon and immediately dial 911 for law enforcement emergency response.
  - Notify security management immediately.
  - If handling is necessary due to an imminent threat, only personnel trained specifically in firearms handling and authorized by the SBHCD shall handle the firearm. Approved training may include prior law enforcement experience or an BSIS firearms certification.
  - Keep the weapon pointed in a safe direction.
  - Do not attempt to unload unless trained.
- **Sharp Objects / Knives:**
  - Handle using protective gloves.
  - Place item in a puncture-resistant container if the sharp is uncapped or exposed.
- **Hazardous Materials / Drugs:**
  - Avoid direct contact.
  - Use appropriate PPE.
  - Notify the appropriate department per SBHCD protocol
  - If necessary, initiate a Code Orange per emergency management policies and guidelines

## **Documentation**

Documentation in the incident reporting system is required when:

- Security takes custody of an item
- A firearm or other dangerous weapon is detected
- Law enforcement is notified
- The individual refuses to comply with direction from the SBHCD to remove the item from SBHCD property.

Reports shall include:

- Date and time
- Location
- Description of item(s)
- Name and identification of individual (if available)
- Actions taken (removed from property, stored, or transferred to law enforcement)
- Names of involved security staff

All incident reports and documentation will be subject to hospital records retention policies and are subject to disclosure under the Public Records Act.

### Storage Procedures (When Applicable)

- Items taken into custody shall be placed in a SBHCD designated **secure storage locker or safe** approved by the SBHCD
- Storage must be:
  - Always locked
  - Access-controlled
  - Monitored by CCTV where possible
- Items must be:
  - Tagged with incident report number

### Return of Property

Legal items temporarily held may only be returned when:

- The individual is leaving SBHCD property, and
- Security management, in consultation with law enforcement as needed, determines whether possession is legal and whether the item is or may be evidence of a crime, based on observable facts and applicable law. Require photo identification and signature upon return to individual.

### Transfer to Law Enforcement

Notify law enforcement when:

- Illegal weapons or substances are identified
- The item is suspected evidence of a crime
- Immediately notify law enforcement upon identification of a firearm or deadly weapon on SBHCD property.

Document all law enforcement interactions.

### Disposal

Any illegal or surrendered items that have been seized or stored due to the individual's inability to remove them or in emergent situations shall **not be returned**. Such items shall be:

- Turned over to law enforcement for disposition
- The SBHCD shall not destroy weapons or controlled substances absent explicit legal authority and process

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## REFERENCES

- **Emergency Medical Treatment and Labor Act (EMTALA)** (42 U.S.C. § 1395dd)  
Requires hospitals to provide a medical screening examination and stabilizing treatment to individuals regardless of circumstances, including possession of prohibited items.

- **Occupational Safety and Health Act** (29 U.S.C. § 651 et seq.)  
Establishes requirements for maintaining a safe workplace, including handling hazardous materials and mitigating workplace violence risks.
- **Controlled Substances Act** (21 U.S.C. § 801 et seq.)  
Governs the handling, storage, and transfer of controlled substances.
- **California Penal Code** (Sections 16590, 25400, 25850, 626.9, et seq.)  
Defines prohibited weapons, unlawful possession, and restrictions on firearms in public places and sensitive areas.
- **California Health and Safety Code**  
Provides regulations regarding controlled substances, hazardous materials, and healthcare facility responsibilities.
- **California Bureau of Security and Investigative Services (BSIS)**  
Establishes licensing, training, and certification requirements for security personnel, including firearms handling.
- **California Code of Regulations Title 22**  
Governs licensing and operational requirements for healthcare facilities, including safety and security provisions.
- **California Workplace Violence Prevention in Health Care Standard** (8 CCR § 3342)  
Requires healthcare facilities to implement workplace violence prevention plans, including security measures.
- **San Benito Health Care SBHCD Weapons Detection and Screening Policy**
- **San Benito Health Care SBHCD Lockdown Policy**
- **San Benito Health Care SBHCD Emergency Management Plan**

## AFFECTED DEPARTMENTS

Security Department

Emergency Management

Life Safety

Emergency Department

Admitting/ Registration

Obstetrics

Quality

Risk Management

<b>Document ID</b>	12594	<b>Document Status</b>	Pending Committee Approval
<b>Department</b>	Security	<b>Department Director</b>	Fors, Dale
<b>Document Owner</b>	Fors, Dale	<b>Next Review Date</b>	

**Attachments:**  
**(REFERENCED BY THIS DOCUMENT)**

**Other Documents:**  
**(WHICH REFERENCE THIS DOCUMENT)**

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## Tranquility Room - SNF

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### Approvals

- Committee Approval: Editing Purposes Only approved on 4/16/2026
  - Committee Approval: Infection Control approved on 3/3/2026
  - Committee Approval: Policy Committee approved on 4/6/2026
- 

### Revision Insight

Document ID:	12529
Revision Number:	0
Owner:	Jaylee Davison,
Revision Official Date:	No revision official date

Revision Note:  
New Policy for SNF Tranquility Room

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## Policy : Tranquility Room - SNF

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### PURPOSE

To establish comprehensive guidelines for the safe, therapeutic use of our Tranquility Rooms to enhance quality of life and provide evidence-based, non-pharmacological interventions for residents with dementia, Alzheimer's disease, cognitive impairments, behavioral symptoms, and other mental health conditions.

### POLICY

Hazel Hawkins Memorial Hospital d/p SNF maintains Tranquility Rooms as specialized therapeutic environments designed to provide evidence-based, non-pharmacological interventions through multisensory experiences. These rooms reduce anxiety, agitation, and behavioral symptoms while promoting dignity, wellbeing, and quality of life for residents.

### DEFINITIONS

**Tranquility Room:** A specially designed therapeutic environment equipped with multisensory elements including controlled lighting, sound systems, tactile equipment, aromatherapy, and comfortable seating arrangements to provide non-pharmacological interventions for behavioral and psychological symptoms.

**Non-pharmacological Intervention:** Therapeutic approaches that do not involve medication, including but not limited to sensory stimulation, environmental modification, music therapy, aromatherapy, and relaxation techniques.

**Multisensory Environment:** A controlled therapeutic space that stimulates multiple senses (visual, auditory, tactile, olfactory) to promote relaxation, reduce agitation, and enhance wellbeing.

**Licensed Health Professional:** As defined by CMS regulations, includes physicians, physician assistants, nurse practitioners, physical/occupational/speech therapists, registered nurses, licensed practical nurses, licensed social workers, and respiratory therapists.

**Standard Precautions:** Basic infection prevention practices as defined by CDC guidelines that apply to all patient care, including hand hygiene, use of personal protective equipment, and environmental controls.

**Activity Program:** An organized therapeutic and recreational programming designed to meet the physical, mental, and psychosocial needs of residents.

## **PROCEDURE**

### **A. RESIDENT ELIGIBILITY AND ASSESSMENT**

#### **1. Eligible Residents:**

- Residents with documented cognitive impairment, dementia, or Alzheimer's disease
- Residents experiencing anxiety, depression, or behavioral symptoms
- Residents who may benefit from sensory stimulation or calming interventions
- Residents requiring non-pharmacological behavior management
- Family visit enhancement for residents with communication difficulties

#### **2. Assessment Requirements:**

- Licensed health professional assessment prior to initial use
- Review of contraindications and safety considerations
- Documentation of specific therapeutic goals and interventions
- Consideration of resident preferences and cultural factors
- Regular reassessment per care plan requirements

### **B. ACCESS AND SCHEDULING**

#### **1. Scheduling Parameters:**

- Priority given to residents experiencing acute distress or agitation
- Advance scheduling available through activities, social services, and nursing
- Emergency access available for behavioral interventions
- Documentation required for all scheduled and emergency sessions

#### **2. Capacity Limitations:**

- Maximum 5 residents in room simultaneously during group activities
- Individual sessions when medically indicated
- Scheduling must accommodate cleaning protocols between uses

### **C. SUPERVISION AND STAFFING REQUIREMENTS**

#### **1. Mandatory Supervision:**

- All residents must be accompanied by trained staff member
- Supervision required for residents with fall risk or behavioral concerns

- Staff member must remain in room during entire session
- Only trained personnel may operate specialized equipment

## **2. Staff Training Requirements:**

- Initial training on Tranquility Room equipment and protocols
- Annual competency verification
- Infection control training

## **D. SAFETY PROTOCOLS**

### **1. Infection Control Measures:**

- Standard precautions applied
- Environmental cleaning and disinfection between residents
- Hand hygiene stations accessible and functional
- Personal protective equipment available as needed
- Equipment disinfection per manufacturer guidelines

## **E. CONTRAINDICATIONS AND RESTRICTIONS**

### **1. Absolute Contraindications:**

- Residents with documented seizure disorders (physician approval required for light therapy)
- Residents with severe claustrophobia or panic disorders

### **2. Relative Contraindications:**

- Active infection requiring isolation precautions
- Acute medical instability
- Sensory impairments that may be exacerbated by room environment

## **F. DOCUMENTATION REQUIREMENTS**

### **1. Session Documentation:**

- Complete resident session log for each visit
- Document interventions used and resident response
- Note any adverse reactions or safety concerns
- Include session information in daily nursing notes
- Track progress toward therapeutic goals

### **2. Quality Assurance Documentation:**

- Monthly utilization reports

- Incident reporting per facility protocols
- Equipment maintenance logs
- Staff training records
- Regulatory compliance monitoring

## **G. EQUIPMENT MAINTENANCE AND ENVIRONMENTAL CONTROLS**

### **1. Equipment Standards:**

- All equipment must meet healthcare facility standards
- Regular maintenance per manufacturer specifications
- Biomedical equipment inspection as required
- Immediate removal of damaged equipment

### **2. Environmental Controls:**

- Ventilation systems maintain proper air exchange
- Lighting systems properly maintained and adjustable
- Sound systems at appropriate therapeutic levels

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## **REFERENCES**

1. California Department of Public Health (CDPH) Title 22 California Code of Regulations Section 72527 - Patients' Rights. Available at: <https://www.law.cornell.edu/regulations/california/22-CCR-72527> accessed June 18, 2025.
2. Centers for Disease Control and Prevention (CDC). CDC's Core Infection Prevention and Control Practices for Safe Healthcare Delivery in All Settings. Available at: <https://www.cdc.gov/infection-control/hcp/core-practices/index.html>, accessed June 18, 2025.

## **AFFECTED DEPARTMENTS**

- Nursing Services
- Activities Department
- Social Services
- Rehabilitation Services
- Environmental Services
- Maintenance/Engineering
- Administration
- Medical Staff

- Quality Assurance
- Risk Management

<b>Document ID</b>	12529	<b>Document Status</b>	Pending Committee Approval
<b>Department</b>	SNF	<b>Department Director</b>	Davison, Jaylee
<b>Document Owner</b>	Davison, Jaylee	<b>Next Review Date</b>	

**Attachments:**  
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## **HIPAA-Quarterly Review of Workforce Members Who Self-Access of One's Own Medical Record Not Permitted**

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### **Approvals**

- Committee Approval: Policy Committee approved on 4/6/2026
  - Signature: Suzie Mays, Vice President, Information & Strategic Services signed on 2/10/2026, 7:26:22 AM
- 

### **Revision Insight**

Document ID:	12297
Revision Number:	0
Owner:	MaryLou Applebaum,
Revision Official Date:	No revision official date

Revision Note:  
New Policy. Policy Committee revisions made. 4.15.26 mla

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## Policy : HIPAA-Quarterly Review of Workforce Members Who Self-Access of One's Own Medical Record Not Permitted

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### POLICY

Health Insurance Portability and Accountability Act (HIPAA) requires entities to implement privacy and security measures that are reasonable and appropriate for the size, resources, and nature of the risks that they face. This policy notes that self-access of one's own medical record is not permitted, as well as not allowing access by a workforce member to any individuals with whom they do not have a job-related purpose to assess the information.

### PROCEDURE

1. The Health Information Management (HIM) Department will quarterly, during a calendar year, run a report of a random set of thirty (30) workforce members of San Benito Health Care District (SBHCD).
2. This report will be distributed to the Privacy Officer.
3. Privacy Officer will review report for any unauthorized accesses by a workforce member.
4. If a workforce member is identified, the Privacy Officer will review the list with the workforce member's supervisor and/or director.
5. The HIM Director or designee and Privacy Officer will review the report together to determine any potential breaches. They will assess the workforce member's role, their need for access to protected health information, the specific categories of information required, and any conditions necessary for them to perform their duties.
6. After the review, the HIM Director or designee and Privacy Officer may request a discussion with the workforce member to assess their need for access and conduct an interview.
7. If the discussion confirms a valid reason for access, the HIM Director or designee and Privacy Officer will close the case.

8. If the discussion determines that there was **no** valid reason for access, the HIM Director or designee will refer the case to the Director of Human Resources for further review, including an interview with the workforce member and their immediate Supervisor/Director.
9. After the discussion between the workforce, the HIM Director or designee and the Director of Human Resources, will notify the Privacy Officer to report the breach to the California Department of Public Health (CDPH).
10. Any workforce member who violates SBHCD's privacy or security policies, or applicable laws, may face disciplinary action, including termination and/or potential civil or criminal penalties, such as imprisonment. The severity of the disciplinary action will depend on the nature of the violation, whether it was intentional or unintentional, and the potential harm caused.
11. SBHCD is committed to maintaining accurate and thorough documentation of all disciplinary actions related to privacy and security breaches. The Director of Human Resources will record all incidents, investigations, and actions taken. These records will be securely stored and retained for at least six (6) years, in compliance with HIPAA's record retention requirements to protect the confidentiality of those involved. Documentation will include the nature of the violation, the steps taken in the disciplinary process, and any corrective measures implemented.

## **AFFECTED DEPARTMENTS**

All Departments.

**Document ID** 12297

**Document Status** Pending Committee Approval

**Department** Health Information Management (Medical Records)

**Department Director** Applebaum, MaryLou

**Document Owner** Applebaum, MaryLou

**Next Review Date**

**Attachments:**  
**(REFERENCED BY THIS DOCUMENT)**

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SAN BENITO HEALTH CARE DISTRICT

POLICY AND PROCEDURE

SUBJECT	Compensation of the Chief Executive Officer		
WRITTEN BY	Board Ad Hoc Committee on Policy & Procedures	POLICY NUMBER	2022 - 31
APPROVED BY	San Benito Health Care District Board of Directors	EFFECTIVE	March 7, 2022

**PURPOSE:**

The Chief Executive Officer (CEO) of San Benito Health Care District (SBHCD) is ~~the person~~ responsible for the efficient operation of SBHCD. Therefore, it is the desire of the ~~SBHCD San Benito Health Care District~~ Board of Directors to establish a structured and timely process for the review of the CEO's performance, provide fair compensation (salary and benefits), and related terms, to the CEO.

**POLICY:**

1. Annually, as of the date specified in the CEO's Employment Agreement, (as of hire date) the SBHCD Board of Directors shall evaluate the performance and review the compensation of the Chief Executive Officer/CEO and review compensation to determine whether if a compensation adjustment is appropriate.
2. The performance and compensation review process should be initiated and substantially completed during the month prior to the date specified in the CEO's Employment Agreement to allow adequate time for review, notice, and processing of any approved compensation adjustments.
3. Any annual compensation adjustments for the CEO shall be subject to the terms and conditions of the CEO's employment agreement, as applicable.
- 1-4. Any incentive compensation shall be reviewed and determined no later than the first regularly scheduled Board meeting following the applicable review date specified in the CEO's Employment Agreement, in accordance with Board action.

**PROCEDURE:**

1. The Board of Directors President shall appoint two (2) members of the Board of Directors to serve as an Ad Hoc Committee to research comparability data of similar organizations and similarly qualified individuals, with the ability to utilize external data or advisory resources as appropriate.
2. At a qualified duly noticed Board of Directors meeting ~~(may be during closed session)~~, the Ad Hoc Committee shall present it's findings and will make a recommendation to the full Board of Directors for regarding any compensation (salary and/or benefits) adjustments and incentive determinations, based on the review of the data and CEO Performance Review. Such consideration may occur in closed session in accordance with applicable law, including provisions governing labor negotiations with unrepresented employees.
3. During the Open Session of the mMeeting aAgenda, the Board of Director President will report any action taken on the recommendation. At the meeting at which the compensation adjustment is approved, the minutes are to include the documentation of how the Board of Directors reached its decisions and the effective date of Directors willshall consider an Page 48 on

the recommendations of the Ad Hoc Committee for regarding any adjustments to compensation and/or incentives for the CEO. Chief Executive Officer.

4. As part of the annual review cycle, the Board of Directors and the CEO shall establish performance goals for the upcoming year, which should occur within the same time period as the annual performance and compensation review. These performance goals may include both general performance expectations and specific, measurable objectives that may be used, in whole or in part, to determine eligibility for incentive compensation, as outlined in the applicable agreement.

3-5.

Approval	Date
Board of Directors	
Last Board of Directors Review	

DRAFT

San Benito Health Care District  
Board of Directors  
Policy Manual

SUBJECT	INVESTMENT POLICY	
WRITTEN BY	Board Finance Committee	POLICY NUMBER: 2003-28
APPROVED BY	San Benito Health Care District Board of Directors	Effective: <del>2/27/03</del> <u>3/26/26</u>
		Replaces: <del>New 2/27/03</del>

**POLICY**

~~Designated cash shall be invested in short term marketable securities earning a market rate of interest without assuming undue risk to principle. The primary objectives of such investments shall be to preserve capital, maintain liquidity and procure investment income. Investment vehicles shall be: Money Market Accounts, U.S. Government Bonds, Certificates of Deposit, and "A" rated Corporate Bonds.~~

Government Code sections 53600-53686, establishes a list of Permitted Investments. These laws are designed to ensure safety, liquidity, and yield – in that order of priority. In addition, each Health Care District must adopt its own formal Investment Policy annually, which may impose stricter limits than state law (Government Code section ~~&53656~~53646(a)(2).)

**Permitted Investments include:**

- U.S. Treasury Obligations – Max maturity: 5 years
- U.S. Government Agency Securities – Max maturity: 5 years
- LAIF (“Local Agency Investment Fund”) – Highly liquid; daily access
- CAMP (“California Asset Management Program”) – Liquid and state-compliant
- Certificates of Deposit (“CDs”) – Must follow ~~&sections 53601/~~and 53635 rated if negotiable
- Municipal Bonds – Investment grade (A or better)
- Bankers’ Acceptances – Max 180 days; Max 40% of portfolio
- Commercial Paper – Max 270 days; Max 25% of portfolio; 10% per issuer
- Medium-Term Corporate Notes – Max maturity: 5 years; Max 30% of portfolio
- Repurchase Agreements (“Repos”) – Collateral at 102%; Short-term only
- Money Market Mutual Funds – Max 20% of portfolio; Max 10% per fund
- Supranational Obligations – Max 30% of portfolio

- Long-term Bonds (greater than 5 years) – The District Board of Directors (“Board”) would need to adopt a resolution explicitly authoring such investments and the authorization needs to be granted at least three months before the investment is made.

Prohibited Investments include:

- Equities (stocks)
- Equity Funds
- Options
- Other Securities

**PROCEDURE**

The Finance Committee shall review the District's investment portfolio on a semi-annual basis. Changes to the investment portfolio will be recommended by the Finance Committee to the District Board for approval. No changes will be made without the approval of the Board except for the level of funding in the LAIF, which is determined by the Chief Financial Officer. The Chief Financial Officer, acting on behalf of the Board, will execute the approved investment transactions through the authorized Brokerage Firm.

The following restrictions apply:

- All investments must be denominated in U.S. dollars.
- Investments in any one obligation shall not exceed 20% of total value of the portfolio.
- Investments in any one obligation shall not exceed \$1,000,000 except for funds held in the LAIF which may be up to 50% of cash available.
- ~~No investment will have a life span of more than 10 years.~~

~~Effective 2/27/03  
Investment Policy.doc~~

**Investment Policy:**

The investment policy of the ~~San Benito Health Care~~ District is to invest designated cash in investments listed in this policy. ~~short term marketable securities earning a market rate of interest without assuming undue risk to principle.~~ The primary objectives of such investments shall be:

- Preservation of Capital
- Maintenance of Liquidity
- Investment Income

~~**Investment Vehicles:**~~

- ~~• Money Market Accounts~~
- ~~• U.S. Government Bonds~~
- ~~• Certificates of Deposit~~
- ~~• "A" rated Corporate Bonds~~

### **Investment Procedure:**

The Finance Committee will review the District's investment portfolio on a semi-annual basis. Changes to the investment portfolio will be recommend by the Finance Committee to the District Board for approval. No changes will be made without the approval of the Board except for the level of funding in the LAIF which is determined by the Chief Financial Officer. The Chief Financial Officer, acting on behalf of the Board, will execute the approved investment transactions through the authorized Brokerage Firm.

### **Investment Restrictions:**

- All investments must be denominated in U.S. dollars.
- Investments in any one obligation shall not exceed 20% of total value of the portfolio
- Investments in any one obligation shall not exceed \$1,000,000 except for funds held in the LAIF which may be up to 50% of cash available.
- ~~No investment will have a life span of more than 10 years.~~

## Delineation Of Privileges Emergency Medicine

Provider Name:

	Privilege
<p>In order to be eligible to request clinical privileges for both initial appointment and reappointment, a practitioner must meet the following minimum threshold criteria:</p> <ul style="list-style-type: none"> <li>• License: Current and valid M.D. or D.O. license to practice in the State of California</li> <li>• Certification: Current certification in ACLS &amp; PALS. Current unrestricted Drug Enforcement Administration (DEA) registration.</li> <li>• Formal Training: Completion of an ACGME or AOA approved post-graduate residency training program in Emergency Medicine, Family Medicine, or Internal Medicine</li> <li>• Board Certification: Board certified or board eligible in Emergency Medicine by the American Board of Emergency Medicine, Family Medicine, or Internal Medicine, or American Osteopathic Board of Emergency Medicine, Family Medicine, or Internal Medicine</li> <li>• Required Clinical Experience: The applicant for initial appointment or reappointment must be able to document an active practice in Emergency Medicine (or equivalent experience in an urgent care or comparable acute care setting) consisting of at least 500 patient encounters in the last 24 months within the scope of services outlined in the core privileges listed below. When minimum volume thresholds are not met, competency may be demonstrated through simulation, proctoring, or focused review as determined by the Medical Executive Committee.</li> <li>• Moonlighting residents – Must be a California-licensed M.D. or D.O., currently in PGY3 or later in an ACGME/AOA Emergency Medicine residency program, with current ACLS, PALS, ATLS certification and current unrestricted DEA certificate, plus written approval from the Residency Program Director.</li> </ul> <p>An emergency physician is expected to be able to assess, work up and provide initial treatment to all (adult &amp; pediatric) patients who present to the emergency department with any illness, injury or symptom, provide stabilizing treatment of patients presenting with major illnesses or injuries and to assess all patients in order to determine if more definitive services are necessary.</p> <p>In accordance with applicable regulatory standards, including Centers for Medicare &amp; Medicaid Services Conditions of Participation (§482.12, §482.22), The Joint Commission standards (MS.06.01.05, MS.07.01.01), and Emergency Medical Treatment and Labor Act (EMTALA) requirements for the provision of emergency care and stabilization, and recognizing the Critical Access Hospital setting with limited on-site specialty availability, practitioners granted Emergency Medicine privileges are authorized to provide emergency evaluation, stabilization, and treatment to patients anywhere within the hospital when a patient is experiencing or is at risk of a medical emergency.</p> <p>This authority applies in situations where:</p> <ul style="list-style-type: none"> <li>• Immediate intervention is necessary to prevent serious harm, deterioration, or death; and</li> <li>• The practitioner is the most immediately available qualified provider to respond.</li> </ul> <p>Care provided under this provision shall be limited to the scope of the practitioner’s clinical privileges, training, and competence, and shall continue until the patient is stabilized or care is transferred to the appropriate attending or consulting provider. This provision is consistent with hospital obligations to ensure the availability of qualified practitioners to respond to emergencies throughout the hospital and does not supersede Medical Staff Bylaws, delineated privilege limitations, or EMTALA obligations. All care must be documented in accordance with hospital policy.</p>	
<p><b>Emergency Medicine Core Privileges:</b></p> <ul style="list-style-type: none"> <li>• Perform medical screening examinations</li> <li>• Diagnose and manage acute and emergent conditions</li> <li>• Stabilize and resuscitate patients of all ages</li> <li>• Initiate treatment and coordinate transfer</li> <li>• Provide trauma evaluation and initial management</li> <li>• Interpret basic diagnostic studies (EKG, labs, imaging prelim review)</li> <li>• Perform emergency procedures listed below</li> </ul>	—
<p><b>Emergency Medicine Core Procedures</b></p> <ul style="list-style-type: none"> <li>• Airway management (bag-valve-mask, oral/nasal airways)</li> <li>• Endotracheal intubation</li> <li>• Laryngeal mask airway (LMA) placement</li> <li>• Cricothyrotomy (emergent)</li> <li>• Cardiopulmonary resuscitation (adult/pediatric)</li> <li>• Defibrillation and cardioversion</li> <li>• Central venous line placement</li> <li>• Intraosseous access</li> <li>• Laceration repair (simple and complex)</li> <li>• Incision and drainage of abscess</li> </ul>	—

## Delineation Of Privileges Emergency Medicine

Provider Name:

Privilege	
<ul style="list-style-type: none"> <li>• Wound care and debridement (basic)</li> <li>• Splinting and immobilization</li> <li>• Fracture/dislocation reduction (simple)</li> <li>• Procedural sedation (moderate)</li> <li>• Local and regional anesthesia</li> </ul>	
<b>Advanced Procedural Sedation*</b>	—
*Demonstrated competence in airway management, including endotracheal intubation. Evidence of having performed at least 10 procedural sedation cases within the past 24 months (or completion of training with case logs if newly trained)	
<b>Advanced Ultrasound *</b>	—
*Use of point of care ultrasound beyond basic applications (e.g., FAST exam, vascular access), including advanced diagnostic or procedural guidance. Evidence of at least 25 ultrasound studies across relevant applications (e.g., cardiac, lung, abdominal, procedural guidance)	
<b>Complex Fracture Reductions*</b>	—
*Reduction of fractures or dislocations requiring advanced techniques, procedural sedation, or higher risk of complication. Evidence of performing at least 10 fracture/dislocation reductions within the past 24 months. Demonstrated competence in procedural sedation (if used in conjunction)	
<p><b>Acknowledgement of Practitioner</b></p> <p>I have requested only those privileges for which by education, training, current experience and demonstrated performance I am qualified to perform and for which I wish to exercise.</p> <p>Signed: _____</p> <p>Date: _____</p> <p><b>Department Chair Recommendation</b></p> <p>All privileges delineated have been individually considered and have been recommended based upon the physician's specialty, licensure, specific training, experience, health status, current competence and peer recommendations</p> <p>I have reviewed the requested clinical privileges and supporting documentation for the above-named applicant and make the following recommendation(s):</p> <p><input type="checkbox"/> <b>Recommend all requested privileges</b></p> <p><input type="checkbox"/> <b>Recommend privileges with the following conditions/modifications:</b></p> <p><input type="checkbox"/> <b>Do not recommend the following requested privileges:</b></p> <p>Department Chair Signature _____</p> <p>Print Name _____</p> <p>Date _____</p>	



## ADMINISTRATIVE POLICY MANUAL

Committee Approval: 4/14/23

Board Approval:

Policy # BOD

New: 9/2022

Reviewed:

Revised:

LD

Pg. 1 of 1

### SUBJECT: ABSENCE OF SBHCD INTERIM CHIEF EXECUTIVE OFFICER

**PURPOSE:** The San Benito Health Care District (SBHCD or District) Board of Directors is responsible for appointing the Interim Chief Executive Officer (Interim CEO) of the District, who is responsible for managing SBHCD in the CEO's absence. In the absence of the Interim CEO, it is important that a qualified administrative person be available for decision-making, operational guidance, and to answer questions.

**POLICY:** During the absence of the SBHCD Interim Chief Executive Officer (Interim CEO) of San Benito Health Care District (SBHCD), and in recognition of the SBHCD Organization Plan, the qualified individuals designated below shall assume responsibility (in the order presented ~~here~~) for all aspects of management of District and Hospital operations, in collaboration with other SBHCD Senior Executives:

- A. Chief Financial Officer;<sub>5</sub>
- B. Chief ~~Clinical~~ Nursing Officer;<sub>5</sub>
- C. ~~or, d~~ Designee as appointed by the Interim ~~Chief Executive Officer~~ CEO.
  - Absence of the Interim ~~Chief Executive Officer~~ CEO will mean the inability to contact the Interim CEO due to vacation, illness, incapacity, or other absence from the facilities.
  - Senior Executives include Interim ~~Chief Executive Officer~~ CEO, Chief Financial Officer, and Chief Clinical Officer.

### GENERAL INFORMATION PROCEDURE

- A. In the event the Interim CEO is unavailable due to absence, the Chief Financial Officer or other designated Senior Executive shall be the Acting CEO responsible for the following, including but not limited to:
  - All operations of SBHCD and its facilities;<sub>5</sub>
  - Attendance at committee meetings where the Interim CEO's attendance is required, such as Medical Executive Committee (MEC) and sub-committees of the Board of Directors;<sub>5</sub>
  - ~~Be consulted~~ Consultation on regulatory issues normally brought to the attention of the Interim CEO; and.
  - Representation of SBHCD at hospital functions.
- B. Issues relating to Medical Staff matters shall be reviewed in consultation with the Medical Staff Department prior to taking action. Should answers to questions be difficult to reach or if uncertainty exists in making the correct decision, the designees may contact the President of the Board of Directors for appropriate direction, and/or consult District Legal Counsel for assistance.
- C. Whenever possible and practical, matters involving issues with potentially serious ramifications should be deferred until the return of the Interim CEO.

### PROCEDURE

~~A. In the absence of the Interim Chief Executive Officer CEO according to this policy, the Chief Financial Officer or other Executive Designee is to be contacted as the Acting CEO. Should the Administrative Supervisor, operator or person initiating the response be unable to contact the Chief Financial Officer, the above chain of command will apply.~~

## Chief Nursing Officer Report

April 2026

- Press Ganey
- BETA HEART

<b>CNO Dashboard March 2026</b>				
Description	March 2026 Actual	March2026 Budget	YTD Total Actual	YTD Total Budget
ED Visits	2,450	2,426	20,886	21,300
ED Admission %	4%	10%>	4.03%	10%>
LWBS %	0.9%	<2.0%	1.0%	<2.0%
Door to Provider	7 min	<10 min	6.9%	<10 min
MS admissions	76	129	815	1,005
ICU admissions	18	19	192	158
Deliveries	26	34	266	278
OR Inpatient	29	26	305	359
ASC/OP Cases	78	45	675	347
GI	81	91	746	816
<b>Met or Exceeded Target</b>				
<b>Within 10% of Target</b>				
<b>Not Within 10%</b>				

<b>OR Cases By Service Line</b>			
<b>2026</b>	<b>JANUARY</b>	<b>FEBRUARY</b>	<b>MARCH</b>
TOTAL SURGERIES **	211	184	188
GENERAL SURGERY	28	27	28
ORTHOPEDIC TOTAL	48	40	47
<i>PODLATRY</i>	0	0	0
<i>TOTAL JOINTS</i>	7	11	11
UROLOGY	6	5	3
OB/GYN TOTAL	28	19	22
<i>C/SECTIONS</i>	9	8	5
ENT TOTAL	1	0	0
GI TOTAL	100	93	88
GI ASC	92	86	81
GINO	1	4	3
GINPT	7	3	4
GI CANCELS*	1	1	0
*Cancels not included in GI Total			
**These totals include GI			

<b>OR Cases By Service Line</b>			
<b>2025</b>	<b>JANUARY</b>	<b>FEBRUARY</b>	<b>MARCH</b>
TOTAL SURGERIES **	174	201	140
GENERAL SURGERY	38	21	37
ORTHOPEDIC TOTAL	26	36	25
<i>PODLATRY</i>	4	4	0
<i>TOTAL JOINTS</i>	0	0	1
UROLOGY	2	5	0
OB/GYN TOTAL	23	23	24
<i>C/SECTIONS</i>	7	6	9
ENT TOTAL	1	2	0
GI TOTAL	84	114	54
GI ASC	81	106	51
GINO	0	2	3
GINPT	3	6	0
GI CANCELS*	1	3	2
*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, APRIL 20, 2026 - 4:30 P.M.  
SUPPORT SERVICES BUILDING, 2<sup>ND</sup> 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 – March 2026
  
3. Review Financial Updates
  - Financial Statements – March 2026
  - Finance Dashboard – March 2026
  - Supplemental Payments – March 2026
  - Cashflow Statement YTD March 2026
  
4. Consider Recommendation for Board Approval of Amendment to Agreement with Press Ganey Associates, LLC.
  - Report
  - Committee Questions
  - Motion/Second
  
5. Consider Recommendation for Board Approval of First Amendment to Pharmacy Agreement with Cardinal Health.
  - Report
  - Committee Questions
  - Motion/Second

6. 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.

7. Adjournment

The next Facilities and Finance Committee meeting is scheduled for **Monday, May 25, 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.

# APR 2026 Project Dashboard - Facilities

Project Name	Purpose	Start Date	Go Live	Duration	Status	Priority	Key Stakeholder	Role	Update
*Lab Phase 2	Analyzer Replacement	6/1/2024	5/12/2026	710	In Progress	High	Bernadette Enderez	Lab/Radiology Director	Phase 2B has started, starting to coordinate with ABBOTT for analyzer installation.
*Lab Remodel	Lab Phase 3/4: Remodel	3/1/2026	TBD		Ongoing		Bernadette Enderez	Lab/Radiology Director	Architectural proposal has been signed. Planning meetings will resume with design anticipated to take duration of '26. Bidding and construction not until 2027.
*OR Rebuild	Updating OR per OSHPD Requirements	11/20/2024	12/31/2026	771	In Progress	High	Mendi Suber-Ventura	Director of Surgical Services	CDPH waiver has been extended until JAN 2027.
*Sterilizer Replacement	Installation of new AMSCO 400 48 SD equipment for Sterile Processing Department	9/16/2025	11/1/2026	411	In Progress	High	Mendi Suber-Ventura	Director of Surgical Services	Bid awarded, scheduling started with architect and general contractor

# APR 2026 Project Dashboard - Facilities

*Seismic	Upgrade to Meet HCAI Seismic Compliance & Safety Standards	11/1/2025	1/1/2033	Ongoing	High	Jorge Ramirez	Director of Emergency Management; Security; Life Safety; EVS; Engineering	Projects have been submitted to HCAI for review. Geotech work for soil sampling to aid in seismic desing expected to happen early '26. MT/CAP could happen fall '26 or early '27.
*Imaging Trailer Pad Make Ready	Treanor to help when MP starts	10/1/2025	TBD	In Progress	Medium	Bernadette Enderez	Lab/Radiology Director	Architectural proposal approved. Pending HCAI design submission and contractor pricing
*Verkoda	Security / SSO + Door Access	3/11/2025	TBD	In Progress	High	Jorge Ramirez	Director of Emergency Management; Security; Life Safety; EVS; Engineering	Pre-Construction work has been finished. Planning internal database build and scheduling for final card reader installation
*HUGS/Securitas	Infant Security	4/12/2024	5/1/2026	In Progress	High	Jac Fernandez	Senior Director of Acute Care Services	Securitas performing location optimization and planning go-live dates to be onsite.
*ED Helipad	System is an AFFE system and no longer allowed in CA. Is required to be phased out due to being a hazardous chemical.	5/27/2025	7/1/2026	In Progress	High	Jorge Ramirez	Director of Emergency Management; Security; Life Safety; EVS; Engineering	Regular (S) project has been approved. General contractor has started mobilization.

# APR 2026 Project Dashboard - Facilities

*Northside SNF Kitchen Flooring	Replace kitchen and storage flooring at the Northside SNF	1/1/2026	TBD	In Progress	High	Jaylee Davison	Interim Director of Nursing – (SNF)	HCAI project approved, pending building permit and county application. Internal Logistics planning ongoing
Physical Therapy Clinic Remodel	Expanding current location to help with ongoing demand	6/1/2025	TBD	On Hold	Medium	Jun Estrada	Director of Physical Therapy	Looking to perform feasibility study of the new location
Focus Sports Therapy	Renovate and expand Focus sports therapy clinic	7/1/2025	TBD	On Hold	Medium	Jorge Ramirez	Director of Emergency Management; Life Safety; EVS; Engineering	Working with architects on schematic design.
<b>Totals</b>								

TASK STATUS %	COUNT	%
Not Started	0	0%
In Progress	8	67%
Overdue	0	0%
On Hold	2	17%
Ongoing	2	17%
Completed	0	0%
<b>TOTAL</b>	<b>12</b>	<b>100%</b>

PROJECT PRIORITY %	COUNT	%
High	8	73%
Medium	3	27%
Low	0	0%
<b>TOTAL</b>	<b>11</b>	<b>100%</b>

estimated go-live  
planned go live



San Benito Health Care District

## San Benito Health Care District

A Public Agency  
911 Sunset Drive  
Hollister, CA 95023-5695  
(831) 637-5711

April 20, 2026

### CFO Financial Summary for the District Board:

For the month ending March 31, 2026, the District's Net Surplus **(Loss)** is \$430,056 compared to a budgeted Surplus **(Loss)** of \$1,573,863. The District was under budget for the month by \$1,143,807.

YTD as of March 31, 2026, the District's Net Surplus **(Loss)** is \$9,845,965 compared to a budgeted Surplus **(Loss)** of \$8,687,289. The District is exceeding its budget YTD by \$1,158,676.

Acute discharges were 113 for the month, under budget by 71 discharges, 39%. The ADC was 11.13 compared to a budget of 16.56. The ALOS was 3.05. The acute I/P gross revenue was under budget by **\$1.6 million** or 21% while O/P services gross revenue was under budget by **\$1.2 million** or 4%. ER I/P visits were 92 and ER O/P visits exceeded budget by 56 visits or 2%. The RHCs & Specialty Clinics treated 4,201 (includes 719 visits at the Diabetes Clinic) and 1,163 visits respectively.

**Other Operating** revenue exceeded budget by **\$631,306** due mainly to:

- 1) \$332,717 than budgeted from CCAH including grants for physician recruiting.
- 2) \$188,160 in additional QIP funds for PY 7, CY 2024.

**Operating Expenses** were under budget by **\$56,926** due mainly to: overages in Registry of \$282,110, and Professional Fees of \$168,713 being offset by savings in Salaries & Wages Expense of \$130,977 and Employee Benefits of \$247,977.

**Non-operating Revenue** was slightly under the budget by \$3,610 a loss in investment income.

The SNFs ADC was **90.48** for the month. The Net Surplus **(Loss)** is \$430,713 compared to a budget of \$100,240. YTD, the Net Surplus **(Loss)** is \$2,803,741 exceeding the budget by \$1,927,727.

HAZEL HAWKINS MEMORIAL HOSPITAL - COMBINED  
 HOLLISTER, CA 95023  
 FOR PERIOD 03/31/26

	CURRENT MONTH			PRIOR YR			YEAR-TO-DATE		
	ACTUAL 03/31/26	BUDGET 03/31/26	POS/NEG VARIANCE	PERCENT VARIANCE	ACTUAL 03/31/25	BUDGET 03/31/25	POS/NEG VARIANCE	PERCENT VARIANCE	PRIOR YR 03/31/25
GROSS PATIENT REVENUE:									
ACUTE ROUTINE REVENUE	2,721,419	3,940,491	(1,219,072)	(31)	2,970,467	31,207,859	(484,853)	(2)	29,683,207
SNF ROUTINE REVENUE	2,119,830	2,092,500	27,330	1	2,078,340	18,495,000	(276,025)	(2)	17,859,060
ANCILLARY INPATIENT REVENUE	3,552,504	3,883,504	(331,000)	(9)	3,487,608	38,460,143	(4,174,324)	(11)	37,953,705
HOSPITALIST\PEDS I/P REVENUE	112,871	0	112,871	0	0	1,460,414	1,460,414	0	0
TOTAL GROSS INPATIENT REVENUE	8,506,624	9,916,495	(1,409,871)	(14)	8,536,414	88,163,002	(3,474,787)	(4)	85,495,972
ANCILLARY OUTPATIENT REVENUE	33,125,821	34,441,325	(1,315,504)	(4)	30,750,981	276,818,066	5,185,483	2	262,372,846
HOSPITALIST\PEDS O/P REVENUE	84,233	0	84,233	0	0	956,107	956,107	0	0
TOTAL GROSS OUTPATIENT REVENUE	33,210,054	34,441,325	(1,231,271)	(4)	30,750,981	276,818,066	6,141,590	2	262,372,846
TOTAL GROSS PATIENT REVENUE	41,716,679	44,357,820	(2,641,142)	(6)	39,287,396	367,647,871	2,666,803	1	347,868,818
DEDUCTIONS FROM REVENUE:									
MEDICARE CONTRACTUAL ALLOWANCES	12,487,997	12,184,740	303,257	3	11,365,225	98,860,302	4,280,265	4	92,717,914
MEDI-CAL CONTRACTUAL ALLOWANCES	11,739,472	11,563,698	175,774	2	10,554,555	93,777,014	4,984,889	5	89,387,563
BAD DEBT EXPENSE	1,006,487	1,106,676	(100,189)	(9)	337,355	6,723,730	(2,472,571)	(27)	5,990,209
CHARITY CARE	29,422	35,029	(5,607)	(16)	16,750	283,850	117,896	42	316,819
OTHER CONTRACTUALS AND ADJUSTMENTS	4,210,132	5,410,227	(1,200,095)	(22)	4,616,921	43,865,020	667,918	2	41,315,435
HOSPITALIST\PEDS CONTRACTUAL ALLOW	(33,397)	0	(33,397)	0	0	112,833	112,833	0	0
TOTAL DEDUCTIONS FROM REVENUE	29,440,112	30,300,370	(860,258)	(3)	26,890,806	245,982,487	7,691,229	3	229,727,939
NET PATIENT REVENUE	12,276,566	14,057,450	(1,780,884)	(13)	12,396,590	113,974,156	(5,024,425)	(4)	118,140,879
OTHER OPERATING REVENUE	1,892,080	1,260,774	631,306	50	764,142	10,647,701	7,147,952	67	8,295,499
NET OPERATING REVENUE	14,168,646	15,318,224	(1,149,578)	(8)	13,160,732	131,769,809	2,123,527	2	126,436,378
OPERATING EXPENSES:									
SALARIES & WAGES	5,513,596	5,682,181	(168,585)	(3)	5,382,641	49,640,193	(1,529,355)	(3)	45,121,310
REGISTRY	834,859	525,384	309,475	59	621,810	4,728,459	1,507,975	32	4,728,023
EMPLOYEE BENEFITS	2,266,709	2,532,858	(266,149)	(11)	2,201,712	21,925,229	(332,608)	(2)	19,582,769
PROFESSIONAL FEES	1,816,271	1,647,848	168,423	10	1,339,370	14,805,169	1,461,011	10	13,863,192
SUPPLIES	1,287,119	1,293,567	(6,448)	(1)	1,035,378	11,547,855	82,083	1	9,856,162
PURCHASED SERVICES	1,380,733	1,412,372	(31,639)	(2)	1,182,832	12,232,324	(49,652)	0	11,836,156
RENTAL	160,957	169,962	(9,005)	(5)	167,879	1,528,002	80,697	5	1,454,240
DEPRECIATION & AMORT	347,333	315,203	32,130	10	315,219	2,836,824	239,527	8	2,852,750
INTEREST	5,913	19,417	(13,504)	(70)	124,300	176,798	87,977	50	423,530
OTHER	510,541	534,620	(24,079)	(5)	491,696	4,996,919	(245,885)	(5)	4,051,035
TOTAL EXPENSES	14,124,031	14,133,412	(9,381)	0	12,862,836	124,417,772	1,301,771	1	113,729,166
NET OPERATING INCOME (LOSS)	44,615	1,184,812	(1,140,197)	(96)	297,896	6,050,266	821,756	16	12,707,211

Date: 04/13/26 @ 1526  
 User: SDILAURA

HAZEL HAWKINS MEMORIAL HOSPITAL - COMBINED  
 HOLLISTER, CA 95023  
 FOR PERIOD 03/31/26

	CURRENT MONTH			PRIOR YR			YEAR-TO-DATE			
	ACTUAL 03/31/26	BUDGET 03/31/26	POS/NEG VARIANCE	PERCENT VARIANCE	PRIOR YR 03/31/25	ACTUAL 03/31/26	BUDGET 03/31/26	POS/NEG VARIANCE	PERCENT VARIANCE	PRIOR YR 03/31/25
NON-OPERATING REVENUE\EXPENSE:										
DONATIONS	24,191	20,000	4,191	21	13,143	494,155	180,000	314,155	175	226,594
PROPERTY TAX REVENUE	248,434	248,434	0	0	241,122	2,235,906	2,235,906	0	0	2,170,098
GO BOND PROP TAXES	181,114	181,114	0	0	175,915	1,630,022	1,630,026	(4)	0	1,583,233
GO BOND INT REVENUE\EXPENSE	(61,114)	(61,114)	0	0	(65,081)	(550,022)	(550,026)	4	0	(585,733)
OTHER NON-OPER REVENUE	15,866	16,399	(533)	(3)	16,656	142,137	147,591	(5,454)	(4)	147,663
OTHER NON-OPER EXPENSE	(17,317)	(17,407)	90	(1)	(22,650)	(166,183)	(199,343)	33,160	(17)	(245,600)
INVESTMENT INCOME	(5,733)	1,625	(7,358)	(453)	701	9,684	14,625	(4,941)	(34)	13,078
COLLABORATION CONTRIBUTIONS	0	0	0	0	0	0	0	0	0	0
TOTAL NON-OPERATING REVENUE/(EXPENSE)	385,441	389,051	(3,610)	(1)	359,805	3,795,699	3,458,779	336,920	10	3,309,333
NET SURPLUS (LOSS)	430,056	1,573,863	(1,143,807)	(73)	657,701	9,845,965	8,687,289	1,158,676	13	16,016,544
EBIDA	\$ 674,706	\$ 1,786,473	\$ (1,111,767)	(62.23)%	\$ 884,737	\$ 12,008,499	\$ 10,643,456	\$ 1,365,043	12.82%	\$ 18,117,394
EBIDA MARGIN	4.76%	11.66%	(6.90)%	(59.16)%	6.72%	9.11%	8.21%	0.90%	11.00%	14.33%
OPERATING MARGIN	0.31%	7.73%	(7.42)%	(95.93)%	2.26%	4.59%	4.03%	0.56%	13.85%	10.05%
NET SURPLUS (LOSS) MARGIN	3.04%	10.27%	(7.24)%	(70.45)%	5.00%	7.47%	6.70%	0.77%	11.50%	12.67%

Date: 04/13/26 @ 1526  
User: SDILAURA

HAZEL HANKINS MEMORIAL HOSPITAL - ACUTE FACILITY  
HOLLISTER, CA 95023  
FOR PERIOD 03/31/26

	CURRENT MONTH			PRIOR YR			YEAR-TO-DATE			
	ACTUAL 03/31/26	BUDGET 03/31/26	POS/NEG VARIANCE	PERCENT VARIANCE	PRIOR YR 03/31/25	ACTUAL 03/31/26	BUDGET 03/31/26	POS/NEG VARIANCE	PERCENT VARIANCE	PRIOR YR 03/31/25
GROSS PATIENT REVENUE:										
ROUTINE REVENUE	2,721,419	3,940,491	(1,219,072)	(31)	2,970,467	30,723,006	31,207,859	(484,853)	(2)	29,683,207
ANCILLARY INPATIENT REVENUE	3,006,269	3,490,183	(483,914)	(14)	2,989,837	30,171,531	35,056,080	(4,884,549)	(14)	34,589,572
HOSPITALIST I/P REVENUE	112,871	0	112,871		0	1,460,414	0	1,460,414		0
TOTAL GROSS INPATIENT REVENUE	5,840,559	7,430,674	(1,590,115)	(21)	5,960,304	62,354,951	66,263,939	(3,908,988)	(6)	64,272,779
ANCILLARY OUTPATIENT REVENUE	33,125,821	34,441,325	(1,315,504)	(4)	30,750,981	282,003,549	276,818,066	5,185,483	2	282,372,846
HOSPITALIST O/P REVENUE	84,233	0	84,233		0	956,107	0	956,107		0
TOTAL GROSS OUTPATIENT REVENUE	33,210,054	34,441,325	(1,231,271)	(4)	30,750,981	282,959,656	276,818,066	6,141,590	2	282,372,846
TOTAL GROSS ACUTE PATIENT REVENUE	39,050,613	41,871,999	(2,821,386)	(7)	36,711,285	345,314,607	343,082,005	2,232,602	1	326,645,625
DEDUCTIONS FROM REVENUE ACUTE:										
MEDICARE CONTRACTUAL ALLOWANCES	12,153,183	11,896,604	256,579	2	10,954,187	100,399,573	96,400,510	3,999,063	4	90,329,570
MEDI-CAL CONTRACTUAL ALLOWANCES	11,776,311	11,462,946	313,365	3	10,615,376	98,981,539	92,886,496	6,095,043	7	88,661,390
BAD DEBT EXPENSE	1,005,388	1,101,676	(96,288)	(9)	298,395	6,744,671	9,151,301	(2,406,630)	(26)	5,956,405
CHARITY CARE	29,422	35,029	(5,607)	(16)	16,750	397,089	283,850	113,239	40	255,380
OTHER CONTRACTUALS AND ADJUSTMENTS	4,171,469	5,374,991	(1,203,522)	(22)	4,630,715	44,261,424	43,554,604	706,820	2	41,079,163
HOSPITALIST/PEDS CONTRACTUAL ALLOW	(33,397)	0	(33,397)		0	112,833	0	112,833		0
TOTAL ACUTE DEDUCTIONS FROM REVENUE	29,102,376	29,871,246	(768,870)	(3)	26,515,423	250,897,129	242,276,761	8,620,368	4	226,281,908
NET ACUTE PATIENT REVENUE	9,948,238	12,000,753	(2,052,515)	(17)	10,195,862	94,417,478	100,805,244	(6,387,766)	(6)	100,363,717
OTHER OPERATING REVENUE	1,785,693	1,260,774	524,919	42	764,142	16,838,170	10,647,701	6,190,469	58	8,295,499
NET ACUTE OPERATING REVENUE	11,733,930	13,261,527	(1,527,597)	(12)	10,960,004	111,255,649	111,452,945	(197,297)	0	108,659,216
OPERATING EXPENSES:										
SALARIES & WAGES	4,428,751	4,559,728	(130,977)	(3)	4,271,051	38,609,336	39,796,717	(1,187,381)	(3)	35,840,401
REGISTRY	758,270	476,160	282,110	59	542,376	5,631,174	4,285,440	1,345,734	31	4,284,598
EMPLOYEE BENEFITS	1,770,379	2,018,356	(247,977)	(12)	1,717,606	16,841,401	17,406,210	(564,809)	(3)	15,200,419
PROFESSIONAL FEES	1,814,061	1,645,348	168,713	10	1,337,160	16,246,290	14,782,669	1,463,621	10	13,843,302
SUPPLIES	1,158,704	1,195,199	(36,495)	(3)	935,740	10,595,083	10,675,513	(80,430)	(1)	8,990,659
PURCHASED SERVICES	1,240,555	1,307,836	(67,281)	(5)	1,086,771	11,310,731	11,310,731	(138,872)	(1)	10,944,228
RENTAL	149,813	162,046	(12,233)	(8)	151,360	1,455,307	1,454,538	769	0	1,380,077
DEPRECIATION & AMORT	306,553	276,162	30,391	11	275,710	2,713,817	2,485,455	228,362	9	2,501,057
INTEREST	5,913	19,417	(13,504)	(70)	124,300	264,775	176,798	87,977	50	423,530
OTHER	463,849	483,322	(29,473)	(6)	450,099	4,189,165	4,435,461	(246,296)	(6)	3,562,430
TOTAL EXPENSES	12,086,648	12,143,574	(56,926)	(1)	10,892,173	107,718,206	106,809,532	908,674	1	96,970,702
NET OPERATING INCOME (LOSS)	(352,718)	1,117,953	(1,470,671)	(132)	67,832	3,537,443	4,643,413	(1,105,970)	(24)	11,688,514

HAZEL HAWKINS MEMORIAL HOSPITAL - ACUTE FACILITY  
 HOLLISTER, CA 95023  
 FOR PERIOD 03/31/26

	ACTUAL			CURRENT MONTH			PRIOR YR			ACTUAL			BUDGET			YEAR-TO-DATE			PRIOR YR				
	03/31/26	BUDGET	POS/NEG	PERCENT	VARIANCE	03/31/25	03/31/26	BUDGET	POS/NEG	PERCENT	VARIANCE	03/31/26	BUDGET	POS/NEG	PERCENT	VARIANCE	03/31/25	03/31/26	BUDGET	POS/NEG	PERCENT	VARIANCE	
NON-OPERATING REVENUE\EXPENSE:																							
DONATIONS	24,191	20,000	4,191	21	13,143	21	13,143	180,000	314,155	175	226,594	180,000	314,155	175	226,594								
PROPERTY TAX REVENUE	211,194	211,194	0	0	204,954	0	204,954	1,900,746	1,900,746	0	1,844,586	1,900,746	1,900,746	0	1,844,586								
GO BOND PROP TAXES	181,114	181,114	0	0	175,915	0	175,915	1,630,026	(4)	0	1,583,233	1,630,026	(4)	0	1,583,233								
GO BOND INT REVENUE\EXPENSE	(61,114)	(61,114)	0	0	(65,081)	0	(65,081)	(550,026)	4	0	(585,733)	(550,026)	4	0	(585,733)								
OTHER NON-OPER REVENUE	15,866	16,399	(533)	(3)	16,656	(3)	16,656	147,591	(5,454)	(4)	147,663	147,591	(5,454)	(4)	147,663								
OTHER NON-OPER EXPENSE	(13,457)	(13,548)	91	(1)	(17,602)	(1)	(17,602)	(155,100)	33,160	(21)	(191,046)	(155,100)	33,160	(21)	(191,046)								
INVESTMENT INCOME	(5,733)	1,625	(7,358)	(453)	701	(453)	701	14,625	(4,941)	(34)	13,078	14,625	(4,941)	(34)	13,078								
COLLABORATION CONTRIBUTIONS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0								
TOTAL NON-OPERATING REVENUE/(EXPENSE)	352,061	355,670	(3,609)	(1)	328,685	(1)	328,685	3,504,781	336,919	11	3,038,375	3,504,781	336,919	11	3,038,375								
NET SURPLUS (LOSS)	(657)	1,473,623	(1,474,280)	(100)	396,517	(100)	396,517	7,042,224	(769,051)	(10)	14,726,889	7,042,224	(769,051)	(10)	14,726,889								

HAZEL HAWKINS SKILLED NURSING FACILITIES  
 HOLLISTER, CA  
 FOR PERIOD 03/31/26

	CURRENT MONTH			PRIOR YR			YEAR-TO-DATE			
	ACTUAL 03/31/26	BUDGET 03/31/26	POS/NEG VARIANCE	PERCENT VARIANCE	PRIOR YR 03/31/25	ACTUAL 03/31/26	BUDGET 03/31/26	POS/NEG VARIANCE	PERCENT VARIANCE	PRIOR YR 03/31/25
GROSS SNF PATIENT REVENUE:										
ROUTINE SNF REVENUE	2,119,830	2,092,500	27,330	1	2,078,340	18,218,976	18,495,000	(276,025)	(2)	17,859,060
ANCILLARY SNF REVENUE	546,235	393,321	152,914	39	497,771	4,114,289	3,404,063	710,226	21	3,364,133
TOTAL GROSS SNF PATIENT REVENUE	2,666,065	2,485,821	180,244	7	2,576,111	22,333,264	21,899,063	434,201	2	21,223,193
DEDUCTIONS FROM REVENUE SNF:										
MEDICARE CONTRACTUAL ALLOWANCES	334,814	288,136	46,678	16	411,038	2,740,994	2,459,792	281,202	11	2,388,344
MEDI-CAL CONTRACTUAL ALLOWANCES	(36,839)	100,752	(137,591)	(137)	(60,821)	(219,637)	890,518	(1,110,155)	(125)	726,174
BAD DEBT EXPENSE	1,039	5,000	(3,961)	(78)	38,960	(20,941)	45,000	(65,941)	(147)	33,803
CHARITY CARE	0	0	0	0	0	4,656	0	4,656		61,438
OTHER CONTRACTUALS AND ADJUSTMENTS	38,663	35,236	3,427	10	(13,794)	271,514	310,416	(38,902)	(13)	236,272
TOTAL SNF DEDUCTIONS FROM REVENUE	337,737	429,124	(91,387)	(21)	375,383	2,776,587	3,705,726	(929,139)	(25)	3,446,031
NET SNF PATIENT REVENUE	2,328,329	2,056,697	271,632	13	2,200,728	19,556,677	18,193,337	1,363,340	8	17,777,162
OTHER OPERATING REVENUE	106,387	0	106,387	0	0	957,483	0	957,483	0	0
NET SNF OPERATING REVENUE	2,434,716	2,056,697	378,019	18	2,200,728	20,514,160	18,193,337	2,320,823	13	17,777,162
OPERATING EXPENSES:										
SALARIES & WAGES	1,084,845	1,122,453	(37,608)	(3)	1,111,590	9,501,502	9,843,476	(341,974)	(4)	9,280,908
REGISTRY	76,589	49,224	27,365	56	79,434	605,259	443,019	162,240	37	443,425
EMPLOYEE BENEFITS	496,330	514,502	(18,173)	(4)	484,107	4,751,221	4,519,019	232,202	5	4,342,350
PROFESSIONAL FEES	2,210	2,500	(290)	(12)	2,210	19,890	22,500	(2,610)	(12)	19,890
SUPPLIES	128,416	98,368	30,048	31	99,637	1,034,855	872,342	162,513	19	865,503
PURCHASED SERVICES	140,178	104,536	35,642	34	96,060	1,010,814	921,593	89,221	10	891,927
RENTAL	11,144	7,916	3,228	41	16,519	153,392	73,464	79,928	109	74,163
DEPRECIATION	40,980	39,041	1,939	5	39,509	362,535	351,369	11,166	3	351,693
INTEREST	0	0	0	0	0	0	0	0	0	0
OTHER	56,692	51,298	5,394	11	41,598	561,869	561,458	411	0	488,605
TOTAL EXPENSES	2,037,383	1,989,838	47,545	2	1,970,663	18,001,337	17,608,240	393,097	2	16,758,465
NET OPERATING INCOME (LOSS)	397,332	66,859	330,473	494	230,064	2,512,823	585,097	1,927,726	330	1,018,697
NON-OPERATING REVENUE\EXPENSE:										
DONATIONS	0	0	0	0	0	0	0	0	0	0
PROPERTY TAX REVENUE	37,240	37,240	0	0	36,168	335,160	335,160	0	0	325,512
OTHER NON-OPER EXPENSE	(3,859)	(3,859)	0	0	(5,048)	(44,243)	(44,243)	0	0	(54,554)
TOTAL NON-OPERATING REVENUE/(EXPENSE)	33,381	33,381	0	0	31,120	290,917	290,917	0	0	270,958
NET SURPLUS (LOSS)	430,713	100,240	330,473	330	261,185	2,803,741	876,014	1,927,727	220	1,289,655

HAZEL HAWKINS MEMORIAL HOSPITAL  
 HOLLISTER, CA  
 For the month ended 03/31/26

	CURR MONTH 03/31/26	PRIOR MONTH 02/28/26	POS/NEG VARIANCE	PERCENTAGE VARIANCE	PRIOR YR 06/30/25
<b>CURRENT ASSETS</b>					
CASH & CASH EQUIVALENT	40,597,910	36,736,689	3,861,221	11	46,670,217
PATIENT ACCOUNTS RECEIVABLE	70,223,737	70,466,228	(242,491)	0	66,556,290
BAD DEBT ALLOWANCE	(7,159,372)	(6,641,794)	(516,578)	8	(7,062,672)
CONTRACTUAL RESERVES	(41,999,892)	(42,698,635)	698,743	(2)	(40,404,377)
OTHER RECEIVABLES	11,681,935	10,385,883	1,296,052	13	4,952,401
INVENTORIES	5,041,909	5,035,972	5,937	0	4,981,471
PREPAID EXPENSES	2,444,902	2,733,584	(288,682)	(11)	2,599,584
DUE TO\FROM THIRD PARTIES	(181,860)	(181,860)	0	0	(181,860)
<b>TOTAL CURRENT ASSETS</b>	<b>80,650,269</b>	<b>75,836,067</b>	<b>4,814,202</b>	<b>6</b>	<b>78,111,054</b>
=====					
<b>ASSETS WHOSE USE IS LIMITED</b>					
BOARD DESIGNATED FUNDS	6,492,371	8,076,013	(1,583,642)	(20)	5,666,884
<b>TOTAL LIMITED USE ASSETS</b>	<b>6,492,371</b>	<b>8,076,013</b>	<b>(1,583,642)</b>	<b>(20)</b>	<b>5,666,884</b>
=====					
<b>PROPERTY, PLANT, AND EQUIPMENT</b>					
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	48,592,458	48,352,062	240,396	1	46,216,122
CONSTRUCTION IN PROGRESS	8,292,742	7,703,423	589,319	8	4,324,809
<b>GROSS PROPERTY, PLANT, AND EQUIPMENT</b>	<b>160,379,838</b>	<b>159,550,123</b>	<b>829,715</b>	<b>1</b>	<b>154,009,779</b>
ACCUMULATED DEPRECIATION	(101,603,700)	(101,241,455)	(362,245)	0	(98,393,920)
<b>NET PROPERTY, PLANT, AND EQUIPMENT</b>	<b>58,776,138</b>	<b>58,308,668</b>	<b>467,470</b>	<b>1</b>	<b>55,615,859</b>
=====					
<b>OTHER ASSETS</b>					
UNAMORTIZED LOAN COSTS	275,540	281,282	(5,742)	(2)	327,215
PENSION DEFERRED OUTFLOWS NET	5,277,892	5,277,892	0	0	5,277,892
<b>TOTAL OTHER ASSETS</b>	<b>5,553,432</b>	<b>5,559,174</b>	<b>(5,742)</b>	<b>0</b>	<b>5,605,107</b>
=====					
<b>TOTAL UNRESTRICTED ASSETS</b>	<b>151,472,210</b>	<b>147,779,921</b>	<b>3,692,288</b>	<b>3</b>	<b>144,998,904</b>
=====					
<b>RESTRICTED ASSETS</b>	<b>128,907</b>	<b>128,854</b>	<b>53</b>	<b>0</b>	<b>127,208</b>
=====					
<b>TOTAL ASSETS</b>	<b>151,601,117</b>	<b>147,908,775</b>	<b>3,692,341</b>	<b>3</b>	<b>145,126,112</b>

HAZEL HAWKINS MEMORIAL HOSPITAL  
 HOLLISTER, CA  
 For the month ended 03/31/26

	CURR MONTH 03/31/26	PRIOR MONTH 02/28/26	POS/NEG VARIANCE	PERCENTAGE VARIANCE	PRIOR YR 06/30/25
<b>CURRENT LIABILITIES</b>					
ACCOUNTS PAYABLE	7,453,673	7,466,528	12,855	0	6,221,841
ACCRUED PAYROLL	2,741,807	2,156,564	(585,243)	27	3,467,229
ACCRUED PAYROLL TAXES	164,076	116,857	(47,220)	40	257,552
ACCRUED BENEFITS	4,440,031	4,261,665	(178,366)	4	5,074,320
OTHER ACCRUED EXPENSES	51,864	45,327	(6,536)	14	80,907
PATIENT REFUNDS PAYABLE	11,321	1,310	(10,012)	764	1,310
DUE TO\FROM THIRD PARTIES	5,657,026	1,300,804	(4,356,222)	335	5,056,186
OTHER CURRENT LIABILITIES	913,198	936,180	22,982	(3)	777,080
<b>TOTAL CURRENT LIABILITIES</b>	<b>21,432,997</b>	<b>16,285,235</b>	<b>(5,147,761)</b>	<b>32</b>	<b>20,936,425</b>
=====					
<b>LONG-TERM DEBT</b>					
LEASES PAYABLE	4,636,609	4,693,619	57,009	(1)	4,799,273
BONDS PAYABLE	26,678,200	28,306,720	1,628,520	(6)	28,534,881
<b>TOTAL LONG TERM DEBT</b>	<b>31,314,810</b>	<b>33,000,339</b>	<b>1,685,529</b>	<b>(5)</b>	<b>33,334,154</b>
=====					
<b>OTHER LONG-TERM LIABILITIES</b>					
DEFERRED REVENUE	0	0	0	0	0
LONG-TERM PENSION LIABILITY	24,088,121	24,288,121	200,000	(1)	25,888,121
<b>TOTAL OTHER LONG-TERM LIABILITIES</b>	<b>24,088,121</b>	<b>24,288,121</b>	<b>200,000</b>	<b>(1)</b>	<b>25,888,121</b>
=====					
<b>TOTAL LIABILITIES</b>	<b>76,835,927</b>	<b>73,573,695</b>	<b>(3,262,232)</b>	<b>4</b>	<b>80,158,700</b>
<b>NET ASSETS:</b>					
UNRESTRICTED FUND BALANCE	64,915,019	64,915,019	0	0	64,817,839
RESTRICTED FUND BALANCE	101,386	101,333	(53)	0	149,573
NET REVENUE/(EXPENSES)	9,748,785	9,318,729	(430,056)	5	0
<b>TOTAL NET ASSETS</b>	<b>74,765,189</b>	<b>74,335,080</b>	<b>(430,109)</b>	<b>1</b>	<b>64,967,412</b>
=====					
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<b>151,601,117</b>	<b>147,908,775</b>	<b>(3,692,341)</b>	<b>3</b>	<b>145,126,112</b>
=====					

Description	MTD Budget	MTD Actual	YTD Actual	YTD Budget	FYE Budget
Average Daily Census - Acute	16.56	11.13	13.35	14.92	15.00
Average Daily Census - SNF	90.00	90.48	88.43	90.00	90.00
Acute Length of Stay	2.79	3.05	2.85	2.80	2.80
<b>ER Visits:</b>					
Inpatient	124	92	990	1,242	1,638
Outpatient	2,302	2,358	19,896	20,058	27,053
Total	2,426	2,450	20,886	21,300	28,691
Days in Accounts Receivable	50.0	52.5	52.5	50.0	50.0
Productive Full-Time Equivalents	575.17	556.01	538.90	575.17	575.17
Net Patient Revenue	14,057,450	12,276,566	113,974,156	118,998,581	157,730,532
Payment-to-Charge Ratio	31.7%	29.4%	31.0%	32.6%	32.4%
Medicare Traditional Payor Mix	29.22%	31.60%	30.30%	29.07%	28.71%
Commercial Payor Mix	23.26%	21.88%	22.71%	23.01%	23.36%
Bad Debt % of Gross Revenue	2.50%	2.40%	1.83%	2.50%	2.53%
EBIDA	1,786,473	674,706	12,008,499	10,643,456	13,769,729
EBIDA %	11.66%	4.76%	9.11%	8.21%	7.98%
Operating Margin	7.73%	0.31%	4.59%	4.03%	3.79%
Salaries, Wages, Registry & Benefits %:					
by Net Operating Revenue	57.06%	60.80%	57.63%	58.85%	59.06%
by Total Operating Expense	61.84%	61.00%	60.40%	61.32%	61.39%
<b>Bond Covenants:</b>					
Debt Service Ratio - 1.25	11.45	4.32	8.55	7.58	7.36
Current Ratio - 1.50	2.00	3.76	3.76	2.00	2.00
Days Cash on hand - 30.00	93.92	90.58	90.58	93.92	110.00
Met or Exceeded Target					
Within 10% of Target					
Not Within 10%					

**Statement of Cash Flows**  
**Hazel Hawkins Memorial Hospital**  
**Hollister, CA**  
**Nine months ending March 31, 2026**

	CASH FLOW		COMMENTS
	Current Month 3/31/2026	Current Year-To-Date 3/31/2026	
<b>CASH FLOWS FROM OPERATING ACTIVITIES:</b>			
Net Income (Loss)	\$430,056	\$9,845,965	
Adjustments to Reconcile Net Income to Net Cash Provided by Operating Activities:			
Depreciation	362,245	3,209,779	
(Increase)/Decrease in Net Patient Accounts Receivable	60,326	(1,976,232)	
(Increase)/Decrease in Other Receivables	(1,296,052)	(6,729,997)	
(Increase)/Decrease in Inventories	(5,937)	(60,438)	
(Increase)/Decrease in Pre-Paid Expenses	288,682	154,681	
(Increase)/Decrease in Due From Third Parties	0	0	
Increase/(Decrease) in Accounts Payable	(12,855)	1,232,293	
Increase/(Decrease) in Notes and Loans Payable	0	0	
Increase/(Decrease) in Accrued Payroll and Benefits	810,828	(1,355,730)	
Increase/(Decrease) in Accrued Expenses	6,536	(29,042)	
Increase/(Decrease) in Patient Refunds Payable	10,012	10,011	
Increase/(Decrease) in Third Party Advances/Liabilities	4,356,222	600,837	
Increase/(Decrease) in Other Current Liabilities	(22,992)	38,665	
<b>Net Cash Provided by Operating Activities:</b>	<b>4,557,025</b>	<b>(4,905,173)</b>	Semi-Annual Int. - 2005 GO & 2021 Revenue Bonds
<b>CASH FLOWS FROM INVESTING ACTIVITIES:</b>			
Purchase of Property, Plant and Equipment	(829,715)	(6,370,060)	
(Increase)/Decrease in Limited Use Cash and Investments	0	0	
(Increase)/Decrease in Other Limited Use Assets	1,583,642	(825,488)	Bond Principal & Int Payment - 2014 (2005) & 2021 Bonds
(Increase)/Decrease in Other Assets	5,742	51,678	Amortization
<b>Net Cash Used by Investing Activities</b>	<b>759,669</b>	<b>(7,143,870)</b>	
<b>CASH FLOWS FROM FINANCING ACTIVITIES:</b>			
Increase/(Decrease) in Capital Lease Debt	(57,009)	(162,663)	
Increase/(Decrease) in Bond Mortgage Debt	(1,628,520)	(1,856,680)	2014 GO Principal & Refinancing of 2013 Bonds with 2021 Bonds
Increase/(Decrease) in Other Long Term Liabilities	(200,000)	(1,800,000)	Long Term Pension Liability
<b>Net Cash Used for Financing Activities</b>	<b>(1,885,529)</b>	<b>(3,819,343)</b>	
<b>(INCREASE)/DECREASE IN RESTRICTED ASSETS</b>	<b>0</b>	<b>(49,886)</b>	
<b>Net Increase/(Decrease) in Cash</b>	<b>3,861,221</b>	<b>(6,072,307)</b>	
Cash, Beginning of Period	36,736,669	46,670,217	
<b>Cash, End of Period</b>	<b>\$40,597,910</b>	<b>\$40,597,910</b>	\$0

Cost per day to run the District	\$448,207	\$41,866,134	Budgeted Cash on Hand
Operational Days Cash on Hand	90.58	(\$1,268,224)	Variance

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

Payor	Actual FY 2026	Actual FY 2025	Notes:
<b>Intergovernmental Transfer Programs:</b>			
- AB 113 Non-Designated Public Hospital (NDPH) SFY 2023/2024 Final Payment SFY 2024/2025	202,500	39,795	Requires District to fund program and wait for matching return.
SFY 2024/2025 Interim SFY 2025/2026	202,500	305,302	IGT due April 2026. Expect payment by June 2025.
- SB 239 Hospital Quality Assurance Fund (HQAF) CY 2025	2,160,000	2,407,056	IGT due April 2026. Expect payment by June 2025.
- Rate Range Jan. 1, 2023 through Dec. 31, 2023	-	1,339,141	Paid IGT of \$1,067,193 in April. Rec. in May.
- Rate Range Jan. 1, 2024 through Dec. 31, 2024	2,911,769	-	Received in February 2025.
- QIP PY 6 Settlement CY 2023	-	4,311,260	Received on January 13, 2026. Higher than prior year in place of AB 915.
- QIP PY 7 Settlement "Interim" Payment for CY 2024	2,249,573	-	Sent IGT of \$2,342,379 in March. Rec. in May.
- QIP PY 7 Settlement "Final" Payment for CY 2024	2,249,573	-	Funded IGT on Aug. 22nd, \$900,434.15. Rec'd in Oct. 2025.
- District Hospital Directed Payments (DHDP) CY 2024	643,091	710,853	Funded IGT due Feb/Mar 2026, Rec. funding Apr/May 2026.
- QIP PY 5 Loan Repayment	-	(3,090,086)	Funded IGT on Aug. 22nd, \$379,041.08. Expect payment in Oct/Nov '25. Paid on December 9, 2024.
<b>IGT sub-total</b>	<b>10,619,006</b>	<b>6,023,320</b>	
<b>Non-Intergovernmental Transfer Programs:</b>			
- AB 915 SY 2024-25	-	1,802,585	Direct Payments. Received on March 17, 2025. Based on FFS. County now under CCAH.
- SB 239 Hospital Quality Assurance Fund (HQAF)	-	1,069,577	Rec. Sep. 4, 2024.
- SB 239 Hospital Quality Assurance Fund (HQAF) VIII	-	1,081,621	Expected to Rec. 4th qtr payment by June 30, 2025.
- SB 239 Hospital Quality Assurance Fund (HQAF) VIII	-	3,244,863	Rec'd 1st, 2nd, & 3rd Qtr payments YTD.
- SB 239 Hospital Quality Assurance Fund (HQAF) IX	2,380,004	-	Qtrly Pmts reduced by 45% and not expected this fiscal year.
- Distinct Part, Nursing Facility (DP/NF)	-	-	Based on actual cost difference.
- Medi-Cal Disproportionate Share (DSH)	1,170,657	1,260,151	H.R. 1 reduction of 60% delayed until FY 2028.
<b>Non-IGT sub-total</b>	<b>3,550,661</b>	<b>8,458,797</b>	
<b>Program Grand Totals</b>	<b>14,169,667</b>	<b>14,482,117</b>	
Total Received	6,975,090	17,572,203	
Total Pending	7,194,577	-	
Total Paid	-	(3,090,086)	
Net Supplemental Payments	14,169,667	14,482,117	

**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	Actual January 2026	Actual February 2026	Actual 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	\$ 12,942,428	\$ 10,645,938	\$ 12,885,065	\$ 13,362,928	\$ 13,293,374	\$ 12,799,521	\$ 150,300,073
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	4,643,567	(2,905,751)	4,564,373	333,361	308,361	9,493,361	19,919,321
<b>Total Cash Receipts</b>	<b>13,593,766</b>	<b>10,497,987</b>	<b>13,039,565</b>	<b>15,926,780</b>	<b>9,516,982</b>	<b>15,277,787</b>	<b>17,585,995</b>	<b>7,740,187</b>	<b>17,449,438</b>	<b>13,696,289</b>	<b>13,601,735</b>	<b>22,292,863</b>	<b>170,219,394</b>
Operating Cash Disbursements	13,352,042	14,367,411	12,892,496	12,655,969	11,894,728	12,863,713	15,948,795	12,518,661	12,352,519	13,594,014	13,913,361	13,522,357	159,877,066
Defined Benefit Pension Funding	-	-	-	-	-	1,200,000	200,000	200,000	200,000	200,000	200,000	200,000	2,400,000
<b>Operating Cash Flow</b>	<b>241,724</b>	<b>(3,869,424)</b>	<b>147,069</b>	<b>3,270,811</b>	<b>(2,377,746)</b>	<b>1,214,074</b>	<b>1,436,200</b>	<b>(4,978,474)</b>	<b>4,896,919</b>	<b>(97,725)</b>	<b>(511,626)</b>	<b>8,570,526</b>	<b>7,942,328</b>
Other Non-Operating Revenue/Expenses:													
Property Taxes - Revenue	(342,905)	(306,092)	(714,187)	(748,835)	(817,991)	(1,249,665)	(763,338)	(597,332)	(829,715)	(250,000)	(250,000)	(250,000)	3,309,920
Capital Expenditures	(155,983)	(155,983)	(155,983)	(155,983)	(155,983)	(155,983)	(155,983)	(155,983)	(155,983)	(150,650)	(150,650)	(150,650)	(7,120,060)
2021 Revenue Bonds Expense	(257,164)	(4,331,499)	(723,101)	(2,365,993)	(3,351,720)	1,628,881	516,879	(5,731,789)	3,911,221	(498,375)	577,188	8,169,876	(1,855,800)
<b>Net Cash Flow</b>	<b>-2%</b>	<b>-41%</b>	<b>-6%</b>	<b>15%</b>	<b>-35%</b>	<b>11%</b>	<b>3%</b>	<b>-74%</b>	<b>22%</b>	<b>-4%</b>	<b>4%</b>	<b>37%</b>	<b>2,276,388</b>
% of Revenue													
<b>Beginning Cash Balance</b>	<b>\$ 46,670,211</b>	<b>\$ 46,413,047</b>	<b>\$ 42,081,547</b>	<b>\$ 41,358,446</b>	<b>\$ 43,724,439</b>	<b>\$ 40,372,718</b>	<b>\$ 42,001,600</b>	<b>\$ 42,518,478</b>	<b>\$ 36,736,689</b>	<b>\$ 40,597,910</b>	<b>\$ 40,049,535</b>	<b>\$ 40,576,723</b>	<b>\$ 46,670,211</b>
Net Cash Flow	(257,164)	(4,331,499)	(723,101)	2,365,993	(3,351,720)	1,628,881	516,879	(5,731,789)	3,911,221	(498,375)	577,188	8,169,876	2,276,388
DHLP Funding - Loan (Separate Acct.)	-	-	-	-	-	-	-	-	-	-	-	-	-
Usage of DHLP	-	-	-	-	-	-	-	-	-	-	-	-	-
Less: Repayment (from Operational funds)	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Ending Cash Balance</b>	<b>\$ 46,413,047</b>	<b>\$ 42,081,547</b>	<b>\$ 41,358,446</b>	<b>\$ 43,724,439</b>	<b>\$ 40,372,718</b>	<b>\$ 42,001,600</b>	<b>\$ 42,518,478</b>	<b>\$ 36,736,689</b>	<b>\$ 40,597,910</b>	<b>\$ 40,049,535</b>	<b>\$ 40,576,723</b>	<b>\$ 48,696,599</b>	<b>(250,000)</b>
FYE June 30, 2026 Budget	42,866,585	42,364,666	41,627,055	41,233,677	38,889,950	39,430,565	38,992,045	42,503,566	41,866,134	41,582,574	44,466,658	49,241,349	49,241,349
Variance	3,546,482	(283,119)	(268,609)	2,490,762	1,482,768	2,571,035	3,526,433	(5,766,877)	(1,268,224)	(1,533,039)	(3,889,935)	(544,750)	(544,750)

- 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.

## AMENDMENT TO AGREEMENT

This Amendment is entered into by and between **Press Ganey Associates LLC** (d/b/a Press Ganey Associates, Inc.) ("Press Ganey") and **Hazel Hawkins Memorial Hospital** ("Client") (and together with Press Ganey, the "Parties") as of July 1, 2026 ("Amendment Effective Date").

**WHEREAS**, the Parties have entered into a Master Services Agreement effective July 1, 2022, as amended (the "Agreement"); and

**WHEREAS**, the Parties desire to amend the Agreement with the terms and conditions set forth herein; and

**NOW THEREFORE**, in consideration of the premises set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Amendments to the Agreement.** As of the Amendment Effective Date, the Agreement is hereby amended as follows:
  - a. Section 3 (TERM) is hereby repealed and replaced with Section 3 as follows:
    3. **TERM.** The initial term of this Agreement shall commence on July 1, 2026 and continue for sixty (60) months therefrom (the "Initial Term"). This Agreement shall renew automatically for successive one (1) year periods (each a "Subsequent Term," and together with Initial Term, the "Term") on the expiration date of the Initial Term or Subsequent Term, as the case may be, at prevailing prices unless either Party provides the other Party ninety (90) days advance written notice of nonrenewal. Notwithstanding the forgoing, this Agreement shall automatically extend and continue to govern for so long as a SOW remains in effect or an aspect of delivery of the Services described in a SOW remains outstanding, including but not limited to as described in Section 13(d).
  - b. Section 16 (MISCELLANEOUS), is hereby modified to include subsection (k) as follows:
    - k. **Generative AI.** Press Ganey may use Generative AI (as defined below) in connection with the Services. As used herein, "Generative AI" means any artificial intelligence technology deployed in a private environment only accessible by Press Ganey, that generates content or insights based on patterns in data, including but not limited to language models. Press Ganey represents, warrants and covenants that all Generative AI technology utilized in connection with the Services provided under this Agreement shall incorporate and maintain appropriate human-in-the-loop (HITL) mechanisms to ensure the accuracy, reliability, and appropriateness of any outputs, recommendations, or determinations made by such Generative AI technology. Press Ganey further represents, warrants and covenants that any Generative AI utilized in connection with the Services is designed with the intention to avoid discrimination, bias and hallucinations that could adversely impact such outputs, recommendations, or determinations.
  - c. Exhibit A (Patient Experience Mid-Market Statement of Work) is hereby repealed and replaced with Exhibit A (Patient Experience Statement of Work), affixed hereto.

- d. Exhibit B (Outpatient and Ambulatory Surgery CAHPS Regulatory Survey Statement of Work) is hereby repealed and replaced with Exhibit B (Outpatient and Ambulatory Surgery CAHPS Regulatory Survey Statement of Work), affixed hereto.
  - e. Attachment A is hereby repealed and replaced with Attachment A, affixed hereto.
2. **Limited Effect.** Except as expressly provided in this Amendment, all of the terms and provisions of the Agreement are and will remain in full force and effect and are hereby ratified and confirmed by the Parties. On and after the Effective Date, each reference in the Agreement to “this Agreement,” “the Agreement,” “hereunder,” “hereof,” “herein” or words of like import, and each reference to the Agreement in any other agreements, documents or instruments executed and delivered pursuant to, or in connection with, the Agreement, will mean and be a reference to the Agreement as supplemented by this Amendment.
3. **Conflicts.** To the extent there is a conflict between the terms of this Amendment and the Agreement, the terms of this Amendment shall control.

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the Amendment Effective Date.

<b>HAZEL HAWKINS MEMORIAL HOSPITAL (Client #33418)</b>	<b>PRESS GANEY ASSOCIATES LLC (D/B/A PRESS GANEY ASSOCIATES, INC.)</b>
<b>By:</b>	<b>By:</b>
<b>Name:</b>	<b>Name:</b>
<b>Title:</b>	<b>Title:</b>
<b>Date:</b>	<b>Date:</b>

**EXHIBIT A  
PATIENT EXPERIENCE  
STATEMENT OF WORK**

This Statement of Work (“SOW”) is entered into as of **July 1, 2026** (“Effective Date”) by and between **Press Ganey Associates LLC** (d/b/a Press Ganey Associates, Inc.), an Indiana limited liability company (“Press Ganey”) and **Hazel Hawkins Memorial Hospital** (“Client,” and together with Press Ganey, the “Parties”) pursuant to and subject to the terms and conditions of the Master Services Agreement between the Parties effective July 1, 2022, as amended (the “MSA”). Capitalized terms not defined in this SOW will have the meanings assigned to them in the MSA.

**1. SERVICE SUMMARY.**

a. Patient Experience Survey Products. Press Ganey shall use commercially reasonable efforts to:

- Create and send multiple versions of the survey tool, as necessary and as requested by Client.
- Conduct multiple wave surveying services to satisfy Client’s participation requirements, pursuant to applicable initiatives set forth in the Consumer Assessment of Health Providers and Systems, sponsored by the Centers for Medicare and Medicaid Services, if applicable.
- Provide access to survey images and recordings, if available and permitted based on CMS guidelines.
- Offer Client the ability to monitor the number of surveys administered, returned, and completed.
- Transcribe all patient survey comments made in English and Spanish collected via mail or telephone verbatim (most grammar mistakes would not be corrected) and apply a comment rating to each comment.
- Apply a comment rating to each eSurvey comment made in English and Spanish using a sentiment analysis software algorithm.

b. Patient Experience Reports. Press Ganey shall use commercially reasonable efforts to:

- Provide a worldwide, royalty-free, non-exclusive, limited, non-transferable, non-assignable, non-sublicensable license to use Press Ganey’s Patient Experience web-based application(s), for an unlimited number of users at each facility; client must designate a primary root user who will be responsible for user access and management of adding, maintaining and deleting users for their organization. For the avoidance of doubt, Client shall have no right or license to use any source code associated with the application and agrees not to reverse engineer the application or otherwise attempt to obtain the source code for the application or make any other use of the application except as authorized by Press Ganey in writing;
- Provide reporting of patient experience results that include, but are not limited to:
  - (1) Dashboard of CAHPS performance. for standard time periods.
  - (2) Interactive reporting, including the ability to create configurable data views
  - (3) Benchmarking to allow organizational comparison with selected peer groups
  - (4) Improvement priorities
  - (5) Comment reports
- Make comments available for review through the web-based application and provide the capability for Client’s designated staff to review comments containing concerning content through specialized reporting, also referred to as “Hot Comments”. The determination regarding the content to be flagged by the Hot Comments functionality requires Client’s input. Client acknowledges that (i) Press Ganey does not guarantee that Hot Comments will identify all content that Client considers to be concerning and (ii) Press Ganey has no obligation to flag comments for any reason.

- Provide additional reports through the web-based application on a monthly, quarterly, or annual basis upon Client's request. There may be a fee associated with these additional reports.
- c. Midmarket Expert Support. Press Ganey will provide a healthcare expert to virtually support Client in the following activities:
- Advise in the development and promotion of patient experience strategy
  - Advise on data interpretation, goal setting, and data management
  - Provide training and education
  - Share best practices, toolkits, and Press Ganey publications
  - Facilitate networking

Mutually agreed upon onsite days will be charged at a fee of \$3500 per day and Travel expenses for onsite visits will be billed as incurred.

If onsite days are provided, these days can be scheduled in 4- or 8-hour increments only.

- d. Application Support. Press Ganey shall use commercially reasonable efforts to provide access to support specialists who will:
- Work collaboratively with client on the implementation of new survey products and continuous on-going support:
  - Cooperate with client to determine survey customization that aligns with organizational goals and initiatives. Survey customizations can be made once annually.
  - Recommend appropriate sampling strategies aimed toward obtaining actionable data. Client may request sampling adjustments quarterly, and Press Ganey will cooperate with Client to determine whether the requested adjustment is recommended.
  - Collaborate with client and other Press Ganey staff to align inbound data with expected reporting outputs that drive improvement initiatives.
  - Provide reasonably detailed information from audits proactively performed in connection with Client setup and otherwise throughout the term of the SOW to guide compliance with CAHPS regulations and guidelines. Client acknowledges that this is not an assurance of compliance with any federal and/or state laws, regulations, or requirements. Client understands that it has a separate and distinct non-delegable legal obligation to comply with all federal and/or state laws, regulations or requirements and Press Ganey is not liable for Client's failure to comply with these requirements.
- e. Client Support Desk. Press Ganey shall use commercially reasonable efforts to provide access to our client support desk who will:
- Provide virtual, real time client user assistance, Monday – Friday, 8:00 am – 8:00 pm EST.

**2. DATA COLLECTION METHODOLOGY.** Provided that Client is in compliance with its obligations under Section 4, Press Ganey shall use commercially reasonable efforts to:

- a. InfoTurn Surveying (Mail Methodology). Press Ganey shall:
- Provide surveys and accompanying cover letters for each contracted patient survey service;
  - Provide surveys and a return, business reply envelope with each mailing;

- Complete mailings within three (3) business days of receipt of electronic patient data;
  - Provide access to scanned survey images within three (3) business days of their return via the PG Application; and
  - Transcribe all survey comments made in English within five (5) business days of Press Ganey's receipt, if Client has contracted for Press Ganey's "Comments Service".
- b. Email & Mail Digital-First Surveying (CMS Web with Mail mixed-mode methodology). Press Ganey shall:
- Adhere to the administration modes, timing, and wave pattern prescribed by CMS for CAHPS web with mail mixed-mode methodology;
  - Sample for the minimum number of returns required for the CAHPS program (the "Program");
- c. eSurvey Blend with Text Invitation (Electronic Internet Surveying).
- Send and process mail survey first before sending one SMS text invitation and/or email notifications to all survey takers who provide a mobile number or email address to Client, provided that Client has obtained valid "prior express consent" or "prior express written consent," as applicable, from such survey takers in accordance with its obligations under Section 4 herein;
  - Enter survey results into the Press Ganey database and make them available for viewing via the PG Application within three (3) business days following submission.

### 3. SERVICE ASSURANCE.

- a. Press Ganey Hours of Operations: Monday – Friday, 8:00 am – 8:00 pm EST.
- b. Press Ganey Holidays. Press Ganey recognizes the following ten (10) holidays, and all offices are closed on these days or their days of observance:
- New Year's Day (January 1)
  - Martin Luther King Day (third Monday in January)
  - Memorial Day (last Monday in May)
  - Juneteenth (June 19)
  - Independence Day (July 4)
  - Labor Day (first Monday in September)
  - Thanksgiving (fourth Thursday in November)
  - Day after Thanksgiving
  - Christmas Eve (December 24)
  - Christmas (December 25)
- c. Federal Closures. Press Ganey services may be impacted by federal closures, such as federal holidays, federal shutdown, states of emergency, severe weather, or natural disaster. Every reasonable effort will be made to notify the Client and return to normal business operations once the federal closure ends. The timing for this return to normal business operations will be dependent upon the cause and duration of the closure as well as the resulting aftermath. Information on these closures may be found at [www.pressganey.com/terms](http://www.pressganey.com/terms).
- d. Other Closures. There may be occasions where Press Ganey closes all offices, such as for a corporate meeting or a day of community service. If these instances occur, the client will be

notified by Press Ganey a minimum of thirty (30) days in advance of such a closure. Information on these closures may be found at [www.pressganey.com/terms](http://www.pressganey.com/terms).

**4. CLIENT RESPONSIBILITIES.** Client shall at all times during the Term:

- Comply with certain hardware and software requirements to receive Press Ganey's online services, as amended from time to time, which requirements may be found at [www.pressganey.com/terms](http://www.pressganey.com/terms);
- If using Digital First methodology – ensure that valid and up-to-date email addresses for encounters at the Facility are captured, stored, and transmitted to Press Ganey.
- Designate a primary root user for the Press Ganey Online System and Applications that is responsible for user access and management of users within their organization.
- Upon the departure of an employee from Client's facility, immediately terminate their access to Press Ganey Applications and other Press Ganey systems;
- Obtain any and all patient consents, authorizations, and/or approvals required by applicable U.S. federal and state laws, rules, regulations, policy, or industry guidelines to enable Press Ganey to execute its obligations under this Agreement, including but not limited to privacy policies, laws regarding the transfer and/or transmission of data, the Telemarketing Sales Rule and the Telephone Consumer Protection Act (the "TCPA"), and the CTIA Short Code Handbook.
- If Client is receiving Text Invitation services, ensure that the Patient providing the "prior express consent" or "prior express written consent" to send texts to a telephone number as required by the TCPA, that Patient is the current subscriber or customary user for that telephone number, and that the consent obtained from such Patient/subscriber has not been revoked.
- Ensure that the email addresses provided to Press Ganey are currently assigned to the designated Patient and that no Patient has opted out or unsubscribed from receiving emails from Client.
- Comply with the requirements of sampling strategy and survey distribution methodology. Client recognizes that a common distribution methodology must be used in order to avoid bias, enable comparative data to be valid, and meet the highest standards of reporting. Additionally, Client acknowledges that reporting standards require that a minimum number of surveys must be returned before a statistically-valid report can be issued by Press Ganey. The minimum requirement for small hospital databases and for other services not mentioned below is thirty (30) returned surveys. The minimum requirements for the large hospital comparative databases are as follows:
  - Inpatient – one hundred and seventy-five (175)
  - Pediatric Inpatient – one hundred and forty-two (142)
  - Emergency Room – one hundred and forty-five (145)
  - Ambulatory Surgery – one hundred and six (106)
  - Medical Practice – thirty (30)
  - Outpatient Services – one hundred and forty-nine (149)

**5. ACKNOWLEDGEMENT; DISCLAIMER.** THE PARTIES AGREE THAT FOR PURPOSES OF THE TCPA, PRESS GANEY SHALL BE DEEMED TO BE CONTACTING PATIENTS AT THE CLIENT'S DIRECTION, UNDER THE CLIENT'S SUPERVISION, AND FOR THE CLIENT'S BENEFIT AND CLIENT SHALL HAVE SOLE RESPONSIBILITY TO OBTAIN ANY AND ALL NECESSARY CONSENTS FROM PATIENTS AS DEFINED UNDER THE TCPA.

**6. PAYMENT TERMS.**

- a. Contract fees are as indicated on **Attachment A**.

IN WITNESS WHEREOF, the undersigned have executed this SOW effective as of the Effective Date.

<b>HAZEL HAWKINS MEMORIAL HOSPITAL (Client #33418)</b>	<b>PRESS GANEY ASSOCIATES LLC (D/B/A PRESS GANEY ASSOCIATES, INC.)</b>
<b>By:</b>	<b>By:</b>
<b>Name:</b>	<b>Name:</b>
<b>Title:</b>	<b>Title:</b>
<b>Date:</b>	<b>Date:</b>

**EXHIBIT B  
OUTPATIENT AND AMBULATORY SURGERY  
CAHPS REGULATORY SURVEY  
STATEMENT OF WORK**

This Statement of Work (“SOW”) is entered into as of July 1, 2026 (“Effective Date”) by and between **Press Ganey Associates LLC (d/b/a Press Ganey Associates, Inc.)**, an Indiana limited liability company (“Press Ganey”) and **Hazel Hawkins Memorial Hospital** (“Client,” and together with Press Ganey, the “Parties”) pursuant to and subject to the terms and conditions of the Master Services Agreement between the Parties effective July 1, 2022, as amended (the “MSA”). Capitalized terms not defined in this SOW will have the meanings assigned to them in the MSA.

**1. SERVICE SUMMARY.**

- a. Press Ganey shall use commercially reasonable efforts to:
- Create and send multiple versions of the survey tool, as necessary and as requested by Client;
    - The Outpatient and Ambulatory Surgery CAHPS (“OAS CAHPS”) portion of the survey cannot be altered. Supplemental questions must comply with the Centers for Medicare and Medicaid Services (“CMS”) guidelines.
  - Follow the procedures and specifications as prescribed by CMS
    - Administer the survey based on the timelines prescribed by CMS for each contracted OAS CAHPS client, if Client has transmitted data to Press Ganey by the defined data submission deadline;
      - An OAS CAHPS client/facility is defined as a single CMS Certification Number (CCN)
    - Submit data to CMS at specified time
    - Limit patient level data to protect respondent identity
  - Provide access to survey images or interview recordings, if respondent provides consent to share their identity linked to their responses;
  - Provide a worldwide, royalty-free non-exclusive, limited, non-transferable, non-assignable, non-sublicensable license to use Press Ganey’s Patient Experience web-based application(s), for an unlimited number of users at each facility; client must designate a primary root user who will be responsible for user access and management of adding, maintaining and deleting users for their organization. For the avoidance of doubt, Client shall have no right or license to use any source code associated with the application and agrees not to reverse engineer the application or otherwise attempt to obtain the source code for the application or make any other use of the application except as authorized by Press Ganey in writing;
  - Offer Client the ability to monitor the number of surveys administered and returned;
  - Provide the opportunity to review recommendations and other content for improvement related to major service lines located in the Press Ganey Solution Starter;
  - Provide access to Press Ganey’s Online Community – an information exchange forum that allows facilities to review industry best practices and collaborative solutions for improving patient satisfaction;
  - Offer educational networking opportunities with other Press Ganey clients through the National Client Conference and Regional Education Symposiums; and
  - Provide subscriptions to Press Ganey publications.

- b. Patient Survey Comments. Press Ganey shall use commercially reasonable efforts to:

- Transcribe all patient survey comments made in English collected via mail or telephone verbatim (most grammar mistakes will not be corrected) and make comments available for review through the PG Application, and permit Client's designated staff to review "Hot Comments" in real-time through Press Ganey's "Real Time Comments" application;
- Provide additional reports through the PG Application on a monthly, quarterly or annual basis upon Client's request; and

c. Advisor Support. Press Ganey will provide Patient Experience Advisory support as outlined in Exhibit A.

Mutually agreed upon onsite days will be charged at a fee of \$3500 per day and Travel expenses for onsite visits will be billed as incurred.

If onsite days are provided, these days can be scheduled in 4- or 8-hour increments only.

d. Application Support. Press Ganey shall use commercially reasonable efforts to provide access to support specialists who will:

- Work collaboratively with client on the implementation of new survey products and continuous on-going support:
- Cooperate with client to determine survey customization that aligns with organizational goals and initiatives. Survey customizations can be made once annually.
- Recommend appropriate sampling strategies aimed toward obtaining actionable data. Client may request sampling adjustments quarterly, and Press Ganey will cooperate with Client to determine whether the requested adjustment is recommended.
- Collaborate with client and other Press Ganey staff to align inbound data with expected reporting outputs that drive improvement initiatives.
- Provide reasonably detailed information from audits proactively performed in connection with Client setup and otherwise throughout the term of the SOW to guide compliance with CAHPS regulations and guidelines. Client acknowledges that this is not an assurance of compliance with any federal and/or state laws, regulations, or requirements. Client understands that it has a separate and distinct non-delegable legal obligation to comply with all federal and/or state laws, regulations or requirements and Press Ganey is not liable for Client's failure to comply with these requirements.

**2. DATA COLLECTION METHODOLOGY.** Provided that Client is in compliance with its obligations under Section 4, Press Ganey shall use commercially reasonable efforts to:

a. Mail Surveying (CMS Mail Methodology). Press Ganey shall:

- Adhere to the administration modes, timing, and wave pattern prescribed by CMS for the OAS CAHPS mail methodology.
- Sample for the minimum number of returns required for the OAS CAHPS program (the "Program");

b. Email & Mail Digital-First Surveying (CMS Web with Mail mixed-mode methodology). Press Ganey shall:

- Adhere to the administration modes, timing, and wave pattern prescribed by CMS for the OAS CAHPS web with mail mixed-mode methodology;
- Sample for the minimum number of returns required for the OAS CAHPS program (the "Program");

- c. eSurvey Blend with Text Invitation (Electronic Internet Surveying). (Unofficial -non-regulatory)
  - Send and process regulatory survey first. Any patient not selected for the regulatory survey will receive one SMS text invitation and/or email notifications to all survey takers who provide a mobile number or email address to Client, provided that Client has obtained valid “prior express consent” or “prior express written consent,” as applicable, from such survey takers in accordance with its obligations under Section 4 herein;
  - Enter survey results into the Press Ganey database and make them available for viewing via the PG Application within three (3) business days following submission.

### 3. SERVICE ASSURANCE.

- a. Press Ganey Hours of Operations. Press Ganey shall provide access to our associates Monday – Friday, 8:00 am – 8:00 pm EST.
- b. Press Ganey Holidays. Press Ganey recognizes the following ten (10) holidays and all offices are closed on these days or their days of observance:
  - New Year’s Day (January 1)
  - Martin Luther King Day (third Monday in January)
  - Memorial Day (last Monday in May)
  - Juneteenth (June 19)
  - Independence Day (July 4)
  - Labor Day (first Monday in September)
  - Thanksgiving (fourth Thursday in November)
  - Day after Thanksgiving
  - Christmas Eve (December 24)
  - Christmas (December 25)
- c. Federal Closures. Press Ganey services may be impacted by federal closures, such as federal holidays, federal shutdown, states of emergency, severe weather, or natural disaster. Every effort will be made to notify the Client and return to normal business operations once the federal closure ends. The timing for this return to normal business operations will be dependent upon the cause and duration of the closure as well as the resulting aftermath. Information on these closures may be found at [www.pressganey.com/terms](http://www.pressganey.com/terms).
- d. Other Closures. There may be occasions where Press Ganey closes all offices, such as for a corporate meeting or a day of community service. If these instances occur, the client will be notified by Press Ganey a minimum of thirty (30) days in advance of such a closure. Information on these closures may be found at [www.pressganey.com/terms](http://www.pressganey.com/terms).

### 4. CLIENT RESPONSIBILITIES. Client shall at all times during the Term:

- Comply with all CMS OAS CAHPS standards and guidelines;
  - If using Digital First methodology – ensure that valid and up-to-date email addresses for encounters at the Facility are captured, stored, and transmitted to Press Ganey.
- Provide a list of patients in a data file by the data submission deadline established by Press Ganey. The data file must conform to Press Ganey file specifications;
  - If client chooses to stratify their sample, ensure that each stratification group has a minimum of ten (10) patients to sample per month.
- According to the CAHPS Quality Assurance Guidelines a Client may only change CAHPS vendors at the beginning of a calendar quarter. Therefore, any cancellation will not be valid until after data submission to CMS has been completed for applicable calendar quarter.
- Include the Press Ganey copyright on each survey;
- Recognize that clients are prohibited from altering the OAS CAHPS survey including dropping standard questions or changing the rating scale;

- Comply with certain hardware and software requirements to receive Press Ganey’s online services, as amended from time to time, which requirements may be found at [www.pressganey.com/terms](http://www.pressganey.com/terms);
- Designate a root user for the Press Ganey Online System and Applications that is responsible for user access and management of users within the organization;
- Upon the departure of an employee from Client’s facility, immediately terminate their access to Press Ganey Applications and other Press Ganey systems;
- Comply with the requirements of sampling strategy and survey distribution methodology. Client recognizes that a common distribution methodology must be used in order to avoid bias, enable comparative data to be valid, and meet the highest standards of reporting. Additionally, Client acknowledges that reporting standards require that a minimum number of surveys must be returned before a statistically-valid report can be issued by Press Ganey. The minimum requirement for this service is thirty (30) returned surveys. Demographic information cannot be provided with less than eleven (11) responses.
- Obtain any and all patient consents, authorizations, and/or approvals required by applicable U.S. federal and state laws, rules, regulations, policy, or industry guidelines to enable Press Ganey to execute its obligations under this Agreement, including but not limited to privacy policies, laws regarding the transfer and/or transmission of data, the Telemarketing Sales Rule and the Telephone Consumer Protection Act (the “TCPA”), and the CTIA Short Code Handbook.
- If Client is receiving Text Invitation services, ensure that the Patient providing the “prior express consent” or “prior express written consent” to send texts to a telephone number as required by the TCPA, that Patient is the current subscriber or customary user for that telephone number, and that the consent obtained from such Patient/subscriber has not been revoked.

**5. ACKNOWLEDGEMENT; DISCLAIMER.** THE PARTIES AGREE THAT FOR PURPOSES OF THE TCPA, PRESS GANEY SHALL BE DEEMED TO BE CONTACTING PATIENTS AT THE CLIENT’S DIRECTION, UNDER THE CLIENT’S SUPERVISION, AND FOR THE CLIENT’S BENEFIT AND CLIENT SHALL HAVE SOLE RESPONSIBILITY TO OBTAIN ANY AND ALL NECESSARY CONSENTS FROM PATIENTS AS DEFINED UNDER THE TCPA.

**6. PAYMENT TERMS.**

- a. Contract fees are as indicated on **Attachment A**.

IN WITNESS WHEREOF, the undersigned have executed this Statement of Work as of the Effective Date.

HAZEL HAWKINS MEMORIAL HOSPITAL (Client #33418)	PRESS GANEY ASSOCIATES LLC (D/B/A PRESS GANEY ASSOCIATES, INC.)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

## ATTACHMENT A

1. Beginning July 1, 2026, Client shall pay Press Ganey an annual contract fee of \$74,700.00 ("Annual Fee") for the services outlined below which will be invoiced and payable upfront quarterly.

The Annual Fee includes:

- i. Up to 6,100 mailed surveys annually through the United States Postal Service for the services of:
    - Ambulatory Surgery with OAS CAHPS
    - Inpatient with HCAHPS
  - ii. Unlimited email invitations and one text invitation per patient encounter for the services of:
    - Ambulatory Surgery with OAS CAHPS
    - Inpatient
    - Medical Practice (provider-fixed)
    - Emergency Department
    - Outpatient
  - iii. Digital First (web/mail) surveying for the services of:
    - Ambulatory Surgery with OAS CAHPS
    - Inpatient with HCAHPS
  - iv. Comment processing
  - v. Up to 50 Medical Practice Providers
2. Surveys mailed over the included annual amount will be invoiced monthly as incurred at a rate of \$4.51 per survey, plus any annual increases allowed under the Agreement.
  3. Upon written notification to Press Ganey, additional Medical Practice providers may be added at an annual rate of \$500.00 per provider, plus any annual increases allowed under the Agreement. Each additional provider shall receive comment processing, unlimited email invitations, and one text invitation per patient encounter.
  4. Up to two (2) complimentary registrations to Press Ganey Human Experience Conference annually.
  5. All fees during the Initial Term of the Agreement will increase three percent (3%) per year and will continue to be invoiced upfront quarterly.
  6. Additional facilities and services may be added upon mutual written agreement of the Parties at mutually agreed upon pricing.



FIRST AMENDMENT TO PHARMACY AGREEMENT

This first amendment to the Pharmacy Agreement ("First Amendment") is entered into by and between Cardinal Health Pharmacy Services, LLC, a Delaware limited liability company, located at 13651 Dublin Ct., Stafford, Texas 77477 ("Cardinal Health"), and Hazel Hawkins Memorial Hospital, located at 911 Sunset Drive, Hollister, California 95023 ("Customer"). Cardinal Health and Customer are sometimes individually referred to as ("Party"), or collectively referred to as ("Parties") within the terms of this First Amendment.

WHEREAS, Cardinal Health and Customer are parties to that certain Pharmacy Agreement, with an Effective Date of January 1, 2022, as may be revised and amended from time to time (the "Agreement");

WHEREAS, Cardinal Health and Customer wish to amend the Agreement as hereinafter set forth;

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

1. Term of Agreement. Section 4.01, Term of Agreement, is hereby deleted in its entirety and replaced with Section 4.01 herein.

4.01 Term of Agreement The term of this Agreement shall continue through April 30, 2029 (the "Initial Term"), unless subject to earlier termination as set forth in the Agreement. This Agreement shall be renewed for up to two (2) successive two (2) year periods upon the same terms and conditions contained herein unless either Party notifies the other in writing no later than ninety (90) days prior to the end of the Initial Term of its intent not to renew.

2. All terms and conditions of the Agreement not supplanted or supplemented herein shall remain unaltered and in full force and effect. To the extent that there is any conflict between this First Amendment and the Agreement, this First Amendment shall control.

3. This First Amendment may be executed in one or more counterparts, each of which shall constitute an original, but all of which together shall constitute one instrument. Signatures to this First Amendment may be delivered by electronic mail (e.g., a "pdf" file) or by any other electronic means that is intended to preserve the original appearance of the document, and such delivery will have the same effect as the delivery of the paper document bearing the actual, handwritten signatures.

4. This First Amendment to the Pharmacy Agreement is effective as of May 1, 2026.

IN WITNESS WHEREOF, the parties, each acting by its authorized representative, have executed this First Amendment effective as noted herein.

Hazel Hawkins Memorial Hospital

Cardinal Health Pharmacy Services, LLC

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

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

Print: \_\_\_\_\_

Print: \_\_\_\_\_

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

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

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

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

**SAN BENITO HEALTH CARE DISTRICT  
STAFF REPORT**

**To:** President Johnson, Members of the Board of Directors

**From:** Mary Casillas, Chief Executive Officer

Mark Robinson, Chief Financial Officer

**Subject: Public Hearing to Implement the District’s Last Best and Final Offer to NUHW Pursuant to Government Code § 3505.7.**

**I. REQUEST**

- a. Hold a public hearing regarding the impasse; and
- b. Consider adopting Resolution No. 2026-13 implementing San Benito Health Care District’s Last, Best, and Final Offer.

**II. SUMMARY**

This Staff Report is submitted to the San Benito Health Care District Board of Directors (the “Board”) in connection with the Board’s consideration of a Resolution authorizing the District to implement its Last, Best, and Final Offer to the National Union of Healthcare Workers (“NUHW” or “Union”). (**San Benito Health Care District’s LBFO attached as Exhibit 1**).

**III. BACKGROUND**

San Benito Health Care District dba Hazel Hawkins Hospital (“District”) and NUHW entered negotiations on September 3, 2025 for a successor contract to their August 8, 2024 – June 30, 2025 collective bargaining agreement.

The District and NUHW engaged in fourteen bargaining sessions between September 3, 2025 and January 7, 2026. Negotiations occurred on September 3, September 15, September 24, October 2, October 8, October 14, October 21, October 24, October 27, November 6, November 10, December 2, December 4, and January 7, 2026. The parties reached tentative agreements on eighteen modifications to the contract.

Despite significant good faith efforts and concessions from the District, the Parties were unable to reach agreement as to Article 9. Wages, Article 15. PTO, Article 20. Retirement Program, Article 41. Term of Agreement, and NUHW’s proposed most favored nation clause.

The Union submitted its last proposal to the District on January 7, 2026 (**NUHW’s Final Proposal attached as Exhibit 2**). On the same day, which was the last day of negotiations, the District submitted its Last, Best, and Final Offer (“LBFO”) to the Union. (**Exhibit 1**)

The Union rejected the District’s Last, Best, and Final Offer and declared impasse. The primary differences in the District and the Union position are as follows:

<b>District Position</b>	<b>Union Position</b>
<p>Article 9. Wages.            July 1, 2025: 3.5% wage increase            July 1, 2026: 3% wage increase            July 1, 2027: 3% wage increase</p> <p>Did not agree to Medical Assistant and Housekeeper proposals from Union</p>	<p>Article 9. Wages.            July 1, 2025: 6% wage increase            July 1, 2026: 5% wage increase            July 1, 2027: 4% wage increase</p> <p>Medical Assistant Front and Back. 5% above Medical Assistant            Housekeeper Acute. \$1.00 above Housekeeper</p>
<p>Article 15. PTO            Maximum Accrual: 320 Hours</p> <p>Accrual Rate per Year:            1 Year: 23 Days PTO            2 Years: 24 Days PTO            3 Years: 25 Days PTO            4 Years: 26 Days PTO            5 Years: 35 Days PTO            10 Years: 38 Days PTO            20 Years: 40 Days PTO</p> <p>Add Cesar Chavez as a holiday</p>	<p>Article 15. PTO            Maximum Accrual: 320 Hours up to year 5;            400 Hours years 5+</p> <p>Accrual Rate per Year:            1 Year: 26 Days PTO            2 Years: 27 Days PTO            3 Years: 28 Days PTO            4 Years: 29 Days PTO            5 Years: 38 Days PTO            10 Years: 41 Days PTO            20 Years: 43 Days PTO</p> <p>Add Cesar Chavez as a holiday</p>
<p>Article 20. Retirement            4% match to 401(a) plan</p> <p>Did not agree to annual contribution commitment to frozen pension plan</p> <p>Retroactive contribution for NUHW members who have not enrolled in the 401(a) plan</p>	<p>Article 20. Retirement            8% match to 401(a) plan</p> <p>District commitment to \$2.5million contribution annually to frozen pension plan</p> <p>No retroactive contribution for NUHW members who have not enrolled in the 401(a) plan</p>

Under the Meyers Miliias Brown Act (the “MMBA”), impasse exists where the parties have considered each other’s proposals and counterproposals, attempted to narrow the gap of disagreement and have, nonetheless, reached a point in their negotiations where continued discussions would be futile. Once impasse is reached, the MMBA permits a public agency to

impose the terms of its last, best, and final offer after exhaustion of statutory and other applicable impasse resolution procedures.

There were two potentially applicable impasse resolution procedures available to the District and the Union: factfinding and mediation. Pursuant to Government Code § 3505.4, factfinding must be initiated by the union within 45 days of the declaration of impasse. The Union elected not to do so. However, the parties did agree to voluntary mediation with the State Mediation and Conciliation Service.

Two confidential mediation sessions occurred on March 19, 2026 and April 14, 2026, but the parties were unable to reach a negotiated agreement.

As of the date of this report, the parties are still at impasse and have exhausted all applicable impasse resolution procedures.

#### IV. DISCUSSION

Government Code § 3505.7 allows for a public agency to implement its last, best, and final offer, but not a memorandum of understanding, after any applicable mediation and factfinding procedures have been exhausted. (**Government Code § 3505.7** attached as **Exhibit 3**). The implementation of a last, best, and final offer does not deprive a union of its right to meet and confer on matters within the scope of representation. Prior to implementation, the public agency must hold a public hearing regarding the impasse.

All applicable impasse resolution procedures have been exhausted. As such, management requests the Board authorize a public hearing regarding the impasse to enable the District to implement its LBFO. Management believes this is in the best interest of the District and its workforce as it provides NUHW members with significant improvements to wages, paid time off benefits, and retirement benefits, and would also allow for the implementation of the eighteen contract provisions which had been tentatively agreed upon.

If the Board does not authorize the public hearing or does not authorize the implementation of the District's LBFO, the District will be unable to implement its proposed raises, increased paid time off accrual, retroactive contribution to the 401(a) retirement plan, or the other contract provisions which were being negotiated or tentatively agreed to.

# **EXHIBIT 1**

EMPLOYER'S LAST AND FINAL PROPOSAL - ALL RIGHTS ARE RESERVED UNTIL THE PARTIES  
REACH A FULL AND FINAL AGREEMENT ON ALL OPEN MOU TERMS AND A FINAL NEW MOU IS  
REACHED

FOR THE

MEMORANDUM OF UNDERSTANDING

Between

SAN BENITO HEALTH CARE DISTRICT dba HAZEL HAWKINS HOSPITAL

And

NATIONAL UNION OF HEALTHCARE WORKERS

11:30 AM

January 7, 2026

The Hospital responds to and rejects NUHW’s proposal dated January 7, 2026 and maintains the following changes to the current MOU as a last and final package deal.

**Article 9.1 Hourly Wages**

The Hospital rejects NUHW’s proposal and proposes the following:

Provide for an across-the-board increase for all employees and applied to the wage scale of ~~two~~ **three and a half** percent (~~2%~~**3.5%**) effective the first pay period on or after ~~January 1, 2026~~ **July 1, 2025**;

Provide for an across-the-board increase for all employees and applied to the wage scale of ~~two~~ **three** percent (~~2.25%~~ **3%**) effective the first pay period on or after ~~January 1, 2027~~ **July 1, 2026**;

Provide for an across-the-board increase for all employees and applied to the wage scale of ~~two~~ **three** percent (~~2.25%~~ **3%**) effective the first pay period on or after ~~January 1, 2028~~ **July 1, 2027**;

**Article 15. PTO**

The Hospital rejects NUHW’s proposal and, **in light of NUHW’s position that the Union is not interested in additional paid sick leave, the Hospital withdraws its prior proposal and instead proposes adding César Chávez as a holiday and making the following changes to PTO. Max accrual is maintained at 320 hours.**

<b>Years of Service</b>	<b>Annual Accrual (Days)</b>	<b>Annual Accrual (Hours)</b>	<b>Maximum Accrual (Hours)</b>	<b>New Accrual Days</b>
<b>1 Year</b>	<b>20</b>	<b>160</b>	<b>320</b>	<del>21-22-23</del>
<b>2 Years</b>	<b>21</b>	<b>168</b>	<b>320</b>	<del>22-23-24</del>
<b>3 Years</b>	<b>22</b>	<b>176</b>	<b>320</b>	<del>23-24-25</del>
<b>4 Years</b>	<b>23</b>	<b>184</b>	<b>320</b>	<del>24-25-26</del>
<b>5 Years</b>	<b>30</b>	<b>240</b>	<b>320</b>	<del>33-34-35</del>
<b>10 Years</b>	<b>33</b>	<b>264</b>	<b>320</b>	<del>36-37-38</del>
<b>15 Years</b>	<b>34</b>	<b>272</b>		
<b>20 Years</b>	<b>35</b>	<b>280</b>	<b>320</b>	<del>38-39-40</del>
<b>25 Years</b>	<b>36</b>	<b>288</b>		

**Article 20. Retirement Program**

The Hospital rejects NUHW’s proposal and proposes the existing 401(a) contribution plan. **Additionally, the Hospital proposes to provide an opportunity for eligible members who have not yet enrolled in the plan to receive a one-time additional contribution (“Retroactive Contribution”) based on the first full pay period of the later of July 1, 2025 or the employee’s date of hire, up through the date of ratification. To receive this benefit, members must complete enrollment in the current plan by January 30, 2026.**

**The Retroactive Contribution shall be calculated and funded based on a payroll by payroll basis at the rate of 4% of the participant’s compensation of regular hours worked.**

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**Article 41. Term of Agreement**

The Hospital agrees to a term of agreement of 3 Years as part of the package.

**Most Favored Nation Clause:**

The Hospital rejects NUHWs proposal to add a most favored nation clause.

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**Tentative Agreements Reached & Withdrawn Proposals**

**WITHDRAWN**

1. **Article 7. C. Per Diem** – Hospital Withdrew Proposal
  2. **Article 10.1 Compensation and 10.2 Bi-Weekly Compensation** – NUHW Withdrew Proposals and proposed 10.4
  3. **Appendix A – Lead Engineer Classification** – NUHW Withdrew Proposal
  4. **Appendix B Department Unit Separation of Specialty Clinics and New Department Unit Primary Care & Surgical Specialty Center** – NUHW Withdrew Proposal
- 

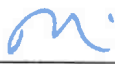
**TENTATIVE AGREEMENTS**

1. **Article 3. Recognition** – Tentative Agreement Reached
2. **Article 8. Seniority** – Tentative Agreement Reached
3. **Article 9.2 Step Increases** - Tentative Agreement Reached
4. **Article 9.6 Standby** - Tentative Agreement Reached
5. **Article 10 Overtime and Reporting Pay** - Tentative Agreement Reached
6. **Article 10.4 Reporting Pay** – Tentative Agreement Reached
7. **Article 11.1(A&B) Posting of Schedules** - Tentative Agreement Reached
8. **Article 11.2 (A-D) Allocation of Additional Hours** - Tentative Agreement Reached
9. **Article 11.5 Weekend Off Scheduling** - Tentative Agreement Reached
10. **Article 11.6 Time Sheets** - Tentative Agreement Reached
11. **Article 11.7 Switching Workdays or Scheduled Call** - Tentative Agreement Reached
12. **Article 13.2 Order of Call-Off** - Tentative Agreement Reached
13. **17.1 Bi-Annual Vacation Bidding Process** - Tentative Agreement Reached
14. **Article 18 – Health Insurance** - Tentative Agreement Reached
15. **Article 18.5 Prescriptions for Retirees** - Tentative Agreement Reached
16. **Article 21.3(D). Bereavement Leave** - Tentative Agreement Reached
17. **Article 25. Discipline** - Tentative Agreement Reached
18. **Article X---TECHNOLOGY** - Tentative Agreement Reached

San Benito Healthcare District  
And  
National Union of Healthcare Workers

The union's proposal for Article 8 is agreed upon provided that the current longevity list is acceptable. TA September 3, 2025.

17.1 A. (2) Cycle 2. March 1<sup>st</sup> – 31<sup>st</sup> for the schedules July—December  
TA September 3, 2025.

Signature:  \_\_\_\_\_  
Hazel Hawkins Hospital

Dated: September 3, 2025

Signature:  \_\_\_\_\_  
National Union of Healthcare Workers

Dated: September 3, 2025

**San Benito Healthcare District  
and  
National Union Healthcare Workers**

**Tentative Agreements**

**Article 8. Seniority.** Modify as a clarification as follows:

**8.1 Seniority and Longevity Defined**

- A. Seniority is defined as the most **recent date of hire in the bargaining unit.**
- B. Longevity is defined as the **most recent date of hire** in a Department or Unit (See Appendix B).

As of July 1, 2019, employees who were in their department or unit at the time will use their date of hire in the bargaining unit for purposes of longevity. After July 1, 2019 Longevity for any employee who takes a position in another Department or Unit **will be the most recent date of hire** in the new Department or Unit.

- C. As an exception, the seniority and longevity for workers who are newly accreted to the bargaining unit will be the date they were first hired into a classification of the newly accreted Department or Unit.

**8.2 Return to Department or Unit.** An employee who accepts a position outside the bargaining unit but within the District may return to a bargaining unit position without loss of seniority or longevity provided:

- A. There is a vacancy to which the employee can return;
- B. The employee is qualified to perform the position;
- C. The return occurs within **ninety (90) calendar days** of leaving the bargaining unit.

**8.3 Seniority and Longevity Lists.** The District will maintain separate lists for Seniority and Longevity provided to the Union as needed.

8.4 Rename this subsection and modify as follows:

**Loss or Reduction of Seniority or Longevity**

- A. An employee's seniority and Longevity will be terminated by:
  - (1) Discharge for cause;
  - (2) Resignation;
  - (3) Failure to return from a leave of absence in accordance with the terms of the leave
  - (4) Twelve (12) consecutive months of lay off without recall.
  - (5) **Failure to return to a bargaining unit position within ninety (90) calendar days as provided in 8.2 Return to Department or Unit.**
- ~~B. An employee's seniority and longevity shall only be reduced by:~~
  - ~~(1) Layoffs of more than twelve (12) consecutive months or~~
  - (6) Any leave of absence without pay totaling more than twelve (12) months.

17.1 A. Vacation Scheduling

Bi-annual Vacation Bidding process will occur two (2) times per year.

(1) Cycle 1. September 1<sup>st</sup>—30<sup>th</sup> for schedules January—June

(2) Cycle 2. March 1<sup>st</sup>—31<sup>st</sup> for the schedules July—December

A calendar of granted vacation requests will be posted no later than two (2) weeks after the close of the bidding cycle.

As agreed on 9/3/25



Hazel Hawkins Hospital

Date: 9-24-2025



National Union of Healthcare Workers

Date: 9/24/25

Tentative Agreements

**9.2 Step Increases--TA**

An employee shall advance a step, until there are no further steps to advance, on the salary schedule within the employee's designated classification effective upon the employee's hire date anniversary as defined in this Agreement, and such advancement will become effective the following pay period after the anniversary date.

**9.6 Standby.--TA**

B. Reinsert the former language: "Such payment for standby shall continue regardless if the employee is called to work while on standby."

**13.2 Order of Call-Off-TA**

Modify the third paragraph to read:

For purposes of this Article, the Rural Health Clinics shall be considered one Department; and the Orthopedic Clinic and Multi-Specialty Clinic shall be considered one Department. For an employee to be eligible to take hours at any clinic as a result of a call-off, the employee must be competent to perform the duties/responsibilities at that clinic.

**Rural Health Clinics**

- Sunset/Annex Clinic
- Mabie 1st Street Clinic
- Mabie 4th Street Clinic
- San Juan Bautista Clinic
- Primary Care and Surgical Specialty Clinic
- Barragan Family Health Care and Diabetes Clinic

**Specialty Clinics**

- Orthopedic Clinic
- Multi-Specialty

**A. Bereavement Leave. TA**

A leave with pay not to exceed five (5) working days shall be granted to Full Time and Part Time employees for bereavement due to death in the immediate family. Immediate family shall include only the employee's mother, father, sister, brother, spouse, registered domestic partner, child, step-father, step-mother step-child (including when standing in loco parentis), grandparent, grandchild, step-grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, and son-in-law. Under circumstances of death of other family members, the District will review approving a leave on a case-by-case basis. Leave may also be extended for a death in the family that requires travel outside of area. Upon use of the five (5) days of bereavement, PTO can be approved upon request prior to departure.

Ruby R. Combs 10/2/25

MARK ROBINSON SBHCD 10/2/25

**District Response to 25.1. 10.8.25**

**Article 3. Recognition**

**A. Discipline Process**

At its discretion, the District may use verbal counseling to guide and educate employees which may be documented but not maintained in the employee's personnel file. The District will utilize progressive discipline for performance issues or misconduct whenever appropriate; however, the District may, when circumstances warrant, skip one or more steps up to and including termination. Progressive discipline may include, but is not limited to, the following measures:

- a. verbal written warning;
- b. written warning;
- c. suspension and/or final written warning; and
- d. termination.

~~If an employee engages in a serious violation of procedures, policies, or standards of conduct, the District may proceed directly to termination or other appropriate action.~~

**B. Expiration of Discipline**

If after one (1) year's period of time following the issuance of the discipline there has been no other discipline of a similar nature given to the employee, the disciplinary notice shall be sealed within the employee's personnel file. If the employee, however, receives discipline of a similar nature during the one-year period, the original discipline remains active for another full year.

During any leave of absence, whether continuous or intermittent, the disciplinary timeline for employees will be frozen. Upon their return, the timeline will resume from the point of interruption, ensuring a comprehensive duration of a one (1) year period.

**A. Disciplinary Timeline**

Disciplinary actions shall be given to the employee within ~~ten (10) business~~ twelve (12) calendar days from the date the District discovers the violation.

- B. Discipline for different types of infractions will be considered separate, (for example: a tardy and paperwork error are separate and would not cause one or the other to go up in progressive discipline). But infractions of the same type/behavior may lead to further progressive discipline.

The rest of the Article remains the same.

Ralph R. Corney  
10/14/25

[Signature]  
10/21/2025

Tentative Agreements

**Article 10. Overtime and Reporting Pay TA**

"An employee's use of paid time off in a work week does not affect their ability to work additional shifts in accordance with Article. 11, even if such work causes them to exceed their regular employment status."

**Appendix B**

Provide that the Cardiopulmonary Assistant will be considered as being in a separate Unit in the Respiratory Department and the Surgical Unit Assistant in a separate Unit in the Surgical Department.

Rudolph R. Cernygo  
10/24/25

M.  
10/24/25

TA

## **Article 11. Work Week and Additional Hours of Work**

### **11.1 POSTING OF SCHEDULES**

#### **A. Posting of Monthly Schedule**

- (1) The District will post a monthly schedule two (2) weeks in advance.
- (2) **For** Utility Engineers and all classifications of Engineers the current practice of posting a twelve (12) week schedule two (2) weeks in advance shall be maintained.
- (3) Scheduling shall be allocated by longevity with priority given in the following order:
  - a. Full Time/Part Time employees up to status
  - b. Per Diem employees
  - c. Registry employees provided work has been offered as set forth below and as allowed by current practice:
- (4) The posting date may be waived in emergency situations or in response to patient care or District Operational needs.

#### **B. Scheduling Availability**

The District will give preference to scheduling according to an employee's Longevity (not seniority) in the Department or Unit, where applicable:

- a. By the first (1<sup>st</sup>) calendar day of each month, Per Diem employees shall submit in writing to their Director their availability for the next monthly schedule.
- b. By the fifth (5<sup>th</sup>) calendar day of each month, Full-time and Part-time employees shall submit in writing to their Director their preference for their work schedules for the next monthly schedule.
- c. Positions with set schedules shall remain in effect until changed through the "meet and confer" process between the parties.

#### **(1) Schedule Changes**

~~In the event the District needs to change an employee's schedule after it has been posted, the District will utilize the following process:~~

- ~~1. The District will first seek volunteers, where the employees will not be eligible to receive overtime or premium pay for accepting the shift, in descending order of Longevity by Department or Unit where applicable, meaning the District shall not be required to offer the shift to an employee who is assigned to a different Department or Unit where the open shift is located. Volunteers will be sought in the following order:~~

- ~~1. Full time Employees who will not incur overtime~~
- ~~2. Part time Employees~~
- ~~3. Per Diem Employees~~

- ~~4. If the shift remains unfilled, and overtime or premium pay will be incurred, the District shall seek volunteers in descending order of Longevity by Department or Unit where applicable, meaning the District shall not be required to offer the shift to an employee who is assigned to a different Department. Volunteers will be sought in the following order:
 
  - ~~1. Full time Employees~~
  - ~~2. Part time Employees~~
  - ~~3. Per Diem Employees~~~~
  
- ~~4. If no employee accepts the shift, then the District shall provide the employee with the least Longevity of that Department or Unit where applicable, with at least twenty four (24) hours' notice of the change in the schedule and, in situations where such notice is not possible, will provide the affected with prompt notice of the change in the schedule.~~

## 11.2 ALLOCATION OF ADDITIONAL HOURS OF WORK

Additional hours of work generally occur in the following situations: (1) shifts not filled prior to final posting of the schedule; (2) vacancies in posted schedules caused by the absence of the scheduled employee; and (3) unforeseen needs arising during a shift.

In all circumstances, the method of distributing additional hours shall be carried out in a manner that permits the District to avoid the use of overtime.

### A. Open Shifts Prior to or After Posting of Final Schedule

An open shift is a shift that is unfilled before or after the final schedule is posted. In order for an employee to be considered for an open shift, the employee must designate, in writing, the days of the week and shifts for which they are available to work on the schedule calendar posted in their Department or Unit, as applicable.

The District will give preference to scheduling open shifts according to an employee's Longevity (not seniority) in the Department or Unit, where applicable, in the following order:

- ~~(2)~~(1) Full-time Employees who will not incur overtime
- ~~(3)~~(2) Part-time Employees
- ~~(4)~~(3) Per Diem employees.
- ~~(5)~~(4) Registry employees provided work has been offered as set forth below and as allowed by current practice:

The above preference order will not result in displacing employees from work for which they are normally scheduled nor will it result in any employee being scheduled to work overtime.

- (1) If the shift remains unfilled, and overtime or premium pay will be incurred, the District shall seek volunteers in descending order of Longevity by Department or

Unit where applicable, meaning the District shall not be required to offer the shift to an employee who is assigned to a different Department. Volunteers will be sought in the following order:

- a. Full-time Employees
- b. Part-time Employees
- c. Per Diem Employees
- d. Registry Employees

### C. Schedule Changes

In the event the District needs to change as schedule after it has been posted, the it will utilize the following process.

(1) The District will first seek volunteers, where the employees will not be eligible to receive overtime or premium pay for accepting the shift, in descending order of Longevity by Department or Unit where applicable, meaning the District shall not be required to offer the shift to an employee who is assigned to a different Department or Unit where the open shift is located. Volunteers will be sought in the following order:

- a. Full-time Employees who will not incur overtime
- b. Part-time Employees
- c. Per Diem Employees
- d. Registry Employees

(2) If the shift remains unfilled, and overtime or premium pay will be incurred, the District shall seek volunteers in descending order of Longevity by Department or Unit where applicable, meaning the District shall not be required to offer the shift to an employee who is assigned to a different Department. Volunteers will be sought in the following order:

- e. Full-time Employees
- f. Part-time Employees
- g. Per Diem Employees
- h. Registry Employees

### **Mandated Shifts**

If no employee **voluntarily** accepts the shift, then the District shall provide the employee with the least Longevity of that Department or Unit where applicable, with at least twenty-four (24) hours' notice of the change in the schedule and, in situations where such notice is not possible, will provide the affected with prompt notice of the change in the schedule.

~~5.~~ In this case, the employee will be compensated at time and a half for all hours worked for that shift or where applicable double time. ~~Extra Hours/Shifts~~  
~~"Short Call List"~~

~~When hours or shifts become available after the schedule is posted and the District has notice of these hours, the District will fill extra hours/shifts according to an employee's Longevity in the Department or Unit, where applicable, utilizing a list of employees who have stated their desire, in writing to work "short call list." The District will offer the extra hours/shifts in the following order:~~

~~Full-time employees who will not incur overtime~~

~~Part-time employees~~

~~Per Diem employees.~~

~~Registry employees.~~

~~If the District determines to use overtime for a shift that remains unfilled, the District will give preference according to the employee's Longevity (not seniority) in the Department or Unit, where applicable, in the following order:~~

~~Full-time employees.~~

~~Part-time employees.~~

~~Per Diem employees.~~

~~Registry employ~~

#### **D.Unforeseen Hours**

Extra hours-of work resulting from unforeseen needs (e.g. tardy employees, unexpected admissions, spikes in acuity, etc.) during a shift shall be filled by the employee who volunteers with the most Longevity in the Department or Unit, as described above in this Article currently working the shift. When offering such hours, the District may first consider employees who can accept the additional time without causing immediate or projected overtime. Such employees may volunteer to complete the entire needed hours of work, or until another employee can be found.

~~Such employees may volunteer to complete the entire needed hours of work, or until another employee can be found utilizing the short-call list.~~

11.3 Rest Between Shifts retained as current language.

11.4 Twelve-Hour Shifts retained as current language.

#### **11.5 WEEKEND OFF SCHEDULING**

As part of preparing the initial schedule referenced in Article 11, Section 11.1, the District may on a rotating basis schedule employees to work a weekend shift(s). Employees who currently have positions that do not rotate weekends will maintain that schedule **subject to the meet and confer process as contained in Article 11.B 3.**

*(\*Note: ThArticle reference, 11.B 3. is from current Agreement for purposes of clarity.*

For purposes of this Article, a weekend shift means Saturday and Sunday, except in the case of a night shift where it means Friday and Saturday.


#### **11.6 TIME SHEETS**

Open Issue

**11.7. Switching Workdays or Scheduled Call**

With the approval of the manager employees may switch workdays or scheduled call provided that overtime does not occur due to the change and that longevity rights are protected.

Ralph R. Cornejo  
10/27/25

  
\_\_\_\_\_  
Mark Robinson, CFO  
10-27-2025

San Benito Healthcare District  
And  
National Union of Healthcare Workers  
November 6, 2025

18.5 PRESCRIPTIONS FOR RETIREES - TA

The District shall provide prescription service at the District's cost to retired bargaining Unit employees based upon the following conditions:

- A. The employee must have retired from the District after September 1, 2009.
- B. The employee may retire between age 55 or Medicare eligibility.
- C. The employee must have completed 10 years of continuous benefited service at the District at the time of retirement.
- D. The employee must pay for the prescription at the time of pick-up.
- E. Employees are only eligible to receive this service until they become eligible for Medicare prescription coverage.

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

Mark Robinson, CFO

Hazel Hawkins Hospital

Dated: November 6, 2025

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

Ralph Cornejo

National Union of Healthcare Workers

Dated: November 6, 2025

**Article 3. Recognition – Accepts NUHW’s Proposal - TA**

With the exception of shared duties as defined by operational needs, unrepresented employees, including supervisors and managers, generally will not do bargaining unit work. However, such work would be permitted infrequently and briefly where it is necessary for them to perform such work in instances of staffing shortages or increased census and because no bargaining unit employee is available to do the work. It is understood that work that might be performed by unrepresented employees is not intended to replace jobs of bargaining unit employees.

The prohibition of doing bargaining unit work does not apply to supervisors or managers who are engaged in training bargaining unit employees, completing required competencies, or maintaining certification or license renewal.

**NUHW Proposes - Article 10.4 Reporting Pay - TA**

If an employee reports to work for their regularly scheduled shift and is not permitted to work because of circumstances within the control of the District (or if the employee is notified not to report to work with less than two (2) hours’ notice as provided in 13.3), the employee will receive reporting time pay of half of the employee’s scheduled workday, which shall not be fewer than two (2) hours of pay and not more than four (4) hour of pay, as applicable.

  
\_\_\_\_\_  
Mark Robinson, CFO

11-6-25.  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Ralph Cornejo, NUHW

11/6/25  
\_\_\_\_\_  
Date

San Benito Healthcare District

And

National Union of Healthcare Workers

November 10, 2025

11.6 TIME SHEETS - TA

The Union will agree to the Hospital's time keeping system upon ratification of the Agreement but for the period from the time the Hospital implemented the changes to the date of ratification, the decision of the arbitrator will govern:

Employees will be given access to login to review their own time worked in a current and historical time sheet in the Kronos system. Employees shall be provided instructions to create a password to login and be provided a workspace for log-in from within their home Department. Employees shall adhere to all deadlines and due dates for proper payroll processing. Employees who currently do not use the Kronos system will be given appropriate training over an adequate transition period to the system.

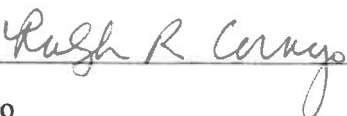
Reporting to work after the specified scheduled time (e.g. start time or lunch breaks) is considered tardiness. The District will be reasonable in the application of this provision.

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

Mark Robinson, CFO

Hazel Hawkins Hospital

Dated: November 10, 2025

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

Ralph Comejo

National Union of Healthcare Workers

Dated: November 10, 2025

San Benito Healthcare District  
And  
National Union of Healthcare Workers  
December 2, 2025

Article X - TECHNOLOGY – Tentative Agreement

The District retains the exclusive right, consistent with its management rights under the Meyers-Milius-Brown Act (MMBA), to introduce, modify, or implement new technology or systems to improve patient care, enhance operational efficiency, or promote the health and safety of patients and employees.

Recognizing the potential impact of new or modified technology on bargaining unit members, the District agrees to provide the Union with written notice at least thirty (30) calendar days in advance, or as soon as practicable when thirty (30) days' notice is not feasible, of any substantial change in technology that is reasonably anticipated to affect the terms and conditions of employment for bargaining unit members.

This provision does not apply to minor or routine updates, maintenance, or replacements of existing technology, including periodic software updates, unless such changes materially alter bargaining unit job duties, work schedules, or other significant working conditions. Additionally, this provision does not apply to any technologies which the District is contractually obliged to keep confidential or which constitute trade secrets.

At the time of notice, the District will provide a general summary of the planned change and, to the extent information is reasonably available, the anticipated implementation timeline. Such information is provided for the purpose of facilitating good-faith discussions regarding potential impacts and shall not be construed as requiring Union approval or delaying implementation.

The Union may request to meet and confer regarding the impacts of new or modified technology on bargaining unit employees. Such discussions shall be limited to the foreseeable impacts on terms and conditions of employment, and shall not include the District's underlying decision or right to implement the technology itself.

The District may proceed with implementation following completion of good-faith discussions, or sooner if required by regulatory, patient-safety, or operational necessity. In such cases, the District will continue to meet and confer in good faith regarding any continuing impacts to the extent required by law.

Should the Union believe that a change in working conditions has occurred as a result of the implementation of new or modified technology, any dispute shall be subject to the grievance and

arbitration provisions of this Agreement. As to wages, the arbitrator's authority shall be limited to determining the proper rate relative to existing rates set forth within the attached wage rate exhibits of this Agreement. Nothing in this section shall limit or delay the District's right to implement such technology in accordance with applicable laws, regulations, or accreditation requirements.

Signature: 

Mark Robinson, CFO

Hazel Hawkins Hospital

Dated: December 2, 2025

Signature: 

Ralph Cornejo

National Union of Healthcare Workers

Dated: December 2, 2025

# **EXHIBIT 2**

Union Proposal  
January 7, 2026

**Article 9 Hourly Wages**

July 1, 2025 6%  
July 1, 2026 5%  
July 1, 2027 4%

Medical Assistant Front and Back. 5% above Medical Assistant  
Housekeeper Acute. \$1.00 above Housekeeper

**Article 15. PTO**

Years of Service	Added Days to Accruals	Maximums Accrual
1 Year	20+6	320
2 Years	21+6	320
3 Years	22+6	320
4 Years	23+6	320
5 Years	30+8	400
10 Years	33+8	400
20 Years	35+8	400

+ César Chávez

**Article 18. Health Insurance. TA**

- Current premiums
- Aggregate deductible and out of pocket across all tiers effective 1/1/26
- We need the co-pays delineated, i.e., \$10 where applicable and with reductions from \$25 to \$20 and \$100 to \$75.

**Article 20. Retirement**—~~Reinstate former plan.~~ Increase current match to 8% and employer will continue to make payments to the frozen plan (2.5 million annually) so that overtime the employer will fully fund it.

**Article 41. Term**—3 years effective July 1, 2025

**Most Favored Nations Clause**—The union modifies this proposal so that it would only apply to the retirement benefit.

**ER Techs, Case Management Assistant, and Business Office.**

Provide for the classifications in the Business Office, ER Techs, and Case Management Assistant to be incorporated into the Agreement with across-the-board wage increases, benefit improvements and language. Post negotiations, the Employer will meet with the Union to work out wage scales, classification titles and other specific items that need to be resolved for full incorporation into the Agreement.

# **EXHIBIT 3**

**California Government Code § 3505.7**

“After any applicable mediation and factfinding procedures have been exhausted, but no earlier than 15 days after the factfinders’ written findings of fact and recommended terms of settlement have been submitted to the parties pursuant to Section 3505.5, a public agency that is not required to proceed to interest arbitration may, after holding a public hearing regarding the impasse, implement its last, best, and final offer, but shall not implement a memorandum of understanding. The unilateral implementation of a public agency’s last, best, and final offer shall not deprive a recognized employee organization of the right each year to meet and confer on matters within the scope of representation, whether or not those matters are included in the unilateral implementation, prior to the adoption by the public agency of its annual budget, or as otherwise required by law.”

*(Amended by Stats. 2022, Ch. 412, Sec. 2. (AB 2556) Effective January 1, 2023.)*

**RESOLUTION NO. 2026-13**

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
SAN BENITO HEALTH CARE DISTRICT IMPLEMENTING THE LAST, BEST, AND  
FINAL OFFER FOR 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**, on August 22, 2024, the District Board of Directors (“Board”) approved Resolution No. 2024-10, adopting a Memorandum of Understanding (“MOU”) with the National Union of Healthcare Workers (“NUHW”), covering August 8, 2024 through June 30, 2025;

**WHEREAS**, the MOU expired by its terms on June 30, 2025;

**WHEREAS**, representatives of the District and NUHW engaged in 14 labor negotiation sessions for a successor agreement between September 3, 2025 and January 7, 2026;

**WHEREAS**, the parties reached tentative agreements on 18 modifications to the MOU;

**WHEREAS**, at all times, the District met and conferred with NUHW in good faith and provided significant concessions to NUHW;

**WHEREAS**, NUHW submitted its last proposal to the District on January 7, 2026;

**WHEREAS**, the District submitted its Last, Best, and Final Offer to NUHW that same day. A copy of the District’s Last Best and Final Offer dated January 7, 2026, including the referenced tentative agreements, is attached hereto as **Exhibit 1**;

**WHEREAS**, NUHW rejected the District’s Last, Best, and Final Offer and declared impasse on January 7, 2026;

**WHEREAS**, on January 7, 2026, the parties agreed to confidential voluntary mediation with the State Mediation and Conciliation Service; and had mediation sessions on March 19, 2026, and April 14, 2026;

**WHEREAS**, the parties were unable to reach agreement through the confidential voluntary mediation;

**WHEREAS**, NUHW did not request factfinding under Government Code § 3505.4, and the time to make such a request has expired;

**WHEREAS**, the District is not required to proceed to impasse arbitration.

**WHEREAS**, the parties remain at impasse and have exhausted all impasse resolution procedures.

**WHEREAS**, Section 3505.7 authorizes a public agency to unilaterally implement its last, best, and final offer on wages, hours, and conditions of employment after exhaustion of impasse resolution procedures;

**WHEREAS**, on April 26, 2026, the Board considered the staff report, bargaining history, and summaries presented at the public hearing to consider impasse and implementation of the District's Last, Best, and Final Offer of January 7, 2026;

**WHEREAS**, implementation of the District's Last, Best, and Final Offer would provide NUHW members with significant improvements to wages (effective July 1, 2025), paid time off benefits, and retirement benefits, as well as implementation of the 18 tentatively agreed upon contract provisions;

**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 implementation of a Last, Best, and Final Offer will 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 District Board of Directors adopts these findings based on the administrative record.

**SECTION 3.** The Board finds that the requirements of Government Code section 3505.7 have been satisfied.

**SECTION 4.** The Board authorizes implementation of the District's Last, Best, and Final Offer dated January 7, 2026, as set forth in **Exhibit 1** pursuant to Government Code § 3505.7, as in the best interest of the District and its employees.

**SECTION 5.** The Board directs District Administration to take any and all actions, including executing documents to implement the LBFO.

PASSED AND ADOPTED this 23rd day of April, 2026 by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

\_\_\_\_\_  
William Johnson, President

Attested: \_\_\_\_\_  
Nick Gabriel, Secretary

# **EXHIBIT 1**

EMPLOYER'S LAST AND FINAL PROPOSAL - ALL RIGHTS ARE RESERVED UNTIL THE PARTIES  
REACH A FULL AND FINAL AGREEMENT ON ALL OPEN MOU TERMS AND A FINAL NEW MOU IS  
REACHED

FOR THE

MEMORANDUM OF UNDERSTANDING

Between

SAN BENITO HEALTH CARE DISTRICT dba HAZEL HAWKINS HOSPITAL

And

NATIONAL UNION OF HEALTHCARE WORKERS

11:30 AM

January 7, 2026

The Hospital responds to and rejects NUHW’s proposal dated January 7, 2026 and maintains the following changes to the current MOU as a last and final package deal.

**Article 9.1 Hourly Wages**

The Hospital rejects NUHW’s proposal and proposes the following:

Provide for an across-the-board increase for all employees and applied to the wage scale of ~~two~~ **three and a half** percent (~~2%~~**3.5%**) effective the first pay period on or after ~~January 1, 2026~~ **July 1, 2025**;

Provide for an across-the-board increase for all employees and applied to the wage scale of ~~two~~ **three** percent (~~2.25%~~ **3%**) effective the first pay period on or after ~~January 1, 2027~~ **July 1, 2026**;

Provide for an across-the-board increase for all employees and applied to the wage scale of ~~two~~ **three** percent (~~2.25%~~ **3%**) effective the first pay period on or after ~~January 1, 2028~~ **July 1, 2027**;

**Article 15. PTO**

The Hospital rejects NUHW’s proposal and, **in light of NUHW’s position that the Union is not interested in additional paid sick leave, the Hospital withdraws its prior proposal and instead proposes adding César Chávez as a holiday and making the following changes to PTO. Max accrual is maintained at 320 hours.**

<b>Years of Service</b>	<b>Annual Accrual (Days)</b>	<b>Annual Accrual (Hours)</b>	<b>Maximum Accrual (Hours)</b>	<b>New Accrual Days</b>
<b>1 Year</b>	<b>20</b>	<b>160</b>	<b>320</b>	<del>21</del> <b>22-23</b>
<b>2 Years</b>	<b>21</b>	<b>168</b>	<b>320</b>	<del>22-23</del> <b>24</b>
<b>3 Years</b>	<b>22</b>	<b>176</b>	<b>320</b>	<del>23-24</del> <b>25</b>
<b>4 Years</b>	<b>23</b>	<b>184</b>	<b>320</b>	<del>24-25</del> <b>26</b>
<b>5 Years</b>	<b>30</b>	<b>240</b>	<b>320</b>	<del>33-34</del> <b>35</b>
<b>10 Years</b>	<b>33</b>	<b>264</b>	<b>320</b>	<del>36-37</del> <b>38</b>
<del>15 Years</del>	<del>34</del>	<del>272</del>		
<b>20 Years</b>	<b>35</b>	<b>280</b>	<b>320</b>	<del>38-39</del> <b>40</b>
<del>25 Years</del>	<del>36</del>	<del>288</del>		

**Article 20. Retirement Program**

The Hospital rejects NUHWs proposal and proposes the existing 401(a) contribution plan. **Additionally, the Hospital proposes to provide an opportunity for eligible members who have not yet enrolled in the plan to receive a one-time additional contribution (“Retroactive Contribution”) based on the first full pay period of the later of July 1, 2025 or the employee’s date of hire, up through the date of ratification. To receive this benefit, members must complete enrollment in the current plan by January 30, 2026.**

**The Retroactive Contribution shall be calculated and funded based on a payroll by payroll basis at the rate of 4% of the participant’s compensation of regular hours worked.**

---

**Article 41. Term of Agreement**

The Hospital agrees to a term of agreement of 3 Years as part of the package.

**Most Favored Nation Clause:**

The Hospital rejects NUHWs proposal to add a most favored nation clause.

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**Tentative Agreements Reached & Withdrawn Proposals**

**WITHDRAWN**

1. **Article 7. C. Per Diem** – Hospital Withdrew Proposal
  2. **Article 10.1 Compensation and 10.2 Bi-Weekly Compensation** – NUHW Withdrew Proposals and proposed 10.4
  3. **Appendix A – Lead Engineer Classification** – NUHW Withdrew Proposal
  4. **Appendix B Department Unit Separation of Specialty Clinics and New Department Unit Primary Care & Surgical Specialty Center** – NUHW Withdrew Proposal
- 


**TENTATIVE AGREEMENTS**

1. **Article 3. Recognition** – Tentative Agreement Reached
2. **Article 8. Seniority** – Tentative Agreement Reached
3. **Article 9.2 Step Increases** - Tentative Agreement Reached
4. **Article 9.6 Standby** - Tentative Agreement Reached
5. **Article 10 Overtime and Reporting Pay** - Tentative Agreement Reached
6. **Article 10.4 Reporting Pay** – Tentative Agreement Reached
7. **Article 11.1(A&B) Posting of Schedules** - Tentative Agreement Reached
8. **Article 11.2 (A-D) Allocation of Additional Hours** - Tentative Agreement Reached
9. **Article 11.5 Weekend Off Scheduling** - Tentative Agreement Reached
10. **Article 11.6 Time Sheets** - Tentative Agreement Reached
11. **Article 11.7 Switching Workdays or Scheduled Call** - Tentative Agreement Reached
12. **Article 13.2 Order of Call-Off** - Tentative Agreement Reached
13. **17.1 Bi-Annual Vacation Bidding Process** - Tentative Agreement Reached
14. **Article 18 – Health Insurance** - Tentative Agreement Reached
15. **Article 18.5 Prescriptions for Retirees** - Tentative Agreement Reached
16. **Article 21.3(D). Bereavement Leave** - Tentative Agreement Reached
17. **Article 25. Discipline** - Tentative Agreement Reached
18. **Article X---TECHNOLOGY** - Tentative Agreement Reached

San Benito Healthcare District  
And  
National Union of Healthcare Workers

The union's proposal for Article 8 is agreed upon provided that the current longevity list is acceptable. TA September 3, 2025.

17.1 A. (2) Cycle 2. March 1<sup>st</sup> – 31<sup>st</sup> for the schedules July—December  
TA September 3, 2025.

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

Hazel Hawkins Hospital

Dated: September 3, 2025

Signature:  \_\_\_\_\_  
National Union of Healthcare Workers

Dated: September 3, 2025

**San Benito Healthcare District  
and  
National Union Healthcare Workers**

**Tentative Agreements**

**Article 8. Seniority.** Modify as a clarification as follows:

**8.1 Seniority and Longevity Defined**

- A. Seniority is defined as the most **recent date of hire in the bargaining unit.**
- B. Longevity is defined as the **most recent date of hire** in a Department or Unit (See Appendix B).

As of July 1, 2019, employees who were in their department or unit at the time will use their date of hire in the bargaining unit for purposes of longevity. After July 1, 2019 Longevity for any employee who takes a position in another Department or Unit **will be the most recent date of hire** in the new Department or Unit.

- C. As an exception, the seniority and longevity for workers who are newly accreted to the bargaining unit will be the date they were first hired into a classification of the newly accreted Department or Unit.

**8.2 Return to Department or Unit.** An employee who accepts a position outside the bargaining unit but within the District may return to a bargaining unit position without loss of seniority or longevity provided:

- A. There is a vacancy to which the employee can return;
- B. The employee is qualified to perform the position;
- C. The return occurs within **ninety (90) calendar days** of leaving the bargaining unit.

**8.3 Seniority and Longevity Lists.** The District will maintain separate lists for Seniority and Longevity provided to the Union as needed.

8.4 Rename this subsection and modify as follows:

**Loss or Reduction of Seniority or Longevity**

A. An employee's seniority and Longevity will be terminated by:

- (1) Discharge for cause;
- (2) Resignation;
- (3) Failure to return from a leave of absence in accordance with the terms of the leave
- (4) Twelve (12) consecutive months of lay off without recall.
- (5) **Failure to return to a bargaining unit position within ninety (90) calendar days as provided in 8.2 Return to Department or Unit.**

~~B. An employee's seniority and longevity shall only be reduced by:~~

- ~~(1) Layoffs of more than twelve (12) consecutive months or~~
- (6) Any leave of absence without pay totaling more than twelve (12) months.

17.1 A. Vacation Scheduling

Bi-annual Vacation Bidding process will occur two (2) times per year.

(1) Cycle 1. September 1<sup>st</sup>—30<sup>th</sup> for schedules January—June

(2) Cycle 2. March 1<sup>st</sup>—31<sup>st</sup> for the schedules July—December

A calendar of granted vacation requests will be posted no later than two (2) weeks after the close of the bidding cycle.

As agreed on 9/3/25



\_\_\_\_\_  
Hazel Hawkins Hospital

Date: 9-24-2025



\_\_\_\_\_  
National Union of Healthcare Workers

Date: 9/24/25

Tentative Agreements

**9.2 Step Increases--TA**

An employee shall advance a step, until there are no further steps to advance, on the salary schedule within the employee's designated classification effective upon the employee's hire date anniversary as defined in this Agreement, and such advancement will become effective the following pay period after the anniversary date.

**9.6 Standby.--TA**

B. Reinsert the former language: "Such payment for standby shall continue regardless if the employee is called to work while on standby."

**13.2 Order of Call-Off-TA**

Modify the third paragraph to read:

For purposes of this Article, the Rural Health Clinics shall be considered one Department; and the Orthopedic Clinic and Multi-Specialty Clinic shall be considered one Department. For an employee to be eligible to take hours at any clinic as a result of a call-off, the employee must be competent to perform the duties/responsibilities at that clinic.

- |   |                                 |
|---|---------------------------------|
| <b><u>Rural Health Clinics</u></b>              | <b><u>Specialty Clinics</u></b> |
| Sunset/Annex Clinic                             | Orthopedic Clinic               |
| Mabie 1st Street Clinic                         | Multi-Specialty                 |
| Mabie 4th Street Clinic                         |                                 |
| San Juan Bautista Clinic                        |                                 |
| Primary Care and Surgical Specialty Clinic      |                                 |
| Barragan Family Health Care and Diabetes Clinic |                                 |

**A. Bereavement Leave. TA**

A leave with pay not to exceed five (5) working days shall be granted to Full Time and Part Time employees for bereavement due to death in the immediate family. Immediate family shall include only the employee's mother, father, sister, brother, spouse, registered domestic partner, child, step-father, step-mother step-child (including when standing in loco parentis), grandparent, grandchild, step-grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, and son-in-law. Under circumstances of death of other family members, the District will review approving a leave on a case-by-case basis. Leave may also be extended for a death in the family that requires travel outside of area. Upon use of the five (5) days of bereavement, PTO can be approved upon request prior to departure.

Ruby R. Combs 10/2/25

MARK ROBINSON SBHCD 10/2/25

**District Response to 25.1. 10.8.25**

**Article 3. Recognition**

**A. Discipline Process**

At its discretion, the District may use verbal counseling to guide and educate employees which may be documented but not maintained in the employee's personnel file. The District will utilize progressive discipline for performance issues or misconduct whenever appropriate; however, the District may, when circumstances warrant, skip one or more steps up to and including termination. Progressive discipline may include, but is not limited to, the following measures:

- a. verbal written warning;
- b. written warning;
- c. suspension and/or final written warning; and
- d. termination.

If an employee engages in a serious violation of procedures, policies, or standards of conduct, the District may proceed directly to termination or other appropriate action.

**B. Expiration of Discipline**

If after one (1) year's period of time following the issuance of the discipline there has been no other discipline of a similar nature given to the employee, the disciplinary notice shall be sealed within the employee's personnel file. If the employee, however, receives discipline of a similar nature during the one-year period, the original discipline remains active for another full year.

During any leave of absence, whether continuous or intermittent, the disciplinary timeline for employees will be frozen. Upon their return, the timeline will resume from the point of interruption, ensuring a comprehensive duration of a one (1) year period.

**A. Disciplinary Timeline**

Disciplinary actions shall be given to the employee within ~~ten (10) business~~ twelve (12) calendar days from the date the District discovers the violation.

- B. Discipline for different types of infractions will be considered separate, (for example: a tardy and paperwork error are separate and would not cause one or the other to go up in progressive discipline). But infractions of the same type/behavior may lead to further progressive discipline.

The rest of the Article remains the same.

Ralph R. Corney  
10/14/25

[Signature]  
10/21/2025

Tentative Agreements

**Article 10. Overtime and Reporting Pay TA**

"An employee's use of paid time off in a work week does not affect their ability to work additional shifts in accordance with Article. 11, even if such work causes them to exceed their regular employment status."

**Appendix B**

Provide that the Cardiopulmonary Assistant will be considered as being in a separate Unit in the Respiratory Department and the Surgical Unit Assistant in a separate Unit in the Surgical Department.

Rudolph R. Cermejo  
10/24/25

DN  
10/24/25

TA

**Article 11. Work Week and Additional Hours of Work**

**11.1 POSTING OF SCHEDULES**

**A. Posting of Monthly Schedule**

- (1) The District will post a monthly schedule two (2) weeks in advance.
- (2) **For** Utility Engineers and all classifications of Engineers the current practice of posting a twelve (12) week schedule two (2) weeks in advance shall be maintained.
- (3) Scheduling shall be allocated by longevity with priority given in the following order:
  - a. Full Time/Part Time employees up to status
  - b. Per Diem employees
  - c. Registry employees provided work has been offered as set forth below and as allowed by current practice:
- (4) The posting date may be waived in emergency situations or in response to patient care or District Operational needs.

**B. Scheduling Availability**

The District will give preference to scheduling according to an employee's Longevity (not seniority) in the Department or Unit, where applicable:

- a. By the first (1<sup>st</sup>) calendar day of each month, Per Diem employees shall submit in writing to their Director their availability for the next monthly schedule.
- b. By the fifth (5<sup>th</sup>) calendar day of each month, Full-time and Part-time employees shall submit in writing to their Director their preference for their work schedules for the next monthly schedule.
- c. Positions with set schedules shall remain in effect until changed through the "meet and confer" process between the parties.

**(1) Schedule Changes**

~~In the event the District needs to change an employee's schedule after it has been posted, the District will utilize the following process.~~

- ~~1. The District will first seek volunteers, where the employees will not be eligible to receive overtime or premium pay for accepting the shift, in descending order of Longevity by Department or Unit where applicable, meaning the District shall not be required to offer the shift to an employee who is assigned to a different Department or Unit where the open shift is located. Volunteers will be sought in the following order:~~
  - ~~1. Full time Employees who will not incur overtime~~
  - ~~2. Part time Employees~~
  - ~~3. Per Diem Employees~~

~~4. If the shift remains unfilled, and overtime or premium pay will be incurred, the District shall seek volunteers in descending order of Longevity by Department or Unit where applicable, meaning the District shall not be required to offer the shift to an employee who is assigned to a different Department. Volunteers will be sought in the following order:~~

- ~~1. Full time Employees~~
- ~~2. Part time Employees~~
- ~~3. Per Diem Employees~~

~~4. If no employee accepts the shift, then the District shall provide the employee with the least Longevity of that Department or Unit where applicable, with at least twenty-four (24) hours' notice of the change in the schedule and, in situations where such notice is not possible, will provide the affected with prompt notice of the change in the schedule.~~

## 11.2 ALLOCATION OF ADDITIONAL HOURS OF WORK

Additional hours of work generally occur in the following situations: (1) shifts not filled prior to final posting of the schedule; (2) vacancies in posted schedules caused by the absence of the scheduled employee; and (3) unforeseen needs arising during a shift.

In all circumstances, the method of distributing additional hours shall be carried out in a manner that permits the District to avoid the use of overtime.

### A. Open Shifts Prior to or After Posting of Final Schedule

An open shift is a shift that is unfilled before or after the final schedule is posted. In order for an employee to be considered for an open shift, the employee must designate, in writing, the days of the week and shifts for which they are available to work on the schedule calendar posted in their Department or Unit, as applicable.

The District will give preference to scheduling open shifts according to an employee's Longevity (not seniority) in the Department or Unit, where applicable, in the following order:

- ~~(2)~~(1) Full-time Employees who will not incur overtime
- ~~(3)~~(2) Part-time Employees
- ~~(4)~~(3) Per Diem employees.
- ~~(5)~~(4) Registry employees provided work has been offered as set forth below and as allowed by current practice:

The above preference order will not result in displacing employees from work for which they are normally scheduled nor will it result in any employee being scheduled to work overtime.

- (1) If the shift remains unfilled, and overtime or premium pay will be incurred, the District shall seek volunteers in descending order of Longevity by Department or

Unit where applicable, meaning the District shall not be required to offer the shift to an employee who is assigned to a different Department. Volunteers will be sought in the following order:

- a. Full-time Employees
- b. Part-time Employees
- c. Per Diem Employees
- d. Registry Employees

### C. Schedule Changes

In the event the District needs to change as schedule after it has been posted, the it will utilize the following process.

(1) The District will first seek volunteers, where the employees will not be eligible to receive overtime or premium pay for accepting the shift, in descending order of Longevity by Department or Unit where applicable, meaning the District shall not be required to offer the shift to an employee who is assigned to a different Department or Unit where the open shift is located. Volunteers will be sought in the following order:

- a. Full-time Employees who will not incur overtime
- b. Part-time Employees
- c. Per Diem Employees
- d. Registry Employees

(2) If the shift remains unfilled, and overtime or premium pay will be incurred, the District shall seek volunteers in descending order of Longevity by Department or Unit where applicable, meaning the District shall not be required to offer the shift to an employee who is assigned to a different Department. Volunteers will be sought in the following order:

- e. Full-time Employees
- f. Part-time Employees
- g. Per Diem Employees
- h. Registry Employees

### **Mandated Shifts**

If no employee **voluntarily** accepts the shift, then the District shall provide the employee with the least Longevity of that Department or Unit where applicable, with at least twenty-four (24) hours' notice of the change in the schedule and, in situations where such notice is not possible, will provide the affected with prompt notice of the change in the schedule.

~~5.~~ In this case, the employee will be compensated at time and a half for all hours worked for that shift or where applicable double time. Extra Hours/Shifts  
"Short Call List"

~~When hours or shifts become available after the schedule is posted and the District has notice of these hours, the District will fill extra hours/shifts according to an employee's Longevity in the Department or Unit, where applicable, utilizing a list of employees who have stated their desire, in writing to work "short call list." The District will offer the extra hours/shifts in the following order:  
Full-time employees who will not incur overtime  
Part-time employees  
Per Diem employees.  
Registry employees.~~

~~If the District determines to use overtime for a shift that remains unfilled, the District will give preference according to the employee's Longevity (not seniority) in the Department or Unit, where applicable, in the following order:~~

~~Full-time employees.  
Part-time employees.  
Per Diem employees.  
Registry employ~~

#### D. Unforeseen Hours

Extra hours of work resulting from unforeseen needs (e.g. tardy employees, unexpected admissions, spikes in acuity, etc.) during a shift shall be filled by the employee who volunteers with the most Longevity in the Department or Unit, as described above in this Article currently working the shift. When offering such hours, the District may first consider employees who can accept the additional time without causing immediate or projected overtime. Such employees may volunteer to complete the entire needed hours of work, or until another employee can be found.

~~Such employees may volunteer to complete the entire needed hours of work, or until another employee can be found utilizing the short call list.~~

11.3 Rest Between Shifts retained as current language.

11.4 Twelve-Hour Shifts retained as current language.

#### 11.5 WEEKEND OFF SCHEDULING

As part of preparing the initial schedule referenced in Article 11, Section 11.1, the District may on a rotating basis schedule employees to work a weekend shift(s). Employees who currently have positions that do not rotate weekends will maintain that schedule **subject to the meet and confer process as contained in Article 11.B 3.**

*(\*Note: The Article reference, 11.B 3. is from current Agreement for purposes of clarity.*

For purposes of this Article, a weekend shift means Saturday and Sunday, except in the case of a night shift where it means Friday and Saturday.


#### 11.6 TIME SHEETS

Open Issue

**11.7. Switching Workdays or Scheduled Call**

With the approval of the manager employees may switch workdays or scheduled call provided that overtime does not occur due to the change and that longevity rights are protected.

Ralph R. Cornejo  
10/27/25

  
\_\_\_\_\_  
Mark Robinson, CFO  
10-27-2025

San Benito Healthcare District  
And  
National Union of Healthcare Workers  
November 6, 2025

18.5 PRESCRIPTIONS FOR RETIREES - TA

The District shall provide prescription service at the District's cost to retired bargaining Unit employees based upon the following conditions:

- A. The employee must have retired from the District after September 1, 2009.
- B. The employee may retire between age 55 or Medicare eligibility.
- C. The employee must have completed 10 years of continuous benefited service at the District at the time of retirement.
- D. The employee must pay for the prescription at the time of pick-up.
- E. Employees are only eligible to receive this service until they become eligible for Medicare prescription coverage.

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

Mark Robinson, CFO  
Hazel Hawkins Hospital

Dated: November 6, 2025

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

Ralph Cornejo  
National Union of Healthcare Workers

Dated: November 6, 2025

**Article 3. Recognition – Accepts NUHW’s Proposal - TA**

With the exception of shared duties as defined by operational needs, unrepresented employees, including supervisors and managers, generally will not do bargaining unit work. However, such work would be permitted infrequently and briefly where it is necessary for them to perform such work in instances of staffing shortages or increased census and because no bargaining unit employee is available to do the work. It is understood that work that might be performed by unrepresented employees is not intended to replace jobs of bargaining unit employees.

The prohibition of doing bargaining unit work does not apply to supervisors or managers who are engaged in training bargaining unit employees, completing required competencies, or maintaining certification or license renewal.

**NUHW Proposes - Article 10.4 Reporting Pay - TA**

If an employee reports to work for their regularly scheduled shift and is not permitted to work because of circumstances within the control of the District (or if the employee is notified not to report to work with less than two (2) hours’ notice as provided in 13.3), the employee will receive reporting time pay of half of the employee’s scheduled workday, which shall not be fewer than two (2) hours of pay and not more than four (4) hour of pay, as applicable.

  
\_\_\_\_\_  
Mark Robinson, CFO

11-6-25.  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Ralph Cornejo, NUHW

11/6/25  
\_\_\_\_\_  
Date

San Benito Healthcare District  
And  
National Union of Healthcare Workers  
November 10, 2025

11.6 TIME SHEETS - TA

The Union will agree to the Hospital's time keeping system upon ratification of the Agreement but for the period from the time the Hospital implemented the changes to the date of ratification, the decision of the arbitrator will govern:

Employees will be given access to login to review their own time worked in a current and historical time sheet in the Kronos system. Employees shall be provided instructions to create a password to login and be provided a workspace for log-in from within their home Department. Employees shall adhere to all deadlines and due dates for proper payroll processing. Employees who currently do not use the Kronos system will be given appropriate training over an adequate transition period to the system.

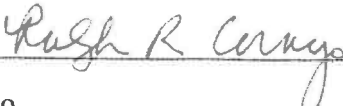
Reporting to work after the specified scheduled time (e.g. start time or lunch breaks) is considered tardiness. The District will be reasonable in the application of this provision.

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

Mark Robinson, CFO

Hazel Hawkins Hospital

Dated: November 10, 2025

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

Ralph Cornejo

National Union of Healthcare Workers

Dated: November 10, 2025

San Benito Healthcare District  
And  
National Union of Healthcare Workers  
December 2, 2025

Article X - TECHNOLOGY – Tentative Agreement

The District retains the exclusive right, consistent with its management rights under the Meyers-Milias-Brown Act (MMBA), to introduce, modify, or implement new technology or systems to improve patient care, enhance operational efficiency, or promote the health and safety of patients and employees.

Recognizing the potential impact of new or modified technology on bargaining unit members, the District agrees to provide the Union with written notice at least thirty (30) calendar days in advance, or as soon as practicable when thirty (30) days' notice is not feasible, of any substantial change in technology that is reasonably anticipated to affect the terms and conditions of employment for bargaining unit members.

This provision does not apply to minor or routine updates, maintenance, or replacements of existing technology, including periodic software updates, unless such changes materially alter bargaining unit job duties, work schedules, or other significant working conditions. Additionally, this provision does not apply to any technologies which the District is contractually obliged to keep confidential or which constitute trade secrets.

At the time of notice, the District will provide a general summary of the planned change and, to the extent information is reasonably available, the anticipated implementation timeline. Such information is provided for the purpose of facilitating good-faith discussions regarding potential impacts and shall not be construed as requiring Union approval or delaying implementation.

The Union may request to meet and confer regarding the impacts of new or modified technology on bargaining unit employees. Such discussions shall be limited to the foreseeable impacts on terms and conditions of employment, and shall not include the District's underlying decision or right to implement the technology itself.

The District may proceed with implementation following completion of good-faith discussions, or sooner if required by regulatory, patient-safety, or operational necessity. In such cases, the District will continue to meet and confer in good faith regarding any continuing impacts to the extent required by law.

Should the Union believe that a change in working conditions has occurred as a result of the implementation of new or modified technology, any dispute shall be subject to the grievance and

arbitration provisions of this Agreement. As to wages, the arbitrator's authority shall be limited to determining the proper rate relative to existing rates set forth within the attached wage rate exhibits of this Agreement. Nothing in this section shall limit or delay the District's right to implement such technology in accordance with applicable laws, regulations, or accreditation requirements.

Signature: 

Mark Robinson, CFO

Hazel Hawkins Hospital

Dated: December 2, 2025

Signature: 

Ralph Comejo

National Union of Healthcare Workers

Dated: December 2, 2025