



August 18, 2023

TO: Legal Counsel

News Media

Salinas Californian

El Sol

Monterey County Herald

Monterey County Weekly

KION-TV

KSBW-TV/ABC Central Coast

KSMS/Entravision-TV

The next regular meeting of the **BOARD OF DIRECTORS OF SALINAS VALLEY HEALTH¹** will be held **THURSDAY, AUGUST 24, 2023, AT 4:00 P.M., DOWNING RESOURCE CENTER, ROOMS A, B, & C, SALINAS VALLEY HEALTH MEDICAL CENTER, 450 E. ROMIE LANE, SALINAS, CALIFORNIA** or via **TELECONFERENCE** (visit [SalinasValleyHealth.com/virtualboardmeeting](https://www.SalinasValleyHealth.com/virtualboardmeeting) for Access Information).

A handwritten signature in black ink, appearing to read "Pete Delgado", written in a cursive style.

Pete Delgado
President/Chief Executive Officer

**REGULAR MEETING OF THE BOARD OF DIRECTORS
 SALINAS VALLEY HEALTH¹**

**THURSDAY, AUGUST 24, 2023, 4:00 P.M.
 DOWNING RESOURCE CENTER, ROOMS A, B & C
 SALINAS VALLEY HEALTH MEDICAL CENTER
 450 E. ROMIE LANE, SALINAS, CALIFORNIA
 or via TELECONFERENCE**

(Visit salinasvalleyhealth.com/virtualboardmeeting for Access Information)

AGENDA

- | | <i><u>Presented By</u></i> |
|---|------------------------------|
| 1. CALL TO ORDER / ROLL CALL | <i>Victor Rey, Jr.</i> |
| 2. CLOSED SESSION <i>(See Attached Closed Session Sheet Information)</i> | <i>Victor Rey, Jr.</i> |
| 3. RECONVENE OPEN SESSION/CLOSED SESSION REPORT
<i>(Estimated time 5:00 pm)</i> | <i>Victor Rey, Jr.</i> |
| 4. EDUCATION PROGRAM – EMPLOYEE ENGAGEMENT 2023 | |
| 5. REPORT FROM THE PRESIDENT/CHIEF EXECUTIVE OFFICER | <i>Pete Delgado</i> |
| 6. PUBLIC INPUT | <i>Victor Rey, Jr.</i> |
| This opportunity is provided for members of the public to make a brief statement, not to exceed three (3) minutes, on issues or concerns within the jurisdiction of this District Board which are not otherwise covered under an item on this agenda. | |
| 7. BOARD MEMBER COMMENTS | <i>Board Members</i> |
| 8. CONSENT AGENDA - GENERAL BUSINESS
<i>(Board Member may pull an item from the Consent Agenda for discussion.)</i> | <i>Victor Rey, Jr.</i> |
| A. Minutes of July 27, 2023, Regular Meeting of the Board of Directors | |
| B. Financial Report | |
| C. Statistical Report | |
| D. Policies Requiring Approval | |
| 1. Nursing Standardized Procedure for First Aid at Community Events | |
| 2. Restraints Policy | |
| 3. Rules and Regulations Amendments | |
| 9. REPORTS ON STANDING AND SPECIAL COMMITTEES | |
| A. QUALITY AND EFFICIENT PRACTICES COMMITTEE | <i>Catherine Carson</i> |
| Minutes of the August 21, 2023 Quality and Efficient Practices Committee meeting have been provided to the Board for their review. Additional Report from Committee Chair, if any. | |
| B. FINANCE COMMITTEE | <i>Joel Hernandez Laguna</i> |
| Minutes of the August 21, 2023 Finance Committee meeting have been provided to the Board for their review. The following recommendations have been made to the Board: | |
| 1. Consider Recommendation for Board Approval of the Purchase of Internet | |

¹Salinas Valley Memorial Healthcare System operating as Salinas Valley Health

Connectivity Services Fees from CENIC as Sole Source Justification and Contract Award

- a. Questions to Committee Chair/Staff
 - b. Motion/Second
 - c. Public Comment
 - d. Board Discussion/Deliberation
 - e. Action by Board/Roll Call Vote
2. Consider Recommendation for Board Approval of the MetTel Addendum to Transfer Select Existing AT&T Carrier as Sole Source Justification and Contract Award
- a. Questions to Committee Chair/Staff
 - b. Motion/Second
 - c. Public Comment
 - d. Board Discussion/Deliberation
 - e. Action by Board/Roll Call Vote

C. **PERSONNEL, PENSION AND INVESTMENT COMMITTEE**

Juan Cabrera

Minutes of the August 22, 2023 Personnel, Pension and Investment Committee meeting have been provided to the Board for their review. Additional Report from Committee Chair, if any.

D. **COMMUNITY ADVOCACY COMMITTEE**

*Rolando
Cabrera, MD*

Minutes of the August 22, 2023 Community Advocacy Committee meeting have been provided to the Board for their review. Additional Report from Committee Chair, if any.

10. **REPORT ON BEHALF OF THE MEDICAL EXECUTIVE COMMITTEE (MEC) MEETING OF AUGUST 10, 2023, AND RECOMMENDATIONS FOR BOARD APPROVAL OF THE FOLLOWING:**

*Theodore,
Kaczmar, Jr.,
MD*

1. Reports
 - A. Credentials Committee
 - B. Interdisciplinary Practice committee
 - C. Medical Staff Excellence Committee
 - D. Quality and Safety Committee Reports
 - Stroke Program Update
 - Risk Management
 - Clinical Nutrition Services – Malnutrition Update
 - Accrediation & Regulatory Update
 - Beta HEART Update
 - Commission on Cancer Update
 - TJC National Patient Safety Goals

11. **EXTENDED CLOSED SESSION** *(if necessary)*

Victor Rey, Jr.

12. **ADJOURNMENT**

The Regular Meeting of the Board of Directors is scheduled for **Thursday, September 28, 2023, at 4:00 p.m.**

The complete Board packet including subsequently distributed materials and presentations is available at the Board Meeting and in the Human Resources Department of the District. All items appearing on the agenda are subject to action by the Board. Staff and Committee recommendations are subject to change by the Board.

Requests for a disability related modification or accommodation, including auxiliary aids or services, in order to attend or participate in a meeting should be made to the Board Clerk during regular business hours at 831-759-3050. Notification received 48 hours before the meeting will enable the District to make reasonable accommodations.

SALINAS VALLEY HEALTH BOARD OF DIRECTORS

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

HEARINGS/REPORTS

(Government Code §37624.3 & Health and Safety Code §§1461, 32155)

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

- 1. Report of the Medical Staff Quality and Safety Committee

Report focus: "Safety and Reliability Practices"

- a. Risk and Patient Safety:

Patient Safety Events and Disclosures- Events/Action Plans/ Monitoring

- b. Accreditation and Regulatory Updates
- c. Malnutrition Documentation – Process Improvement Updates
- d. National Recognitions and Awards

- 2. Quality and Safety Board Dashboard Review

- 3. Receive and Accept Quality and Safety Reports

- a. Disease-Specific Care Processes: Stroke Program
- b. Environment of Care – Workplace Safety Report
- c. Risk Management / Patient Safety – Full report
- d. Accreditation and Regulatory – Full report
- e. Commission on Cancer
- f. TJC National Patient Safety Goals

CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION

(Government Code §54956.9)

Significant exposure to litigation pursuant to Section 54956.9(d)(2) or (3) (Number of potential cases): 2

Additional information required pursuant to Section 54956.9(e): _____

Initiation of litigation pursuant to Section 54956.9(d)(4) (Number of potential cases): _____

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): Trade Secret, Strategic Planning, Proposed New Programs and Services

Estimated date of public disclosure: (Specify month and year): Unknown

CALL TO ORDER/ROLL CALL

(VICTOR REY, JR.)

CLOSED SESSION

*(Report on Items to be
Discussed in Closed Session)*

(VICTOR REY, JR.)

*RECONVENE OPEN SESSION/
CLOSED SESSION REPORT
(ESTIMATED TIME: 5:00 P.M.)*

(VICTOR REY, JR.)

EDUCATION PROGRAM
EMPLOYEE ENGAGEMENT 2023

(VERBAL)

(CHILDS/PHILIPPE)

*REPORT FROM THE PRESIDENT/
CHIEF EXECUTIVE OFFICER*

(VERBAL)

(PETE DELGADO)

PUBLIC INPUT

BOARD MEMBER COMMENTS

(VERBAL)



**SALINAS VALLEY MEMORIAL HEALTHCARE SYSTEM¹
REGULAR MEETING OF THE BOARD OF DIRECTORS
MEETING MINUTES
JULY 27, 2023**

Committee Members Present:

In-person: Vice-President Joel Hernandez Laguna, Juan Cabrera, Rolando Cabrera MD., and Catherine Carson

Via Teleconference: None

Absent: President Victor Rey Jr.

Also Present:

Pete Delgado, President/Chief Executive Officer

Theodore Kaczmar, Jr., MD, Chief of Staff

Matthew Ottone, Esq., District Legal Counsel

Julian Lorenzana, Board Clerk

ADDITIONS AND CHANGES

Vice Chair Hernandez Laguna announced items being added to the agenda

- Medication Error Reduction Program Plan – Added to Policies Requiring approval under Consent Agenda
- Neonatal Endotracheal Intubation Standardized Procedure – Added to Policies Requiring approval under Consent Agenda
- Medication Error Reduction Survey Plan (MERP) (Verbal Update) – Added to Quality and Efficient Practices Committee under Reports on Standing and Special Committees
- CMS Validation Update (Verbal Update) - Added to Quality and Efficient Practices Committee under Reports on Standing and Special Committees

PUBLIC COMMENT:

None

MOTION:

Upon motion by Director Carson, second by Director J. Cabrera, the Board of Directors approved the additions to the Board of Directors agenda.

ROLL CALL VOTE:

Ayes: Directors Hernandez Laguna, J. Cabrera, R Cabrera, and Carson;

Noes: None;

Abstentions: None;

Absent: Director Rey

Motion Carried

¹Salinas Valley Memorial Healthcare System operating as Salinas Valley Health

1. CALL TO ORDER/ROLL CALL

A quorum was present and Vice-President Hernandez Laguna called the meeting to order at 3:39 p.m. in the Downing Resource Center, Rooms A, B, and C.

2. CLOSED SESSION

Vice-President Hernandez Laguna announced items to be discussed in Closed Session as listed on the posted Agenda are (1) *Conference with Labor Negotiator* (2) *Report Involving Trade Secrets*, (3) *Hearings/Reports*. Vice-President Hernandez asked for public comment, to which there was none. The meeting recessed into Closed Session under the Closed Session Protocol at 3:43 p.m. The Board completed its business of the Closed Session at 5:12 p.m.

3. RECONVENE OPEN SESSION/REPORT ON CLOSED SESSION

The Board reconvened Open Session at 5:19 p.m. Vice President Laguna Hernandez reported that in Closed Session, the Board discussed (1) *Conference with Labor Negotiator* (2) *Report Involving Trade Secrets*, (3) *Hearings/Reports*. The Board received the reports listed on the Closed Session agenda, no additional actions were taken.

ADDITIONS AND CHANGES

Vice Chair Hernandez Laguna announced an item being added to the agenda

- Consider Recommendation for Board Approval to Fund the Required Minimum Contribution to the Salinas Valley Memorial Healthcare District Employees' Pension Plan for Calendar Year 2023 – Added to Reports on Standing and Special Committees under Personnel, Pension, and Investment Committee.

PUBLIC COMMENT:

None

MOTION:

Upon motion by Director R. Cabrera, second by Director J. Cabrera, the Board of Directors approved the additions to the Board of Directors agenda.

ROLL CALL VOTE:

Ayes: Directors Hernandez Laguna, J. Cabrera, R Cabrera, and Carson;

Noes: None;

Abstentions: None;

Absent: Director Rey

4. REPORT FROM THE PRESIDENT/CHIEF EXECUTIVE OFFICER

The President's Report highlighted the different organizational pillars. **Growth:** breakthrough Cath Lab procedure featured on KSBW. **Service:** report on patient experience results. **Quality:** Salinas Valley Health has just received another 4-star rating from CMS. **People:** Our very own Director Victor Rey Jr. has been recognized by Modern Healthcare for excellence in governance. **Community:** Summer Health

Institute was a success, 27 students took part this year. Medical Adventure Camp wrapped up this week and Asthma Camp 2023 is set to start Monday, July 31.

PUBLIC COMMENT:

None

5. PUBLIC INPUT

Received public comment from Laura Welch, Nurse Specialist. And Taylor Houlette, Staff Nurse II regarding an incident in the O.R.

Received public comment from Kati Bassler, President of Salinas Valley Federation of Teachers. The Federation of Teachers stands united with the Nurses. On a different note, the Federation of Teachers met with Hospital staff to address the needs of labor and affordable healthcare for teachers.

Received public comment from Steve McDougal, labor representative with the Salinas Valley Federation of Teachers. The Federation of Teachers stands united with the Nurses. He appreciates the conversation he had with staff. He hopes that they can continue to address the needs of teachers.

6. BOARD MEMBER COMMENTS

Director J. Cabrera No comment

Director Cabrera MD. No comment

Director Carson Congratulated the Nursing staff for receiving another 4-star rating from CMS.

Director Hernandez Laguna Commended the Nursing staff for a call that he received from a patient. The patient called to give thanks to the Nursing staff who bought a bench and delivered it to her house after the passing of her daughter. Director Hernandez Laguna would like to schedule a site visit to look at the safety of the hospital focusing on the Emergency Room.

7. CONSENT AGENDA – GENERAL BUSINESS

- A. Minutes of June 21, 2023, regular meeting of the Board of Directors
- B. Financial Report
- C. Statistical Report
- D. Policies Requiring Approval
 - i. Medication Error Reduction Plan (**ADDED VIA ADDITIONS AND CHANGES**)
 - ii. Neonatal Endotracheal Intubation Standardized Procedure (**ADDED VIA ADDITIONS AND CHANGES**)

PUBLIC COMMENT:

None

MOTION:

Upon motion by Director R. Cabrera, second by Director J. Cabrera, the Board of Directors approved the Consent Agenda, Items (a) through (d), as presented.

ROLL CALL VOTE:

Ayes: Directors Hernandez Laguna, J. Cabrera, R Cabrera and Carson;

Noes: None;

Abstentions: None;
Absent: Director Rey

Motion Carried

8. REPORTS ON STANDING AND SPECIAL COMMITTEES

A. QUALITY AND EFFICIENT PRACTICES COMMITTEE

Received a report from Director Carson regarding the Quality and Efficient Practices Committee during Closed Session.

- 1. Consider the Recommendation for the Board of Directors to Approve the Error Reduction Plan (MERP) (Verbal Update). (ADDED VIA ADDITIONS AND CHANGES)***

PUBLIC COMMENT:

None

MOTION:

Upon motion by Director R. Cabrera, second by Director J. Cabrera, the Board of Directors approved the Medication Error Reduction Plan.

ROLL CALL VOTE:

Ayes: Directors Hernandez Laguna, J. Cabrera, R Cabrera and Carson;

Noes: None;

Abstentions: None;

Absent: Director Rey

Motion Carried

- 2. Consider the Recommendation for the Board of Directors to Adopt Two Additions to the Quality Assessment and Performance Improvement (QAPI) Plan Resolution. (ADDED VIA ADDITIONS AND CHANGES)***

PUBLIC COMMENT:

None

MOTION:

Upon motion by Director J. Cabrera, second by Director R. Cabrera, the Board of Directors adopted the two additions to the Quality Assessment and Performance Improvement (QAPI) Plan. (1) List of Performance Improvement Projects for 2023. (2) List of clinical indicators used by the hospital for measurement.

ROLL CALL VOTE:

Ayes: Directors Hernandez Laguna, J. Cabrera, R Cabrera and Carson;

Noes: None;

Abstentions: None;

Absent: Director Rey

Motion Carried

3. CMS Validation Survey (Verbal Update) (ADDED VIA ADDITIONS AND CHANGES)

Director Carson reported that the surveyor came and approved the update. Staff have confirmed that the hospital has received a letter stating that our deemed status has been reinstated.

B. FINANCE COMMITTEE

Received a report from Director Hernandez Laguna regarding the Finance Committee.

1. Consider Recommendation for Board Approval of 3M 360 Encompass Coding Software as Sole Source and Contract Award

PUBLIC COMMENT:

None

MOTION:

Upon motion by Director R. Cabrera, second by Director Carson, the Board of Directors approved the 3M 360 Encompass Coding Software contract renewal as sole source justification and contract award in the amount of \$1,787,773.65 over a five-year term.

ROLL CALL VOTE:

Ayes: Directors Hernandez Laguna, J. Cabrera, R. Cabrera, and Carson;

Noes: None;

Abstentions: None;

Absent: Director Rey

Motion Carried

2. Consider Recommendation for Board of Directors to Award the Construction Contract to FTG Builders, Inc. for the CT Scanner and Nuclear Medicine Equipment Replacement Projects

PUBLIC COMMENT:

None

MOTION:

Upon motion by Director R. Cabrera, second by Director Carson, the Board of Directors awarded the contract for construction to FTG Builders, Inc. for the terms and conditions in the proposed agreement in the total amount of \$2,451,551.

Board Discussion:

Director Hernandez Laguna asked staff to clarify the amount of \$7,230,000 listed as the total on the board paper. Staff clarified that this is the overall amount for the project. The Director also asked about the bidding process, he wanted to know what factors are considered when choosing a vendor. Staff responded that we usually go with the lowest bidder, but that we also consider the competency of the company.

ROLL CALL VOTE:

Ayes: Directors Hernandez Laguna, J. Cabrera, R. Cabrera, and Carson;
Noes: None;
Abstentions: None;
Absent: Director Rey

Motion Carried

C. PERSONNEL, PENSION, AND INVESTMENT COMMITTEE

Received a report from Director Juan Cabrera regarding the Personnel, Pension, and Investment Committee.

1. **Consider Recommendation for Board Approval of:**
 - a. **Findings Supporting Recruitment of Alex Logono, MD;**
 1. ***That the recruitment of a hospitalist to Salinas Valley Health Clinics is in the best interest of the public health of the communities served by the District; and***
 2. ***That the recruitment benefits and incentives the hospital proposes for this recruitment are necessary in order to attract an appropriately qualified physician to practice in the communities served by the District;***
 - b. **Contract Terms for Dr. Logono’s Recruitment Agreement; and**
 - c. **Contract Terms for Dr. Logono’s Hospitalist Professional Services Agreement**

PUBLIC COMMENT:

None

MOTION:

Upon motion by Director Carson, second by Director J. Cabrera, the Board of Directors made the required findings as stated above and approved Dr. Logono’s Recruitment Agreement and Hospitalist Professional Services Agreement for two years and a recruitment incentive of \$40,000.

ROLL CALL VOTE:

Ayes: Directors Hernandez Laguna, J. Cabrera, R. Cabrera, and Carson;
Noes: None;
Abstentions: None;
Absent: Director Rey

Motion Carried

2. **Consider Recommendation for Board Approval of:**
 - a. **Findings Supporting Recruitment of Ian Fauconier, MD;**
 1. ***That the recruitment of a urologist to Salinas Valley Health Clinics is in the best interest of the public health of the communities served by the District; and***
 2. ***That the recruitment benefits and incentives the hospital proposes for this recruitment are necessary in order to attract and relocate an appropriately qualified physician to practice in the communities served by the District;***

- b. Contract Terms for Dr. Fauconier’s Recruitment Agreement; and*
- c. Contract Terms for Dr. Fauconier’s Urology Professional Services Agreement*

PUBLIC COMMENT:

None

MOTION:

Upon motion by Director R. Cabrera, second by Director J. Cabrera, the Board of Directors made the required findings above and approved Dr. Fauconier’s Recruitment Agreement and Urologist Standard Services Agreement for two years with a base guaranteed salary of \$500,000 and a recruitment incentive of \$60,000.

ROLL CALL VOTE:

Ayes: Directors Hernandez Laguna, J. Cabrera, R. Cabrera, and Carson;

Noes: None;

Abstentions: None;

Absent: Director Rey

Motion Carried

3. Consider Recommendation for Board Approval of:

a. Findings Supporting Recruitment of Yang Liu, MD;

- 1. That the recruitment of an oncologist to Salinas Valley Health Clinics is in the best interest of the public health of the communities served by the District; and**
- 2. That the recruitment benefits and incentives the hospital proposes for this recruitment are necessary in order to attract and relocate an appropriately qualified physician to practice in the communities served by the District;**

b. Contract Terms for Dr. Liu’s Recruitment Agreement; and

c. Contract Terms for Dr. Liu’s Oncology Professional Services Agreement

PUBLIC COMMENT:

None

MOTION:

Upon motion by Director R. Cabrera, second by Director J. Cabrera, the Board of Directors made the required findings above, and approved Dr. Liu’s Recruitment Agreement Oncology Standard Services Agreement for two years with a base guarantee salary of \$500,000 and a recruitment incentive of \$50,000.

ROLL CALL VOTE:

Ayes: Directors Hernandez Laguna, J. Cabrera, R. Cabrera, and Carson;

Noes: None;

Abstentions: None;

Absent: Director Rey

Motion Carried

4. Consider the Recommendation for Board Approval to Fund the Required Minimum Contribution to the Salinas Valley Memorial Healthcare District Employees' Pension Plan for Calendar Year 2023. (ADDED VIA ADDITIONS AND CHANGES)

PUBLIC COMMENT:

None

MOTION:

Upon motion by Director Carson, second by Director R. Cabrera, the Board of Directors Approved to Fund the Required Minimum Contribution to the Salinas Valley Memorial Healthcare District Employees' Pension Plan for Calendar Year 2023.

ROLL CALL VOTE:

Ayes: Directors Hernandez Laguna, J. Cabrera, R. Cabrera, and Carson;

Noes: None;

Abstentions: None;

Absent: Director Rey

Motion Carried

D. TRANSFORMATION, STRATEGIC PLANNING, AND GOVERNANCE COMMITTEE

Received a report from Director R. Cabrera regarding the Transformation, Strategic Planning, and Governance Committee, focusing on our current negotiations with Anthem.

9. REPORT ON BEHALF OF THE MEDICAL EXECUTIVE COMMITTEE (MEC) MEETING OF JUNE 8, 2023, AND RECOMMENDATIONS FOR BOARD APPROVAL OF THE FOLLOWING:

A. REPORTS

1. Credentials Committee Report
2. Interdisciplinary Practice Committee Report

B. POLICIES/PROCEDURES/PLANS:

1. Medication Error Reduction Plan (MERP)
2. Neonatal Endotracheal Intubation Nursing Standardized Procedure

Received a report from Dr. Kaczmar. The Board of Directors received and accepted the reports.

10. EXTENDED CLOSED SESSION

An extended Closed Session was not required

11. ADJOURNMENT

The next Regular Meeting of the Board of Directors is scheduled for **Thursday, August 24 at 4:00 p.m.** There being no further business, the meeting was adjourned at 7:05 p.m.

Rolando Cabrera, MD
Secretary, Board of Directors

SALINAS VALLEY HEALTH MEDICAL CENTER
SUMMARY INCOME STATEMENT
July 31, 2023

	<u>Month of July,</u>		<u>One months ended July 31,</u>	
	<u>current year</u>	<u>prior year</u>	<u>current year</u>	<u>prior year</u>
Operating revenue:				
Net patient revenue	\$ 49,290,716	\$ 44,168,855	\$ 49,290,716	\$ 44,168,855
Other operating revenue	1,041,862	696,153	1,041,862	696,153
Total operating revenue	<u>50,332,578</u>	<u>44,865,008</u>	<u>50,332,578</u>	<u>44,865,008</u>
Total operating expenses	47,015,795	42,835,248	47,015,795	42,835,248
Total non-operating income	<u>(786,603)</u>	<u>1,394,589</u>	<u>(786,603)</u>	<u>1,394,589</u>
Operating and non-operating income	<u>\$ 2,530,180</u>	<u>\$ 3,424,348</u>	<u>\$ 2,530,180</u>	<u>\$ 3,424,348</u>

SALINAS VALLEY HEALTH MEDICAL CENTER
 BALANCE SHEETS
 July 31, 2023

	<u>Current year</u>	<u>Prior year</u>
ASSETS:		
Current assets	\$ 440,118,383	\$ 398,897,530
Assets whose use is limited or restricted by board	158,603,034	150,567,841
Capital assets	245,617,711	238,053,957
Other assets	181,021,125	185,970,278
Deferred pension outflows	<u>116,970,429</u>	<u>95,857,027</u>
	<u>\$ 1,142,330,682</u>	<u>\$ 1,069,346,633</u>
LIABILITIES AND EQUITY:		
Current liabilities	83,325,717	110,596,501
Long term liabilities	17,265,735	18,514,233
Lease deferred inflows	2,856,606	1,911,058
Pension liability	123,875,314	79,111,485
Net assets	<u>915,007,310</u>	<u>859,213,355</u>
	<u>\$ 1,142,330,682</u>	<u>\$ 1,069,346,633</u>

**SALINAS VALLEY HEALTH MEDICAL CENTER
SCHEDULES OF NET PATIENT REVENUE
July 31, 2023**

	<u>Month of July,</u>		<u>One months ended July 31,</u>	
	<u>current year</u>	<u>prior year</u>	<u>current year</u>	<u>prior year</u>
Patient days:				
By payer:				
Medicare	1,862	1,866	1,862	1,866
Medi-Cal	1,026	1,089	1,026	1,089
Commercial insurance	691	778	691	778
Other patient	111	110	111	110
Total patient days	<u>3,690</u>	<u>3,843</u>	<u>3,690</u>	<u>3,843</u>
Gross revenue:				
Medicare	\$ 110,980,964	\$ 93,763,441	\$ 110,980,964	\$ 93,763,441
Medi-Cal	60,807,708	58,830,312	60,807,708	58,830,312
Commercial insurance	50,069,566	49,093,605	50,069,566	49,093,605
Other patient	<u>9,118,585</u>	<u>8,343,764</u>	<u>9,118,585</u>	<u>8,343,764</u>
Gross revenue	<u>230,976,823</u>	<u>210,031,122</u>	<u>230,976,823</u>	<u>210,031,122</u>
	74.4%	72.7%	74.4%	72.7%
Deductions from revenue:				
Administrative adjustment	344,863	57,364	344,863	57,364
Charity care	651,415	795,550	651,415	795,550
Contractual adjustments:				
Medicare outpatient	34,154,645	29,511,945	34,154,645	29,511,945
Medicare inpatient	48,282,003	43,300,678	48,282,003	43,300,678
Medi-Cal traditional outpatient	2,365,238	3,197,831	2,365,238	3,197,831
Medi-Cal traditional inpatient	5,746,550	5,096,919	5,746,550	5,096,919
Medi-Cal managed care outpatient	26,214,788	23,132,061	26,214,788	23,132,061
Medi-Cal managed care inpatient	19,745,496	21,656,267	19,745,496	21,656,267
Commercial insurance outpatient	19,564,566	16,341,866	19,564,566	16,341,866
Commercial insurance inpatient	19,180,324	17,691,144	19,180,324	17,691,144
Uncollectible accounts expense	4,071,764	3,725,199	4,071,764	3,725,199
Other payors	<u>1,364,455</u>	<u>1,355,441</u>	<u>1,364,455</u>	<u>1,355,441</u>
Deductions from revenue	<u>181,686,107</u>	<u>165,862,267</u>	<u>181,686,107</u>	<u>165,862,267</u>
Net patient revenue	<u>\$ 49,290,716</u>	<u>\$ 44,168,855</u>	<u>\$ 49,290,716</u>	<u>\$ 44,168,855</u>
	21.34%	21.03%	21.34%	21.03%
Gross billed charges by patient type:				
Inpatient	\$ 119,461,977	\$ 111,244,255	\$ 119,461,977	\$ 111,244,255
Outpatient	81,911,981	71,595,344	81,911,981	71,595,344
Emergency room	<u>29,602,866</u>	<u>27,191,523</u>	<u>29,602,866</u>	<u>27,191,523</u>
Total	<u>\$ 230,976,824</u>	<u>\$ 210,031,122</u>	<u>\$ 230,976,824</u>	<u>\$ 210,031,122</u>

SALINAS VALLEY HEALTH MEDICAL CENTER
STATEMENTS OF REVENUE AND EXPENSES
July 31, 2023

	Month of July,		One months ended July 31,	
	current year	prior year	current year	prior year
Operating revenue:				
Net patient revenue	\$ 49,290,716	\$ 44,168,855	\$ 49,290,716	\$ 44,168,855
Other operating revenue	1,041,862	696,153	1,041,862	696,153
Total operating revenue	50,332,578	44,865,008	50,332,578	44,865,008
Operating expenses:				
Salaries and wages	16,175,545	16,059,151	16,175,545	16,059,151
Compensated absences	3,048,106	2,613,115	3,048,106	2,613,115
Employee benefits	8,687,224	7,218,138	8,687,224	7,218,138
Supplies, food, and linen	6,607,489	6,109,456	6,607,489	6,109,456
Purchased department functions	3,962,609	3,574,378	3,962,609	3,574,378
Medical fees	2,126,284	1,369,093	2,126,284	1,369,093
Other fees	2,888,597	2,355,069	2,888,597	2,355,069
Depreciation	1,806,499	1,891,869	1,806,499	1,891,869
All other expense	1,713,442	1,644,979	1,713,442	1,644,979
Total operating expenses	47,015,795	42,835,248	47,015,795	42,835,248
Income from operations	3,316,783	2,029,760	3,316,783	2,029,760
Non-operating income:				
Donations	(21,180)	1,961,499	(21,180)	1,961,499
Property taxes	333,333	333,333	333,333	333,333
Investment income	2,544,661	2,078,830	2,544,661	2,078,830
Taxes and licenses	0	0	0	0
Income from subsidiaries	(3,643,417)	(2,979,073)	(3,643,417)	(2,979,073)
Total non-operating income	(786,603)	1,394,589	(786,603)	1,394,589
Operating and non-operating income	2,530,180	3,424,348	2,530,180	3,424,348
Net assets to begin	912,477,130	855,789,007	912,477,130	855,789,007
Net assets to end	\$ 915,007,310	\$ 859,213,355	\$ 915,007,310	\$ 859,213,355
Net income excluding non-recurring items	\$ 2,530,180	\$ 3,424,348	\$ 2,530,180	\$ 3,424,348
Non-recurring income (expense) from cost report settlements and re-openings and other non-recurring items	0	0	0	0
Operating and non-operating income	\$ 2,530,180	\$ 3,424,348	\$ 2,530,180	\$ 3,424,348

SALINAS VALLEY HEALTH MEDICAL CENTER
SCHEDULES OF INVESTMENT INCOME
July 31, 2023

	Month of July,		One months ended July 31,	
	current year	prior year	current year	prior year
Detail of other operating income:				
Dietary revenue	\$ 205,779	\$ 144,759	\$ 205,779	\$ 144,759
Discounts and scrap sale	4,828	5,867	4,828	5,867
Sale of products and services	59,928	11,562	59,928	11,562
Clinical trial fees	0	0	0	0
Stimulus Funds	0	0	0	0
Rental income	190,384	175,116	190,384	175,116
Other	580,943	358,849	580,943	358,849
	<u>\$ 1,041,862</u>	<u>\$ 696,153</u>	<u>\$ 1,041,862</u>	<u>\$ 696,153</u>
Detail of investment income:				
Bank and payor interest	\$ 1,400,690	\$ 374,090	\$ 1,400,690	\$ 374,090
Income from investments	1,200,857	1,704,739	1,200,857	1,704,739
Gain or loss on property and equipment	(56,887)	0	(56,887)	0
	<u>\$ 2,544,661</u>	<u>\$ 2,078,830</u>	<u>\$ 2,544,661</u>	<u>\$ 2,078,830</u>
Detail of income from subsidiaries:				
Salinas Valley Medical Center:				
Pulmonary Medicine Center	\$ (177,364)	\$ (206,606)	\$ (177,364)	\$ (206,606)
Neurological Clinic	(79,165)	(47,117)	(79,165)	(47,117)
Palliative Care Clinic	(84,521)	(76,574)	(84,521)	(76,574)
Surgery Clinic	(226,390)	(92,779)	(226,390)	(92,779)
Infectious Disease Clinic	(34,483)	(26,052)	(34,483)	(26,052)
Endocrinology Clinic	(209,267)	(131,287)	(209,267)	(131,287)
Early Discharge Clinic	0	0	0	0
Cardiology Clinic	(526,532)	(476,829)	(526,532)	(476,829)
OB/GYN Clinic	(319,797)	(276,414)	(319,797)	(276,414)
PrimeCare Medical Group	(734,034)	(534,596)	(734,034)	(534,596)
Oncology Clinic	(293,778)	(175,694)	(293,778)	(175,694)
Cardiac Surgery	(222,875)	(234,032)	(222,875)	(234,032)
Sleep Center	(37,209)	(38,835)	(37,209)	(38,835)
Rheumatology	(63,574)	(52,980)	(63,574)	(52,980)
Precision Ortho MDs	(406,363)	(226,182)	(406,363)	(226,182)
Precision Ortho-MRI	0	0	0	0
Precision Ortho-PT	(63,332)	(32,994)	(63,332)	(32,994)
Vaccine Clinic	0	(348)	0	(348)
Dermatology	(1,642)	(4,082)	(1,642)	(4,082)
Hospitalists	0	0	0	0
Behavioral Health	(36,842)	(46,097)	(36,842)	(46,097)
Pediatric Diabetes	(51,607)	(45,855)	(51,607)	(45,855)
Neurosurgery	(30,526)	(30,900)	(30,526)	(30,900)
Multi-Specialty-RR	7,633	5,799	7,633	5,799
Radiology	23,793	(112,777)	23,793	(112,777)
Salinas Family Practice	(116,979)	(110,911)	(116,979)	(110,911)
Urology	(146,575)	(31,021)	(146,575)	(31,021)
Total SVMC	(3,831,429)	(3,005,163)	(3,831,429)	(3,005,163)
Doctors on Duty	33,869	(85,363)	33,869	(85,363)
Vantage Surgery Center	0	0	0	0
LPCH NICU JV	0	0	0	0
Central Coast Health Connect	0	0	0	0
Monterey Peninsula Surgery Center	110,651	104,624	110,651	104,624
Coastal	22,893	(63,635)	22,893	(63,635)
Apex	0	0	0	0
GenesisCare USA	(16,412)	23,876	(16,412)	23,876
Monterey Bay Endoscopy Center	37,011	46,588	37,011	46,588
	<u>\$ (3,643,417)</u>	<u>\$ (2,979,073)</u>	<u>\$ (3,643,417)</u>	<u>\$ (2,979,073)</u>

SALINAS VALLEY HEALTH MEDICAL CENTER
BALANCE SHEETS
July 31, 2023

	Current year	Prior year
Current assets:		
Cash and cash equivalents	\$ 330,930,416	\$ 294,695,259
Patient accounts receivable, net of estimated uncollectibles of \$29,008,811	87,141,496	84,785,930
Supplies inventory at cost	8,048,689	7,518,119
Current portion of lease receivable	1,921,803	534,201
Other current assets	12,075,978	11,364,021
	440,118,383	398,897,530
Assets whose use is limited or restricted by board	158,603,034	150,567,841
Capital assets:		
Land and construction in process	60,334,728	37,299,751
Other capital assets, net of depreciation	185,282,983	200,754,207
	245,617,711	238,053,957
Other assets:		
Right of use assets, net of amortization	5,681,859	7,137,296
Long term lease receivable	1,115,546	1,462,610
Investment in securities	146,194,103	141,950,991
Investment in SVMC	5,270,377	10,244,689
Investment in Aspire/CHI/Coastal	1,704,534	1,580,065
Investment in other affiliates	21,842,983	21,621,662
Net pension asset	(788,277)	1,972,965
	181,021,125	185,970,278
Deferred pension outflows	116,970,429	95,857,027
	\$ 1,142,330,682	\$ 1,069,346,633
LIABILITIES AND NET ASSETS		
Current liabilities:		
Accounts payable and accrued expenses	\$ 56,399,034	\$ 60,369,222
Due to third party payers	6,173,719	29,764,970
Current portion of notes payable	0	0
Current portion of self-insurance liability	18,858,353	17,526,341
Current portion of lease liability	1,894,611	2,935,968
	83,325,717	110,596,501
Long term portion of notes payable	0	0
Long term portion of workers comp liability	13,285,330	14,058,922
Long term portion of lease liability	3,980,405	4,455,311
	100,591,452	129,110,735
Lease deferred inflows	2,856,606	1,911,058
Pension liability	123,875,314	79,111,485
Net assets:		
Invested in capital assets, net of related debt	245,617,711	238,053,957
Unrestricted	669,389,599	621,159,398
	915,007,310	859,213,355
	\$ 1,142,330,682	\$ 1,069,346,633

SALINAS VALLEY HEALTH MEDICAL CENTER
STATEMENTS OF REVENUE AND EXPENSES - BUDGET VS. ACTUAL
July 31, 2023

	Month of July,				One months ended July 31,			
	Actual	Budget	Variance	% Var	Actual	Budget	Variance	% Var
Operating revenue:								
Gross billed charges	\$ 230,976,823	\$ 235,748,845	(4,772,022)	-2.02%	\$ 230,976,823	\$ 235,748,845	(4,772,022)	-2.02%
Deductions from revenue	181,686,107	185,707,444	(4,021,337)	-2.17%	181,686,107	185,707,444	(4,021,337)	-2.17%
Net patient revenue	49,290,716	50,041,401	(750,685)	-1.50%	49,290,716	50,041,401	(750,685)	-1.50%
Other operating revenue	1,041,862	1,332,540	(290,678)	-21.81%	1,041,862	1,332,540	(290,678)	-21.81%
Total operating revenue	50,332,578	51,373,941	(1,041,363)	-2.03%	50,332,578	51,373,941	(1,041,363)	-2.03%
Operating expenses:								
Salaries and wages	16,175,545	16,580,170	(404,625)	-2.44%	16,175,545	16,580,170	(404,625)	-2.44%
Compensated absences	3,048,106	3,543,339	(495,233)	-13.98%	3,048,106	3,543,339	(495,233)	-13.98%
Employee benefits	8,687,224	7,905,799	781,425	9.88%	8,687,224	7,905,799	781,425	9.88%
Supplies, food, and linen	6,607,489	6,899,278	(291,789)	-4.23%	6,607,489	6,899,278	(291,789)	-4.23%
Purchased department functions	3,962,609	3,539,230	423,379	11.96%	3,962,609	3,539,230	423,379	11.96%
Medical fees	2,126,284	2,359,060	(232,776)	-9.87%	2,126,284	2,359,060	(232,776)	-9.87%
Other fees	2,888,597	2,269,528	619,069	27.28%	2,888,597	2,269,528	619,069	27.28%
Depreciation	1,806,499	2,143,590	(337,091)	-15.73%	1,806,499	2,143,590	(337,091)	-15.73%
All other expense	1,713,442	1,841,330	(127,888)	-6.95%	1,713,442	1,841,330	(127,888)	-6.95%
Total operating expenses	47,015,795	47,081,325	(65,530)	-0.14%	47,015,795	47,081,325	(65,530)	-0.14%
Income from operations	3,316,783	4,292,616	(975,833)	-22.73%	3,316,783	4,292,616	(975,833)	-22.73%
Non-operating income:								
Donations	(21,180)	166,667	(187,847)	-112.71%	(21,180)	166,667	(187,847)	-112.71%
Property taxes	333,333	333,333	(0)	0.00%	333,333	333,333	(0)	0.00%
Investment income	2,544,661	1,185,806	1,358,855	114.59%	2,544,661	1,185,806	1,358,855	114.59%
Income from subsidiaries	(3,643,417)	(3,753,728)	110,311	-2.94%	(3,643,417)	(3,753,728)	110,311	-2.94%
Total non-operating income	(786,603)	(2,067,922)	1,281,319	-61.96%	(786,603)	(2,067,922)	1,281,319	-61.96%
Operating and non-operating income	\$ 2,530,180	\$ 2,224,693	305,486	13.73%	\$ 2,530,180	\$ 2,224,693	305,486	13.73%

SALINAS VALLEY HEALTH MEDICAL CENTER

PATIENT STATISTICAL REPORT

For the month of July and one months to date

	<u>Month of July</u>		<u>One months to date</u>		<u>Variance</u>
	<u>2022</u>	<u>2023</u>	<u>2022-23</u>	<u>2023-24</u>	
<u>NEWBORN STATISTICS</u>					
Medi-Cal Admissions	35	31	35	31	(4)
Other Admissions	92	82	92	82	(10)
Total Admissions	127	113	127	113	(14)
Medi-Cal Patient Days	58	51	58	51	(7)
Other Patient Days	141	130	141	130	(11)
Total Patient Days of Care	199	181	199	181	(18)
Average Daily Census	6.4	5.8	6.4	5.8	(0.6)
Medi-Cal Average Days	1.6	1.8	1.6	1.8	0.1
Other Average Days	1.6	1.6	1.6	1.6	0.1
Total Average Days Stay	1.6	1.7	1.6	1.7	0.1
<u>ADULTS & PEDIATRICS</u>					
Medicare Admissions	394	387	394	387	(7)
Medi-Cal Admissions	277	236	242	236	(6)
Other Admissions	395	302	303	302	(1)
Total Admissions	1,066	925	939	925	(14)
Medicare Patient Days	1,614	1,630	1,614	1,630	16
Medi-Cal Patient Days	1,121	1,058	1,121	1,058	(63)
Other Patient Days	942	670	942	670	(272)
Total Patient Days of Care	3,677	3,358	3,677	3,358	(319)
Average Daily Census	118.6	108.3	118.6	108.3	(10.3)
Medicare Average Length of Stay	4.1	4.3	4.1	4.3	0.2
Medi-Cal Average Length of Stay	3.7	3.7	3.7	3.7	(0.0)
Other Average Length of Stay	2.5	1.8	2.5	1.8	(0.7)
Total Average Length of Stay	3.4	3.3	3.4	3.3	(0.2)
Deaths	21	25	21	25	4
Total Patient Days	3,876	3,539	3,876	3,539	(337)
Medi-Cal Administrative Days	14	3	14	3	(11)
Medicare SNF Days	0	0	0	0	0
Over-Utilization Days	0	0	0	0	0
Total Non-Acute Days	14	3	14	3	(11)
Percent Non-Acute	0.36%	0.08%	0.36%	0.08%	-0.28%

SALINAS VALLEY HEALTH MEDICAL CENTER

PATIENT STATISTICAL REPORT

For the month of July and one months to date

	<u>Month of July</u>		<u>One months to date</u>		<u>Variance</u>
	<u>2022</u>	<u>2023</u>	<u>2022-23</u>	<u>2023-24</u>	
<u>PATIENT DAYS BY LOCATION</u>					
Level I	266	223	266	223	(43)
Heart Center	322	329	322	329	7
Monitored Beds	633	625	633	625	(8)
Single Room Maternity/Obstetrics	341	313	341	313	(28)
Med/Surg - Cardiovascular	918	891	918	891	(27)
Med/Surg - Oncology	220	293	220	293	73
Med/Surg - Rehab	542	467	542	467	(75)
Pediatrics	120	95	120	95	(25)
Nursery	199	181	199	181	(18)
Neonatal Intensive Care	164	122	164	122	(42)
<u>PERCENTAGE OF OCCUPANCY</u>					
Level I	66.00%	55.33%	66.00%	55.33%	
Heart Center	69.25%	70.75%	69.25%	70.75%	
Monitored Beds	75.63%	74.67%	75.63%	74.67%	
Single Room Maternity/Obstetrics	29.73%	27.29%	29.73%	27.29%	
Med/Surg - Cardiovascular	65.81%	63.87%	65.81%	63.87%	
Med/Surg - Oncology	54.59%	72.70%	54.59%	72.70%	
Med/Surg - Rehab	67.25%	57.94%	67.25%	57.94%	
Med/Surg - Observation Care Unit	0.00%	0.00%	0.00%	0.00%	
Pediatrics	21.51%	17.03%	21.51%	17.03%	
Nursery	38.91%	35.39%	19.45%	17.69%	
Neonatal Intensive Care	48.09%	35.78%	48.09%	35.78%	

SALINAS VALLEY HEALTH MEDICAL CENTER

PATIENT STATISTICAL REPORT

For the month of July and one months to date

	<u>Month of July</u>		<u>One months to date</u>		<u>Variance</u>
	<u>2022</u>	<u>2023</u>	<u>2022-23</u>	<u>2023-24</u>	
<u>DELIVERY ROOM</u>					
Total deliveries	119	111	119	111	(8)
C-Section deliveries	37	32	37	32	(5)
Percent of C-section deliveries	31.09%	28.83%	31.09%	28.83%	-2.26%
<u>OPERATING ROOM</u>					
In-Patient Operating Minutes	17,401	16,247	17,401	16,247	(1,154)
Out-Patient Operating Minutes	21,839	28,629	21,839	28,629	6,790
Total	39,240	44,876	39,240	44,876	5,636
Open Heart Surgeries	7	9	7	9	2
In-Patient Cases	138	118	138	118	(20)
Out-Patient Cases	237	273	237	273	36
<u>EMERGENCY ROOM</u>					
Immediate Life Saving	37	37	37	37	0
High Risk	497	699	497	699	202
More Than One Resource	2,870	2,767	2,870	2,767	(103)
One Resource	1,901	1,634	1,901	1,634	(267)
No Resources	70	115	70	115	45
Total	<u>5,375</u>	<u>5,252</u>	<u>5,375</u>	<u>5,252</u>	<u>(123)</u>

SALINAS VALLEY HEALTH MEDICAL CENTER

PATIENT STATISTICAL REPORT

For the month of July and one months to date

	<u>Month of July</u>		<u>One months to date</u>		<u>Variance</u>
	<u>2022</u>	<u>2023</u>	<u>2022-23</u>	<u>2023-24</u>	
CENTRAL SUPPLY					
In-patient requisitions	13,866	14,091	13,866	14,091	225
Out-patient requisitions	8,580	10,154	8,580	10,154	1,574
Emergency room requisitions	601	613	601	613	12
Interdepartmental requisitions	7,378	6,343	7,378	6,343	-1,035
Total requisitions	<u>30,425</u>	<u>31,201</u>	<u>30,425</u>	<u>31,201</u>	<u>776</u>
LABORATORY					
In-patient procedures	37,461	35,996	37,461	35,996	-1,465
Out-patient procedures	10,408	10,695	10,408	10,695	287
Emergency room procedures	12,844	12,162	12,844	12,162	-682
Total patient procedures	<u>60,713</u>	<u>58,853</u>	<u>60,713</u>	<u>58,853</u>	<u>-1,860</u>
BLOOD BANK					
Units processed	<u>307</u>	<u>300</u>	<u>307</u>	<u>300</u>	<u>-7</u>
ELECTROCARDIOLOGY					
In-patient procedures	981	1,077	981	1,077	96
Out-patient procedures	356	396	356	396	40
Emergency room procedures	1,098	1,210	1,098	1,210	112
Total procedures	<u>2,435</u>	<u>2,683</u>	<u>2,435</u>	<u>2,683</u>	<u>248</u>
CATH LAB					
In-patient procedures	83	115	83	115	32
Out-patient procedures	89	90	89	90	1
Emergency room procedures	0	0	0	0	0
Total procedures	<u>172</u>	<u>205</u>	<u>172</u>	<u>205</u>	<u>33</u>
ECHO-CARDIOLOGY					
In-patient studies	339	330	339	330	-9
Out-patient studies	213	248	213	248	35
Emergency room studies	0	0	0	0	0
Total studies	<u>552</u>	<u>578</u>	<u>552</u>	<u>578</u>	<u>26</u>
NEURODIAGNOSTIC					
In-patient procedures	152	118	152	118	-34
Out-patient procedures	21	20	21	20	-1
Emergency room procedures	0	0	0	0	0
Total procedures	<u>173</u>	<u>138</u>	<u>173</u>	<u>138</u>	<u>-35</u>

SALINAS VALLEY HEALTH MEDICAL CENTER

PATIENT STATISTICAL REPORT

For the month of July and one months to date

	<u>Month of July</u>		<u>One months to date</u>		<u>Variance</u>
	<u>2022</u>	<u>2023</u>	<u>2022-23</u>	<u>2023-24</u>	
SLEEP CENTER					
In-patient procedures	0	0	0	0	0
Out-patient procedures	138	189	138	189	51
Emergency room procedures	0	0	0	0	0
Total procedures	138	189	138	189	51
RADIOLOGY					
In-patient procedures	1,289	1,254	1,289	1,254	-35
Out-patient procedures	352	407	352	407	55
Emergency room procedures	1,386	1,421	1,386	1,421	35
Total patient procedures	3,027	3,082	3,027	3,082	55
MAGNETIC RESONANCE IMAGING					
In-patient procedures	150	152	150	152	2
Out-patient procedures	105	133	105	133	28
Emergency room procedures	3	9	3	9	6
Total procedures	258	294	258	294	36
MAMMOGRAPHY CENTER					
In-patient procedures	4,108	3,643	4,108	3,643	-465
Out-patient procedures	4,078	3,608	4,078	3,608	-470
Emergency room procedures	0	0	0	0	0
Total procedures	8,186	7,251	8,186	7,251	-935
NUCLEAR MEDICINE					
In-patient procedures	23	21	23	21	-2
Out-patient procedures	99	110	99	110	11
Emergency room procedures	1	0	1	0	-1
Total procedures	123	131	123	131	8
PHARMACY					
In-patient prescriptions	87,652	81,796	87,652	81,796	-5,856
Out-patient prescriptions	14,529	15,349	14,529	15,349	820
Emergency room prescriptions	8,901	8,771	8,901	8,771	-130
Total prescriptions	111,082	105,916	111,082	105,916	-5,166
RESPIRATORY THERAPY					
In-patient treatments	14,648	12,529	14,648	12,529	-2,119
Out-patient treatments	567	1,179	567	1,179	612
Emergency room treatments	244	322	244	322	78
Total patient treatments	15,459	14,030	15,459	14,030	-1,429
PHYSICAL THERAPY					
In-patient treatments	2,464	2,446	2,464	2,446	-18
Out-patient treatments	237	263	237	263	26
Emergency room treatments	0	0	0	0	0
Total treatments	2,701	2,709	2,701	2,709	8

SALINAS VALLEY HEALTH MEDICAL CENTER

PATIENT STATISTICAL REPORT

For the month of July and one months to date

	<u>Month of July</u>		<u>One months to date</u>		<u>Variance</u>
	<u>2022</u>	<u>2023</u>	<u>2022-23</u>	<u>2023-24</u>	
OCCUPATIONAL THERAPY					
In-patient procedures	1,144	1,418	1,144	1,418	274
Out-patient procedures	164	259	164	259	95
Emergency room procedures	0	0	0	0	0
Total procedures	<u>1,308</u>	<u>1,677</u>	<u>1,308</u>	<u>1,677</u>	<u>369</u>
SPEECH THERAPY					
In-patient treatments	478	481	478	481	3
Out-patient treatments	22	24	22	24	2
Emergency room treatments	0	0	0	0	0
Total treatments	<u>500</u>	<u>505</u>	<u>500</u>	<u>505</u>	<u>5</u>
CARDIAC REHABILITATION					
In-patient treatments	0	2	0	2	2
Out-patient treatments	344	499	344	499	155
Emergency room treatments	0	0	0	0	0
Total treatments	<u>344</u>	<u>501</u>	<u>344</u>	<u>501</u>	<u>157</u>
CRITICAL DECISION UNIT					
Observation hours	<u>312</u>	<u>372</u>	<u>312</u>	<u>372</u>	<u>60</u>
ENDOSCOPY					
In-patient procedures	92	60	92	60	-32
Out-patient procedures	28	46	28	46	18
Emergency room procedures	0	0	0	0	0
Total procedures	<u>120</u>	<u>106</u>	<u>120</u>	<u>106</u>	<u>-14</u>
C. T. SCAN					
In-patient procedures	696	722	696	722	26
Out-patient procedures	381	471	381	471	90
Emergency room procedures	674	753	674	753	79
Total procedures	<u>1,751</u>	<u>1,946</u>	<u>1,751</u>	<u>1,946</u>	<u>195</u>
DIETARY					
Routine patient diets	20,141	21,298	20,141	21,298	1,157
Meals to personnel	24,785	27,945	24,785	27,945	3,160
Total diets and meals	<u>44,926</u>	<u>49,243</u>	<u>44,926</u>	<u>49,243</u>	<u>4,317</u>
LAUNDRY AND LINEN					
Total pounds laundered	<u>96,857</u>	<u>98,051</u>	<u>96,857</u>	<u>98,051</u>	<u>1,194</u>



Last Approved N/A
Last Revised N/A
Next Review 3 years after approval

Owner **Lea Woodrow:**
Director of Accreditation and Regulatory Compliance
Area **Nursing Standardized Procedures**

First Aid at Community Events - Standardized Procedure

POLICY

- A. N/A

DEFINITIONS

- A. Director of Nursing – Nursing Director responsible for a nursing unit or cluster of units.
- B. RN – Registered Nurse employed by SVH
- C. SP – Standardized Procedure

PROCEDURE

- A. Function (s)
 1. Under the authority of the SVHMC Chief Medical Officer (CMO), this standardized procedure describes the process for providing basic first aid and providing over the counter (OTC) medications listed when a Salinas Valley Health (SVH) First Aid station is at a hospital/community event.
 2. The intent of this standardized procedure is to authorize the (SVHMC) Registered Nurse (RN), in the absence of the physician, to perform a basic nursing history and on the basis of nursing knowledge administer OTC medications as requested and provided in the first aid kit.
- B. Circumstances
 - Setting
 - Hospital sponsored or community event first aid location

- This standardized procedure governs the Salinas Valley Health RN to:
 - Perform a basic nursing history including food and medication allergies, history for complaints and generalized health.
 - Based on the nursing history and patients complaints provide care as defined in the attached protocols.
 - Utilize the AED as needed in accordance with instructions provided.
- Supervision
 - RNs who are qualified to perform this standardized procedure may independently provide the defined services under the specific protocol. Physician supervision is provided indirectly. The RN may contact 911 any time the person has symptoms that requires medical care beyond first aid.
- Patient Conditions
 - Persons who present to the event First Aid center requesting care or a medication who meet the following criteria may receive services under this Standardized Procedure.
 - Individual has no contraindications or allergies to medications.
 - Refer to the attached protocols for specific conditions.
 - Appearance of a serious condition or medical emergency such as the inability to breathe, chest pain, stroke symptoms, altered level of consciousness or other medical emergency requires the RN to assess patient's ability to make medical decisions to determine if emergency medical services (EMS) should be initiated and/or call 911. If the person has no medical decision capabilities determine if there is family member available to determine if EMS (911) should be contacted.

C. Database

- Subjective - N/A
- Objective - N/A

D. Diagnosis - N/A

E. Definitions:

- OTC- Over the counter
- PPE- Personal Protective Equipment

F. Plan

- Treatment
 - Refer to the attached protocols for the following medical conditions requiring care:

- Suspected Hypoglycemia
- Sunburn
- Nosebleed
- Insect Sting
- Heat Exhaustion / Heat Stroke
- Fracture / Sprain
- Dehydration
- Abrasion / Incision
- Medication, at patient request (Ages 12 and above). Document medication given on the treatment record.
- OTC Tylenol:
 - 325 mg for mild pain - (1-3)
 - 650 mg for moderate pain - (4-6)
- OTC Ibuprophen:
 - 200mg for minor pain (1-3)
 - 400 Mg for moderate pain- (4-6)
- Patient conditions requiring consultation/reportable conditions: Refer to the Protocols
 - Changes in airway, breathing, circulation or altered level of consciousness.
 - With the individuals' permission immediately call 911
 - Stay with the individual until EMS is on site. Provide them with a brief history and assure appropriate PPE is utilized.
- Education-Patient/Family - Educate patient family to the condition as applicable.
- Follow-up - Inform all patients / family to followup with their provide of choice as necessary
- Documentation of Patient Treatment
 - Complete the assessment form and the protocol followed. If medication is prescribed, document on the medication record maintained in the Community Event Log maintained in First Aid Kit. Assure the first aid kit is returned to the Health Promotions Department at the end of the event. The First Aid kit is maintained in the Pharmacy who has oversight of the medications.

G. Record Keeping

- The facility will retain the patients' record according to the [Record Retention Policy](#).

REQUIREMENTS FOR THE REGISTERED NURSE

- A. Education
 - In accordance with the SVHMC RN job description
- B. Training
 - 1. The RN assigned to the First Aid station is required to review the Standardized Procedure prior to commencing duties and signing acknowledgement of their responsibility on the signature page.
 - 2. The sign in sheet is maintained in the Health Promotion Office.
- C. In accordance with the SVH RN Job description. Experience
 - In accordance with the established SVH job description.
 - Initial: During the initial orientation process RNs are educated to this SP and complete a review with their preceptor. This is documented on the Department Specific Orientation Checklist and maintained in the office of the Director of Nursing. The RN is required to implement this SP two (2) times prior to be deemed competent.
 - Ongoing: At least every 3 years competency will be re-assessed via annual skills assessment.
 - During the annual RN performance appraisal process any areas of this SP not meeting requirements will be reviewed with the RN and a plan will be defined if necessary

DEVELOPMENT AND APPROVAL OF THE STANDARDIZED PROCEDURE

- A. Review Schedule
 - Every 3 years or when practice changes are made.
- B. Approval
 - The electronic policy and procedure system maintains tracking of initiation, review and approval of this SP including the Interdisciplinary Practice Committee, Medical Executive Committee and the Board of Directors.

REGISTERED NURSES AUTHORIZED TO PERFORM PROCEDURE AND DATES

- A. The list of qualified individuals who may perform this standardized procedure is available in the department / cluster Nursing Director's office and available upon request.

REFERENCES

- A. California Board of Registered Nursing,
- B. Title 16, California Code of Regulations Section 1474
- C. Medical Board of California. Title 16, Code of Regulations Section 1379

Attachments

[SP Protocols.docx](#)

Approval Signatures

Step Description	Approver	Date
IDPC	Katherine DeSalvo: Director Medical Staff Services	Pending
Policy Committee	Rebecca Alaga: Regulatory/ Accreditation Coordinator	06/2023
Policy Owner	Lea Woodrow: Director of Accreditation and Regulatory Complianc	06/2023

Standards

No standards are associated with this document



Last Approved	N/A
Last Revised	07/2023
Next Review	3 years after approval

Owner	Anna Linn: Clinical Manager
Area	Patient Care

Restraints

I. POLICY STATEMENT:

- ~~A. To describe and differentiate documentation and monitoring requirements when restraints are used for any behavior. Salinas Valley Memorial Hospital (SVMH) strives to be a restraint-free facility. Chemical restraint and seclusion are not used at SVMH.~~
- ~~B. If restraints are used, the policy at SVMH is to use the least restrictive restraint. Mittens and soft restraints are considered to be the least restrictive form of restraints.~~
- ~~C. Physical restraint of a patient shall be used only if patient exhibits behaviors that interfere with medical healing, threatens the safety of the patient, staff or others and when less restrictive methods have failed. The type of restraint used must be the least restrictive method possible to protect the patient, staff members or others from harm, or to protect the healing process.
 - ~~1. RNs assess and monitors for continued restraint need.~~
 - ~~2. Restraints may be discontinued by the RN as soon as is safely possible when the patient's behavior ceases to interfere with medical healing, or the violent or self-destructive behavior ceases.~~~~
- ~~D. An order from a Licensed Independent Practitioner (LIP) is required for the use of restraints. In the event of emergency application of restraints, the physician must be notified immediately following the application.~~
- ~~E. Any LIP who is privileged to write orders at SVMH can write restraint orders~~
- ~~F. PRN or standing orders for restraints are not permitted.
 - ~~1. "Trial release" constitutes a PRN order and therefore, is not permitted. (Note: a temporary, directly supervised release that occurs for the purpose of caring for the patient's needs is not considered a "trial release".)~~~~
- ~~G. The patient (or family if the patient is unable to participate) will be informed of the hospital's policy for restraints and the reason for the current restraint.~~
- ~~H. The use of restraints will be reflected in the patient's plan of care.~~

- I. ~~Hospitals must report the following deaths associated with restraint and seclusion directly to their CMS RO no later than the close of business on the next business day following knowledge of the patient's death:~~
 - 1. ~~Each death that occurs while a patient is in restraint or seclusion, excluding those in which only 2-point soft wrist restraints were used and the patient was not in seclusion at the time of death;~~
 - 2. ~~Each death that occurs within 24 hours after the patient has been removed from restraint or seclusion, excluding those in which only 2-point soft wrist restraints were used and the patient was not in seclusion within 24 hours of their death; and~~
 - 3. ~~Each death known to the hospital that occurs within one week after restraint or seclusion where it is reasonable to assume that use of restraint or placement in seclusion contributed directly or indirectly to a patient's death, regardless of the type(s) of restraint used on the patient during this time.~~

- J. ~~Hospitals must record in an internal hospital log or other system deaths that occur in the following circumstances listed below. The log must include the information specified at 42 CFR §482.13(g) (4) (ii) and the log entry must be made no later than seven days after the date of death of the patient. Hospitals must not send reports of these deaths directly to the RO:~~
 - 1. ~~Each death that occurs while a patient is in restraint but not seclusion and the only restraints used on the patient were applied exclusively to the patient's wrist(s) and were composed solely of soft, non-rigid, cloth-like materials; and~~
 - 2. ~~Each death that occurs within 24 hours after the patient has been removed from restraint, when no seclusion has been used and the only restraints used on the patient were applied exclusively to the patient's wrist(s) and were composed solely of soft, non-rigid, cloth-like materials.~~

~~The information in the log must be made available in either written or electronic form to CMS immediately upon request.~~

- K. ~~The following must also be documented in the patient's medical record for any patient whose death is associated with the use of restraint or seclusion:~~
 - 1. ~~The date and time the death was reported to CMS for deaths required to be directly reported; and~~
 - 2. ~~The date and time the death was recorded in the hospitals/CAH's internal log or other system for deaths that are required to be logged and not directly reported to CMS.~~

A. N/A

II. PURPOSE:

- A. To guide staff in the appropriate use of restraints for patients who exhibit behaviors that interfere with medical healing, or exhibit violent or self-destructive behaviors.
- B. To describe and differentiate documentation and monitoring requirements when restraints are used for any behavior.

III. DEFINITIONS:

A. Restraint: Any manual method, physical or mechanical device, material, or equipment that immobilizes or reduces the ability of a patient to move his or her arms, legs, body, or head freely. Mittens and soft restraints are considered to be the least restrictive restraints at Salinas Valley health medical Center (SVHMC).

1. Types of restraints used at SVHMC include:

a. Mittens/Soft wrist & ankle restraints

b. 4 side rails

~~Restraint: Any manual method, physical or mechanical device, material, or equipment that immobilizes or reduces the ability of a patient to move his or her arms, legs, body, or head freely. Mittens and soft restraints are considered to be the least restrictive restraints at SVMH.~~

~~1. Types of restraints used at SVMH include:~~

~~a. Mittens/Soft wrist & ankle restraints~~

~~b. 4-side rails~~

~~2. Exemptions include but not limited to side rails with seizure pads and ICU beds that require the use of all 4 side rails to function.~~

A. Non-Violent/Non-Self-Destructive Restraint (NV/NSD): Restraint used to prevent the patient from removing vital equipment or therapies, and/or when a patient demonstrates lack of understanding or ability to comply with safety directions or needed precautions. ~~(Formerly known as Acute Care Restraint)~~

B. ~~Violent/Self-Destructive Restraint (V/SD) behavior includes:~~

~~1. Unpredictable or assaultive behavior.~~

~~2. Behavior that is dangerous to the patient or others.~~

~~3. Self-destructive behavior.~~

~~4. Physically threatening behavior with poor control or confirmed history of violence.~~

~~5. Intoxication by alcohol and/or drugs with poor, tenuous or absent behavioral controls.~~

~~6. Manic behavior with poor controls and a history of violence.~~

~~7. Suicidal behavior with poor impulse control: poor tenuous or absent behavior controls that have not responded to less restrictive measures.~~

Violent/Self-Destructive Restraint (V/SD): When restraint must be applied because a patient exhibits behavior that is unpredictable, intentional, and threatens the immediate physical safety of the patient, staff or others.

C. LIP: Licensed independent practitioner (physician)

D. Forensic restraint: Handcuffs, manacles or shackles applied by law enforcement for custody, detention and public safety. Forensic restraints are not covered by this policy.

E. Adaptive support: Will be provided in response to assessed patient need. Examples are:

postural support, orthopedic appliances, tabletop chairs that can be removed by the patient.

- F. Alternative Interventions: Interventions used to prevent escalation of behavior in order to prevent the use of restraints. Alternatives include, but are not limited to, environmental modification and/or use of family/patient safety attendant.
- G. "Trial release" constitutes a PRN order and therefore, is not permitted. (Note: a temporary, directly-supervised release that occurs for the purpose of caring for the patient's needs is not considered a "trial release").

IV. GENERAL INFORMATION:

~~A restraint does not include devices, such as orthopedically prescribed devices, surgical dressings or bandages, protective helmets, or other methods that involve the physical holding of a patient for the purpose of conducting routine physical examinations or tests, or to protect the patient from falling out of bed, or to permit the patient to participate in activities without the risk of physical harm.~~

- A. SVHMC strives to be a restraint-free facility. Chemical restraint and seclusion are not used at SVHMC.
- B. If restraints are used, the policy at SVHMC is to use the least restrictive restraint. Mittens and soft restraints are considered to be the least restrictive form of restraints.
 - 1. Physical restraint of a patient shall be used only if patient exhibits behaviors that interfere with medical healing, threatens the safety of the patient, staff or others and when less restrictive methods have failed. The type of restraint used must be the least restrictive method possible to protect the patient, staff members or others from harm, or to protect the healing process.
 - a. RNs' assess and monitors need for continued restraint
 - b. Restraints may be discontinued by the RN as soon as is safely possible when the patient's behavior ceases to interfere with medical healing, or the violent or self-destructive behavior ceases.
 - c. An order from a Licensed Independent Practitioner (LIP) is required for the use of restraints. In the event of emergency application of restraints, the physician must be notified following the application.
 - d. Any LIP who is privileged to write orders at SVHMC can write restraint orders
 - e. PRN or standing orders for restraints are not permitted.
 - f. The patient (or family if the patient is unable to participate) will be informed of the hospital's policy for restraints and the reason for the current restraint.
- C. ~~The devices and methods listed here would not be considered restraints, and, therefore, not subject to these requirements. These devices are typically used in medical-surgical care.~~Exclusions

~~Use of an arm board to stabilize an IV unless the arm board is tied down (or otherwise attached to the bed), or the entire limb is immobilized.~~

A mechanical support to achieve proper body position, balance, or alignment so as to allow greater freedom of mobility than would be possible without the use of such a mechanical support.

A medically necessary positioning or securing device use to maintain the positions, limit mobility, or temporarily immobilize the patient during medical, dental, diagnostic, or surgical procedures is not considered a restraint.

Recovery from anesthesia that occurs when the patient is in a critical care or post anesthesia care unit is considered part of the surgical procedure; therefore medically necessary restraint use in this setting would not need to meet the requirements of the regulation. However, if the intervention is maintained when the patient is transferred to another unit, or recovers from the effects of the anesthesia (whichever occurs first), a restraint order would be necessary.

Age or developmentally appropriate protective safety interventions (such as stroller safety belts, swing safety belts, high chair lap belts, raised crib rails and crib covers).

A physical escort would include a "light" grasp to escort the patient to a desired location the patient must be able to easily move or escape the grasp.

Side rails used to protect the patient from falling out of bed or necessary for operation of the bed. Examples include raising the rails when a patient is: on a stretcher, on an ICU bed where the use of all four rails is necessary for operation of the bed, recovering from anesthesia, sedated, experiencing involuntary movement, or on certain types of therapeutic beds to prevent the patient from falling out of the bed.

1. A restraint does not include devices, such as orthopedically prescribed devices, surgical dressings or bandages, protective helmets, or other methods that involve the physical holding of a patient for the purpose of conducting routine physical examinations or tests, or to protect the patient from falling out of bed, or to permit the patient to participate in activities without the risk of physical harm.
2. The devices and methods listed here would not be considered restraints, and, therefore, not subject to these requirements. These devices are typically used in medical-surgical care.
 - a. Use of an arm board to stabilize an IV unless the arm board is tied down (or otherwise attached to the bed), or the entire limb is immobilized.
 - b. A mechanical support to achieve proper body position, balance, or alignment so as to allow greater freedom of mobility than would be possible without the use of such a mechanical support.
 - c. A medically necessary positioning or securing device use to maintain the positions, limit mobility, or temporarily immobilize the patient during medical, dental, diagnostic, or surgical procedures is not considered a restraint.
 - d. Recovery from anesthesia that occurs when the patient is in a critical care or post anesthesia care unit is considered part of the surgical procedure; therefore medically necessary restraint use in this setting would not need to meet the requirements of the regulation. However, if the intervention is

maintained when the patient is transferred to another unit, or recovers from the effects of the anesthesia (whichever occurs first), a restraint order would be necessary.

- e. Age or developmentally appropriate protective safety interventions (such as stroller safety belts, swing safety belts, high chair lap belts, raised crib rails and crib covers).
- f. A physical escort would include a "light" grasp to escort the patient to a desired location- the patient must be able to easily move or escape the grasp.
- g. Side rails used to protect the patient from falling out of bed or necessary for operation of the bed. Examples include raising the rails when a patient is: on a stretcher, on an ICU bed where the use of all four rails is necessary for operation of the bed, recovering from anesthesia, sedated, experiencing involuntary movement, or on certain types of therapeutic beds to prevent the patient from falling out of the bed.

~~V. PROCEDURE- Non-violent/Non Self-Destructive Restraint~~

VI. PROCEDURE

A. Non-violent/Non Self-Destructive Restraint

A. Orders

1. A physician's order is required when restraints are used. Prior to the application of a restraint, the RN will contact the attending physician to obtain the order for restraint. Physician evaluation will be completed per medical staff rules.
2. If another physician ordered the restraint, the attending physician shall be notified in accordance as soon as possible. Documentation by the attending physician, after the restraints have been applied, whether or not it addresses the restraint, shall constitute evidence that the physician was notified.
 - a. In an emergency situation, the RN may authorize the application of a restraint, and will obtain the physician's order **immediately** after the application of the restraint.
3. The physician's order must include
 - a. Date and time of application
 - b. Restraint type
 - c. Reason for restraint
 - d. Date and time of order
 - e. Telephone orders must be dated, timed and signed by the ordering physician in accordance with hospital policy.

- f. The order for non-violent restraints does not need to be renewed as long as the restraints are not discontinued.
- 4. **Monitoring Patients in Non-Violent/Non-Self-Destructive Restraint:** Patients in non-violent/non-self-destructive restraints may have a safety check completed at a minimum, every two hours. Areas may include but are not limited to:
 - a. Nutrition and hydration
 - b. Hygiene and elimination
 - c. Circulation and range of motion in extremities
 - d. Skin condition and care
 - e. Physical and psychological care and comfort
 - f. Readiness for discontinuance of restraint
 - g. Vital signs (as patient's condition warrants)
 - h. Repositioning and body alignment
 - i. Release and reapplication of restraint for direct patient care measures as appropriate to patient's condition.
- 5. **Documentation of Restraints:** Document each episode of restraint in patient's medical record:
 - a. When restraint first applied
 - b. Once per shift as close to the end of the shift as possible
 - c. When discontinuing the restraints
 - d. The circumstances that lead to the use of the restraint. This documentation must provide a **description of the patient's behavior** that lead to the use and /or continued use of restraints.
 - e. Date and time family notified if patient unable to participate.
 - f. The use of restraints will be reflected in the patient's plan of care

The physician's order must include:

- 1. **Date and time of application**
- 2. **Restraint type**
- 3. **Reason for restraint**
- 4. **Date and time of order**
- 5. **Telephone orders must be dated, timed and signed by the ordering physician in accordance with hospital policy.**
- 6. **The original order must be renewed every calendar day.**
 - a. **Prior to issuing a new order, the physician must see and assess the patient for the need for continued restraint.**

Monitoring Patients in Non-Violent/Non-Self-Destructive Restraint: Patients in non-violent/

non-self-destructive restraints will be monitored at a minimum, every two hours. Areas to be assessed and monitored include but are not limited to:

1. Nutrition and hydration
2. Hygiene and elimination
3. Circulation and range of motion in extremities
4. Skin condition and care
5. Physical and psychological care and comfort
6. Readiness for discontinuance of restraint
7. Vital signs (as patient's condition warrants)
8. Repositioning and body alignment
9. Release and reapplication of restraint for direct patient care measures as appropriate to patient's condition.

Documentation of Restraints: Document each episode of restraint in patient's medical record:

1. When restraint first applied
2. Once per shift as close to the end of the shift as possible
3. When discontinuing the restraints
4. The circumstances that lead to the use of the restraint. This documentation must provide a **description of the patient's behavior** that lead to the use and /or continued use of restraints.
5. Date and time family notified if patient unable to participate.

VII. PROCEDURE-Violent/Self-Destructive Restraint

A. Violent/Self-Destructive Restraint

A. Orders

Orders

1. A physician's order is required when restraints are used.
~~Activate Code Grey when aggressive, assaultive, or self-destructive behavior occurs that leads to the application of restraints.~~
2. In an emergency situation, the RN may authorize the application of a restraint, and will obtain the physicians order immediately (~~within 15-30 minutes~~) after the application of the restraint.
3. Within one hour following the application of V/SD restraints, a face-to-face assessment of the patients' physical and psychological behavior must be completed by the LIP ~~or a trained RN~~. The assessment must include:
 - a. Patient's immediate situation

- b. Patient's reaction to restraint
 - c. Patient's medical and behavioral condition
 - d. The need to continue or terminate the restraint.
4. The physician's order must include:
 - a. Date and time of application
 - b. Restraint type
 - c. Reason for restraint
 - d. Date and time of order
 - e. Time Limits: may not exceed four hours for patients age 18 and older; two hours for patient's age 9 to 17 years; one hour for patients under age 9.
 - f. ~~Telephone orders must be dated, timed and signed by the ordering physician in accordance with hospital policy.~~
Telephone orders must be dated, timed and signed by the ordering physician in accordance with hospital policy.
5. If continued V/SD restraint is required, the RN will contact the LIP to report the results of the most recent patient assessment and request the renewal of the original order.
6. The original order may be renewed within the required time frames.
 - a. Every 4 hours for patients 18 years and older
 - b. Every 2 hours for patients 9-17 years old
 - c. Every 1 hour for patients under 9 years of age
7. **Patient and Family Awareness:** Staff will inform the patient and the patients' family about the hospital restraint policy and the reason for the restraint. The staff will inform the patient of criteria to be met in order to discontinue the use of restraints, and will assist the patient in meeting the criteria.
8. **Documentation and ongoing assessment of patients in Violent/Self Destructive (V/SD) Restraint:** Patients in V/SD ~~restraints will be monitored~~restraints may have a safety check every 15 minutes. ~~An electronic or~~ written record of monitoring will be maintained in the medical record. Areas ~~to be assessed and monitor~~may include but are not limited to:
 - a. Nutrition and hydration
 - b. Hygiene and elimination
 - c. Circulation and range of motion in extremities
 - d. Skin condition and care
 - e. Physical and psychological care and comfort
 - f. Readiness for discontinuance of restraint
 - g. Vital signs (as patient's condition warrants)

- h. Repositioning and body alignment
- i. Release and reapplication of restraint for direct patient care measures as appropriate to patient's condition.

9. **Documentation of Restraints:** Document each episode of restraint in patient's medical record:

a. In the EHR, the RN will document ~~the circumstances that led to the use of the restraint. This documentation must provide specific descriptions of the patient's behavior that led to the use of restraints.;~~

i. The circumstances that led to the use of the restraint. This documentation must provide specific descriptions of the patient's behavior that led to the use of restraints.

ii.

b. In the one hour face-to-face evaluation, the physician or the RN will document:

~~The least restrictive alternative attempted.~~

~~The rational for the type of restraint used.~~

~~The patient's immediate situation~~

~~The patient's medical and behavioral condition.~~

i. ~~The patient's family was notified of the need for~~least restrictive alternative attempted.

~~The rational for the type of restraint and the hospitals policy on restraint use used.~~

a. The patient's immediate situation

b. The patients reaction to the intervention

c. The patient's medical and behavioral condition.

d. The patient's family was notified of the need for restraint and the hospitals policy on restraint use.

~~If alternatives are not attempted due to the emergent nature of the situation, document the reasons alternatives were not attempted.~~

~~If the ordering physician is not the physician responsible for the care of the patient, document the consult with the responsible physician regarding application of the restraints. Consultation with the responsible physician must occur as soon as the patient is safe and the situation is stable.~~

~~Document every 15 minutes on the V/SD screen or paper.~~

10. If alternatives are not attempted due to the emergent nature of the situation, document the reasons alternatives were not attempted.

11. If the ordering physician is not the physician responsible for the care of the patient, document the consult with the responsible physician regarding application of the restraints. Consultation with the responsible physician must occur as soon as the

patient is safe and the situation is stable.

12. Document safety checks on the V/SD screen or paper.

B. Risk Management Reporting

1. Hospitals must report the following deaths associated with restraint directly to their CMS RO no later than the close of business on the next business day following knowledge of the patient's death:
 - a. Each death that occurs while a patient is in restraint, excluding those in which only 2-point soft wrist restraints were used.
 - b. Each death that occurs within 24 hours after the patient has been removed from restraint, excluding those in which only 2-point soft wrist restraints were used and within 24 hours of their death.
 - c. Each death known to the hospital that occurs within one week after restraint where it is reasonable to assume that use of restraint contributed directly or indirectly to a patient's death, regardless of the type(s) of restraint used on the patient during this time.
2. Hospitals must record in an internal hospital log or other system deaths that occur in the following circumstances listed below. The log must include the information specified at 42 CFR §482.13(g) (4) (ii) and the log entry must be made no later than seven days after the date of death of the patient. Hospitals must not send reports of these deaths directly to the RO:
 - a. Each death that occurs while a patient is in restraint and the only restraints used on the patient were applied exclusively to the patient's wrist(s) and were composed solely of soft, non-rigid, cloth-like materials; and
 - b. Each death that occurs within 24 hours after the patient has been removed from restraint, and the only restraints used on the patient were applied exclusively to the patient's wrist(s) and were composed solely of soft, non-rigid, cloth-like materials.
 - c. The information in the log must be made available in either written or electronic form to CMS immediately upon request.
3. The following must also be documented in the patient's medical record for any patient whose death is associated with the use of restraint or seclusion:
 - a. The date and time the death was reported to CMS for deaths required to be directly reported; and
 - b. The date and time the death was recorded in the hospitals/CAH's internal log or other system for deaths that are required to be logged and not directly reported to CMS.

VIII. ~~STAFF~~ EDUCATION/TRAINING:

- A. Education and/or training is provided as needed.

IX. REFERENCES:

- A. The Joint Commission's Comprehensive Accreditation Manual for Hospitals: Provision of Care Chapter
- B. California Code of Regulations; Title 22, Section 70213(a)(b)(c).
- C. Department of Health & Human Services, Center for Medicare & Medicaid Services; § 482.13 (e) Standard: Restraint for Acute Medical and Surgical Care
- D. Department of Health & Human Services, Center for Medicare & Medicaid Services; § 482.13 (f) Standard: Restraint or seclusion: Staff training requirements.

Attachments

[Restraint Death Log](#)

Approval Signatures

Step Description

Approver

Date

Medical Executive Committee

Katherine DeSalvo: Director
Medical Staff Services

Pending

Policy Committee

Rebecca Alaga: Regulatory/
Accreditation Coordinator

07/2023

Policy Owner

Anna Linn: Clinical Manager

07/2023

Standards

No standards are associated with this document



MEDICAL STAFF
GENERAL RULES AND REGULATIONS
Proposed Amendments

July 6, 2023

Proposed addition language is underlined
Language proposed for deletion is ~~struck out.~~

- **Admission of Patient**
 - 2.3 Responsibility of the Attending Provider**
 - delete redundant language

- **8.0 Medical Records**
 - 8.8-2.1 Complete H&P Definition
 - simplified

 - 8.8-2.3.1.1.1 Exclusions to History and Physical Requirement
 - addition of core biopsies

- **Anesthesia Policy** – routine review

- **Medical Staff Excellence Committee Case Review Process**
 - addition of action plan follow-up period

2.3 Responsibility of the Attending Provider

2.3-6 All patients admitted to the hospital shall be seen by the attending provider or designee on each calendar day including the day of discharge and a daily progress note shall be recorded in the medical record.

8.0 Medical Records

8.8-2

4) **COMPLETE H&P; DEFINITION; REQUIRED ELEMENTS:**

- a. Chief Complaint
- b. History of Present Illness
- c. Relevant Past History
- d. Allergy Histories
- e. A relevant Review of Systems and,
- f. A review of medications.

The Physical Examination must include at least the following:

A statement of general condition and an examination of at least the following:

- HEENT
- Cardiovascular
- Respiratory
- Abdominal
- Extremities
- Neurologic
- Detailed dental when patient is undergoing dental procedures
- Detailed podiatric when patient undergoing podiatric procedures
- A female pelvic, breast and/or rectal examination or a male genital and/or rectal examination is required as part of the history and physical whenever it is clinically indicated.

A history and physical also must contain a statement regarding the conclusion or impressions drawn from the admission history and physical.

The evaluation (H&P, consultation, etc.) shall consist of: date of admission, performing practitioner's name, medical record number, chief complaint, history of present illness, past medical history, relevant social and family history, allergies, present medications, relevant review of systems, physical examination, and assessment and plan appropriate to the patient's age. The physical examination shall consist of vital signs, lungs, hear, and any other elements pertinent to the illness, operation or procedure.

8.8-2.3 Procedures that involve minimal risk and do not require a history and physical: IVP, CT scan with contrast, fistulagrams, thyroid biopsies, fine needle biopsies, core biopsies, thoracentesis, paracentesis, blood patches, blood transfusions, catheter placements (PICC, CVP, dialysis), myelogram, simple fluid aspiration, venogram, lumbar puncture, arthrogram, T-tube cholangiogram, nephrogram, pain management injection, PEG tube replacement, small bowel capsule study, and sleep studies except as listed in Section 8.8.2.2.



SVH ANESTHESIA POLICY

Purpose:

The purpose of these policies and procedures is to establish the standards and expectations for all patients receiving anesthesia services, including but not limited to, topical or local anesthesia, minimal sedation, moderate sedation/analgesia, deep sedation/analgesia, regional anesthesia and general anesthesia, at Salinas Valley Health Medical Center. These policies and procedures apply to all locations in the hospital where anesthesia services are administered, including but not limited to the Operating room suite (both inpatient and outpatient), Emergency Department, Critical Care areas, Obstetrical Suite, Radiology department, Post Anesthesia Care Units, Recovery Rooms, Clinics, and Special procedure areas, e.g. Endoscopy Suite and Pain Management Clinics, and including all departments in all campuses and off-site locations where anesthesia services are provided. (§482.52 and 482.52(a))

Our hospital is vitally interested in the safe administration of all anesthesia services. Anesthesiology is the practice of medicine. The Department of Anesthesia has the responsibility and authority, through its Chair, for developing policies and procedures governing the provision of all categories of anesthesia services, including specifying the minimum qualifications for each category of practitioner who is permitted to provide anesthesia services. (§482.52) The hospital's governing body approves the specific anesthesia service privileges, including type and complexity of procedures, for each practitioner who furnishes anesthesia services, addressing the type of supervision required, if applicable.

Responsibility for implementation of this policy is assigned to the Chair of the Anesthesia Department.

Definitions:

"Anesthesia" - specifically includes General anesthesia, Regional anesthesia, and Monitored anesthesia care (MAC) which includes deep sedation/analgesia **is included in MAC**. (§482.52)

"Sedation/analgesia", specifically includes Topical or local anesthesia, Minimal sedation, Moderate sedation/analgesia, ("Conscious Sedation") (§482.52)

The following are definitions of various levels of sedation/analgesia and anesthesia as defined by the American Society of Anesthesiologists:

- **Minimal Sedation** (Anxiolysis) is a drug-induced state during which patients respond normally to verbal commands. Although cognitive function and physical coordination may be impaired, airway reflexes and ventilatory and cardiovascular functions are unaffected. (§482.52)
- **Moderate Sedation/Analgesia** is a drug-induced depression of consciousness during which patients respond purposefully (reflex withdrawal from a painful stimulus is NOT considered a purposeful response) to verbal commands, either alone or accompanied by light tactile stimulation. No interventions are required to maintain a patent airway, and spontaneous ventilation is adequate. Cardiovascular function is usually maintained. (§482.52)
- **Deep Sedation/Analgesia** is a drug-induced depression of consciousness during which patients cannot be easily aroused but respond purposefully (reflex withdrawal from a painful stimulus is NOT considered a purposeful response) following repeated or painful stimulation. The ability to independently maintain ventilatory function may be impaired. Patients may require assistance in maintaining a patent airway, and spontaneous ventilation may be inadequate. Cardiovascular function is usually maintained. (§482.52)

- **General Anesthesia** is a drug-induced loss of consciousness during which patients are not arousable, even by painful stimulation. The ability to independently maintain ventilatory function is often impaired. Patients often require assistance in maintaining a patent airway, and positive pressure ventilation may be required because of depressed spontaneous ventilation or drug-induced depression or neuromuscular function. Cardiovascular function may be impaired. (§482.52) If the patient loses consciousness and the ability to respond purposefully, the anesthesia care is a general anesthetic, irrespective of whether airway instrumentation is required.

Department of Anesthesia and Department Chair:

Anesthesia services throughout SVMH are organized by the Department of Anesthesia, which is under the direction of a director, otherwise known as the “Department Chair.” (§482.52) The Department Chair must have qualifications set forth in the medical staff bylaws which define the role of a department chair and the medical staff privileges which define the qualifications required to obtain anesthesia privileges. Additional responsibilities include the authority and responsibility for directing the administration of all anesthesia throughout the hospital including all departments in all campuses and off-site locations that are listed on the hospital license and where anesthesia services are provided. (§482.52)

The Department Chair, with support of other members of the department and hospital staff will take responsibility for:

- Delivery of anesthesia services consistent with recognized standards for anesthesia care may include (§482.52(b)):
 - Patient consent;
 - Infection control measures;
 - Safety practices in all anesthetizing areas;
 - Protocol for supportive life functions, e.g., cardiac and respiratory emergencies;
 - Reporting requirements;
 - Documentation requirements;
 - Equipment requirements, as well as the monitoring, inspection, testing, and maintenance of anesthesia equipment in the hospital’s biomedical equipment program.
 - Delineation of pre- and post-anesthesia staff responsibilities
- Responsibility for planning, directing and supervising all activities of the anesthesia service (§482.52)
- Responsibility for establishing staffing schedules (§482.52)
- Responsibility for evaluating the quality and appropriateness of the anesthesia patient care (§482.52)

Professional Qualifications

Clinical privileges in anesthesiology are granted to physicians and other providers qualified to administer anesthesia who are qualified by training to render patients insensible to pain and to minimize stress during surgical, obstetrical and certain medical procedures.

Clinical privileges are also granted to practitioners who are not anesthesia professionals to administer sedative and analgesic drugs to establish a level of moderate or minimal sedation. Analgesia and anesthesia comprise a continuum of states ranging from minimal sedation to general anesthesia. (§482.52).

Topical/local anesthetics

The requirements above concerning who may administer anesthesia do not apply to the administration of topical or local anesthetics.

Minimal Sedation

Pursuant to State scope of practice laws and regulations, minimal sedation and local anesthetics must be administered by a qualified anesthesia provider or a licensed registered nurse, advanced practice nurse or physician assistant (PA) who is trained in compliance with all relevant local, institutional, state and/or national standards, policies or guidelines to administer prescribed sedating and analgesic medications and monitor patients during minimal sedation ("anxiolysis"). Sedation nurses and sedation physician assistants may only work under the direct supervision of a properly trained and privileged medical doctor (M.D. or D.O.).

The supervising doctor is responsible for all aspects involved in the continuum of care – pre-, intra-, and post-procedure. While a patient is sedated, the responsible doctor must be physically present and immediately available in the procedure

suite. Although the supervising doctor is primarily responsible for pre-procedure patient evaluation, supervised sedation practitioners must be trained adequately in pre-procedure patient evaluation to recognize when risk may be increased, and related policies and procedures must allow sedation practitioners to decline to participate in specific cases if they feel uncomfortable in terms of any perceived threat to quality of care or patient safety.

Moderate Sedation

Pursuant to State scope of practice laws and regulations, moderate sedation must be administered by a qualified anesthesia provider, or a licensed registered nurse, advanced practice nurse or physician assistant (PA) who is trained in compliance with all relevant local, institutional, state and/or national standards, policies or guidelines to administer prescribed sedating and analgesic medications and monitor patients during moderate sedation. Sedation nurses and sedation physician assistants may only work under the direct supervision of a properly trained and privileged medical doctor (M.D. or D.O.). Physicians, dentists and podiatrists who are qualified by education, training and licensure to administer moderate sedation may supervise the administration of moderate sedation. Related policies and procedures must allow supervised sedation practitioners to decline to participate in specific cases if they feel uncomfortable in terms of any perceived threat to quality of care or patient safety.

All providers of moderate sedation are required to have at least the following knowledge and competencies:

- Proper medication dosages, administration techniques, adverse reactions and counter interventions
- Airway management and basic life support techniques
- Ability to assess total patient care, including but not limited to respiratory rate, oxygen saturation, blood pressure, cardiac rate and level of consciousness

SVMH has a “Sedation Policy” that should be referenced for additional sedation policies and procedures.

Deep Sedation

Pursuant to State scope of practice laws and regulations, and due to the significant risk that patients may enter a state of general anesthesia, deep sedation must be administered only by practitioners who are qualified to administer deep sedation or appropriately supervised anesthesia professionals.

General and Regional Anesthesia

Pursuant to State scope of practice laws and regulations, general anesthesia must be administered only by practitioners who are qualified to administer general anesthesia or under the direct supervision of qualified anesthesia professionals such as CRNAs and anesthesiologist assistants.

Pursuant to State scope of practice laws and regulations, neuraxial regional anesthesia must be administered only by practitioners who are qualified to administer general anesthesia or under the direct supervision of qualified anesthesia professionals such as CRNAs, anesthesiologist assistants and appropriately supervised trainees.

The hospital’s governing body approves the specific anesthesia and sedation privileges for each practitioner, including type and complexity of procedures, addressing the type of supervision required.

Pre-Anesthesia Evaluation

A pre-anesthesia evaluation must be performed for each patient, prior to any inpatient or outpatient surgery or diagnostic or therapeutic procedure requiring anesthesia services, by a person qualified to administer anesthesia*.
(§482.52(b) (1))

The pre-anesthesia evaluation/re-evaluation of the patient includes, at a minimum:

- Review of the medical history, including anesthesia, drug and allergy history;
- Interview and examination of the patient;
- Notation of anesthesia risk according to established standards of practice (e.g. ASA classification of risk);
- Identification of potential anesthesia problems, particularly those that may suggest potential complications or contraindications to the planned procedure (e.g., difficult airway, ongoing infection, limited intravascular access);

- Additional pre-anesthesia evaluation, if applicable and as required in accordance with standard practice prior to administering anesthesia (e.g., stress tests, additional specialist consultation);
- Development of the plan for the patient's anesthesia care, including the type of medications for induction, maintenance and post-operative care and discussion with the patient (or patient's representative) of the risks and benefits of the delivery of anesthesia. (§482.52(b) (1))

The patient evaluation or re-evaluation encounter for the purpose of completing this requirement must be performed and documented within 48 hours prior to the delivery of the first dose of medication(s) given for the purpose of inducing anesthesia for surgery or a procedure requiring anesthesia services. (§482.52(b) (1))

An immediate pre-anesthesia assessment is completed just prior to the administration of anesthesia (Joint Commission Element of Performance 8 of PC.03.01.03). This pre-anesthesia evaluation may include but are not limited to clinical findings such as vital signs. Validation this assessment is to be documented in the anesthesia record.

Qualified anesthesia professionals who may complete this evaluation include:

- *A qualified anesthesiologist;*
- *A doctor of medicine or osteopathy (other than an anesthesiologist);*
- *An oral and maxillofacial surgeon*

Post-Anesthesia Evaluation

A post anesthesia evaluation must be completed and documented by an individual qualified to administer anesthesia, no later than 48 hours after surgery or a procedure requiring anesthesia services. (§482.52(b) (3)). This does not apply to local or topical anesthesia, minimal or moderate anesthesia. The qualified individual performing the post anesthesia evaluation need not be the same individual who administered the anesthetic. Qualified Anesthesia Professional includes the following:

- *A qualified anesthesiologist;*
- *A doctor of medicine or osteopathy (other than an anesthesiologist);*
- *An oral and maxillofacial surgeon*

The 48-hour timeframe begins at the point the patient is moved into the PACU/ICU or other designated recovery area. The evaluation can occur in the PACU, ICU or other designated recovery location. (§482.52(b) (3))

The elements of an adequate post-anesthesia evaluation should be clearly documented and include:

- Respiratory function, including respiratory rate, airway patency, and oxygen saturation;
- Cardiovascular function, including pulse rate and blood pressure;
- Mental status;
- Temperature;
- Pain;
- Nausea and vomiting; and
- Postoperative hydration. (§482.52(b) (3))

Depending on the specific surgery or procedure performed, additional types of monitoring and assessment may be necessary. (§482.52(b) (3))

Except in cases where post-operative sedation is necessary for the optimum medical care of the patient (e.g., ICU), the evaluation:

- may be done any time after the patient is sufficiently recovered from the acute administration of the anesthesia so as to participate in the evaluation.
- generally would not be performed immediately at the point of movement from the operative area to the designated recovery area. (§482.52(b) (3))

Deep Sedation

Pursuant to State scope of practice laws and regulations, and due to the significant risk that patients may enter a state of general anesthesia, deep sedation must be administered only by practitioners who are qualified to administer deep sedation or appropriately supervised anesthesia professionals.

Because we have patient safety as our top priority, it is the policy of this organization to follow the ASA's Statement on Granting Privileges to Non-Anesthesiologist Practitioners for Personally Administering Deep Sedation or Supervising Deep Sedation by Individuals who are not Anesthesia Professionals (Approved by the ASA House of Delegates on October 18, 2006). See Appendix B for the policy, which is hereby incorporated and adopted by this organization.

General and Regional Anesthesia

Pursuant to State scope of practice laws and regulations, general anesthesia must be administered only by practitioners who are qualified to administer general anesthesia or under the direct supervision of qualified anesthesia professionals such as CRNAs and anesthesiologist assistants.

Pursuant to State scope of practice laws and regulations, neuraxial regional anesthesia must be administered only by practitioners who are qualified to administer general anesthesia or under the direct supervision of qualified anesthesia professionals such as CRNAs, anesthesiologist assistants and appropriately supervised trainees.

Attachment C: Case Review Process

Action	Case Review Process	Timeline - Guidelines
<p>Improvement plan development</p>	<p>If the results of either case reviews or analysis of rate or rule indicator trends indicate a need for individual provider performance improvement, the issue will be referred to the appropriate Department Chair. The MSEC Chair and the Department Chair, and if requested, the CMO, will work together to create and implement the improvement action plan.</p>	<p>The Department Chair and the MSEC Chair will create and implement the improvement plan within 30 days of the MSEC decision, or as soon as reasonably possible. When requested by the committee, the MSS Department will track the improvement implementation and the date implemented and will report back to the MSEC. <u>A 6-month follow up will be sent from MSEC to the Department Chair to determine if further action is needed or if the event that triggered the action plan has been resolved.</u></p>

*QUALITY AND EFFICIENT
PRACTICES COMMITTEE*

*Minutes of the
Quality and Efficient Practices Committee
will be distributed at the Board Meeting*

(CATHERINE CARSON)

FINANCE COMMITTEE

*Minutes from of the
Finance Committee
will be distributed at the Board Meeting*

(JOEL HERNANDEZ LAGUNA)

Board Paper: Review and Approval by Board

Agenda Item: Consider Recommendation for Board Approval of the Purchase of Internet Connectivity Services Fees from CENIC as Sole Source Justification and Contract Award

Executive Sponsor: Augustine Lopez, Chief Financial Officer
Audrey Parks, Chief Information Officer

Date: August 9, 2023

Executive Summary

Salinas Valley Health currently uses CENIC for primary internet access. CENIC, the Corporation for Education Network Initiatives in California, is a non-profit corporation that provides a world-class computing network essential for innovation, and collaboration throughout the state of California. The CENIC network is faster and more protected than commercial internet providers and has extended its services to Salinas Valley Health as part of a wider initiative to provide better internet access to under-served areas like Salinas and Monterey County.

We are requesting to upgrade the existing 1GB internet connection to 10GB to better support the growing need for cloud-based solutions and demand for wi-fi to serve our patients, providers, visitors and others who use wi-fi while at any of our Salinas Valley Health locations.

Key Contract Terms		CENIC				
1. Proposed contract signing date	August 25, 2023					
2. Term of agreement	September 1, 2023 – August 30, 2028					
3. Renewal terms	Auto-renewal; one-year term					
4. Termination provision(s)	90 days' written notice to term; no refund of one-time fees					
5. Payment Terms	Net 30					
6. Annual cost(s)	\$93,452.63 (maintenance and support) \$26,424.73 (one-time fees; equipment, deployment fee)					
Fees	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	
	Year 1	Year 2	Year 3	Year 4	Year 5	
one-time deployment fee	6,333.33					
equipment, installation, maintenance	20,091.40					
annual	93,452.63	93,452.63	93,452.63	93,452.63	93,452.63	
	\$ 119,877.36	\$ 93,452.63	\$ 93,452.63	\$ 93,452.63	\$ 93,452.63	
			Total during contract term:		\$ 493,687.88	
7. Cost over life of agreement	\$493,687.88					
8. Budgeted (yes or no)	Yes					
9. Contract	1001.2460					

Recommendation

Request Board of Directors approve the purchase of internet connectivity services fees from CENIC as sole source justification and contract award in the amount of \$493,687.88 over a five-year term.

Attachments

- Sole Source Justification Form
- Master Services Agreement (displaces previous agreements)
- Evidence of legal review

MASTER AGREEMENT BETWEEN CENIC AND SALINAS VALLEY MEMORIAL HEALTHCARE SYSTEM

This Master Agreement (“Agreement”) is entered into as of _____ by and between the Corporation for Education Network Initiatives in California (“CENIC”), a California public benefit corporation, and the Salinas Valley Memorial Healthcare System, a local health care district organized and operating pursuant to Division 23 of the California Health and Safety Code, operating as Salinas Valley Health (“SVMHS”). This Agreement supersedes any previous Agreements between the Parties. All written communications between the parties shall be addressed as follows unless and until amended in writing by the respective party.

CENIC
Louis Fox
16700 Valley View Ave., Suite 400
La Mirada, CA 90638

Salinas Valley Memorial Healthcare System
Attn: Office of the President/CEO
450 E Romie Ln
Salinas, CA 93901

1. Relationship between the Parties

CENIC operates advanced network services to support the research and education community in California. SVMHS requires use of CENIC advanced services to enable communications with educators and researchers in California and nationally.

It is the purpose of this Agreement to set forth the terms and conditions applicable to the provision of communications and related network services by CENIC.

2. Services to be Provided

The primary communications infrastructure developed, owned, or controlled by CENIC is the California Research and Education Network - CalREN. Among the services that CENIC shall offer to SVMHS are those provided through or related to CalREN.

Specific services and the specifications of those services are as defined in the attached Addenda to this Master Agreement and incorporated fully herein. Each party shall be responsible for providing the other party with accurate information that might be required to install and maintain the service. SVMHS shall at its expense undertake all necessary preparations required to comply with CENIC's reasonable installation and maintenance instructions. CENIC shall not be responsible for operating or maintaining software, equipment or cabling that connects equipment not provided by CENIC for the services unless specifically agreed to in writing by CENIC.

3. Quality of the Services Provided

All services provided under this Agreement shall be operated and supported in a professional and reliable manner in accordance with the service specifications developed by CENIC and implemented after consultation with appropriate CENIC advisory groups. CENIC service specifications are documented on the CENIC Web site.

4. Term and Termination of this Agreement

TERMINATION FOR CONVENIENCE. This Master Agreement is effective as of the last signature date below (“Effective Date”) and shall remain in effect until terminated by either Party. Either party may

terminate this Master Agreement upon ninety (90) days advance written notice to the other party. CENIC cannot issue refunds for backbone services or circuits cancelled in the middle of a contract year (July 1 through June 30). Similarly, SVMHS will be obligated for the costs of any circuit contracts CENIC enters into in order to fulfill CENIC's obligations to SVMHS under this Agreement, provided CENIC notifies SVMHS of the contract and its terms before CENIC enters into the contract, and specifies that SVMHS will be responsible for payment of the costs of the contract even if SVMHS terminates this Agreement.

5. Costs and Payment for the Services

The Addenda and/or attachments to this Master Agreement define the costs for services. The costs for services are set by the CENIC Board of Directors and may be changed from time to time. SVMHS shall have ninety (90) days from the date of written notification of any change of the costs for a service to terminate the service without penalty if such costs are unacceptable.

Payment for services shall be due upon the dates specified in the Addenda or as otherwise agreed to by SVMHS and CENIC. SVMHS shall pay for services within forty-five 45 days of receipt of a CENIC invoice, subject to the payment not being due before the dates specified in the Addenda.

6. Miscellaneous

(a) **WORK BY SUBCONTRACTORS.** CENIC shall make every reasonable effort to ensure that work or services provided by subcontractors meets the requirements specified in the Addenda.

(b) **CONDITIONS OF USE.** SVMHS agrees to conform to the CENIC Appropriate Use Policy and to any specific conditions of use imposed by subcontractors providing communications services to CENIC as may be in force at the time such services are made available to SVMHS per an Addendum to this Agreement.

(c) **CONFLICTING CLAUSES.** If any clause in this Master Agreement is in conflict with a clause in an Addendum to this Agreement, the language in the Addendum shall take precedence.

(d) **FORCE MAJEURE.**

Neither party will be held responsible for any delay or failure in performance of any part of this agreement to the extent such delay or failure is caused by: fire; flood; lightning; explosion; war; acts of terrorism; strike; labor disputes; government requirements; acts of god; or acts or failure to act by any governmental authority.

7. Entire Agreement

This Agreement and any Addenda contemporaneously or subsequently executed by the parties constitute the entire Agreement between the parties regarding the subject matter of this Agreement and supersede all prior written or oral agreements with respect to such. This Agreement may not be modified orally, and no modification shall be binding unless in writing and signed by authorized representatives of both parties.

8. Indemnification

CENIC agrees to defend, indemnify and hold SVMHS and its employees and agents harmless from any and all liability, claims, demands, suits, costs, charges and expenses, including, but without limitation, attorneys' fees, including but not limited to any claim, loss, damage, or injury any way connected with

the performance of this Agreement that is caused by the acts or omissions, willful misconduct or negligent conduct of CENIC or CENIC's agents, employees, or other persons acting on CENIC's behalf. Similarly, SVMHS agrees to defend, indemnify and hold CENIC and its employees and agents harmless from any and all liability, claims, demands, suits, costs, charges and expenses, including, but without limitation, attorneys' fees, including but not limited to any claim, loss, damage, or injury any way connected with the performance of this Agreement that is caused by the acts or omissions, willful misconduct or negligent conduct of SVMHS or SVMHS's agents, employees, or other persons acting on SVMHS's behalf.

9. Use of SVMHS's Trademarks and Logos.

CENIC shall not use SVMHS's logo, or the name "SVMHS" or any other trademarks, logos, insignia, or other identification of SVMHS in any form of publicity, disclosure or sale without the advance written permission of SVMHS. Written permission is hereby granted to use the name SVMHS as a CalREN Auxiliary Associate on CENIC's web site and on printed materials.

10. Independent Contractor.

It is expressly understood and agreed that, in the performance of the activities contemplated by this Agreement, the parties and their employees and agents will at all times act as independent contractors of one another, and not as employees or agents of one another. This Agreement does not constitute and shall not be construed as constituting a partnership, joint venture association, or other affiliation or like relationship between parties. Neither party shall have the right to obligate or bind the other in any manner whatsoever with respect to any third party, and nothing herein contained shall give or is intended to give any right to a third party. In no event will either party be liable for the debts or obligations of the other party, except as specifically provided herein.

11. Amendment/Severability

This Agreement may not be amended, except through a writing signed by authorized representatives of SVMHS and CENIC. If any provision of this Agreement, or part thereof, is held invalid, void or voidable as against public policy or otherwise, the invalidity shall not affect other provisions, or parts thereof, which may be given effect without the invalid provision or part. To this extent, the provisions, and parts thereof, of this Agreement are severable.

12. Dispute Resolution.

Any dispute arising out of or relating to this Agreement shall be resolved through binding arbitration under the applicable rules of JAMS. Should there be any dispute arising out of or in connection to this Agreement, the parties agree to make every effort to resolve such dispute informally, such as through mediation and/or arbitration, prior to the initiation of any legal action in a court of competent jurisdiction. Both parties agree that should either party reasonably retain an attorney to enforce the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs, including fees and costs or corporate staff counsel.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

For CENIC

DocuSigned by:
Louis Fox
DEFF34CE032E41F...

Signature

Louis Fox
Name

President & Chief Executive Officer
Title

7/6/2023

Date

For SVMHS

Signature

Pete Delgado
Name

President/CEO, Salinas Valley Health
Title

Date

CENIC Communications Services Contract
Addendum 1: CalREN Core Network Services
SVMHS

This Addendum is incorporated by reference into the Master Agreement between CENIC and SVMHS for Provision, Installation and Maintenance of Data Communications Services (“Agreement”). This Addendum is effective when signed by both parties (“Effective Date”).

1. Scope of Service

The service to be provided to SVMHS is transit across the CalREN infrastructure by means of connections to the CalREN core routers and switches. This service will enable high capacity Internet data transport among the SVMHS campus and CalREN member institutions connected to that same CalREN infrastructure. Access to higher educational institutions nationally is also available, via peering arrangements or use of other networks such as Abilene or NLR.

2. Term of Service

The service period covered by this Addendum begins on the Effective Date and shall continue for five (5) years from that date. The on-going services covered by this Addendum shall be renewed automatically annually on July 1 unless intention not to renew is delivered by either party to the other at least ninety (90) days prior to the anniversary date.

3. Description of Service

This Addendum assumes connection to the Soledad CalREN backbone network hub site from SVMHS via use of a leased data circuit and routers or appropriate equipment. The data circuit and routers or other equipment are included under a separate addendum. This Addendum covers the use of the CalREN backbone to reach other educational sites in California and nationally.

4. Maintenance of Service

CENIC shall maintain the service in good working condition in accordance with best common practices and as defined in the CENIC Network Operations Center ("NOC") Procedures on the CENIC web site. The CENIC NOC shall be available to respond to service problems seven (7) days a week, and twenty-four (24) hours per day.

5. Costs and Payment for Service

Fees for this service are due initially within 45 days of the availability of service to SVMHS and annually on July 1, or not less than forty-five (45) days after receipt of the invoice from CENIC, whichever is later. This payment schedule may be changed by mutual agreement of the parties. All costs are detailed in Appendix A attached to Addendum 3 of the agreement.

These fees are subject to change by the CENIC Board of Directors. SVMHS will be given ninety (90) days to accept any such increases or terminate services without penalty.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed on the date shown below by their respective duly authorized representatives.

For CENIC

For SVMHS

DocuSigned by:
Louis Fox
DEF34CE032E41F...

Signature

Signature

Louis Fox
Name

Pete Delgado
Name

President and Chief Executive Officer
Title

President/CEO, Salinas Valley Health
Title

7/6/2023
Date

Date

Addendum 2:
CENIC Provision, Installation and Maintenance
Of Advanced Network (Data) Services:
General Internet Access

This Addendum is incorporated by reference into the Master Agreement, hereinafter referred to as “Agreement”, between CENIC and SVMHS, for Provision, Installation and Maintenance of Advanced Network (Data) Services. This Addendum is effective when signed by both parties, hereinafter referred to as “Effective Date”.

1. Scope of Service

This service (“Service”) provides access to sites on the commercial internet accessible to SVMHS via the CENIC CalREN backbone.

2. Term of Service

The service period covered by this Addendum begins upon implementation of the service and is renewed annually each July 1 unless intention not to renew is delivered at least 90 days in advance of the renewal.

3. Location and Description of Service

The Service is provided to SVMHS over the CalREN network.

In support of the Service, CENIC shall maintain high capacity connections between the CalREN network and the commercial Internet and shall make these connections available for use by SVMHS. These connections shall be provided by at least two (2) different Internet service providers (“ISPs”) and through various peering arrangements.

4. Maintenance of Service

CENIC will undertake all reasonable measures to ensure that data transport between SVMHS and the commercial Internet is available 100% of the time, 24 hours per day, 7 days per week. CENIC shall serve as SVMHS’s agent in resolving service problems with commercial Internet service providers.

CENIC shall maintain the ISP connections in good working condition in accordance with best common practices and as defined in the on the CENIC Network Operations Center (“NOC”) Services portion of CENIC’s web site. The CENIC NOC shall be available to respond to service problems seven (7) days a week, and twenty-four (24) hours per day.

5. Cost of Service

CENIC shall provide this service to SVMHS at no cost.

Costs are subject to change by the CENIC Board of Directors at any time. CENIC will notify SVMHS of any fee increases, and SVMHS will be given ninety (90) days from date of notice to accept any increases or terminate services without penalty.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed on the date shown below by their respective duly authorized representatives.

For CENIC

DocuSigned by:
Louis Fox
DEFF34CE032E41F...

Signature

Louis Fox
Name

President and Chief Executive Officer
Title

7/6/2023

Date

SVMHS

Signature

Pete Delgado
Name

President/CEO, Salinas Valley Health
Title

Date

Addendum No. 3:

Connection to the CENIC CalREN Backbone

This Addendum is incorporated by reference into the Master Agreement between CENIC and SVMHS for Provision, Installation and Maintenance of Data Communications Services (“Agreement”). This Addendum is effective when signed by both parties (“Effective Date”). Should SVMHS cancel one or more of the services provided pursuant to this Addendum, SVMHS shall be obligated to reimburse CENIC for the cost of any circuit contracts CENIC enters into in order to fulfill CENIC’s obligations to SVMHS under this Addendum; provided CENIC notifies SVMHS of the contract and its terms before CENIC enters into the contract, and specifies that SVMHS will be responsible for payment of the costs of the contract even if SVMHS terminates this Agreement. Any such cost shall not exceed CENIC's direct third-party cost obligation for the services to be cancelled and shall be subject to section 4 of the Master Agreement.

1 Scope of Service

The Services provided under this Addendum include the planning, design, ordering, installation, acceptance testing, and operation of a leased circuit and associated equipment from SVMHS location to the CENIC hub site in Soledad. SVMHS currently has a 1G Service provided under contract number C45-335 Add 3. That service will be upgraded to a 10G service upon execution of the Agreement and Addendum 3. Until such time as the new 10G Service is fully deployed, SVMHS will continue to be obligated to pay any monthly recurring costs on the existing service. SVMHS understands there may be a period of time during which both the 1G Service and the 10G service will be billed until full deployment is completed. CENIC will work as efficiently as possible to make any overlap as short as possible.

2 Term of Service

The service period contemplated by this Addendum begins upon installation of the service and continues for five (5) years from that date (“Initial Term”). The on-going services covered by this Addendum shall be renewed automatically annually on July 1 unless intention not to renew is delivered by either party to the other at least ninety (90) days prior to the anniversary date.

3 Locations, Cost and Payment for Service

Fees for this service are due initially within 45 days of the availability of service to SVMHS and annually on July 1, or not less than forty-five (45) days after receipt of the invoice from CENIC, whichever is later. This payment schedule may be changed by mutual agreement of the parties. All costs are detailed in Appendix A attached to Addendum 3 of the Agreement.

These fees are subject to change by the CENIC Board of Directors. SVMHS will be given ninety (90) days to accept any such increases or terminate services without penalty.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed on the date shown below by their respective duly authorized representatives.

For CENIC

DocuSigned by:
Louis Fox
DEFF34CE032E41F...

SVMHS

Signature

Signature

Louis Fox
Name

Pete Delgado
Name

President and Chief Executive Officer
Title

President/CEO, Salinas Valley Health
Title

7/6/2023

Date

Date

Appendix A

CalREN connection point: Level3 Soledad

Estimated installation time: 90 to 120 days from contract execution

	One-Time Costs	Monthly Recurring Costs	Annual Recurring Costs
Circuit Deployment Fee (“CDF”)	\$6,333.33		\$0.00
Equipment, Installation and on-going maintenance	\$20,091.40		\$1,332.63
10 Gigabit Ethernet connection to CalREN at L3 Soledad	\$0.00	\$2,310.00	
1MB line for remote management of router		\$50.00	
Discounted Annual 10 Gigabit CalREN Support Fee	\$0.00		\$63,800.00
Totals:	\$26,424.71	\$2,360.00	\$65,132.63

One-time fees shall be invoiced upon installation of the Service and are due within forty-five (45) days of receipt of invoice. Monthly fees will be billed monthly in arrears and are due within forty-five (45) days of receipt of invoice. Annual fees for this service are due annually within forty-five (45) days after receipt of the invoice from CENIC.

The above costs are exclusive of taxes and surcharges which shall be invoiced to SVMHS.

These fees are subject to change by the CENIC Board of Directors. SVMHS will be given ninety (90) days to accept any such increases or terminate services without penalty.

Justification for Sole Source Form

To: Proposal Evaluation Panel

From: Audrey Parks

Type of Purchase: (check one)

- Materials/Supplies
- Data Processing/Telecommunication Goods > \$25,000
- Medical/Surgical – Supplies/Equipment > \$25,000
- Purchased Services

Cost Estimate (\$):	\$493,687.88
Vendor Name:	CENIC
Item Title:	CENIC Internet Services: 2023 - 2028

Statement of Need: My department's recommendation for sole source is based upon an objective review of the product/service required and appears to be in the best interest of the SVMHS. I know of no conflict of interest on my part or personal involvement in any way with this request. No gratuities, favors or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers to exist.

Describe how this selection results in the best value to SVMHS. See typical examples below.

- Licensed or patented product or service. No other vendor provides this. Warranty or defect correction service obligations of the consultant. **Describe why it is mandatory to use this licensed or patented product or service:**
- Existing SVMHS equipment, inventory, custom-built information system, custom built data inventory system, or similar products or programs. **Describe. If product is off-the-shelf, list efforts to find other vendors (i.e. web site search, contacting the manufacturer to see if other dealers are available to service this region, etc.).**
Existing, proprietary internet services available through CENIC to healthcare providers such as Salinas Valley Health. Requesting to upgrade the existing 1GB internet connection to 10GB to better support the growing need for cloud-based solutions and demand for wi-fi to server our patients, providers, visitors and others who need wi-fi while at any of our Salinas Valley Health locations.
- Uniqueness of the service. **Describe.**
- SVMHS has established a standard for this manufacturer, supplier or provider and there is only one vendor. **Attach documentation from manufacturer to confirm that only one dealer provides the product.**
- Factory-authorized warranty service available from only this single dealer. Sole availability at the location required. **Describe.**
- Used item with bargain price (describe what a new item would cost). **Describe.**
- Other -The above reasons are the most common and established causes for an eligible sole source. If you have a different reason, **Describe:**

By signing below, I am attesting to the accuracy and completeness of this form.

Submitter Signature: _____

Date: _____

Board or CEO – Packet Submission Checklist

MetTel: Telecommunications Aggregation – Additional Lines, 2023 - 2026

The original of this completed/fully signed checklist and all required supporting documents are to be hand-delivered to Assistant to CFO by 4:00 p.m. on the Tuesday that falls three (3) weeks before Board week.

- BOARD/CEO PAPER** – required for all submissions; see attached instructions/sample
- KEY CONTRACT TERMS** – required for all submissions – see table in Board/CEO Paper
- CONTRACT** – negotiated final with vendor signature 1001.3884
- PROCUREMENT PROCESS DOCUMENTATION** – required for all submissions requiring Board review/approval per Procurement Management Policy (see policy for details; indicate which sub-category is applicable):
 - If for **data processing/telecommunications goods/services** of more than \$25,000, check applicable option and include documentation: CIO must review.
 - RFP documentation
 - If sole source – provide detailed justification (see attachment)
 - If GPO, submit qualifying verification from Materials Management
 - If for **professional/other services or medical/surgical equipment and supplies** more than \$350,000, check applicable option and include documentation:
 - RFP documentation
 - If GPO, submit qualifying verification from Materials Management
 - If emergency – as designated by Board
 - If for **non-medical materials/supplies** more than \$25,000, check applicable option and include documentation:
 - Invitation for bids documentation
 - If sole source – provide detailed justification (see Attachment 3B)
 - If GPO, submit qualifying verification from Materials Management

Legal counsel/Contract Administrator reviewed: No or Yes, By Whom: No changes to MSA.

SUBMITTED BY DEPARTMENT DIRECTOR OR DEPARTMENT ADMINISTRATOR:

Signature	Title/Department	Date
-----------	------------------	------

REVIEWED BY:

CIO (if applicable): _____	Date: _____
Director of MM, in lieu of Audit/Compliance: _____	Date: _____

Board or CEO – Packet Submission Checklist

CENIC Internet Services: 2023 - 2028

The original of this completed/fully signed checklist and all required supporting documents are to be hand-delivered to Assistant to CFO by 4:00 p.m. on the Tuesday that falls three (3) weeks before Board week.

- BOARD/CEO PAPER** – required for all submissions; see attached instructions/sample
- KEY CONTRACT TERMS** – required for all submissions – see table in Board/CEO Paper
- CONTRACT** – negotiated final with vendor signature [1001.2460](#)
- PROCUREMENT PROCESS DOCUMENTATION** – required for all submissions requiring Board review/approval per Procurement Management Policy (see policy for details; indicate which sub-category is applicable):
 - If for **data processing/telecommunications goods/services** of more than \$25,000, check applicable option and include documentation: **CIO must review.**
 - RFP documentation
 - If sole source – provide detailed justification (see attachment)
 - If GPO, submit qualifying verification from Materials Management
 - If for **professional/other services or medical/surgical equipment and supplies** more than \$350,000, check applicable option and include documentation:
 - RFP documentation
 - If GPO, submit qualifying verification from Materials Management
 - If emergency – as designated by Board
 - If for **non-medical materials/supplies** more than \$25,000, check applicable option and include documentation:
 - Invitation for bids documentation
 - If sole source – provide detailed justification (see Attachment 3B)
 - If GPO, submit qualifying verification from Materials Management

Legal counsel/Contract Administrator reviewed: No or Yes, By Whom: [Natalie James](#)

SUBMITTED BY DEPARTMENT DIRECTOR OR DEPARTMENT ADMINISTRATOR:

Signature	Title/Department	Date
-----------	------------------	------

REVIEWED BY:

CIO (if applicable): _____	Date: _____
Director of MM, in lieu of Audit/Compliance: _____	Date: _____

From: [Natalie A. James](#)
To: [Audrey Parks](#)
Subject: RE: New Contract Auxiliary Associate with CENIC
Date: Friday, June 2, 2023 4:21:05 PM
Attachments: [redline C45-551 Salinas Valley MHS Auxiliary Associate DRAFT 5-22-23.docx](#)

Hi Audrey,

Please find attached my suggested redlines. They opted to remain silent on choice of law, which is fine by us.

These redlines represent SVMHS' preferences, but I don't think anything here is a hill to die on.

Kind regards,
Natalie

NATALIE ANN JAMES, JD
Contract Administrator | Salinas Valley Health
321 E. Romie Lane, 2nd Floor | Salinas, CA 93901
(831) 759-3054 | njames@salinasvalleyhealth.com

From: Cassandra Patrizio <cpatrizio@cenic.org>
Sent: Tuesday, May 23, 2023 8:05 AM
To: Natalie A. James <njames@salinasvalleyhealth.com>
Cc: Audrey Parks <aparks@salinasvalleyhealth.com>; John M. Hornyak <jhornyak@salinasvalleyhealth.com>; Kiten Meena <kmeena@cenic.org>; Timothy Chia <tchia@cenic.org>; Thomas Bokuniewicz <tbokuniewicz@cenic.org>
Subject: New Contract Auxiliary Associate with CENIC

CAUTION: This email came from an external sender. Do not click on links or open attachments unless you are sure you recognize the sender and you know the contents are safe.

Hello Natalie,

Attached is the agreement for SVMHS to review. Since the request was to change membership from Associate to Auxiliary Associate we are doing a brand new agreement. For review all pieces of the Agreement are in one word document, however once we are ready to sign it will split up into separate documents. Attached as one document are the following:

Master Service Agreement for Auxiliary Associate (very similar to the Associate document SVMHS previously signed)
Addendum 1 which covers the CalREN Support Fee (all fees are in the Appendix A. This is how we did it originally, if SVMHS would like the costs to be split out into the corresponding Addenda we can do that)
Addendum 2 which covers General Internet Access (no fee here)
Addendum 3 which details the connection to be provided (in this case upgrading the

current 1G to 10G, fees in Appendix A)
Appendix A where all fees are detailed

I have locked the document for track changes so feel free to make any edits or comments directly in the document for CENIC review. If you have any questions do not hesitate to contact any of us here at CENIC. We look forward to hearing from you.

Regards,

Cassandra

--

Cassandra L. Patrizio
Senior Manager of Contracts
CENIC

MASTER AGREEMENT BETWEEN CENIC AND SALINAS VALLEY MEMORIAL HEALTHCARE SYSTEM

This Master Agreement (“Agreement”) is entered into as of <Date> by and between the Corporation for Education Network Initiatives in California (“CENIC”), a California public benefit corporation, and the Salinas Valley Memorial Healthcare System, [a local health care district organized and operating pursuant to Division 23 of the California Health and Safety Code, operating as Salinas Valley Health](#) (“SVMHS”). This Agreement supersedes any previous Agreements between the Parties. All written communications between the parties shall be addressed as follows unless and until amended in writing by the respective party.

CENIC
Louis Fox
16700 Valley View Ave., Suite 400
La Mirada, CA 90638

Salinas Valley Memorial Healthcare System
<ENTER NAME> [Attn: Office of the President/CEO](#)
450 E Romie Ln
Salinas, CA 93901

1. Relationship between the Parties

CENIC operates advanced network services to support the research and education community in California. SVMHS requires use of CENIC advanced services to enable communications with educators and researchers in California and nationally.

It is the purpose of this Agreement to set forth the terms and conditions applicable to the provision of communications and related network services by CENIC.

2. Services to be Provided

The primary communications infrastructure developed, owned, or controlled by CENIC is the California Research and Education Network - CalREN. Among the services that CENIC shall offer to SVMHS are those provided through or related to CalREN.

Specific services and the specifications of those services are as defined in the attached Addenda to this Master Agreement and incorporated fully herein. Each party shall be responsible for providing the other party with accurate information that might be required to install and maintain the service. SVMHS shall at its expense undertake all necessary preparations required to comply with CENIC's reasonable installation and maintenance instructions. CENIC shall not be responsible for operating or maintaining software, equipment or cabling that connects equipment not provided by CENIC for the services unless specifically agreed to in writing by CENIC.

3. Quality of the Services Provided

All services provided under this Agreement shall be operated and supported in a professional and reliable manner in accordance with the service specifications developed by CENIC and implemented after consultation with appropriate CENIC advisory groups. CENIC service specifications are documented on the CENIC Web site.

4. Term and Termination of this Agreement

TERMINATION FOR CONVENIENCE. This Master Agreement is effective as of the last signature date below (“Effective Date”) and shall remain in effect until terminated by either Party. Either party may terminate this Master Agreement upon ninety (90) days advance written notice to the other party. CENIC

cannot issue refunds for backbone services or circuits cancelled in the middle of a contract year (July 1 through June 30). Similarly, SVMHS will be obligated for the costs of any circuit contracts CENIC enters into in order to fulfill CENIC's obligations to SVMHS under this Agreement, provided CENIC notifies SVMHS of the contract and its terms before CENIC enters into the contract, and specifies that SVMHS will be responsible for payment of the costs of the contract even if SVMHS terminates this Agreement.

5. Costs and Payment for the Services

The Addenda and/or attachments to this Master Agreement define the costs for services. The costs for services are set by the CENIC Board of Directors and may be changed from time to time. SVMHS shall have ninety (90) days from the date of written notification of any change of the costs for a service to terminate the service without penalty if such costs are unacceptable.

Payment for services shall be due upon the dates specified in the Addenda or as otherwise agreed to by SVMHS and CENIC. SVMHS shall pay for services within ~~30-45~~ days of receipt of a CENIC invoice, subject to the payment not being due before the dates specified in the Addenda.

6. Miscellaneous

- (a) **WORK BY SUBCONTRACTORS.** CENIC shall make every reasonable effort to ensure that work or services provided by subcontractors meets the requirements specified in the Addenda.
- (b) **CONDITIONS OF USE.** SVMHS agrees to conform to the CENIC Appropriate Use Policy and to any specific conditions of use imposed by subcontractors providing communications services to CENIC as may be in force at the time such services are made available to SVMHS per an Addendum to this Agreement.
- (c) **CONFLICTING CLAUSES.** If any clause in this Master Agreement is in conflict with a clause in an Addendum to this Agreement, the language in the Addendum shall take precedence.
- (d) **FORCE MAJEURE.**
Neither party will be held responsible for any delay or failure in performance of any part of this agreement to the extent such delay or failure is caused by: fire; flood; lightning; explosion; war; acts of terrorism; strike; labor disputes; government requirements; acts of god; or acts or failure to act by any governmental authority.

7. Entire Agreement

This Agreement and any Addenda contemporaneously or subsequently executed by the parties constitute the entire Agreement between the parties regarding the subject matter of this Agreement and supersede all prior written or oral agreements with respect to such. This Agreement may not be modified orally, and no modification shall be binding unless in writing and signed by authorized representatives of both parties.

8. Indemnification

CENIC agrees to defend, indemnify and hold SVMHS and its employees and agents harmless from any and all liability, claims, demands, suits, costs, charges and expenses, including, but without limitation, attorneys' fees, including but not limited to any claim, loss, damage, or injury any way connected with the performance of this Agreement that is caused by the acts or omissions, willful misconduct or

negligent conduct of CENIC or CENIC's agents, employees, or other persons acting on CENIC's behalf. Similarly, SVMHS agrees to defend, indemnify and hold CENIC and its employees and agents harmless from any and all liability, claims, demands, suits, costs, charges and expenses, including, but without limitation, attorneys' fees, including but not limited to any claim, loss, damage, or injury any way connected with the performance of this Agreement that is caused by the acts or omissions, willful misconduct or negligent conduct of SVMHS or SVMHS's agents, employees, or other persons acting on SVMHS's behalf.

9. Use of SVMHS's Trademarks and Logos.

CENIC shall not use SVMHS's logo, or the name "SVMHS" or any other trademarks, logos, insignia, or other identification of SVMHS in any form of publicity, disclosure or sale without the advance written permission of SVMHS. Written permission is hereby granted to use the name SVMHS as a CalREN Auxiliary Associate on CENIC's web site and on printed materials.

10. Independent Contractor.

It is expressly understood and agreed that, in the performance of the activities contemplated by this Agreement, the parties and their employees and agents will at all times act as independent contractors of one another, and not as employees or agents of one another. This Agreement does not constitute and shall not be construed as constituting a partnership, joint venture association, or other affiliation or like relationship between parties. Neither party shall have the right to obligate or bind the other in any manner whatsoever with respect to any third party, and nothing herein contained shall give or is intended to give any right to a third party. In no event will either party be liable for the debts or obligations of the other party, except as specifically provided herein.

11. Amendment/Severability

This Agreement may not be amended, except through a writing signed by authorized representatives of SVMHS and CENIC. If any provision of this Agreement, or part thereof, is held invalid, void or voidable as against public policy or otherwise, the invalidity shall not affect other provisions, or parts thereof, which may be given effect without the invalid provision or part. To this extent, the provisions, and parts thereof, of this Agreement are severable.

12. Dispute Resolution.

Any dispute arising out of or relating to this Agreement shall be resolved through binding arbitration under the applicable rules of JAMS. Should there be any dispute arising out of or in connection to this Agreement, the parties agree to make every effort to resolve such dispute informally, such as through mediation and/or arbitration, prior to the initiation of any legal action in a court of competent jurisdiction. Both parties agree that should either party reasonably retain an attorney to enforce the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs, including fees and costs or corporate staff counsel.

13. Miscellaneous Terms.

- a. CENIC shall provide services in strict accordance with all applicable state and federal laws and regulations.
- b. CENIC warrants that, to its knowledge, neither CENIC nor its employees or agents performing services under this Agreement have been excluded from participation in federal or state healthcare programs. If an employee/agent performing services under this Agreement is

Formatted: List Paragraph, Outline numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0" + Indent at: 0.25"

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excluded, CENIC will replace that employee/agent within a reasonable time. If CENIC is excluded, SVMHS may terminate this Agreement, without penalty and with applicable refund, upon written notice to CENIC.

c. In accordance with Section 952 of the Omnibus Reconciliation Act of 1980, CENIC agrees that the books and records of CENIC related to this Agreement will be available to the Secretary of Department of Health and Human Services and the Comptroller General of the United States, or their duly authorized representatives, for four (4) years after termination of this Agreement. In the event that any of the services to be performed under this Agreement are performed by any subcontractor of CENIC at a value or cost of \$10,000 or more over a twelve (12) month period, CENIC shall comply and assure that such subcontractor complies with the provisions of Section 952 of the Omnibus Reconciliation Act of 1980. This Section shall be of no force and effect if it is not required by law.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

For CENIC

For SVMHS

Signature

Signature

Louis Fox
Name

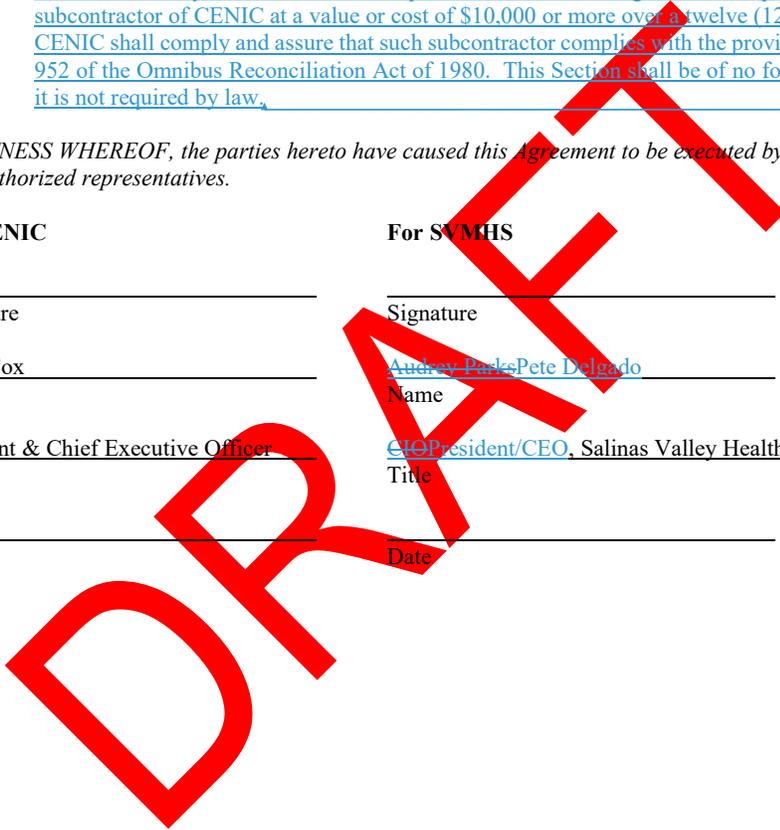
~~Audrey Parks~~Pete Delgado
Name

President & Chief Executive Officer
Title

CEO President/CEO, Salinas Valley Health
Title

Date

Date



**CENIC Communications Services Contract
Addendum 1: CalREN Core Network Services
SVMHS**

This Addendum is incorporated by reference into the Master Agreement between CENIC and SVMHS for Provision, Installation and Maintenance of Data Communications Services ("Agreement"). This Addendum is effective when signed by both parties ("Effective Date").

1. Scope of Service

The service to be provided to SVMHS is transit across the CalREN infrastructure by means of connections to the CalREN core routers and switches. This service will enable high capacity Internet data transport among the SVMHS campus and CalREN member institutions connected to that same CalREN infrastructure. Access to higher educational institutions nationally is also available, via peering arrangements or use of other networks such as Abilene or NLR.

2. Term of Service

The service period covered by this Addendum begins on the Effective Date and shall continue for five (5) years from that date. The on-going services covered by this Addendum shall be renewed automatically annually on July 1 unless intention not to renew is delivered by either party to the other at least ninety (90) days prior to the anniversary date.

3. Description of Service

This Addendum assumes connection to the Soledad CalREN backbone network hub site from SVMHS via use of a leased data circuit and routers or appropriate equipment. The data circuit and routers or other equipment are included under a separate addendum. This Addendum covers the use of the CalREN backbone to reach other educational sites in California and nationally.

4. Maintenance of Service

CENIC shall maintain the service in good working condition in accordance with best common practices and as defined in the CENIC Network Operations Center ("NOC") Procedures on the CENIC web site. The CENIC NOC shall be available to respond to service problems seven (7) days a week, and twenty-four (24) hours per day.

5. Costs and Payment for Service

Fees for this service are due initially within 30 days of the availability of service to SVMHS and annually on July 1, or not less than thirty (30) days after receipt of the invoice from CENIC, whichever is later. This payment schedule may be changed by mutual agreement of the parties. All costs are detailed in Appendix A attached to Addendum 3 of the agreement.

These fees are subject to change by the CENIC Board of Directors. SVMHS will be given ninety (90) days to accept any such increases or terminate services without penalty.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed on the date shown below by their respective duly authorized representatives.

For CENIC

For SVMHS

Signature

Signature

Louis Fox
Name

Audrey Parks
Name

President and Chief Executive Officer
Title

CIO, Salinas Valley Health
Title

Date

Date

DRAFT

Addendum 2:
CENIC Provision, Installation and Maintenance
Of Advanced Network (Data) Services:
General Internet Access

This Addendum is incorporated by reference into the Master Agreement, hereinafter referred to as “Agreement”, between CENIC and SVMHS, for Provision, Installation and Maintenance of Advanced Network (Data) Services. This Addendum is effective when signed by both parties, hereinafter referred to as “Effective Date”.

1. Scope of Service

This service (“Service”) provides access to sites on the commercial internet accessible to SVMHS via the CENIC CalREN backbone.

2. Term of Service

The service period covered by this Addendum begins upon implementation of the service and is renewed annually each July 1 unless intention not to renew is delivered at least 90 days in advance of the renewal.

3. Location and Description of Service

The Service is provided to SVMHS over the CalREN network.

In support of the Service, CENIC shall maintain high capacity connections between the CalREN network and the commercial Internet and shall make these connections available for use by SVMHS. These connections shall be provided by at least two (2) different Internet service providers (“ISPs”) and through various peering arrangements.

4. Maintenance of Service

CENIC will undertake all reasonable measures to ensure that data transport between SVMHS and the commercial Internet is available 100% of the time, 24 hours per day, 7 days per week. CENIC shall serve as SVMHS’s agent in resolving service problems with commercial Internet service providers.

CENIC shall maintain the ISP connections in good working condition in accordance with best common practices and as defined in the on the CENIC Network Operations Center (“NOC”) Services portion of CENIC’s web site. The CENIC NOC shall be available to respond to service problems seven (7) days a week, and twenty-four (24) hours per day.

5. Cost of Service

CENIC shall provide this service to SVMHS at no cost.

Costs are subject to change by the CENIC Board of Directors at any time. CENIC will notify SVMHS of any fee increases, and SVMHS will be given ninety (90) days from date of notice to accept any increases or terminate services without penalty.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed on the date shown below by their respective duly authorized representatives.

For CENIC

SVMHS

Signature

Signature

Louis Fox
Name

Audrey Parks
Name

President and Chief Executive Officer
Title

CIO, Salinas Valley Health
Title

Date

Date

DRAFT

Addendum No. 3:
Connection to the CENIC CalREN Backbone

This Addendum is incorporated by reference into the Master Agreement between CENIC and SVMHS for Provision, Installation and Maintenance of Data Communications Services (“Agreement”). This Addendum is effective when signed by both parties (“Effective Date”). Should SVMHS cancel one or more of the services provided pursuant to this Addendum, SVMHS shall be obligated to reimburse CENIC for the cost of any circuit contracts CENIC enters into in order to fulfill CENIC’s obligations to SVMHS under this Addendum; provided CENIC notifies SVMHS of the contract and its terms before CENIC enters into the contract, and specifies that SVMHS will be responsible for payment of the costs of the contract even if SVMHS terminates this Agreement. Any such cost shall not exceed CENIC’s direct third-party cost obligation for the services to be cancelled and shall be subject to section 4 of the Master Agreement.

1 Scope of Service

The Services provided under this Addendum include the planning, design, ordering, installation, acceptance testing, and operation of a leased circuit and associated equipment from SVMHS location to the CENIC hub site in Soledad. SVMHS currently has a 1G Service provided under contract number C45-335 Add 3. That service will be upgraded to a 10G service upon execution of the Agreement and Addendum 3. Until such time as the new 10G Service is fully deployed, SVMHS will continue to be obligated to pay any monthly recurring costs on the existing service. SVMHS understands there may be a period of time during which both the 1G Service and the 10G service will be billed until full deployment is completed. CENIC will work as efficiently as possible to make any overlap as short as possible.

2 Term of Service

The service period contemplated by this Addendum begins upon installation of the service and continues for five (5) years from that date (“Initial Term”). The on-going services covered by this Addendum shall be renewed automatically annually on July 1 unless intention not to renew is delivered by either party to the other at least ninety (90) days prior to the anniversary date.

3 Locations, Cost and Payment for Service

Fees for this service are due initially within 30 days of the availability of service to SVMHS and annually on July 1, or not less than thirty (30) days after receipt of the invoice from CENIC, whichever is later. This payment schedule may be changed by mutual agreement of the parties. All costs are detailed in Appendix A attached to Addendum 3 of the Agreement.

These fees are subject to change by the CENIC Board of Directors. SVMHS will be given ninety (90) days to accept any such increases or terminate services without penalty.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed on the date shown below by their respective duly authorized representatives.

For CENIC

SVMHS

Signature

Signature

Louis Fox

Name

Audrey Parks

Name

President and Chief Executive Officer

Title

CIO, Salinas Valley Health

Title

Date

Date

DRAFT

Appendix A

CalREN connection point: Level3 Soledad

Estimated installation time: 90 to 120 days from contract execution

	One-Time Costs	Monthly Recurring Costs	Annual Recurring Costs
Circuit Deployment Fee ("CDF")	\$6,333.33		\$0.00
Equipment, Installation and on-going maintenance	\$20,091.40		\$1,332.63
10 Gigabit Ethernet connection to CalREN at L3 Soledad	\$0.00	\$2,310.00	
1MB line for remote management of router		\$50.00	
Discounted Annual 10 Gigabit CalREN Support Fee	\$0.00		\$63,800.00
Totals:	\$26,424.71	\$2,360.00	\$65,132.63

One-time fees shall be invoiced upon installation of the Service and are due within thirty (30) days of receipt of invoice. Monthly fees will be billed monthly in arrears and are due within thirty (30) days of receipt of invoice. Annual fees for this service are due annually within thirty (30) days after receipt of the invoice from CENIC.

The above costs are exclusive of taxes and surcharges which shall be invoiced to SVMHS.

These fees are subject to change by the CENIC Board of Directors. SVMHS will be given ninety (90) days to accept any such increases or terminate services without penalty.

Board Paper: Review and Approval by Board

Agenda Item: Consider Recommendation for Board Approval of the MetTel Addendum to Transfer Select Existing AT&T Carrier as Sole Source Justification and Contract Award

Executive Sponsor: Augustine Lopez, CFO
Audrey Parks, CIO

Date: August 9, 2023

Executive Summary

Salinas Valley Health receives telecommunications services predominantly from AT&T and Comcast. Due to our existing, large AT&T carrier environment, we moved to MetTel last year to aggregate our AT&T voice services at lower cost and improved management through a proprietary utilization management portal, Bruin, by MetTel.

MetTel is a leading wholesale carrier aggregator. MetTel is ranked #1 in Gartner’s alternative Wide Area Network (WAN) solution providers and have five years of Stevie Awards and American Business Awards for their customer service. MetTel’s unique contract management software, the Bruin Portal, will reduce overhead costs for my team used to manage our carrier contracts, track our service tickets, and monitor our expenses.

Location Name	Count	 	
		Current rate/month	New MetTel rate
Salinas Valley Memorial Hospital - Soledad	1	1,365	546
Salinas Valley Memorial Hospital	198	83,284	8,007
Monthly Total		\$ 84,649	\$ 8,553
Annual		\$ 1,015,787	\$ 102,639
Total Cost Over 3-Year Term		\$ 3,047,360	\$ 307,916
Total SAVINGS Over 3-year Term			\$ 2,739,445
			90%

The change order as quoted is to move additional lines off of AT&T direct over to MetTel at a cost of \$8,553.21/month over 36 months or \$307,915.56.

The current estimated spend with AT&T for these same lines is \$84,649/month so the savings over the 3-year term is approximately \$2.74 million or 90%.

Key Contract Terms	Vendor: Carousel Industries
1. Proposed contract signing date	August 25, 2023
2. Term of agreement	Three-year term (3-years)
3. Renewal terms	Auto one-year terms

4. Termination provision(s)	Early termination possible, but fiscal liability for contract value remains
5. Payment Terms	\$2,739,445 over three years, \$102,639/year Paid monthly in the amount of \$8,553.21 Net 30 per master agreement.
6. Annual cost(s)	\$307,915.56 over the 3-year term
7. Cost over life of agreement	September 1, 2020
8. Budgeted (yes or no)	Yes. Net savings of \$2.74M over three years
9. Contract	1001.3884

Recommendation

Consider recommendation for Board approval of the MetTel Addendum to Transfer Select Existing AT&T Carrier as Sole Source Justification and Contract Award in the amount of \$307,915.56 over a three-year term.

Attachments

- Quote, dated June 27, 2023, ID: SQ-00124504

Justification for Sole Source Form

Item Request: Telecommunications Aggregator

To: Proposal Evaluation Panel

From: Audrey Parks, IT

Type of Purchase:

- Materials/Supplies
- Data Processing/Telecommunication Goods > \$25,000
- Medical/Surgical – Supplies/Equipment > \$25,000
- Purchased Services
- Other – Describe: _____

<i>Cost Estimate \$</i>	\$ 307,915.56
<i>Business Name</i>	MetTel Communications
<i>Vendor/Consultant Information</i>	Carousel Industries
<i>Contact Name and Position</i>	Matthew Bridgen
<i>Contact Email</i>	mbridgen@carouselindustries.com
<i>Contact Phone Number</i>	603-455-5933

Statement of Need: My department’s recommendation for sole source is based upon an objective review of the product/service required and appears to be in the best interest of the SVMHS. I know of no conflict of interest on my part or personal involvement in any way with this request. No gratuities, favors or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers to exist.

Describe how this selection results in the best value to SVMHS. See typical examples below.

- Licensed or patented product or service. No other vendor provides this. Warranty or defect correction service obligations of the consultant. **Describe why it is mandatory to use this licensed or patented product or service:**
- Existing SVMHS equipment, inventory, custom-built information system, custom built data inventory system, or similar products or programs. **Describe. If product is off-the-shelf, list efforts to find other vendors (i.e. web site search, contacting the manufacturer to see if other dealers are available to service this region, etc.).**

Salinas Valley Health receives telecommunications services predominantly from AT&T and Comcast. Due to our existing, large AT&T carrier environment, we were looking for a AT&T voice aggregation partner for our voice services. Based on our business objectives to simplify our telecommunications carrier management and reduce total monthly telecommunication spend, we consolidated and switched procurement of select AT&T lines under MetTel Communications to provide voice wireline aggregation and reduce costs. MetTel is unique in that they have a proprietary communication management platform (the Bruin Portal) to assist with managing complex telecommunications carrier contracts. The platform delivers full transparency into our inventory, utilization and spend, and offers a robust platform for bill optimization, reporting, and help desk support.

Through a voice aggregator, we are able to simplify our telecommunications management, maintain the wirelines with AT&T on the backend, and avoid any interruptions to our services, while benefiting from the savings associated with moving to an aggregator. MetTel is AT&T’s

Justification for Sole Source Form

number one voice aggregator. [This change order is to migrate additional AT&T lines over to MetTel, a services provider we are currently using.](#)

- Uniqueness of the service. **Describe.**
- SVMHS has established a standard for this manufacturer, supplier or provider and there is only one vendor. **Attach documentation from manufacturer to confirm that only one dealer provides the product.**
- Factory-authorized warranty service available from only this single dealer. Sole availability at the location required. **Describe.**
- Used item with bargain price (describe what a new item would cost). **Describe.**
- Other -The above reasons are the most common and established causes for an eligible sole source. If you have a different reason, **Describe:**

By signing below, I am attesting to the accuracy and completeness of this form.

Submitter Signature: _____ Date: _____

MetTel Communications Solution

Prepared For
Salinas Valley Health

Presented On
July 27, 2023

Presented By
CAROUSEL INDUSTRIES

Dear Salinas Valley Health,

Thank you for the opportunity to propose a MetTel solution for your business communications needs. At MetTel, we strive to achieve the best value for our customers by providing a comprehensive suite of telecommunications solutions. From traditional voice services to software-defined networks and mobility solutions, MetTel is the preferred solution provider of enterprise and government customers.

We are committed to delivering immediate and sustainable cost and operational efficiencies to our customers:

- Significant hard and soft dollar savings
- Cloud-based communications management platform with detailed invoicing, reporting and help desk functionality
- Service availability for all communications solutions across the United States, Canada, and Puerto Rico
- Superior, 24/7/365 U.S.-based customer care

I look forward to reviewing the enclosed proposal with you and addressing any questions you may have.

Thank you.

CAROUSEL INDUSTRIES

SOLUTION PORTFOLIO

Data & Network Solutions

- Ethernet Services
- MPLS
- Data T1
- Cable Internet
- SD-WAN
- Business Fiber
- Managed Router
- Managed Firewall
- Managed Wi-Fi
- IPsec & SSL VPN

Advanced Voice Solutions

- Cloud PBX
- Unified Communications (UC)
- SIP Trunking
- SIP PRI
- Audio & Web Conferencing
- Digital Voice

Cloud Managed Solutions

- Hosted Exchange
- Online Backup
- IP Business
- Patching & Antivirus
- IT Management Services

Mobility Solutions

- Mobile Device Management (MDM)
- Nationwide Mobility
- Fixed Wireless/Mobility
- Push-to-Talk (PTT)
- Mobile Help Desk
- Internet of Things (IoT)
- Mobile POTS

Professional & Consulting Solutions

- Communications Management Platform (Bruin)
- Professional Services
- Managed Services

Traditional Solutions

- Business Lines
- Local & Long Distance
- Toll-Free
- High Speed Internet
- ISDN PRI
- PRI
- Point-to-Point Private Lines
- Centrex
- PBX Trunks

Prepared For
Salinas Valley Health
Expiration Date
Aug 26, 2023
Authorized By
Ian Goldin

Date
July 27, 2023
Agent
INTELISYS COMMUNICATIONS
Agent ID
AGTMASTJB154534

Quote ID
SQ-00124504
Opportunity ID
0061T000016uAq0QAE
Term
36 Month

Total
Monthly Recurring Cost (MRC)
\$8,553.21

Total
Non Recurring Cost (NRC)
\$0.00

Total
Locations
2

450 E Romie Ln, Salinas, CA 93901-4029 USA

Product	Term	Qty.	Per Unit	MRC	NRC
Carrier Preference	36 Month	1	\$0.00	\$0.00	\$0.00
20Mb Ethernet DIA	36 Month	1	\$789.00	\$789.00	\$0.00
Carrier Preference	36 Month	1	\$0.00	\$0.00	\$0.00
SIP Trunking - Unltd Local and LD	36 Month	198	\$26.99	\$5,344.02	\$0.00
Total Care – Network Equipment (One Tech Visit)	36 Month	1	\$0.00	\$0.00	\$0.00
Rented Equipment - Adtran TA924 (3rd Gen) - Installed	36 Month	8	\$55.99	\$447.92	\$0.00
Rented Equipment - Analog Installation Kit for Adtran TA9xx	36 Month	9	\$4.50	\$40.50	\$0.00
Rented Equipment - FortiSwitch-224E - No PoE - Installed	36 Month	1	\$46.99	\$46.99	\$0.00
FortiLAN Cloud - FortiSwitch 200-400 Series and 24x7 Forticare	36 Month	1	\$9.99	\$9.99	\$0.00
Network Monitoring and Management Silver	36 Month	1	\$29.99	\$29.99	\$0.00
Total Care – Network Equipment	36 Month	1	\$19.99	\$19.99	\$0.00
Individual SIP DID	36 Month	198	\$0.49	\$97.02	\$0.00
On-Net Feature Pack - Call Forwarding	36 Month	198	\$2.99	\$592.02	\$0.00
Network Monitoring and Management Silver	36 Month	9	\$29.99	\$269.91	\$0.00
Total Care – Network Equipment	36 Month	9	\$19.99	\$179.91	\$0.00
Rented Equipment - Adtran TA908 (3rd Gen) - Installed	36 Month	1	\$39.99	\$39.99	\$0.00
DIA/MPLS/Ethernet/T1- 16 Static IPs (/28)	36 Month	1	\$99.99	\$99.99	\$0.00
Site Total				\$8,007.24	\$0.00

600 Main St, Soledad, CA 93960-2533 USA

Product	Term	Qty.	Per Unit	MRC	NRC
10Mb Ethernet DIA	36 Month	1	\$459.00	\$459.00	\$0.00
Carrier Preference	36 Month	1	\$0.00	\$0.00	\$0.00
Rented Equipment - Adtran NetVanta 3148 - Installed	36 Month	1	\$36.99	\$36.99	\$0.00
Network Monitoring and Management Silver	36 Month	1	\$29.99	\$29.99	\$0.00

Wireline Internet access not included in above. MetTel provided wireless service is intended as a back up to wireline Internet Service. The Edge 9010/9090 includes one Technician visit credit of up to 3 hours with up to \$500 applied towards installation charges. If number porting is required, the Edge 9090 includes a second, up to 3 hour Technician visit, with a credit of up to \$500 towards installation charges. Regular on-Site installation fees apply at \$250 for the 1st Hour and \$125.00 each additional hour during normal business hours; any amount of MetTel Technician time in addition to the Time Allotment as stated here, and in the Statement of Work, will be charged to the Customer at the rates stated above (during normal business hours of 9am-5pm, Monday through Friday). Wireless pooled plan overage rate is \$11.00 per GB. Shipping, taxes, regulatory fees and surcharges are not included above. The foregoing Products are being purchased in accordance with the terms and conditions of the Master Service Agreement entered into by and between Customer and MetTel ("MSA"). The effective date of the Initial Term for any Product will be the date that the applicable Product is installed, delivered and/or available for use, as applicable, or, for existing Products, the date this Schedule becomes effective. This document shall constitute a "Schedule" to the MSA and is subject to the terms and conditions of the MSA. Capitalized terms used but not defined have the meanings given to them in the MSA.

Initial here

DIA/MPLS/Ethernet/T1- 8 Static IPs (/29)	36 Month	1	\$19.99	\$19.99	\$0.00
Site Total				\$545.97	\$0.00



Alarm Liability Waiver

In connection with the Master Service Agreement (“MSA”) between Manhattan Telecommunications Corporation LLC (“MetTel”) and Customer identified below and the Products to be provided by MetTel thereunder, Customer agrees as follows (capitalized terms used but not defined in this waiver have the meanings given to them in the MSA):

Customer understands that alarm systems connected to POTS Transformation/PIAB Service (“PIAB Service”) using Internet, Voice over IP and other IP technologies will operate differently than traditional TDM voice service.

Customer acknowledges that MetTel is not an alarm service company and is not responsible for the functionality of Customer alarm and other systems connected to the PIAB Service. MetTel will configure and connect Customer’s equipment in accordance with Customer’s instructions, however, MetTel assumes no responsibility for compatibility or proper operation of Customer’s connected devices, which may include fire and burglar alarm systems.

MetTel recommends Customer regularly test the Products for proper operation with its alarm / monitoring provider. Without limiting the warranty disclaimers set forth in the MSA, Customer specifically acknowledges that MetTel does not represent or warrant that the transmission of alarm or other signals will not be interrupted, circumvented or compromised, or that Customer’s alarm or other system will be compatible with MetTel Products.

Customer understands that services may be disrupted or degraded by network congestion, atmospheric conditions, power failures or other conditions beyond MetTel’s control. Use of wireless interfaces as the sole or primary connection may result in a less reliable connection. The use of these services may prevent signal transmission and can interfere with the line-seizure and other features of customer’s alarm system. Customer is responsible for having these services tested by an authorized alarm inspection company or systems expert, as applicable, to ensure signal transmission and features are operating as expected. Customer accepts full responsibility for alarm, safety and monitoring system compliance with the authority having jurisdiction. Without limiting the other limitations of liability herein, IN NO EVENT SHALL METTEL OR ITS VENDORS BE LIABLE FOR ANY LOSSES, DAMAGES, CLAIMS OR EXPENSES OF ANY KIND ARISING OUT OF THE USE, ATTEMPTED USE, OR INABILITY TO ACCESS LIFE SUPPORT, ALARM OR MONITORING SYSTEMS OR DEVICES, 911 OR E911, OR OTHER EMERGENCY CALL OR SERVICE.

Agreed and accepted:

Customer: _____

By: _____

Name: _____

Title: _____

Date: _____

*PERSONNEL, PENSION AND
INVESTMENT COMMITTEE*

*Minutes of the
Personnel, Pension and Investment Committee
will be distributed at the Board Meeting*

(JUAN CABRERA)

COMMUNITY ADVOCACY COMMITTEE

*Minutes of the
Community Advocacy Committee
will be distributed at the Board Meeting*

(Joel Hernandez Laguna)

Medical Executive Committee Summary – August 10, 2023

Items for Board Approval:

Credentials Committee

Initial Appointments:

APPLICANT	SPECIALTY	DEPT	PRIVILEGES
Chaudhari, Amit, MD	Neurology	Medicine	Tele-Neurology
De Guzman, Liane, DO	Internal Medicine	Medicine	Adult Hospitalist
Fauconier, Ian, MD	Urology	Surgery	Urology
Lee, Elaine, DO	Family Medicine	Medicine	Adult Hospitalist
Manassarians, Henrik, MD	Neurology	Medicine	Tele-Neurology
Rabbani, Omid, MD	Neurology	Medicine	Tele-Neurology
Silva, Natali, MD	Family Practice	Medicine	Adult Hospitalist

Reappointments:

APPLICANT	SPECIALTY	DEPT	PRIVILEGES
Blum, Martha, MD	Infectious Disease	Medicine	Infectious Diseases General Internal Medicine
Dacus, James, MD	Internal Medicine	Medicine	General Internal Medicine Cardiac Diagnostic Outpatient Center (CDOC)
Fernandez, Robert, MD	Family Medicine	Family Medicine	Family Medicine – Active Community:
Gallegos, Daniel, MD	Family Medicine	Family Medicine	Family Medicine – Active Community:
Gokaldas, Reshma, MD	Neurology	Medicine	Tele-Neurology
Javaid, Mazhar, MD	Sleep Medicine	Medicine	Sleep Center
Lieberman, Marc, MD	Rheumatology	Medicine	Rheumatology
Park, Shin Young, MD	General Surgery	Surgery	General Surgery, Colorectal Surgery Regional Wound Healing Center
Rogich, Jerome, MD	Emergency Medicine	Emergency Medicine	Emergency Medicine
Wahl, Gerald, MD	Neurology	Medicine	Neurology

Staff Status Modifications:

NAME	SPECIALTY	STATUS
Ashokkumar, Srinivasa, MD	Internal Medicine	Emeritus Staff effective 7/13/2023
Capron, Kelsey, MD	Family Medicine	Advancement to Active Staff
Chung, Natalie, MD	Ophthalmology	Advancement to Active Staff
Conly, Bethany, MD	Ob/Gyn	Leave of Absence effective 8/26/2023
Patel, Vikram, MD	Gastroenterology	Advancement to Active Staff
Swanson, Maija, MD	Family Medicine	Advancement to Active Staff
Uchtmann, Nathaniel, MD	Internal Medicine	Advancement to Active Staff
Baker, Steven MD	Pathology	Resignation effective August 16, 2023
Harbison, Anna, MD	Pediatric Cardiology	Resignation Effective September 1, 2023
Montgomery, Lyle, MD	Neurology	Resignation effective June, 30, 2023

Interdisciplinary Practice Committee

Reappointment:

NAME	SUPERVISOR(S)	DEPARTMENT	PRIVILEGES
Shiple, Lara, NP	Daniel Luba, MD	Medicine	Nurse Practitioner
White, Melissa, PA-C	Rakesh Singh, MD Cristina Martinez, MD	Emergency Medicine	Physician Assistant

Informational Items:

I. Rules and Regulations Amendments (*Attached*)

Practitioner Health and Wellness Policy: In accordance with the Medical Staff Bylaws, the proposed amendments to the General Rules and Regulations were posted prior to recommendation for approval by the Medical Executive Committee. The proposed amendments are presented as information to the Board of Directors after which they will be presented to the eligible General Medical Staff via ballot. The proposed amendments will allow the organization to provide support for practitioner wellness while remaining compliant with STARK laws (Section 1877 of the Social Security Act ([42 U.S.C. § 1395nn](#))).

II. Order Sets/Treatment Plans:

Treatment Plans	
ESO26	Esophageal and Esophagogastric Junction Cancers
NSC3	Non-Small Cell Lung Cancer
SCL29	Small Cell Lung Cancer
TCL4	Post-Transplant Lymphoproliferative Disorder
TCL24	Post-Transplant Lymphoproliferative Disorder
Order Sets	Delirium Admit
	Hypertonic Saline
	MINDS Ativan Protocol
	SEWS Protocol
	Urine Culture Reflex

III. Committee Reports:

- a. Credentials Committee
- b. Interdisciplinary Practice Committee
- c. Medical Staff Excellence Committee
- d. Quality and Safety Committee Reports:
 - Stroke Program Update
 - Risk Management Update
 - Clinical Nutrition Services – Malnutrition Update
 - Accreditation & Regulatory Update
 - Environment of Care Workplace Safety Reports
 - Beta HEART Update
 - Commission on Cancer Update
 - TJC National Patient Safety Goals

IV. Other Reports:

- a. Summary of Executive Operations Committee Meetings
- b. Summary of Medical Staff Department/Committee Meetings – July 2023
- c. Medical Staff Excellence Committee
- d. Medical Staff Treasury Report August 2, 2023
- e. Medical Staff Statistics Year to Date
- f. HCAHPS Update – August 2, 2023



Last Approved N/A
Last Revised N/A
Next Review 3 years after approval

Owner **Lea Woodrow:**
Director of
Accreditation and
Regulatory
Compliance
Area **Nursing**
Standardized
Procedures

First Aid at Community Events - Standardized Procedure

POLICY

A. N/A

DEFINITIONS

- A. Director of Nursing – Nursing Director responsible for a nursing unit or cluster of units.
- B. RN – Registered Nurse employed by SVH
- C. SP – Standardized Procedure

PROCEDURE

- A. Function (s)
 1. Under the authority of the SVHMC Chief Medical Officer (CMO), this standardized procedure describes the process for providing basic first aid and providing over the counter (OTC) medications listed when a Salinas Valley Health (SVH) First Aid station is at a hospital/community event.
 2. The intent of this standardized procedure is to authorize the (SVHMC) Registered Nurse (RN), in the absence of the physician, to perform a basic nursing history and on the basis of nursing knowledge administer OTC medications as requested and provided in the first aid kit.
- B. Circumstances
 - Setting
 - Hospital sponsored or community event first aid location

- This standardized procedure governs the Salinas Valley Health RN to:
 - Perform a basic nursing history including food and medication allergies, history for complaints and generalized health.
 - Based on the nursing history and patients complaints provide care as defined in the attached protocols.
 - Utilize the AED as needed in accordance with instructions provided.
- Supervision
 - RNs who are qualified to perform this standardized procedure may independently provide the defined services under the specific protocol. Physician supervision is provided indirectly. The RN may contact 911 any time the person has symptoms that requires medical care beyond first aid.
- Patient Conditions
 - Persons who present to the event First Aid center requesting care or a medication who meet the following criteria may receive services under this Standardized Procedure.
 - Individual has no contraindications or allergies to medications.
 - Refer to the attached protocols for specific conditions.
 - Appearance of a serious condition or medical emergency such as the inability to breathe, chest pain, stroke symptoms, altered level of consciousness or other medical emergency requires the RN to assess patient's ability to make medical decisions to determine if emergency medical services (EMS) should be initiated and/or call 911. If the person has no medical decision capabilities determine if there is family member available to determine if EMS (911) should be contacted.

C. Database

- Subjective - N/A
- Objective - N/A

D. Diagnosis - N/A

E. Definitions:

- OTC- Over the counter
- PPE- Personal Protective Equipment

F. Plan

- Treatment
 - Refer to the attached protocols for the following medical conditions requiring care:

- Suspected Hypoglycemia
 - Sunburn
 - Nosebleed
 - Insect Sting
 - Heat Exhaustion / Heat Stroke
 - Fracture / Sprain
 - Dehydration
 - Abrasion / Incision
 - Medication, at patient request (Ages 12 and above). Document medication given on the treatment record.
 - OTC Tylenol:
 - 325 mg for mild pain - (1-3)
 - 650 mg for moderate pain - (4-6)
 - OTC Ibuprophen:
 - 200mg for minor pain (1-3)
 - 400 Mg for moderate pain- (4-6)
- Patient conditions requiring consultation/reportable conditions: Refer to the Protocols
 - Changes in airway, breathing, circulation or altered level of consciousness.
 - With the individuals' permission immediately call 911
 - Stay with the individual until EMS is on site. Provide them with a brief history and assure appropriate PPE is utilized.
 - Education-Patient/Family - Educate patient family to the condition as applicable.
 - Follow-up - Inform all patients / family to followup with their provide of choice as necessary
 - Documentation of Patient Treatment
 - Complete the assessment form and the protocol followed. If medication is prescribed, document on the medication record maintained in the Community Event Log maintained in First Aid Kit.
Assure the first aid kit is returned to the Health Promotions Department at the end of the event. The First Aid kit is maintained in the Pharmacy who has oversight of the medications.

G. Record Keeping

- The facility will retain the patients' record according to the [Record Retention Policy](#).

REQUIREMENTS FOR THE REGISTERED NURSE

- A. Education
 - In accordance with the SVHMC RN job description
- B. Training
 - 1. The RN assigned to the First Aid station is required to review the Standardized Procedure prior to commencing duties and signing acknowledgement of their responsibility on the signature page.
 - 2. The sign in sheet is maintained in the Health Promotion Office.
- C. In accordance with the SVH RN Job description. Experience
 - In accordance with the established SVH job description.
 - Initial: During the initial orientation process RNs are educated to this SP and complete a review with their preceptor. This is documented on the Department Specific Orientation Checklist and maintained in the office of the Director of Nursing. The RN is required to implement this SP two (2) times prior to be deemed competent.
 - Ongoing: At least every 3 years competency will be re-assessed via annual skills assessment.
 - During the annual RN performance appraisal process any areas of this SP not meeting requirements will be reviewed with the RN and a plan will be defined if necessary

DEVELOPMENT AND APPROVAL OF THE STANDARDIZED PROCEDURE

- A. Review Schedule
 - Every 3 years or when practice changes are made.
- B. Approval
 - The electronic policy and procedure system maintains tracking of initiation, review and approval of this SP including the Interdisciplinary Practice Committee, Medical Executive Committee and the Board of Directors.

REGISTERED NURSES AUTHORIZED TO PERFORM PROCEDURE AND DATES

- A. The list of qualified individuals who may perform this standardized procedure is available in the department / cluster Nursing Director's office and available upon request.

REFERENCES

- A. California Board of Registered Nursing,
- B. Title 16, California Code of Regulations Section 1474
- C. Medical Board of California. Title 16, Code of Regulations Section 1379

Attachments

[SP Protocols.docx](#)

Approval Signatures

Step Description	Approver	Date
IDPC	Katherine DeSalvo: Director Medical Staff Services	Pending
Policy Committee	Rebecca Alaga: Regulatory/ Accreditation Coordinator	06/2023
Policy Owner	Lea Woodrow: Director of Accreditation and Regulatory Compliance	06/2023

Standards

No standards are associated with this document

Status Pending PolicyStat ID 13412477



Last Approved N/A
Last Revised 07/2023
Next Review 3 years after approval

Owner Anna Linn:
Clinical Manager
Area Patient Care

Restraints

I. POLICY STATEMENT:

- ~~A. To describe and differentiate documentation and monitoring requirements when restraints are used for any behavior. Salinas Valley Memorial Hospital (SVMH) strives to be a restraint-free facility. Chemical restraint and seclusion are not used at SVMH.~~
- ~~B. If restraints are used, the policy at SVMH is to use the least restrictive restraint. Mittens and soft restraints are considered to be the least restrictive form of restraints.~~
- ~~C. Physical restraint of a patient shall be used only if patient exhibits behaviors that interfere with medical healing, threatens the safety of the patient, staff or others and when less restrictive methods have failed. The type of restraint used must be the least restrictive method possible to protect the patient, staff members or others from harm, or to protect the healing process.
 - ~~1. RNs assess and monitors for continued restraint need.~~
 - ~~2. Restraints may be discontinued by the RN as soon as is safely possible when the patient's behavior ceases to interfere with medical healing, or the violent or self-destructive behavior ceases.~~~~
- ~~D. An order from a Licensed Independent Practitioner (LIP) is required for the use of restraints. In the event of emergency application of restraints, the physician must be notified immediately following the application.~~
- ~~E. Any LIP who is privileged to write orders at SVMH can write restraint orders~~
- ~~F. PRN or standing orders for restraints are not permitted.
 - ~~1. "Trial release" constitutes a PRN order and therefore, is not permitted. (Note: a temporary, directly supervised release that occurs for the purpose of caring for the patient's needs is not considered a "trial release".)~~~~
- ~~G. The patient (or family if the patient is unable to participate) will be informed of the hospital's policy for restraints and the reason for the current restraint.~~
- ~~H. The use of restraints will be reflected in the patient's plan of care.~~

- I. ~~Hospitals must report the following deaths associated with restraint and seclusion directly to their CMS RO no later than the close of business on the next business day following knowledge of the patient's death:~~
 - 1. ~~Each death that occurs while a patient is in restraint or seclusion, excluding those in which only 2-point soft wrist restraints were used and the patient was not in seclusion at the time of death;~~
 - 2. ~~Each death that occurs within 24 hours after the patient has been removed from restraint or seclusion, excluding those in which only 2-point soft wrist restraints were used and the patient was not in seclusion within 24 hours of their death; and~~
 - 3. ~~Each death known to the hospital that occurs within one week after restraint or seclusion where it is reasonable to assume that use of restraint or placement in seclusion contributed directly or indirectly to a patient's death, regardless of the type(s) of restraint used on the patient during this time.~~

- J. ~~Hospitals must record in an internal hospital log or other system deaths that occur in the following circumstances listed below. The log must include the information specified at 42 CFR §482.13(g) (4) (ii) and the log entry must be made no later than seven days after the date of death of the patient. Hospitals must not send reports of these deaths directly to the RO:~~
 - 1. ~~Each death that occurs while a patient is in restraint but not seclusion and the only restraints used on the patient were applied exclusively to the patient's wrist(s) and were composed solely of soft, non-rigid, cloth-like materials; and~~
 - 2. ~~Each death that occurs within 24 hours after the patient has been removed from restraint, when no seclusion has been used and the only restraints used on the patient were applied exclusively to the patient's wrist(s) and were composed solely of soft, non-rigid, cloth-like materials.~~

~~The information in the log must be made available in either written or electronic form to CMS immediately upon request.~~

- K. ~~The following must also be documented in the patient's medical record for any patient whose death is associated with the use of restraint or seclusion:~~
 - 1. ~~The date and time the death was reported to CMS for deaths required to be directly reported; and~~
 - 2. ~~The date and time the death was recorded in the hospitals/CAH's internal log or other system for deaths that are required to be logged and not directly reported to CMS.~~

A. N/A

II. PURPOSE:

- A. To guide staff in the appropriate use of restraints for patients who exhibit behaviors that interfere with medical healing, or exhibit violent or self-destructive behaviors.
- B. To describe and differentiate documentation and monitoring requirements when restraints are used for any behavior.

III. DEFINITIONS:

A. Restraint: Any manual method, physical or mechanical device, material, or equipment that immobilizes or reduces the ability of a patient to move his or her arms, legs, body, or head freely. Mittens and soft restraints are considered to be the least restrictive restraints at Salinas Valley health medical Center (SVHMC).

1. Types of restraints used at SVHMC include:

- a. Mittens/Soft wrist & ankle restraints
- b. 4 side rails

~~Restraint: Any manual method, physical or mechanical device, material, or equipment that immobilizes or reduces the ability of a patient to move his or her arms, legs, body, or head freely. Mittens and soft restraints are considered to be the least restrictive restraints at SVMH.~~

~~1. Types of restraints used at SVMH include:~~

- ~~a. Mittens/Soft wrist & ankle restraints~~
- ~~b. 4 side rails~~

~~2. Exemptions include but not limited to side rails with seizure pads and ICU beds that require the use of all 4 side rails to function.~~

A. Non-Violent/Non-Self-Destructive Restraint (NV/NSD): Restraint used to prevent the patient from removing vital equipment or therapies, and/or when a patient demonstrates lack of understanding or ability to comply with safety directions or needed precautions. ~~(Formerly known as Acute Care Restraint)~~

B. ~~Violent/Self-Destructive Restraint (V/SD) behavior includes:~~

- ~~1. Unpredictable or assaultive behavior.~~
- ~~2. Behavior that is dangerous to the patient or others.~~
- ~~3. Self-destructive behavior.~~
- ~~4. Physically threatening behavior with poor control or confirmed history of violence.~~
- ~~5. Intoxication by alcohol and/or drugs with poor, tenuous or absent behavioral controls.~~
- ~~6. Manic behavior with poor controls and a history of violence.~~
- ~~7. Suicidal behavior with poor impulse control: poor tenuous or absent behavior controls that have not responded to less restrictive measures.~~

Violent/Self-Destructive Restraint (V/SD): When restraint must be applied because a patient exhibits behavior that is unpredictable, intentional, and threatens the immediate physical safety of the patient, staff or others.

C. LIP: Licensed independent practitioner (physician)

D. Forensic restraint: Handcuffs, manacles or shackles applied by law enforcement for custody, detention and public safety. Forensic restraints are not covered by this policy.

E. Adaptive support: Will be provided in response to assessed patient need. Examples are:

postural support, orthopedic appliances, tabletop chairs that can be removed by the patient.

- F. Alternative Interventions: Interventions used to prevent escalation of behavior in order to prevent the use of restraints. Alternatives include, but are not limited to, environmental modification and/or use of family/patient safety attendant.
- G. "Trial release" constitutes a PRN order and therefore, is not permitted. (Note: a temporary, directly-supervised release that occurs for the purpose of caring for the patient's needs is not considered a "trial release").

IV. GENERAL INFORMATION:

~~A restraint does not include devices, such as orthopedically prescribed devices, surgical dressings or bandages, protective helmets, or other methods that involve the physical holding of a patient for the purpose of conducting routine physical examinations or tests, or to protect the patient from falling out of bed, or to permit the patient to participate in activities without the risk of physical harm.~~

- A. SVHMC strives to be a restraint-free facility. Chemical restraint and seclusion are not used at SVHMC.
- B. If restraints are used, the policy at SVHMC is to use the least restrictive restraint. Mittens and soft restraints are considered to be the least restrictive form of restraints.
 - 1. Physical restraint of a patient shall be used only if patient exhibits behaviors that interfere with medical healing, threatens the safety of the patient, staff or others and when less restrictive methods have failed. The type of restraint used must be the least restrictive method possible to protect the patient, staff members or others from harm, or to protect the healing process.
 - a. RNs' assess and monitors need for continued restraint
 - b. Restraints may be discontinued by the RN as soon as is safely possible when the patient's behavior ceases to interfere with medical healing, or the violent or self-destructive behavior ceases.
 - c. An order from a Licensed Independent Practitioner (LIP) is required for the use of restraints. In the event of emergency application of restraints, the physician must be notified following the application.
 - d. Any LIP who is privileged to write orders at SVHMC can write restraint orders
 - e. PRN or standing orders for restraints are not permitted.
 - f. The patient (or family if the patient is unable to participate) will be informed of the hospital's policy for restraints and the reason for the current restraint.
- C. ~~The devices and methods listed here would not be considered restraints, and, therefore, not subject to these requirements. These devices are typically used in medical-surgical care.~~Exclusions

~~Use of an arm board to stabilize an IV unless the arm board is tied down (or otherwise attached to the bed), or the entire limb is immobilized.~~

~~A mechanical support to achieve proper body position, balance, or alignment so as to allow greater freedom of mobility than would be possible without the use of such a mechanical support.~~

~~A medically necessary positioning or securing device use to maintain the positions, limit mobility, or temporarily immobilize the patient during medical, dental, diagnostic, or surgical procedures is not considered a restraint.~~

~~Recovery from anesthesia that occurs when the patient is in a critical care or post anesthesia care unit is considered part of the surgical procedure; therefore medically necessary restraint use in this setting would not need to meet the requirements of the regulation. However, if the intervention is maintained when the patient is transferred to another unit, or recovers from the effects of the anesthesia (whichever occurs first), a restraint order would be necessary.~~

~~Age or developmentally appropriate protective safety interventions (such as stroller safety belts, swing safety belts, high chair lap belts, raised crib rails and crib covers).~~

~~A physical escort would include a "light" grasp to escort the patient to a desired location- the patient must be able to easily move or escape the grasp.~~

~~Side rails used to protect the patient from falling out of bed or necessary for operation of the bed. Examples include raising the rails when a patient is: on a stretcher, on an ICU bed where the use of all four rails is necessary for operation of the bed, recovering from anesthesia, sedated, experiencing involuntary movement, or on certain types of therapeutic beds to prevent the patient from falling out of the bed.~~

1. A restraint does not include devices, such as orthopedically prescribed devices, surgical dressings or bandages, protective helmets, or other methods that involve the physical holding of a patient for the purpose of conducting routine physical examinations or tests, or to protect the patient from falling out of bed, or to permit the patient to participate in activities without the risk of physical harm.
2. The devices and methods listed here would not be considered restraints, and, therefore, not subject to these requirements. These devices are typically used in medical-surgical care.
 - a. Use of an arm board to stabilize an IV unless the arm board is tied down (or otherwise attached to the bed), or the entire limb is immobilized.
 - b. A mechanical support to achieve proper body position, balance, or alignment so as to allow greater freedom of mobility than would be possible without the use of such a mechanical support.
 - c. A medically necessary positioning or securing device use to maintain the positions, limit mobility, or temporarily immobilize the patient during medical, dental, diagnostic, or surgical procedures is not considered a restraint.
 - d. Recovery from anesthesia that occurs when the patient is in a critical care or post anesthesia care unit is considered part of the surgical procedure; therefore medically necessary restraint use in this setting would not need to meet the requirements of the regulation. However, if the intervention is

maintained when the patient is transferred to another unit, or recovers from the effects of the anesthesia (whichever occurs first), a restraint order would be necessary.

- e. Age or developmentally appropriate protective safety interventions (such as stroller safety belts, swing safety belts, high chair lap belts, raised crib rails and crib covers).
- f. A physical escort would include a "light" grasp to escort the patient to a desired location- the patient must be able to easily move or escape the grasp.
- g. Side rails used to protect the patient from falling out of bed or necessary for operation of the bed. Examples include raising the rails when a patient is: on a stretcher, on an ICU bed where the use of all four rails is necessary for operation of the bed, recovering from anesthesia, sedated, experiencing involuntary movement, or on certain types of therapeutic beds to prevent the patient from falling out of the bed.

~~V. PROCEDURE- Non-violent/Non Self-Destructive Restraint~~

VI. PROCEDURE

A. Non-violent/Non Self-Destructive Restraint

A. Orders

1. A physician's order is required when restraints are used. Prior to the application of a restraint, the RN will contact the attending physician to obtain the order for restraint. Physician evaluation will be completed per medical staff rules.
2. If another physician ordered the restraint, the attending physician shall be notified in accordance as soon as possible. Documentation by the attending physician, after the restraints have been applied, whether or not it addresses the restraint, shall constitute evidence that the physician was notified.
 - a. In an emergency situation, the RN may authorize the application of a restraint, and will obtain the physician's order **immediately** after the application of the restraint.
3. The physician's order must include
 - a. Date and time of application
 - b. Restraint type
 - c. Reason for restraint
 - d. Date and time of order
 - e. Telephone orders must be dated, timed and signed by the ordering physician in accordance with hospital policy.

- f. The order for non-violent restraints does not need to be renewed as long as the restraints are not discontinued.
- 4. Monitoring Patients in Non-Violent/Non-Self-Destructive Restraint: Patients in non-violent/non-self-destructive restraints may have a safety check completed at a minimum, every two hours. Areas may include but are not limited to:
 - a. Nutrition and hydration
 - b. Hygiene and elimination
 - c. Circulation and range of motion in extremities
 - d. Skin condition and care
 - e. Physical and psychological care and comfort
 - f. Readiness for discontinuance of restraint
 - g. Vital signs (as patient's condition warrants)
 - h. Repositioning and body alignment
 - i. Release and reapplication of restraint for direct patient care measures as appropriate to patient's condition.
- 5. Documentation of Restraints: Document each episode of restraint in patient's medical record:
 - a. When restraint first applied
 - b. Once per shift as close to the end of the shift as possible
 - c. When discontinuing the restraints
 - d. The circumstances that lead to the use of the restraint. This documentation must provide a description of the patient's behavior that lead to the use and /or continued use of restraints.
 - e. Date and time family notified if patient unable to participate.
 - f. The use of restraints will be reflected in the patient's plan of care

~~The physician's order must include:~~

- 1. ~~Date and time of application~~
- 2. ~~Restraint type~~
- 3. ~~Reason for restraint~~
- 4. ~~Date and time of order~~
- 5. ~~Telephone orders must be dated, timed and signed by the ordering physician in accordance with hospital policy.~~
- 6. ~~The original order must be renewed every calendar day.~~
 - a. ~~Prior to issuing a new order, the physician must see and assess the patient for the need for continued restraint.~~

~~Monitoring Patients in Non-Violent/Non-Self-Destructive Restraint: Patients in non-violent/~~

~~non-self-destructive restraints will be monitored at a minimum, every two hours. Areas to be assessed and monitored include but are not limited to:~~

- ~~1. Nutrition and hydration~~
- ~~2. Hygiene and elimination~~
- ~~3. Circulation and range of motion in extremities~~
- ~~4. Skin condition and care~~
- ~~5. Physical and psychological care and comfort~~
- ~~6. Readiness for discontinuance of restraint~~
- ~~7. Vital signs (as patient's condition warrants)~~
- ~~8. Repositioning and body alignment~~
- ~~9. Release and reapplication of restraint for direct patient care measures as appropriate to patient's condition.~~

~~**Documentation of Restraints:** Document each episode of restraint in patient's medical record:~~

- ~~1. When restraint first applied~~
- ~~2. Once per shift as close to the end of the shift as possible~~
- ~~3. When discontinuing the restraints~~
- ~~4. The circumstances that lead to the use of the restraint. This documentation must provide a **description of the patient's behavior** that lead to the use and /or continued use of restraints.~~
- ~~5. Date and time family notified if patient unable to participate.~~

~~VII. PROCEDURE-Violent/Self-Destructive Restraint~~

A. Violent/Self-Destructive Restraint

A. ~~Orders~~

Orders

1. A physician's order is required when restraints are used.
~~Activate Code Grey when aggressive, assaultive, or self-destructive behavior occurs that leads to the application of restraints.~~
2. In an emergency situation, the RN may authorize the application of a restraint, and will obtain the physicians order immediately (~~within 15-30 minutes~~) after the application of the restraint.
3. Within one hour following the application of V/SD restraints, a face-to-face assessment of the patients' physical and psychological behavior must be completed by the LIP ~~or a trained RN~~. The assessment must include:
 - a. Patient's immediate situation

- b. Patient's reaction to restraint
 - c. Patient's medical and behavioral condition
 - d. The need to continue or terminate the restraint.
4. The physician's order must include:
- a. Date and time of application
 - b. Restraint type
 - c. Reason for restraint
 - d. Date and time of order
 - e. Time Limits: may not exceed four hours for patients age 18 and older; two hours for patient's age 9 to 17 years; one hour for patients under age 9.
 - f. ~~Telephone orders must be dated, timed and signed by the ordering physician in accordance with hospital policy.~~
Telephone orders must be dated, timed and signed by the ordering physician in accordance with hospital policy.
5. If continued V/SD restraint is required, the RN will contact the LIP to report the results of the most recent patient assessment and request the renewal of the original order.
6. The original order may be renewed within the required time frames.
- a. Every 4 hours for patients 18 years and older
 - b. Every 2 hours for patients 9-17 years old
 - c. Every 1 hour for patients under 9 years of age
7. **Patient and Family Awareness:** Staff will inform the patient and the patients' family about the hospital restraint policy and the reason for the restraint. The staff will inform the patient of criteria to be met in order to discontinue the use of restraints, and will assist the patient in meeting the criteria.
8. **Documentation and ongoing assessment of patients in Violent/Self Destructive (V/SD) Restraint:** Patients in V/SD ~~restraints will be monitored~~restraints may have a safety check every 15 minutes. ~~An electronic or~~An electronic or written record of monitoring will be maintained in the medical record. Areas ~~to be assessed and monitor~~may include but are not limited to:
- a. Nutrition and hydration
 - b. Hygiene and elimination
 - c. Circulation and range of motion in extremities
 - d. Skin condition and care
 - e. Physical and psychological care and comfort
 - f. Readiness for discontinuance of restraint
 - g. Vital signs (as patient's condition warrants)

- h. Repositioning and body alignment
 - i. Release and reapplication of restraint for direct patient care measures as appropriate to patient's condition.
9. **Documentation of Restraints:** Document each episode of restraint in patient's medical record:

a. In the EHR, the RN will document ~~the circumstances that led to the use of the restraint. This documentation must provide specific descriptions of the patient's behavior that led to the use of restraints.~~

i. The circumstances that led to the use of the restraint. This documentation must provide specific descriptions of the patient's behavior that led to the use of restraints.

ii.

b. In the one hour face-to-face evaluation, the physician or the RN will document:

~~The least restrictive alternative attempted.~~

~~The rationale for the type of restraint used.~~

~~The patient's immediate situation~~

~~The patient's medical and behavioral condition.~~

i. ~~The patient's family was notified of the need for~~least restrictive alternative attempted.

~~The rationale for the type of restraint and the hospital's policy on restraint use.~~used.

a. The patient's immediate situation

b. The patient's reaction to the intervention

c. The patient's medical and behavioral condition.

d. The patient's family was notified of the need for restraint and the hospital's policy on restraint use.

~~If alternatives are not attempted due to the emergent nature of the situation, document the reasons alternatives were not attempted.~~

~~If the ordering physician is not the physician responsible for the care of the patient, document the consult with the responsible physician regarding application of the restraints. Consultation with the responsible physician must occur as soon as the patient is safe and the situation is stable.~~

~~Document every 15 minutes on the V/SD screen or paper.~~

10. If alternatives are not attempted due to the emergent nature of the situation, document the reasons alternatives were not attempted.

11. If the ordering physician is not the physician responsible for the care of the patient, document the consult with the responsible physician regarding application of the restraints. Consultation with the responsible physician must occur as soon as the

patient is safe and the situation is stable.

12. Document safety checks on the V/SD screen or paper.

B. Risk Management Reporting

1. Hospitals must report the following deaths associated with restraint directly to their CMS RO no later than the close of business on the next business day following knowledge of the patient's death:
 - a. Each death that occurs while a patient is in restraint, excluding those in which only 2-point soft wrist restraints were used.
 - b. Each death that occurs within 24 hours after the patient has been removed from restraint, excluding those in which only 2-point soft wrist restraints were used and within 24 hours of their death.
 - c. Each death known to the hospital that occurs within one week after restraint where it is reasonable to assume that use of restraint contributed directly or indirectly to a patient's death, regardless of the type(s) of restraint used on the patient during this time.
2. Hospitals must record in an internal hospital log or other system deaths that occur in the following circumstances listed below. The log must include the information specified at 42 CFR §482.13(g) (4) (ii) and the log entry must be made no later than seven days after the date of death of the patient. Hospitals must not send reports of these deaths directly to the RO:
 - a. Each death that occurs while a patient is in restraint and the only restraints used on the patient were applied exclusively to the patient's wrist(s) and were composed solely of soft, non-rigid, cloth-like materials; and
 - b. Each death that occurs within 24 hours after the patient has been removed from restraint, and the only restraints used on the patient were applied exclusively to the patient's wrist(s) and were composed solely of soft, non-rigid, cloth-like materials.
 - c. The information in the log must be made available in either written or electronic form to CMS immediately upon request.
3. The following must also be documented in the patient's medical record for any patient whose death is associated with the use of restraint or seclusion:
 - a. The date and time the death was reported to CMS for deaths required to be directly reported; and
 - b. The date and time the death was recorded in the hospitals/CAH's internal log or other system for deaths that are required to be logged and not directly reported to CMS.

VIII. STAFF EDUCATION/TRAINING:

- A. Education and/or training is provided as needed.

IX. REFERENCES:

- A. The Joint Commission's Comprehensive Accreditation Manual for Hospitals: Provision of Care Chapter
- B. California Code of Regulations; Title 22, Section 70213(a)(b)(c).
- C. Department of Health & Human Services, Center for Medicare & Medicaid Services; § 482.13 (e) Standard: Restraint for Acute Medical and Surgical Care
- D. Department of Health & Human Services, Center for Medicare & Medicaid Services; § 482.13 (f) Standard: Restraint or seclusion: Staff training requirements.

Attachments

[Restraint Death Log](#)

Approval Signatures

Step Description	Approver	Date
Medical Executive Committee	Katherine DeSalvo: Director Medical Staff Services	Pending
Policy Committee	Rebecca Alaga: Regulatory/ Accreditation Coordinator	07/2023
Policy Owner	Anna Linn: Clinical Manager	07/2023

Standards

No standards are associated with this document



MEDICAL STAFF
GENERAL RULES AND REGULATIONS

Proposed Amendments

July 6, 2023

Proposed addition language is underlined
Language proposed for deletion is ~~struck out.~~

- **Admission of Patient**
 - 2.3 Responsibility of the Attending Provider**
 - delete redundant language

- **8.0 Medical Records**
 - 8.8-2.1 Complete H&P Definition
 - simplified

 - 8.8-2.3.1.1.1 Exclusions to History and Physical Requirement
 - addition of core biopsies

- **Anesthesia Policy** – routine review

- **Medical Staff Excellence Committee Case Review Process**
 - addition of action plan follow-up period

2.3 Responsibility of the Attending Provider

2.3-6 All patients admitted to the hospital shall be seen by the attending provider or designee on each calendar day including the day of discharge and a daily progress note shall be recorded in the medical record.

8.0 Medical Records

8.8-2

4) COMPLETE H&P: DEFINITION: REQUIRED ELEMENTS:

- a. Chief Complaint
- b. History of Present Illness
- c. Relevant Past History
- d. Allergy Histories
- e. A relevant Review of Systems and,
- f. A review of medications.

The Physical Examination must include at least the following:

A statement of general condition and an examination of at least the following:

- HEENT
- Cardiovascular
- Respiratory
- Abdominal
- Extremities
- Neurologic
- Detailed dental when patient is undergoing dental procedures
- Detailed podiatric when patient undergoing podiatric procedures
- A female pelvic, breast and/or rectal examination or a male genital and/or rectal examination is required as part of the history and physical whenever it is clinically indicated.

A history and physical also must contain a statement regarding the conclusion or impressions drawn from the admission history and physical.

The evaluation (H&P, consultation, etc.) shall consist of: date of admission, performing practitioner's name, medical record number, chief complaint, history of present illness, past medical history, relevant social and family history, allergies, present medications, relevant review of systems, physical examination, and assessment and plan appropriate to the patient's age. The physical examination shall consist of vital signs, lungs, hear, and any other elements pertinent to the illness, operation or procedure.

8.8-2.3 Procedures that involve minimal risk and do not require a history and physical: IVP, CT scan with contrast, fistulagrams, thyroid biopsies, fine needle biopsies, core biopsies, thoracentesis, paracentesis, blood patches, blood transfusions, catheter placements (PICC, CVP, dialysis), myelogram, simple fluid aspiration, venogram, lumbar puncture, arthrogram, T-tube cholangiogram, nephrogram, pain management injection, PEG tube replacement, small bowel capsule study, and sleep studies except as listed in Section 8.8.2.2.



SVH ANESTHESIA POLICY

Purpose:

The purpose of these policies and procedures is to establish the standards and expectations for all patients receiving anesthesia services, including but not limited to, topical or local anesthesia, minimal sedation, moderate sedation/analgesia, deep sedation/analgesia, regional anesthesia and general anesthesia, at Salinas Valley Health Medical Center. These policies and procedures apply to all locations in the hospital where anesthesia services are administered, including but not limited to the Operating room suite (both inpatient and outpatient), Emergency Department, Critical Care areas, Obstetrical Suite, Radiology department, Post Anesthesia Care Units, Recovery Rooms, Clinics, and Special procedure areas, e.g. Endoscopy Suite and Pain Management Clinics, and including all departments in all campuses and off-site locations where anesthesia services are provided. (§482.52 and 482.52(a))

Our hospital is vitally interested in the safe administration of all anesthesia services. Anesthesiology is the practice of medicine. The Department of Anesthesia has the responsibility and authority, through its Chair, for developing policies and procedures governing the provision of all categories of anesthesia services, including specifying the minimum qualifications for each category of practitioner who is permitted to provide anesthesia services. (§482.52) The hospital's governing body approves the specific anesthesia service privileges, including type and complexity of procedures, for each practitioner who furnishes anesthesia services, addressing the type of supervision required, if applicable.

Responsibility for implementation of this policy is assigned to the Chair of the Anesthesia Department.

Definitions:

“**Anesthesia**” - specifically includes General anesthesia, Regional anesthesia, and Monitored anesthesia care (MAC) which includes deep sedation/analgesia ~~is included in MAC~~. (§482.52)

“**Sedation/analgesia**”, specifically includes Topical or local anesthesia, Minimal sedation, Moderate sedation/analgesia, (“Conscious Sedation”) (§482.52)

The following are definitions of various levels of sedation/analgesia and anesthesia as defined by the American Society of Anesthesiologists:

- **Minimal Sedation** (Anxiolysis) is a drug-induced state during which patients respond normally to verbal commands. Although cognitive function and physical coordination may be impaired, airway reflexes and ventilatory and cardiovascular functions are unaffected. (§482.52)
- **Moderate Sedation/Analgesia** is a drug-induced depression of consciousness during which patients respond purposefully (reflex withdrawal from a painful stimulus is NOT considered a purposeful response) to verbal commands, either alone or accompanied by light tactile stimulation. No interventions are required to maintain a patent airway, and spontaneous ventilation is adequate. Cardiovascular function is usually maintained. (§482.52)
- **Deep Sedation/Analgesia** is a drug-induced depression of consciousness during which patients cannot be easily aroused but respond purposefully (reflex withdrawal from a painful stimulus is NOT considered a purposeful response) following repeated or painful stimulation. The ability to independently maintain ventilatory function may be impaired. Patients may require assistance in maintaining a patent airway, and spontaneous ventilation may be inadequate. Cardiovascular function is usually maintained. (§482.52)

- **General Anesthesia** is a drug-induced loss of consciousness during which patients are not arousable, even by painful stimulation. The ability to independently maintain ventilatory function is often impaired. Patients often require assistance in maintaining a patent airway, and positive pressure ventilation may be required because of depressed spontaneous ventilation or drug-induced depression or neuromuscular function. Cardiovascular function may be impaired. (§482.52) If the patient loses consciousness and the ability to respond purposefully, the anesthesia care is a general anesthetic, irrespective of whether airway instrumentation is required.

Department of Anesthesia and Department Chair:

Anesthesia services throughout SVMH are organized by the Department of Anesthesia, which is under the direction of a director, otherwise known as the “Department Chair.” (§482.52) The Department Chair must have qualifications set forth in the medical staff bylaws which define the role of a department chair and the medical staff privileges which define the qualifications required to obtain anesthesia privileges. Additional responsibilities include the authority and responsibility for directing the administration of all anesthesia throughout the hospital including all departments in all campuses and off-site locations that are listed on the hospital license and where anesthesia services are provided. (§482.52)

The Department Chair, with support of other members of the department and hospital staff will take responsibility for:

- Delivery of anesthesia services consistent with recognized standards for anesthesia care may include (§482.52(b)):
 - Patient consent;
 - Infection control measures;
 - Safety practices in all anesthetizing areas;
 - Protocol for supportive life functions, e.g., cardiac and respiratory emergencies;
 - Reporting requirements;
 - Documentation requirements;
 - Equipment requirements, as well as the monitoring, inspection, testing, and maintenance of anesthesia equipment in the hospital’s biomedical equipment program.
 - Delineation of pre- and post-anesthesia staff responsibilities
- Responsibility for planning, directing and supervising all activities of the anesthesia service (§482.52)
- Responsibility for establishing staffing schedules (§482.52)
- Responsibility for evaluating the quality and appropriateness of the anesthesia patient care (§482.52)

Professional Qualifications

Clinical privileges in anesthesiology are granted to physicians and other providers qualified to administer anesthesia who are qualified by training to render patients insensible to pain and to minimize stress during surgical, obstetrical and certain medical procedures.

Clinical privileges are also granted to practitioners who are not anesthesia professionals to administer sedative and analgesic drugs to establish a level of moderate or minimal sedation. Analgesia and anesthesia comprise a continuum of states ranging from minimal sedation to general anesthesia. (§482.52).

Topical/local anesthetics

The requirements above concerning who may administer anesthesia do not apply to the administration of topical or local anesthetics.

Minimal Sedation

Pursuant to State scope of practice laws and regulations, minimal sedation and local anesthetics must be administered by a qualified anesthesia provider or a licensed registered nurse, advanced practice nurse or physician assistant (PA) who is trained in compliance with all relevant local, institutional, state and/or national standards, policies or guidelines to administer prescribed sedating and analgesic medications and monitor patients during minimal sedation (“anxiolysis”). Sedation nurses and sedation physician assistants may only work under the direct supervision of a properly trained and privileged medical doctor (M.D. or D.O.).

The supervising doctor is responsible for all aspects involved in the continuum of care – pre-, intra-, and post-procedure. While a patient is sedated, the responsible doctor must be physically present and immediately available in the procedure

suite. Although the supervising doctor is primarily responsible for pre-procedure patient evaluation, supervised sedation practitioners must be trained adequately in pre-procedure patient evaluation to recognize when risk may be increased, and related policies and procedures must allow sedation practitioners to decline to participate in specific cases if they feel uncomfortable in terms of any perceived threat to quality of care or patient safety.

Moderate Sedation

Pursuant to State scope of practice laws and regulations, moderate sedation must be administered by a qualified anesthesia provider, or a licensed registered nurse, advanced practice nurse or physician assistant (PA) who is trained in compliance with all relevant local, institutional, state and/or national standards, policies or guidelines to administer prescribed sedating and analgesic medications and monitor patients during moderate sedation. Sedation nurses and sedation physician assistants may only work under the direct supervision of a properly trained and privileged medical doctor (M.D. or D.O.). Physicians, dentists and podiatrists who are qualified by education, training and licensure to administer moderate sedation may supervise the administration of moderate sedation. Related policies and procedures must allow supervised sedation practitioners to decline to participate in specific cases if they feel uncomfortable in terms of any perceived threat to quality of care or patient safety.

All providers of moderate sedation are required to have at least the following knowledge and competencies:

- Proper medication dosages, administration techniques, adverse reactions and counter interventions
- Airway management and basic life support techniques
- Ability to assess total patient care, including but not limited to respiratory rate, oxygen saturation, blood pressure, cardiac rate and level of consciousness

SVMH has a “Sedation Policy” that should be referenced for additional sedation policies and procedures.

Deep Sedation

Pursuant to State scope of practice laws and regulations, and due to the significant risk that patients may enter a state of general anesthesia, deep sedation must be administered only by practitioners who are qualified to administer deep sedation or appropriately supervised anesthesia professionals.

General and Regional Anesthesia

Pursuant to State scope of practice laws and regulations, general anesthesia must be administered only by practitioners who are qualified to administer general anesthesia or under the direct supervision of qualified anesthesia professionals such as CRNAs and anesthesiologist assistants.

Pursuant to State scope of practice laws and regulations, neuraxial regional anesthesia must be administered only by practitioners who are qualified to administer general anesthesia or under the direct supervision of qualified anesthesia professionals such as CRNAs, anesthesiologist assistants and appropriately supervised trainees.

The hospital’s governing body approves the specific anesthesia and sedation privileges for each practitioner, including type and complexity of procedures, addressing the type of supervision required.

Pre-Anesthesia Evaluation

A pre-anesthesia evaluation must be performed for each patient, prior to any inpatient or outpatient surgery or diagnostic or therapeutic procedure requiring anesthesia services, by a person qualified to administer anesthesia*.
(§482.52(b) (1))

The pre-anesthesia evaluation/re-evaluation of the patient includes, at a minimum:

- Review of the medical history, including anesthesia, drug and allergy history;
- Interview and examination of the patient;
- Notation of anesthesia risk according to established standards of practice (e.g. ASA classification of risk);
- Identification of potential anesthesia problems, particularly those that may suggest potential complications or contraindications to the planned procedure (e.g., difficult airway, ongoing infection, limited intravascular access);

- Additional pre-anesthesia evaluation, if applicable and as required in accordance with standard practice prior to administering anesthesia (e.g., stress tests, additional specialist consultation);
- Development of the plan for the patient's anesthesia care, including the type of medications for induction, maintenance and post-operative care and discussion with the patient (or patient's representative) of the risks and benefits of the delivery of anesthesia. (§482.52(b) (1))

The patient evaluation or re-evaluation encounter for the purpose of completing this requirement must be performed and documented within 48 hours prior to the delivery of the first dose of medication(s) given for the purpose of inducing anesthesia for surgery or a procedure requiring anesthesia services. (§482.52(b) (1))

An immediate pre-anesthesia assessment is completed just prior to the administration of anesthesia (Joint Commission Element of Performance 8 of PC.03.01.03). This pre-anesthesia evaluation may include but are not limited to clinical findings such as vital signs. Validation this assessment is to be documented in the anesthesia record.

Qualified anesthesia professionals who may complete this evaluation include:

- *A qualified anesthesiologist;*
- *A doctor of medicine or osteopathy (other than an anesthesiologist);*
- *An oral and maxillofacial surgeon*

Post-Anesthesia Evaluation

A post anesthesia evaluation must be completed and documented by an individual qualified to administer anesthesia, no later than 48 hours after surgery or a procedure requiring anesthesia services. (§482.52(b) (3)). This does not apply to local or topical anesthesia, minimal or moderate anesthesia. The qualified individual performing the post anesthesia evaluation need not be the same individual who administered the anesthetic. Qualified Anesthesia Professional includes the following:

- *A qualified anesthesiologist;*
- *A doctor of medicine or osteopathy (other than an anesthesiologist);*
- *An oral and maxillofacial surgeon*

The 48-hour timeframe begins at the point the patient is moved into the PACU/ICU or other designated recovery area. The evaluation can occur in the PACU, ICU or other designated recovery location. (§482.52(b) (3))

The elements of an adequate post-anesthesia evaluation should be clearly documented and include:

- Respiratory function, including respiratory rate, airway patency, and oxygen saturation;
- Cardiovascular function, including pulse rate and blood pressure;
- Mental status;
- Temperature;
- Pain;
- Nausea and vomiting; and
- Postoperative hydration. (§482.52(b) (3))

Depending on the specific surgery or procedure performed, additional types of monitoring and assessment may be necessary. (§482.52(b) (3))

Except in cases where post-operative sedation is necessary for the optimum medical care of the patient (e.g., ICU), the evaluation:

- may be done any time after the patient is sufficiently recovered from the acute administration of the anesthesia so as to participate in the evaluation.
- generally would not be performed immediately at the point of movement from the operative area to the designated recovery area. (§482.52(b) (3))

Deep Sedation

Pursuant to State scope of practice laws and regulations, and due to the significant risk that patients may enter a state of general anesthesia, deep sedation must be administered only by practitioners who are qualified to administer deep sedation or appropriately supervised anesthesia professionals.

Because we have patient safety as our top priority, it is the policy of this organization to follow the ASA's Statement on Granting Privileges to Non-Anesthesiologist Practitioners for Personally Administering Deep Sedation or Supervising Deep Sedation by Individuals who are not Anesthesia Professionals (Approved by the ASA House of Delegates on October 18, 2006). See Appendix B for the policy, which is hereby incorporated and adopted by this organization.

General and Regional Anesthesia

Pursuant to State scope of practice laws and regulations, general anesthesia must be administered only by practitioners who are qualified to administer general anesthesia or under the direct supervision of qualified anesthesia professionals such as CRNAs and anesthesiologist assistants.

Pursuant to State scope of practice laws and regulations, neuraxial regional anesthesia must be administered only by practitioners who are qualified to administer general anesthesia or under the direct supervision of qualified anesthesia professionals such as CRNAs, anesthesiologist assistants and appropriately supervised trainees.

Attachment C: Case Review Process

Action	Case Review Process	Timeline - Guidelines
<p>Improvement plan development</p>	<p>If the results of either case reviews or analysis of rate or rule indicator trends indicate a need for individual provider performance improvement, the issue will be referred to the appropriate Department Chair. The MSEC Chair and the Department Chair, and if requested, the CMO, will work together to create and implement the improvement action plan.</p>	<p>The Department Chair and the MSEC Chair will create and implement the improvement plan within 30 days of the MSEC decision, or as soon as reasonably possible. When requested by the committee, the MSS Department will track the improvement implementation and the date implemented and will report back to the MSEC. A 6-month follow up will be sent from MSEC to the Department Chair to determine if further action is needed or if the event that triggered the action plan has been resolved.</p>



Medical Staff Policy & Procedure

Practitioner Health and Wellness Policy for Practitioners Granted Privileges

Definition of an “Impaired” Practitioner

The American Medical Association defines the impaired practitioner as “one who is unable to practice medicine with reasonable skill and safety to patients because of a physical or mental illness, including deterioration through the aging process or loss of motor skill, or excessive use or abuse of drugs, including alcohol.”

Purpose

To prevent suicide, improve mental health and resiliency and provide training in appropriate strategies to promote mental health and resiliency while providing nurture and support for the practitioners return to health and good medical practice. This policy is intended to provide some overall guidance and direction on how to proceed when confronted with a potentially impaired practitioner.

Because of the independent nature of most practitioners’ practices and the serious implications of any disability, impairment is often hard to identify early and is always difficult for the impaired practitioner to acknowledge. It is also hard to face the practitioner with a problem. The following policy provides the framework within which to do so.

Policy

It is the policy of this hospital and its medical staff that all individuals granted privileges to provide patient care do so safely and effectively. Individuals must report to the organized medical staff leadership instances in which a licensed independent practitioner is providing unsafe treatment. Any practitioner with privileges whose health status changes in such a manner as to jeopardize his or her ability to provide care safely and effectively shall notify the chief of the medical staff, Chair of the Practitioner Health and Wellness Committee (PHWC), or Chief Medical Officer of such change in a timely manner. Any individual working in the hospital who has a reasonable suspicion that an individual with privileges may be impaired shall notify the chief of the medical staff, or CEO or the PHWC of such concern in a timely manner. Once the chief of the medical staff, Chair of the PHWC or Chief Medical Officer receives notification about the possible impairment, he or she shall ensure that an appropriate investigation is undertaken consistent with the procedure outlined below. The chief of the medical staff, CEO, PHWC Chair or Chief Medical Officer will take appropriate action based upon the results of this investigation to ensure good quality of care to patients of this hospital.

The PHWC may furnish benefits in the form of counseling, mental health services, a suicide prevention program, or a substance use disorder prevention and treatment program the content, duration and estimated cost of which would be based on an evidence based approach to the individual circumstances. This program shall be extended to other physicians/clinicians who practice within the geographic area served by Salinas Valley Health. Mechanisms for measurement of success may include individual follow up with practitioners and satisfaction surveys.

Procedure

Education

Education to assist in wellness support and the identification and recognition of impairment will be provided to licensed independent practitioners and hospital staff annually.

Report and investigation

If any individual working in the hospital has a reasonable suspicion that a practitioner appointed to the medical staff or any other practitioner granted privileges is impaired, the following steps should be taken:

1. The individual who suspects the practitioner of being impaired must give an oral or, preferably, written report to the CEO, chief of the medical staff, Chief Medical Officer or Chair of the PHWC. The report must be factual and shall include a description of the incident(s) that led to the belief that the practitioner might be impaired. The individual making the report does not need to have proof of the impairment, but must state the facts that led to the suspicions.

If, after discussing the incident(s) with the individual who filed the report, the CEO, PHWC Chair, Chief Medical Officer or the Chief of Staff believes there is enough credible information to warrant an investigation, they shall request that an investigation be conducted and a report of its findings rendered.

Such an investigation shall be conducted in a manner that is separate from the usual medical staff disciplinary process and is appropriate to the circumstances of the incident(s) and individual(s) involved.

2. If the investigation produces sufficient evidence that the practitioner is impaired, the CEO or PHWC Chair shall meet personally with that practitioner or designate another appropriate individual to do so. The CEO, PHWC Chair or a designee will also meet personally with a practitioner upon receiving a report from the practitioner concerning a change in his or her health status that does or could jeopardize the individual's ability to carry out privileges. The practitioner shall be told that the results of an investigation or the self-reported change in health status indicate that the practitioner may suffer from an impairment that affects his or her practice. The practitioner should not be told who filed the report, and does not need to be told the specific incidents contained in the report.
3. Depending upon the severity of the problem and the nature of the impairment, the medical staff and hospital have the following options:
 - a. Refer the affected licensed independent practitioner to appropriate professional internal (PHWC) or external resources for evaluation, diagnosis, and treatment of the condition or concern
 - b. Require the practitioner to undertake a rehabilitation program as a condition of continued appointment and clinical privileges
 - c. Impose appropriate restrictions on the practitioner's privileges
 - d. Summary action as outlined in Article 6.2 of the Medical Staff Bylaws
 - e. Whichever of these options is selected, the action(s) shall be taken in a manner that is **separate from the usual medical staff disciplinary process** and is appropriate to the circumstances of the incident(s) and individual(s) involved.
4. The original report and a description of the actions taken by the CEO or Chief of Staff should be included in the practitioner's confidential PHWC file. If the investigation reveals that there is no merit to the report, the PHWC shall destroy the report. If the investigation reveals that there may be some merit to the report, but not enough to warrant immediate action, the PHWC will include the report in the practitioner's PHWC file for review at a later date to be determined by the PHWC. In addition, the hospital will monitor the practitioner's activities and practice until it can establish whether there is an impairment.

5. The CEO/PHWC Chair or Chief of Staff shall inform the individual who filed the report of follow-up action, but shall not disclose details of such action.
6. Throughout this process, all parties involved shall take appropriate steps to ensure appropriate confidentiality of all information concerning the actual or alleged impairment, except as limited by law, ethical obligation, or when the health and safety of a patient is threatened.
7. All parties shall avoid speculation, conclusions, gossip, and any discussions of this matter with anyone outside those described in this policy.

In the event that there is an apparent or actual conflict between this policy and the hospital or its medical staff bylaws, rules, and regulations, or other policies—including the due process sections of those bylaws and policies—the provisions of this policy shall supersede such bylaws, rules, regulations, or policies.

Rehabilitation

The Hospital, medical staff leadership and or the PHWC shall assist the practitioner in locating a suitable rehabilitation program. The hospital shall not reinstate a practitioner until it is established, to the hospital/medical staff's satisfaction, that the practitioner has successfully completed a rehabilitation program in which they have confidence.

Reinstatement

1. Upon sufficient proof that a practitioner has successfully completed a rehabilitation program, the hospital and medical staff may consider reinstating the practitioner's privileges and/or medical staff membership.
2. When discussing an impaired practitioner for reinstatement, the hospital and its medical staff leadership must consider patient care interests to be paramount. The burden is on the practitioner to provide adequate information that demonstrates, on an ongoing basis to the satisfaction of the hospital in its sole discretion, his or her health status does not adversely affect his or her ability to carry out privileges.
3. The hospital must first obtain a letter from the medical director of the rehabilitation program where the practitioner was treated. The practitioner must authorize the release of this information. The letter from the director of the rehabilitation program shall state
 - a. whether the practitioner is participating in the program
 - b. whether the practitioner is in compliance with all of the terms of the program
 - c. whether the practitioner attends program meetings regularly (if appropriate)
 - d. to what extent the practitioner's behavior and conduct are monitored
 - e. whether, in the opinion of the rehabilitation program medical staff, the practitioner is rehabilitated
 - f. whether an after-care program has been recommended to the practitioner and, if so, a description of the after-care program
 - g. whether, in the program director's opinion, the practitioner is capable of resuming medical practice and providing continuous, competent care to patients
4. The practitioner must inform the hospital of the name and address of his or her primary care provider and must authorize the provider to provide the hospital with information regarding his or her condition and treatment. The hospital has the right to require an opinion from other consultants of its choice.

5. The hospital shall request the primary care provider provide information regarding the precise nature of the practitioner's condition, the course of treatment, and the practitioner's status with regarding to the safe exercise of clinical privileges.
6. Assuming all information the hospital receives indicates that the practitioner is rehabilitated and capable of resuming patient care, the hospital must take the following additional precautions when restoring clinical privileges:
 - a. The practitioner must identify two peers who are willing to assume responsibility for the care of his or her patients in the event that the practitioner is unable or unavailable to care for them.
 - b. The hospital shall require the practitioner to provide the hospital with periodic reports from his or her primary care provider—for a period of time specified by the CEO, PHWC Chair and the Chief of Staff. The reports should state that the practitioner is continuing treatment or therapy, as appropriate, and that his or her ability to treat and care for patients in the hospital is not impaired.
7. A Practitioner Wellness Team appointed by the PHWC Chair shall monitor the practitioner's exercise of clinical privileges in the hospital. The PHWC shall determine the nature of that monitoring after reviewing all of the circumstances, in accordance with approved monitoring agreements.
8. The practitioner must agree to a monitoring contract (if appropriate to the impairment) at the request of the PHWC.
9. All requests for information concerning the impaired practitioner a practitioner under a monitoring contract shall be forwarded to the CEO and PHWC for response.

Failure to Complete Required Rehabilitation Programs and/or Monitoring Requirements:

A practitioner who fails to comply with agreed upon treatment or to complete monitoring requirements will have their Medical Staff or Advance Practice Provider Staff membership terminated, will have their clinical privileges terminated and will not be entitled to hearing rights as outlined in Article VII of the Medical Staff Bylaws.

EXTENDED CLOSED SESSION
(if necessary)

(VICTOR REY, JR.)

ADJOURNMENT