



March 17, 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, MARCH 23, 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, MARCH 23, 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](https://www.salinasvalleyhealth.com/virtualboardmeeting) for Access Information)

AGENDA

- | | <i><u>Presented By</u></i> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|
| I. CALL TO ORDER / ROLL CALL | <i>Victor Rey, Jr.</i> |
| II. CLOSED SESSION (<i>See Attached Closed Session Sheet Information</i>) | <i>Victor Rey, Jr.</i> |
| III. RECONVENE OPEN SESSION/CLOSED SESSION REPORT
(<i>Estimated time 5:00 pm</i>) | <i>Victor Rey, Jr.</i> |
| IV. EDUCATION PROGRAM | <i>Adrienne
Laurent</i> |
| A. Governance | |
| B. Health Scholars Program | |
| V. REPORT FROM THE PRESIDENT/CHIEF EXECUTIVE OFFICER | <i>Pete Delgado</i> |
| VI. 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. | |
| VII. BOARD MEMBER COMMENTS | <i>Board Members</i> |
| VIII. 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 February 23, 2023 Regular Meeting of the Board of Directors | |
| B. Financial Report | |
| C. Statistical Report | |
| D. Policies Requiring Approval | |
| Organ Tissue Donation | |
| <ul style="list-style-type: none">▪ Board President Report▪ Questions to Board President/Staff▪ Public Comment▪ Board Discussion/Deliberation▪ Motion/Second▪ Action by Board/Roll Call Vote | |

¹ Salinas Valley Memorial Healthcare System operating as Salinas Valley Health

IX. REPORTS ON STANDING AND SPECIAL COMMITTEES

A. Quality and Efficient Practices Committee

*Catherine
Carson*

Minutes of the March 20, 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

*Joel Hernandez
Laguna*

Minutes of the March 20, 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 Nuance Dragon Medical One Renewal as Sole Source and Contract Award:
 - Committee Chair Report
 - Questions to Committee Chair/Staff
 - Motion/Second
 - Public Comment
 - Board Discussion/Deliberation
 - Action by Board/Roll Call Vote
2. Consider Recommendation for Board Approval of the Amendment to the TigerConnect Master Agreement and Contract Renewal as Sole Source and Contract Award Committee Chair Report
 - Questions to Committee Chair/Staff
 - Motion/Second
 - Public Comment
 - Board Discussion/Deliberation
 - Action by Board/Roll Call Vote
3. Consider Recommendation for Board Approval of the Printer Management Services Agreement Renewal as Sole Source and Contract Award to to TotalPrint USA
 - Questions to Committee Chair/Staff
 - Motion/Second
 - Public Comment
 - Board Discussion/Deliberation
 - Action by Board/Roll Call Vote
4. Consider Recommendation for Board Approval of Press Ganey Master Services Agreement for 5 Year Term with an Effective Date of April 1, 2023.
 - Questions to Committee Chair/Staff
 - Motion/Second
 - Public Comment
 - Board Discussion/Deliberation
 - Action by Board/Roll Call Vote

C. **Personnel, Pension and Investment Committee**

Juan Cabrera

Minutes of the March 21, 2023 Personnel, Pension and Investment Committee meeting have been provided to the Board for their review. Additional Report from Committee Chair, if any.

D. **Corporate Compliance and Audit Committee**

Juan Cabrera

Minutes of the March 21, 2023 Community Advocacy Committee meeting have been provided to the Board for their review. Additional Report from Committee Chair, if any.

E. **Special Committee on District Bylaws**

Legal Counsel

Update on Amended and Restated District Bylaws. Additional Report from Committee members, if any.

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

*Theodore,
Kaczmar, Jr.,
MD*

A. Reports

1. Credentials Committee Report
2. Interdisciplinary Practice Committee Report

B. Medical Staff Rules and Regulations

1. Article 9.8 Orders (DNAR)
 - Questions to Chief of Staff
 - Public Comment
 - Board Discussion/Deliberation
 - Motion/Second
 - Action by Board/Roll Call Vote

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

Victor Rey, Jr.

XII. **ADJOURNMENT**

The Regular Meeting of the Board of Directors is scheduled for **Thursday, April 20, 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 831-755-0741. 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

CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION

(Government Code §54956.9(d)(1))

Name of case: (Specify by reference to claimant's name, names of parties, case or claim numbers):

Araujo et al vs. Salinas Valley Memorial Healthcare System, or

Case name unspecified: (Specify whether disclosure would jeopardize service of process or existing settlement negotiations): _____

CONFERENCE WITH LABOR NEGOTIATOR

(Government Code §54957.6)

Agency designated representative: (Specify name of designated representatives attending the closed session): Pete Delgado

Employee organization: (Specify name of organization representing employee or employees in question): National Union of Healthcare Workers, California Nurses Association, Local 39, ESC Local 20, or

Unrepresented employee: (Specify position title of unrepresented employee who is the subject of the negotiations): _____

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

CONFERENCE WITH REAL PROPERTY NEGOTIATORS

(Government Code §54956.8)

Property: (Specify street address, or if no street address, the parcel number or other unique reference, of the real property under negotiation): 1067 No. Davis Road, Salinas

Agency negotiator: (Specify names of negotiators attending the closed session): Gary Ray

Negotiating parties: (Specify name of party (not agent): _____

Under negotiation: (Specify whether instruction to negotiator will concern price, terms of payment, or both): _____

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
2. Report of the Medical Staff Credentials Committee
3. Report of the Medical Staff Interdisciplinary Practice Committee

ADJOURN TO OPEN SESSION

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.)

GOVERNANCE

(VERBAL)

(LAURENT)

HEALTH SCHOLARS PROGRAM

(VERBAL)

(LAURENT)

*REPORT FROM THE PRESIDENT/
CHIEF EXECUTIVE OFFICER*

(VERBAL)

(PETE DELGADO)

PUBLIC INPUT

BOARD MEMBER COMMENTS

(VERBAL)

**DRAFT SALINAS VALLEY MEMORIAL HEALTHCARE SYSTEM
REGULAR MEETING OF THE BOARD OF DIRECTORS
MEETING MINUTES
FEBRUARY 23, 2023**

Approved Pursuant to SVMHS Board Resolution No. 2023-01, Assembly Bill 361, and guidance from the Monterey County Health Department in response to concerns regarding COVID-19, Board Members of Salinas Valley Memorial Healthcare System, a local health care district, are permitted to participate in this duly noticed public meeting via teleconference and certain requirements of The Brown Act are suspended.

Present:

Catherine Carson, Director
Juan Cabrera, Director
Rolando Cabrera, MD, Director
Victor Rey, Jr., President

Absent: Joel Hernandez Laguna, Director

Also Present:

Pete Delgado, President/Chief Executive Officer
Theodore Kaczmar, Jr., MD, Chief of Staff
Matthew Ottone, Esq., District Legal Counsel
Kathie Haines, Executive Support

Rolando Cabrera, MD joined the meeting at 4:36 p.m.

CALL TO ORDER/ROLL CALL

A quorum was present and President Rey, Jr., called the meeting to order at 4:10 p.m.

CLOSED SESSION

President Victor Rey, Jr., announced that the closed session items to be discussed in Closed Session as listed on the posted Agenda are:

1. Report Involving Trade Secret: Trade secrets, strategic planning, proposed new programs and services.
2. Hearings/Reports: Reports from the Medical Staff Quality and Safety Committee, Reports of the Medical Staff Credentials Committee and Interdisciplinary Practice Committee.

The meeting recessed into Closed Session under the Closed Session Protocol at 4:12 p.m. The Board completed its business of the Closed Session at 5:08 p.m.

RECONVENE OPEN SESSION/REPORT ON CLOSED SESSION

The Board reconvened Open Session at 5:19 p.m.

President Rey announced in Closed Session, the Board received the Medical Staff Quality and Safety

Committee Report, the Report of the Medical Staff Credentials Committee and the Report of the Medical Staff Interdisciplinary Practice Committee.

No reportable action.

EDUCATION PROGRAM -- THE GOVERNANCE INSTITUTE: ORIENTATION TO HEALTHCARE GOVERNANCE

The Governance Institute Orientation to Healthcare Governance educational video was presented.

REPORT FROM THE PRESIDENT/CHIEF EXECUTIVE OFFICER

Mr. Delgado announced, “*The Mission of Salinas Valley Memorial Healthcare System is to provide quality healthcare for our patients and to improve the health and well-being of our community,*” and our Vision is “*A community where good health grows with every action, in every place, for every person.*”

The following Mission Moment video was presented: “Andrea Schlegel, Bariatric Surgery Patient.”

Mr. Miller introduced Night Shift Practice Council (UPC) members MJ Andalio-Angeles, ADN, RN, FCN (Chair) and Rizelle Legaspi, BSN, RN (member), who provided a report on the Night Shift UPC, including the **S**ilent **H**alls **H**elp **H**ealing (shhh) initiative. Go-live started 11/1/2022, and Top Box scores have increased significantly since November. MJ and Rizelle were thanked for their leadership and involvement in the Night Shift UPC.

Mr. Delgado presented a summary of how the District is meeting each of its foundational pillars Service, Quality, Growth, Finance, People, and Community. Highlights: Doximity ranked Salinas Valley Health #2 in *Top Hometown Hospitals*; National Employee Appreciate Day and our public rebrand announcement occurs February 27th; the Rose River Memorial event honoring Monterey County residents who lost their lives to COVID is March 3rd; the next Ask the Experts is March 22nd via Facebook on Men’s Urologic Health; Salinas Valley Health Emergency Department Physicians are providing training for law enforcement on TruNarc™ equipment which can identify in seconds what substances have been ingested during an overdose.

Financial Pillar Guest Charity Bracy, District Hospital Leadership Forum, Federal Legislative Advocate provided information on governmental activity, potential spending cuts that have the potential to impact health care providers.

PUBLIC INPUT

No public input.

BOARD MEMBER COMMENTS

Director Juan Cabrera commented the People Pillar section of the President’s Report demonstrates the great things we are doing for the community.

Director Catherine Carson liked the marketing portion of the President’s Report.

President Rey commented he thought there was great information in the Governance Institute educational video; the responsibility as a Board member is a continuous learning process. Additionally, President Rey

is reminded of how far we have come; Salinas Valley Health physicians, employees and the Board are now very collaborative.

CONSENT AGENDA – GENERAL BUSINESS

- A. Minutes of the Annual Meeting of the Board of Directors of January 26, 2023.
- B. Financial Report
- C. Statistical Report
- D. Policies Requiring Approval
 - Emergent Open Sternotomy (Assist)
 - Outpatient Infusion Nursing Assessment and Documentation
 - Scope of Service: Critical Care

No public comment received. Director Carson stated the Scope of Service: Critical Care is excellent.

MOTION:

Upon motion by Director Dr. Cabrera, second by Director J. Cabrera, the Board of Directors approved the Consent Agenda – General Business, *Items (A) through (D)*, as presented.

Ayes: Directors: Carson, Cabrera, MD, Cabrera, and President Rey. Noes: None. Abstentions: None. Absent: Hernandez Laguna; Motion Carried.

REPORTS ON STANDING AND SPECIAL COMMITTEES

Quality and Efficient Practices Committee

Chair Carson reported the minutes from the Quality and Efficient Practices Committee meeting of February 22, 2023, were provided to the Board of Directors for review. No recommendations were made.

Finance Committee

Victor Rey, President, reported the minutes from the Finance Committee meeting of February 22, 2023, were provided to the Board of Directors for review. Background information supporting the proposed recommendations made by the Committee was included in the Board packet.

The Committee made the following recommendations:

- 1. Consider Recommendation to Board of Directors for Approval to award Avila Construction Company the contract for construction of the SVMC Urology Clinic office space at 559 Abbott Street in the amount of \$1,559,827.92.***

No public comment received.

MOTION:

Upon motion by Director Dr. Cabrera, second by Director J. Cabrera, the Board of Directors approves awarding Avila Construction Company the contract for construction of the SVMC Urology Clinic office space at 559 Abbott Street in the amount of \$1,559,827.92.

Ayes: Directors: Carson, Cabrera, MD, Cabrera, and President Rey. Noes: None. Abstentions: None.

Absent: Hernandez Laguna; Motion Carried.

- 2. Consider Recommendation to Board of Directors for Approval to discontinue making monthly transfers to the Board Designated Fund, starting February 1, 2023 until further notice or at which time the Master Facility Plan is completed.***

No public comment received.

MOTION:

Upon motion by Director J. Cabrera, second by Director Dr. Cabrera, the Board of Directors approves to discontinue making monthly transfers to the Board Designated Fund, starting February 1, 2023 until further notice or at which time the Master Facility Plan is completed.

Ayes: Directors: Carson, Cabrera, MD, Cabrera, and President Rey. Noes: None. Abstentions: None. Absent: Hernandez Laguna; Motion Carried.

Personnel, Pension and Investment Committee

Vice-Chair Carson reported the minutes from the Personnel, Pension and Investment Committee meeting of February 21, 2023, were provided to the Board of Directors for review. Lockton has been asked to provide an in-depth report on their investment strategies at the next quarterly meeting. Steve Caruthers of Capital Group provided an informative update on equities. No recommendations were made.

Community Advocacy Committee

Chair Dr. Cabrera reported the minutes from the Community Advocacy Committee meeting of February 21, 2023, were provided to the Board of Directors for review. Of note Salinas Valley Health will work with the Blue Zones Project to support AB-605 which would create ongoing funding to help with nutrition incentives. Background information supporting the proposed recommendations made by the Committee was included in the Board packet.

The Committee made the following recommendation:

- 1. Consider Recommendation to Board of Directors for approval of the 2022 Community Health Needs Assessment and Implementation Strategy.***

No public comment received.

MOTION:

Upon motion by Director Carson, second by Director Dr. Cabrera, the Board of Directors approves the 2022 Community Health Needs Assessment and Implementation Strategy.

Ayes: Directors: Carson, Cabrera, MD, Cabrera, and President Rey. Noes: None. Abstentions: None. Absent: Hernandez Laguna; Motion Carried.

REPORT ON BEHALF OF THE MEDICAL EXECUTIVE COMMITTEE (MEC) MEETING ON FEBRUARY 8, 2023, AND RECOMMENDATION FOR BOARD APPROVAL OF THE FOLLOWING

Theodore Kaczmar, Jr., MD, reviewed the reports of the Medical Executive Committee (MEC) meeting of February 8, 2023, and Bylaw, Policy and Rules and Regulations revisions. A full report was provided in the Board packet.

Item B. Medical Staff Bylaws, Article 9.8 Orders (DNAR) is tabled until the March meeting due to a Bylaws review procedural issue.

Recommend Board Approval of the Following:

- A. Reports
 - 1. Credentials Committee Report
 - 2. Interdisciplinary Practice Committee Report

No public comment received.

MOTION:

Upon motion by Director Cabrera, MD, second by Director J. Cabrera, the Board of Directors receives and approves the Credentials Committee Report, the Interdisciplinary Practice Committee Report.

No public input received.

Ayes: Directors: Carson, Cabrera, MD, Cabrera, and President Rey. Noes: None. Abstentions: None. Absent: Hernandez Laguna; Motion Carried.

CONSIDER BOARD RESOLUTION NO. 2023-02 Designation of Agents for Salinas Valley Memorial Healthcare System to Continue the Completion, Execution, and Submittal of Applications to the California Governor's Office of Emergency Services to Obtain Certain State and/or Federal Financial Assistance.

District Counsel, Matt Ottone, stated the previous resolution has expired allowing Salinas Valley Health to continue to submit requests for Federal financial assistance. Resolution No. 2023-02 will allow to continue to seek financial assistance.

MOTION:

Upon motion by Director Dr. Cabrera, second by Director Carson, the Board of Directors adopted **RESOLUTION NO. 2023-02 Designation of Agents for Salinas Valley Memorial Healthcare System to Continue the Completion, Execution, and Submittal of Applications to the California Governor's Office of Emergency Services to Obtain Certain State and/or Federal Financial Assistance.**, as presented.

No public input received.

Ayes: Directors: Carson, Cabrera, MD, Cabrera, and President Rey. Noes: None. Abstentions: None. Absent: Hernandez Laguna; Motion Carried.

EXTENDED CLOSED SESSION

President Victor Rey, Jr., announced that the extended closed session items to be discussed as listed on the posted Agenda are:

1. Hearings and Reports of the Quality and Efficient Practice Committee.

The meeting recessed into Closed Session under the Closed Session Protocol at 6:48 p.m. The Board completed its business of the Closed Session at 7:27 p.m.

RECONVENE OPEN SESSION/REPORT ON CLOSED SESSION

The Board reconvened Open Session at 7:27 p.m.

President Rey announced that in Closed Session, the Board received a further report from the Quality and Efficient Practice Committee, and the board took no action.

ADJOURNMENT

The next Regular Meeting of the Board of Directors is scheduled for **Thursday, March 23, 2023 at 4:00 p.m.** There being no further business, the meeting was adjourned at 7:28 p.m.

Rolando Cabrera, MD
Secretary, Board of Directors

/KmH

SALINAS VALLEY MEMORIAL HOSPITAL
SUMMARY INCOME STATEMENT
February 28, 2023

	<u>Month of February,</u>		<u>Eight months ended February 28,</u>	
	<u>current year</u>	<u>prior year</u>	<u>current year</u>	<u>prior year</u>
Operating revenue:				
Net patient revenue	\$ 47,827,772	\$ 55,675,071	\$ 416,392,643	\$ 394,394,133
Other operating revenue	1,073,440	1,006,532	6,350,941	7,824,763
Total operating revenue	<u>48,901,212</u>	<u>56,681,603</u>	<u>422,743,584</u>	<u>402,218,896</u>
Total operating expenses	46,085,915	44,570,183	377,050,095	335,593,202
Total non-operating income	<u>(4,267,617)</u>	<u>(4,153,722)</u>	<u>(19,381,923)</u>	<u>(26,196,462)</u>
Operating and non-operating income	<u>\$ (1,452,320)</u>	<u>\$ 7,957,698</u>	<u>\$ 26,311,567</u>	<u>\$ 40,429,233</u>

SALINAS VALLEY MEMORIAL HOSPITAL
BALANCE SHEETS
February 28, 2023

	<u>Current year</u>	<u>Prior year</u>
ASSETS:		
Current assets	\$ 406,744,270	\$ 464,229,650
Assets whose use is limited or restricted by board	155,924,593	148,309,894
Capital assets	242,692,401	239,380,394
Other assets	180,537,005	174,208,122
Deferred pension outflows	<u>95,857,027</u>	<u>50,119,236</u>
	<u>\$ 1,081,755,296</u>	<u>\$ 1,076,247,296</u>
LIABILITIES AND EQUITY:		
Current liabilities	101,740,270	127,321,870
Long term liabilities	17,159,971	14,556,513
Lease deferred inflows	1,642,999	0
Pension liability	79,111,485	83,585,120
Net assets	<u>882,100,571</u>	<u>850,783,793</u>
	<u>\$ 1,081,755,296</u>	<u>\$ 1,076,247,296</u>

**SALINAS VALLEY MEMORIAL HOSPITAL
SCHEDULES OF NET PATIENT REVENUE
February 28, 2023**

	Month of February,		Eight months ended February 28,	
	current year	prior year	current year	prior year
Patient days:				
By payer:				
Medicare	1,992	2,035	16,449	13,913
Medi-Cal	1,111	810	9,295	7,849
Commercial insurance	583	703	6,305	6,053
Other patient	134	78	925	891
Total patient days	3,820	3,626	32,974	28,706
 Gross revenue:				
Medicare	\$ 109,225,210	\$ 101,094,060	\$ 829,004,548	\$ 730,415,326
Medi-Cal	71,669,232	48,816,353	551,625,097	440,511,491
Commercial insurance	42,965,147	48,358,489	417,414,062	394,825,680
Other patient	8,587,981	7,383,891	67,448,306	64,831,607
Gross revenue	232,447,570	205,652,793	1,865,492,013	1,630,584,105
 Deductions from revenue:				
Administrative adjustment	328,993	246,554	2,140,954	2,427,148
Charity care	539,958	957,714	5,045,935	7,177,219
Contractual adjustments:				
Medicare outpatient	30,717,055	25,679,183	235,865,245	212,807,156
Medicare inpatient	48,499,812	46,738,945	374,249,244	322,746,049
Medi-Cal traditional outpatient	3,866,048	3,169,817	27,414,661	22,157,150
Medi-Cal traditional inpatient	5,825,631	5,503,492	41,108,507	49,009,044
Medi-Cal managed care outpatient	29,462,793	18,219,292	217,911,458	170,839,396
Medi-Cal managed care inpatient	25,375,324	11,033,253	204,948,373	146,039,293
Commercial insurance outpatient	17,862,847	15,527,184	141,718,600	127,964,076
Commercial insurance inpatient	16,970,454	19,068,475	158,192,224	139,191,752
Uncollectible accounts expense	3,573,522	3,723,538	30,628,593	29,554,862
Other payors	1,597,361	110,273	9,875,576	6,276,827
Deductions from revenue	184,619,798	149,977,722	1,449,099,370	1,236,189,971
Net patient revenue	\$ 47,827,772	\$ 55,675,071	\$ 416,392,643	\$ 394,394,133
 Gross billed charges by patient type:				
Inpatient	\$ 124,316,641	\$ 115,462,036	\$ 1,011,769,841	\$ 881,568,289
Outpatient	79,573,085	67,565,867	624,255,406	538,438,075
Emergency room	28,557,845	22,624,890	229,466,766	210,577,741
Total	\$ 232,447,571	\$ 205,652,793	\$ 1,865,492,013	\$ 1,630,584,105

**SALINAS VALLEY MEMORIAL HOSPITAL
STATEMENTS OF REVENUE AND EXPENSES
February 28, 2023**

	Month of February,		Eight months ended February 28,	
	current year	prior year	current year	prior year
Operating revenue:				
Net patient revenue	\$ 47,827,772	\$ 55,675,071	\$ 416,392,643	\$ 394,394,133
Other operating revenue	<u>1,073,440</u>	<u>1,006,532</u>	<u>6,350,941</u>	<u>7,824,763</u>
Total operating revenue	<u>48,901,212</u>	<u>56,681,603</u>	<u>422,743,584</u>	<u>402,218,896</u>
Operating expenses:				
Salaries and wages	15,822,205	15,477,882	137,480,441	123,260,711
Compensated absences	2,656,136	2,540,920	22,591,885	21,761,702
Employee benefits	8,045,868	8,271,888	61,624,924	55,442,809
Supplies, food, and linen	6,602,666	6,338,618	54,095,864	49,791,625
Purchased department functions	3,958,519	3,233,458	33,065,884	26,832,915
Medical fees	2,858,452	1,635,942	16,358,470	15,068,855
Other fees	2,619,399	3,890,787	23,461,278	17,799,854
Depreciation	1,885,276	1,863,850	16,628,323	14,685,245
All other expense	<u>1,637,394</u>	<u>1,316,838</u>	<u>11,743,026</u>	<u>10,949,486</u>
Total operating expenses	<u>46,085,915</u>	<u>44,570,183</u>	<u>377,050,095</u>	<u>335,593,202</u>
Income from operations	<u>2,815,297</u>	<u>12,111,420</u>	<u>45,693,489</u>	<u>66,625,694</u>
Non-operating income:				
Donations	556,767	166,987	5,592,903	1,355,653
Property taxes	333,333	333,333	2,666,667	2,666,667
Investment income	(628,362)	(1,653,243)	241,476	(7,905,483)
Taxes and licenses	0	0	0	0
Income from subsidiaries	<u>(4,529,355)</u>	<u>(3,000,799)</u>	<u>(27,882,969)</u>	<u>(22,313,299)</u>
Total non-operating income	<u>(4,267,617)</u>	<u>(4,153,722)</u>	<u>(19,381,923)</u>	<u>(26,196,462)</u>
Operating and non-operating income	(1,452,320)	7,957,698	26,311,567	40,429,233
Net assets to begin	<u>883,552,890</u>	<u>842,826,095</u>	<u>855,789,004</u>	<u>810,354,560</u>
Net assets to end	<u>\$ 882,100,571</u>	<u>\$ 850,783,793</u>	<u>\$ 882,100,571</u>	<u>\$ 850,783,793</u>
Net income excluding non-recurring items	\$ (1,452,320)	\$ 4,069,030	\$ 26,311,567	\$ 34,136,857
Non-recurring income (expense) from cost report settlements and re-openings and other non-recurring items	<u>0</u>	<u>3,888,668</u>	<u>0</u>	<u>6,292,376</u>
Operating and non-operating income	<u>\$ (1,452,320)</u>	<u>\$ 7,957,698</u>	<u>\$ 26,311,567</u>	<u>\$ 40,429,233</u>

**SALINAS VALLEY MEMORIAL HOSPITAL
SCHEDULES OF INVESTMENT INCOME
February 28, 2023**

	<u>Month of February,</u>		<u>Eight months ended February 28,</u>	
	<u>current year</u>	<u>prior year</u>	<u>current year</u>	<u>prior year</u>
Detail of other operating income:				
Dietary revenue	\$ 161,627	\$ 135,145	\$ 1,212,696	\$ 1,111,474
Discounts and scrap sale	242,713	244,768	808,990	1,047,953
Sale of products and services	11,455	5,946	328,596	563,406
Clinical trial fees	0	360	0	27,700
Stimulus Funds	0	0	0	0
Rental income	160,489	169,845	1,295,668	1,289,567
Other	497,156	450,468	2,704,991	3,784,663
Total	\$ 1,073,440	\$ 1,006,532	\$ 6,350,941	\$ 7,824,763
Detail of investment income:				
Bank and payor interest	\$ 1,108,131	\$ 87,618	\$ 6,102,136	\$ 704,308
Income from investments	(1,761,293)	(1,750,986)	(4,658,409)	(8,297,049)
Gain or loss on property and equipment	24,800	10,125	(1,202,250)	(312,741)
Total	\$ (628,362)	\$ (1,653,243)	\$ 241,476	\$ (7,905,483)
Detail of income from subsidiaries:				
Salinas Valley Medical Center:				
Pulmonary Medicine Center	\$ (77,102)	\$ (156,575)	\$ (1,253,586)	\$ (1,434,224)
Neurological Clinic	(96,065)	(38,399)	(496,867)	(429,812)
Palliative Care Clinic	(66,814)	(75,685)	(557,296)	(651,876)
Surgery Clinic	(120,613)	(171,175)	(1,079,367)	(1,014,559)
Infectious Disease Clinic	(51,420)	(32,282)	(249,392)	(221,483)
Endocrinology Clinic	(207,091)	(111,445)	(1,303,695)	(991,505)
Early Discharge Clinic	0	0	0	0
Cardiology Clinic	(717,322)	(441,906)	(3,467,790)	(3,246,800)
OB/GYN Clinic	(334,487)	(205,631)	(2,377,814)	(2,528,767)
PrimeCare Medical Group	(1,226,055)	(722,569)	(4,860,402)	(3,807,057)
Oncology Clinic	(542,898)	705,314	(2,223,406)	(1,610,681)
Cardiac Surgery	(441,392)	(253,356)	(2,305,473)	(1,405,127)
Sleep Center	(55,670)	(33,398)	(246,973)	(246,368)
Rheumatology	(75,103)	(53,302)	(466,939)	(441,319)
Precision Ortho MDs	(372,636)	(434,069)	(2,678,212)	(2,213,189)
Precision Ortho-MRI	0	0	0	0
Precision Ortho-PT	(33,081)	(40,133)	(284,139)	(398,303)
Vaccine Clinic	0	136,952	(683)	(52,560)
Dermatology	(65,507)	(17,858)	(182,370)	(133,330)
Hospitalists	0	0	0	0
Behavioral Health	(20,498)	(62,794)	(254,583)	(537,909)
Pediatric Diabetes	(35,286)	(39,074)	(361,811)	(348,979)
Neurosurgery	(36,937)	(21,895)	(246,256)	(200,954)
Multi-Specialty-RR	2,188	(6,051)	79,872	69,826
Radiology	(190,446)	(207,556)	(1,644,629)	(1,907,690)
Salinas Family Practice	(199,360)	(125,672)	(810,434)	(753,320)
Urology	(112,152)	(9,436)	(792,937)	(9,436)
Total SVMC	(5,075,747)	(2,417,995)	(28,065,182)	(24,515,422)
Doctors on Duty	380,280	(208,356)	164,268	(47,435)
Vantage Surgery Center	0	623	0	182,746
LPCH NICU JV	0	0	(1,387,567)	0
Central Coast Health Connect	0	0	0	0
Monterey Peninsula Surgery Center	163,153	(327,194)	1,287,983	1,852,864
Coastal	89,203	(60,496)	(37,696)	(256,344)
Apex	0	0	0	103,759
21st Century Oncology	(112,906)	(18,599)	(152,706)	62,160
Monterey Bay Endoscopy Center	26,662	31,219	307,931	304,374
Total	\$ (4,529,355)	\$ (3,000,799)	\$ (27,882,969)	\$ (22,313,299)

**SALINAS VALLEY MEMORIAL HOSPITAL
BALANCE SHEETS
February 28, 2023**

	Current year	Prior year
A S S E T S		
Current assets:		
Cash and cash equivalents	\$ 291,608,376	\$ 354,092,711
Patient accounts receivable, net of estimated uncollectibles of \$29,204,280	87,322,824	93,031,575
Supplies inventory at cost	7,600,078	7,933,449
Current portion of lease receivable	546,861	0
Other current assets	19,666,131	9,171,914
Total current assets	406,744,270	464,229,650
Assets whose use is limited or restricted by board	155,924,593	148,309,894
Capital assets:		
Land and construction in process	51,473,148	37,020,457
Other capital assets, net of depreciation	191,219,253	202,359,937
Total capital assets	242,692,401	239,380,394
Other assets:		
Right of use assets, net of amortization	5,622,496	0
Long term lease receivable	1,186,426	0
Investment in Securities	143,623,006	133,365,415
Investment in SVMC	7,880,923	12,440,197
Investment in Coastal	1,606,005	1,731,023
Investment in other affiliates	23,082,592	21,052,568
Net pension asset	(2,464,443)	5,618,919
Total other assets	180,537,005	174,208,122
Deferred pension outflows	95,857,027	50,119,236
	\$ 1,081,755,296	\$ 1,076,247,296
 LIABILITIES AND NET ASSETS		
Current liabilities:		
Accounts payable and accrued expenses	\$ 62,983,800	\$ 55,823,455
Due to third party payers	17,467,801	53,188,290
Current portion of self-insurance liability	18,517,715	18,310,126
Current portion of lease liability	2,770,954	0
Total current liabilities	101,740,270	127,321,870
Long term portion of workers comp liability	14,058,922	14,556,513
Long term portion of lease liability	3,101,049	0
Total liabilities	118,900,241	141,878,383
Lease deferred inflows	1,642,999	0
Pension liability	79,111,485	83,585,120
Net assets:		
Invested in capital assets, net of related debt	242,692,401	239,380,394
Unrestricted	639,408,170	611,403,399
Total net assets	882,100,571	850,783,793
	\$ 1,081,755,296	\$ 1,076,247,296

SALINAS VALLEY MEMORIAL HOSPITAL
STATEMENTS OF REVENUE AND EXPENSES - BUDGET VS. ACTUAL
February 28, 2023

	Month of February,				Eight months ended February 28,			
	Actual	Budget	Variance	% Var	Actual	Budget	Variance	% Var
Operating revenue:								
Gross billed charges	\$ 232,447,570	\$ 194,993,652	37,453,918	19.21%	\$ 1,865,492,013	\$ 1,655,219,820	210,272,193	12.70%
Deductions from revenue	184,619,798	150,818,807	33,800,991	22.41%	1,449,099,370	1,277,663,146	171,436,224	13.42%
Net patient revenue	47,827,772	44,174,845	3,652,927	8.27%	416,392,643	377,556,673	38,835,970	10.29%
Other operating revenue	1,073,440	1,374,687	(301,247)	-21.91%	6,350,941	10,997,493	(4,646,552)	-42.25%
Total operating revenue	48,901,212	45,549,532	3,351,680	7.36%	422,743,584	388,554,166	34,189,418	8.80%
Operating expenses:								
Salaries and wages	15,822,205	15,348,295	473,910	3.09%	137,480,441	128,625,529	8,854,912	6.88%
Compensated absences	2,656,136	2,297,655	358,481	15.60%	22,591,885	23,760,735	(1,168,850)	-4.92%
Employee benefits	8,045,868	6,762,499	1,283,369	18.98%	61,624,924	57,003,777	4,621,147	8.11%
Supplies, food, and linen	6,602,666	5,801,877	800,789	13.80%	54,095,864	50,318,552	3,777,312	7.51%
Purchased department functions	3,958,519	3,490,953	467,566	13.39%	33,065,884	27,928,017	5,137,867	18.40%
Medical fees	2,858,452	2,026,754	831,698	41.04%	16,358,470	16,214,034	144,436	0.89%
Other fees	2,619,399	1,690,170	929,229	54.98%	23,461,278	16,167,466	7,293,812	45.11%
Depreciation	1,885,276	1,950,333	(65,057)	-3.34%	16,628,323	15,356,842	1,271,481	8.28%
All other expense	1,637,394	1,662,175	(24,781)	-1.49%	11,743,026	13,962,310	(2,219,284)	-15.89%
Total operating expenses	46,085,915	41,030,711	5,055,204	12.32%	377,050,095	349,337,262	27,712,833	7.93%
Income from operations	2,815,297	4,518,820	(1,703,523)	-37.70%	45,693,489	39,216,905	6,476,584	16.51%
Non-operating income:								
Donations	556,767	166,667	390,100	234.06%	5,592,903	1,333,333	4,259,570	319.47%
Property taxes	333,333	333,333	(0)	0.00%	2,666,667	2,666,667	0	0.00%
Investment income	(628,362)	129,915	(758,278)	-583.67%	241,476	1,039,324	(797,848)	-76.77%
Income from subsidiaries	(4,529,355)	(3,335,983)	(1,193,372)	35.77%	(27,882,969)	(27,659,857)	(223,112)	0.81%
Total non-operating income	(4,267,617)	(2,706,067)	(1,561,550)	57.71%	(19,381,923)	(22,620,533)	3,238,610	-14.32%
Operating and non-operating income	\$ (1,452,320)	\$ 1,812,753	(3,265,073)	-180.12%	\$ 26,311,566	\$ 16,596,372	9,715,195	58.54%

SALINAS VALLEY MEMORIAL HOSPITAL
PATIENT STATISTICAL REPORT
For the month of Feb and eight months to date

	<u>Month of Feb</u>		<u>Eight months to date</u>		<u>Variance</u>
	<u>2022</u>	<u>2023</u>	<u>2021-22</u>	<u>2022-23</u>	
<u>NEWBORN STATISTICS</u>					
Medi-Cal Admissions	35	37	332	296	(36)
Other Admissions	98	83	781	690	(91)
Total Admissions	133	120	1,113	986	(127)
Medi-Cal Patient Days	48	57	509	472	(37)
Other Patient Days	160	142	1,286	(273)	(1,559)
Total Patient Days of Care	208	199	1,795	199	(1,596)
Average Daily Census	7.4	7.1	7.4	0.8	(6.6)
Medi-Cal Average Days	1.4	1.6	1.6	1.7	0.1
Other Average Days	0.9	1.8	1.6	-0.4	(2.0)
Total Average Days Stay	1.6	1.7	1.6	0.2	(1.4)
<u>ADULTS & PEDIATRICS</u>					
Medicare Admissions	349	367	2,702	3,219	517
Medi-Cal Admissions	242	297	1,906	2,362	456
Other Admissions	397	277	2,426	2,530	104
Total Admissions	988	941	7,034	8,111	1,077
Medicare Patient Days	1,665	1,658	11,869	13,865	1,996
Medi-Cal Patient Days	837	1,132	8,162	9,585	1,423
Other Patient Days	1,008	1,527	7,778	(19,133)	(26,911)
Total Patient Days of Care	3,510	4,317	27,809	4,317	(23,492)
Average Daily Census	125.4	154.2	114.4	17.8	(96.7)
Medicare Average Length of Stay	4.6	4.4	4.4	4.3	(0.0)
Medi-Cal Average Length of Stay	3.4	3.5	3.5	3.5	0.0
Other Average Length of Stay	2.6	4.1	2.5	-6.1	(8.6)
Total Average Length of Stay	3.5	4.0	3.4	0.5	(2.9)
Deaths	35	23	234	197	(37)
Total Patient Days	3,718	4,516	29,604	4,516	(25,088)
Medi-Cal Administrative Days	10	25	187	81	(106)
Medicare SNF Days	0	0	0	0	0
Over-Utilization Days	0	0	0	0	0
Total Non-Acute Days	10	25	187	81	(106)
Percent Non-Acute	0.27%	0.55%	0.63%	1.79%	1.16%

SALINAS VALLEY MEMORIAL HOSPITAL
PATIENT STATISTICAL REPORT
For the month of Feb and eight months to date

	<u>Month of Feb</u>		<u>Eight months to date</u>		<u>Variance</u>
	<u>2022</u>	<u>2023</u>	<u>2021-22</u>	<u>2022-23</u>	
<u>PATIENT DAYS BY LOCATION</u>					
Level I	305	463	2,174	463	(1,711)
Heart Center	327	431	2,135	431	(1,704)
Monitored Beds	645	642	6,084	642	(5,442)
Single Room Maternity/Obstetrics	326	347	2,881	347	(2,534)
Med/Surg - Cardiovascular	754	990	5,664	990	(4,674)
Med/Surg - Oncology	247	226	2,220	226	(1,994)
Med/Surg - Rehab	455	633	3,490	633	(2,857)
Pediatrics	81	153	708	153	(555)
Nursery	208	199	1,795	199	(1,596)
Neonatal Intensive Care	110	0	878	0	(878)
<u>PERCENTAGE OF OCCUPANCY</u>					
Level I	83.79%	127.20%	68.82%	117.25%	
Heart Center	77.86%	102.62%	58.57%	94.60%	
Monitored Beds	85.32%	84.92%	92.73%	78.28%	
Single Room Maternity/Obstetrics	31.47%	33.49%	32.04%	30.88%	
Med/Surg - Cardiovascular	59.84%	78.57%	51.80%	72.43%	
Med/Surg - Oncology	67.86%	62.09%	70.28%	57.23%	
Med/Surg - Rehab	62.50%	86.95%	55.24%	80.15%	
Med/Surg - Observation Care Unit	0.00%	90.76%	0.00%	83.66%	
Pediatrics	16.07%	30.36%	16.19%	27.98%	
Nursery	45.02%	43.07%	22.38%	19.85%	
Neonatal Intensive Care	35.71%	0.00%	32.85%	0.00%	

SALINAS VALLEY MEMORIAL HOSPITAL
PATIENT STATISTICAL REPORT
For the month of Feb and eight months to date

	<u>Month of Feb</u>		<u>Eight months to date</u>		<u>Variance</u>
	<u>2022</u>	<u>2023</u>	<u>2021-22</u>	<u>2022-23</u>	
<u>DELIVERY ROOM</u>					
Total deliveries	125	115	1,087	952	(135)
C-Section deliveries	33	45	351	312	(39)
Percent of C-section deliveries	26.40%	39.13%	32.29%	32.77%	0.48%
<u>OPERATING ROOM</u>					
In-Patient Operating Minutes	21,006	19,069	150,070	163,432	13,362
Out-Patient Operating Minutes	24,019	23,189	195,619	212,100	16,481
Total	45,025	42,258	345,689	375,532	29,843
Open Heart Surgeries	15	14	96	115	19
In-Patient Cases	156	133	1,085	1,115	30
Out-Patient Cases	262	255	1,968	2,169	201
<u>EMERGENCY ROOM</u>					
Immediate Life Saving	22	36	278	246	(32)
High Risk	425	604	3,656	4,591	935
More Than One Resource	2,369	2,821	20,352	23,684	3,332
One Resource	1,223	1,635	13,329	17,018	3,689
No Resources	61	73	693	722	29
Total	<u>4,100</u>	<u>5,169</u>	<u>38,308</u>	<u>46,261</u>	<u>7,953</u>

SALINAS VALLEY MEMORIAL HOSPITAL
PATIENT STATISTICAL REPORT
For the month of Feb and eight months to date

	<u>Month of Feb</u>		<u>Eight months to date</u>		<u>Variance</u>
	<u>2022</u>	<u>2023</u>	<u>2021-22</u>	<u>2022-23</u>	
CENTRAL SUPPLY					
In-patient requisitions	16,315	15,295	102,118	105,727	3,609
Out-patient requisitions	6,250	6,730	67,967	63,426	-4,541
Emergency room requisitions	1,375	698	11,273	8,349	-2,924
Interdepartmental requisitions	7,849	7,115	49,644	44,398	-5,246
Total requisitions	<u>31,789</u>	<u>29,838</u>	<u>231,002</u>	<u>221,900</u>	<u>-9,102</u>
LABORATORY					
In-patient procedures	42,107	38,721	253,735	241,589	-12,146
Out-patient procedures	9,286	11,597	76,062	80,263	4,201
Emergency room procedures	9,433	11,145	60,934	76,430	15,496
Total patient procedures	<u>60,826</u>	<u>61,463</u>	<u>390,731</u>	<u>398,282</u>	<u>7,551</u>
BLOOD BANK					
Units processed	<u>318</u>	<u>297</u>	<u>1,996</u>	<u>1,965</u>	<u>-31</u>
ELECTROCARDIOLOGY					
In-patient procedures	1,041	1,068	6,566	6,885	319
Out-patient procedures	349	302	2,706	2,668	-38
Emergency room procedures	1,045	1,148	6,142	7,127	985
Total procedures	<u>2,435</u>	<u>2,518</u>	<u>15,414</u>	<u>16,680</u>	<u>1,266</u>
CATH LAB					
In-patient procedures	64	77	512	607	95
Out-patient procedures	51	71	571	625	54
Emergency room procedures	0	0	1	0	-1
Total procedures	<u>115</u>	<u>148</u>	<u>1,084</u>	<u>1,232</u>	<u>148</u>
ECHO-CARDIOLOGY					
In-patient studies	298	371	2,033	2,406	373
Out-patient studies	138	156	1,262	1,520	258
Emergency room studies	2	1	16	5	-11
Total studies	<u>438</u>	<u>528</u>	<u>3,311</u>	<u>3,931</u>	<u>620</u>
NEURODIAGNOSTIC					
In-patient procedures	140	165	1,109	1,090	-19
Out-patient procedures	24	27	169	164	-5
Emergency room procedures	0	0	0	0	0
Total procedures	<u>164</u>	<u>192</u>	<u>1,278</u>	<u>1,254</u>	<u>-24</u>

SALINAS VALLEY MEMORIAL HOSPITAL
PATIENT STATISTICAL REPORT
For the month of Feb and eight months to date

	<u>Month of Feb</u>		<u>Eight months to date</u>		<u>Variance</u>
	<u>2022</u>	<u>2023</u>	<u>2021-22</u>	<u>2022-23</u>	
SLEEP CENTER					
In-patient procedures	0	0	1	0	-1
Out-patient procedures	183	167	1,315	1,153	-162
Emergency room procedures	0	0	0	0	0
Total procedures	183	167	1,316	1,153	-163
RADIOLOGY					
In-patient procedures	1,654	1,429	9,708	8,710	-998
Out-patient procedures	416	356	4,323	2,915	-1,408
Emergency room procedures	1,217	1,382	7,939	8,809	870
Total patient procedures	3,287	3,167	21,970	20,434	-1,536
MAGNETIC RESONANCE IMAGING					
In-patient procedures	105	141	860	890	30
Out-patient procedures	127	77	953	768	-185
Emergency room procedures	14	6	80	49	-31
Total procedures	246	224	1,893	1,707	-186
MAMMOGRAPHY CENTER					
In-patient procedures	2,718	3,550	20,910	24,711	3,801
Out-patient procedures	2,696	3,518	20,790	24,527	3,737
Emergency room procedures	3	0	3	8	5
Total procedures	5,417	7,068	41,703	49,246	7,543
NUCLEAR MEDICINE					
In-patient procedures	12	14	86	94	8
Out-patient procedures	61	78	506	541	35
Emergency room procedures	1	0	4	4	0
Total procedures	74	92	596	639	43
PHARMACY					
In-patient prescriptions	111,491	94,299	636,356	605,331	-31,025
Out-patient prescriptions	10,439	11,319	99,978	104,283	4,305
Emergency room prescriptions	5,342	7,197	36,983	48,996	12,013
Total prescriptions	127,272	112,815	773,317	758,610	-14,707
RESPIRATORY THERAPY					
In-patient treatments	29,606	21,738	156,457	131,478	-24,979
Out-patient treatments	143	981	3,391	7,896	4,505
Emergency room treatments	373	194	1,179	1,583	404
Total patient treatments	30,122	22,913	161,027	140,957	-20,070
PHYSICAL THERAPY					
In-patient treatments	2,256	2,396	16,109	16,284	175
Out-patient treatments	99	170	1,751	2,108	357
Emergency room treatments	0	0	0	0	0
Total treatments	2,355	2,566	17,860	18,392	532

SALINAS VALLEY MEMORIAL HOSPITAL
PATIENT STATISTICAL REPORT
For the month of Feb and eight months to date

	<u>Month of Feb</u>		<u>Eight months to date</u>		<u>Variance</u>
	<u>2022</u>	<u>2023</u>	<u>2021-22</u>	<u>2022-23</u>	
OCCUPATIONAL THERAPY					
In-patient procedures	1,445	1,660	9,403	10,682	1,279
Out-patient procedures	74	99	797	1,086	289
Emergency room procedures	0	0	0	0	0
Total procedures	<u>1,519</u>	<u>1,759</u>	<u>10,200</u>	<u>11,768</u>	<u>1,568</u>
SPEECH THERAPY					
In-patient treatments	348	525	2,682	3,077	395
Out-patient treatments	23	28	171	200	29
Emergency room treatments	0	0	0	0	0
Total treatments	<u>371</u>	<u>553</u>	<u>2,853</u>	<u>3,277</u>	<u>424</u>
CARDIAC REHABILITATION					
In-patient treatments	0	0	0	0	0
Out-patient treatments	498	401	2,637	4,268	1,631
Emergency room treatments	0	0	1	0	-1
Total treatments	<u>498</u>	<u>401</u>	<u>2,638</u>	<u>4,268</u>	<u>1,630</u>
CRITICAL DECISION UNIT					
Observation hours	<u>378</u>	<u>344</u>	<u>1,866</u>	<u>2,252</u>	<u>386</u>
ENDOSCOPY					
In-patient procedures	85	78	626	636	10
Out-patient procedures	12	29	159	223	64
Emergency room procedures	0	0	0	0	0
Total procedures	<u>97</u>	<u>107</u>	<u>785</u>	<u>859</u>	<u>74</u>
C. T. SCAN					
In-patient procedures	537	596	3,803	4,027	224
Out-patient procedures	445	281	3,598	2,517	-1,081
Emergency room procedures	433	552	3,208	4,164	956
Total procedures	<u>1,415</u>	<u>1,429</u>	<u>10,609</u>	<u>10,708</u>	<u>99</u>
DIETARY					
Routine patient diets	17,554	21,351	113,154	130,102	16,948
Meals to personnel	19,345	21,421	144,216	152,161	7,945
Total diets and meals	<u>36,899</u>	<u>42,772</u>	<u>257,370</u>	<u>282,263</u>	<u>24,893</u>
LAUNDRY AND LINEN					
Total pounds laundered	<u>99,573</u>	<u>100,531</u>	<u>710,088</u>	<u>689,921</u>	<u>-20,167</u>

Memorandum

To: Board of Directors
 From: Clement Miller, COO
 Date: March 14, 2023
 Re: Policies Requiring Approval

As required under Title 22, CMS, and The Joint Commission (TJC), please find below a list of regulatory required policies with summary of changes that require your approval.

	Policy Title	Summary of Changes	Responsible VP
1.	Organ Tissue Donation	Template updated. New Honor Walk process added.	Lisa Paulo, CNO
2.			
3.			



Last Approved N/A
Last Revised 01/2023
Next Review 3 years after approval

Owner Carla Spencer:
Director Critical
Care Services
Area Patient Care

Organ Tissue Donation

I. POLICY STATEMENT:

- ~~A. The hospital documents the patients' wishes concerning organ donation in accordance with law and regulation.~~
- ~~B. Salinas Valley Memorial Healthcare System (SVMHS) actively participates in the National Organ and Tissue Donation Program and provides a mechanism to comply with the Centers for Medicare and Medicaid Services (CMS) regulations, Section 482.45. Referrals will be made to Donor Network West for all expirations.~~
- A. N/A

II. PURPOSE:

- A. To provide a mechanism for honoring the wishes of patients and their authorizing party in regard to the donation of anatomical gifts (donation of all or part of a human body or pacemaker to take effect upon or after death) and for complying with Department of Health and Human Services, Centers for Medicare and Medicaid Services (CMS) regulations.

III. DEFINITIONS:

- A. N/A

IV. GENERAL INFORMATION:

- A. The hospital documents the patients' wishes concerning organ donation in accordance with law and regulation.
- B. Salinas Valley Memorial Healthcare System (SVMHS) actively participates in the National Organ and Tissue Donation Program and provides a mechanism to comply with the Centers for Medicare and Medicaid Services (CMS) regulations, Section 482.45. Referrals will be made to Donor Network West for all expirations.

- C. SVMHS ICU RNs lead the practice of Honor Walks for those families wishing to participate with the support of Donor Network West. Honor Walks are optional and require the consent of the family. All patients meeting criteria for organ donation where authorization or donor designation has been established are eligible for an Honor Walk.
- D. Resource Manuals for Organ and Tissue & Eye Donation is available in the Administrative Supervisor's office and ICU/CCU including the appropriate phone numbers needed.
- E. All patients or authorizing party have the right to elect organ donation in the event of death. This policy is intended to provide patients and authorizing parties with two options for organ donation: following the declaration of brain death and following the decision of a patient or authorizing party to withdraw life support.
- F. Donor Network West (DNW) is the designated Organ Procurement Organization (OPO) as defined in a signed agreement with Salinas Valley Memorial Healthcare System.
- G. SVMHS has executed a signed agreement with a designated organization that screens donors and recovers tissue that is forwarded to various processors for procurement. The designated organization for SVMHS is DNW. SVMHS will notify DNW for all imminent deaths and cardiac deaths per CMS regulations. Imminent deaths are ventilator dependent patients who meet clinical cues for timely referral or GCS of 5 or less, or upon discussions regarding discontinuation of mechanical and/or pharmacological support.
- H. Upon notification by SVMHS (via the Donor Network at 1-800-55DONOR /1-800-553-6667) of an imminent death, DNW will determine the medical suitability for donation of all organs. DNW will provide for tissue and eye donation evaluation as appropriate. In the event of all cardiac deaths, SVMHS will contact DNW in a timely manner (within 1 hour of asystole) and provide the necessary medical & social information to determine suitability of tissue and eye donation.
- I. The authorizing party of each potential donor will be informed of the options for organ and tissue donation. The request for donation of an anatomical gift will be initiated by the Transplant or Family Resource Coordinator from DNW or a hospital requestor trained and designated by DNW. A Donor Coordinator with DNW will make a request for tissue and/or eye alone donors.
- J. Discretion and sensitivity will be exercised in all discussions with next of kin and significant others. The religious and cultural beliefs of the potential donor and the next of kin will be honored in all discussions.
- K. SVMHS will collaborate with DNW to:
 - 1. Educate staff on organ and tissue donation
 - 2. Facilitate the review of records of expired patients to improve identification of potential donors
 - 3. Participate in maintaining potential donors while appropriate evaluation and testing is performed and organ placement is completed
- L. Clinical Cues for DNW Consult- Call within **one hour**::
 - 1. GCS of 5 or less (due to illness or condition, not medication)
 - 2. Loss of one or more brainstem reflexes
 - 3. Anticipated discussion of:

- a. Withdrawal of life-sustaining measures
 - b. End of life care
- 4. Refer all cardiac deaths immediately.
- M. For additional information, call 1-800-553-6667 and/or refer to the Transplant website . Other resources include:
 - 1. United Network for Organ Sharing -
 - 2. U.S. Department of Health and Human Services -
 - 3. Donate Life California -
 - 4. Scientific Registry of Transplant Recipients -
 - 5. DNW: Organ and Tissue Donation Resource Manual

V. PROCEDURE:

- A. At the time of cardiac death or imminent death (for patients on ventilators), the RN will review the medical record for advance directives which expresses the patient's wishes with respect to organ and/or tissue donation. If the advanced directive states that the patient does not wish to make an anatomical gift at the time of death, referral will be made to DNW in order to inform DNW of the patient's wishes.
- B. Notification of Imminent & Cardiac deaths to the Donor Network at 1-800-55 DONOR (800-553-6667). Ventilated patients will be triaged as organ referrals and non-ventilated as tissue referrals.
 - 1. For ventilated patients, the Charge Nurse or designee will notify DNW and the Administrative Supervisor when criteria for imminent death have been met. (See Clinical Cues)
 - 2. For non-ventilated patients, the Charge Nurse or designee will notify the Administrative Supervisor who will notify the Donor Network (1800-55Donor) at the time of cardiac death.
 - 3. DNW will determine medical suitability for organs tissue & eye donation.
 - 4. A DNW Transplant Coordinator (via the Donor Network referral line) is available 24 hours a day to:
 - a. Approach authorizing party to offer the option of organ/tissue donation
 - b. Assist in the clinical management of the potential donor
 - c. Notify coroner and secure authorization for donation
- C. Authorization for Donation
 - 1. Authorization from Authorizing Party:
 - a. Under California's Uniform Anatomical Gift Act (UAGA), if a person is medically suitable for donation **and** knowledge of the donors' legal declaration of an anatomical gift is known, California law considers this declaration authorization to proceed with donation. Evidence of a

declaration of gift may include, but not be limited to a government issued driver's license or identification card or, through documentation from an appropriate anatomical gift registry. A driver's license that is suspended, revoked or expired does not change the validity of the declaration of gift. Upon determination by the Organ Procurement Organization that a declaration of gift is valid, **no** further approval is required from the patient, patient's next of kin, agent or POA in order to proceed with the donation of organs and/or tissue.

- b. The request for anatomical donation will be made by the Transplant or Family Resource Coordinator from DNW or by a designated ~~requestor~~requester trained by DNW.
- c. The on-site DNW Transplant Coordinator will evaluate all referrals of ventilated patients for appropriateness of organ donation.
- d. Request for donation should occur after declaration of brain death or, in the case of organ donation after cardiac death, after the decision has been made to withdraw life support.
- e. For the patient who is considered an appropriate candidate for organ donation, the DNW Coordinator will meet with the authorizing party to provide support, answer questions, and offer the option of organ and tissue donation.
- f. For the non-ventilated patient: the DNW Donor Coordinator will contact the authorizing party by phone after expiration to request donation of tissue and/or eyes.
- g. In order to honor the patient's wishes, the RN reviews the medical record at the time of death to insure that the patient did not decline anatomical donation in an advance directive. In the absence of an anatomical gift made prior to the donor's death, approval for donation must be obtained from the attorney-in-fact under a valid Durable Power of Attorney for Health Care that expressly authorizes the attorney-in-fact to make an anatomical gift of all or part of the principal's body. If there is no Durable Power of Attorney for Health Care giving such authorization, approval must be obtained from the authorizing party. Authorizing party is defined in the following order: spouse of the decedent/ domestic partner, adult children of the decedent, parents of the decedent, adult siblings of the decedent, adult grandchildren of the decedent, grandparents of the decedent, adult who exhibited special care and concern for the decedent during their lifetime, guardian or conservator of the decedent at the time of death and person with authority i.e. Coroner/Hospital Administrator.
- h. In all instances, discretion and sensitivity to the family circumstances shall be encouraged in all discussions regarding donation of organs and tissues.
- i. The deceased individual's religious and cultural beliefs or obvious non-suitability for organ and tissue donation must be considered.
- j. The following consents are legal in the State of California:

- i. A donor card, a donor registry form, will, or other authorization form signed by the donor.
- ii. Signed authorization of the attorney-in-fact or the authorizing party for Contribution of Anatomical Donation.
- iii. If a recorded telephone authorization from the legal next-of-kin is obtained by DNW staff a transcription of the authorization will be sent to the hospital for inclusion in the permanent record. In the case of tissue and/or eye donation, a recorded telephone authorization will be archived. A transcribed copy of the authorization will be sent to SVMHS for inclusion in the permanent record.

k. The signed authorization form is maintained with the Medical Record.

D. Coroner Authorization

1. If the deceased falls under the jurisdiction of the coroner, the coroner must be advised that a request for anatomical donation has been made. The coroner's authorization must be obtained before proceeding with donation.
2. The DNW Transplant Coordinator will notify the coroner at the completion of the organ recovery if applicable.

E. Hospital Authorization following diligent search for authorizing party for Brain Dead Donors.

1. The hospital may authorize anatomical donation only if there is no family available or known. Every effort must be made to locate the authorizing party by examination of personal effects, questioning of acquaintances and communication with local police regarding missing person records. By statute, the search must be thorough and must be in progress for a minimum of 12 hours (California Health and Safety Code, Section 7151.5) Hospital authorization following diligent search will apply to brain dead donors only.

F. Organ Donation following brain death

1. Donor Criteria and Donor Maintenance
 - a. Organ donation can take place after brain death has been established, and the potential donor is maintained on organ support systems.
 - b. A person shall be pronounced dead if it is determined by a physician that the person has suffered a total and irreversible cessation of brain function (see [DETERMINATION OF BRAIN DEATH](#)). There shall be independent confirmation of the death by another licensed physician. These physicians may not participate in or have any contingent interest in organ transplantation that may follow. Likewise, any member of the transplant team cannot be involved in the diagnosis of brain death.
 - c. A reasonably brief period of time will be afforded the family or authorizing party to assemble at the patient's bedside between the time the physicians declare brain death and discontinuation of cardiopulmonary support. During this time only previously ordered cardiopulmonary support will be

provided. No other medical intervention is required.

d. Donor Maintenance

- i. The donor will be maintained on organ support systems and cared for by hospital and DNW staff until the transplant teams have arrived and the organ recovery surgery is completed. The Transplant Coordinator from DNW may write orders for donor maintenance after brain death has been declared.
- ii. Appropriate consultations and clinical tests will be provided to ensure suitability of the organs, e.g. bronchoscopy, ~~echocardiograms~~~~echocardiogram~~, cardiac ~~catheterizations~~~~catheterizatio~~, and chest x-rays, biopsies, etc.
- iii. Mechanical support will be discontinued in the OR after organ recovery.

e. Organ Recovery

- i. Surgical Services will provide an OR suite, anesthesia support, one scrub tech/RN and one circulating tech/RN.
- ii. The DNW Coordinator will work closely with the OR staff to schedule the organ recovery procedure in the OR.

- f. Medical Center Reimbursement: All charges that are incurred from the time the patient is declared brain dead and authorizations obtained, including the operating room fees, shall be billed to Donor Network West.

G. Organ Donation after Circulatory Death (DCD) following the decision to withdraw life support.

1. Donor Criteria and Donor Maintenance

- a. Organ donation can take place following cessation of cardiopulmonary function when a patient or the authorizing party has elected to withdraw life supporting therapy. Candidates for organ donation after circulatory death will meet the following criteria:
 - i. The patient has a non-recoverable illness or injury that has caused neurologic devastation though the patient does not fulfill the criteria for brain death, and/or the patient has other system failure resulting in ventilator dependency and meets the criteria for imminent death.
 - ii. The patient of authorizing party has elected to withdraw life support following discussion with the physician. The referral to DNW will occur as outlined above in section one.
 - iii. The patient is expected to expire within two hour of the withdrawal of life support.
 - iv. The patient has a known cause of injury or illness and no known medical conditions that would exclude organ donation. The patient has inadequate respiratory effort to maintain life when disconnected from the ventilator. Such determination will be

made by the DNW Coordinator. If the case falls under the jurisdiction of the coroner, the Transplant Coordinator will contact the coroner to request authorization for organ donation.

- b. Referral to DNW and authorization for organ donation after circulatory death
 - i. When there are discussions regarding the withdrawal of life support, signaling imminent death, a timely referral to DNW will take place as outlined above in section one.
 - ii. The DNW Coordinator will evaluate the patient for suitability for DCD. The evaluation for DCD will include Glasgow Coma Score, presence or absence of brain stem reflexes, laboratory findings, medical/social history, use and amount of vasopressor medication and assessment of respiratory drive.
 - iii. If the patient is determined to be a candidate for organ donation after circulatory death, and the authorizing party has made a decision to withdraw life support, the DNW Coordinator will present the option of organ donation to the family. The decision to withdraw support must be made independently of and prior to any decision to donate organs. The family will be informed of all aspects of the donation and recovery process and appropriate authorizations will be obtained.
 - iv. Support and counseling will be provided to the donor family. Chaplains, social workers may be directly involved with DNW and critical care staff in caring for families. The DNW Family Care Advocate will provide continuing family care after completion of the organ recovery.
 - v. If the authorizing party authorizes DCD, authorization will also be obtained for any other procedures or medical interventions performed for the purpose of organ donation prior to the determination of death, e.g. administration of Heparin prior to death. Families will be informed that Heparin will be administered simultaneously with discontinuance of mechanical ventilation.
- c. Donor Maintenance
 - i. Diagnostic studies will be performed by hospital staff to determine suitable organ function and interventions to optimize organ function may also be done following authorizations.
 - ii. The medical center physician and care team will continue to write and implement orders during the evaluation and prior to withdrawal of mechanical support . DNW shall not write any orders.
- d. Withdrawal of life support and pronouncement of the patient

- i. Surgical Services will provide an OR suite, one scrub tech/RN and one circulating tech/RN. Anesthesia support is not necessary, unless recovering lungs.
- ii. The DNW Coordinator will work closely with the OR staff to schedule the recovery procedure in the OR.
- iii. When the transplant team is assembled, the patient will be transported to the withdrawal area while still on mechanical ventilation.
- iv. The organ recovery team (surgeons and other transplant center personnel) are prohibited from entering the withdrawal area once the patient has been transferred into the room. The recovery team may not enter the OR until the patient has been declared cardiac dead by the hospital medical team. The patient will not be discharged from the system until death occurs. The patient's physician, RCP and an ICU nurse will accompany the patient to the OR and stay with the patient until pronounced dead. The ICU nurse will administer any medications needed by palliation. DNW staff will assist with transport. Members of the decedent's family will be allowed to accompany the patient into the withdrawal area until the patient is pronounced dead.
- v. Medication for patient comfort up to and during the withdrawal of support will be administered in accordance with established practice of the physician and consistent with hospital policy, **Palliative Care Symptom Management** orders. Extubation will be performed by the Respiratory Care Practitioner under the direction of the patient's physician
- vi. Pronouncement of death will occur when the following conditions are met: 5 minutes of apnea AND 5 minutes of asystole or a rhythm consistent with irreversible cessation of circulatory function, i.e. pulseless electrical activity or ventricular fibrillation, demonstrated by cardiac monitoring
- vii. The organ recovery will then proceed.
- viii. The patient's physician or attending physician will document the date and time of death in the medical record and will complete the death certificate if applicable.
- ix. If the patient's death does not occur within the designated timeframe, the recovery effort may, at the discretion of the transplant team, be terminated. The patient will then be transported to a hospital room where the attending physician will direct patient care. Notify the Administrative Supervisor prior to the transfer. The Charge Nurse or a designee will notify the Donor Network (1800-553-6667) within an hour of asystole to close out the referral.

e. Medical Center Reimbursement: All charges related to the evaluation and

recovery of organs for transplantation, incurred after the DCD disclosure form has been signed by the family including the operating room fees and work up started, shall be billed to Donor Network West, 112667 Alcosta Blvd.#50, San Ramon, CA 94583.

- f. The patient's attending physician shall not be paid or reimbursed by, nor associated with or employed by DNW. The patient's attending physician shall not participate in the procedures for removing or transplanting an organ.

H. Tissue & Eye Donation

1. Donor Criteria

- a. Tissue donation will be considered on all deaths, including those patients who are declared brain dead. Tissues may include: bone, dura mater, costal cartilage, middle ear tissue, fascia lata, skin, veins, tendons, ligaments, heart valves, pericardium, and eyes (corneas and sclera).
- b. Age Eligibility: Newborns (minimum 36 weeks and 5 pounds); upper age limitations are determined by DNW
- c. Eye donations: if used for transplant purposes, the body should be refrigerated and the corneas (or whole globes for Research) must be removed within 12-14 hours after circulation ceases. The procedure is performed by a designee of DNW. Other tissues may be removed within 24 hours after circulation ceases providing the body is refrigerated within 12 hours of asystole. The preferred location for tissue recovery is the OR. Tissue recoveries may be performed by the staff of [DNWestDNW](#) in a non-sterile environment using clean recovery techniques (e.g. pathology department, morgue, coroner's office or outside designated location for tissue recoveries).

I. [Honor Walk](#)

1. [When appropriate, DNW and/or ICU staff will provide education regarding the Honor Walk process to the authorized next of kin/donor designee.](#)
2. [If the family wishes to proceed, ICU Charge Nurse will notify the Security Department so they can raise the DNW flag at the entrance to the hospital.](#)
3. [The ICU RN/Charge nurse will communicate with the Administrative Supervisor and the Security dept for planned date/time of Honor Walk.](#)
 - a. [On overhead page "Honor Walk to commence in 10 minutes" will be announced by the operator 10 minutes prior to scheduled date/time.](#)
 - b. [ICU Charge Nurse will notify the operator when to make this announcement.](#)
4. [The ICU staff and DNW will present the family with a DNW flag prior to patient departure.](#)
5. [Available hospital staff will gather for the Honor Walk at established time and location.](#)

6. Hospital employees MAY NOT be allowed to take photos or video of the Honor Walk. The donor's loved ones may conduct their own videotaping or photography.
7. Staff uncomfortable with the potential of being in the family's video or photography may elect to not participate in the Honor Walk.
8. Hospital staff will line up in two parallel lines between the ICU and the OR, or exit door if the patient is being transported to another facility for donation, at the direction of the ICU Charge Nurse.
9. Donor's loved ones will follow the donor patient to the OR/exit door.
10. Each participant to be aware the atmosphere of quiet respect should be initiated at time of arrival to the hallway all the way to the concluding moments.
11. Security will be available throughout Honor Walk process to assist with any issues that may arise.
12. When Honor Walk is commenced, designated hospital staff coordinating Honor Walk will thank those in attendance for their participation.
13. Security will take down the DNW flag after the Honor Walk has been completed.
14. Hospital employees must return to their designated departments/roles promptly.

J. Documentation:

1. All referrals, referral numbers, and communication with DNW for donation, whether accepted or declined by the next-of-kin are to be documented by the RN reporting and handling the process in the medical record.
2. The charts of all expired patients, aged 80 years or less, are audited on monthly basis by DNW.
3. Reports and handouts from DNW are maintained in Nursing Administration/Quality Management.
4. Checklist, "Process for Organ Donation after Cardiac Death" (not part of the medical record).

VI. EDUCATION/TRAINING:

- ~~A. Education and/or training is provided as needed.~~
- ~~B. Resource Manuals for Organ and Tissue & Eye Donation is available in the Administrative Supervisor's office and ICU/CCU including the appropriate phone numbers needed.~~
- A. Education and/or training is provided as needed.

VII. REFERENCES:

- A. California Health and Safety Code, sections 7150-7156-5
- B. Strategies for Narrowing the Organ Donation Gap and Protecting Patients (2004) -
- C. The Joint Commission; Transplant Safety Standards
- D. The Joint Commission: Patient Rights Standards

- E. CMS§482.45 Organ Procurement
- F. Donor Network West Resource manual for Organ and Tissue Donation
- G. DNW TS General Organizational Policies and Procedures: Document Number AS-P-01 (3/6/2014)

Attachments

[A: Organ Donation after Circulatory Death \(DCD\)](#)

[B: Tasks to be Completed](#)

Approval Signatures

Step Description	Approver	Date
Board	Rebecca Alaga: Regulatory/ Accreditation Coordinator	Pending
Critical Care Committee	Katherine DeSalvo: Director Medical Staff Services	03/2023
Policy Committee	Rebecca Alaga: Regulatory/ Accreditation Coordinator	01/2023
Policy Owner	Carla Spencer: Nursing Director	01/2023

Standards

No standards are associated with this document

*QUALITY AND EFFICIENT
PRACTICES COMMITTEE*

*Minutes of the March 20, 2023
Quality and Efficient Practices Committee
will be distributed at the Board Meeting*

(CATHERINE CARSON)

FINANCE COMMITTEE

*Minutes from the March 20, 2023 meeting
of the Finance Committee will be distributed
at the Board Meeting*

*Background information supporting the
proposed recommendations from the
Committee is included in the Board Packet*

(JOEL HERNANDEZ LAGUNA)

- *Committee Chair Report*
- *Board Questions to Committee Chair/Staff*
- *Motion/Second*
- *Public Comment*
- *Board Discussion/Deliberation*
- *Action by Board/Roll Call Vote*

Board Paper: Review and Approval by President/CEO

Board Resolution 2018-10, delegation of authority up to \$350,000

Agenda Item: Consider Recommendation for Board Approval of the Nuance Dragon Medical One Renewal as Sole Source and Contract Award

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

Date: March 8, 2023

Executive Summary

Salinas Valley Health currently utilizes Dragon Medical One (DMO) software as the voice recognition tool for physician documentation in our electronic medical record. Voice recognition is an important tool used by physicians to create reports in our electronic medical records (EMRs), both Meditech and Epic. It is a proven, time saving documentation tool enabling the use of macros for standardized report content and greater speed for those providers with limited typing skills.

Nuance DMO is an essential productivity tool for nearly eliminating the need for dictation and transcription services, improving documentation accuracy and use of macros to improve provider productivity for clinical documentation. This is the same solution utilized enterprise wide, including our mobile environment.

Key Contract Terms	Vendor: Nuance (a Microsoft company)																		
1. Proposed effective date	April 5, 2023																		
2. Term of agreement	April 5, 2023 – April 4, 2028																		
3. Renewal terms	Not auto-renewing																		
4. Termination provision(s)	Termination for cause if not cured within 30 days' written notice of breach																		
5. Payment Terms	Net 30																		
6. Annual cost(s)	Total cost of \$362,337.36 over 5 years See annual costs in table below.																		
	<table border="1"> <thead> <tr> <th></th> <th>2023 - 2024</th> <th>2024 - 2025</th> <th>2025 - 2026</th> <th>2026 - 2027</th> <th>2027 - 2028</th> </tr> </thead> <tbody> <tr> <td>Hosted Services</td> <td>\$ 68,247.60</td> <td>\$70,295.40</td> <td>\$72,404.28</td> <td>\$74,576.40</td> <td>\$76,813.68</td> </tr> <tr> <td>TOTAL:</td> <td>\$362,337.36</td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>		2023 - 2024	2024 - 2025	2025 - 2026	2026 - 2027	2027 - 2028	Hosted Services	\$ 68,247.60	\$70,295.40	\$72,404.28	\$74,576.40	\$76,813.68	TOTAL:	\$362,337.36				
	2023 - 2024	2024 - 2025	2025 - 2026	2026 - 2027	2027 - 2028														
Hosted Services	\$ 68,247.60	\$70,295.40	\$72,404.28	\$74,576.40	\$76,813.68														
TOTAL:	\$362,337.36																		
7. Cost over life of agreement	\$362,337.36																		
8. Budgeted (yes or no)	Yes, 8540.6600																		
9. Contract	<u>1001.1708</u>																		

Recommendation

Consider recommendation for Board approval of the Nuance Dragon Medical One agreement renewal as sole source and contract award in the estimated amount of \$362,337.36 over a 5-year term.

Attachments

- Sole Source Justification
- Renewal order expiring March 31, 5-year renewal, 2023 - 2028

Justification for Sole Source Form

To: Proposal Evaluation Panel

From: Audrey Parks, CIO

Type of Purchase: (check one)

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

Cost Estimate (\$):	\$362,337.36
Vendor Name:	Nuance (a Microsoft company)
Item Title:	Nuance Dragon Medical One: Renewal 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.).**

Salinas Valley Health currently utilizes Dragon Medical One (DMO) software as the voice recognition tool for physician documentation in our electronic medical record. Voice recognition is an important tool used by physicians to create reports in our electronic medical records (EMRs), both Meditech and Epic. Nuance DMO is an essential productivity tool for nearly eliminating the need for dictation and transcription services, improving documentation accuracy and use of macros to improve provider productivity for clinical documentation.

- 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:**

Page 50 of 124

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

Submitter Signature: _____ Date: _____

RENEWAL ORDER – INITIAL ORDER RENEWAL TERM

This Order is effective on the date signed by the last party (“Order Effective Date”) and is governed by the terms and conditions of the Healthcare Master Agreement dated June 30, 2011, as amended, and the Schedule for Choice for Clinical Documentation (Gold and Platinum)-Encounters based Model and Dragon Medical (Single Instance and Choice)-Encounter based Model (collectively, the “Agreement”) by and between Salinas Valley Memorial Hospital (“Company”) and Nuance Communications, Inc. (“Nuance”). All capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Agreement. No other terms and conditions (e.g. standard terms and conditions of purchase pre-printed on or referenced in a purchase order if Company places a purchase order in response to this quote) shall apply.

Quote Expires: March 31, 2023

Purpose: Renew Dragon Medical One and Dragon Embedded in Meditech for Initial Order Renewal Term

Billing/Shipping Information

Company Name:	Salinas Valley Memorial Hospital
Contact Name & Title:	Audrey Parks, CIO
Address:	450 E. Romie Lane
City:	Salinas
State:	CA
Zip:	93901
Email:	aparks@svmh.com

SUMMARY – PURCHASE ORDER AND INVOICE DESCRIPTION

Site license renewal for Dragon Medical One and Dragon Embedded in Meditech

APPLICABLE SOFTWARE SUITE AND ASSOCIATED PROFESSIONAL SERVICES

Pricing Model	Fixed Fee
Billing Basis	Monthly
Order Renewal Term	April 5, 2023 – April 4, 2028 with no autorenewal

Monthly Program Subscription Fees

Summary of fees by time period and Order Term total.

	Year 1	Year 2	Year 3	Year 4	Year 5	Term Total
Hosted Services Fee	\$68,247.60	\$70,295.40	\$72,404.28	\$74,576.40	\$76,813.68	\$362,337.36
Professional Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Grand Total	\$68,247.60	\$70,295.40	\$72,404.28	\$74,576.40	\$76,813.68	\$362,337.36

*Total Subscription Fees after year 1 are inclusive of the Annual Fee Adjustments

Monthly Fee Schedule

	Year 1	Year 2	Year 3	Year 4	Year 5
Monthly Hosted Services Fee	\$5,687.30	\$5,857.95	\$6,033.69	\$6,214.70	\$6,401.14

The Subscription Fee is inclusive of the following Hosted Services for Named Locations.

DESCRIPTION	QTY	PART #
Dragon Medical One , HS, Term, IP Admissions License	10,152	DMOIP-TERM
Dragon Medical One , HS, Term, Emergency Visits License	57,042	DMOED-TERM
Dragon Medical One , HS, Term, Outpatient Visits License	84,692	DMOOP-TERM
Dragon Medical One, In-Product Live Chat Support	1	DMOLC-SUPPORT
IP DM Embedded for MEDITECH Add-On	10,152	DMEMIP-AD-TERM
ED DM Embedded for MEDITECH Add-On	57,042	DMEMED-AD-TERM
OP DM Embedded for MEDITECH Add-On	84,692	DMEMOP-AD-TERM

PROFESSIONAL SERVICES & TRAINING SCOPE OF SERVICES

Not applicable – no fulfillment – this is a Renewal Order for the Initial Order Renewal Term

NAMED LOCATION INFORMATION

Named Location	Street Address	City	State	Zip
Salinas Valley Memorial Hospital	450 E. Romie Lane	Salinas	CA	93901

IN WITNESS WHEREOF: The undersigned have executed this Order as of the date signed by the last party.

Nuance Communications, Inc.

Salinas Valley Memorial Hospital

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



NUANCE COMMUNICATIONS, INC.

PURCHASE ORDER REQUIREMENTS FORM

This form is used to outline your policies as it relates to purchase order requirements for invoicing, and any exceptions therein. This will serve as the policy for your entire organization unless otherwise indicated below:

Date: _____

Subject: Purchase Order Requirements

Please indicate (with a check mark) the options that apply to your company:

___ We do not issue purchase orders for the following:

___ Services

___ Application Support for Services

___ Software

___ Hardware

___ Hardware and Software Maintenance

___ Other (if this option is checked, please specify) _____

___ We do not issue purchase orders

___ We do not require a purchase order for this order _____ *(name of order and dollar value)*

Company name: _____

Signature: _____

Printed Name: _____

Title: _____

Note: PO Requirements Form must be signed by a Purchasing Manager/Director, or Accounting Manager/Director, or Finance Manager or other company officer

THIS BOTTOM SECTION MUST BE FILLED IN TO BE DEEMED ACCEPTED BY NUANCE

Address Invoices are to be sent to:

Billing Contact _____

Street Address/Unit _____

City/State/Zip _____

Email Address IF applicable _____

Board/CEO – Packet Submission Checklist Nuance Dragon: Renewal, 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 #1001.1708
- 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 (*see attached RFP responses and scorecard from 3 respondents*)
 - 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 change in terms

SUBMITTED BY DEPARTMENT DIRECTOR OR DEPARTMENT ADMINISTRATOR:

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

REVIEWED BY:

CIO (if applicable): _____ Date: _____

Director of Audit/Compliance: _____ Date: _____

Board Paper: Review and Approval by President/CEO

Board Resolution 2018-10, delegation of authority up to \$350,000

Agenda Item: Consider Recommendation for Board Approval of the Amendment to the TigerConnect Master Agreement and Contract Renewal as Sole Source and Contract Award

Executive Sponsor: Augustine Lopez, Chief Financial Officer
David Kasting, MD, Chief Medical Information Officer
Audrey Parks, Chief Information Officer

Date: March 3, 2023

Executive Summary

In May of 2018 we implemented TigerText through a competitive solicitation process. TigerConnect, as the vendor is now called, offers a secure texting solution. TigerConnect stood out in providing a reliable, secure, HIPAA compliant, and user-friendly solution. It is being utilized across our entire Salinas Valley Health system. Since its implementation in 2018, we have experienced explosive growth of the application with 2,200 provisioned providers and staff sending over 500,000 messages per month.

The immediacy of communication has undoubtedly had a positive impact on direct patient care. We have documented an 80% decrease in overhead paging as a result of physicians now being notified via texting from our Telephone Operators which also contributes to our 'quiet at night' initiative. We have implemented additional enhancements offered by TigerConnect to continue to improve efficient, secure communication impacting patient care.

TigerConnect **Roles** were enabled during our upgrade TigerConnect Messenger in 2019. Staff can sign up as a "Role" or job function for a particular aspect of patient care, making it easier for others on the platform to locate and communicate with staff across shifts. Examples would be 'Hospitalist on call for ED admissions,' 'Cardiologist on call for CODE STEMI,' and 'Nurse Leadership Team.' This allows staff to contact others by Role rather than name.

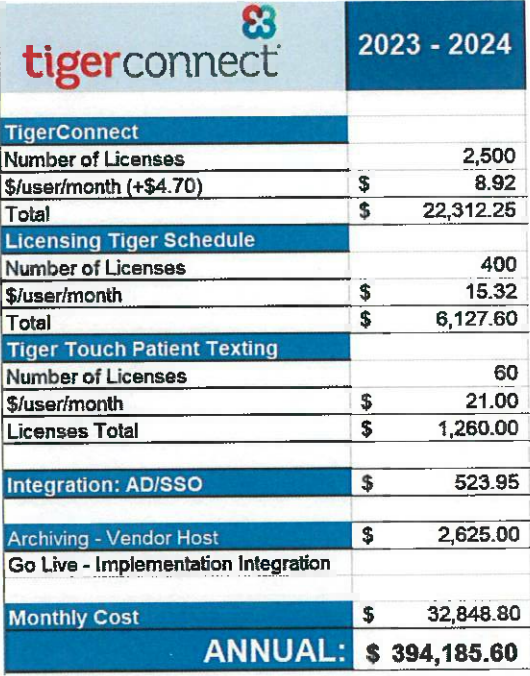
Referring physicians needing a hospital bed for their patient can text 'Nursing Supervisor Direct Admit' to expedite patient admissions. We have enabled TigerConnect **Teams** where members of a clinical group dedicated to a particular care initiative or workflow can collaborate to improve outcomes utilizing this rapid communication tool. Examples include 'Incident Command Center,' and 'Nursing Leadership.'

Page 55 of 124

TigerConnect **Archive** allows us to access message strings up to five years in the past, mainly to confirm a particular conversation was held.

The most recent update was TigerConnect **Patient Engagement**, a secure patient engagement platform. This communication tool will be invaluable in assisting patients with scheduling appointments, confirming follow-up, providing educational materials and offering support. The potential benefits would include fewer missed appointments, appropriate medication administration pre-procedure, and a positive effect on re-admission rates post discharge. We

have implemented a TigerConnect Patient Engagement pilot in the Cancer Resource Center where they have found it to be a valuable tool in communicating with their patients regarding upcoming appointments and assisting in finding additional assistance in the management of their care.

Key Contract Terms	Vendor: TigerConnect
1. Proposed effective date	March 26, 2023
2. Term of agreement	March 26, 2023 – March 25, 2024
3. Renewal terms	Auto renews annually
4. Termination provision(s)	30 days' written notice with or without cause
5. Payment Terms	Net 45 days
6. Annual cost(s)	\$394,185 
7. Cost over life of agreement	\$394,185 (annual renewal, auto-renews)
8. Budgeted (yes or no)	Yes, 8540.6600
9. Contract	1001.3200

Recommendation

Consider recommendation for Board approval of amendment to the TigerConnect master agreement and contract renewal as sole source and contract award in the amount of \$394,185 over one-year coverage period.

Attachments

- Sole Source Justification
- Addendum, one-year renewal, 2023 – 2024

Justification for Sole Source Form

To: Proposal Evaluation Panel
From: David Kasting, MD, CMIO
Audrey Parks, CIO

Type of Purchase: (check one)

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

Cost Estimate (\$):	\$394,185
Vendor Name:	TigerConnect
Item Title:	TigerConnect, Renewal: 2023 - 2024

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.).**
SVMHS first implemented Tiger Connect with the basic Tiger Essentials platform in May of 2018. In January of 2019, we advanced to Tiger Flow, enabling "Roles" for identifying individuals covering a particular position such as 'on call' or 'supervisor on duty'. Tiger Connect has proved to be an efficient and reliable platform for securely texting Protected Health Information between healthcare providers. We are seeking to renew TigerConnect. No other texting vendor offers all the platforms TigerConnect offers in one interactive package. Further, the solution is fully integrated with our Physician Scheduling platform to streamline updating 'on-call' roles in the TigerConnect directory.
- 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:**

Page 57 of 124

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

Submitter Signature: _____ Date: _____



Company Contact:
Quote #:

Casey Sullivan
Q-65312-1

ORDER FORM

TigerConnect®, Inc.
2110 Broadway
Santa Monica, CA 90404

Address Information

Bill To:

Salinas Valley Memorial Healthcare
System
450 E. Romie Lane
Salinas, CA, 93901

Contact Name:
Email:
Phone:

Billing Contact:
Email:

Terms and Conditions

Start Date: 3/24/2023
End Date: 3/23/2024
Pricing Terms Expire: 3/16/2023

Subscription Term: 12 Months
Payment Terms: Net 45
Billing Frequency: Annual

Subscriptions

Product Name	Service Start/ End Date	Monthly/ Unit Price	Quantity	Monthly Total
TigerConnect Patient Engagement Pro	3/24/2023 - 3/23/2024	\$21.00	60	\$1,260.00
TigerConnect Clinical Collaboration Platform – Pro Licenses	3/24/2023 - 3/23/2024	\$7.86	2,800	\$22,008.00
TigerConnect®-Hosted Archiving	3/24/2023 - 3/23/2024	\$1.05	2,800	\$2,940.00
Connection Hub Plugins - Integration Package	3/24/2023 - 3/23/2024	\$0.00	1	\$0.00
LDAP / Active Directory	3/24/2023 - 3/23/2024	\$523.95	1	\$523.95
TigerConnect Physician Scheduling	3/24/2023 - 3/23/2024	\$15.32	400	\$6,127.80

Monthly Subscription Total: **USD 32,859.75**

Page 58 of 124

See Billing Terms below for Pricing Timetable

Billing Terms

Invoice
1

Date
3/24/2023

Amount
USD 394,317.00

Amounts do not include any applicable tax.

Standard Terms & Conditions

1. This Order Form shall be subject to the terms of the **TigerConnect Enterprise Master Subscriber Agreement** (which together with this Order Form comprise the "Agreement").
2. The Services are described in the Services Description Sheet. You will have access only to the products and services listed in the Services Description Sheet and not to any other improved functionality or features developed by TigerConnect.
3. The TigerConnect Subscription License is limited to the number of users/providers set forth above. Any users/providers provisioned on the system in excess of the quantity identified above will be subject to the per seat/provider license charge set forth in this Order Form for the remainder of the Subscription Term.
4. Upon expiration of the Subscription Term, the Subscription Term will automatically extend for additional terms of equal length unless terminated by either party with written notice at least thirty (30) days prior to the expiration of the then-current term. Any termination attempt by Customer prior to the expiration of the then-current term shall not relieve Customer of its obligation to pay for the Services for the entire term, and there are no refunds for any unused portions of the then current term.
5. Upon each anniversary of the commencement of the Subscription Term and of each Renewal Term, the license fees set forth herein shall be subject to increase by the greater of (a) 5% or (b) the increase in the Consumer Price Index-Urban (CPI-U, U.S. Cities Average for all items) over the previous year.

Special Conditions

Terms described in this Special Conditions section will override terms in the Standard Terms & Conditions.

- Due to the unique requirements associated with communicating directly with patients using TigerConnect Patient Engagement, Customer must also sign the attached TigerConnect Patient Engagement Use Agreement setting forth the additional terms and restrictions applicable to the TigerConnect Patient Engagement feature.

- Additional terms and restrictions related to TigerConnect Physician Scheduling are set forth in the Addendum attached to this Order Form and incorporated herein by this reference.

Purchase Order Information

Is a Purchase Order (PO) required for the purchase or payment of the products on this Order Form? (Customer to complete).

- No
 Yes

PO Number: _____

PO Amount: _____

Agreed to by:

TigerConnect, Inc.

Signature: _____

Printed Name _____

Title: _____

Dated: _____

Customer: Salinas Valley Memorial Healthcare System

Signature: _____

Printed Name: _____

Title: _____

Dated: _____

Board/CEO – Packet Submission Checklist TigerConnect: Annual Renewal, 2022 - 2023

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 1001.3200
- 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:
 - 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: pre-existing agreement

SUBMITTED BY DEPARTMENT DIRECTOR OR DEPARTMENT ADMINISTRATOR:

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

REVIEWED BY:

CIO (if applicable): _____ Date: _____

MM in lieu of Audit/Compliance: _____ Date: _____

Board Paper: Review and Approval by President/CEO

Board Resolution 2018-10, delegation of authority up to \$350,000

Agenda Item: Consider Recommendation for Board Approval of the TotalPrint USA (Printer Management Services) Agreement Renewal as Sole Source and Contract Award

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

Date: March 16, 2023

Executive Summary

Since August 2019 we have used TotalPrint USA (a Staples company) for printer management services. By doing so, we have provided better service to our staff and providers for support and maintenance of printers, including consumables such as toner. Additionally, we have kept the fleet of our multi-function devices (print, copy, scan, fax) refreshed as needed. We are seeking approval to renew the existing agreement under the same cost schedule and terms as originally signed in 2019 for a four-year term from September 2023 through August 2027. The annualized expense is \$380,858. We will continue to strive to reduce the quantity of printers in use to help further manage costs. TotalPrint USA and Information Technology leadership will meet monthly to review expenses and manage to projected budget. Further, Salinas Valley Health negotiated labor savings, formerly pass-through costs, of \$129,558 over the upcoming 4-year term.

Key Contract Terms	Vendor: TotalPrint USA, a Staples company
1. Proposed effective date	September 3, 2023
2. Term of agreement	September 3, 2023 – September 2, 2027 (4-years)
3. Renewal terms	Non-renewing
4. Termination provision(s)	If Customer terminates without cause prior to the expiration of the term Customer will be responsible for the payment of early termination charges which shall be calculated as the average of the three (3) most recent billing periods, total billing multiplied by the number of months remaining in the unexpired Initial Term or Renewal Term. There is no penalty for early termination with cause.
5. Payment Terms	Invoiced monthly <i>(estimated over 4 years, paid monthly on actual volume)</i> Net 45

	FY23 Jan Annualized Actual	FY24 Estimate	FY25 Estimate	FY26 Estimate	FY27 Estimate	4 Year Total
Baseline Cost	380,858					
Annual Base Cost		\$ 380,858	\$ 380,858	\$ 380,858	\$ 380,858	\$ 1,523,432
Savings - Printer Reduction Project		\$ (15,275)	\$ (15,275)	\$ (15,275)	\$ (15,275)	\$ (61,100)
Savings Negotiated Labor Discount		\$ (31,200)	\$ (31,980)	\$ (32,780)	\$ (33,599)	\$ (129,558)
New Contract Cost		\$ 334,383	\$ 333,603	\$ 332,804	\$ 331,984	\$ 1,332,774
Savings % Off Base Cost		12%	12%	13%	13%	13%
Projected Printing Volume Increase		2.00%	2.00%	2.00%	2.00%	
Final Contract Cost Estimate		\$ 341,071	\$ 347,892	\$ 354,850	\$ 361,947	\$ 1,405,760

6. Annual cost(s)	Service fees per estimations in above table
7. Cost over life of agreement	\$1,405,760 (estimated based on above projections)
8. Budgeted (yes or no)	Yes, 8540.6600
9. Contract	1001.3683

Recommendation

Consider recommendation for Board approval of the TotalPrint USA, a printer management services agreement renewal as sole source and contract award in the estimated amount of \$1,405,760 over a 4-year term.

Attachments

- Sole Source Justification
- Addendum, 4-year renewal, 2023 - 2027

Justification for Sole Source Form

To: Proposal Evaluation Panel

From: Audrey Parks, CIO

Type of Purchase: (check one)

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

Cost Estimate (\$):	\$1405,760
Vendor Name:	TotalPrint USA
Item Title:	TotalPrint USA: 4-year Renewal, 2023 - 2027

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.).**

Since August 2019 we have used TotalPrint USA (a Staples company) for printer management services. By doing so, we have provided better service to our staff and providers for support and maintenance of printers, including consumables such as toner. Additionally, we have kept the fleet of our multi-function devices (print, copy, scan, fax) refreshed as needed. We are seeking approval to renew the existing agreement under the same cost schedule and terms as originally signed in 2019 for a four-year term from September 2023 through August 2027..

- 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:**

Page 64 of 124

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

Submitter Signature: _____ Date: _____



Addendum E

This Addendum extends the managed print services agreement with Salinas Valley Memorial Healthcare System. There are no changes to the pricing schedule from the master agreement dated August 30, 2019.

Vendor shall meet monthly with Customer’s Information Technology leadership to ensure cost control measures keep us on track with the projected budget, below, unless such excess costs are specifically authorized by Customer in writing in advance of incurrence and with supporting explanation for such costs.

	FY23 Jan Annualized Actual	FY24 Estimate	FY25 Estimate	FY26 Estimate	FY27 Estimate	4 Year Total
Baseline Cost	380,858					
Annual Base Cost		\$ 380,858	\$ 380,858	\$ 380,858	\$ 380,858	\$ 1,523,432
Savings - Printer Reduction Project		\$ (15,275)	\$ (15,275)	\$ (15,275)	\$ (15,275)	\$ (61,100)
Savings Negotiated Labor Discount		\$ (31,200)	\$ (31,980)	\$ (32,780)	\$ (33,599)	\$ (129,558)
New Contract Cost		\$ 334,383	\$ 333,603	\$ 332,804	\$ 331,984	\$ 1,332,774
Savings % Off Base Cost		12%	12%	13%	13%	13%
Projected Printing Volume Increase		2.00%	2.00%	2.00%	2.00%	
Final Contract Cost Estimate		\$ 341,071	\$ 347,892	\$ 354,850	\$ 361,947	\$ 1,405,760

Additionally, TPUSA will be removing the maintenance cost of the on-site technician to SVMHS reflected as \$2,600 a month for the bill and TPUSA will take on the entire salary.

This agreement will be extended four (4) years from signature date below.

TPUSA Authorized Signature

Salinas Authorized Signature

Date

Date

Board/CEO – Packet Submission Checklist Print Management: Renewal, 2023 - 2027

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 **#1001.3683**
- 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 (*see attached RFP responses and scorecard from 3 respondents*)
 - 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 change in terms

SUBMITTED BY DEPARTMENT DIRECTOR OR DEPARTMENT ADMINISTRATOR:

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

REVIEWED BY:

CIO (if applicable): _____ Date: _____

Director of Audit/Compliance: _____ Date: _____

Board Paper: Finance Committee

Agenda Item: Consider Recommendation for Board Approval of Press Ganey Master Services Agreement
Executive Sponsor: Lisa Paulo, CNO
Date: March 20, 2023

Executive Summary

Background/Situation

SVMHS has utilized Press Ganey for patient experience and employee engagement surveys since 2014. In recent years the reputation management solution & nurse excellence solutions were implemented. Each of these solutions meet internal business needs. The patient experience surveys meet external regulatory requirements by the Centers for Medicare and Medicaid Services by allowing patients to communicate opportunities for improvement and areas of excellence.

The Master Service Agreement will accomplish 2 needs:

- 1) Leverage cost savings by pulling all services into 1 agreement versus 3.
- 2) Add additional services of value and cost savings:
 - a. Narrative DX will enhance the ability to address areas of opportunities from survey comments. Currently this is a manual process and not robust at theme identification.
 - b. iRound will support the transition of the patient, leader and quality rounding/audit solution. This will facilitate cost savings and alignment of in-process metric measuring to survey outcomes.
 - c. Pulse Survey solution will facilitate real time feedback to enhance our employee engagement efforts.

Strategic Plan Alignment:

Salinas Valley Memorial Healthcare System works to provide an exceptional experience for patients and their families with every interaction. Press Ganey solutions provide feedback and benchmarking data regarding our patients' perceptions of their experience and our employee's engagement level. Press Ganey is our partner in measuring our success in meeting and exceeding the expectations of our patients and staff to perform as a top healthcare system among our peers.

Inpatient Patient Experience Surveys are mandated for Value Based Purchasing incentives through the Centers for Medicare and Medicaid Services. Press Ganey provides a 360 solution for patient experience surveys. Specifically, 1) creating and sending English/Spanish versions of surveys, 2) conducting mandatory wave surveying applicable initiatives set forth in the Consumer Assessment of Health Providers and Systems, sponsored by the Centers for Medicare and Medicaid Services, 3) access to survey images and recordings, 4) transcription of comments in English/Spanish, 5) license to use Press Ganey's Patient Experience web-based application(s), for an unlimited number of users at each facility, 6) access to improvement content related to major service lines, 7) Nursing centric data analysis solution (NES).

Pillar/Goal Alignment:

X Service X People Quality X Finance Growth Community

Financial Implications:

A 5-year contract allows us to capture savings from a reduced inflation escalator at 2% instead of 3% and a discount on the Patient Experience product. The contract savings are about \$102k over the life of the contract.

Key Contract Terms	Vendor:
1. Proposed effective date	4/1/23
2. Term of agreement	60 months
3. Renewal terms	None
4. Termination provision(s)	For Cause
5. Payment Terms	Payment is due to Press Ganey within thirty (30) days after the invoice date, no penalty for late payment
6. Annual cost	See Below
7. Cost over life of agreement	\$1,839,744
8. Budgeted (indicate y/n)	Yes

Recommendation

Recommend approval of Press Ganey Master Services Agreement in the amount of \$1,839,744 for 5-year term with an effective date of April 1, 2023.

Attachments:

- (1) Sole Source Justification
- (2) Press Ganey Draft Master Service Agreement

Justification for Sole Source Form

To: Contract Review Committee

From: Lisa Paulo, MSN/MPA, RN, CENP
Chief Nursing Officer

Date: March 9, 2023

Type of Purchase:

X Purchased Services >= \$350,000

Total Cost \$:	\$1,839,744
Vendor Name:	Press Ganey
Agenda Item:	Finance: Press Ganey Agreement

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 SVMHS. The procurements proposed for acquisition through sole source are the only ones that can meet the district's need. 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.

X Existing SVMHS equipment, inventory, custom-built information system, custom built data inventory system, or similar products or programs. **Salinas Valley Health has multiple solutions with Press Ganey. Transitioning to another vendor to create the same aggregate outcome of data analysis.**

X Uniqueness of the service. **PG is the market leader for Patient Experience Data. The benchmarks from other vendors are significantly smaller and do not provide the same level of visibility into our data compared to CMS benchmarks.**

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

Submitter Signature *Lisa Paulo* Date: 3/9/23

**BOARD Packet Submission Checklist
Press Ganey Agreement**

The original of this completed/fully signed checklist and all required supporting documents are to be hand-delivered to reviewer listed below:

- BOARD or 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 contract with vendor signature
- PROCUREMENT PROCESS DOCUMENTATION** – required for all submissions requiring Board/CEO review/approval per Procurement Management Policy (see policy for details; indicate which sub-category is applicable):
 - If for **data processing/telecommunications goods/services** of \$25,000 or more, check applicable option and include documentation: **CIO must review.**
 - RFP documentation *unless sole source or GPO applies.*
 - If Sole source – provide detailed justification
 - If GPO, submit qualifying verification from Materials Management
 - If for **professional/other services or medical/surgical equipment and supplies** \$350,000 or more, check applicable option and include documentation:
 - RFP documentation *unless sole source or GPO applies.*
 - If Sole source – provide detailed justification
 - If GPO, submit qualifying verification from Materials Management
 - If for **non-medical materials/supplies/Public Works** \$25,000 or more, check applicable option and include documentation:
 - RFP/Invitation for bids documentation
 - If Sole source – provide detailed justification
 - If GPO, submit qualifying verification from Materials Management

Legal counsel/Contract Administrator reviewed: No ___ or Yes X By Whom: Natalie James

SUBMITTED BY DEPARTMENT DIRECTOR OR DEPARTMENT ADMINISTRATOR:

Lisa Paulo CNO, Administration 3/9/23
Signature Title/Dept. Date

REVIEWED BY: (In the following order) – If Capital; Axiom approval in lieu of signature.

CIO: (Not Applicable) _____ Date: _____
Director of Audit/Compliance: [Signature] Date: 3.10.23

AMENDMENT TO AGREEMENT

This Amendment is entered into by and between **Press Ganey Associates LLC** (d/b/a Press Ganey Associates, Inc.) (“Press Ganey”) and **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** (“Client”) (and together with Press Ganey, the “Parties”) as of **April 1, 2023** (“Amendment Effective Date”).

WHEREAS, the Parties have entered into a Master Services Agreement effective January 1, 2020, as amended (the “Agreement”); and

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

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

1. Amendments to the Agreement. As of the Amendment Effective Date, the Agreement is hereby amended as follows:

a. Section 3. TERM is hereby repealed and replaced to read as follows:

3. TERM. The initial term of this Agreement shall commence on the **April 1, 2023** and continue for **five (5) years** therefrom (the “Initial Term”). This Agreement may be renewed for additional terms by mutual written agreement of the Parties (each a “Subsequent Term,” and together with Initial Term, the “Term”). Notwithstanding the forgoing, this Agreement shall automatically extend and continue to govern for so long as a SOW remains in effect or an aspect of delivery of the Services described in a SOW remains outstanding, including but not limited to as described in Section 13(d).

b. Beginning **April 1, 2023**, and running concurrently with the Term of this Agreement, the Parties agree to add Oncology Outpatient service as outlined herein and in Exhibit A.

c. Beginning **April 1, 2023**, and running concurrently with the Term of this Agreement, the Parties agree to add NarrativeDx service as outlined herein and in Exhibit A and Exhibit B.

d. Section 7.e of the Agreement is hereby repealed and replaced as follows:

e. Press Ganey may use the Marks of the Client for marketing as it pertains to web, print, video, digital, or other such content, including sales presentations, ebooks, and solution sheets, provided it is used solely to promote the Services provided by Press Ganey to Client under this Agreement. Client may use the Marks of Press Ganey solely to promote its use of the Services provided by Press Ganey to Client under this Agreement, provided that such use of Press Ganey’s Marks shall be in compliance with Press Ganey’s then current branding usage guidelines available to Client upon request. The foregoing notwithstanding, Client grants Press Ganey the right to include Client’s name in Press Ganey’s client list, provided to its employees and clients, including its list of participants in the database, and list of award winners, when applicable. A Party shall immediately cease using the Marks of the other Party in any manner found objectionable by that Party. As used in this Agreement, “Marks” means a Party’s trademarks, service marks and associated logos. Each Party shall retain all right, title and interest in and to its Marks, and each Party’s use of the other Party’s Marks shall inure to the benefit of such other Party.

e. Section 13.d of the Agreement is hereby repealed and replaced as follows:

- d. The Parties understand and agree that according to the CAHPS Quality Assurance Guidelines, Client may only change CAHPS vendors at the start of a calendar quarter, and that Press Ganey, as Client's CAHPS vendor, must complete certain activities related to CAHPS Services beyond Client's final applicable patient discharge date, in accordance with such CAHPS Quality Assurance Guidelines and other CMS regulations. Therefore, notwithstanding any purported termination by Client of any CAHPS Services, (i) this MSA, the applicable SOW(s), and such CAHPS Services shall continue with respect to Client's applicable patient discharges occurring through the current calendar quarter and (ii) the obligations of each Party regarding such CAHPS Services, including but not limited to Client's obligation to pay applicable fees to Press Ganey, shall continue through the calendar quarter subsequent to Client's final applicable patient discharge date.
- f. Exhibit A, Patient Experience Statement of Work, is hereby repealed and replaced with the Exhibit A, attached hereto.
- g. Exhibit B, Outpatient and Ambulatory Surgery CAHPS Regulatory Survey Statement of Work, is hereby repealed and replaced with the Exhibit B, attached hereto.
- h. Exhibit C, Nursing Excellence Solution Statement of Work, is hereby modified as follows:
 - i. In the recitals section, the second whereas clause is repealed and replaced to read as follows:
WHEREAS, Client participates in the NDNQI Program under the terms of the NDNQI SOW effective April 1, 2023 between Client and Press Ganey ("NDNQI Services"); and
 - ii. In Section 3. Service Assurance, Subsection b., Juneteenth (June 19th) is added for a total of ten (10) Press Ganey recognized holidays.
- i. Attachment A to Exhibit F for Consumerism services is hereby repealed and replaced as follows:

Service	Annual Cost per Entity	Number of Entities	Yearly Fee
Listings	\$118.45	159	\$18,833.55
Reputation	\$92.70	159	\$14,739.30
Total Fees Year 1			\$33,572.85

Beginning **April 1, 2023**, Client agrees to pay Press Ganey the Yearly Fee outlined above. This fee shall be invoiced and payable in monthly increments. All fees shall increase two percent (2%) per year for the 2nd, 3rd, 4th and 5th year of the Term of the SOW.

Additional entities may be added to the platform at the price listed above (plus any annual increases allowed under the Agreement). The Parties agree to a quarterly review and true-up of the number of entities added to the Platform and Press Ganey will invoice client for the additional number of entities.

- j. Exhibit G for Press Ganey Workforce Solution Statement of Work, is hereby modified so that the term, ending February 28, 2025, is extended through February 29, 2028.
- k. Exhibit G, The SOW Term Service Fee Table is replaced as follows:

Year 1 March 1, 2022 – February 28, 2023	Year 2 March 1, 2023 – February 28, 2024	Year 3 March 1, 2024 – February 28, 2025
\$49,356.00	\$49,356.00	\$49,356.00

Year 4 March 1, 2025 – February 28, 2026	Year 5 March 1, 2026 – February 28, 2027	Year 6 March 1, 2027 – February 29, 2028
\$52,346.45	\$53,393.38	\$54,461.25

- l. Exhibit I for iRound services, is hereby added to the Agreement.
 - m. Exhibit J for On-demand Pulse Solution services is hereby added to the Agreement.
 - n. Exhibit K for NDNQI services is hereby added to the Agreement.
 - o. Attachment A is hereby repealed and replaced with Attachment A, attached hereto.
 - p. Exhibit E Primary Care First Participation Regulatory Survey Statement of Work, entered into as of September 1, 2021 is attached hereto.
 - q. Amendment to Exhibit E, entered into as of September 1, 2022, is attached hereto.
 - r. Exhibit H Press Ganey Workforce Subscription Statement of Work, entered into as of April 1, 2022, is attached hereto.
2. **Limited Effect.** Except as expressly provided in this Amendment, all of the terms and provisions of the Agreement are and will remain in full force and effect and are hereby ratified and confirmed by the Parties. On and after the Effective Date, each reference in the Agreement to “this Agreement,” “the Agreement,” “hereunder,” “hereof,” “herein” or words of like import, and each reference to the Agreement in any other agreements, documents or instruments executed and delivered pursuant to, or in connection with, the Agreement, will mean and be a reference to the Agreement as supplemented by this Amendment.
3. **Conflicts.** To the extent there is a conflict between the terms of this Amendment and the Agreement, the terms of this Amendment shall control.

[Signature Page Follows]

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

SALINAS VALLEY MEMORIAL HEALTHCARE SYSTEM (Client #766)	PRESS GANEY ASSOCIATES LLC (D/B/A PRESS GANEY ASSOCIATES, INC.)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

**EXHIBIT A
PATIENT EXPERIENCE
STATEMENT OF WORK**

This Statement of Work (“SOW”) is entered into as of **April 1, 2023** (“Effective Date”) by and between **Press Ganey Associates LLC** (d/b/a Press Ganey Associates, Inc.), an Indiana limited liability company (“Press Ganey”) and **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** (“Client,” and together with Press Ganey, the “Parties”) pursuant to and subject to the terms and conditions of the Master Services Agreement between the Parties effective January 1, 2020, as amended (the “MSA”). Capitalized terms not defined in this SOW will have the meanings assigned to them in the MSA.

1. SERVICE SUMMARY.

- a. Patient Experience Survey Products. Press Ganey shall use commercially reasonable efforts to:
 - Create and send multiple versions of the survey tool, as necessary and as requested by Client.
 - Conduct multiple wave surveying services to satisfy Client’s participation requirements, pursuant to applicable initiatives set forth in the Consumer Assessment of Health Providers and Systems, sponsored by the Centers for Medicare and Medicaid Services, if applicable.
 - Provide access to survey images and recordings, if available and permitted based on CMS guidelines.
 - Offer Client the ability to monitor the number of surveys administered, returned, and completed.
 - Transcribe all patient survey comments made in English and Spanish collected via mail or telephone verbatim (for example, grammar mistakes would not be corrected) and apply a comment rating to each comment.
 - Apply a comment rating to each eSurvey comment made in English and Spanish using a sentiment analysis software algorithm, which yields a rating accuracy of ninety-three (93) percent.

- b. Patient Experience Reports. Press Ganey shall use commercially reasonable efforts to:
 - Provide a worldwide, royalty-free, non-exclusive, limited, non-transferable, non-assignable, non-sublicensable license to use Press Ganey’s Patient Experience web-based application(s), for an unlimited number of users at each facility; client must designate a primary root user who will be responsible for user access and management of adding, maintaining and deleting users for their organization. For the avoidance of doubt, Client shall have no right or license to use any source code associated with the application and agrees not to reverse engineer the application or otherwise attempt to obtain the source code for the application or make any other use of the application except as authorized by Press Ganey in writing;
 - Provide reporting of patient experience results that include, but are not limited to:
 - (1) Static reports of Press Ganey CAHPS performance for standard time periods.
 - a. Static reports will be provided within thirty (30) days of the close of data collection.
 - (2) Interactive reporting, including the ability to create configurable data views
 - (3) Benchmarking to allow organizational comparison with selected peer groups
 - (4) Priority indices
 - (5) Comment reports
 - Make comments available for review through the web-based application and provide the capability for Client’s designated staff to review comments containing concerning content through specialized reporting, also referred to as “Hot Comments”. The determination regarding the content to be flagged by the Hot Comments functionality requires Client’s input. Client acknowledges that (i) Press Ganey does not guarantee that Hot Comments will identify

all content that Client considers to be concerning and (ii) Press Ganey has no obligation to flag comments for any reason.

- Provide additional reports through the web-based application on a monthly, quarterly, or annual basis upon Client's request. There may be a fee associated with these additional reports.
- c. For the NarrativeDx for Patient Experience service (the "NDx Service") Press Ganey shall:
- Subject to applicable CMS regulations, integrate unstructured text feedback ("Underlying Data") obtained through applicable and qualifying Press Ganey patient experience survey products.
 - Upon request and mutual, written agreement, Press Ganey may accept additional Underlying Data sources provided by Client, in accordance with Press Ganey specifications.
 - The Parties expressly agree that (i) it is Client's sole responsibility and obligation to procure and deliver the Underlying Data, (ii) the Underlying Data must be provided to Press Ganey directly by Client and not by any third party, and (iii) Press Ganey shall not be obligated to enter into or agree to any additional terms, conditions, agreements, or contracts with Client or any third party in order to receive the Underlying Data or otherwise perform the NDx Services. Client's failure or delay in delivery of the Underlying Data shall not relieve Client's payment obligations hereunder.
 - Leverage proprietary software to provide sentiment, themes, and subthemes from the applicable unstructured text feedback.
 - Provide interactive reporting, including the ability to create configurable data views.
- e. Centers of Excellence: Press Ganey will provide unlimited virtual access to Center of Excellence Advisors in support of the following activities:
- Advise on development and promotion of experience strategy
 - Advise on data trends, customer performance interpretation, goal setting, and data management
 - Share best practices, toolkits, and publications
 - Participation in Industry Councils and select Vendor hosted Webinars

Reasonable travel expenses for onsite visits will be billed as incurred.

Onsite support may be allocated for speaking engagements, observations and facilitated meetings by an Advisor and/or designee of Press Ganey.

- f. Application Support. Press Ganey shall use commercially reasonable efforts to provide access to support specialists who will:
- Work collaboratively with client on the implementation of new survey products and continuous on-going support:
 - Cooperate with client to determine survey customization that aligns with organizational goals and initiatives. Survey customizations can be made once annually.
 - Recommend appropriate sampling strategies aimed toward obtaining actionable data. Client may request sampling adjustments quarterly, and Press Ganey will cooperate with Client to determine whether the requested adjustment is recommended.
 - Collaborate with client and other Press Ganey staff to align inbound data with expected reporting outputs that drive improvement initiatives.
 - Provide reasonably detailed information from audits proactively performed in connection with Client setup and otherwise throughout the term of the SOW to guide compliance with CAHPS regulations and guidelines. Client acknowledges that this is not an assurance of compliance

with any federal and/or state laws, regulations, or requirements. Client understands that it has a separate and distinct non-delegable legal obligation to comply with all federal and/or state laws, regulations or requirements and Press Ganey is not liable for Client's failure to comply with these requirements.

- g. Client Support Desk. Press Ganey shall use commercially reasonable efforts to provide access to our client support desk who will:
- Provide virtual, real time client user assistance, Monday – Friday, 8:00 am – 8:00 pm EST.

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

- a. InfoTurn Surveying (Mail Methodology). Press Ganey shall:
- Provide surveys and accompanying cover letters for each contracted patient survey service;
 - Provide surveys and a return, business reply envelope with each mailing;
 - Complete mailings within three (3) business days of receipt of electronic patient data;
 - Provide access to scanned survey images within three (3) business days of their return via the PG Application; and
 - Transcribe all survey comments made in English within five (5) business days of Press Ganey's receipt, if Client has contracted for Press Ganey's "Comments Service".
- b. eSurvey Blend with Text Invitation (Electronic Internet Surveying).
- Send and process mail survey first before sending one SMS text invitation and/or email notifications to all survey takers who provide a mobile number or email address to Client, provided that Client has obtained valid "prior express consent" or "prior express written consent," as applicable, from such survey takers in accordance with its obligations under Section 4 herein;
 - Enter survey results into the Press Ganey database and make them available for viewing via the PG Application within three (3) business days following submission.
- c. eSurvey Only with Text Invitation (Electronic Internet Surveying).
- Send one SMS text invitation and/or email notifications to all survey takers who provide a mobile number or email address to Client, provided that Client has obtained valid "prior express consent" or "prior express written consent," as applicable, from such survey takers in accordance with its obligations under Section 4 herein;
 - Enter survey results into the Press Ganey database and make them available for viewing via the PG Application within three (3) business days following submission.

3. SERVICE ASSURANCE.

- a. Press Ganey Hours of Operations: Monday – Friday, 8:00 am – 8:00 pm EST.
- b. Press Ganey Holidays. Press Ganey recognizes the following ten (10) holidays, and all offices are closed on these days or their days of observance:
- New Year's Day (January 1)
 - Martin Luther King Day (third Monday in January)
 - Memorial Day (last Monday in May)
 - Juneteenth (June 19)
 - Independence Day (July 4)
 - Labor Day (first Monday in September)
 - Thanksgiving (fourth Thursday in November)
 - Day after Thanksgiving

- Christmas Eve (December 24)
 - Christmas (December 25)
- c. Federal Closures. Press Ganey services may be impacted by federal closures, such as federal holidays, federal shutdown, states of emergency, severe weather, or natural disaster. Every reasonable effort will be made to notify the Client and return to normal business operations once the federal closure ends. The timing for this return to normal business operations will be dependent upon the cause and duration of the closure as well as the resulting aftermath. Information on these closures may be found at www.pressganey.com/terms.
- d. Other Closures. There may be occasions where Press Ganey closes all offices, such as for a corporate meeting or a day of community service. If these instances occur, the client will be notified by Press Ganey a minimum of thirty (30) days in advance of such a closure. Information on these closures may be found at www.pressganey.com/terms.

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

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

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

6. PAYMENT TERMS.

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

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

SALINAS VALLEY MEMORIAL HEALTHCARE SYSTEM (Client #766)	PRESS GANEY ASSOCIATES LLC (D/B/A PRESS GANEY ASSOCIATES, INC.)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

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

This Statement of Work (“SOW”) is entered into as of April 1, 2023 (“Effective Date”) by and between **Press Ganey Associates LLC (d/b/a Press Ganey Associates, Inc.)**, an Indiana limited liability company (“Press Ganey”) and **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** (“Client,” and together with Press Ganey, the “Parties”) pursuant to and subject to the terms and conditions of the Master Services Agreement between the Parties effective January 1, 2020, as amended (the “MSA”). Capitalized terms not defined in this SOW will have the meanings assigned to them in the MSA.

1. SERVICE SUMMARY.

- a. Press Ganey shall use commercially reasonable efforts to:
- Create and send multiple versions of the survey tool, as necessary and as requested by Client;
 - The Outpatient and Ambulatory Surgery CAHPS (“OAS CAHPS”) portion of the survey cannot be altered. Supplemental questions must comply with the Centers for Medicare and Medicaid Services (“CMS”) guidelines.
 - Follow the procedures and specifications as prescribed by CMS
 - Administer the survey based on the timelines prescribed by CMS for each contracted OAS CAHPS client, if Client has transmitted data to Press Ganey by the defined data submission deadline;
 - An OAS CAHPS client/facility is defined as a single CMS Certification Number (CCN)
 - Submit data to CMS at specified time
 - Limit patient level data to protect respondent identity
 - Provide access to survey images or interview recordings, if respondent provides consent to share their identity linked to their responses;
 - Provide a worldwide, royalty-free non-exclusive, limited, non-transferable, non-assignable, non-sublicensable license to use Press Ganey’s Patient Experience web-based application(s), for an unlimited number of users at each facility; client must designate a primary root user who will be responsible for user access and management of adding, maintaining and deleting users for their organization. For the avoidance of doubt, Client shall have no right or license to use any source code associated with the application and agrees not to reverse engineer the application or otherwise attempt to obtain the source code for the application or make any other use of the application except as authorized by Press Ganey in writing;
 - Provide monthly CAHPS Summary reports through the PG Application (as long as thirty (30) surveys have been received during the specific reporting period); typical reports include but are not limited to:
 - (1) Client percent top box performance compared to peer group performance across OAS CAHPS domains
 - (2) Question analysis: sample size, with top box performance, trend, and percentile ranks for OAS CAHPS questions and domains
 - (3) Priority index with Client’s performance
 - Offer Client the ability to monitor the number of surveys administered and returned;
 - Provide the opportunity to review recommendations and other content for improvement related to major service lines located in the Press Ganey Solution Starter;

- Provide access to Press Ganey's Online Community – an information exchange forum that allows facilities to review industry best practices and collaborative solutions for improving patient satisfaction;
 - Offer educational networking opportunities with other Press Ganey clients through the National Client Conference and Regional Education Symposiums; and
 - Provide subscriptions to Press Ganey publications.
- b. Patient Survey Comments. Press Ganey shall use commercially reasonable efforts to:
- Transcribe all patient survey comments made in English collected via mail or telephone verbatim and make comments available for review through the PG Application, and permit Client's designated staff to review "Hot Comments" in real-time through Press Ganey's "Real Time Comments" application;
 - Provide additional reports through the PG Application on a monthly, quarterly or annual basis upon Client's request; and
- c. For the NarrativeDx for Patient Experience service (the "NDx Service") Press Ganey shall:
- Subject to applicable CMS regulations, integrate unstructured text feedback ("Underlying Data") obtained through applicable and qualifying Press Ganey patient experience survey products.
 - Upon request and mutual, written agreement, Press Ganey may accept additional Underlying Data sources provided by Client, in accordance with Press Ganey specifications.
 - The Parties expressly agree that (i) it is Client's sole responsibility and obligation to procure and deliver the Underlying Data, (ii) the Underlying Data must be provided to Press Ganey directly by Client and not by any third party, and (iii) Press Ganey shall not be obligated to enter into or agree to any additional terms, conditions, agreements, or contracts with Client or any third party in order to receive the Underlying Data or otherwise perform the NDx Services. Client's failure or delay in delivery of the Underlying Data shall not relieve Client's payment obligations hereunder.
 - Leverage proprietary software to provide sentiment, themes, and subthemes from the applicable unstructured text feedback.
 - Provide interactive reporting, including the ability to create configurable data views.
- d. Centers of Excellence: Press Ganey will provide unlimited virtual access to Center of Excellence Advisors in support of the following activities:
- Advise on development and promotion of experience strategy
 - Advise on data trends, customer performance interpretation, goal setting, and data management
 - Share best practices, toolkits, and publications
 - Participation in Industry Councils and select Vendor hosted Webinars

Reasonable travel expenses for onsite visits will be billed as incurred.

Onsite support may be allocated for speaking engagements, observations and facilitated meetings by an Advisor and/or designee of Press Ganey.

- e. Advisor Support. Press Ganey will provide Patient Experience Advisory support as outlined in Exhibit A.
- f. Application Support. Press Ganey shall use commercially reasonable efforts to provide access to support specialists who will:

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

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

- a. InfoTurn Surveying (Mail Methodology). Press Ganey shall:
 - Provide surveys and accompanying cover letters for each contracted patient survey service;
 - Provide surveys and a return, business reply envelope with each mailing;
 - Complete mailings at the time prescribed by CMS, provided that Client has transmitted data to Press Ganey by the data submission deadline;
 - Provide access to scanned survey images within three (3) business days of their return via the PG Application, if the respondent provides consent to share their identity linked to their responses; and
 - Transcribe all survey comments made in English upon survey receipt, if Client has contracted for Press Ganey's "Comments Service"..
- b. eSurvey with Text Invitation (Electronic Internet Surveying) (Unofficial).
 - Send and process mail survey first before sending one SMS text invitation and/or email notifications to all survey takers who provide a mobile number or email address to Client, provided that Client has obtained valid "prior express consent" or "prior express written consent," as applicable, from such survey takers in accordance with its obligations under Section 4 herein;
 - Enter survey results into the Press Ganey database and make them available for viewing via the PG Application within three (3) business days following submission.

3. SERVICE ASSURANCE.

- a. Press Ganey Hours of Operations. Press Ganey shall provide access to our associates Monday – Friday, 8:00 am – 8:00 pm EST.
- b. Press Ganey Holidays. Press Ganey recognizes the following ten (10) holidays and all offices are closed on these days or their days of observance:
 - New Year's Day (January 1)
 - Martin Luther King Day (third Monday in January)
 - Memorial Day (last Monday in May)
 - Juneteenth (June 19)

- Independence Day (July 4)
 - Labor Day (first Monday in September)
 - Thanksgiving (fourth Thursday in November)
 - Day after Thanksgiving
 - Christmas Eve (December 24)
 - Christmas (December 25)
- c. Federal Closures. Press Ganey services may be impacted by federal closures, such as federal holidays, federal shutdown, states of emergency, severe weather, or natural disaster. Every effort will be made to notify the Client and return to normal business operations once the federal closure ends. The timing for this return to normal business operations will be dependent upon the cause and duration of the closure as well as the resulting aftermath. Information on these closures may be found at www.pressganey.com/terms.
- d. Other Closures. There may be occasions where Press Ganey closes all offices, such as for a corporate meeting or a day of community service. If these instances occur, the client will be notified by Press Ganey a minimum of thirty (30) days in advance of such a closure. Information on these closures may be found at www.pressganey.com/terms.

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

- Comply with all CMS OAS CAHPS standards and guidelines;
- Provide a list of patients in a data file by the data submission deadline established by Press Ganey. The data file must conform to Press Ganey file specifications;
 - If client chooses to stratify their sample, ensure that each stratification group has a minimum of ten (10) patients to sample per month.
- According to the CAHPS Quality Assurance Guidelines a Client may only change CAHPS vendors at the beginning of a calendar quarter. Therefore, any cancellation will not be valid until after data submission to CMS has been completed for applicable calendar quarter.
- Include the Press Ganey copyright on each survey;
- Recognize that clients are prohibited from altering the OAS CAHPS survey including dropping standard questions or changing the rating scale;
- Comply with certain hardware and software requirements to receive Press Ganey's online services, as amended from time to time, which requirements may be found at www.pressganey.com/terms;
- Designate a root user for the Press Ganey Online System and Applications that is responsible for user access and management of users within the organization;
- Upon the departure of an employee from Client's facility, immediately terminate their access to Press Ganey Applications and other Press Ganey systems;
- Comply with the requirements of sampling strategy and survey distribution methodology. Client recognizes that a common distribution methodology must be used in order to avoid bias, enable comparative data to be valid, and meet the highest standards of reporting. Additionally, Client acknowledges that reporting standards require that a minimum number of surveys must be returned before a statistically-valid report can be issued by Press Ganey. The minimum requirement for this service is thirty (30) returned surveys. Demographic information cannot be provided with less than eleven (11) responses.
- Obtain any and all patient consents, authorizations, and/or approvals required by applicable U.S. federal and state laws, rules, regulations, policy, or industry guidelines to enable Press Ganey to execute its obligations under this Agreement, including but not limited to privacy policies, laws regarding the transfer and/or transmission of data, the Telemarketing Sales Rule and the Telephone Consumer Protection Act (the "TCPA"), and the CTIA Short Code Handbook. (this would replace the standard consent language in the SOW)

- If Client is receiving Text Invitation services, ensure that the Patient providing the “prior express consent” or “prior express written consent” to send texts to a telephone number as required by the TCPA, that Patient is the current subscriber or customary user for that telephone number, and that the consent obtained from such Patient/subscriber has not been revoked.

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

6. PAYMENT TERMS.

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

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

SALINAS VALLEY MEMORIAL HEALTHCARE SYSTEM (Client #766)	PRESS GANEY ASSOCIATES LLC (D/B/A PRESS GANEY ASSOCIATES, INC.)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

EXHIBIT I
IROUND STATEMENT OF WORK

This Statement of Work (“SOW”) is entered into as of **April 1, 2023** (“Effective Date”) by and between **Press Ganey Associates LLC (d/b/a Press Ganey Associates, Inc.)**, an Indiana limited liability company (“Press Ganey”) and **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** (“Client,” and together with Press Ganey, the “Parties”) pursuant to and subject to the terms and conditions of the Master Services Agreement between the Parties effective January 1, 2020, as amended (the “MSA”). Capitalized terms not defined in this SOW will have the meanings assigned to them in the MSA.

1. IROUND OVERVIEW

iRound combines a web-based rounding application, analytical dashboard, and change management support services to help hospital leaders transform their approach to experience – by enabling communication, issue resolution, and personalized care.

Client staff can automate daily rounding with iRound using any internet-connected device and iRound’s proprietary Status Map interface, which provides a real-time view of patient locations and occupancy as well as tracking of rounds and service recovery requests at the patient level (ADT integration required). A secure dashboard system transforms the data into interactive reports for in-depth analysis and systematic performance improvement in real time. Service recovery & physician/employee recognition capabilities further drive real time performance improvement by allowing in the moment, patient-centric issue resolution, as well as timely and specific employee feedback.

iRound eliminates the need to manually key in paper notes from daily patient rounds, reducing the risk of transcription errors and saving valuable nursing time. More importantly, iRound enables staff to take rapid action upon identifying a patient need or concern during a round.

iRound’s auditing and reporting functionality supports common use cases such as Quality & Safety and Environment of Care.

2. SERVICE SUMMARY.

a. Press Ganey shall use commercially reasonable efforts to:

- Provide a non-exclusive, limited, non-transferable, non-assignable, non-sublicensable, non-source code license to use Press Ganey’s iRound web-based rounding survey tool and reporting application (the “Rounding Application”), for use at each facility. For the avoidance of doubt, Client shall have no right or license to use any source code associated with the Rounding Application and agrees not to reverse engineer the Rounding Application or otherwise attempt to obtain the source code for the Rounding Application or make any other use of the Rounding Application except as authorized by Press Ganey in writing.
- Train Client to administer surveying via the Rounding Application, as requested by Client;

b. Quality of data derived from Rounding Application.

- If, in its use of the Rounding Application, Client elects to utilize or include surveys or questions that are not provided by Press Ganey (such as for purposes related to goal setting and other kinds of incentive targets), Press Ganey disclaims any responsibility for the quality, validity, accuracy, or any other characteristics of the data associated with the non-Press Ganey provided surveys or questions.

3. **DATA COLLECTION METHODOLOGY.** Provided that Client is in compliance with its obligations under Section 5, Press Ganey shall use commercially reasonable efforts to provide:

iRound Rounding and Reporting Tool

The Rounding Application provides automation of rounding, coupled with analytic tools for data aggregation and reporting, including:

- Dashboards to provide at-a-glance views of rounding performance on a daily basis for all units
- Service Recovery Task tracking and reporting in a real time manner to facilitate faster action to resolve service issues
- Ability for multiple users to easily access and track key patient rounding on demand
- Detailed, drill-down reporting of accumulated data with daily, weekly, or monthly frequency

The Rounding Application is comprised generally of the following major components:

- Web-Based Application for Rounding and Wireless Synchronization of Accumulated Data
- Web-Based Analytics Engine, Dashboards, and Reporting Tool
- Patient Experience Rounding Forms and Reports based on Best Practices
- Audit Forms and Reports for Quality & Safety and/or other user cases
- Optional HL7 ADT integration for real time patient level rounding data.
- Orientation, Training, Site Configuration, and Support

Technology Components	
iRound Web-Based Application for Rounding	Web browser based application for data collection at the room, bed, or patient level
Patient Experience Rounding Forms and Reports	Foundational best practice-based Patient Experience rounding forms and reports for Daily Patient Rounding, Staff Recognition, Service Recovery and Leader Rounding on Employees
Audit Forms and Reports	Library of templated audit/survey forms supporting Quality & Safety, Infection Prevention, Environment of Care and Regulatory & Compliance.
HL7 ADT Integration	Admission, Discharge and Transfer activity from Client’s Admissions application to iRound allows the ability track historical rounding and profile information at the patient level

4. **SERVICE ASSURANCE.**

- a. **Press Ganey Hours of Operations.** Press Ganey shall provide access to our associates Monday – Friday, 8:00 am – 8:00 pm EST.
- b. **Press Ganey Holidays.** Press Ganey recognizes the following ten (10) holidays and all offices are closed on these days or their days of observance:
 - New Year’s Day (January 1)
 - Martin Luther King Day (third Monday in January)
 - Memorial Day (last Monday in May)
 - Juneteenth (June 19)
 - Independence Day (July 4)
 - Labor Day (first Monday in September)
 - Thanksgiving (fourth Thursday in November)
 - Day after Thanksgiving
 - Christmas Eve (December 24)
 - Christmas (December 25)
- c. **Federal Closures.** Press Ganey services may be impacted by federal closures, such as federal holidays, federal shutdown, states of emergency, severe weather, or natural disaster. Every effort will be made to

notify the Client and return to normal business operations once the federal closure ends. The timing for this return to normal business operations will be dependent upon the cause and duration of the closure as well as the resulting aftermath. Information on these closures may be found at www.pressganey.com/terms.

- d. Other Closures. There may be occasions where Press Ganey closes all offices, such as for a corporate meeting or a day of community service. If these instances occur, the client will be notified by Press Ganey a minimum of thirty (30) days in advance of such a closure. Information on these closures may be found at www.pressganey.com/terms.

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

- a. Utilize the Rounding Application, including administering the survey, via hardware Client supplies (iPad, Tablet, PC, etc.) using a wireless network or device with Internet access at Client's place of business.
- b. Work with Press Ganey to set up the survey, organizational hierarchy, and users and manage modifications to the Rounding Application.
- c. Ensure that its use of the Rounding Application complies with CAHPS regulations applicable to the facility in which Client informs Press Ganey that it will use the Rounding Application.
 - If Client modifies a Press Ganey template or any Press Ganey-approved question, creates its own template or question(s), or uses the Press Ganey template in a facility for which a different or additional set of CAHPS regulations applies, Press Ganey is not responsible for CAHPS compliance.
 - Client will discontinue its use of any Press Ganey-approved question or template immediately, in the event Client receives notice from Press Ganey that any such question or template no longer complies with CAHPS protocol.
- d. Promptly notify Press Ganey of any Electronic Health Record (EHR) system conversions and advise Press Ganey in advance if any Client facilities contemplated to receive services utilize an alternative EHR system. Additional fees may apply for implementation of new interface connections to (re-)establish HL7 ADT integration at Client or any newly added Client facilities.
- e. Client agrees not to utilize the Rounding Application to collect financial information, including but not limited to bank account information and credit card numbers, and social security numbers. Press Ganey shall not be responsible or liable in the event such information is collected by or transferred to the Rounding Application.
- f. Client acknowledges that it must comply with certain hardware and software requirements to receive Press Ganey's online services, as amended from time to time, which requirements may be found at www.pressganey.com/terms.
- g. Client shall designate a primary root user for the Press Ganey Online System and Applications that is responsible for user access and management of users within their organization and, upon the departure of personnel from Client's employment, Client shall immediately terminate such personnel's access to the Rounding Application and other Press Ganey systems.
- h. Obtain any and all patient consents, authorizations, and/or approvals required by applicable U.S. federal and state laws, rules, regulations, policy or industry guidelines including but not limited to privacy policies to enable Press Ganey to execute its obligations under this SOW.

6. PAYMENT TERMS.

- a. Contract fee are as outlined in Attachment A. Fees will be invoiced in monthly increments beginning as of the Start Date.

[Signature Page Follows]

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

SALINAS VALLEY MEMORIAL HEALTHCARE SYSTEM (Client #766)	PRESS GANEY ASSOCIATES LLC (D/B/A PRESS GANEY ASSOCIATES, INC.)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

**EXHIBIT J
STATEMENT OF WORK
ON-DEMAND PULSE SOLUTION**

This Statement of Work (“SOW”) is entered into as of **April 1, 2023** (“Effective Date”) by and between **Press Ganey Associates LLC** (“Press Ganey”) and **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** (“Client,” and together with Press Ganey, the “Parties”). This SOW is entered into pursuant to and subject to the terms and conditions of the Master Services Agreement between the Parties effective January 1, 2020 (the “MSA,” and together with this SOW, the “Agreement”). Capitalized terms not defined in this SOW will have the meanings assigned to them in the MSA. In the event of a conflict between this SOW and the terms of the MSA, the terms of this SOW shall control.

I. TERM.

The initial term of this SOW commences on the Effective Date and continues for **five (5) years** therefrom (the “SOW Initial Term”). Notwithstanding anything to the contrary in the MSA, this SOW may be renewed for additional terms by mutual written agreement of the Parties (any such renewal term, a “SOW Renewal Term” and together with the SOW Initial Term, the “SOW Term”). Each consecutive twelve (12) month period of the SOW Term, beginning on the Effective Date, is herein referred to as a “Year” and each individual Year may be specifically referred to with subsequent numbering, i.e. Year 1, Year 2, Year 3.

II. ON-DEMAND PULSE SERVICE OVERVIEW.

The On-Demand Pulse Service, which provides Client talent management and organizational development leaders (“Authorized Users”) with access to and use of (in accordance with the terms herein) Press Ganey’s On-Demand Pulse Platform (the “Platform”) (the On-Demand Pulse Service together with the Platform, the “Services”), complements Press Ganey’s comprehensive approach to in-depth cultural assessments with an innovative approach to understand Client’s employees (“Participants”) and build a connected culture through continuous listening.

- A. The ‘Micro Pulse’ functionality provides Client’s Authorized Users with certain survey capabilities for administration to Client’s Participants; Offered as an add-on option to Press Ganey’s Strategic Workforce Solution services, Micro Pulse surveying delivers new capabilities to:
 - 1. Set up and administer Client’s own pulse surveys.
 - 2. Empower Authorized Users to deliver On-Demand Pulse strategies.
 - 3. Build from an item library of Press Ganey’s survey items.
- B. The ‘Lifecycle’ functionality provides Client’s Authorized Users with certain survey capabilities for administration to Client’s Participants; Offered as an add-on option to Press Ganey’s Strategic Workforce Solution services, Lifecycle surveying delivers new capabilities to:
 - 1. Continuously capture and monitor direct feedback at two pivotal stages – when caregivers are onboarding and when they leave your organization.
 - 2. Trend results over time and filter results by date range.

III. CONFIGURATION SPECIFICS. The following information reflects Client’s specific survey service details, which may be administered during the SOW Term:

Included Components:	Employee
Included Number of Authorized Users:	Up to fifteen (15)
Included Number of Participants:	2,050
Included Number of Virtual Training Sessions:	Up to three (3)
Included Number of Lifecycle Surveys:	Up to two (2)
Lifecycle Survey SMS Text Message Link Delivery:	Yes (Lifecycle Survey Only)

IV. FEES AND PAYMENT.

- A. **Service Fee.** Client agrees to pay Press Ganey a service fee (“Service Fee”) for each Year, in accordance with this SOW. The Service Fee for each Year of the SOW Initial Term is as indicated in the SOW Initial Term Service Fee Table below. The Service Fee for each Year of any SOW Renewal Term(s) shall equal the Service Fee of the immediately preceding Year, plus any applicable Escalator (as defined below).

SOW Initial Term Service Fee Table

Year 1 April 1, 2023 – March 31, 2024	Year 2 April 1, 2024 – March 31, 2025	Year 3 April 1, 2025 – March 31, 2026	Year 4 April 1, 2026 – March 31, 2027	Year 5 April 1, 2027 – March 31, 2028
\$22,000.00	\$22,440.00	\$22,888.80	\$23,346.58	\$23,813.51

- B. **Invoicing.** Client will be invoiced the Service Fee for Year 1 upon the Effective Date of this SOW and will be invoiced the applicable Service Fee on the first day of each Year thereafter for the remainder of the SOW Term. Client shall remit payment in accordance with the terms set forth in the MSA.
- C. **Expenses.** The Service Fee does not include travel or lodging expenses, which are invoiced monthly as incurred.
- D. **Additional Services.** The Service Fee is inclusive of the specific scope of service outlined herein. Any additional services requested by Client may incur an additional fee including, but not limited to, the following:
1. **Support Days.** There are no Support Days included with the Services. Client may, upon mutual agreement of the Parties, add Support Days at a rate of \$3,675.00 per day (“Support Day Fee”). A Support Day includes up to six (6) hours of meetings and/or presentations in a 12-hour period.
 2. **Additional Participants.** Client may, upon mutual agreement of the Parties, add additional Participants at a rate of \$13.73 per Participant, per Year (“Additional Participant Fee”).
 3. **Additional Authorized Users.** Client may, upon mutual agreement of the Parties, add additional Authorized Users at a rate of \$1,000 per Authorized User, per Year (“Additional AU Fee”).
 4. **Additional Virtual Training Sessions.** Client may, upon mutual agreement of the Parties, add additional Virtual Training Sessions of up to two (2) hours each at a rate of \$900.00 per Virtual Training Session (“Additional Training Fee”).
 5. **Hierarchy Update.** Client may, upon mutual agreement of the Parties, work with Press Ganey to create a new organizational hierarchy based on an updated Human Resource Information System (HRIS) file at a rate of \$5,000 per update (“Hierarchy Update Fee”).
 6. **Monthly Support.**
 - i. *Participant and Hierarchy Maintenance.* Client may, upon mutual agreement of the Parties, increase the frequency of the ongoing support meetings, intended for participant and hierarchy maintenance, including hierarchy syncs, from the standard quarterly meeting to a monthly meeting at a rate of \$6,000 per year (“Participant/Hierarchy Support Fee”).
 - ii. *Advisory Support.* Client may, upon mutual agreement of the Parties, increase the frequency of the ongoing support meetings, intended for strategic planning and guidance, from the standard quarterly meeting to a monthly meeting at a rate of \$6,000 per year (“Advisory Support Fee”).
 7. **Custom Reporting.** Client may, upon mutual agreement of the Parties, add custom reporting at a rate of \$200.00 per hour (“Custom Reporting Fee”), including but not limited to the following:
 - i. *Hierarchy Report.* A custom report that provides item mean scores across all hierarchy units.
 - ii. *Demographic Report.* A custom report that provides item mean scores across all demographic groups.
 8. **Additional Lifecycle Surveys.** The Service Fee includes access to the number of surveys indicated in Section III (Configuration Specifics). Client may, upon mutual agreement of the Parties, add additional lifecycle surveys at a rate of \$21,000.00 per lifecycle survey, per Year (“Additional Lifecycle Fee”).
 9. **Translation.** All Press Ganey-provided survey items are provided in English only by default. Spanish language translation may be provided upon Client request for no additional cost. Client may, upon mutual agreement of the Parties, add additional language translation at a rate of \$6,000 per language (“Translation Fee”). Translation includes Press Ganey-provided items only; Client shall be responsible for translation of any custom items.

10. Support Days, Additional Participants, Additional Authorized Users, Additional Virtual Training Sessions, Hierarchy Updates, Participant and Hierarchy Maintenance, Advisory Support, Custom Reporting, Additional Lifecycle Surveys, and Translation are collectively referred to as the "Additional Services"; The Support Day Fee, Additional Participant Fee, Additional AU Fee, Additional Training Fee, Hierarchy Update Fee, Participant/Hierarchy Support Fee, Advisory Support Fee, Custom Reporting Fee, Additional Lifecycle Fee, and Translation Fee are collectively referred to as the "Additional Services Fees".
 11. Notwithstanding anything to the contrary herein or in the MSA, the Parties agree that the incorporation of Additional Services, and any corresponding Additional Service Fees, may be agreed upon and approved for addition by the Parties in writing via e-mail, and that any such written e-mail approval shall constitute a written addendum to this SOW and shall create a legally binding agreement and enforceable obligation despite the absence of a fully executed written amendment.
 12. Support Day Fee(s), Additional Training Fee(s), Hierarchy Updates Fee(s), Custom Reporting Fee(s), and Translation Fees will be invoiced as incurred. Additional Participant Fee(s), Additional AU Fee(s), Participant/Hierarchy Support Fee(s), Advisory Support Fee(s), and Additional Lifecycle Fee(s), for the current Year, will be invoiced as incurred, and for any Years thereafter will be invoiced on the same schedule as the Service Fee.
- E. Escalation. Notwithstanding anything to the contrary in the MSA, (i) the Service Fee, for each Year of any SOW Renewal Term(s), and (ii) the Additional Service Fees, for each Year of the SOW Term, shall each increase by three percent (3%) per Year ("Escalator").

V. ON-DEMAND PULSE SERVICE SPECIFICS.

A. Strategy and Planning

1. At the commencement of this SOW, a strategic dialogue with Client's executive team and/or executive project sponsor, led by a member of Press Ganey's advisory team, will aim to identify Client's organizational continuous listening needs, capabilities and strategy.
2. Press Ganey shall assign an Account Manager to set up Client's On-Demand Pulse Service and provide up to three (3) virtual training session(s) consisting of one or more of the following: (i) utilization of the Platform to create and administer Micro Pulse surveys and view results, (ii) utilization of the Platform to create and administer Lifecycle surveys and view results, and (iii) creation and upload of participant files, hierarchy updates and authorized user management.

B. Measurement and Survey Instruments – Employee On-Demand Pulse Surveys

1. For Micro Pulse surveys, the Platform includes a library of Press Ganey items linked to robust national health care benchmarks. Client shall have the ability to select from a menu of templates pre-determined by Press Ganey, which may include the following:
 - i. *Employee Model of Workforce Engagement*
 - a. **Engagement Indicator** – Assesses employee engagement, loyalty, pride and willingness to recommend the organization.
 - b. **Organization Domain** – Measures employee attitudes toward the organization.
 - c. **Manager Domain** – Measures employee attitudes toward the immediate manager and supervisors within the work group/department.
 - d. **Employee Domain** – Measures employee attitudes toward their job and the performance of coworkers and report group.
 - ii. **Diversity** – Measures how much of an impact an employee's background has on their daily lives as an employee.
 - iii. **Resilience** – Measures the ability of employees and providers to disconnect from work and the degree to which they connect to the meaning of their work.
 - iv. **Safety Culture** – Measures a culture supportive of delivering care that is safe for patients and caregivers.
 - v. Client shall have the ability to add custom open-ended items and custom closed-ended items which utilize the following scales: (i) Strongly Agree to Strongly Disagree (5-point scale), (ii) Always to Never (5-point scale), (iii) Extremely Important to Not at All Important (5-point scale), (iv) Very Satisfied to Very Dissatisfied (5-point scale) and (v) Yes / No.
2. For Lifecycle surveys, the Platform includes a library of Press Ganey surveys, including but not limited to those listed below. Of the four (4) surveys listed below, the Service Fee includes access to only the

number of surveys indicated in Section III (Configuration Specifics); Client may add additional surveys in accordance with Section IV(D) (Additional Services).

- i. **Entrance Survey** – Measures the attitude of new employees toward the hiring process, their perceptions of what their jobs will entail, and their reasons for joining the organization. Survey administration occurs within the first seven days of employment. Benchmark comparisons will be provided as they become available.
 - ii. **New Hire Survey** – Measures the attitude of new employees toward the organization, immediate manager, and supervisors, as well as their job and the performance of coworkers and report group within 30-60 days from the employee’s start date. Benchmark comparisons will be provided as they become available.
 - iii. **Acclimation Survey** – Measures the attitude of new employees toward the organization, immediate manager, and supervisors, as well as their job and the performance of coworkers and report group approximately 90 days from the employee’s start date. Benchmark comparisons will be provided as they become available.
 - iv. **Exit Survey** – Measures the attitude of employees who are leaving the organization toward the organization, immediate manager, and supervisors, as well as their job and the performance of coworkers and report group. Also helps identify the reason(s) why employees are leaving the organization. Benchmark comparisons will be provided as they become available.
3. Press Ganey’s standard pre-filled demographics are included by default, as detailed on Appendix 1 hereto. Custom demographics may be requested during the setup of the Platform.
- C. Survey Administration Services and Support
1. *Micro Pulse Survey Planning and Management*
 - i. Access to a designated Account Manager who will work collaboratively with Client’s Human Resource Business Partner (HRBP) on the set up of the Platform.
 - ii. Access to one (1) organizational hierarchy.
 2. *Micro Pulse Survey Administration*
 - i. Enables Client to create on-demand, real-time surveys.
 - ii. Secure and easy to navigate.
 - iii. Easily accessed using most up-to-date browsers, make no demands on Client’s IT resources and leave no lasting footprints, cookies or DDLs.
 - iv. Use of Unique Survey Links enables “pre-filling” of demographic data tied to each participant’s data through the HRIS data file from the most recent full census engagement survey.
 - v. Pre-loaded electronic survey invitation and survey reminder available to send to survey participants.
 - vi. Enables Client to add survey participants as new employees join the organization, make hierarchy updates and manage authorized users.
 3. *Lifecycle Surveys*
 - i. An Account Manager will conduct the initial project set up for Lifecycle surveys.
 - ii. Client is responsible for triggering invitations for Lifecycle surveys by uploading HRIS files to an SFTP site. Files must include the appropriate data points (e.g., start date, termination date, standard PG demographics) and be formatted according to specifications provided. File uploads should occur at a predetermined interval (e.g., daily, weekly, monthly).
- D. Participant & Hierarchy Maintenance
1. *Participant Maintenance*
 - i. Client is responsible for setting up the initial participant demographic crosswalk.
 - ii. Client is responsible for uploading accurate HRIS files to Press Ganey to assign units and maintain participant data.
 - a. Client may determine frequency of file upload and whether to automate file uploads.
 - b. Client may add new demographic items on a quarterly basis, as needed.
 2. *Hierarchy Maintenance*
 - i. Press Ganey will create the original hierarchy structure.
 - ii. Client can use the Hierarchy Preview tool to update the organizational hierarchy and preview changes.
 3. *Ongoing Support for Participant & Hierarchy Maintenance*
 - i. Press Ganey partners with Client to:
 - a. make any updates needed to participant and hierarchy data.

- b. review updates needed to demographic items and demographic response options.
 - c. resolve any participant, demographic, and hierarchy discrepancies (e.g., a new unit has been created or a unit has retired).
 - d. refresh the Lifecycle survey results to reassign orphaned responses to a new unit.
 - ii. Frequency:
 - a. Initial Support: Monthly Meetings for First Three Months
 - b. Ongoing Support: Quarterly Meetings thereafter
 - c. Client may increase the frequency of ongoing support to a monthly cadence in accordance with Section IV(D) (Additional Services).
 - 4. *Client Support*
 - i. Access to Press Ganey's client support desk who will provide virtual, real time Client-user assistance, Monday – Friday, 8:00 am – 8:00 pm EST.
- E. Dynamic Reporting Tool
- 1. Results and insights from On-Demand Pulse surveys are delivered through an intuitive, interactive, web-based solution. The Platform features reporting, including:
 - i. Detailed Item Views – to view item level scores from various perspectives.
 - ii. Filtering Options – to view segments based on key demographics.
 - iii. Access to verbatim comments.
 - iv. Ability to export results.
 - 2. *Standard Reporting*
 - i. Survey responses are processed and analyzed for the overall group, including mean scores for dimensions and survey items, difference scores (from benchmarks) and response distribution (% unfavorable, % neutral and % favorable).
 - ii. Benchmarks are currently unavailable for Lifecycle surveys, but may become available in the future.
 - iii. Comparison to the Overall Organization scores from Client's most recent census survey will be provided for Micro Pulse surveys.
 - iv. Results are provided for all data points meeting the minimum response threshold.
 - v. Web-based support includes step by step guides and videos to navigate the Platform.
 - 3. Access to the Services and the Platform will be available until expiration or termination of this SOW.
- F. Advisory Guidance and Support
- 1. Strategic On-Demand Pulse conversations will happen as part of the larger executive-level talent management strategy discussion, which includes the Client's goals and strategy around culture.
 - 2. Advisory services will partner with client organization in the following ways:
 - i. Encourage overall culture and talent strategy through quarterly meetings
 - ii. Align applicable survey designs to meet Client's goals
 - iii. Share best practices
 - iv. Facilitate networking
 - v. Support development of organizational improvement plan
 - 3. Additional advisory support for On-Demand Pulse may be requested in accordance with Section IV(D) (Additional Services)

VI. SOW TERMS AND CONDITIONS. Notwithstanding anything to the contrary in, and in addition to and without limiting, the terms of the MSA, the following terms and conditions shall apply to the Services provided pursuant to this SOW, and shall control and supersede in the event of any direct conflict:

A. Definitions.

- 1. **"Aggregated Statistics"** means data and information related to Client's use of the Services that is used by Press Ganey in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services.
- 2. **"Authorized User"** means Client's employees, consultants, contractors, and agents (i) who are authorized by Client to access and use the Services under the rights granted to Client pursuant to this SOW and (ii) for whom access to the Services has been purchased hereunder.
- 3. **"Client Content"** means any content, in any form or medium, including any Client-provided survey items, that is submitted, posted, provided, uploaded, or otherwise transmitted by or on behalf of Client to or through the Services.
- 4. **"Documentation"** means any of Press Ganey's user manuals, handbooks, guides, and/or documentation relating to the Services provided by Press Ganey to Client in any form.

5. **“Press Ganey IP”** means the Services, the Platform, the Documentation, and any and all intellectual property provided to Client or any Authorized User in connection with the foregoing. For the avoidance of doubt, Press Ganey IP includes Aggregated Statistics.

B. Access and Use.

1. **Provision of Access.** Subject to the terms and conditions of this SOW, Press Ganey hereby grants Client a non-exclusive, non-transferable right to access and use the Services during the SOW Term, solely for Client’s internal use by Authorized Users in accordance with the terms and conditions herein. The total number of Authorized Users will not exceed the number set forth in Section III (Configuration Specifics), except as otherwise expressly agreed to in writing by the Parties and subject to applicable Additional AU Fees.
2. **Use Restrictions.** Client shall not use the Services for any purposes beyond the scope of the access granted in this SOW. Client shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of Press Ganey IP, in whole or in part, or modify any component of Press Ganey IP (all such products based on Press Ganey IP, collectively, “Derivatives”); (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available any Press Ganey IP to any third party; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain unauthorized access to any software component of the Services, including the Platform, in whole or in part; (iv) remove any proprietary notices from Press Ganey IP; or (v) use Press Ganey IP in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.
3. **Client Responsibility.** Client is responsible and liable for all uses of Press Ganey IP resulting from access provided by Client, directly or indirectly, whether such access or use is permitted by or in violation of this SOW. Without limiting the generality of the foregoing, Client is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this SOW or the Agreement if taken by Client will be deemed a breach of this SOW, and the Agreement, by Client. Client shall use reasonable efforts to make all Authorized Users aware of this SOW’s provisions as applicable to such Authorized User’s use of the Services, and shall cause Authorized Users to comply with such provisions.
4. **Suspension.** Notwithstanding anything to the contrary in this SOW or the Agreement, and in addition to any other breach remedies available to Press Ganey in the Agreement, Press Ganey may temporarily suspend Client’s and any Authorized User’s access to any portion or all of the Services if: (i) Press Ganey reasonably determines that (A) there is a threat or attack on any Press Ganey IP; (B) Client’s or any Authorized User’s use of Press Ganey IP disrupts or poses a security risk to Press Ganey IP or to any other customer or vendor of Press Ganey; (C) Client, or any Authorized User, is using Press Ganey IP for fraudulent or illegal activities; (D) subject to applicable law, Client has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; (E) Press Ganey’s provision of the Services to Client or any Authorized User is prohibited by applicable law; or (F) Client, or any Authorized User, is using Press Ganey IP in an attempt to ascertain the identity of survey respondent(s); or (ii) any vendor of Press Ganey has suspended or terminated Press Ganey’s access to or use of any third-party services or products required to enable Client to access the Services (any such suspension described in subclause (i), or (ii), a “Service Suspension”). Press Ganey shall use commercially reasonable efforts to provide written notice of any Service Suspension to Client and to provide updates regarding resumption of access to the Services following any Service Suspension. Press Ganey shall use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Press Ganey will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Client or any Authorized User may incur as a result of a Service Suspension.
5. **Reservation of Rights.** Press Ganey reserves all rights not expressly granted to Client in the Agreement. Except for the limited rights and licenses expressly granted under this SOW, nothing in this SOW or the Agreement grants, by implication, waiver, estoppel, or otherwise, to Client or any third party any intellectual property rights or other right, title, or interest in or to Press Ganey IP.

C. Intellectual Property.

1. **Press Ganey IP.** Client acknowledges that, as between Client and Press Ganey, Press Ganey owns all right, title, and interest, including all intellectual property rights, in and to Press Ganey IP. Any Derivative of Press Ganey IP shall be considered a component of Press Ganey IP, and shall be the sole property of Press Ganey. Client hereby assigns any right, title or interest it may hereafter acquire in Press Ganey IP, or any component or Derivative thereof, or any feedback provided in connection therewith to Press Ganey.
2. **Client Content.** Client represents, warrants, and covenants to Press Ganey that Client owns or otherwise has and will have the necessary rights and consents in and relating to the Customer Content such that, as used, processed, or distributed through the Services, does not and will not infringe, misappropriate, or otherwise violate any intellectual property rights, or any privacy or other rights, of any third party, or violate any applicable law. Client shall not use or include Client Content that is obscene, offensive, or inappropriate. Client will indemnify, defend, and hold harmless Press Ganey against any third-party claim that Client Content infringes or misappropriates any third party's intellectual property rights or that Client Content was collected or transferred by Client in violation of applicable law.
3. **Feedback.** If Client or any of its employees or contractors sends or transmits any communications or materials to Press Ganey by mail, email, telephone, or otherwise, suggesting or recommending changes to Press Ganey IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("Feedback"), Press Ganey is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback.
4. **Aggregated Statistics.** Notwithstanding anything to the contrary in this SOW or the Agreement, Press Ganey may monitor Client's use of the Services and collect and compile Aggregated Statistics. As between Press Ganey and Client, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Press Ganey. Client agrees that Press Ganey may (i) make Aggregated Statistics publicly available in compliance with applicable law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law; provided that such Aggregated Statistics do not identify Client.

D. Client Responsibilities.

1. Client acknowledges and agrees that the Services are intended to allow respondents to respond to surveys confidentially, and without exposing their identity to their employer. Client agrees not to use or manipulate the Services or the Platform in an attempt to ascertain the identity of survey respondents.
2. In the event that any Client personnel with access to the Platform, and/or any other Press Ganey applications and/or systems, ceases to be employed by Client, Client shall promptly notify Press Ganey so that such personnel's access to Press Ganey applications and systems can be promptly terminated.
3. Obtain and maintain all necessary and required consents, authorizations, and/or approvals required by applicable U.S. federal and state laws to enable Press Ganey's delivery of Services on Client's behalf in accordance with such laws including, but not limited to, to the extent applicable, the "prior express (written) consent" required by the Telephone Consumer Protection Act (TCPA) for Press Ganey to send text messages to a telephone number. Client shall ensure that the person providing a phone number or email address is the current subscriber or customary user for that telephone number or email address, and that such person has not revoked such consent, opted out, or unsubscribed from receiving contact from Client. In the event any participant becomes unassociated with Client or otherwise revokes their consent to be contacted, Client shall immediately notify Press Ganey.
4. Press Ganey recommends that Client comply with certain hardware and software specifications in accessing the Platform. For security and site performance reasons, it is highly recommended that all clients use Microsoft Edge, Microsoft Edge Chromium, Chrome 2+, Firefox 4+, or Safari 3+ when accessing Press Ganey's online systems. Effective January 2016, Microsoft will no longer support browsers below Internet Explorer version 11 (IE11). Future enhancements to Press Ganey reporting applications will only be designed and tested for vendor-supported browsers, such Microsoft Edge, Microsoft Edge Chromium, and Chrome. Please visit pressganey.com/terms for additional information.

- E. Effect of Expiration or Termination. Upon expiration or earlier termination of this SOW, Client shall immediately (i) lose access to the Services, including but not limited to the Platform, and any data, results, and/or reports contained therein, (ii) discontinue use of all Press Ganey IP, and (iii) delete, destroy, or return all copies of Press Ganey IP and certify in writing to Press Ganey that Press Ganey IP has been deleted or

destroyed. No expiration or termination will affect Client's obligation to pay all fees that may have become due before such expiration or termination, or entitle Client to any refund.

In witness hereof, the Parties have executed this SOW as of the Effective Date.

**SALINAS VALLEY MEMORIAL HEALTHCARE
SYSTEM (#766)**

**PRESS GANEY ASSOCIATES LLC
(DBA PRESS GANEY ASSOCIATES, INC.)**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**APPENDIX 1
PRESS GANEY STANDARD DEMOGRAPHICS**

	Employee
Please select your primary work location.	X
In which care setting do you spend most of your time providing care?	X
Please select the category that best describes your primary responsibilities.	X
Do you spend at least 50% of your time in direct patient care?	X
Regardless of the position you currently hold in this organization, are you a Registered Nurse?	X
Please select your length of service.	X
Please select your employment status.	X
Please select your shift.	X
Please select your sex.	X
Please select your race.	X
Please select your ethnicity.	X
Please select your generation.	X
Please select your age.	X
Please select your job classification.	X
Please select your Board Certified Medical Specialty. (select only one)	
Are you a hospitalist?	
Please select your primary provider business relationship.	
Please select your provider type.	
Please select your primary provider role.	
Please select your primary work setting.	
Please select how many years you have been affiliated with this hospital.	
Considering all patients you have admitted to a hospital during the past 12 months, what proportion have you sent to this hospital?	
Please estimate the total number of patients you have admitted to this hospital during the past 12 months.	
Please select the principal reason you admit patients to other hospitals.	
Please select how many years you have practiced medicine.	
Please select your degree.	
Do you provide care for patients in the Emergency Department?	

**EXHIBIT K
NDNQI
STATEMENT OF WORK**

This Statement of Work (“SOW”) entered into on April 1, 2023 by and between **Press Ganey Associates LLC (d/b/a Press Ganey Associates, Inc.)**, an Indiana Limited Liability Company (“**Press Ganey**”) and **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 (“Client”)** (each a “Party” and together, the “Parties”) covers Press Ganey’s engagement to provide services to the Client related to the National Database of Nursing Quality Indicators® (“**NDNQI®**”). This SOW is entered into pursuant to and subject to the terms and conditions of the Services Agreement (“**MSA**”) between the Parties effective January 1, 2020. Capitalized terms not defined in this SOW will have the meanings assigned to them in the MSA.

~~Term In Words (Term (Months))~~

1. SERVICE SUMMARY.

Press Ganey will provide Client with the following:

- a. Assurance of quality standards for data management through established standards of data collection, data reporting, and data security (“**NDNQI Guidelines**”) to ensure data integrity and security. **NDNQI Guidelines** and procedures shall be provided upon the commencement of services at such Client.
- b. The opportunity to participate in the **NDNQI Indicators**. **NDNQI Indicators** are a collection of standardized, evidence-based measures of health care quality that can be used to track clinical performance related to structure, process, or outcomes of care (“**NDNQI Indicators**”).
- c. Aggregate data from facilities participating in **NDNQI** into groups with comparable institutions (“**Comparison Data**”). Data are included in **Comparison Data** in accordance with **NDNQI Guidelines** and procedures. Press Ganey reserves the right to determine whether Client data are included in **Comparison Data**. Press Ganey reserves the right to delete erroneous data.
- d. Reports that include information on trends and **Comparison Data**, provided data are received within the scheduled timeline. Reports are included in the definition of **Work Product** under the **MSA**. Results are reported via interactive dashboards.
- e. Online training with learning module for Client site coordinators and data entry staff.
- f. Ongoing education and support in the form of **NDNQI Guidelines** for data collection and submission on each indicator and measure set, online training and learning module for each indicator and measure set, and regularly scheduled teleconferences.
- g. Direct, ongoing and unlimited access to the **NDNQI Support team** via a toll-free support line (8 a.m. – 5 p.m. EST) and email is provided at no additional charge.
- h. Offer educational networking opportunities with other Press Ganey clients through the **National Client Conference** and **Regional Education Symposiums**.

2. SERVICE ASSURANCE.

- a. Press Ganey Hours of Operations: Press Ganey shall provide access to our associates Monday – Friday, 8:00 am – 5:00 pm EST.
- b. Press Ganey Holidays. Press Ganey recognizes the following ten (10) holidays, and all offices are closed on these days or their days of observance:
 - New Year’s Day (January 1)
 - Martin Luther King Day (third Monday in January)
 - Memorial Day (last Monday in May)
 - Juneteenth (June 19)
 - Independence Day (July 4)

- Labor Day (first Monday in September)
 - Thanksgiving (fourth Thursday in November)
 - Day after Thanksgiving
 - Christmas Eve (December 24)
 - Christmas (December 25)
- c. Federal Closures. Press Ganey services may be impacted by federal closures, such as federal holidays, federal shutdown, states of emergency, severe weather, or natural disaster. Every reasonable effort will be made to notify the Client and return to normal business operations once the federal closure ends. The timing for this return to normal business operations will be dependent upon the cause and duration of the closure as well as the resulting aftermath. Information on these closures may be found at www.pressganey.com/terms.
- d. Other Closures. There may be occasions where Press Ganey closes all offices, such as for a corporate meeting or a day of community service. If these instances occur, the Client will be notified by Press Ganey a minimum of thirty (30) days in advance of such a closure. Information on these closures may be found at www.pressganey.com/terms.

3. CLIENT RESPONSIBILITIES. Client shall ensure:

- a. Identify a Site Coordinator. The Site Coordinator will (i) be responsible for data collection and timely submission, (ii) be available to answer questions from Press Ganey staff and provide clarification on the data submitted, and (iii) distribute the NDNQI reports to responsible parties.
- b. Site Coordinators are required to take learning modules appropriate to their role. Additional staff (authorized users) assigned to submit indicator data are required to pass learning modules for each assigned indicator before they can enter data.
- c. Integrate data collection into its institutional infrastructure, accountabilities and processes to optimize the collection of valid and reliable data for the NDNQI Measures, related definitions and guidelines.
- d. Identify data collection stakeholders within its institution and systematically negotiate their assistance and commitment to the success of the data collection and compilation.
- e. Ensure that all data submitted to Press Ganey is accurate and complete in accordance with NDNQI Guidelines and procedures, formats, and posted timelines.
- f. Ensure that all units enrolled in the NDNQI database are in accordance with NDNQI Guidelines and procedures, including the NDNQI Hospital Definition or any applicable facility type definition. If Press Ganey determines that a unit enrolled by Client is not enrolled in accordance with the above-referenced NDNQI Guidelines and procedures, Press Ganey may inactivate the unit.
- g. Upon five (5) business days prior notice or three (3) business days post data submission deadline (whichever is sooner) from Press Ganey, timely respond to queries for clarification, and/or make data submission corrections within the prescribed timeframes. In order to ensure data integrity, data determined to be erroneous or invalid in accordance with NDNQI Guidelines and procedures may be deleted.
- h. Ensure that only its authorized representatives will submit data to Press Ganey and have access to the NDNQI Guidelines, procedures and reports.
- i. Ensure that it complies with the hardware and software specifications required for it to properly receive the NDNQI service, which hardware and software specifications shall be provided to Client upon request prior to the commencement of any services under this SOW.
- j. Upon the departure of an employee from Client facility, immediately terminate their access to Press Ganey Applications and other Press Ganey systems.

- k. Obtain any and all patient consents, authorizations, and/or approvals required by applicable laws, rules, regulations or policy to enable Client to execute its obligations under this SOW.

4. DATABASE USE/OWNERSHIP

All data collected as a part of the NDNQI will become part of the NDNQI databases and Press Ganey Knowledge Base, which are owned by Press Ganey. Subject to the Limited Data Set provision of this Agreement, (i) all data included in the NDNQI databases may be accessed and used by Press Ganey, or Press Ganey employees, third-party researchers, and/or subcontractors authorized by Press Ganey to access such data, and (ii) Comparison data will be made available to facilities participating in the NDNQI and third parties authorized by Press Ganey.

5. LIMITED DATA SET.

For the purposes of this SOW, the terms “Protected Health Information” and “Limited Data Set” shall have the same definitions as found in the HIPAA Privacy Rule 45 CFR 160.103 and 45 CFR 164.514(e)(2), as amended. The Parties agree that NDNQI does not request or require the submission of any Protected Health Information other than information that constitutes a Limited Data Set. Accordingly, all data included in the NDNQI database that constitute a Limited Data Set and the use thereof shall be permitted by Client in accordance with the following terms and conditions, and any Business Associate Agreement between the parties shall not apply to this SOW:

- a. The NDNQI database collects nursing quality-related data including the month and quarter of individual subject’s outcomes and neonate subject’s ages, making the NDNQI database a Limited Data Set pursuant to HIPAA regulations. A Limited Data Set is Protected Health Information that excludes the following direct identifiers of the individual or of relatives, employers, or household members of the individual:
 - Names;
 - Postal address information, other than town or city, State, and zip code;
 - Telephone numbers;
 - Fax numbers
 - Electronic mail addresses;
 - Social security numbers;
 - Medical record numbers;
 - Health plan beneficiary numbers;
 - Account numbers;
 - Certificate/license numbers;
 - Vehicle identifiers and serial numbers, including license plate numbers;
 - Device identifiers and serial numbers;
 - Web universal resource locators (URLs);
 - Internet protocol (IP) address numbers;
 - Biometric identifiers, including finger and voice prints; and
 - Full face photographic images and any comparable images.
- b. Except as otherwise specified herein, Press Ganey may make all uses and disclosures of the Limited Data Set necessary to conduct NDNQI and NDNQI affiliated research projects and any additional Press Ganey products or services which Client participates in that incorporates the Limited Data Set.

- c. In addition to Press Ganey, the individuals, or classes of individuals, who are permitted to use or receive the Limited Data Set include: all NDNQI staff including researchers and subcontractors performing research and/or services on behalf of or in association with Press Ganey.
- d. Press Ganey may make the Limited Data Set available to third parties for research approved by Press Ganey provided that (i) the data cannot be identified by the third party as data of the Client, (ii) the data cannot be identified by the third party as data of an individual subject, and (iii) the third party signs a data use agreement that complies with the requirements of 45 CFR §164.514(e) of the HIPAA Privacy Rule and the same restrictions and condition as set forth in this Section.
- e. Press Ganey agrees to not use or disclose the Limited Data Set for any other purpose other than as described herein or as required by law.
- f. Press Ganey agrees to use appropriate safeguards to prevent use or disclosure of the Limited Data Set other than as provided for by this SOW. Press Ganey represents and warrants that the NDNQI database has implemented appropriate industry standard privacy and security safeguards including (i) encryption, (ii) user authentication, (iii) role based access controls, (iv) disaster recovery, (v) programmed back-up, (vi) virus protection, and (vii) secure firewall.
- g. Press Ganey agrees to report to the associated Client within ten (10) business days of which Press Ganey becomes aware of any use or disclosure of the Limited Data Set not provided for by this SOW.
- h. Press Ganey agrees to ensure that any third party, including a subcontractor, to whom Press Ganey provides the Limited Data Set, agrees to the same restrictions, and conditions that apply through this SOW, with respect to such information.
- i. Press Ganey agrees not to ascertain the identity or contact the subjects of the information.
- j. Duration of Limited Data Set Obligations. The obligations under this Section will continue during the Term and survive the expiration or termination of this SOW for as long as Press Ganey retains Client Data.

6. ENROLLMENT TERMS.

Client must enroll via the form provided on the NDNQI Website <https://members.nursingquality.org/NDNQIPortal/application.aspx>. Upon enrollment, Client may only submit data on a go-forward basis.

7. PAYMENT.

Beginning April 1, 2023, Client shall pay Press Ganey the annual fee of \$8,778.00. This fee shall be invoiced and payable in monthly increments. Pricing will increase two percent (2%) annually during the Initial Term of the Agreement.

[Signature Page Follows]

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

SALINAS VALLEY MEMORIAL HEALTHCARE SYSTEM (Client #766)	PRESS GANEY ASSOCIATES LLC (D/B/A PRESS GANEY ASSOCIATES, INC.)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

ATTACHMENT A

1. Beginning April 1, 2023, Client shall pay Press Ganey an annual contract fee of \$223,346.00 (“Annual Fee”) for the services outlined below which will be invoiced and payable in twelve (12) monthly increments.

The Annual Fee includes:

- i. Up to 39,000 mailed (wave 1 and wave 2) surveys annually through the United States Postal Service for the services of:
 - Ambulatory Surgery with OASCAHPS
 - Emergency Department
 - Inpatient with HCAHPS
 - Neonatal Intensive Care Unit (NICU)
 - Outpatient Services
 - Pediatric Inpatient
 - Oncology Outpatient
- ii. Unlimited email invitations and one text invitation per patient encounter for the services of:
 - Ambulatory Surgery with OASCAHPS
 - Emergency Department
 - Inpatient with HCAHPS
 - NICU
 - Outpatient Services
 - Pediatric Inpatient
 - Oncology Outpatient
- iii. Comment processing
- iv. NarrativeDx
- v. Nursing Excellence Solution as outlined in Exhibit C
- vi. iRound as outlined in Exhibit I

Patient Experience Services	\$145,110.00
NarrativeDx	\$17,226.00
iRound	\$35,000.00
Nursing Excellence Solution	\$26,010.00

2. Surveys mailed over the included annual amount will be invoiced monthly as incurred at a rate of \$3.20 per survey, plus any annual increases allowed under the Agreement.
3. All fees for the 2nd, 3rd, 4th, and 5th contract years will increase two percent (2%) per year and will continue to be invoiced monthly.
4. Client will receive up to two (2) complimentary registrations to Press Ganey’s National Client Conference annually.
5. On Demand Pulse Solution services as outlined in Exhibit J.
6. NDNQI services as outlined in Exhibit K.
7. Additional facilities and services may be added upon mutual written agreement of the Parties at mutually agreed upon pricing.

*PERSONNEL, PENSION AND
INVESTMENT COMMITTEE*

*Minutes of the March 21, 2023
Personnel, Pension and Investment Committee
will be distributed at the Board Meeting*

(JUAN CABRERA)

*CORPORATE COMPLIANCE
AND AUDIT COMMITTEE*

*Minutes of the March 21, 2023
Corporate Compliance and Audit Committee
will be distributed at the Board Meeting*

(JUAN CABRERA)

Special Committee on District Bylaws

Verbal Report

(LEGAL COUNSEL)

Medical Executive Committee Summary – March 9, 2023

Items for Board Approval:

Credentials Committee

Initial Appointments:

APPLICANT	SPECIALTY	DEPT	PRIVILEGES
Harkins, Andrew, MD	Pediatrics	Pediatrics	Pediatrics
Hubner, Gwendolyn, MD	Pediatrics	Pediatrics	Pediatrics
Powell, Carmin, MD	Pediatrics	Pediatrics	Pediatrics

Reappointments:

APPLICANT	SPECIALTY	DEPT	PRIVILEGES
Bradley, Cedrick, MD	Internal Medicine	Medicine	Adult Hospitalist: Core
Conly, Bethany, MD	Ob/Gyn	Ob/Gyn	Obstetrics Gynecology
Darmawan, Steve, MD	Pediatrics	Pediatrics	Pediatric Active Community
Garcia, Luis F, MD	Maternal Fetal Medicine	Ob/Gyn	Maternal Fetal Medicine
Greene, Michael, MD	Emergency Medicine	Emergency Medicine	Emergency Medicine
Goodwein, Shelley, MD	Ob/Gyn	Ob/Gyn	Obstetrics Gynecology
King, Phillip, DO	Internal Medicine	Medicine	Medicine Active Community
Oh, Christopher, MD	Cardiology	Medicine	Cardiology Cardiac Diagnostic Outpatient Center (CDOC) Center for Advanced Diagnostic Imaging (CADI)
Ramirez, Edward, MD	Gynecology	Ob/Gyn	Gynecology
Reddy, Sumana, MD	Family Medicine	Family Medicine	Family Medicine Active Community
Richardson, Zachary, MD	Ophthalmology	Surgery	Ophthalmology
Shaikh, Faraz, MD	Internal Medicine	Medicine	Adult Hospitalist
Wulff, Kristen, MD	Diagnostic Radiology	Diagnostic Imaging	Mammography

Staff Status Modifications:

NAME	SPECIALTY	STATUS
Ecarma, Alex, MD	Hospitalist/Internal Medicine	Advance to Active Staff
Arjuna, Sonal, MD	Remote Radiology	Resignation effective February 28, 2023.
Emekauwa, Chikanele, MD	Remote Radiology	Resignation effective February 21, 2023.
Lepp, Nathaniel, MD	Internal Medicine	Resignation effective March 28, 2023.
Vij, Gaurav, MD	Remote Radiology	Resignation effective February 21, 2023.

Privilege Modifications:

NAME	SPECIALTY	STATUS
Kashif, Farheen, MD	Internal Medicine	Core Privilege Addition: Local Anesthetic techniques

Other Items: (Attached)

Department of Surgery – Clinical Privileges Delineation – Mammography Center	The Committee recommended approval of the revision addition bone density imaging to core Mammography privileges.
---------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------

Department of Surgery - Clinical Privileges Delineation – Robotic Surgery	The Committee recommended approval of the revisions removing any special training requirements for assisting in Robotic Surgery.
Department of Pediatrics – Clinical Privileges Delineation	The Committee recommended approval of the new clinical privilege delineation for Tele-Neonatology. The Committee also recommended approval of the revisions to core proctoring as submitted.

Interdisciplinary Practice Committee

Reappointment:

NAME	SPECIALTY & SUPERVISOR	DEPARTMENT	PRIVILEGES
Fiess, Matthew, PA-C	Physician Assistant Christine Ponzio, MD Guadalupe Arreola, MD	Family Medicine	Taylor Farms Family Health & Wellness Center

Staff Status Modifications:

NAME	SPECIALTY	STATUS
McClain, Marguerite, PA-C	Physician Assistant – Cardiothoracic Surgery	Leave of Absence effective February 10, 2023

Temporary/Locum Tenens Privileges:

NAME	SPECIALTY & SUPERVISOR	DATES
Hein, Lance PA-C	Physician Assistant Cardiac Surgery Vincent DeFilippi, MD Andreas Sakopoulos, MD	02/20/2023 – 03/20/2023
Shaw, Scott PA-C	Physician Assistant – Cardiac Surgery	02/21/2023 – 03/21/2023

Other Items: (Attached)

PA Practice Agreement	Removal of special requirements for physician assistants to assist in robotic surgery
-----------------------	---------------------------------------------------------------------------------------

Rules and Regulations:

Article 9.8 Orders (DNAR) –The following language was recommended by both the Critical Care Committee and the Palliative Medicine Medical Director to bring the rules and regulations in concert with Hospital Policy. Additional language is underlined. This recommendation was posted for 20 days for General Medical Staff review with no comments received.

9.8 All previous orders are canceled when patients undergo operative procedures except resuscitation status orders (DNAR). If the patient is identified as having a DNAR, resuscitation status must be clarified with the patient prior to surgery and documented in the medical record.

Informational Items:

I. Committee Reports:

- a. Credentials Committee
- b. Interdisciplinary Practice Committee
- c. Medical Staff Excellence Committee
- d. Quality and Safety Committee
 - Quality and Safety Goals
 - Reducing the Opioid Crisis in the Salinas Valley
 - Organ Donation – Conversion Rates

II. Other Reports:

- a. Financial Performance Review December 2022
- b. Summary of Executive Operations Committee Meetings
- c. Anesthesiology Services Annual Report
- d. Summary of Medical Staff Department/Committee Meetings – February 2023
- e. Medical Staff Treasury Report March 2, 2023
- f. Medical Staff Statistics
- g. HCAHPS Update March 2, 2023

III. Order Sets and Treatment Plans:

Order Sets

CAPTIVA Treatment Arm
CAPTIVA Treatment Arm (No LD)
Hypothermia - Rewarming Manual
Hypothermia Post Arrest ESRD M
Hypothermia Post Arrest-Manual
Post Op Thoracic
Post Op Vascular
Stroke Ischemic & TIA

Treatment Plan Renewals:

*STUDY-A011502 Investigational Aspirin/Placebo (NCT02927249)
Bendamustine/Polatuzumab/riTUXimab(Bs), Q21D (DBL60)
Fluorouracil IVP/Leucovorin/Bevacizumab-awwb (Bs) Q14D (FULVBV)
CapeOX: Capecitabine + OXALIplatin 130 mg/m ² , Q21D
Iron Ferumoxylol (Feraheme) x 2 Doses
Luspatercept-aamt Q21D
Albumin-bound PACLitaxel 100-125 mg/m ² , Q28D (BRS36,CRV28,NSC48,UTE18)
PEME/CARBO+Bevacizumab-AWWB(Bs); Then PEME/Beva, Q21D (NSC55 & NSC56)
Gemcitabine 800-1000 mg/m ² + CARBO AUC 4, Q21D (OVA25)
Fluorouracil CI 225 mg/m ² /24hrs D1-5 with XRT, Q7D (REC37,SBA6)
Fluorouracil CI 225 mg/m ² /24hrs D1-7 with XRT, Q7D (REC37)
Inpt AIM (DOXOrubicin/Ifosfamide/Mesna), Q21D (SOT2)
Trastuzumab-anns(Bs) 4mg/kg, Q14D (ESO23 & GAS23)
CISplatin 40mg/m ² with Concurrent Radiation, Q7D (VUL1)
Fluorouracil CI 1000mg/m ² (D1-4) + MitoMYcin 10mg/m ² with XRT, Q35D
Avelumab 800 mg, Q14D (BLA47,BLA74,GTN20,MCC8)
Gemcitabine 1000 mg/m ² + CISplatin 70 mg/m ² Q21D (BLA6)
AC: DOXOrubicin/Cyclophosphamide, Q21D (BRS4,BRS92a,BRS93a)
CALGB: C10403 Interim Maintenance (Course III) Capizzi Methotrexate
Bevacizumab-AWWB(Bs) 10 mg/kg, Q14D (CNS3)
5FU 500mg/m ² IV Bolus/Leucovorin 20mg/m ² IV Bolus, Q7D (COL7)

Desmopressin Acetate 0.3 mcg/kg
PACLitaxel 135-250 mg/m2, Q21D (ESO58,GAS58)
Inpt RICE: riTUXimab(Bs)/Ifosfamide/CARBO/Etoposide, Q21D
CARBOplatin 70mg/m2 +5FU 600mg/m2/Day CI with XRT, Q21D (HDN5)
Temsirolimus 25 mg, Q7D (KDN10)
Liposomal DOXOrubicin 20 mg/m2, Q21D x6 (KS4)
Methotrexate 30-50 mg/m2 Intramuscular Q7D
Nivolumab 240mg,Q14D
Gemcitabine 1000mg/m2 + CARBO AUC 5, Q28D (NSC28)
PEMEtrexed 500 mg + CARBOplatin AUC 6 Q21D (NSC49)
DOCEtaxel 75 mg/m2 + Ramucirumab 10 mg/kg, Q21D (NSC62)
Liposomal DOXOrubicin 30mg/m2 + CARBOplatin AUC 5 Q28D (OVA55)
Inpt VIP: Etoposide/Ifosfamide/CISplatin (OVMGCT13, TES9)
CISplatin 20 mg/m2 + Etoposide 100 mg/m2, Q21D (OVSCST9, TES5)
GEMOX:Gemcitabine 1000-1250 mg/m2+OXALI 130 mg/m2, Q21D (TES8)
CARBOplatin AUC 5-7, Q21D (UTE10)
PACLitaxel 175 mg/m2 + CARBOplatin AUC 6-7.5, Q21D (UTE3)
AzaCITIDine (IV) 75 mg/m2 Days 1-5 Q28D (AML16)
AzaCITIDine (SQ) 75 mg/m2 Days 1-5 Q28D (AML16)
CISplatin 75mg/m2 + Fluorouracil CI (96hrs) w/ Concurrent XRT, (ANA9)
Sacituzumab govitecan-hziy 10 mg/kg, Q21D (BLA75, BRS173)



**MAMMOGRAPHY CENTER
Clinical Privileges Delineation
Mammography Screening**

Applicant Name: _____

QUALIFICATIONS:

To be eligible to apply for core privileges in mammography, the applicant must meet the following qualifications:

Minimum formal training:

- The applicant must be able to demonstrate successful completion of a residency program in radiology; and
- The applicant must also document a minimum of three months of formal training in reading mammograms with instruction in medical radiation physics, radiation effects, and radiation protection; and
- The applicant must be able to document 60 hours of Category 1 CME in mammography at least 15 which must have been acquired within the previous 3 years

Required previous experience:

- The applicant must be able to document sufficient numbers of studies to meet MQSA requirements for volume of studies read.
- Applicant must document successful completion of CME for the previous two years in keeping with continuing experience and educational requirements outlined in the Mammography Quality Standards Act (MQSA).

New applicants will be requested to provide documentation of the number and types of hospital cases during the past 24 months. Applicants have the burden of producing information deemed adequate by the hospital for a proper evaluation of current competence, and other qualifications and for resolving any doubts.

General Privilege Statement

Clinically privileged individuals who have been determined to meet criteria within their practice specialty are permitted to admit, evaluate, diagnose, treat and provide consultation independent of patient age, and where applicable, provide surgical and therapeutic treatment within the scope of those clinical privileges and to perform other procedures that are extensions of those same techniques and skills. In the event of an emergency, any credentialed individual is permitted to do everything reasonably possible regardless of department, staff status or clinical privileges, to save the life of a patient or to save a patient from serious harm as is outlined in the Medical Staff Bylaws. [Core privileges include the interpretation of bone density imaging performed at the Mammography Center.](#)

Remote Mammography Reading: Check if Requesting

Includes Mammography reading privileges above under current contractual agreement to provide remote radiology services with the designated SVMHS Diagnostic Imaging medical group. Privileges include interpretation of diagnostic studies performed at the Mammography Center.



Clinical Privileges Delineation
Robotic Surgery
(Primary Surgeon ~~and Assisting Surgeon~~)

Definition:

Computerized assisted surgery using advanced technology coupled with high resolution imaging to remotely control surgical arms. Surgical intervention is accomplished by manipulation of the device under 3-D imaging which reproduces motions that affect patient tissue.

Approved Specialties (check those being requested)

- Cardiovascular Surgery
- Colon and Rectal Surgery
- General Surgery
- Gynecology
- Orthopedic Surgery
- Otolaryngology
- Thoracic Surgery
- Urogynecology
- Urology

Initial Appointment Criteria for Primary Surgeon:

Current unrestricted privileges in one of the approved specialties at Salinas Valley Memorial Hospital.

Experienced Non Residency/Fellowship Trained Applicants

Documentation of current privileges to perform both open and laparoscopic or endoscopic surgery

AND

Documentation of successful completion of the “Intuitive” training course

(A hands-on training practicum in the use of the daVinci Surgical Platform of at least eight (8) hours duration with experience in a laboratory setting which included a minimum of three (3) hours of personal time on the system using animal or cadaver models.)

AND

Documentation of the successful proctoring of two cases conducted by a certified “Intuitive” proctor at the institution where cases were performed

AND

Documentation of the successful completion of twenty (20) cases as primary operator for robotic surgery within the past two (2) years.

Experienced Residency/Fellowship Trained Applicants

Documentation of appropriate training from their Residency/Fellowship program director

AND

Documentation of the successful completion of twenty (20) cases as primary operator for robotic surgery during training

Newly Trained Applicants

Documentation of current privileges to perform both open and laparoscopic or endoscopic surgery

AND

Documentation of successful completion of the “Intuitive” training course

(A hands-on training practicum in the use of the daVinci Surgical Platform of at least eight (8) hours duration with experience in a laboratory setting which included a minimum of three (3) hours of personal time on the system using animal or cadaver models.)

AND

Documentation of the successful proctoring of two cases conducted by a certified “Intuitive” proctor at the institution where cases were performed

For a newly trained robotic surgeon, the first three cases must be proctored by an Expert Proctor from Intuitive Surgical, Inc. The proctor will be approved by the Chair of the applicant’s Department prior to scheduling. Need for additional proctoring, if any, to be recommended by the proctor or corresponding Department Chair.

Reappointment Criteria:

Documentation of the successful completion of at least twenty (20) robotic procedures during the past 24 months.

Initial Appointment Criteria for Assisting Surgeon:

~~Documentation of successful completion of the “Intuitive” training course (a hands-on training practicum in the use of the daVinci Surgical Platform) consisting of at least eight (8) hours duration with experience in a laboratory setting that included a minimum of three hours of personal time on the system using animal or cadaver models~~

~~**OR**~~

~~Documentation of 20 robotic surgery assists in the previous 24 months.~~

Proctoring: All applicants will be required to have the first three (3) cases proctored regardless of experience. It is the responsibility of the applicant to arrange proctorship by another practitioner within the primary practicing specialty. Written documentation must be received from the proctor stating requirements have been met and proctored surgeon is competent to perform the requested robotic assisted procedures before full privileges are granted.

Proctor Qualifications: Proctoring physician must practice in the primary specialty and have minimum experience of twenty (20) cases as a primary surgeon.

Proctor Expectations: Proctor must be present in the OR for positioning and procedure. Completion of proctoring form based on objective assessment of physician skills and insuring proctor form is forwarded to the Medical Staff Services Department.

Performance Review:

Outcomes for each surgeon will be monitored and reviewed on an ongoing process. These include but are not limited to:

OR time, blood loss, conversion to open, complications, length of stay.

Acknowledgment of applicant:

I have requested only those privileges for which by education, training, current experience, and demonstrated performance I am qualified to perform, and that I wish to exercise at Salinas Valley Memorial Healthcare System. I further submit that I have no health problems that could affect my ability to perform the privileges I am request. I also understand that:

- (a) In exercising any clinical privileges granted, I am constrained by hospital and medical staff Bylaws, Rules and Regulations, and policies applicable generally and any applicable to the particular situation,
- (b) Any restriction on the clinical privileges granted to me is waived in an emergency situation and in such a situation my actions are governed by the applicable section of the medical staff bylaws or related documents.

Applicant Signature

Date

*****Department Chair's Recommendation*****

I have reviewed the requested clinical privileges and supporting documentation for the above-named applicant and make the following recommendation(s):

<input type="checkbox"/> Recommend requested privileges
<input type="checkbox"/> Recommend requested privileges with the following conditions/modifications:
<input type="checkbox"/> Do not recommend the requested privileges for the following reasons:

Department Chair Signature

Date

Salinas Valley Health Medical Center

Clinical Privileges Delineation - Pediatrics

Applicant Name: _____

Qualifications:

Pediatrics: To be eligible to apply for core privileges in Pediatrics, the applicant must meet the following qualifications:

- Current certification or active participation in the examination process leading to certification in Pediatrics by the American Board of Pediatrics or the American Osteopathic Board of Pediatrics
- OR**
- Successful completion of an ACGME or AOA accredited post-graduate training program in Pediatrics
- AND**
- Clinical: Documentation of the provision of inpatient care for at least 20 hospitalized pediatric/newborn patients during the past 24 months.

General Privilege Statement

Clinically privileged individuals who have been determined to meet criteria within their practice specialty are permitted to admit, evaluate, diagnose, treat and provide consultation independent of patient age, and where applicable, provide surgical and therapeutic treatment within the scope of those clinical privileges and to perform other procedures that are extensions of those same techniques and skills. In the event of an emergency, any credentialed individual is permitted to do everything reasonably possible regardless of department, staff status or clinical privileges, to save the life of a patient or to save a patient from serious harm as is outlined in the Medical Staff Bylaws.

Pediatric Core Privileges

Admit, evaluate, diagnose, treat, manage and provide consultation to patients with straight forward conditions such as neonatal hyperbilirubinemia, dehydration, asthma and conditions as complex as failure to thrive as well as cardiovascular compromise including those conditions requiring stabilization and transfer.

Reappointment Criteria for Pediatric Core Privileges:

Applicants must demonstrate that they have maintained competence by providing documentation that they have successfully managed at least 20 pediatric patients (12 of which may be well newborns) within the past 24 months based on the results of ongoing professional practice evaluation and outcomes.

Requested: Remote Pediatric Intensive Care Core Privileges *(check box if requested)*

Privileges to admit, evaluate, diagnose, consult, perform history and physical exam and provide treatment or consultative services to pediatric patient in need of critical care. Privileges include high-risk, high-volume, problem-prone procedures which are commonly performed by the intensivist on the critically ill patient.

Reappointment Criteria for Remote Pediatric Intensive Care Core Privileges:

Applicants must demonstrate that they have maintained competence by providing documentation that they have successfully managed at least 20 pediatric ICU patients within the past 24 months based on the results of ongoing professional practice evaluation and outcomes.

Neonatology Core Qualifications: To be eligible to apply for core privileges in Neonatology, the applicant must meet the following qualifications:

- Successful completion of an ACGME or AOA accredited fellowship in neonatal/perinatal medicine or neonatology

AND

- Document current certification or active participation in the examination process leading to certification in Neonatology by the American Board of Pediatrics Sub-Board in Neonatal/Perinatal Medicine

AND

- Document the provision of inpatient or consultative services to at least 50 NICU Patients during the past 12 months or successful completion of an ACGME or AOA accredited resident or clinical fellowship in neonatal/perinatal medicine or neonatology in the past 12 months.

AND

- Documentation of current Neonatal Resuscitation Program course completion certification (AAP/AHA)

Requested: Neonatology Core Privileges (*check box if requested*)

Admit, evaluate, diagnose, treat patients presenting with extremely complex and life threatening problems such as respiratory failure, shock congenital abnormalities and sepsis. Privileges include but are not limited to: umbilical catheterization, exchange transfusion, and ventilator management.

Reappointment Criteria for Neonatology Core Privileges:

Applicants must demonstrate that they have maintained competence by providing documentation that they have successfully managed at least 24 NICU patients within the past 24 months based on the results of ongoing professional practice evaluation and outcomes. Documentation of current Neonatal Resuscitation Program (NRP) course completion certification (AAP/AHA) is required.

Requested: Tele-Neonatology Core Privileges for Neonatologists (*check box if requested*)

(Tele-Neonatology privileges are restricted to individuals included in the organizational remote services agreement)

Applicants must meet all credentialing criteria outlined for Neonatology Core Privileges for Neonatologists.

Admit, evaluate, diagnose, treat patients presenting with extremely complex and life threatening problems such as respiratory failure, shock congenital abnormalities and sepsis.

Reappointment Criteria for Neonatology Core Privileges: Same as for Neonatology Core Privileges

Pediatric Cardiology Core and Remote Pediatric Cardiology: To be eligible to apply for core privileges the applicant must meet the following qualifications:

- All qualification criteria for core privileges in Pediatrics or Internal Medicine

AND

- Successful completion of an accredited post-graduate training program in pediatric cardiology

AND

- Documentation of the provision of inpatient or consultative services for at least 50 hospitalized patients during the past 12 months

Requested: Pediatric Cardiology Core Privileges (*check box if requested*)

Admit, evaluate, diagnose, consult and provide comprehensive care to patients presenting with congenital or acquired cardiovascular disease and disorders of the heart and blood vessels. Includes care of critically ill children with congenital and acquired cardiovascular disease in the special care units

Requested: Remote Pediatric Cardiology Privileges (*check box if requested*)

Read and provide formalized reports on echo cardiograms, Holter Monitors, Transthoracic echocardiograms and EKGs for patients presenting with congenital or acquired cardiovascular disease and disorders of the heart and blood vessels.

Pediatric Allergy Core: To be eligible to apply for core privileges in Pediatric Allergy, the applicant must meet the following qualifications:

- All qualification criteria for core privileges in Pediatrics or Internal Medicine

AND

- Successful completion of an accredited post-graduate training program in Pediatric Allergy and Immunology.

AND

- Documentation of the provision of pediatric allergy/immunology services to 24 inpatients or outpatients during the past 12 months

Requested: Pediatric Allergy/Immunology Core Privileges (*check box if requested*)

Core privileges in allergy/immunology include the ability to admit, evaluate, diagnose, consult, and manage patients presenting with conditions or disorders involving the immune system, both acquired and congenital. Selected examples of such conditions include asthma, anaphylaxis, rhinitis, eczema, urticaria, and adverse reactions to drugs, foods, and insect stings, as well as immune-deficiency diseases (both acquired and congenital), defects in host defense, and problems related to autoimmune disease, organ transplantation, or malignancies of the immune system.

Pediatric Gastroenterology Consulting Privileges: Pediatric Gastroenterology privileges are non-invasive and consultative in nature. To be eligible to apply for consulting privileges in Pediatric Gastroenterology, the applicant must meet the following qualifications:

- All qualification criteria for core privileges in Pediatrics

AND

- Successful completion of an approved fellowship in pediatric gastroenterology

AND

- Documentation of the provision of consultative services to at least 25 patients during the past 24 months.

Requested: Pediatric Gastroenterology Core Privileges (*check box if requested*)

Consult on newborns, infants, children and adolescents presenting with illnesses, injuries, and disorders of the stomach, intestines, and related structures such as the esophagus, liver, gallbladder, and pancreas.

All new applicants will be requested to provide documentation of the number and types of hospital cases during the past 24 months. Applicants have the burden of producing information deemed adequate by the hospital for a proper evaluation of current competence, and other qualifications and for resolving any doubts.

Core Proctoring Requirements for All Applicants:

Core proctoring requirements include direct observation or concurrent review of ~~four (4) varied~~ at least one admission/consultation. admissions, limiting Well Newborn exams to one (1) of the four (4).

Reappointment Criteria for Pediatric Cardiology Core Privileges:

The successful applicant must be able to demonstrate provision of inpatient or consultative services for at least 50 patients annually, reflective of the scope of privileges requested, during the reappointment cycle.

Reappointment Criteria for Allergy and Immunology Core Privileges:

The successful applicant must be able to demonstrate provision of consultative services for at least one (1) patient over the previous 2 years.

Reappointment Criteria for Pediatric Gastroenterology Core Privileges:

The successful applicant must be able to demonstrate provision of consultative services for at least 25 patients over the previous 2 years.

Special Procedures/Privileges

Qualifications: To be eligible to apply for a special procedure privilege listed below, the applicant must demonstrate successful completion of an approved and recognized course or acceptable supervised training in residency, fellowship, or other acceptable experience; and provide documentation of competence in performing that procedure consistent with the criteria set forth below.

Proctoring of Special Procedure Privileges: These special procedure-proctoring requirements must be met in addition to the core proctoring requirements described on page one of this privilege form.

Applicant: Place a check mark in the (R) column for each privilege requested. New applicants must provide documentation of the number and types of hospital cases during the past 24 months.

(R)=Requested **(A)**=Recommended as Requested **(C)**=Recommended w/Conditions **(N)**=Not Recommended

Note: If recommendations for clinical privileges include a condition, modification or are not recommended, the specific condition and reason for same must be stated on the last page of this form.

PEDIATRICS AND NEONATOLOGY

Applicant: Check box marked "R" to request privileges

R	A	C	N	Procedure	Initial Appointment	Proctoring	Reappointment
				Moderate Sedation	Current ACLS, PALS & NRP Certification AND Signed attestation of reading SVMH Sedation Protocol and learning module, AND Completion of written conscious sedation exam with minimum of 75% correct.	1	Current ACLS, PALS & NRP Certification AND Completion of written conscious sedation exam with minimum 75% correct AND Performance of at least two (2) Cases within the past 24 months
				Newborn Circumcision	Documentation of successful completion of at least five (5) within the past 24 months	1	Documentation of successful completion of at least two (2) within the past 24 months

Pediatric Cardiology

Applicant: Check box marked "R" to request privileges

R	A	C	N	Procedure	Initial Appointment	Proctoring	Reappointment
				Performance and interpretation of transesophageal echocardiograms	Documented successful performance of one (1) TEE within the past 24 months	N/A	Documented successful performance of one (1) procedure within the past 24 months
				Cardiac Stress Testing	Documented successful performance of 20 procedures within the past 24 months	N/A	Documented successful performance of 20 procedures within the past 24 months

Salinas Valley Memorial Healthcare System

Core Procedure List: The following procedures are considered to be included in the core privileges for this specialty. When there is ambiguity as to whether a procedure is included in core, it should be clarified with the Department Chair, Chief Medical Officer and/or the Chief of Staff

Core Procedure Lists:

Pediatrics

1. Arterial puncture <2 y/o
2. Urinary bladder catheterization
3. Ventilator management of children – with consultation while awaiting transfer to another medical facility (not to exceed 12 hours, after which care will be transferred to a Pulmonologist/Critical Care specialist.
4. Venipuncture
5. Lumbar puncture
6. Incision and drainage of superficial abscesses

Neonatology

1. Umbilical Artery/Vein Catheterization
2. PICC Line Insertion
3. Partial Exchange Transfusion
4. Conventional Mechanical Ventilation
5. Thoracotomy/Chest Tube Insertion
6. Thoracentesis
7. Pericardiocentesis
8. Double Volume Exchange Transfusion
9. Abdominal Paracentesis
10. Peripheral Arterial Line Placement

Pediatric Cardiology

1. Electrocardiography and echocardiography interpretation
2. Cardioversion
3. Pericardiocentesis

Pediatric Allergy/Immunology

1. Allergen immunotherapy
2. Allergy testing
3. Delayed hypersensitivity skin testing
4. Drug desensitization and challenge
5. Drug testing
6. Food challenge testing
7. Immediate hypersensitivity skin testing
8. IVIG treatment and administration
9. Nasal cytology
10. Patch testing
11. Performance of history and physical exam
12. Physical urticaria testing
13. Provocation testing for hyperreactive airways
14. Pulmonary function tests
15. Rapid desensitization
16. Rhinolaryngoscopy
17. Xolair (Omalizumab), treatment and administration

Applicant: Complete this section only if you do not wish to apply for any of the specific core procedures listed above:

Please indicate any privilege on this list you would like to *delete or change* by writing them in the space provided below. Requests for deletions or changes will be reviewed and considered by the Department Chair, Credentials Committee and Medical Executive Committee. Deletion of any specific core procedure does not preclude mandatory requirement for Emergency Room call.

Signature:

Date:

Special Procedures

Applicant: Place a check mark in the (R) column for each privilege requested. New applicants must provide documentation of the number and types of hospital cases during the past 24 months.

(R)=Requested **(A)**=Recommended as Requested **(C)**=Recommended w/Conditions **(N)**=Not Recommended

Note: If recommendations for clinical privileges include a condition, modification or are not recommended, the specific condition and reason for same must be stated on the last page of this form.

Applicant: Check box marked "R" to request privileges

R	A	C	N	Procedure	Initial Appointment	Proctoring	Reappointment
				Furnishing or ordering of Schedule II-V drugs under physician supervision within a collaborative practice agreement	Documentation of registration with the U.S. Drug Enforcement Administration AND Documentation of completion of a controlled substance education course which meets the requirements pursuant to California Code of Regulations Title 16	N/A	Continued maintenance DEA registration

Special Procedures/Privileges in SURGERY

R	A	C	N	Procedure	Initial Appointment	Proctoring	Reappointment
				Act as first or second assistant in surgery under the supervision of an approved supervising physician.	Document 25 assists in previous 24 months	N/A	Document 25 assists in previous 24 months
				Act as first or second assistant in robotic surgery under the supervision of an approved supervising physician.	Documentation of successful completion of the "Intuitive training course (A hands on training practicum in the use of the daVinci Surgical Platform of at least eight (8) hours duration. OR Documentation 25 assists in the previous 24 months.	N/A	Document 25 assists in previous 24 months
				Insert intravenous arterial, central venous and Swan-Ganz catheters as directed by the cardiac surgeon.	Document four (4) in the last 24 months	1-Art Line 3 CVPs	Document four (4) in the last 24 months

EXTENDED CLOSED SESSION
(if necessary)

(VICTOR REY, JR.)

ADJOURNMENT