



April 14, 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, APRIL 20, 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
Health Scholars Program | <i>Adrienne Laurent</i> |
| V. REPORT FROM THE PRESIDENT/CHIEF EXECUTIVE OFFICER | <i>Pete Delgado</i> |
| VI. PUBLIC INPUT

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. | <i>Victor Rey, Jr.</i> |
| 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 March 23, 2023 Regular Meeting of the Board of Directors | |
| B. Financial Report | |
| C. Statistical Report | |
| D. Policies Requiring Approval | |
| Infection Prevention Program Plan | |
| <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 April 17, 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 April 17, 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 of Directors Approval of Seventh Amendment California Commercial Property Management Agreement
 - 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 Change Healthcare Stratus Imaging Proposal as Sole Source and Contract Award
 - 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 Human Capital Management Project as Competitive Solicitation and Contract Award
 - 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 April 18, 2023 Personnel, Pension and Investment 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 (i) the Findings Supporting Recruitment, (ii) the Contract Terms of the Recruitment Agreement, and (iii) the Contract Terms of the Neurology Professional Services Agreement for Christopher Bird, MD

- 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 (i) the Findings Supporting Recruitment, (ii) the Contract Terms of the Recruitment Agreement, and (iii) the Contract Terms of the Family Medicine Professional Services Agreement for Natali Lopez Silva, MD
- 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 (i) the Findings Supporting Recruitment, (ii) the Contract Terms of the Recruitment Agreement, and (iii) the Contract Terms of the Endocrinology Professional Services Agreement of Aileen Wang, MD
- Committee Chair Report
 - 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 (i) the Findings Supporting Recruitment, (ii) the Contract Terms of the Recruitment Agreement, and (iii) the Contract Terms of the Radiology Professional Services Agreement for Bruce Lin, MD
- Committee Chair Report
 - Questions to Committee Chair/Staff
 - Motion/Second
 - Public Comment
 - Board Discussion/Deliberation
 - Action by Board/Roll Call Vote
5. Consider Recommendation for Board Approval of Findings Supporting Recruitment of Hospitalist Physicians, and Approval of Contract Terms for Hospitalist Services with Salinas Valley Health
- Committee Chair Report
 - Questions to Committee Chair/Staff
 - Motion/Second
 - Public Comment

Presented By

- Board Discussion/Deliberation
- Action by Board/Roll Call Vote

D. Transformation, Strategic Planning and Governance Committee

Victor Rey

Minutes of the April 19, 2023 Community Advocacy Committee meeting have been provided to the Board for their review. Additional Report from Committee Chair, if any.

X. CONSIDER RESOLUTION NO. 2023-04 ADOPTING AMENDED AND RESTATED DISTRICT BYLAWS

District Legal Counsel

- Report by District Legal Counsel
- Questions to District Legal Counsel/Staff
- Public Comment
- Board Discussion/Deliberation
- Motion/Second
- Action by Board/Roll Call Vote

XI. REPORT ON BEHALF OF THE MEDICAL EXECUTIVE COMMITTEE (MEC) MEETING OF APRIL 13, 2023, AND RECOMMENDATIONS FOR BOARD APPROVAL OF THE FOLLOWING:

*Theodore,
Kaczmar, Jr., MD*

- A. Reports
1. Credentials Committee Report
 2. Interdisciplinary Practice Committee Report
- Questions to Chief of Staff
 - Public Comment
 - Board Discussion/Deliberation
 - Motion/Second
 - Action by Board/Roll Call Vote

XII. EXTENDED CLOSED SESSION *(if necessary)*

Victor Rey, Jr.

XIII. ADJOURNMENT

The Regular Meeting of the Board of Directors is scheduled for **Thursday, May 25, 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 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

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.)

*EDUCATION PROGRAM -
Health Scholars Program*

(VERBAL)

(ADRIENNE LAURENT)

*REPORT FROM THE PRESIDENT/
CHIEF EXECUTIVE OFFICER*

(VERBAL)

(PETE DELGADO)

PUBLIC INPUT

BOARD MEMBER COMMENTS

(VERBAL)

SALINAS VALLEY HEALTH¹
REGULAR MEETING OF THE BOARD OF DIRECTORS
MEETING MINUTES
MARCH 23, 2023

Present:

Catherine Carson, Assistant Treasurer
Juan Cabrera, Treasurer
Rolando Cabrera, MD, Secretary
Joel Hernandez Laguna, Vice-President
Victor Rey, Jr., President

Absent: Theodore Kaczmar, Jr., MD, Chief of Staff

Also Present:

Pete Delgado, President/Chief Executive Officer
Rakesh K. Singh, MD, Vice-Chief of Staff
Matthew Ottone, Esq., District Legal Counsel
Kathie Haines, Executive Support

Juan Cabrera joined the meeting at 4:31 p.m.

CALL TO ORDER/ROLL CALL

A quorum was present and President Rey called the meeting to order at 4:07 p.m.

CLOSED SESSION

President Rey announced that items to be discussed in Closed Session as listed on the posted Agenda are (1) Conference with Legal Counsel – Existing Litigation, (2) Conference with Labor Negotiator, (3) Report Involving Trade Secrets, (4) Conference with Real Property Negotiators, and (5) Hearings/Reports.

The meeting recessed into Closed Session under the Closed Session Protocol at 4:09 p.m. The Board completed its business of the Closed Session at 5:12 p.m.

RECONVENE OPEN SESSION/REPORT ON CLOSED SESSION

The Board reconvened Open Session at 5:20 p.m.

President Rey announced in Closed Session, the Board received the reports listed on the Closed Session Agenda. No additional actions were taken.

EDUCATION PROGRAM -- HEALTHCARE GOVERNANCE

Adrienne Laurent, Chief Strategic Communication Officer, introduced Jamie Orlikoff of Iprotean, a board education company. Mr. Orlikoff is National Advisor on Strategy and Governance for the American Hospital Association. He provided an orientation on governance and the importance of healthcare board leadership, effective use of meetings, coalescing as a group and relevancy to the hospital leadership especially due to the quickly changing healthcare industry. An elected Board balances representation of

¹Salinas Valley Memorial Healthcare System operating as Salinas Valley Health

constituents and hospital leadership. The primary purpose is to reinforce the broader mission/strategy/challenges of the organization.

Matt Ottone, Legal Counsel, provided orientation on the new videoconference rules (AB 2449). An individual member of the board may participate remotely only in one of two circumstances. (1) “Just cause is defined as but not limited to family/child caregiving, a contagious illness, a physical or mental disability or travel while on official business. Just cause is limited to 2 meetings per calendar year per specific meeting. (2) In “emergency circumstances” defined as a physical or family emergency that prevents attendance in person by requesting approval to do so from the Board of Directors which may take action as soon as possible including at the beginning of the meeting, even if there is not sufficient time to place the request formally on the agenda. These rules apply to the Chair or Vice-Chair of committees (committee members who are Board members).

Discussion: This system will apply through 2023; beyond that is unknown at this time. Matt will clarify if AB 2449 applies to subject matter experts.

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: “Rebrand.” Featuring staff attending the Employee Appreciation and Rebrand celebration on February 27, 2023.

Ms. Paulo introduced Meghan Ackerman, BSN, RN, OCN, Unit Practice Council (UPC) Chair, and Elena Hermosillo, RN, OCN, recently appointed Leukemia and Lymphoma Society Visionary of the Year. A report was provided on the Oncology Practice Council including information on a monthly journal club, monthly practice audits, employee recognition, professional development, practice improvement, best practices and upcoming projects. A full report was provided in the packet.

Mr. Delgado presented a summary of how the District is meeting each of its foundational pillars Service, Quality, Growth, Finance, People, and Community.

PUBLIC INPUT

No public input.

BOARD MEMBER COMMENTS

Director Juan Cabrera recognized the construction team for the seismic upgrade planning. He complimented the Oncology Practice Council for being involved and improving patient care.

Director Carson complimented leadership for developing a Pop Health department early in the evolution of population health. Director Carson recognized the importance of Salinas Valley Health Clinic’s new urology program which is so important to men’s health.

Director Joel Hernandez Laguna commented he received an email from an ER patient giving kudos to the nursing staff who were attentive and to Adriana Valdez, Patient Experience Coordinator for her assistance. He asked if leadership could coordinate the mobile van to assist Watsonville flood victims. NOTE: Mr. Delgado announced he was able through texting to coordinate Mobile Van to go to Watsonville on Sunday.

President Rey commented he attended Rose River Memorial dedication which was a very moving tribute to those who lost their lives to COVID and he is thankful for those who brought this to Salinas Valley Health. He is grateful for the media team for coordinating the Salinas Valley Health rebranding. He is aware it takes a team to roll out such a huge project and recognized Adrienne Laurent for her leadership and guidance.

CONSENT AGENDA – GENERAL BUSINESS

- A. Minutes of the Annual Meeting of the Board of Directors of February 23, 2023.
- B. Financial Report
- C. Statistical Report
- D. Policies Requiring Approval
 - Organ Tissue Donation

No public comment received.

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, J. Cabrera, Dr. Cabrera, Hernandez Laguna and President Rey. Noes: None. Abstentions: None. Absent: Dr. Kaczmar; 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 March 20, 2023, were provided to the Board of Directors for review. No recommendations were made.

Finance Committee

Chair Hernandez Laguna reported the minutes from the Finance Committee meeting of March 20, 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 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.***

No public comment received.

MOTION:

Upon motion by Director Dr. Cabrera, second by Director Carson, the Board of Directors approves 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.

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

- 2. Consider approval of the Amendment to the TigerConnect Master Agreement and Contract Renewal as sole source and contract award in the amount of \$394,185 over a one-year coverage period.*

No public comment received.

MOTION:

Upon motion by Director J. Cabrera, second by Director Hernandez Laguna, the Board of Directors approves the Amendment to the TigerConnect Master Agreement and Contract Renewal as sole source and contract award in the amount of \$394,185 over a one-year coverage period.

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

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

No public comment received.

MOTION:

Upon motion by Director Dr. Cabrera, second by Director Carson, the Board of Directors approves the the TotalPrint USA, printer management services agreement renewal as sole source and contract award in the estimated amount of \$1,405,760 over a 4-year term.

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

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

No public comment received.

MOTION:

Upon motion by Director J. Cabrera, second by Director Dr. Cabrera, the Board of Directors approves the Press Ganey Master Services Agreement in the amount of \$1,839,744 for 5 year term with an effective date of April 1, 2023.

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

Personnel, Pension and Investment Committee

Vice-Chair Carson reported the minutes from the Personnel, Pension and Investment Committee meeting of March 20, 2023, were provided to the Board of Directors for review. No recommendations were made.

Corporate Compliance and Audit Committee

Chair J. Cabrera reported the minutes from the Corporate Compliance and Audit Committee meeting of March 21, 2023, were provided to the Board of Directors for review. No recommendations were made.

Special Committee on District Bylaws

Legal Counsel Ottone reported the Committee has met twice, and have drafted a set of revised Bylaws, which has been reviewed by members of the Administration, who has requested that he research a few items. The Bylaws should be ready for review by the April Board meeting. Director Carson stated the changes are in line with Mr. Orlikoff's comments. She recommended the proposed revisions be available to review prior to Board Packet publication.

REPORT ON BEHALF OF THE MEDICAL EXECUTIVE COMMITTEE (MEC) MEETING ON MARCH 9, 2023, AND RECOMMENDATION FOR BOARD APPROVAL OF THE FOLLOWING

Rakesh K. Singh, MD, Vice-Chief of Staff reviewed the reports of the Medical Executive Committee (MEC) meeting of March 9, 2023, and Rules and Regulations revision. A full report was provided in the Board packet.

Recommend Board Approval of the Following:

- A. Reports
 - 1. Credentials Committee Report
 - 2. Interdisciplinary Practice Committee Report
- B. Medical Staff Rules and Regulations
 - 1. Article 9.8 Orders (DNAR)

Dr. Singh commented how proactively leadership handled the recent flooding warnings and the pediatric surge. Both situations were handled very well.

No public comment received.

MOTION:

Upon motion by Director Dr. Cabrera, second by Director J. Cabrera, the Board of Directors receives and approves the Credentials Committee Report, the Interdisciplinary Practice Committee Report and the revised Medical Staff Rules and Regulations Article 9.8 Orders (DNAR).

No public input received.

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

ADJOURNMENT

The next Regular Meeting of the Board of Directors is scheduled for **Thursday, April 20, 2023 at 4:00 p.m.** There being no further business, the meeting was adjourned at 7:06 p.m.

Rolando Cabrera, MD
Secretary, Board of Directors

/KmH

SALINAS VALLEY MEMORIAL HOSPITAL
SUMMARY INCOME STATEMENT
March 31, 2023

	<u>Month of March,</u>		<u>Nine months ended March 31,</u>	
	<u>current year</u>	<u>prior year</u>	<u>current year</u>	<u>prior year</u>
Operating revenue:				
Net patient revenue	\$ 49,844,938	\$ 52,195,386	\$ 466,237,581	\$ 446,589,519
Other operating revenue	1,259,573	858,094	7,610,514	8,682,857
Total operating revenue	<u>51,104,511</u>	<u>53,053,480</u>	<u>473,848,095</u>	<u>455,272,376</u>
Total operating expenses	49,562,364	44,903,757	426,612,464	380,496,960
Total non-operating income	<u>1,318,403</u>	<u>(6,964,782)</u>	<u>(18,063,520)</u>	<u>(33,161,243)</u>
Operating and non-operating income	<u>\$ 2,860,550</u>	<u>\$ 1,184,941</u>	<u>\$ 29,172,111</u>	<u>\$ 41,614,173</u>

SALINAS VALLEY MEMORIAL HOSPITAL
BALANCE SHEETS
March 31, 2023

	<u>Current year</u>	<u>Prior year</u>
ASSETS:		
Current assets	\$ 412,304,760	\$ 423,203,959
Assets whose use is limited or restricted by board	157,466,029	146,993,729
Capital assets	242,653,987	239,259,178
Other assets	180,814,794	215,462,444
Deferred pension outflows	<u>95,857,027</u>	<u>50,119,236</u>
	<u>\$ 1,089,096,597</u>	<u>\$ 1,075,038,546</u>
LIABILITIES AND EQUITY:		
Current liabilities	106,221,023	125,196,630
Long term liabilities	17,159,971	14,288,063
Lease deferred inflows	1,642,999	0
Pension liability	79,111,485	83,585,120
Net assets	<u>884,961,119</u>	<u>851,968,733</u>
	<u>\$ 1,089,096,597</u>	<u>\$ 1,075,038,546</u>

**SALINAS VALLEY MEMORIAL HOSPITAL
SCHEDULES OF NET PATIENT REVENUE
March 31, 2023**

	Month of March,		Nine months ended March 31,	
	current year	prior year	current year	prior year
Patient days:				
By payer:				
Medicare	1,743	1,904	18,192	15,817
Medi-Cal	1,348	942	10,643	8,791
Commercial insurance	579	750	6,884	6,803
Other patient	181	40	1,106	931
Total patient days	3,851	3,636	36,825	32,342
 Gross revenue:				
Medicare	\$ 111,349,836	\$ 100,544,135	\$ 940,354,384	\$ 830,959,461
Medi-Cal	83,084,260	60,736,073	634,709,357	501,247,564
Commercial insurance	49,120,358	54,777,161	466,534,420	449,602,841
Other patient	11,174,646	5,841,161	78,622,951	70,672,769
Gross revenue	254,729,100	221,898,531	2,120,221,112	1,852,482,635
	76.3%	72.7%	74.3%	71.9%
Deductions from revenue:				
Administrative adjustment	135,425	213,866	2,276,380	2,641,014
Charity care	543,191	227,479	5,589,125	7,404,698
Contractual adjustments:				
Medicare outpatient	35,451,371	31,309,897	271,316,616	244,117,053
Medicare inpatient	47,137,679	43,412,916	421,386,923	366,158,966
Medi-Cal traditional outpatient	3,533,949	3,894,701	30,948,610	26,051,851
Medi-Cal traditional inpatient	7,916,449	6,513,161	49,024,956	55,522,204
Medi-Cal managed care outpatient	32,755,490	23,437,691	250,666,947	194,277,087
Medi-Cal managed care inpatient	30,967,782	20,891,767	235,916,155	166,931,060
Commercial insurance outpatient	19,870,359	18,824,505	161,588,959	146,788,581
Commercial insurance inpatient	18,857,816	17,458,897	177,050,040	156,650,648
Uncollectible accounts expense	3,988,717	4,260,182	34,617,310	33,815,044
Other payors	3,725,934	(741,918)	13,601,510	5,534,909
Deductions from revenue	204,884,162	169,703,144	1,653,983,531	1,405,893,116
Net patient revenue	\$ 49,844,938	\$ 52,195,386	\$ 466,237,581	\$ 446,589,519
	19.57%	23.52%	21.99%	24.11%
Gross billed charges by patient type:				
Inpatient	\$ 134,022,311	\$ 113,982,972	\$ 1,145,792,152	\$ 995,551,261
Outpatient	90,744,958	81,100,301	715,000,364	619,538,376
Emergency room	29,961,830	26,815,257	259,428,596	237,392,999
Total	\$ 254,729,099	\$ 221,898,531	\$ 2,120,221,112	\$ 1,852,482,635

**SALINAS VALLEY MEMORIAL HOSPITAL
STATEMENTS OF REVENUE AND EXPENSES
March 31, 2023**

	Month of March,		Nine months ended March 31,	
	current year	prior year	current year	prior year
Operating revenue:				
Net patient revenue	\$ 49,844,938	\$ 52,195,386	\$ 466,237,581	\$ 446,589,519
Other operating revenue	1,259,573	858,094	7,610,514	8,682,857
Total operating revenue	51,104,511	53,053,480	473,848,095	455,272,376
 Operating expenses:				
Salaries and wages	17,092,063	16,145,520	154,572,504	139,406,231
Compensated absences	2,771,127	2,420,841	25,363,013	24,182,544
Employee benefits	7,835,465	7,290,572	69,460,389	62,733,382
Supplies, food, and linen	7,200,939	7,116,296	61,296,803	56,907,920
Purchased department functions	4,424,389	3,506,751	37,490,274	30,339,667
Medical fees	2,562,755	1,531,307	18,921,225	16,600,161
Other fees	3,182,995	3,744,593	26,644,274	21,544,447
Depreciation	1,879,470	1,873,914	18,507,794	16,559,159
All other expense	2,613,161	1,273,963	14,356,188	12,223,449
Total operating expenses	49,562,364	44,903,757	426,612,464	380,496,960
 Income from operations	1,542,147	8,149,723	47,235,631	74,775,416
 Non-operating income:				
Donations	167,066	220,220	5,759,969	1,575,873
Property taxes	333,333	333,333	3,000,000	3,000,000
Investment income	4,103,760	(4,239,802)	4,345,236	(12,145,284)
Taxes and licenses	0	0	0	0
Income from subsidiaries	(3,285,756)	(3,278,533)	(31,168,725)	(25,591,832)
Total non-operating income	1,318,403	(6,964,782)	(18,063,520)	(33,161,243)
 Operating and non-operating income	2,860,550	1,184,941	29,172,111	41,614,173
 Net assets to begin	882,100,570	850,783,791	855,789,007	810,354,560
 Net assets to end	\$ 884,961,119	\$ 851,968,733	\$ 884,961,119	\$ 851,968,733
 Net income excluding non-recurring items	\$ 2,860,550	\$ 1,184,941	\$ 29,172,111	\$ 35,321,797
Non-recurring income (expense) from cost report settlements and re-openings and other non-recurring items	0	0	0	6,292,376
 Operating and non-operating income	\$ 2,860,550	\$ 1,184,941	\$ 29,172,111	\$ 41,614,173

**SALINAS VALLEY MEMORIAL HOSPITAL
SCHEDULES OF INVESTMENT INCOME
March 31, 2023**

	Month of March,		Nine months ended March 31,	
	current year	prior year	current year	prior year
Detail of other operating income:				
Dietary revenue	\$ 136,096	\$ 149,349	\$ 1,348,791	\$ 1,260,823
Discounts and scrap sale	18,001	(1,774)	826,991	1,046,179
Sale of products and services	13,689	93,822	342,286	657,228
Clinical trial fees	0	0	0	27,700
Stimulus Funds	0	0	0	0
Rental income	256,497	160,131	1,552,165	1,449,698
Other	835,290	456,566	3,540,281	4,241,229
Total	\$ 1,259,573	\$ 858,094	\$ 7,610,514	\$ 8,682,857

Detail of investment income:				
Bank and payor interest	\$ 1,094,859	\$ 72,742	\$ 7,196,994	\$ 777,049
Income from investments	3,008,901	(4,312,768)	(1,649,508)	(12,609,817)
Gain or loss on property and equipment	0	225	(1,202,250)	(312,516)
Total	\$ 4,103,760	\$ (4,239,802)	\$ 4,345,236	\$ (12,145,284)

Detail of income from subsidiaries:

Salinas Valley Medical Center:				
Pulmonary Medicine Center	\$ (242,922)	\$ (244,021)	\$ (1,496,508)	\$ (1,678,245)
Neurological Clinic	(87,582)	(61,897)	(584,449)	(491,709)
Palliative Care Clinic	(75,161)	(77,236)	(632,457)	(729,112)
Surgery Clinic	(196,396)	(90,377)	(1,275,763)	(1,104,936)
Infectious Disease Clinic	(32,831)	(13,195)	(282,223)	(234,678)
Endocrinology Clinic	(222,732)	(133,400)	(1,526,427)	(1,124,905)
Early Discharge Clinic	0	0	0	0
Cardiology Clinic	(511,189)	(644,457)	(3,978,979)	(3,891,257)
OB/GYN Clinic	(400,421)	(332,399)	(2,778,235)	(2,861,166)
PrimeCare Medical Group	(365,165)	(53,445)	(5,225,567)	(3,860,502)
Oncology Clinic	(40,318)	(725,049)	(2,263,724)	(2,335,730)
Cardiac Surgery	(200,888)	(70,877)	(2,506,361)	(1,476,004)
Sleep Center	(54,247)	(28,146)	(301,220)	(274,514)
Rheumatology	(49,072)	(42,053)	(516,011)	(483,372)
Precision Ortho MDs	(584,704)	(363,921)	(3,262,916)	(2,577,110)
Precision Ortho-MRI	0	0	0	0
Precision Ortho-PT	(51,110)	(58,142)	(335,249)	(456,445)
Vaccine Clinic	0	(303)	(683)	(52,863)
Dermatology	19,610	(6,334)	(162,760)	(139,664)
Hospitalists	0	0	0	0
Behavioral Health	(40,200)	(47,103)	(294,783)	(585,012)
Pediatric Diabetes	(51,298)	(31,864)	(413,109)	(380,843)
Neurosurgery	(11,094)	(5,970)	(257,350)	(206,924)
Multi-Specialty-RR	(9,206)	5,130	70,666	74,956
Radiology	123,148	(231,294)	(1,521,481)	(2,138,984)
Salinas Family Practice	(86,066)	(44,610)	(896,500)	(797,930)
Urology	(11,201)	(60,566)	(804,138)	(70,002)
Total SVMC	(3,181,045)	(3,361,529)	(31,246,227)	(27,876,951)
Doctors on Duty	(151,217)	(151,473)	13,051	(198,908)
Vantage Surgery Center	0	37,808	0	220,554
LPCH NICU JV	0	0	(1,387,567)	0
Central Coast Health Connect	0	0	0	0
Monterey Peninsula Surgery Center	(61,616)	157,983	1,226,367	2,010,846
Coastal	8,257	17,706	(29,439)	(238,638)
Apex	0	0	0	103,759
GenesisCare USA	99,325	4,862	(53,380)	67,022
Monterey Bay Endoscopy Center	539	16,111	308,470	320,485
Total	\$ (3,285,756)	\$ (3,278,533)	\$ (31,168,725)	\$ (25,591,832)

**SALINAS VALLEY MEMORIAL HOSPITAL
BALANCE SHEETS
March 31, 2023**

	<u>Current year</u>	<u>Prior year</u>
Current assets:		
Cash and cash equivalents	\$ 302,187,761	\$ 311,966,083
Patient accounts receivable, net of estimated uncollectibles of \$27,396,500	81,881,609	89,801,155
Supplies inventory at cost	7,555,263	8,120,242
Current portion of lease receivable	546,861	0
Other current assets	20,133,266	13,316,479
	<u>412,304,760</u>	<u>423,203,959</u>
Assets whose use is limited or restricted by board	<u>157,466,029</u>	<u>146,993,729</u>
Capital assets:		
Land and construction in process	53,155,190	38,086,516
Other capital assets, net of depreciation	189,498,797	201,172,662
	<u>242,653,987</u>	<u>239,259,178</u>
Other assets:		
Right of use assets, net of amortization	5,622,496	0
Long term lease receivable	1,186,426	0
Investment in securities	145,056,247	129,942,027
Investment in SVMC	9,399,852	11,005,644
Investment in Aspire/CHI/Coastal	1,614,262	1,748,729
Investment in other affiliates	21,033,869	21,512,207
Net pension asset	(3,098,358)	51,253,837
	<u>180,814,794</u>	<u>215,462,444</u>
Deferred pension outflows	<u>95,857,027</u>	<u>50,119,236</u>
	<u>\$ 1,089,096,597</u>	<u>\$ 1,075,038,546</u>
LIABILITIES AND NET ASSETS		
Current liabilities:		
Accounts payable and accrued expenses	\$ 65,143,585	\$ 57,756,721
Due to third party payers	19,662,420	49,185,523
Current portion of notes payable	0	0
Current portion of self-insurance liability	18,644,064	18,254,387
Current portion of lease liability	2,770,954	0
	<u>106,221,023</u>	<u>125,196,630</u>
Long term portion of notes payable	0	0
Long term portion of workers comp liability	14,058,922	14,288,063
Long term portion of lease liability	3,101,049	0
	<u>123,380,994</u>	<u>139,484,693</u>
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	242,653,987	239,259,178
Unrestricted	642,307,132	612,709,555
	<u>884,961,119</u>	<u>851,968,733</u>
	<u>\$ 1,089,096,597</u>	<u>\$ 1,075,038,546</u>

SALINAS VALLEY MEMORIAL HOSPITAL
STATEMENTS OF REVENUE AND EXPENSES - BUDGET VS. ACTUAL
March 31, 2023

	Month of March,				Nine months ended March 31,			
	Actual	Budget	Variance	% Var	Actual	Budget	Variance	% Var
Operating revenue:								
Gross billed charges	\$ 254,729,100	\$ 215,925,569	38,803,531	17.97%	\$ 2,120,221,112	\$ 1,871,145,389	249,075,723	13.31%
Deductions from revenue	204,884,162	167,906,681	36,977,481	22.02%	1,653,983,531	1,445,569,827	208,413,704	14.42%
Net patient revenue	49,844,938	48,018,888	1,826,050	3.80%	466,237,581	425,575,561	40,662,020	9.55%
Other operating revenue	1,259,573	1,374,687	(115,114)	-8.37%	7,610,514	12,372,180	(4,761,666)	-38.49%
Total operating revenue	51,104,511	49,393,575	1,710,936	3.46%	473,848,095	437,947,741	35,900,354	8.20%
Operating expenses:								
Salaries and wages	17,092,063	17,095,035	(2,972)	-0.02%	154,572,504	145,720,564	8,851,940	6.07%
Compensated absences	2,771,127	2,377,608	393,519	16.55%	25,363,013	26,138,343	(775,330)	-2.97%
Employee benefits	7,835,465	7,462,759	372,706	4.99%	69,460,389	64,466,536	4,993,853	7.75%
Supplies, food, and linen	7,200,939	6,417,896	783,043	12.20%	61,296,803	56,736,448	4,560,355	8.04%
Purchased department functions	4,424,389	3,491,015	933,374	26.74%	37,490,274	31,419,032	6,071,242	19.32%
Medical fees	2,562,755	2,026,754	536,001	26.45%	18,921,225	18,240,788	680,437	3.73%
Other fees	3,182,995	1,812,561	1,370,434	75.61%	26,644,274	17,980,027	8,664,247	48.19%
Depreciation	1,879,470	1,939,805	(60,335)	-3.11%	18,507,794	17,296,648	1,211,146	7.00%
All other expense	2,613,161	1,767,161	846,000	47.87%	14,356,188	15,729,470	(1,373,282)	-8.73%
Total operating expenses	49,562,364	44,390,595	5,171,769	11.65%	426,612,464	393,727,857	32,884,607	8.35%
Income from operations	1,542,147	5,002,980	(3,460,833)	-69.18%	47,235,631	44,219,884	3,015,747	6.82%
Non-operating income:								
Donations	167,066	166,667	399	0.24%	5,759,969	1,500,000	4,259,969	284.00%
Property taxes	333,333	333,333	(0)	0.00%	3,000,000	3,000,000	0	0.00%
Investment income	4,103,760	129,915	3,973,845	3058.79%	4,345,236	1,169,239	3,175,997	271.63%
Income from subsidiaries	(3,285,756)	(3,655,501)	369,745	-10.11%	(31,168,725)	(31,315,358)	146,633	-0.47%
Total non-operating income	1,318,403	(3,025,586)	4,343,989	-143.58%	(18,063,520)	(25,646,119)	7,582,599	-29.57%
Operating and non-operating income	\$ 2,860,550	\$ 1,977,394	883,156	44.66%	\$ 29,172,111	\$ 18,573,765	10,598,346	57.06%

SALINAS VALLEY MEMORIAL HOSPITAL
PATIENT STATISTICAL REPORT
For the month of Mar and nine months to date

	Month of Mar		Nine months to date		Variance
	2022	2023	2021-22	2022-23	
<u>NEWBORN STATISTICS</u>					
Medi-Cal Admissions	33	42	365	338	(27)
Other Admissions	89	87	870	777	(93)
Total Admissions	122	129	1,235	1,115	(120)
Medi-Cal Patient Days	53	71	562	543	(19)
Other Patient Days	151	136	1,437	1,294	(143)
Total Patient Days of Care	204	207	1,999	1,837	(162)
Average Daily Census	6.6	6.7	7.3	6.7	(0.6)
Medi-Cal Average Days	1.8	1.8	1.6	1.7	0.1
Other Average Days	0.9	1.7	1.7	1.7	0.0
Total Average Days Stay	1.8	1.7	1.6	1.7	0.0
<u>ADULTS & PEDIATRICS</u>					
Medicare Admissions	398	403	3,100	3,622	522
Medi-Cal Admissions	272	303	2,145	2,665	520
Other Admissions	390	281	2,727	2,811	84
Total Admissions	1,060	987	7,972	9,098	1,126
Medicare Patient Days	1,668	1,543	13,537	15,408	1,871
Medi-Cal Patient Days	947	1,348	9,109	10,933	1,824
Other Patient Days	1,511	1,025	9,289	10,570	1,281
Total Patient Days of Care	4,126	3,916	31,935	36,911	4,976
Average Daily Census	133.1	126.3	116.6	134.7	18.2
Medicare Average Length of Stay	4.2	3.8	4.3	4.3	(0.1)
Medi-Cal Average Length of Stay	3.4	3.8	3.5	3.6	0.1
Other Average Length of Stay	3.9	2.9	2.6	3.0	0.4
Total Average Length of Stay	3.9	3.5	3.4	3.6	0.2
Deaths	20	32	254	229	(25)
Total Patient Days	4,330	4,123	33,934	38,748	4,814
Medi-Cal Administrative Days	4	0	191	81	(110)
Medicare SNF Days	0	0	0	0	0
Over-Utilization Days	0	0	0	0	0
Total Non-Acute Days	4	0	191	81	(110)
Percent Non-Acute	0.09%	0.00%	0.56%	0.21%	-0.35%

**SALINAS VALLEY MEMORIAL HOSPITAL
PATIENT STATISTICAL REPORT
For the month of Mar and nine months to date**

	<u>Month of Mar</u>		<u>Nine 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	273	316	2,447	2,712	265
Heart Center	406	345	2,541	3,144	603
Monitored Beds	671	669	6,755	6,088	(667)
Single Room Maternity/Obstetrics	337	325	3,218	3,036	(182)
Med/Surg - Cardiovascular	695	877	6,359	8,416	2,057
Med/Surg - Oncology	332	290	2,552	2,502	(50)
Med/Surg - Rehab	595	462	4,085	4,723	638
Pediatrics	148	99	856	1,155	299
Nursery	204	207	1,999	1,837	(162)
Neonatal Intensive Care	130	114	1,008	1,242	234
<u>PERCENTAGE OF OCCUPANCY</u>					
Level I	67.74%	78.41%	68.70%	685.23%	
Heart Center	87.31%	74.19%	61.82%	688.47%	
Monitored Beds	80.17%	79.93%	91.31%	740.63%	
Single Room Maternity/Obstetrics	29.38%	28.33%	31.74%	269.52%	
Med/Surg - Cardiovascular	49.82%	62.87%	51.57%	614.31%	
Med/Surg - Oncology	82.38%	71.96%	71.65%	632.17%	
Med/Surg - Rehab	73.82%	57.32%	57.34%	596.67%	
Med/Surg - Observation Care Unit	0.00%	79.51%	0.00%	752.19%	
Pediatrics	26.52%	17.74%	17.36%	210.77%	
Nursery	39.88%	40.47%	22.11%	182.85%	
Neonatal Intensive Care	38.12%	33.43%	33.44%	370.87%	

SALINAS VALLEY MEMORIAL HOSPITAL
PATIENT STATISTICAL REPORT
For the month of Mar and nine months to date

	<u>Month of Mar</u>		<u>Nine 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	84	120	1,171	1,072	(99)
C-Section deliveries	36	35	387	347	(40)
Percent of C-section deliveries	42.86%	29.17%	33.05%	32.37%	-0.68%
<u>OPERATING ROOM</u>					
In-Patient Operating Minutes	22,796	19,715	172,866	183,147	10,281
Out-Patient Operating Minutes	29,730	31,128	225,349	243,228	17,879
Total	52,526	50,843	398,215	426,375	28,160
Open Heart Surgeries	13	10	109	125	16
In-Patient Cases	167	143	1,252	1,258	6
Out-Patient Cases	295	316	2,263	2,485	222
<u>EMERGENCY ROOM</u>					
Immediate Life Saving	17	47	295	293	(2)
High Risk	525	802	4,181	5,393	1,212
More Than One Resource	2,704	2,842	23,056	26,526	3,470
One Resource	1,492	1,774	14,821	18,792	3,971
No Resources	60	133	753	855	102
Total	<u>4,798</u>	<u>5,598</u>	<u>43,106</u>	<u>51,859</u>	<u>8,753</u>

SALINAS VALLEY MEMORIAL HOSPITAL
PATIENT STATISTICAL REPORT
For the month of Mar and nine months to date

	<u>Month of Mar</u>		<u>Nine 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 Mar and nine months to date

	<u>Month of Mar</u>		<u>Nine 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	<u>183</u>	<u>167</u>	<u>1,316</u>	<u>1,153</u>	<u>-163</u>
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	<u>3,287</u>	<u>3,167</u>	<u>21,970</u>	<u>20,434</u>	<u>-1,536</u>
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	<u>246</u>	<u>224</u>	<u>1,893</u>	<u>1,707</u>	<u>-186</u>
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	<u>5,417</u>	<u>7,068</u>	<u>41,703</u>	<u>49,246</u>	<u>7,543</u>
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	<u>74</u>	<u>92</u>	<u>596</u>	<u>639</u>	<u>43</u>
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	<u>127,272</u>	<u>112,815</u>	<u>773,317</u>	<u>758,610</u>	<u>-14,707</u>
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	<u>30,122</u>	<u>22,913</u>	<u>161,027</u>	<u>140,957</u>	<u>-20,070</u>
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	<u>2,355</u>	<u>2,566</u>	<u>17,860</u>	<u>18,392</u>	<u>532</u>

SALINAS VALLEY MEMORIAL HOSPITAL
PATIENT STATISTICAL REPORT
For the month of Mar and nine months to date

	<u>Month of Mar</u>		<u>Nine 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: April 13, 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.	Infection Prevention Program Plan	Added CDPH alerts. Updated dates. Added CMS and Cal OSHA reporting requirements. Goals updated. References updated.	Dr. Radner, CMO
2.			
3.			



Last Approved N/A
Last Revised 03/2023
Next Review 1 year after approval

Owner **Melissa Deen:**
Infection Prevention Manager
Area **Plans and Program**

Infection Prevention Program Plan

I. PURPOSE:

This plan describes the infection control program of Salinas Valley Memorial Healthcare System (SVMHS) and Out-patient clinics, which is designed to provide for the coordination of all infection surveillance, prevention activities, and to deliver safe, cost-effective care to our patients, staff, visitors, and others in the healthcare environment (with emphasis on populations at high risk of infection). The program is designed to prevent and reduce hospital-associated infections and provide information and support to all staff regarding the principles and practices of Infection Prevention (IP) in order to support the development of a safe environment for all who enter the facility. The Infection Prevention Plan will be reviewed annually to determine its effectiveness in meeting the goals of the program.

The plan provides oversight to the:

- Completion and evaluation of the Infection Prevention Risk Assessment
- Establishment of Infection Prevention Goals
- Identification of Surveillance Activities
- Review of Infection Prevention Data
- Preparation of emergency management activities to deal with the surge of agents/individuals
- Education of all staff to insure broad understanding of Infection Prevention strategies and individual requirements

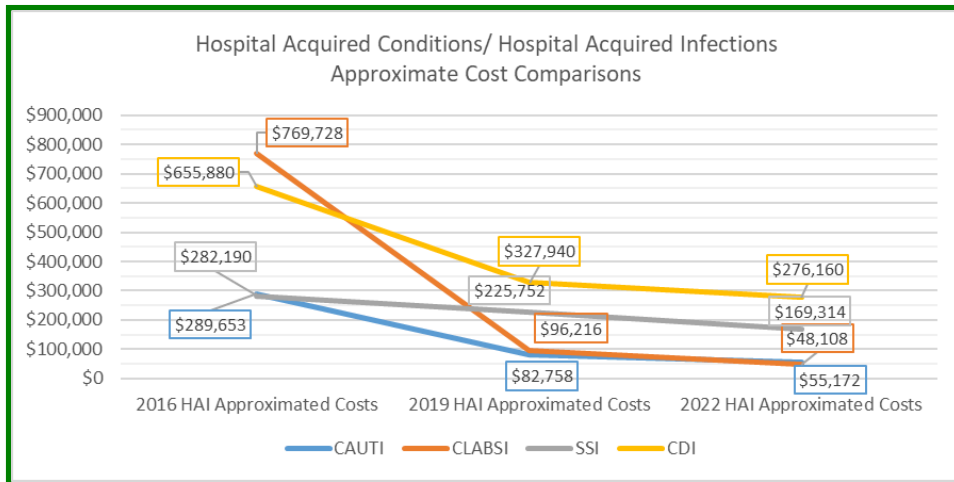
The Plan guides all components of the hospital-the governing board, medical staff, administration, management and staff, including clinical and non-clinical services-toward obtaining excellent patient outcomes that reduce the impact of healthcare associated infections.

II. INFECTION CONTROL SCOPE OF SERVICES/ PROCESSES/STRUCTURE:

Geographic location and community environment

Salinas Valley Memorial Hospital is part of Salinas Valley Memorial Healthcare System (SVMHS). The healthcare system is an integrated network of health care programs and services and at the core is a level 2, public district hospital with 263 beds, which employs approximately 1600 full time employees, located in the town of Salinas, the county of Monterey on the central coast of the state of California. SVMHS has specialty clinics located throughout the region, most which are centrally located next to the hospital. Specialized programs include the Comprehensive Community Cancer Program, Joint Replacement Center, Regional Spine Center, Women and Children Center, Salinas Valley Medical Clinic, Stroke Center, Taylor Farms Family Health and Wellness Center in Gonzales, Outpatient Infusion Center and the Regional Wound Healing Center. In addition, the hospital has a Level III neonatal Intensive Care Unit (NICU), and expanded Level II Emergency Department. In ~~2020~~2022, there were ~~11,18,989~~191 hospital admissions, with, ~~46,42,021~~422 patient days. Emergency service ~~total visits: 49~~ for 2022 was ~~65,271,740~~. OR surgical services preformed ~~43,821~~495 cases in ~~2020~~2022, with average of ~~139.26~~ cases per day.

Infection Prevention Financial Data Summary is based on Agency for Healthcare Research and Quality (AHRQ) National Scorecard Report from 2017. AHRQ summary of meta-analysis additional cost estimates for Hospital-Acquired Conditions (HAC's) or Hospital Acquired Infections (HAI's) Estimated costs (95% confidence interval) per HAI ranging per event. Salinas Valley Health Medical Center had an approximate cost loss in 2016 for Catheter Associated Urinary Tract Infection (CAUTI) \$289,653, then in 2019 \$82,758, then in 2022 \$55,172. Central-line Associated Bloodstream Infections (CLABSI) approximate cost loss in 2016 \$769,728, then 2019 \$96,216, 2022 was \$48,108. Surgical Site Infections (SSI) approximate cost losses for 2016 \$282,190, in 2019 \$225,752, then 2022 \$169,314. Lastly, C.difficile Infections (CDI) approximate cost loss for 2016 \$655,880, in 2019 \$327,940, to \$276,160 in 2022. (See below graph) In summary, HAC/HAI costs have reduced from 2016 in comparison to 2022. Salinas Valley Health Medical Center performance improvement measures for HAC/HAI's have made positive strides in prevention hospital acquired infections and provided improvements in patient outcomes.



SVMHS serves Monterey County communities, which includes Salinas, Seaside, Monterey, Soledad, Marina, Prunedale, Greenfield, Pacific Grove, King City, Gonzalez, and all other surrounding communities. Salinas SVMHS serves adjacent communities, such as, Watsonville, Santa Cruz, San José, Big Sur, and Aptos. Monterey County area is surrounded by hills, mountains, streams and the Pacific Ocean 15 miles to the west. The economy is primarily based upon tourism in the coastal regions and agriculture in the Salinas River Valley. Most of the county's people live near the northern coast and Salinas Valley, while the southern coast and inland mountain regions are sparsely populated. Per 2020 National Census, the county's population was 433,168, 257,721 of the population are Hispanic the county seat and largest city is Salinas. The City of Salinas population in 2017 157,596, with a population decrease since 2000 by -0.01% Patient population mix consists of African American 2.5%, American Indian 0.2%, Asian 5.6%, Hispanic 57.9%, and White 30.6%, which includes local residents, the homeless, and immigrants and seasonal farm workers.. Per 2020 census 91.3% of Monterey, county residents speak Spanish; 2.1% speak Tagalog. Estimated median household income from 2020 Census Bureau for Monterey County residents is \$128,227 annually.

Reported by Monterey County Public Health [in](#), 2012; Epidemiological Impact of Communicable Diseases that SVMHS that would potentially impact SVMHS:

- Specific diseases or conditions that showed a statistically significant increase in incidence rates were campylobacteriosis, chlamydia, coccidioidomycosis, E. coli non-O157 (STEC), chronic hepatitis C, pertussis, and early syphilis.
- The most commonly reported enteric illnesses were campylobacteriosis, salmonellosis, and shigellosis. Affected population groups differed between these enteric pathogens, but in general, incidence rates were highest among children less than 15 years old.
- Sexually transmitted infections (STIs) represented the largest portion of diseases reported in Monterey County. Individuals age 15 to 24 accounted for the majority of reported chlamydia and gonorrhea cases. African Americans and Others (comprised of individuals of Native American/Alaskan Native, Multiracial, and Other racial groups) were **disproportionally** affected by chlamydia and gonorrhea. Men who have sex with men (MSM) were disproportionately affected by syphilis.
- Pertussis remained prevalent among Monterey County residents. Rates were highest among children less than 15 years of age, Hispanics, Asian/Pacific Islanders, and Whites. Asian/

Pacific Islanders were disproportionately affected by chronic hepatitis B and tuberculosis (TB).

- Rates of newly reported chronic hepatitis C among non-correctional based community members have increased since 2003. Overall, rates were highest among males age 45 to 64 years old. African Americans were disproportionately affected. Incidence of coccidioidomycosis increased among Monterey County residents. Rates were highest among residents of South County, individual's ages 25 to 64 years, and African Americans.
- CDPH alerts for disseminated gonococcal infections November, 2020
- MCPHD outbreaks of Syphilis in pregnant women and women of childbearing age, April 2019. Then again in 2022, with increased incidence in mothers with congenital disease with increased transmission to infants.
- MCPHD increases in Tuberculosis cases in 2019-2021
- ~~Based on September 2019 MCPHD Provider update (2019 vs 2018):~~
 - ~~Decrease in Hepatitis C, Chronic, Gonorrhea, Coccidioidomycosis, Syphilis, and HIV cases.~~
 - ~~Increases in Chlamydia, Campylobacteriosis, Pertussis, Shigellosis cases.~~

CDPH/MCPHD alerts to communicable disease outbreaks either nationally, state or local in the last year:

- SARS-CoV-2 Pandemic updates regarding status of the outbreak, healthcare workers vaccination guidelines and other CDPH guidelines and/or regulations
- Pediatric Hepatitis and Adenovirus infection, April 2022
- Highly Pathogenic Avian Influenza A(H5N1) Virus: Recommendations for Human Health Investigations and Response, April 2022
- Monkeypox Virus Infection alerts & updates, May 2022
- CDPH Healthcare Provider Monkeypox Health Advisory, June 23, 2022
- Human Parechovirus (PeV) in the United States - 2022
- Variant Influenza Virus Infections: Recommendations for Identification, Treatment, and Prevention for Summer and Fall 2022
- Severe Respiratory Illnesses Associated with Rhinoviruses and/or Enteroviruses Including EV-D68 – Multistate, September 2022
- CDPH Health Advisory: Early Respiratory Syncytial Virus Activity and Use of Palivizumab, October 2022
- Outbreak of Ebola virus disease (Sudan ebolavirus) in Central Uganda, October 2022
- Guidance for Response to Surge in Respiratory Viruses among Pediatric Patients, November 2022
- Early Respiratory Syncytial Virus and Seasonal Influenza Activity November 12, 2022
- Shigella XDR (nationally), March 2023
- Emergence of Candida auris in Healthcare Facilities in Northern California, February 2023

The hospital has identified the Infection Prevention Manager as the individual with clinical authority over

the infection prevention program. The Infection Preventionist (IP) is a qualified individual that manages the ongoing infection prevention program. Qualifications include appropriate education and training, with a goal for obtaining & maintaining certification (CIC) in infection control.

The Infection Preventionist's role is ongoing with regular over site and collaborative efforts in surveillance, specific environmental monitoring, continuous quality improvement, consultation, committee involvement, outbreak and isolation management, and regulatory compliance and education.

The infection prevention function reports to the Senior Administrative Director of Quality & Safety, who reports to Chief Medical Officer and the SVMHS Administration. Responsibilities of the infection Preventionist include, but are not limited to:

- Managing the Infection Prevention Program under the direction of the Pharmacy & Therapeutics/Infection Prevention Committee.
- Collecting and coordinating data collection, tabulation and reporting of healthcare-associated and communicable infections
- Facilitating the ongoing monitoring of the effectiveness of prevention/control activities and interventions
- Educating selected patients, families and hospital staff about infection prevention principles
- Serving as a consultant to patients, employees, physicians and other licensed independent practitioners, contract service workers, volunteers, students, visitors and community agencies
- Taking action on recommendations of the Pharmacy & Therapeutics/Infection Prevention Committee and Environment of Care Committee
- Surveillance Rounds in clinical areas
- Active Participation in the Antimicrobial Stewardship Program

The Pharmacy & Therapeutics/Infection Prevention Committee sanctioned by the Medical Staff Committee and is a multidisciplinary team. The Medical Director for Infection Prevention is an Infectious Disease Physician and Committee member. The IP Medical Director works collaboratively with the infection preventionist for administration and management of the infection control program. The committee membership is responsible for the development and implementation of strategies for components/functions of the Infection Prevention Program and includes representation from the Medical Staff, Administration, Nursing Service, Safety, Physician Office Practices, Laboratory, Performance Improvement, EVS, Operating Room, Pharmacy and Community Health. Determining the effectiveness of the key processes for preventing infections is an ongoing function of the Committee. Pharmacy & Therapeutics/Infection Prevention Committee meeting minutes are reported to the Medical Staff Committee, then to SVMHS Administration and Board of Directors to include assessing the adequacy of resources allocated to support infection prevention activities.

III. AUTHORITY:

A. Integration of Hospital Components and Functions into Infection, Prevention Activities

Infection prevention is integrated into clinical departments. Clinical departments identify department specific infection prevention concerns. From the concerns, department specific

infection prevention policies are developed. Each department's specific infection prevention policies are reviewed/ revised every 3 years. The department director/manager or designee and infection preventionist discuss propose revisions before submitting to Pharmacy & Therapeutics/Infection Prevention Committee for approval. After approval, the policies are reviewed and approved by Medical Staff, then SVMHS Administration and the Board of Directors. Once final approval is obtained, the infection preventionist communicates decisions made to the department director/manager. Major policy revisions or changes are also discussed at the Pharmacy & Therapeutics/Infection Prevention Committee and Quality Interdisciplinary Committee before implementation.

Infection Prevention Policies are developed to guide the practice and provide consistency in application of principles throughout the organization. These policies are available on the SVMHS ~~Intranet~~^{Intra-net} called the "STARnet" and are communicated to staff upon hire, on a yearly basis, during safety and leadership meetings, and as updates or changes occur.

IV. DEFINITIONS:

N/A

V. STRATEGIES:

A. RISK ASSESSMENT

An annual assessment/reassessment is conducted to determine the presence and changing needs of the organization and surrounding community to assist in the design and development of appropriate facility specific strategies to address the unique and emerging characteristics of the hospital environment. The hospital evaluates risk for the transmission and acquisition of infectious agents throughout the hospital and is based on the collection of the following information:

- Identify risks for transmission of infectious diseases based on patient/community demographics, medical services provided and epidemiological trends.
- The characteristics of the population served
- The results of the hospital's infection prevention data

The Risk Assessment is completed on at least an annual basis or whenever significant changes are noted to occur in any of the above stated criteria.

Once the risks are identified, the organization prioritizes those risks that are of epidemiological significance.

The tool was revised to specifically capture the risk of acquiring or transmitting central line bloodstream infections, multi drug resistant organisms and surgical site infections, and catheter associated urinary tract infections.-

B. STRATEGIES TO ADDRESS THE PRIORITIZED RISKS

Specific strategies are developed and implemented to address the prioritized risks. These strategies may take the form of policy and procedure establishment, surveillance and monitoring activities, education and training programs, environmental and engineering controls, or combinations thereof.

General Scope and Activities of the Infection Control Program

1. Maintenance of a sanitary physical environment, including but not limited to high and low level disinfection
2. Management of staff, physicians and other personnel including but not limited to screening for exposure and/or immunity to infectious diseases
3. Mitigation of risk associated with patient infections present on admission
4. Mitigation of risks contributing to healthcare associated infections
5. Active surveillance
6. Communication / coordination with outside agencies
7. [Pandemic Management](#)

C. ACTIVE SURVEILLANCE

The Infection Preventionist is responsible for facilitating hospital-wide surveillance, and processes for the prevention of infections. Surveillance methods include daily nursing unit rounding, review of positive lab culture reports, review of newly admitted patients, and referrals from Nursing, Case Management, and Physicians.

Based on the population served the following indicators were chosen for ~~2021~~2022 to guide infection control surveillance activities:

- All Healthcare Onset Central line Bloodstream Infections
- All Healthcare Onset Catheter Associated Urinary Tract Infections
- Central Line Insertion Practices (CLIP) & Compliance
- All Healthcare Onset Multi-Drug Resistant Organisms (MDRO), including:
 - Clostridium difficile Surveillance Facility-wide,
 - MRSA Bloodstream Infections Facility-wide
 - VRE Bloodstream Infections Facility-wide
- Infections such as multi-drug resistant organisms (MDRO), including admission & discharge screening and surveillance of MRSA per California Senate Bill 1058
- All Surgical Site Infections designated by CDPH & CMS via NHSN
- [CMS requirements for reporting Healthcare Worker Vaccination data for SARS-COV-2 into NHSN](#)
- [CDPH and Cal OSHA requirements for reporting SARS-COV-2 outbreaks in healthcare workers](#)
- CDPH Reportable Diseases, including Seasonal Influenza and Active Tuberculosis

patients

- Environment of Care Surveillance Rounds
- Hand Hygiene

The CDC/NHSN definitions are used in determining the presence of nosocomial infection. The comprehensive data collection process is based on current scientific knowledge, accepted practice guidelines, and all applicable law and regulation. NHSN is utilized as the database where all events (infections) are imputed, Conferred Rights to all mandated agency's (i.e. CDPH, CMS, etc.)

D. REGULATORY AGENCIES AND GUIDELINES

In addition, administrative involvement and Pharmacy & Therapeutics/Infection Prevention Committee and Environment of Care Committee facilitates the committee's/function's role as a compliance body, assuring guidelines and standards of regulatory and accreditation organizations are applied consistently throughout the organization. Guidelines and standards of the Occupational Safety and Health Administration (OSHA), The Joint Commission, the Center for Medicare and Medicaid Services (CMS), the Centers for Disease Control and Prevention (CDC), National Healthcare Safety Network (NHSN), The Association for Practitioners in Infection Control and Epidemiology (APIC), and California Department of Public Health (CDPH), state and federal laws are integrated into the organization's infection prevention policies as they are developed and compliance is monitored ongoing.

E. ROLE OF THE INFECTION PREVENTIONIST:

- Surveillance and evaluate identified clusters of infection
- Reduce incidence of preventable infection.
- Maintain formal and informal systems to identify trends in infection occurrence.
- Investigate and recommend action to resolve identified Infection Prevention concerns.
- Communication of significant problems to administration and medical staff through designated channels in a timely manner.
- Institutional policies and procedures for the surveillance, and prevention of infection:
 - Develop and maintain Infection Prevention Plan.
 - Define the activities of the Infection Prevention Department.
- Consultative services to departmental Infection Prevention Programs:
 - Assist departments to develop and implement department-specific procedures.
 - Assist departments to define their role and scope in the surveillance, and prevention of infection.
 - Assist departments with compliance with the requirements of regulatory and accrediting agencies.
 - Facilitate cost containment and revenue preservation.

- Collaborates with the SVMHS Employee Health Department:
 - Consults on processes/procedures to minimize and manage risks of infection to staff.
 - Receives reports, evaluates, and documents, and reports diseases of epidemiologic significance in employees, which are defined as any communicable disease.
- Education in Infection Prevention provided to hospital staff, including hospital employees, physicians, volunteers, and students.
- Liaison between the State and Local Public Health Department and SVMHS.

F. OUTBREAK MANAGEMENT

Outbreaks may be identified during surveillance activities. The infection control practitioner is authorized to take immediate action to control any outbreak utilizing sound epidemiologic principles in investigating its origin and root cause analysis. [See policy](#) [See policy](#) [OUTBREAK INVESTIGATION](#).

G. DEFINITIONS USED IN IDENTIFYING HEALTHCARE-ASSOCIATED INFECTIONS

The CDC/NHSN provides definitions for health-care associated infections for the purpose of creating statistics that are as comparable as possible to statistics cited in the literature. The CDC/NHSN updates the definitions bi-annually. It must be noted that the CDC/NHSN definitions are statistical definitions, NOT clinical definitions. Therefore, a clinical situation that warrants treatment may not always meet the CDC/NHSN definition of a HAI definition.

H. INTEGRATION OF THE INFECTION CONTROL PROGRAM INTO SVMH'S PERFORMANCE IMPROVEMENT PROGRAM

The infection prevention program is fully integrated with the hospital's overall process for assessing and improving organization performance. Risks, rates, and trends in health care-associated infections are tracked and trended over time. This information is used to improve prevention activities and to reduce nosocomial infection rates to the lowest possible levels. The infection prevention program works collaboratively with the employee health program to reduce the transmission of infections, including vaccine-preventable infections, from patients to staff and from staff to patients. Employee health data is also aggregated, tracked and trended over time to identify opportunities for improvement.

Management systems, including staff and data systems, assist in achieving these objectives. Such systems support activities including data collection, data analysis, interpretation, and presentation of findings using statistical tools. Findings from the Pharmacy & Therapeutics/ Infection Prevention Committee are provided to the Quality & Safety Committee, Medical Staff Committee, the SVMHS Administration and Board of Directors

The following infection prevention information is currently reported at least quarterly through the organization's performance improvement (PI) activities:

- CPDH Reportable Diseases, including Seasonal Influenza and Active Tuberculosis patients

- Catheter Associated Urinary Tract Infections (CAUTI)
- Central Line Associated Bloodstream Infections (CLABSI)
- Central Line Insertion Practices (CLIP) & Compliance
- Multi-Drug Resistant Organisms (MDRO) rates :
 - Clostridium difficile Surveillance Facility-wide,
 - MRSA Bloodstream Infections Facility-wide
 - VRE Bloodstream Infections Facility-wide
- Hand Hygiene Facility-wide
- Surgical Site Infections (per NHSN guidelines) on Cardiac (CBGB/CBGC), Caesarian Sections, Total Hip, Total Knee, Colectomy, Hysterectomy
- See Attachments: Risk Assessment Grid and Correlating Performance Improvement Plan

I. GOALS

Based on the Risk Assessment, SVMHS establishes goals on an annual basis to reflect the current trends and environmental factors of the hospital and community. The following goals are established yearly and additional goals are established as needed based on the ongoing assessments, surveillance, circumstance and data trends which shall include:

- Decrease CAUTI hospital-wide from SIR 0.543/0.143 in 2021 to 0.568 (2015 baseline) in 2020 173 in 2022. SIR Goal : HHS Goal = below 0.75
- Decrease CLABSI hospital-wide SIR 0.116/0.264 in 2021 to 0.213 (2015 baseline) in 2020 563 in 2022. SIR Goal : HHS Goal = below 0.5
- Decrease Utilization of Central Lines and Foley Catheters.
- Clostridium difficile, ongoing reduction facility-wide SIR 0.482/0.619 (2015 baseline) in 2020. HHS Goal by 2020 target goal with 30% reduction 256 in 2021, to 0.70631 in 2022. HHS Goal= below 0.70
- Sustain Hand Hygiene compliance rate >80%.
- Surgical Site Infections Reduction with implementing SSI prevention bundle.
- Decrease possible transmission of infection on portable equipment, reusable equipment, etc. evaluating EVS standards of practice & implementing tools to aid in improving EVS processes.
- Evaluating and monitoring of High and Low Level Disinfection processes hospital-wide.
- Environment of Care Surveillance
(IC 01.03.01 EP 4-5, IC 01.04.01 EP 1-5)

J. EMERGENCY PREPAREDNESS AND MANAGEMENT

Infection Preventionist(s) participate in the hospital wide emergency plan via the Hospital Incident Command System (HICS). In the HICS system, Biological / Infectious Disease Medical

Specialist will be called in as needed by the Incident Commander.

In the event of an influx of potentially infectious patients, there are multiple established resources for use. The hospital is part of Monterey County Emergency Response System who has an Emergency Manual for all the hospitals in the region listing resources regarding infectious patients, including bioterrorism. The Infection Prevention Department works collaboratively with the local and state health departments that serve as resources.

The infection prevention department receives updates from the local and state health departments regularly regarding emerging infections in the community and state, as well as surge capacity and syndrome surveillance. The syndromes monitored are asthma, diarrhea, gastroenteritis, vomiting, fever, rash, sepsis / septic shock, and chicken pox.

In the event that patterns are identified, the hospital communicates this information to licensed independent practitioners and staff. Medical Staff would be notified and would communicate the information to the medical providers via the medical staff structure. The nursing staff also has a similar structure and the Chief Nursing Officer would be notified and information communicated to Nursing Directors, Unit Managers for communication to staff. The hospital has an education department that can be of assistance if needed in staff education.

The hospital has developed a process that details the hospital's planned response to an influx of infectious patients. The plan addresses infectious control practices for patients, post exposure management, management of large scale exposures, post incident debriefing, laboratory support and CDC information if needed. If needed the hospital has a nurse-staffing plan that can be implemented to care for patients over an extended period of time.

Supporting documents:

- [EMERGING INFECTIOUS DISEASES INFECTION PREVENTION PANDEMIC PLAN](#)
- [ISOLATION - STANDARD AND TRANSMISSION BASED PRECAUTIONS](#)
- [EMPLOYEES EXPOSURES & PREVENTION PLANS: SPECIFIC DISEASE EXPOSURES AND WORK RESTRICTIONS](#)
- [EMERGENCY OPERATIONS PLAN](#)
- [INFLUENZA PANDEMIC PLAN](#)
- [Aerosol Transmitted Diseases Exposure Control Plan](#)
- [INFECTION PREVENTION AUTHORITY STATEMENT](#)

VI. ORIENTATION AND EDUCATION:

- A. Orientation, education and/or training is provided on an as needed basis.

VII. DOCUMENTATION:

- A. ANNUAL EVALUATION OF PLAN

The Infection Prevention Performance Improvement Report is updated/reviewed quarterly at Pharmacy & Therapeutics/Infection Prevention Committee meetings. New risks or changes in priorities are identified throughout the year. At the end of each year outcomes of each identified goal is determined and considered for inclusion in next year's plan. The revised Plan is taken to the Pharmacy & Therapeutics/Infection Prevention Committee and Environment of Care committee for final revisions and approval.

VIII. REFERENCES:

- A. The Joint Commission Infection Prevention and Control
- B. Title 22 Infection Control Program 70739
- C. APIC Text of Epidemiology and Infection Control and Epidemiology, Association for Professionals in Infection Control and Epidemiology (APIC), Inc., [2021-2023](#)
- D. National Healthcare Safety Network (NHSN) Patient Safety Component Manual January [2021-2023](#): https://www.cdc.gov/nhsn/pdfs/pscmanual/pcsmanual_current.pdf
- E. California Department of Public Health, Communicable Disease Data. <https://www.cdph.ca.gov/data/statistics/Pages/CDdata.aspx>.
- F. Monterey County Health Department, Communicable Diseases Report: Salinas, California: Public Health Bureau, Communicable Disease Unit. <https://www.co.monterey.ca.us/government/departments-a-h/health/public-health/communicable-disease-unit>
- G. US Census Bureau, <https://www.census.gov/data/tables/2020/dec/2020-apportionment-data.html>
- H. **NHSN Reports**, the webpage contains reports organized by the year of data included in the report. The annual reports include the Antimicrobial Resistance Reports, National and State-specific Healthcare-Associated Infections Progress Reports, and additional NHSN reports and resources; 2004 to 2020. <https://www.cdc.gov/nhsn/datastat/index.html>.
- I. The NHSN Standardized Infection Ratio (SIR), A Guide to the SIR. Updated 02/2021. <https://www.cdc.gov/nhsn/pdfs/ps-analysis-resources/nhsn-sir-guide.pdf>
- J. [Estimating the Additional Hospital Inpatient Cost and Mortality Associated With Selected Hospital-Acquired Conditions, 2017](#). <https://www.ahrq.gov/hai/pfp/haccost2017-results.html>

Attachments

[2023_2024 IP Risk Assessment Analysis.pdf](#)

[2023_2024 Risk Assessment PI Plan.doc](#)

Approval Signatures

Step Description

Approver

Date

MEC	Katherine DeSalvo: Director Medical Staff Services	Pending
P&T Committee	Mark Danek: Director of Pharmacy	04/2023
Policy Committees	Rebecca Alaga: Regulatory/ Accreditation Coordinator	03/2023
Policy Owner	Melissa Deen: Infection Prevention Manager	03/2023

Standards

No standards are associated with this document

History

Edited by Deen, Melissa: Infection Prevention Manager on 3/6/2023, 5:50PM EST

updated language and added content for CMS/JC requirements. Updated Risk Assessment and PI Plan with Strategic Plan summary

Last Approved by Deen, Melissa: Infection Prevention Manager on 3/6/2023, 5:50PM EST

Administrator override by Alaga, Rebecca: Regulatory/Accreditation Coordinator on 3/9/2023, 5:31PM EST

Template corrected

Rejected by Alaga, Rebecca: Regulatory/Accreditation Coordinator on 3/9/2023, 5:31PM EST

Sending back to start corrected approval workflow. Please accept to move through approval.

Last Approved by Deen, Melissa: Infection Prevention Manager on 3/9/2023, 5:43PM EST

Last Approved by Alaga, Rebecca: Regulatory/Accreditation Coordinator on 3/9/2023, 5:50PM EST

Policy Committee approved. Minor annual changes only.

Administrator override by PolicyStat Staff on 3/11/2023, 4:08PM EST

PolicyStat performed system maintenance. One or more images have been converted to inserted image attachments. To learn more visit our article "[Why were my images updated by System](#)"

Maintenance?"

Comment by Alaga, Rebecca: Regulatory/Accreditation Coordinator on 4/11/2023, 2:22PM EDT

@DeSalvo, Katherine: Director Medical Staff Services Mark please push approve button TODAY as this needs MEC approval this week to go to Board next week before survey!

Comment by DeSalvo, Katherine: Director Medical Staff Services on 4/11/2023, 4:34PM EDT

The plan needs to be reviewed by P&T/Infection Control Committee prior to MEC. MEC meets this Thursday and their agenda is already set.

Comment by Alaga, Rebecca: Regulatory/Accreditation Coordinator on 4/11/2023, 4:46PM EDT

@Woodrow, Lea: Director of Accreditation and Regulatory Compliance Kate, Lea said this already should have been approved at P&T. We need this to go to the Board next week so that we have an update for survey. Not sure why Mark has not approved yet?

Comment by Deen, Melissa: Infection Prevention Manager on 4/11/2023, 4:50PM EDT

@Alaga, Rebecca: Regulatory/Accreditation Coordinator@Woodrow, Lea: Director of Accreditation and Regulatory Complianc@DeSalvo, Katherine: Director Medical Staff Services

This was approved at last PT/IC on March 23rd.

Comment by DeSalvo, Katherine: Director Medical Staff Services on 4/11/2023, 5:01PM EDT

Please check with Mark Danke or his Admin. I have no referral from P&T and it did not report to Quality and Safety in April.

Comment by Deen, Melissa: Infection Prevention Manager on 4/11/2023, 5:07PM EDT

@Alaga, Rebecca: Regulatory/Accreditation Coordinator@Woodrow, Lea: Director of Accreditation and Regulatory Complianc@DeSalvo, Katherine: Director Medical Staff Services

This was presented and approved in Quality & Safety at Thursdays meeting.

Draft saved by Danek, Mark: Director of Pharmacy on 4/11/2023, 5:56PM EDT

Last Approved by Danek, Mark: Director of Pharmacy on 4/11/2023, 5:57PM EDT

*QUALITY AND EFFICIENT
PRACTICES COMMITTEE*

*Minutes of the April 17, 2023
Quality and Efficient Practices Committee
will be distributed at the Board Meeting*

(CATHERINE CARSON)

FINANCE COMMITTEE

*Minutes from the April 17, 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: Finance Committee

Agenda Item: Consider Recommendation for Board of Directors Approval of Seventh Amendment California Commercial Property Management Agreement

Executive Sponsor: Clement Miller, Chief Operating Officer
Gary Ray, Chief Administrative Officer
Earl Strotman, Director Facilities Management & Construction

Date: April 11, 2023

Executive Summary

Salinas Valley Health requires Property Management services for a number of off-site locations servicing the needs of patients, visitors and staff served under the Salinas Valley Health umbrella.

Background/Situation/Rationale

Salinas Valley Health initially entered into a Property Management Services agreement with California Commercial Real Estate Services in 2015 with a contract servicing the property management needs of 17 buildings; 3 of which were owned and occupied, 6 owned and shared occupation, and 8 leased properties. Six subsequent amendments have added an additional 19 buildings of various usages while eliminating 1 building from this roster (Totaling 35 buildings).

Property Management services remain required for these properties. Owned properties require routine and unforeseen maintenance, housekeeping and fire life safety services as well as timely payments of taxes, fees and other operating expenses required for commercial occupancy and use. Owned and shared occupation buildings require lease administration, customer service, housekeeping and fire life safety services required for commercial occupancy and use. Leased properties require lease administration to ensure we are receiving services provided per contract stipulations.

Present vendor for Property Management services meets expectations and has a good rapport with both owner's representative and building stakeholders of all Salinas Valley Health properties. Vendors Schedule of Compensation(s) for both Administrative fees and Direct expenses fall within the Median projectile (West/Northwest) of the 2022 Real Estate Compensation survey and as such is considered a good value for services rendered.

Pillar/Goal Alignment:

Service People Quality Finance Growth Community

Financial Implications

The essential terms of the proposed Lease are as follows:

Key Contract Terms	California Commercial Real Estate Services																				
1. Proposed effective date	June 1, 2023																				
2. Term of agreement	Three (3) years commencing June 1, 2023 <ul style="list-style-type: none"> • Collect rents, security deposits, and other charges due Owner. • Establish tenant relationships, renew expiring leases, and negotiate tenant expansions. • Prepare disbursements for loan payments, operating expenses including Agents' reasonable expenses. • Receive tenant communications on behalf of Owner. • Ensure tenant compliance with lease provisions. • Other duties assigned by Owner and agreed upon by Property Manager. 																				
3. Renewal terms	Direct Labor up to 5% annually																				
4. Termination	30 days written notice with or without cause by either party.																				
5. Cost	<table border="1"> <thead> <tr> <th></th> <th>Management Fee</th> <th>Labor Expense (5% Incr. Yr2/3)</th> <th>Total</th> </tr> </thead> <tbody> <tr> <td>Year 1</td> <td>132,000</td> <td>401,515</td> <td>533,515</td> </tr> <tr> <td>Year 2</td> <td>132,000</td> <td>421,591</td> <td>553,591</td> </tr> <tr> <td>Year 3</td> <td>132,000</td> <td>442,670</td> <td>574,670</td> </tr> <tr> <td>Total</td> <td>396,000</td> <td>1,265,776</td> <td>1,661,776</td> </tr> </tbody> </table>		Management Fee	Labor Expense (5% Incr. Yr2/3)	Total	Year 1	132,000	401,515	533,515	Year 2	132,000	421,591	553,591	Year 3	132,000	442,670	574,670	Total	396,000	1,265,776	1,661,776
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Year 1	132,000	401,515	533,515																		
Year 2	132,000	421,591	553,591																		
Year 3	132,000	442,670	574,670																		
Total	396,000	1,265,776	1,661,776																		
6. Budgeted (indicate y/n)	Yes																				

Schedule: April XX, 2023 – Anticipate Board Approval for Lease.

Recommendation

Consider recommendation for Board of Directors to approve Seventh Amendment to Management Agreement between Salinas Valley Health and California Commercial Real Estate Services for a 3 (three) year term commercial property services contract in the amount of \$1,661,776.00.

Attachments

- Attachment 1: Seventh Amendment to Management Agreement

SEVENTH AMENDMENT TO MANAGEMENT AGREEMENT

THIS SEVENTH AMENDMENT TO MANAGEMENT AGREEMENT ("Seventh Amendment") is made and entered into March 1, 2023 ("Effective Date"), between SALINAS VALLEY MEMORIAL HEALTHCARE SYSTEM, a local health care district, operating as Salinas Valley Health, maintaining an office at 450 East Romie Lane, Salinas, California (hereinafter referred to as "Owner"), and CALIFORNIA COMMERCIAL REAL ESTATE SERVICES, a California corporation, maintaining an office at 1800 Quail St., Suite 100, Newport Beach, California (hereinafter referred to as "Agent"). Owner designates Agent as the exclusive managing Agent for Owner's real property listed on Schedule 1 – Property List (the "Property List"), each property on the list hereinafter referred to as the "Building" or the "Property").

RECITALS

- A. Owner and Agent entered into that certain Management Agreement dated June 1, 2018, First Amendment dated November 30, 2018, Second Amendment dated March 27, 2019, Third Amendment dated May 22, 2019, Fourth Amendment dated July 1, 2019, Fifth Amendment dated August 11, 2020, and Sixth Amendment dated June 1, 2021 executed thereafter (said agreement, including any other addenda or amendments thereto are collectively referred to as the "Agreement") to operate and manage the Property List.
- B. The parties desire to clarify Leasing Commissions.
- C. Owner desires to add one (1) property, remove one (1) property, and amend the square footage of one (1) property on the Property List and Agent agrees to such changes.
- D. Parties agree to amend the schedule of compensation and direct expense reimbursements on the terms and conditions set forth.
- E. The Term of the Agreement expires on May 31, 2023. The parties desire to renew the Agreement for three (3) years.

For good and valuable consideration, Owner and Agent agree as follows:

AGREEMENT

1. **Definitions.** All capitalized terms in this Seventh Amendment that are not defined herein shall have the meanings provided in the Agreement.
2. **Term.** The Term of the Agreement shall be extended by an additional thirty-six (36) month period, commencing June 1, 2023 and shall expire on May 31, 2026 (the “Extension Term”).
3. **Schedule 2.1 – Schedule of Compensation.** Effective June 1, 2023, ‘Section 2.1.1 – Property Administration Fee’ on Schedule 2.1 is deleted in its entirety and replaced with the following:

“2.1.1. Property Administration Fee

	Description	Annual Fee
1	Management Fee	\$132,000.00

Agent’s annual compensation for its property management services shall be paid in twelve (12) equal installments of \$11,000.00 per month.

4. **Schedule 2.2 – Agent’s Direct Expenses.** Effective June 1, 2023, ‘Schedule 2.2 – Agent’s Direct Expenses’ is deleted in its entirety and replaced with the following:

2.2.1 Agent’s estimated direct reimbursement for Agent’s cost to perform the on-site property management and building engineering services for the properties listed on Schedule 1 is listed below:

	Description	Wage	Burden	Annual Fee
1	Property Manager – Labor	\$105,000.00	\$36,750.00	\$141,750.00
2	Building Engineers – Labor	\$118,000.00	\$41,300.00	\$159,300.00
3	Administrative Assistant – Labor	\$47,750.00	\$16,715.00	\$64,465.00
4	Service Van(s)			\$36,000.00
	Total	\$270,750.00	\$94,765.00	\$401,515.00

2.2.2 Agent's estimated labor cost is based on a forty (40) hour work week and does not include premium time. The labor rate for after-hour emergency response shall be invoiced at the appropriate rate pursuant to Section 2.5.2 of Schedule 2.5.

2.2.3 Agent's annual compensation for the above payroll costs shall be invoiced and paid every two (2) weeks, or twenty-six (26) payroll installments. The Service Van shall be invoiced and paid in twelve (12) equal installments.

2.2.4 Agent may increase Agent's direct labor expenses by up to five percent (5.0%) for merit and performance increases on each anniversary of this Agreement's Term.

2.2.5 Owner and Agent recognize the value and importance of Agent's on-site personnel. To facilitate retention of Agent's on-site personnel, with Owner's written approval, on an annual basis Agent may adjust the on-site's staff cash compensation (wage and performance bonus) to reflect current market conditions. Agent's cash compensation program shall target the 25th to 75th percentile for each position as reported in CEL's Annual National Real Estate Compensation and Benefit Survey for the West/Northwest geographic region. If the CEL Benefit Survey shall cease to exist for a particular year, Owner and Agent shall agree to utilize a comparable report or survey published for the geographic region.

5. **Schedule 2.3 – Commissions.** Effective June 1, 2023, the following shall be added to the end of 'Section 2.3.1' on Schedule 2.3:

“For new leases or renewals that Agent negotiates on behalf of Owner whereby Owner is the tenant, Agent shall make reasonable efforts to collect from the landlord the brokers' leasing commission, pursuant to the Leasing Commissions table above (“Commission”). In the event a landlord is not willing to pay some or all of the Commission, Owner shall pay to Agent the difference, or all, of the Commission pursuant to the table above. (Examples for clarification purposes: (1) on a new lease agreement, a landlord agrees to pay 3% commission, then Owner shall pay the difference, or 2% commission to Agent; or (2) on a renewal agreement, a landlord agrees to pay 2.5% commission, then Owner shall not pay Agent a commission).”

6. **Schedule 2.5 – Optional Services.** Effective June 1, 2023, 'Section 2.5.2' on Schedule 2.5 is deleted in its entirety and replaced with the following:

2.5.2 Each project will be based on a not to exceed proposal based on the following hourly rate schedule:

Principal	\$250.00
Property Manager	\$185.00
Chief Engineer	\$185.00
Building Engineer	\$105.00
Project Manager	\$210.00
Project Engineer	\$175.00
Accountants/Financial Analysis	\$100.00
Administrative/Clerical	\$75.00

7. **Schedule 1 – Property List.** Effective July 22, 2022, the property located at 1260 S. Main Street, Salinas, California containing approximately 2,384 square feet shall be added to Property List – Property Group 3, bolded below for reference.
8. **Schedule 1 – Property List.** Effective March 15, 2022, the square footage measurements for the property located at 241 Abbott Street, Salinas, California shall be increased to be approximately 154,651 square feet, which shall be amended on ‘Schedule 1 – Property List’.
9. **Schedule 1 – Property List.** Effective January 31, 2023, the property located at 535 E. Romie, Salinas, California shall be removed from ‘Schedule 1 – Property List’.
10. **‘Schedule 1 – Property List’** is deleted in its entirety and replaced with the following:

Schedule 1 – Property List

Property Group 1 – SVMH Owned, SVMH Occupied

<u>Address</u>	<u>Description</u>
355 Abbott Street, Salinas, CA	47,718 SF (SVMC: 1 st Floor – PrimeCare, 2 nd Floor – Diabetes and Endocrine Center)

240 San Jose Street, Salinas, CA	9,041 SF (SVMH: Nancy Ausonio Mammography Center)
850 Fifth Street, Gonzales, CA	19,458 SF (SVMC: Taylor Family Farms Health and Wellness Center)
440 E. Romie Lane, Salinas, CA	4,848 SF (SVMH: Regional Woundcare Center)
515 E. Romie Lane, Salinas, CA	7,180 SF (SVMH: Infusion Center)

Property Group 2 – SVMH Owned, SVMH or Third-Party Tenant Occupied

<u>Address</u>	<u>Description</u>
611 Abbott Street, Salinas, CA	34,051 SF (SVMC: 1 st floor: Precision Orthopedic; 2 nd floor: SVMH Education)
236 San Jose Street, Salinas, CA	2,825 SF (SVMC: Dr. Neil Rudo, Drs Alul Jani and B Guiroy)
252 San Jose Street, Salinas, CA	3,930 SF (SVMC: Healthcare for Women and Coastal Kids)
120 Wilgart Way, Salinas, CA	11,752 SF (SVMC: Sleep Wake Clinic; SVMH IT Department; SVMH Sleep Center; SCVMH Cardiac Rehabilitation Center)
5 Lower Ragsdale	63,004 SF (SVMC: PrimeCare, SVMC Central Coast Cardiology, SVMH Advanced Diagnostic Imaging Central Coast Visiting Nurse Association – CCVNA)
501 E. Romie Lane, Salinas, CA	3,941 SF (SVMH: Cancer Resources Center, Marketing, Volunteer Services)
321 E. Romie Lane, Salinas, CA	13,716 SF (Plan: SVMC: Wake/Sleep Clinic)

420 E. Romie Lane, Salinas, CA	8,870 SF
212 San Jose Street, Salinas, CA	20,239 SF
559 Abbott Street, Salinas, CA	15,660 SF
626 Brunken Avenue, Salinas, CA	2,936 SF

Property Group 3 – SVMH Leased

<u>Address</u>	<u>Description</u>
230 San Jose Street, Salinas, CA	14,200 SF (SVMC: Central Coast Cardiology, Suite B: SVMH: CDOC)
250 San Jose Street, Salinas, CA	5,648 SF (SVMC: Healthcare for Women)
505 E. Romie Lane, Salinas, CA	7,111 SF – Suites A, F, G (SVMC: Pacific Cancer Care, Outpatient Palliative Medicine)
345 Abbott Street, Salinas, CA	3,000 (SVMH Accounting Department)
558 Abbott Street, Salinas, CA	5,871 SF – Suite B (SVMH: Patient Financial Services)
1033 Los Palos Drive, Salinas, CA	7,575 SF – Suite A (SVMC: Multi-specialty Clinic)
590 Work Street, Salinas, CA	17,845 SF – (SVMH: Record Storage)
254 San Jose Street, Salinas, CA	5,600 SF – Suite 254 (SVMC: Healthcare for Women)
241 Abbott Street, Salinas, CA	154,651 SF – Finished parking area
252 Main Street, Salinas, CA	2,677 SF – “Blue Zone” program

232 Monterey Street, Salinas, CA	3,080 SF – Suite 230 (SVMH Human Resources and Marketing)
928 E. Blanco Road, Salinas, CA	11,289 SF – Suite 215 and 235
60 W. Market Street, Salinas, CA	3,920 SF – Suite 250
3 Rossi Circle, Salinas, CA	8,175 SF – Suites C, D & J
451 Washington Street, Monterey, CA	2,100 SF – Blue Zones
1328 Natividad Road, Salinas, CA	4,934 SF – Primecare North Salinas
650 B Work Street, Salinas, CA	13,400 SF – Materials Management Storage
280 Regency Circle, Salinas, CA	2.69 acre lot
1260 S. Main Street, Salinas, CA	2,384 SF – Clinic

Except as modified herein, all terms and conditions of the original Agreement shall remain in full force and effect. In the event of any conflict between this Seventh Amendment and Agreement, this Seventh Amendment shall govern and control.

OWNER:

Salinas Valley Memorial Healthcare System, a local health care district, operating as Salinas Valley Health

By: _____
 Name: _____
 Title: _____

AGENT:

California Commercial Real Estate Services

By: _____
 Name: George Okita
 Title: President

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OWNER:

Salinas Valley Memorial Healthcare System

By: _____
 Name: _____
 Title: _____

AGENT:

California Commercial Real Estate Services

By: _____
 Name: George Okita
 Title: President

BOARD Packet Submission Checklist
California Commercial Property Management

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 3-14-2023 ___

SUBMITTED BY DEPARTMENT DIRECTOR OR DEPARTMENT ADMINISTRATOR:



Signature

Director, Facilities/Construction
Title/Dept.

4/03/23
Date

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

CIO: (if applicable) _____

Date: _____

Director of Audit/Compliance: _____

Date: _____

Board Paper: Finance Committee

Agenda Item: Consider Recommendation for Board Approval of Change Healthcare Stratus Imaging Proposal as Sole Source and Contract Award

Executive Sponsor: Clement Miller, Chief Operating Officer
Gina Rodriguez, Director of Diagnostic Imaging

Date: April 13, 2023

Executive Summary

Salinas Valley Health currently uses Change Healthcare's picture archiving and communications system (PACS) for both radiology imaging and cardiovascular imaging studies. Once the images are captured, they are reviewed and processed by our providers. PACS securely stores and digitally transmit electronic images and clinically-relevant reports for patient care related activities. We are seeking ways to improve our provider experience by making our image and study access more streamlined for our referring physicians, reduce storage costs by shifting archival storage to the cloud with improved security, and positioning our PACS for improved application performance in the future with a fully cloud-based option.


- Stratus Imaging Archiving: We have encountered issues with retrieving archived, older images which results in delays for our radiologists when reading cases and for our technologists when performing procedures. The new solution will improve the rate the studies are retrieved from archive which will help our radiologists and technologists. This module would allow the replication of our studies over 4-5 data centers geo-dispersed across the country allowing for a more seamless disaster recovery. Our current data recovery plan for PACS can range from 8 to 48 hours depending on the severity.
- Stratus Imaging Viewer: Our providers who access images throughout the hospital, clinics, and outside Salinas Valley Health will be able to view PACS studies via a client that is locally installed on their workstations or through an image link from Meditech or Epic. The image link directs them to an End of Life product that we still utilize called eJacket which only works with the Microsoft Edge browser and the no longer supported Microsoft Internet Explorer browser. Some physicians have expressed their dissatisfaction with the limitation of Web Browser access and limited advanced functionality. eJacket is no longer supported and we must upgrade our PACS solution to use advanced features and functionality for our providers as the enhancements are not available on the legacy eJacket platform.
 - Cardiology PACS images are only available to users with access and limited to workstations that are within the Salinas Valley Health network. External users must have remote access to view the Cardiology images outside of our network.
 - Non-affiliated referring provider access to PACS: Our current process for our non-affiliated providers to access images involves a requisition and access approval process involving Health Information Management (privacy), Information Technology (security) and PACS system administrators (Radiology and/or Cardiology). This includes issuing each provider/requestor a two-factor authentication license and a remote access

license. The Stratus Imaging solution embeds these functions to facilitate secure, remote access without incurring the existing labor and separate licensing costs. The viewer is web-based which enables more universal access to PACS studies, eliminating the need for additional software to be installed on the user's device(s).

- Story View mode aligns clinical information and imaging data, facilitating seamless progression tracking and quick treatment decisions. Key images and findings from each of the patient's exams are automatically summarized in narrative form, providing a horizontal view of the patient's entire imaging story. The solution is web-based which reduces complexity with only a browser required to access study data. This solution does not replace the advanced software client required for use by radiologists, cardiologists, and technologists.
- Stratus Imaging Share: We currently provide images to our patients and referring physicians (who do not request access to PACS) by burning disks of their images upon request. We also have the ability to share studies directly with other institutions through file sharing solutions such as: Nuance Powershare, LifelImage, and InteleGRID, just to name a few. All these solutions require an institution to pay a per study rate for sharing their images and also requires a gateway installed on various servers on our network to allow the transfer of the images. This solution will allow us to provide patients, remote referring physicians, and other facilities access to the requested images through secure email. This will improve patient care as the patient and their provider can obtain the images faster without the delay of waiting for the disk and also for patients who are at their next appointment and don't have the images available.

Stratus Imaging aides in providing a better accessibility for our patients, providers, and institutions to continue patient care. We are seeking to upgrade our existing Change Healthcare PACS solutions to the latest platform, Stratus Imaging.

Key Contract Terms	Vendor: Change Healthcare
1. Proposed effective date	July 1, 2023
2. Term of agreement	July 1, 2023 – June 30, 2028 (5-year term)
3. Renewal terms	Non-renewing
4. Termination provision(s)	90 days' written notice
5. Payment Terms	Invoiced annually in advance of the service year Net 30

		Archive Storage Expense Offset	Stratus Imaging	Note
2023 - 2024	225,000	\$ 181,135	25% discount on year 1; radiology: 168,917 annual exams (167 MB/study); cardiology: 13,702 annual exams (229 MB/study)	
2024 - 2025	225,000	\$ 241,513	subscription fee capped at 3% increase	
2025 - 2026	300,000	\$ 248,758		
2026 - 2027	300,000	\$ 256,221		
2027 - 2028	300,000	\$ 263,908		
TOTAL: \$ 1,350,000		\$ 1,191,535		
Net SAVINGS through Cost Avoidance:		\$ 158,465		
6. Annual cost(s)	Service fees per estimations in above table			
7. Cost over life of agreement	\$1,191,535 (estimated based on above projections)			
8. Budgeted (yes or no)	Yes, 8540.6600			
9. Contract	1001.1023			

Recommendation

Consider recommendation for Board approval of Change Healthcare Stratus Imaging proposal as sole source and contract award in the estimated amount of \$1,191,535 over a 5-year term.

Attachments

- Sole Source Justification
- Quote dated March 9, 2023

Justification for Sole Source Form

To: Proposal Evaluation Panel

Clement Miller, COO

Audrey Parks, CIO

From: Gina Rodriguez, Director of Diagnostic Imaging

Type of Purchase: (check one)

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

Cost Estimate (\$):	<u>\$1,191,535</u>
Vendor Name:	<u>Change Healthcare</u>
Item Title:	<u>Change Healthcare: Stratus Imaging, 2023 - 2028</u>

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.).**
Stratus Imaging aides in providing a better accessibility for our patients, providers, and institutions to continue patient care. We are seeking to [upgrade our existing](#) Change Healthcare PACS solutions to the latest platform, Stratus Imaging.
- Uniqueness of the service. **Describe.**
- SVMHS has established a standard for this manufacturer, supplier or provider and there is only one vendor. **Attach documentation from manufacturer to confirm that only one dealer provides the product.**
- Factory-authorized warranty service available from only this single dealer. Sole availability at the location required. **Describe.**
- Used item with bargain price (describe what a new item would cost). **Describe.**
- Other -The above reasons are the most common and established causes for an eligible sole source. If you have a different reason, **Describe:**

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

Submitter Signature: _____ Date: _____

CONTRACT SUPPLEMENT

Part I	Administration Section
Part II	General Terms and Conditions Section
Part III	Facility, Fees Summary and Payment Schedule Section
Part IV	Products, Pricing Section and Customer Administration
Part V	Product Specific Terms and Conditions Section

PART I

ADMINISTRATION SECTION

This Contract Supplement to License Agreement No. C0608685, dated October 24, 2006, (“Agreement”) is effective as of the latest date below (“CS Effective Date”), and consists of all Exhibits, Schedules, and Attachments incorporated by reference (“Contract Supplement”). Unless expressly stated in this Contract Supplement, the terms and conditions of this Contract Supplement apply only to the Facilities, Software, Managed Services and Services in this Contract Supplement. To the extent that this Contract Supplement conflicts with the Agreement, the terms of this Contract Supplement will control. Where not in conflict, all applicable terms in the Agreement are incorporated by reference.

Change Healthcare will include Customer’s purchase order (“PO”) number on Customer invoices if provided by Customer on or before the CS Effective Date. Failure to provide Change Healthcare with a PO number or copy will not relieve Customer of any obligation under this Contract Supplement. Terms on or attached to Customer’s PO will have no effect.

No Warranty of Future Functionality. Change Healthcare makes no warranty or commitment regarding any functionality not Generally Available as of the CS Effective Date for any of the Products or Services provided under this Contract Supplement and Customer has not relied on the availability of any future version of the Products or Services or any other future offering from Change Healthcare in its decision to execute this Contract Supplement.

Each signatory represents and warrants that it is duly authorized to sign, execute, and deliver this Contract Supplement on behalf of the party it represents.

SALINAS VALLEY MEMORIAL HEALTHCARE SYSTEM

CHANGE HEALTHCARE TECHNOLOGIES, LLC

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title/Position: _____

Title/Position: _____

Customer PO. No.: _____

Date: _____

Date: _____

Submit fully executed contract and a copy of the purchase order to:

Enterprise Imaging
 Attn: MIG Sales Contracts
 10711 Cambie Road, Richmond, BC, Canada V6X 3G5
 Email: migsalescontracts@changehealthcare.com

PART II

GENERAL TERMS AND CONDITIONS SECTION

SECTION 1: EXPANDED VOLUME

1.1 The Licensed Volume set forth in this Contract Supplement is shared by all Facilities identified in this Contract Supplement.

1.2 Customer will notify Change Healthcare in writing of any new Facility or new Imaging System using the Products or Services.

1.3 The addition of Facilities or new Imaging System to the Contract Supplement may require that the Customer purchase additional Licensed Volume, as well as additional Software, Services, and Equipment. Change Healthcare's initial invoice for the associated increase in any recurring Services fees will be pro-rated to the end of the current billing period. Upon payment of any additional Software license fees, Customer's license will be expanded to the higher Licensed Volume.

1.4 Change Healthcare will not provide any credit or refund for Software license fees, Equipment fees, or Services fees based upon any decrease in usage.

SECTION 2: ANNUAL REVIEW

2.1 Once per year, Change Healthcare may remotely access the Software or Subscription Services to measure the Used Volume.

2.2 If the Used Volume exceeds the Licensed Volume by more than 5%, Change Healthcare will invoice Customer for:

- (a) Software license fees for the additional volume; and,
- (b) the associated increase in any recurring Services fees.

2.3 Change Healthcare Stratus Imaging Annual Review.

2.3.1 "Non-organic Growth" means the addition of any new Facility or new Imaging System, or any Used Volume in excess of 25% of the Licensed Volume during the Initial Term.

2.3.2 During the Initial Term, Change Healthcare will not calculate additional Subscription Services fees for the Facilities identified in this Contract Supplement or Imaging Systems initially connecting to the Subscription Services, except if Customer has Non-organic Growth. Change Healthcare will invoice Customer for the associated increase in any recurring Subscription Services fees due to Non-organic Growth.

2.3.3 After the Initial Term expires, if the Used Volume exceeds the Licensed Volume by more than 5%, Change Healthcare will invoice Customer for the associated increase in the recurring Subscription Services fees.

SECTION 3: TERM

3.1 The initial term of the Subscription Service is five years from the earlier of (a) the Installation Date or (b) 12 months from the CS Effective Date ("Initial Term"). Following expiration of the Initial Term, the Initial Term will automatically renew for two-year periods ("Renewal Terms") unless either party provides written notice of non-renewal at least three months prior to the end of the then-current term. If either party provides written notice of non-renewal of the term license, the term license will be terminated. Non-renewal is effective as of the next annual payment due date. No refund or credit will apply in the event of early termination.

SECTION 4: SERVICE EXCLUSIONS

4.1 Change Healthcare's obligation to provide Maintenance Services or if applicable Managed Services, is contingent upon Customer's proper use of and care of the System. Maintenance Services or Managed Services do not cover any support required due to the following: (i) improper use, abuse, accident, or neglect, including Customer's failure to maintain appropriate environmental conditions for the System; (ii) modifications or additions to the System, or (iii) force majeure conditions. Maintenance Services or Managed Services exclude operating supplies or accessories not provided by Change Healthcare and storage media, such as CDs.

SECTION 5: PROFESSIONAL RESPONSIBILITY; DUTY TO DEFEND

5.1 Change Healthcare's Products and Services are tools for information management and diagnostic purposes only and must be used by trained individuals. The Products and Services do not have the ability to administer health benefits, diagnose disease, prescribe treatment, render care or payment decisions, or perform any task that constitutes the practice of medicine. Customer will ensure that only properly trained individuals use the Products and Services provided by Change Healthcare. Customer will defend Change Healthcare against any claim, demand, action, or other proceeding brought by a third party to the extent that it results from Customer's care or payment decisions and will pay costs and damages finally awarded against Change Healthcare as a result of the claim.

SECTION 6: INTERNET DISCLAIMER

6.1 CHANGE HEALTHCARE IS NOT RESPONSIBLE FOR INTERNET OUTAGES OR OTHER FAULTS IN INTERNET SERVICE.

SECTION 7: RETAINED RIGHTS

7.1 Change Healthcare reserves all rights not expressly granted to Customer in this Contract Supplement including all right, title, and interest to all work developed for or delivered to Customer under this Contract Supplement. Change Healthcare solely owns all changes, modifications, improvements, or new modules to the Products or Services, whether made or developed by Customer, at Customer's request, or in cooperation with Customer. All feedback, statements, suggestions, or ideas given by Customer to Change Healthcare may be used to develop new and existing products and services that will be owned solely by Change Healthcare.

SECTION 8: PRICE INCREASES

8.1 Change Healthcare may increase its recurring fees once every 12 months upon 60 days' written notice to Customer as set forth in the last sentence of Section 2.2 of the Agreement. Price increases are effective as of the next applicable billing period. For this Contract Supplement, during the Initial Term, the price increase will be the lower of (a) three percent (3%) or (b) the annual percentage increase in the ECI.

SECTION 9: DEFINITIONS

"Add-On Orders" means Customer's purchase of Products or Services or Managed Services that utilizes an existing Change Healthcare imaging or workflow database.

"Change Healthcare Solution" means any Change Healthcare-owned Product or Change Healthcare-owned Service provided to Customer under a Contract Supplement.

"Change Healthcare Support Manual" means Change Healthcare's written support manual detailing Maintenance Services or support procedures for the applicable Product or Service, which are incorporated by reference and may be reasonably modified from time to time by Change Healthcare.

"Contract Supplement" means Change Healthcare's form addendum to the Agreement, which will be used to process Customer's license or purchase of Products and Services.

"Documentation" means user guides, operating manuals, training materials, terms of use, implementation guides, support guides, policies, procedures, and other materials that apply to or describe the Products

and Services, which are incorporated by reference and may be reasonably modified from time to time by Change Healthcare.

“Equipment” means hardware, computer equipment, and associated Third Party Software identified in a Contract Supplement as Equipment.

“Equipment Maintenance Services” means repair or replacement of any defective Equipment. Change Healthcare may provide Equipment Maintenance Services through its Third Party Vendors. Equipment Maintenance Services do not include updates or upgrades to any firmware.

“Exam” means either (a) a unique number corresponding to an exam order (e.g. accession number) associated with at least one stored image; or (b) a complete procedure with a patient ID, a unique date and time, and a unique Change Healthcare procedure ID. All exams or procedures that meet the criteria in (a) or (b) are Exams, regardless of other factors such as order status or usage.

“Facility” means an establishment that is (a) located in USA, (b) operated by Customer or a Change Healthcare-approved third party, and (c) identified in a Contract Supplement.

“Generally Available” means available as a non-development product, licensed by Change Healthcare in the general commercial marketplace.

“Imaging System” means the Customer imaging system(s) utilizing the Subscription Services.

“Implementation Services” means initial implementation services, configuration, installation, education, training and set-up services listed in a Contract Supplement to be performed by Change Healthcare for Customer and required for Customer to begin use of a Product or Service.

“Installation Date” means the date the Products or Services are available for Customer use.

“Licensed Volume” means the volume of the usage-based variable identified in the Contract Supplement.

“Live Date” means the Installation Date.

“Maintenance Services” means the Software Maintenance Services and the Equipment Maintenance Services, individually or collectively.

“PACS” means any picture archiving and communications system.

“Permitted User” means any individual authorized by Customer to use the Products and Services, whether at a Facility or from a remote location, who is a (a) Customer employee, (b) medical professional authorized to perform services at a Facility, or (c) consultant or independent contractor who has a need to use the Products or Services based upon a contractual relationship with Customer and is not a Change Healthcare competitor. A consultant or independent contractor may be a “Permitted User” only if (i) Customer remains responsible for use of the Products and Services by the individual, and (ii) the individual is subject to confidentiality and use restrictions at least as strict as those contained in the Agreement.

“Products” means any software, equipment, content, or any other product that Change Healthcare provides to Customer under a Contract Supplement. Change Healthcare may provide Products through technological means, including artificial intelligence and machine learning.

“Professional Services” means any Implementation Services, consulting, programming, education, training or other professional services Change Healthcare provides under a Contract Supplement.

“Quotation” or “Quote” means the itemized list of Products and Services.

“Services” means any computing, processing, technology, subscription, hosting, software as a service, implementation, maintenance, professional, consulting, or any other service that Change Healthcare provides to Customer under a Contract Supplement. Change Healthcare may provide Services from any of its business locations through technological means, including artificial intelligence and machine learning.

“Site Preparation Guide” means Change Healthcare’s written guide or written instructions to the preparation of Customer’s Facility prior to System installation and the maintenance of Customer’s Facility following installation.

“Software” means the Change Healthcare software, computer programs, and applications in object code form provided by Change Healthcare to Customer and includes any Software Updates and Software Upgrades.

“Software Maintenance Services” means support services for the Software consisting of telephone support, problem resolution, and updates delivered by Change Healthcare. Software Maintenance Services do not include: (a) development of custom code or customizations for any Software, (b) support of Software modifications generated by anyone other than Change Healthcare, (c) services to implement a new release of the Software, (d) services to correct improper installation or integration of the Software not performed by Change Healthcare-authorized personnel, (e) system administrator functions, (f) support required due to a Force Majeure Event, (g) support of issues caused by Customer’s failure to comply with the Documentation, or (h) enhancements or new releases of the Software or Services that are separately priced and marketed by Change Healthcare.

“Software Updates” or “Updates” means modifications, corrections, improvements, and patches to the existing functionality of Change Healthcare Software (e.g. version 12.1 to 12.3).

“Software Upgrades” or “Upgrades” means Generally Available new releases or versions of the Software (e.g. 12.x to 13.x). Upgrades do not include enhancements.

“Subscription Services” means an on-demand service that allows Customer to have remote access to or use of a software application (including new releases, updates, revisions, improvements, and modifications of that application) that is hosted, managed, or operated by Change Healthcare.

“Subscription Support” means support services for the Subscription Services consisting of telephone support, problem resolution, and updates delivered by Change Healthcare. Subscription Support does not include: (a) development of customizations for any Subscription Service, or (b) services to correct improper integration of a Subscription Service not performed by Change Healthcare-authorized personnel.

“System” means collectively, the medical imaging solutions Software, Equipment, and Third Party Software identified in a Contract Supplement, excluding any Third Party Equipment.

“Test Period” means the period beginning on the Installation Date and ending 30 days after the Installation Date.

“Third Party Software” means any software that is owned by a third party and sublicensed to Customer under a Contract Supplement.

“Used Volume” means the volume of the usage-based variable used by Customer during the relevant period.

SECTION 10: RESCHEDULING

10.1 Change Healthcare will schedule the installation of the applicable Products and Services with Customer, following both parties’ execution of this Contract Supplement. If any Customer initiated rescheduling occurs less than 60 days before the scheduled commencement of the Services, then Change Healthcare may invoice Customer an amount equal to (a) 15% of the total applicable Services fees and (b) the expenses incurred by Change Healthcare in connection with the Customer initiated rescheduling including, without limitation, travel cancellation fees, equipment storage fees, and equipment restocking fees by third party suppliers.

SECTION 11: CUSTOMER RESPONSIBILITIES

11.1 Customer is responsible for any third party license fees or components that are required for integration to the Products and Services to the extent they are not purchased from Change Healthcare.

Change Healthcare will not be responsible for implementation delays in the event the foregoing is not provided in a timely fashion.

11.2 Customer must provide, directly or through a third party, at Customer's own expense, access to the Products located at Customer's Facility in the manner currently prescribed by Change Healthcare prior to the installation of Products or Services. Customer will provide such access in order for Change Healthcare to (a) install Products, and (b) provide technical support, Software Maintenance Services and Upgrades, and, if applicable, Managed Services.

11.3 Use of Products and Services. Customer will, and will cause Permitted Users to, use all Products and Services in accordance with this Contract Supplement and related Documentation, and in compliance with all applicable laws. Customer is responsible for use of the Products and Services by its Permitted Users.

SECTION 12: TESTING

12.1 Customer may test the Software or Subscription Services during the Test Period to ensure that it performs in material accordance with the functional specifications in the Documentation. If Customer provides Change Healthcare in writing of a reproducible material nonconformity with the functional specification in the Documentation during the Test Period, then the Test Period will be extended until Change Healthcare corrects the nonconformity. If Change Healthcare is unable to correct the nonconformity within 180 days of Customer's notice, then either party may terminate the license for the impacted Software or terminate the Subscription Services.

SECTION 13: SITE PREPARATION

13.1 Customer is responsible for preparing and maintaining the Facility in conformance with the Site Preparation Guide provided by the implementation team at the time of implementation.

SECTION 14: CUSTOMER INFORMATION

14.1 Products are configured, and Implementation Services are provided based on information provided by Customer. If the information provided by Customer is inaccurate or incorrect, then Customer may need to purchase additional Products and Implementation Services for the Products to fully function.

SECTION 15: DATA RIGHTS

15.1 Change Healthcare may:

- (a) Use PHI to provide Data Aggregation services for the Health Care Operations of the Customer as permitted by 45 C.F.R § 164.504(e)(2)(i)(B); and
- (b) de-identify PHI in accordance with 45 C.F.R. § 164.514(b) and may Use or Disclose such de-identified data unless prohibited by applicable law.

**PART III
 FACILITY, FEES SUMMARY AND PAYMENT SCHEDULE**

FACILITIES:

Customer No.:	Data Center Facility:	Full Address:
1010302	Salinas Valley Memorial Healthcare System	450 East Romie Lane Salinas, CA 93901-4029

Customer No.:	Facility:	Full Address:
1010302	Salinas Valley Memorial Healthcare System	450 East Romie Lane Salinas, CA 93901-4029

FEES SUMMARY:

Year 1	Annual Recurring Fees
Recurring Fees – Subscription Services:	181,134.75
Grand Total:	181,134.75
Year 2 Onwards*	Annual Recurring Fees
Recurring Fees – Subscription Services:	241,513.00
Grand Total:	241,513.00

**The Subscription Services fees shown for Year 2 Onwards will be subject to the annual price increase in Section 8 of Part II.*

PAYMENT SCHEDULE:

Recurring Fees – Subscription Services:	<p>Year 1: 100% of the Year 1 fee shown above is due on the earlier of (a) the Installation Date or (b) 12 months from the CS Effective Date, and if applicable, pro-rated to the end of the current billing period.</p> <p>Year 2 Onwards: Beginning in Year 2 of the Initial Term, subsequent annual Subscription Services fees will be due on each anniversary of the billing period start date.</p>
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This Contract Supplement and any discounts provided under this Contract Supplement, are intended to comply with the discount safe harbor of the federal Anti-Kickback Statute, 42 U.S.C. § 1320a-7b(b). To the extent required by the discount safe harbor of the Anti-Kickback Statute or other similar applicable state laws and regulations, Customer and its affiliates must fully and accurately reflect in cost reports or other submissions to federal healthcare programs all discounts provided under this Contract Supplement and, upon request by the Secretary of the U.S. Department of Health and Human Services or a state agency, make available information provided to Customer by Change Healthcare about the discount.

Change Healthcare’s pricing does not include sales, use, value-added, withholding, or other taxes and duties. Change Healthcare will invoice Customer for applicable taxes and duties unless Customer provides Change Healthcare with satisfactory evidence of an applicable tax exemption (including evidence of renewal if applicable). Customer will promptly pay, and indemnify Change Healthcare against, all taxes and duties (except for taxes on Change Healthcare’s net income).

PART IV
PRODUCT(S), PRICING AND CUSTOMER ADMINISTRATION
[SEE FOLLOWING PAGES]

Customer: Salinas Valley Memorial Healthcare System
Contract: OPTY-619622
Customer No.: 1010302
Project: Stratus

Quoted On: January 24, 2023
Quote Expiry Date: July 23, 2023
Quote Number: 117361

Year One Total Fees			
Quote Ref.	Product	Subscription Services	Net Price
117361-1	Stratus Imaging	181,134.75	181,134.75
Salinas Valley Memorial Healthcare System Subtotal		181,134.75	181,134.75
			Total
Proposal List Price		241,513.00	241,513.00
Proposal Discount		60,378.25	60,378.25
Proposal Net Total		181,134.75	181,134.75

Recurring Annual Fees Summary			
Quote Ref.	Product	Subscription Services	Net Price
117361-1	Stratus Imaging	241,513.00	241,513.00
Salinas Valley Memorial Healthcare System Subtotal		241,513.00	241,513.00
			Total
Proposal List Price		241,513.00	241,513.00
Proposal Discount			
Discount %			
Proposal Net Total		241,513.00	241,513.00

*Pricing on this quote does NOT include any taxes or duties.

A-1-1

Customer: Salinas Valley Memorial Healthcare System
Contract: OPTY-619622
Customer No.: 1010302
Project: Stratus

Quoted On: January 24, 2023
Quote Expiry Date: July 23, 2023
Quote Number: 117361

Proposal Notes

Change Healthcare Stratus Imaging

This quote was created, based on the following data points (Radiology):

168,917 exams annually, which are approximately 167 MB/study in size
Radiology archive is currently 193 TB, with each study in the archive being approximately 77MB/study in size
There are a total of 2,500,204 studies in the Radiology archive

This quote was created, based on the following data points (Cardiology):

13,702 exams annually, which are approximately 229 MB/study in size
Cardiology archive is currently 18.3 TB, with each study in the archive being approximately 132MB/study in size
There are a total of 142,674 studies in the Cardiology archive

Adequate internet connectivity and network infrastructure, as determined by Change Healthcare, must be online to support the normal operation of EIN.

Customer will enable and configure EHR(s) to support the SMART on FHIR application launcher.

Change Healthcare Stratus Imaging Share

Imaging Share is scoped for 177,330 total enterprise annual studies
Unlimited sharing by the contracted facility for the duration of the contract
During the term, the recurring charge covers training and configuration for:
20 new spoke connection(s) and 30 new standard connection(s)
HL7 inbound interface to edge server to accept report messages from Customer's EHR systems
Integration with Customer-supplied Active Directory
Shared images will be accessible for 60 days.
Customer supplies virtual environment, antivirus and OS license that meet Change Healthcare specification for the edge servers at Salinas Valley Memorial Healthcare System and the spoke locations.
Enterprise location is Salinas Valley Memorial Healthcare System.

Customer: Salinas Valley Memorial Healthcare System
Contract: OPTY-619622
Customer No.: 1010302
Project: Stratus

Quoted On: January 24, 2023
Quote Expiry Date: July 23, 2023
Quote Number: 117361

.....

See Statement of Work for Implementation Services for additional terms, if applicable.

Customer: Salinas Valley Memorial Healthcare System
Contract: OPTY-619622
Customer No.: 1010302
Project: Stratus

Quoted On: January 24, 2023
Quote Expiry Date: July 23, 2023
Quote Number: 117361

Line Item Details

Salinas Valley Memorial Healthcare System				Stratus Imaging		117361-1	
No	Qty	Part	SAP/MNT	Description	Unit Net Price	Extended Net Price	Extended Net Recurring
Subscription Services							
1	1	STR200	72035041 NA	Change Healthcare Stratus Imaging - Archive, Viewer, Core Analytics, Share Subscription Services			241,513.00
2	1	YEAR1DISCT	99999998 NA	Year One discount for Stratus Imaging subscription fee			-60,378.25
Subtotal Subscription Services :							181,134.75
Total:							181,134.75

The pricing set forth in this proposal represents Change Healthcare's complete proposal for the Products and or Customer's Facilities set forth herein (the "Pricing Proposal"), regardless of other proposals made by Change Healthcare either simultaneously with this Pricing

ADMINISTRATION:	
Sold To:	Ship To: *
Salinas Valley Memorial Healthcare System	Salinas Valley Memorial Healthcare System
450 E Romie Ln	450 E Romie Ln
Salinas, CA, 93901-4029	Salinas, CA, 93901-4029
Federal Tax ID No: 94-6004020	Telephone: 831-759-3062
	E-Mail: nsusavee@svmh.com
	*Ship To details can change based on Customer's request or based on PO provided by Customer.
Bill To: *	Paid By:
Salinas Valley Memorial Healthcare System	Salinas Valley Memorial Healthcare System
450 E Romie Ln	450 E Romie Ln
Salinas, CA, 93901-4029	Salinas, CA, 93901-4029
PO Box:	
Attention:	
Telephone:	
Email:	
*If Customer provides a PO with Bill To details different from above, use Bill To details in the PO.	
Maintenance / Recurring Fees Bill To: (If different from above Bill To, please fill in below.)	

PART V
PRODUCT SPECIFIC TERMS AND CONDITIONS
[SEE EXHIBITS ON FOLLOWING PAGES]

EXHIBIT A

SUBSCRIPTION SERVICES TERMS

SECTION 1: SUBSCRIPTION SERVICES

1.1 Use of Subscription Services. Customer and its Permitted Users may use the Subscription Services identified in this Contract Supplement for Customer's internal business purposes during the term specified in this Contract Supplement.

1.2 Restrictions. Customer's use of the Subscription Services is expressly subject to the following restrictions:

- (a) use of the Subscription Services may be limited by Facilities or other usage-based variables specified in this Contract Supplement;
- (b) Customer will not attempt to interfere with or disrupt the Subscription Services;
- (c) Customer will not attempt to gain access to any systems or networks that connect to the Subscription Services except as authorized by Change Healthcare for the express purpose of using the Subscription Services as permitted under this Contract Supplement;
- (d) Customer will not attempt to scan, probe, penetrate, hack, defeat, or compromise any security measures of the Subscription Services, or any systems or networks operated by Change Healthcare; and
- (e) the Subscription Services will not be accessed or used to provide services to third parties unless expressly permitted in this Contract Supplement.

1.3 Subscription Support. Change Healthcare will provide Subscription Support in accordance with the applicable Documentation.

1.4 Subscription Services Warranty. Change Healthcare warrants that the Subscription Services will perform in material accordance with the functional specifications in the applicable Documentation.

1.5 Login Credentials. Customer solely is responsible for issuing login credentials to its Permitted Users. In addition:

- (a) Customer will:
 - (i) limit access to Subscription Services to Permitted Users;
 - (ii) require that each Permitted User use only the unique login credentials assigned to the Permitted User; and
 - (iii) maintain a current directory of its Permitted Users and share the directory with Change Healthcare upon Change Healthcare's request.
- (b) Customer will require each Permitted User to:
 - (i) protect the confidentiality of all login credentials; and
 - (ii) notify Customer immediately of any known or suspected breach of the confidentiality of any login credentials.

1.6 Notice of Unauthorized Access. Customer will notify Change Healthcare immediately of any known or suspected unauthorized access to, or use of, the Subscription Services or breach of the confidentiality of login credentials.

1.7 Modification of Subscription Services. Change Healthcare may, in its reasonable discretion, modify the Subscription Services, provided that the modification does not substantially reduce the functionality set forth in the Documentation.

1.8 Suspension of Subscription Service. Change Healthcare may suspend access to a Subscription Service if the performance, integrity, or security of the Subscription Services is adversely impacted or at risk of being compromised. Change Healthcare may suspend access to Subscription Services for nonpayment of any undisputed sums owed to Change Healthcare that are 90 days or more past due.

1.9 Assumption of Risk. Customer assumes the risk of liability for any and all liabilities, losses, damages, claims and expenses (including legal expenses of any kind and nature) arising out of or relating to directly or indirectly to Customer or Permitted Users:

- (a) negligent use or intentional misuse of the Subscription Services; or
- (b) violation of applicable privacy and security laws.

SECTION 2: CHANGE HEALTHCARE STRATUS IMAGING SUBSCRIPTION SERVICES

2.1 Change Healthcare Stratus Imaging Archive - Return of Customer Data. Promptly following the termination or expiration of this Contract Supplement, Change Healthcare will, at Customer's request, return all Customer data in Change Healthcare's then-standard format and media at a price not to exceed four cents (\$0.04) per study. Change Healthcare will delete all copies of Customer data within 30 days following Customer's written acceptance of the returned Customer data. In the event that Change Healthcare continues to host the Customer data after the termination effective date, Customer will continue to pay the Subscription Services fees plus any applicable increases until Customer's written acceptance of the returned Customer data is received by Change Healthcare.

2.2 Change Healthcare Stratus Imaging Share.

2.2.1 The Subscription Services allows Customers to set up the number of connections identified in the Quote for the purpose of sharing images between Customer and its Permitted Users. Permitted Users are limited to sharing with Customer only.

2.2.2 Customer must have an agreement with Permitted Users that protects Change Healthcare's Confidential Information in a manner that is consistent with all material respects with the applicable master agreement between Change Healthcare and Customer.

2.2.3 Customer must have an agreement with Permitted Users that governs the use of data in connection with the Subscription Services and in accordance with the applicable privacy and security laws.

2.2.4 Customer will be solely responsible for the acts and omissions of its Permitted Users provided access to the Subscription Services, as if they were performed by Customer.

2.2.5 Subscription Support does not include support for Permitted Users that are patients of Customer. Customer is solely responsible for addressing all patient questions regarding use of the Subscription Service.

SECTION 3: CHANGE HEALTHCARE STRATUS IMAGING ("STRATUS IMAGING") SERVICE LEVEL OBJECTIVE

3.1 Service Level Objective. During the Initial Term or any Renewal Term(s), Change Healthcare warrants the "Service Level Objective" or "SLO" for:

3.1.1 Change Healthcare Stratus Imaging Archive will be operational in all material respects for Customer and its participating Facilities at least 99.99% of the time.

3.2 Service Level Objective Formula. The Service Level Objective will be calculated based on the following formula and the definitions set forth herein:

$$\text{SLO} = \frac{\text{Hours of Operation minus Total Downtime}}{\text{Hours of Operation}}$$

3.3 Measurement Period. The Service Level Objective will be calculated separately on a quarterly basis during the Initial Term or any Renewal Term(s) following the installation of the Stratus Imaging solution and Customer's use of the Stratus Imaging solution (each a "Measurement Period"). The total amount of time in a Measurement Period is the hours of operation ("Hours of Operation").

3.4 Calculation of Downtime.

3.4.1 Definition of Downtime. "Downtime" means the period of time during a Measurement Period when (a) for Stratus Imaging, there is a loss of access to or ability to use material functionality within Stratus Imaging APIs preventing data storage or retrieval, and (b) for the Imaging Systems under separate Subscription Services, there is a loss of material functionality and/or external connectivity via DICOM and HL7 interfaces. If there is more than one single period of Downtime within a single Measurement Period, the total Downtime for that period is the sum of the individual continuous periods of Downtime. Each period of Downtime will be calculated 15 minutes from the time of notification of an incident from the Customer to the Change Healthcare call center until Change Healthcare notifies the Customer that the issue is resolved. Each period of Downtime must be reported within three (3) calendar days of the incident occurring.

3.4.2 Exclusions. Downtime excludes any period of inoperability due to the following reasons:

Scheduled downtime for system administration purposes, installation of Software Updates, Software Upgrades, or Add-On Orders, or routine preventative maintenance. Any such scheduled downtime will be mutually scheduled between Change Healthcare and Customer.

Downtime resulting from the loss of external connectivity between the Customer's Imaging System and Stratus Imaging as a result of either (i) the networking unavailability of Customer's infrastructure; (ii) Customer's computer infrastructure that is used for deployment of the on-premises Imaging System that is connected to Stratus Imaging; or (iii) Customer not meeting the minimum network specifications to be provided by Change Healthcare.

Downtime resulting from Customer's misuse of Stratus Imaging, Customer's cybersecurity vulnerabilities, Customer's power failure or supply of power outside of specification, or from force majeure conditions.

Downtime resulting from the inability of Change Healthcare to access any part of Stratus Imaging, either physically or remotely due to Customer's action or inaction, for the purposes of correcting errors.

Downtime reported to the Change Healthcare call center three (3) calendar days after the incident occurred.

3.4.3 The Service Level Objective excludes:

Any features or Services designated Alpha or Beta, unless otherwise set forth in the associated Documentation;

Any features or services excluded from the Service Level Objective in the associated Documentation; or

Any errors (i) caused by factors outside of Change Healthcare's reasonable control; (ii) that resulted from Customer's software or hardware or third party software or hardware, or both; or (iii) that resulted from breach of the Agreement.

3.5 Remedy. If the Service Level Objective is not met during a Measurement Period for the applicable Stratus Imaging product, and Customer notified Change Healthcare within 3 calendar days of the Downtime, then Customer will be entitled to a credit of one percent to the applicable Stratus Imaging Subscription Services fees applicable for that Measurement Period for each one tenth percent (0.1%) or part thereof that the calculation falls below the required Service Level Objective described under Section 3.1, which cumulatively will not exceed the total fees paid for the applicable Stratus Imaging Subscription Services applicable for that Measurement Period.

EXHIBIT B
STATEMENT OF WORK
[SEE FOLLOWING PAGES]

CHANGE HEALTHCARE STRATUS IMAGING (“STRATUS IMAGING”)

STATEMENT OF WORK

Project Specifications

Total size of Exams to migrate: Up to 211.3TB

Number of Exams to retrieve from legacy archive: Up to 2,642,878 Exams (estimated)

Source Archive: NetApp

Destination Archive: Change Healthcare Stratus Imaging

Prerequisites

The following prerequisites (“**Prerequisites**”) must be met before implementation of the movement of data can begin and must be in place for the duration of the project:

- The Change Healthcare Radiology Solutions and Change Healthcare Cardiology (“Sources”) must be fully operational and functional.
- Adequate internet connectivity and network infrastructure, as determined by Change Healthcare, must be online to support the normal operation of Stratus Imaging, including a static IP for Customer to connect to the internet.
- Customer will provide virtual infrastructure to host the Change Healthcare on-premise Stratus Imaging gateway appliances and migration servers.
- If required, Customer will provide appropriate rack space and local IT support for the data shuttles (rack space, IP, and rack/de-rack services).
- The storage devices must be connected via Ethernet Network and accessible through TCP-IP protocol.
- The storage devices will be fully operational and functional, and Customer will provide Change Healthcare with read access.
- Customer will provide a copy of HL7 feed currently sent to Source which will be used by the Change Healthcare on-premise Stratus Imaging gateway.
- The Source system must be under a valid support agreement with the applicable vendor.
- The Source system must be configured to allow the Change Healthcare migration server to perform a DICOM Query/Retrieve (CFIND, CMOVE) operations.
- Customer’s EHR system is capable of integrating with Change Healthcare Stratus Imaging Viewer via one of the integration methods that Change Healthcare supports.

Scope and Goals

- The goal of this project is to successfully move all the stored DICOM data from the Source Archive to the Destination Archive.
- Data will be moved as stored by PACS without coercion to DICOM image attributes.
- Movement or alteration of data above and beyond the specified scope will require additional charges at Change Healthcare's standard time and materials rate.
- Change Healthcare will make three attempts to migrate Exams to the target after which time it is considered out of scope for the migration.
- Some studies may not be migrated due to reasons beyond the control of Change Healthcare (i.e. corrupted data, non-retrievable data, corrupted media, and image association problems). Data that is non-DICOM or proprietary DICOM or is not a DICOM image object will not be migrated.

Change Healthcare will provide a report to Customer of any Customer data that is not migrated, or which fails to migrate identifying unmigrated data and documents.

- When migrating data from non-Change Healthcare systems, some items may not migrate such as image annotations, measurements, presentation states, key images, scanned documents and reports. These data elements can only be migrated if they are fully compliant DICOM objects.
- If applicable:
 - For radiology systems other than Change Healthcare Radiology PACS, Customer will provide Change Healthcare with a flat file format of report data in accordance with Change Healthcare specification to be loaded into Stratus Imaging.
 - For Change Healthcare Radiology PACS, reports will be migrated by Change Healthcare. Any reports that are not properly stored in the Change Healthcare Radiology PACS will not be migrated.
 - Cardiology reports will be migrated as DICOM encapsulated PDFs. It is expected that cardiology reports that are stored in third party vendor storage are valid DICOM files and available through DICOM transactions. Any reports that are not valid DICOM files will not be migrated.
- Change Healthcare requests that a database extract be obtained from the Source. In the event this is unavailable, Change Healthcare will perform a DICOM CFIND inventory of Source system. Any Exams that are not returned by Source during the CFIND inventory will be considered out of scope for the migration. Customer accepts that out of scope Exams will not be migrated.
- The data migration will be deemed completed when Customer's data within the scope of this SOW has been migrated and a final migration report is delivered to the Customer by Change Healthcare.
- Change Healthcare will install tools to acquire operational imaging data form Source for the purpose of visualizing the data that enables Customer to analyze the data to identify trends and areas of improvement, as needed.
- The following items are out of scope and are not covered by this Statement of Work:
 - Movement of non-DICOM HIPAA event logs, scan documents, and voice clips.
 - In the event faulty archive media is encountered, a third-party data recovery vendor will need to be engaged. Customer is responsible for the costs of this service.

Customer Responsibilities

Customer will:

- Pay for any third-party costs associated with the implementation of Stratus Imaging.
- Pay for any third-party PACS and third party CPACS costs, including but not limited to configuring the third party PACS and third party CPACS to allow the Change Healthcare migration server to Query/Retrieve, providing database extracts from the source system, and updating the archive location (pointers) in the database to the Stratus Imaging gateway.
- If applicable, pay for off-site data storage vendor to move image data to the cloud. This includes the coordinated movement of data to the cloud where it is accessible by Change Healthcare and providing extracts that include updated patient demographics to be applied to the data.
- Configure Customer's EHR(s) HL7 interface to send ADT, ORM, and ORU to Stratus Imaging.
- If applicable, enable and configure Customer's EHR(s) to support the SMART on FHIR application launcher, and be responsible for any transactional EHR costs related to the use of FHIR integration.
- If applicable, update existing EHR links and/or involve the EHR vendor to update existing EHR links to launch Change Healthcare Stratus Imaging Viewer, and be responsible for any costs related to updating existing EHR links.
- If applicable, implement dynamic encryption of URLs or involve EHR vendor to implement dynamic encryption of URLs to launch Change Healthcare Stratus Imaging Viewer, and be responsible for any costs related to implementation of dynamic encryption of URLs.

- Provide the project Prerequisites.
- Assign a technical staff member who will be available during Customer's regular business hours for Change Healthcare to contact.
- Provide Change Healthcare remote VPN access to Source.
- Maintain system access and ensure that the system is operational.
- Physically and virtually protect Stratus Imaging gateway from unauthorized access and malicious attacks.
- Perform all on site media handling. Engage and contract with a third-party vendor in the event that faulty media necessitates third party assistance.
- Maintain and periodically replace Stratus Imaging gateway instances at Change Healthcare direction.
Provide a list of Customer's application users.

Change Healthcare Responsibilities

Change Healthcare will:

- Assign a project manager for the implementation of Stratus Imaging. This project manager will facilitate Change Healthcare resources to perform the following:
 - Deploy Stratus Imaging gateway and test it with Source.
 - Configuration of the Stratus Imaging inbound HL7 interface to accept ADT and ORM messages from Customer's EHR systems.
 - One-time remote configuration of the Stratus Imaging outbound HL7 interface to send study availability notification messages to Customer's EHR systems, if appropriate.
 - Testing and validation of connectivity to EHR system.
 - Deploy and configure the migration servers and software to interact with Source.
 - One on-site administrator training session for three days for the Stratus Imaging modules that are within the scope of this project.
- Use commercially reasonable efforts to provide advanced notice for interactions with Customer's designated contact that require substantial or prolonged work efforts.
- Assign a project manager who will manage the project and interaction with other Change Healthcare teams.
- Move all studies that are available to be moved in accordance with the guidelines specified in the Scope and Goals section above.
- Coordinate with third party vendors, their support and Customer as needed.
- Update Stratus Imaging in accordance with Change Healthcare development cycle.
- Monitor the project remotely and provide progress reports.
- Provide appropriate project closeout documentation.

Mutual Responsibilities

Both Change Healthcare and Customer will:

- Build a mutually agreed project plan that will include site onboarding schedules, named resources and expected deliverables.
- Conduct project status meetings and conference calls to discuss the progress of the project.
- Create and maintain the project issues list.
- Assign technical staff members as needed to resolve technical problems that may delay the project progress.
- All work is to be performed remotely during regular business hours, 8am-5pm PST, Mon-Fri. If a change in scope requires an on-site visit, it will be billable as time and materials plus actual travel cost per Change Healthcare's travel policy.

Board/CEO – Packet Submission Checklist

Change Healthcare: Stratus Imaging, 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 **#1001.3683**
- 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: Natalie James

SUBMITTED BY DEPARTMENT DIRECTOR OR DEPARTMENT ADMINISTRATOR:

Signature	Title/Department	Date
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REVIEWED BY:

CIO (if applicable): _____ Date: _____

Materials Management in lieu of Compliance: _____ Date: _____

*CONSIDER RECOMMENDATION
FOR BOARD APPROVAL OF THE
HUMAN CAPITAL MANAGEMENT
PROJECT AS COMPETITIVE SOLUTION
AND CONTRACT AWARD*

(VERBAL)

(LOPEZ/CHILDS/PARKS)

*PERSONNEL, PENSION AND
INVESTMENT COMMITTEE*

*Minutes from the April 18, 2023
Meeting of the
Personnel, Pension and Investment Committee
will be distributed at the Board Meeting*

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

(JUAN CABRERA)

- a. Committee Chair Report*
- b. Board Questions to Committee Chair/Staff*
- c. Motion/Second*
- d. Public Comment*
- e. Board Discussion/Deliberation*
- f. Action by Board/Roll Call Vote*

Board Paper: Personnel, Pension and Investment Committee

Agenda Item: **Consider Recommendation for Board Approval of (i) the Findings Supporting Recruitment of Christopher Bird, MD (ii) the Contract Terms for Dr. Bird's Recruitment Agreement, and (iii) the Contract Terms for Dr. Bird's Neurology Professional Services Agreement**

Executive Sponsor: Allen Radner, MD, Chief Medical Officer, Salinas Valley Health
Gary Ray, Chief Administrative Officer, Salinas Valley Health Clinics

Date: April 18, 2023

Executive Summary

In consultation with members of the medical staff, Salinas Valley Health (SVH) executive management has identified the recruitment of a physician specializing in neurology as a recruiting priority for the Medical Center's service area. Based on the Medical Staff Development Plan, completed by ECG Management Group in January 2023, the specialty of Neurology is recommended as a top priority for recruitment. Furthermore, SVH's current neurologists are nearing retirement age, emphasizing the need for succession planning.

The recommended physician, Christopher Bird, MD, received his Doctor of Medicine degree in 2019, as well as a Master's degree in Biomedical Science, from Marshall University School of Medicine in Huntington, West Virginia. Dr. Bird will be completing his Adult Neurology Residency in August with the Virginia Commonwealth University in Richmond, Virginia. Dr. Bird's wife is a native of Hollister and is excited to be closer to family and reestablish roots in the community. He plans to join SVH Clinics in November.

Terms and Conditions of Agreements

The proposed physician recruitment requires the execution of two types of agreements:

1. **Professional Services Agreement** Essential Terms and Conditions:

The proposed professional services agreement includes the following terms:

- Professional Services Agreement that provides W-2 relationship for IRS reporting
- Two (2) year term for the PSA
- 1.0 Full-Time Equivalent (FTE)
- Base guarantee salary of two hundred twelve thousand dollars (\$350,000) per year, and to the extent it exceeds the base salary, productivity compensation of fifty seven dollars and sixty five cents (\$60.50) work Relative Value Unit (wRVU)
- Access to SVH Health Plan. Physician premium is projected based on 15% of SVH cost
- Access to SVH 403(b) and 457 retirement plans. Five percent (5%) base contribution to 403b plan that vests after three (3) years. Based on federal contribution limits this contribution is capped at sixteen thousand five hundred dollars (\$16,500) annually
- Four (4) weeks off for vacation
- CME Stipend. Two thousand four hundred dollars (\$2,400) annual stipend for Continuing Medical Education (CME).
- The physician will receive an occurrence based professional liability policy through BETA Healthcare Group

2. **Recruitment Agreement** that provides a sign-on bonus of fifty thousand dollars (\$50,000) which is structured as forgivable loan over two years of service.

Meeting our Mission, Vision, Goals

Strategic Plan Alignment:

The recruitment of Dr. Bird is aligned with our strategic priorities for the growth and finance pillars. We continue to develop Salinas Valley Health Clinics infrastructure that engages our physicians in a meaningful way, promotes efficiencies in care delivery and creates opportunities for expansion of services. This investment provides a platform for growth that can be developed to better meet the needs of the residents of our District by opening up access to care regardless of insurance coverage or ability to pay for services.

Pillar/Goal Alignment:

Service People Quality Finance Growth Community

Financial/Quality/Safety/Regulatory Implications

The addition of Dr. Bird to SVH Clinics has been identified as a need for recruitment while also providing additional resources and coverage for the SVH Neurology practice.

The compensation proposed in these agreements have been reviewed against published industry benchmarks to confirm that the terms contemplated are fair market value and commercially reasonable.

Recommendation

Salinas Valley Health Administration requests that the Personnel, Pension and Investment Committee recommend to the Salinas Valley Health Board of Directors approval of the following:

1. The Findings Supporting Recruitment of Christopher Bird, MD,

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

2. The Contract Terms of the Recruitment Agreement for Dr. Bird; and

3. The Contract Terms of the Neurology Professional Services Agreement for Dr. Bird.

Attachments

- Curriculum Vitae for Christopher Bird, MD

CHRISTOPHER M. BIRD

1633 ELMART LANE • RICHMOND, VA 23235 • (804) 489-2282

CHRISTOPHERMCKAYBIRD@GMAIL.COM

EDUCATION

- 8/2014–7/2019 Marshall University School of Medicine: M.D.
- 8/2011–4/2014 Marshall University School of Medicine: Biomedical Science, M.S.
- 01/2006–7/2011 Brigham Young University, Provo, UT: Biology: Biology, B.S.

POSTDOCTORAL INTERNSHIPS & RESIDENCIES

- 11/2020–present Virginia Commonwealth University: Adult Neurology Resident
- 8/2019–10/2020 Virginia Commonwealth University: Intern in Medicine

AWARDS & HONORS

- 2014 Tweel Scholarship, Marshall University School of Medicine

WORK EXPERIENCE

- 11/2012–8/2014 Kaplan Test Prep Huntington, WV: MCAT Course Instructor
- 08/2010–4/2011 BYU Department of Microbiology & Molecular Biology: Teaching Assistant

PROFESSIONAL MEMBERSHIPS

- American Academy of Neurology

TEACHING

11/2020—present VCU School of Medicine: Prepare and present introductory neurology lecture series (monthly)

LANGUAGE FLUENCY

Russian: Good proficiency. I speak well enough to participate in most conversations. Native speakers notice some errors in my speech or my understanding, but my errors rarely cause misunderstanding

Spanish: Fair proficiency. I speak and understand well enough to have extended conversations about current events, work, family, or personal life. Native speakers notice many errors in my speech or my understanding.

INTERESTS

Language: both foreign language learning and linguistics

Sports and physical activity: really in to racquet sports at the moment

Fantasy Fiction: Both the classics and the new stuff.

History: The whole gamut, but have been thoroughly intrigued by the late Roman Empire more recently

Board Paper: Personnel, Pension and Investment Committee

Agenda Item: **Consider Recommendation for Board Approval of (i) the Findings Supporting Recruitment of Natali Lopez Silva, MD (ii) the Contract Terms for Dr. Lopez Silva’s Recruitment Agreement, and (iii) the Contract Terms for Dr. Lopez Silva’s Family Medicine Professional Services Agreement**

Executive Sponsor: Allen Radner, MD, Chief Medical Officer, Salinas Valley Health
Gary Ray, Chief Administrative Officer, Salinas Valley Health Clinics

Date: April 18, 2023

Executive Summary

In consultation with members of the medical staff, Salinas Valley Health (SVH) executive management has identified the recruitment of a physician specializing in family practice as a recruiting priority for the hospital’s service area. Based on the Medical Staff Development Plan, completed by ECG Management Group in January 2023, the specialty of Family Medicine is recommended as a top priority for recruitment. Furthermore, the current average wait time for a new patient appointment at Salinas Valley Health PrimeCare is over 70 days.

The recommended physician, Natali Lopez Silva, MD, received her Doctor of Medicine degree in 2019 from Universidad Autonoma de Guadalajara Medical School in Guadalajara, Mexico. Dr. Lopez Silva is completing her Family Medicine Residency in August with the University of San Francisco at Natividad Medical Center. Dr. Lopez Silva is a Salinas native who is excited to provide family medicine services, especially to the underrepresented population, when she joins Salinas Valley Health Clinics (SVH Clinics) in September.

Terms and Conditions of Agreements

The proposed physician recruitment requires the execution of two types of agreements:

1. **Professional Services Agreement** Essential Terms and Conditions:

The proposed professional services agreement includes the following terms:

- Professional Services Agreement that provides W-2 relationship for IRS reporting
- Two (2) year term for the PSA
- 1.0 Full-Time Equivalent (FTE)
- Base guarantee salary of two hundred twelve thousand dollars (\$270,000) per year, and to the extent it exceeds the base salary, productivity compensation of fifty seven dollars and sixty five cents (\$51.00) work Relative Value Unit (wRVU)
- Access to SVH Health Plan. Physician premium is projected based on 15% of SVH cost
- Access to SVH 403(b) and 457 retirement plans. Five percent (5%) base contribution to 403b plan that vests after three (3) years. Based on federal contribution limits this contribution is capped at sixteen thousand five hundred dollars (\$16,500) annually
- Four (4) weeks off for vacation
- CME Stipend. Two thousand four hundred dollars (\$2,400) annual stipend for Continuing Medical Education (CME)
- The physician will receive an occurrence based professional liability policy through BETA Healthcare Group

2. **Recruitment Agreement** that provides a sign-on bonus of forty thousand dollars (\$40,000) which is structured as forgivable loan over two years of service.

Meeting our Mission, Vision, Goals

Strategic Plan Alignment:

The recruitment of Dr. Lopez Silva is aligned with our strategic priorities for the growth and finance pillars. We continue to develop Salinas Valley Health Clinics infrastructure that engages our physicians in a meaningful way, promotes efficiencies in care delivery and creates opportunities for expansion of services. This investment provides a platform for growth that can be developed to better meet the needs of the residents of our District by opening up access to care regardless of insurance coverage or ability to pay for services.

Pillar/Goal Alignment:

Service People Quality Finance Growth Community

Financial/Quality/Safety/Regulatory Implications

The addition of Dr. Lopez Silva to SVH Clinics has been identified as a need for recruitment while also providing additional resources and coverage for SVH PrimeCare.

The compensation proposed in these agreements have been reviewed against published industry benchmarks to confirm that the terms contemplated are fair market value and commercially reasonable.

Recommendation

Salinas Valley Health Administration requests that the Personnel, Pension and Investment Committee recommend to the Salinas Valley Health Board of Directors approval of the following:

1. **The Findings Supporting Recruitment of Natali Lopez Silva, MD,**
 - That the recruitment of a family medicine physician to Salinas Valley Health Clinics is in the best interest of the public health of the communities served by the District; and
 - That the recruitment benefits and incentives the hospital proposes for this recruitment are necessary in order to attract and relocate an appropriately qualified physician to practice in the communities served by the District;
2. **The Contract Terms of the Recruitment Agreement for Dr. Lopez Silva; and**
3. **The Contract Terms of the Family Medicine Professional Services Agreement for Dr. Lopez Silva.**

Attachments

- Curriculum Vitae for Natali Lopez Silva, MD

Natali Lopez Silva, MD

748 Yucatan Way
Salinas, Ca, 93905
(831)676-8654
silvaNL@natividad.com

Education

Universidad Autonoma de Guadalajara Medical School 07/2015-06/2019
Guadalajara, Mexico

California State University of San Bernardino,
San Bernardino, CA, Bachelor of Science of Biology 09/2008-12/2012

Internships and Residency

Family Medicine Residency at Natividad Medical Center 06/2021-present

- Morning Report scheduler: scheduling interns for daily core case-based presentations
- Over 800 outpatient encounters in my continuity clinic at the end of my 2nd year
- I pursued additional training in HIV management during my residency
- I have trained in many procedures: Nexplanon/IUD insertion, Endometrial Biopsy,

Research Experience

Natividad Blood pressure Quality Improvement Colloquium 09/2021
“Implementing a contingency management program to distribute blood pressure cuffs to improve blood pressure in our continuity clinic”

Natividad Diabetes Control management Quality Improvement Colloquium 09/2022
“Implementing a diabetic order panel with the goal of reduce HgA1c >9 to below 70% of patients at laurel family clinic”

Residency Didactics presentations

Acne Vulgaris Management .2021
Secondary Amenorrhea Work-up and Management.2021
HIV Dermatological Diseases and Management.2021
Chronic Shoulder Pain Management.2021
Pneumonia in Pediatric Population.2021
DM type 1 in Childhood Diagnosis and Management.2021
Urticaria Diagnosis and Treatment.2022
Hypertriglyceridemia induced acute pancreatitis inpatient Management.2022
Trigger Finger Management.2022
Periprocedural Management of anticoagulation in patients with non-valvular atrial fibrillation.2022
Management of uncomplicated type B aortic dissection.2022
Management of Atherosclerotic cardiovascular risk in young adults.2022

Certifications

-
- ACL, PALS, BLS, ALSO

Professional Affiliations

-
- American Academy of Family Physicians

Languages

-
- **Spanish, English:** Native Language

Personal Interests

I was born and raised in Salinas, CA. I'm excited to provide high-quality medical services to our underrepresented population. During my spare time, I enjoy traveling and experiencing new cuisines. I enjoy hiking, bowling, and spending time with friends and family.

Board Paper: Personnel, Pension and Investment Committee

Agenda Item: **Consider Recommendation for Board Approval of (i) the Findings Supporting Recruitment of Aileen Wang, MD (ii) the Contract Terms for Dr. Wang's Recruitment Agreement, and (iii) the Contract Terms for Dr. Wang's Endocrinology Professional Services Agreement**

Executive Sponsor: Allen Radner, MD, Chief Medical Officer, Salinas Valley Health
Gary Ray, Chief Administrative Officer, Salinas Valley Health Clinics

Date: April 18, 2023

Executive Summary

In consultation with members of the medical staff, Salinas Valley Health (SVH) executive management has identified the recruitment of a physician specializing in endocrinology as a recruiting priority for the Medical Center's service area. Based on the Medical Staff Development Plan, completed by ECG Management Group in January 2023, the specialty of Endocrinology is recommended as a top priority for recruitment. The current average wait time for a new patient appointment at Salinas Valley Health Diabetes & Endocrine Center is over 70 days, emphasizing the need for additional physicians.

The recommended physician, Aileen Wang, MD, received her Doctor of Medicine degree in 2009 from Ross University School of Medicine in Dominica. In 2012, Dr. Wang completed her Internal Medicine Residency with the Mount Sinai School of Medicine in Jamaica, New York. She graduated from her Endocrinology, Diabetes, and Metabolism Fellowship at Tulane University School of Medicine in New Orleans. Dr. Wang worked at Hazel Hawkins for several years before moving to Northern California. She is excited to return to our community in August and continue to help combat the diabetes epidemic in Monterey County.

Terms and Conditions of Agreements

The proposed physician recruitment requires the execution of two types of agreements:

1. **Professional Services Agreement** Essential Terms and Conditions:

The proposed professional services agreement includes the following terms:

- Professional Services Agreement that provides W-2 relationship for IRS reporting
- Two (2) year term for the PSA
- 1.0 Full-Time Equivalent (FTE)
- Base guarantee salary of two hundred twelve thousand dollars (\$260,000) per year, and to the extent it exceeds the base salary, productivity compensation of fifty seven dollars and sixty five cents (\$45.60) work Relative Value Unit (wRVU)
- Access to SVH Health Plan. Physician premium is projected based on 15% of SVH cost
- Access to SVH 403(b) and 457 retirement plans. Five percent (5%) base contribution to 403b plan that vests after three (3) years. Based on federal contribution limits this contribution is capped at sixteen thousand five hundred dollars (\$16,500) annually
- Four (4) weeks off for vacation
- CME Stipend. Two thousand four hundred dollars (\$2,400) annual stipend for Continuing Medical Education (CME).
- The physician will receive an occurrence based professional liability policy through BETA Healthcare Group

2. **Recruitment Agreement** that provides a sign-on bonus of forty thousand dollars (\$40,000) which is structured as forgivable loan over two years of service.

Meeting our Mission, Vision, Goals

Strategic Plan Alignment:

The recruitment of Dr. Wang is aligned with our strategic priorities for the growth and finance pillars. We continue to develop Salinas Valley Health Clinics infrastructure that engages our physicians in a meaningful way, promotes efficiencies in care delivery and creates opportunities for expansion of services. This investment provides a platform for growth that can be developed to better meet the needs of the residents of our District by opening up access to care regardless of insurance coverage or ability to pay for services.

Pillar/Goal Alignment:

Service People Quality Finance Growth Community

Financial/Quality/Safety/Regulatory Implications

The addition of Dr. Wang to SVH Clinics has been identified as a need for recruitment while also providing additional resources and coverage for the SVH Diabetes & Endocrine Center.

The compensation proposed in these agreements have been reviewed against published industry benchmarks to confirm that the terms contemplated are fair market value and commercially reasonable.

Recommendation

Salinas Valley Health Administration requests that the Personnel, Pension and Investment Committee recommend to the Salinas Valley Health Board of Directors approval of the following:

1. **The Findings Supporting Recruitment of Aileen Wang, MD,**
 - That the recruitment of an endocrinologist to Salinas Valley Health Clinics is in the best interest of the public health of the communities served by the District; and
 - That the recruitment benefits and incentives the hospital proposes for this recruitment are necessary in order to attract and relocate an appropriately qualified physician to practice in the communities served by the District;
2. **The Contract Terms of the Recruitment Agreement for Dr. Wang; and**
3. **The Contract Terms of the Endocrinology Professional Services Agreement for Dr. Wang.**

Attachments

- Curriculum Vitae for Aileen Wang, MD

Curriculum Vitae
AILEEN K. WANG, MD, FACE

PO Box 730072, San Jose, CA 95173
Email: aileenwangmd@gmail.com Tel: (408) 472-6412

EDUCATION:

01/2001 – 12/2002 **University of California, Davis**, Davis, Bachelor of Science, Computer Science,
December, 2002
09/2005 – 05/2009 **Ross University School of Medicine**, Dominica, Doctor of Medicine, May, 2009

POSITION HELD:

09/2022 – Present **Supervisory Physician, Veterans Affairs Northern California**

10/2014 – 08/31/2022 **Staff Physician, Endocrinology and Internal Medicine**
Hazel Hawkins Memorial Hospital, Hollister, CA

- Assist with developing diabetes center and educational program
- Implement Endocrine dynamic test and protocol
- Participate in quality improvement projects and community outreach program

09/2021 – 10/01/2024 **Clinical Adjunct Faculty**
Lincoln Memorial University, DeBusk College of Osteopathic Medicine

POSTDOCTORAL TRAINING:

07/2009 – 06/2012 Intern and resident, **Internal Medicine**
Mount Sinai School of Medicine (Queens Hospital Center) Program, Jamaica, NY

07/2012 – 6/2014 Fellow, **Endocrinology, Diabetes, and Metabolism**
Tulane University School of Medicine, New Orleans, LA

BOARD CERTIFICATION:

08/2012 Diplomate, American Board of Internal Medicine
11/2014 Diplomate, American Board of Internal Medicine, Endocrinology

LICENSURE:

06/2014 – Present California State Medical Licensure
09/2014 – Present Drug Enforcement Administration Number
07/2012 – 12/2014 Louisiana State Medical Licensure

CERTIFICATION/COURSE:

03/2014 AACE Diagnostic Endocrine Neck Ultrasound and UGFNA Course

PROFESSIONAL SOCIETIES:

05/2021 – Present Fellows of the American Association of Clinical Endocrinology
01/2012 – Present American Association of Clinical Endocrinologist
09/2012 – 2017 Endocrine Society
09/2012 – 2014 American Thyroid Association
03/1999 – Present Phi Theta Kappa

MEDICAL SCHOOL HONORS:

01/ 2006 – 12/ 2006 **Scholars Program**, Ross University School of Medicine

OTHER AWARDS/ACCOMPLISHMENTS:

2000 De Anza Associated Student Body (DASB) for Full-Time Scholarship
1998- 2000 Dean's List, De Anza College, (4 quarters);

PROFESSIONAL ACTIVITIES:

07/2013 – 12/2013 Chief Fellow, Tulane University School of medicine

VOLUNTEER EXPERIENCE:

10/2014 – Present **Hazel Hawkins Memorial Hospital**, Community Outreach Program

07/2012 – 06/2014 **Tulane University Health Sciences Center**, Volunteer

10/ 2005 – 12/ 2006 **Salybia Mission Project**, Member
Ross University School of Medicine, Dominica, West Indies

06/ 2006 – 12/ 2006 **Ross-Seventh-Day Adventist Fellowship Clinic**, Member
Ross University School of Medicine, Dominica, West Indies

03/ 2003 – 01/ 2005 **Smoking Cessation Advisor**
Stanford University Hospitals and Clinics, Palo Alto, CA

RESEARCH EXPERIENCE:

9/2013 – 6/2014 Co-Investigator, Department of Endocrinology, Tina Thehi, MD.
Thethi T, Wang A, Haggar M, Carpio G, Wilkins F. *“Effect of renin-angiotensin-system blockade on urinary free light chains in patients with type 2 diabetes mellitus.”*

3/2010 – 6/2012 Co-Investigator, Department of Endocrinology, Issac Sachmechi, MD.
Sachmechi I, Wang A, Kim P, Reich D, Hildegard P, Salvador V. *“The Impact of Diabetes Support/Education Group on the metabolic parameters of patients with Diabetes Mellitus”*

Co-Investigator, Department of Endocrinology, Issac Sachmechi, MD.
Sachmechi I, Kim P, Reich D, Ahmed S, Joseph J, Wang A. *“The Effect of Bisphosphonates on Bone Mineral Density in Postmenopausal women with Type 2 Diabetes”*

PUBLICATIONS:

Book Chapter Wang AK, Thethi TK. Natural Course (Stages/Evidence Based Discussion). In: Lerma E, Batuman V, editors. *Diabetic and Kidney Diseases*. (Springer, New York 2014)

Journal Article

Liu C, Wang A, Fonseca V, Sartor O, Shi L. Association of metformin use with incidence and mortality of prostate cancer: A meta-analysis. *American Journal of Medical Science* (pending publication)

Wang A, Sharma S, Mrejen-Shakin K, Kim P. Hypomagnesemia in Intensive Care Unit: Choosing your Gastrointestinal Prophylaxis, a case report and literature review. *Indian Journal of Critical Care Medicine*. (July, 2014)

Sachmechi I, Wang A, Kim P, Reich D, Hildegard P, Salvador V. The Impact of diabetes education and peer support group on the metabolic parameters of patients with Diabetes Mellitus (Type 1 and Type 2). *British Journal of Medical Practitioners*. Dec 2013

Poster Presentation

Katalenich B, Shi L, Liu S, Shao H, McDuffie, Haggar M, Wang A, Carpio G, Thethi T, Fonseca V. (2014, June). *“Evaluation of a Remote Monitoring System for Diabetes Control and Medication Adherence”*. American Diabetes Association. San Francisco, CA.

Wang A, Khan A. (2013, October). *“Parotid mucoepidermoid cancer following thyroid radioiodine ablation”*. American Thyroid Association. San Juan, Puerto Rico.

Sachmechi I, Wang A, Kim P, Reich D, Hildegard P, Salvador V. (2013, May). *“The*

Impact of Diabetes Support/Education Group on the metabolic parameters of patients with Diabetes Mellitus". American Association of Clinical Endocrinologist. Phoenix, AZ.

Sachmechi I, Wang A, Hirsch B. (2012, May). "*Unusual Case of Levothyroxine Allergy*". American Association of Clinical Endocrinologist. Philadelphia, PA

Wang A, Sharma S, Mrejen-Shakin K, Kim P. (2012, May). "*Hypomagnesemia in Intensive Care Unit: Choosing your Gastrointestinal Prophylaxis, a case report and literature review*". Mount Sinai School of Medicine (Queen Hospital Center). Jamaica, NY

Ochieng P, Wang A, Bandagi S, (2010, Nov). "*Case of Reversible Blindness in a Patient with Systemic Lupus Erythematosus*". American College of Physician, Rochester, NY.

Eggers D, John G, Ho T, Rahmatian A, Wang A. (2004, August). "*Glass Encapsulation as a Means of Trapping Folding Intermediates in Aggregation Pathways*". Poster presented at: Symposium; San Diego, CA.

Podium Presentation Wang A, Bandagi S. (2012, May). "*Mysterious Lung Nodules in a patient with recently diagnosed Breast Cancer and history of Rheumatoid Arthritis*" Mount Sinai School of Medicine at Queen Hospital Center, Jamaica, NY.

PERSONAL/SKILLS: Electronic medical records software: proficient in EPIC, CPRS, eCW, CLIQ, QuadMed
Languages: Fluent English and Burmese
Conversational skills in Mandarin and Spanish
Hobbies: Jogging, Hiking, Tennis, golf, paintings, and dancing

Board Paper: Personnel, Pension and Investment Committee

Agenda Item: **Consider Recommendation for Board Approval of (i) the Findings Supporting Recruitment of Bruce Horng Lin, MD (ii) the Contract Terms for Dr. Lin's Recruitment Agreement, and (iii) the Contract Terms for Dr. Lin's Radiology Professional Services Agreement**

Executive Sponsor: Allen Radner, MD, Chief Medical Officer, Salinas Valley Health
Gary Ray, Chief Administrative Officer, Salinas Valley Health Clinics

Date: April 18, 2023

Executive Summary

Prior to December 16, 2022, Salinas Valley Health (SVH) was operating under a group Professional Services Agreement with Salinas Valley Radiologists, Inc. (SVR) to provide diagnostic, interventional, and mammography radiology services at Salinas Valley Health Medical Center (SVHMC) and at Salinas Valley Health Clinics (SVH Clinics). Five of the SVR radiologists have since contracted with SVH to provide radiology services under individual Professional Services Agreements (PSAs) through SVH Clinics. SVH Clinics has recruited an additional interventional radiologist to provide necessary coverage at SVHMC and SVH Clinics.

The recommended physician, Bruce Lin, MD, received his Doctor of Medicine degree in 1995 from the College of Medicine at the University of Vermont in Burlington. In 2001, Dr. Lin completed his Residency in Diagnostic Radiology and his Fellowship in Vascular and Interventional Radiology with the University of Chicago Hospitals in Chicago, Illinois. He worked for SVR for several years before relocating and is excited to return to the area. He is expected to start this summer.

Terms and Conditions of Agreements

The proposed physician recruitment requires the execution of two types of agreements:

1. **Professional Services Agreement** Essential Terms and Conditions:

The proposed professional services agreement includes the following terms:

- Professional Services Agreement that provides W-2 relationship for IRS reporting
- Two (2) year term for the PSA
- 1.0 Full-Time Equivalent (FTE)
- Base compensation is five hundred fifty thousand dollars (\$530,000) per year in addition to fair market value productivity income based on Medical Group Management Association (MGMA) Median for Western Region wRVU compensation for additional diagnostic radiology services.
- Access to SVH Health Plan. Physician premium is projected based on 15% of SVH cost
- Access to SVH 403(b) and 457 retirement plans. Five percent (5%) base contribution to 403b plan that vests after three (3) years. Based on federal contribution limits this contribution is capped at sixteen thousand five hundred dollars (\$16,500) annually
- CME Stipend. Two thousand four hundred dollars (\$2,400) annual stipend for Continuing Medical Education (CME).
- The physician will receive an occurrence based professional liability policy through BETA Healthcare Group

2. **Recruitment Agreement** that provides a sign-on bonus of fifty thousand dollars (\$50,000) which is structured as forgivable loan over two years of service.

Meeting our Mission, Vision, Goals

Strategic Plan Alignment:

The recruitment of Dr. Lin is aligned with our strategic priorities for the growth and finance pillars. We continue to develop Salinas Valley Health Clinics infrastructure that engages our physicians in a meaningful way, promotes efficiencies in care delivery and creates opportunities for expansion of services. This investment provides a platform for growth that can be developed to better meet the needs of the residents of our District by opening up access to care regardless of insurance coverage or ability to pay for services.

Pillar/Goal Alignment:

Service People Quality Finance Growth Community

Financial/Quality/Safety/Regulatory Implications

The addition of Dr. Lin to the SVHC radiology program is aligned with SVH's strategic priorities for service and growth pillars. SVH continues to develop its infrastructure that engages our physicians in a meaningful way, promotes efficiencies in care delivery and creates opportunities for expansion of services. This investment provides a platform for growth that can be developed to better meet the needs of our hospital and clinic patients.

Recommendation

Salinas Valley Health Administration requests that the Personnel, Pension and Investment Committee recommend to the Salinas Valley Health Board of Directors approval of the following:

1. **The Findings Supporting Recruitment of Bruce Lin, MD,**
 - That the recruitment of a radiologist to Salinas Valley Health Clinics is in the best interest of the public health of the communities served by the District; and
 - That the recruitment benefits and incentives the hospital proposes for this recruitment are necessary in order to attract and relocate an appropriately qualified physician to practice in the communities served by the District;
2. **The Contract Terms of the Recruitment Agreement for Dr. Lin; and**
3. **The Contract Terms of the Radiology Professional Services Agreement for Dr. Lin.**

Attachments

- Curriculum Vitae for Bruce Lin, MD

BRUCE H. J. LIN, M.D.

PROFESSIONAL HISTORY

Founder, President and Medical Director
Mission Vascular Interventional Group
Bruce H. J. Lin MD, PC
Fremont, CA
January, 2015 to 2023

Vascular Radiology
Pacific Vascular Institute
Aiea, HI and Kona, HI
January, 2022 to 2023

Director, Vascular and Interventional Radiology
Diagnostic Radiologist
WRMG
Fremont, CA
April, 2008 to December, 2021

Diagnostic and Interventional Radiology
Salinas Valley Radiologists
Salinas Valley Memorial Hospital, Salinas, CA
Natividad Medical Center, Salinas, CA
Mee Memorial Hospital, King City, CA
November, 2004 to March, 2008

Director, Vascular and Interventional Radiology
Diagnostic Radiologist
Valley Imaging Consultants, LLC
Rush-Copley Medical Center, Aurora, IL
August, 2001 to October, 2004

Governing Board
Vascular and Interventional Radiology
Silicon Valley Interventional Center
Mountain View, CA
January 2014 to September, 2022

CERTIFICATIONS

- Licensed Physician and Surgeon
 - California License no. 16837214
 - Hawaii License no. MD-21929
- American Board of Radiology, Diplomate, May, 2000
Certificate No. 45363, May, 2000, American Board of Radiology
- Interventional Radiology (IR/DR) Board certificate Oct 16, 2017

POST-GRADUATE TRAINING

Fellowship in Vascular and Interventional Radiology
University of Chicago Hospitals, Chicago, IL 2000-2001

Residency in Diagnostic Radiology
University of Chicago Hospitals, Chicago, IL 1996-2000

Internship in Transitional Medicine
University of Chicago Hospitals,
Louis A. Weiss Memorial Hospital, Chicago, IL 1995-1996

EDUCATION

M.D., College of Medicine, University of Vermont, Burlington, VT. 1991-1995

B.A. Biology and Computer Science, Goshen College, Goshen, IN. 1987-1991

HONORS AND AWARDS

Residency:

Recipient, 1998 "Introduction to Research Program" Award. Jointly sponsored by Radiological Society of North America, American Roentgen Ray Society and Association of University Radiologists.

The 1998 Chien-Tai Lu Award, for outstanding clinical and scientific work in Angiography and Interventional Radiology, Department of Radiology, University of Chicago Hospitals

Outstanding Resident of the Year in Body Imaging Award for 1997-1998. Department of Radiology, The University of Chicago Hospitals

Medical School:

Honors: Gross Anatomy, Pathology, OB/Gyn, Psychiatry, Family Practice, Critical Care Medicine Acting Internship, Emergency Medicine, Hematology/Oncology, Radiology Clerkship (Medical Center Hosp. of Vermont), Advanced Clerkship in Radiology (Massachusetts General Hospital), Medical Informatics, Gross Anatomy Teaching Assistantship

Undergraduate:

International Student Full Scholarship, 1987-1991

PUBLICATIONS

- **Lin BHJ**, Vieco PT. Intracranial mycotic aneurysm in a patient with endocarditis caused by *Cardiobacterium hominis*. *Can Assoc Radiol J* 1995; 46:40-2.
- **Lin BHJ**, Stull MA, Grant T. Extraluminal appendicolith in perforating appendicitis. *AJR* 1996; 166:1499.
- **Lin BHJ**, Funaki B, Szymiski GX. A technique for inserting inadvertently removed tunneled hemodialysis catheters using existing subcutaneous tracts. *AJR* 1997; 169:1157-8.
- Chang TC, Szymiski GX, **Lin BHJ**, Funaki B. Treatment of inferior vena cava obstruction in hemodialysis patients using wallstents: early and intermediate results. *AJR* 1998; 171:125-8.
- **Lin BHJ**, Vargish T, Dachman AH. CT findings after laparoscopic repair of ventral hernia. *AJR* 1999; 172:389-392.
- **Lin BHJ**, Chottanapund K, Suh W, Kim R, Rubin DT, Hanan I, Dachman AH. Comparison of ray sum, surface rendered and volume rendered displays of CT colonography. *Computer Assisted Radiology and Surgery 2000*, proceedings of 14th International Congress, series 1214, pg. 629-634.
- Cihangiroglu M, **Lin BHJ**, Dachman AH. Collateral pathways in superior venal caval obstruction as seen on CT. *J Comp Assist Tomogr* 2001; 25(1):1-8.
- **Lin BHJ**, Dachman AH. CT Colonography: the next screening examination? *Innervision* 2001; 16(10):11-15.

SCIENTIFIC PRESENTATIONS

- **Lin BHJ**, Chen R, Liu S. Evaluation and experience with a novel balloon catheter with an injection valve. ISET 2014 Annual Meeting, January 2014, Miami, FL
- **Lin BHJ**, Chen R, Davis R, Liu S. Prospective evaluation of a novel balloon catheter with an injection valve: initial results and performance validation. Presenting author, European Congress of Radiology 2014 Annual Meeting, March 2014, Vienna, Austria
- **Lin BHJ**, Chen R, Liu S. Evaluation and experience with a novel balloon catheter with an injection valve in dialysis access and deep venous thrombosis patients. Presenting author, Society of Interventional Radiology Annual Meeting 2014, March 2014, San Diego, CA
- **Lin BHJ**, Cihangiroglu M, Dachman AH. CT Manifestations of collateral venous pathways in SVC obstruction. *Presenting Author*, 101st Annual Meeting of the American Roentgen Ray Society, April 2001, Seattle, WA.

- **Lin BHJ**, Van Ha TG, Funaki B, Lorenz J, Rosenblum J, Leef J. Transjugular Liver Biopsy in patients with liver transplants and coagulopathies. *Presenting Author*, 101st Annual Meeting of the American Roentgen Ray Society, April 2001, Seattle
- **Lin BHJ**, Lin HY, Wang AH. Radiologic Evaluation of the Heavy Eye Phenomenon. *Presenting Author*, 2001 European Congress of Radiology, February, 2001. Vienna, Austria.
- **Lin BHJ**, Cihangiroglu M, Dachman AH. Sonographic evaluation of pancreatic transplantation with portal venous and enteric exocrine drainage. *Presenting Author*, 2001 European Congress of Radiology, February, 2001. Vienna, Austria.
- **Lin BHJ**, Chottanapund K, Suh W, Kim R, Rubin DT, Hanan I, Dachman AH. Comparison of ray sum, surface rendered and volume rendered displays of CT colonography. *Presenting Author*, 14th International Congress and Exhibition of Computer Assisted Radiology and Surgery, June, 2000.
- **Lin BHJ**, Lin HY, Wang AH, Nayak S. Imaging Heavy Eye Syndrome. *Presenting Author*, 85th Annual Meeting of the Association of University Radiologists, April 2000, Orlando, FL.
- **Lin BHJ**, Lorenz JM, Chou CH, Zaleski GX, Leef JA. Peripherally inserted central catheters: experience in the pediatric population. *Presenting author*, 99th Annual Meeting of the American Roentgen Ray Society, May, 1999. New Orleans, LA.
- Funaki B, Zaleski GX, **Lin BHJ**, Leef JA, Farrell TA, Funaki AN, Lorenz J, Rosenblum JD. Treatment of hemodialysis-related vein stenoses in the pelvis and lower extremities with Wallstents. Presented at the 99th Annual Meeting of the American Roentgen Ray Society, May, 1999. New Orleans, LA.
- Lorenz JM, **Lin BHJ**, Zaleski GX, Rosenblum J, Leef JA. Complications of percutaneous nephrostomy and nephroureterostomy catheter placement. *Presenting author*, 47th Annual Meeting of the Association of University Radiologists, March, 1999. San Diego, CA.
- **Lin BHJ**, Chang TC, Szymiski GX. Screening the requests for ventilation perfusion scans: is it worthwhile? *Presenting author*, The Society of Nuclear Medicine 45th Annual Meeting, June 1998. Toronto, Ontario, Canada. *J Nucl Med* 1998.
- **Lin BHJ**, Ryan JW. Modified ventilation perfusion scan protocols for pregnant patients. *Presenting author*, Canadian Association of Radiologists 61st Annual Meeting. June, 1998. Halifax, Nova Scotia, Canada. *Can Assoc Radiol J* 1998; 49(suppl):S10.
- **Lin BHJ**, Szymiski GX, Rosenblum J, Leef JA. Pharmacomechanical thrombolysis of hemodialysis access grafts: our experience with evolving methods. *Presenting author*, Canadian Association of Radiologists 61st Annual Meeting, June 1998. Halifax, Nova Scotia, Canada. *Can Assoc Radiol J* 1998; 49(suppl):S27.

- **Lin BHJ**, Ben-Ami T. Evaluating didactic teaching conferences via resident feedback. *Presenting author*, Canadian Association of Radiologists 61st Annual Meeting, June 1998. Halifax, Nova Scotia, Canada. *Can Assoc Radiol J* 1998; 49(suppl):S40.
- **Lin BHJ**, Chang TC, Szymiski GX. Screening the requests for ventilation-perfusion scans from the emergency room: is it worth the effort? *Presenting author*, American Society of Emergency Radiology 9th Annual Meeting, April 1998. St Petersburg, FL.
- **Lin BHJ**, Ryan JW. Evaluation of suspected pulmonary embolism in pregnant patients using modified ventilation-perfusion scan protocols. *Presenting author*, American Society of Emergency Radiology 9th Annual Meeting, March 1998. St. Petersburg, FL.
- **Lin BH**, Dachman AH, Vargish T. Significance of extraperitoneal fluid collections following laparoscopic ventral hernia repair. *Presenting author*, Association of University Radiologists 46th Annual Meeting, March 1998. New Orleans, LA. *Acad Radiol* 1998.
- **Lin BH**, Ben-Ami TE. Evaluating didactic teaching in a radiology training program: responsiveness of lecturers to resident feedback. *Presenting author*, Association of University Radiologists 46th Annual Meeting, March 1998. New Orleans, LA. *Acad Radiol* 1998.
- Szymiski GX, **Lin BHJ**, Funaki B, Hackworth CA, Rosenblum JD, Leef JA. Changing methods of pharmacomechanical thrombolysis of hemodialysis access grafts. Presented at the Cardiovascular and Interventional Radiological Society of Europe (CIRSE), October 1997. London, England.
- Szymiski GX, **Lin BHJ**, Funaki B, Chang TC, Hackworth CA, Rosenblum JD, Leef JA. Thirty-day reintervention rate following transjugular intrahepatic portosystemic shunt placement. Presented at the European Society of Gastrointestinal and Abdominal Radiology (ESGAR) 8th Annual Meeting, June 1997. Amsterdam, Netherlands. *European Radiol* 1997; 7(5):779.
- Goldberg SN, **Lin BHJ**, Kaufman JA, Palmer EL, Scott JA, Waltman AC. Can doppler or compression US obviate arteriography to diagnose pulmonary embolus in patients with pulmonary symptoms? *Presenting author*, Radiological Society of North America (RSNA) 80th Annual Meeting, November 1994. Chicago, IL. *Radiology* 1994; 193(P):323.

SCIENTIFIC EXHIBITS

- **Lin BH**, Mitchell MT, Newmark GM, McGill J, Woodle ES, Dachman AH. Helical CT for evaluation of renal transplant donors. Radiological Society of North America 84th Annual Meeting, November 1998. Chicago, IL. *Radiology* 1998; 209(P):592. And at Society of Gastrointestinal Radiologists (SGR) 27th Annual Meeting, February 1998. Rancho Mirage, CA.

- **Lin BHJ**, Vargish T, Dachman AH. Extraperitoneal fluid collections following laparoscopic ventral hernia repair. Society of Gastrointestinal Radiologists 27th Annual Meeting, February 1998. Rancho Mirage, CA.
- **Lin BHJ**, Chang TC, Dachman AH, Szymiski GX, Rosenblum JD, Leef JA. Role of percutaneous abscess drainage in patients with Crohn's disease. Society of Gastrointestinal Radiologists 27th Annual Meeting, February 1998. Rancho Mirage, CA.
- **Lin BHJ**, Funaki B, Szymiski GX. Experience with reinsertion of tunneled hemodialysis catheters utilizing existing subcutaneous tracts after inadvertent access loss. Fourth International Meeting RIPC, April 1997. Toulouse, France.

TRIALS and FACULTY

- Proctor and Consultant, Asia Sirtex Y90 SIRT Program, Greater China Group, Sirtex Medical, Interventional Radiology departments in Hainan, Nanjing, Fujien and Xian, 2022-2023
- Faculty, Balloon Kyphoplasty Physician Training programs. Medtronic Labs. 2022-2023
- Principal Investigator, A Prospective and Multicenter Evaluation of Outcomes for Quality of Life and Activities of Daily Living for Balloon Kyphoplasty in the Treatment of Vertebral Compression Fractures (EVOLVE) Trial, Medtronic, 2014- 2016
- Co-investigator, A Prospective, Single-arm, Multi-center Trial of EkoSonic® Endovascular System and Activase for Treatment of Acute Pulmonary Embolism (PE). (SEATTLE II). Memorial Medical Center, Modesto, CA. 2012-13
- Physician Consultant, Embark LLC, San Jose, CA, 2015 - 2016
- Advisory Board, Teleflex/Hotspur Technologies, Inc., Mountain View, CA 2008 - 2015
- Physician Consultant, Hansen Medical Inc., Mountain View, CA 2012-2016
- Physician advisor/consultant, Tricorn Technologies, Inc., San Jose, CA and Taipei, Taiwan. 2007-2010
- Investigator, Design Validation of Absolute Pro SDS (long length) peripheral stents in in-vitro models. Abbott Vascular Headquarters, Sunnyvale, CA. January 2009.
- Investigator, Design Validation (Acute Performance) of OTW Omnilink Elite peripheral stent systems in a vascular porcine model. Abbott Vascular Study. LyChron Labs, Mountain View, CA. August 2008.
- Investigator, Bard covered stent FDA study for efficacy of delivery system in an animal model.

LyChron Labs, Mountain View, CA. March 2007.

- Co-investigator, A phase 2, multicenter, randomized, open-label study to evaluate the safety and dose-related efficacy of OptiMARK in identifying lesions in the body by MRI. Sponsored by Mallinkrodt Radiology Inc. Site: Department of Radiology, University of
- Co-Investigator, A Multicenter, double-blind, randomized dose-finding study for MR pulmonary angiography. Sponsored by Nycomed Inc. Department of Radiology, University of Chicago, 1998-2000.
- Comparison of Positive and Negative Stool Opacification for CT Colonography. Univ. of Chicago Hospitals clinical trial, Radiology Dept, Co-investigator. 1999-2001.

CME LECTURES

- Course Director, Vertebral Augmentation Workshop, Las Vegas, NV, Carefusion. October, 2011.
- Course Director, Vertebral Augmentation Workshop, Newport Beach, CA, Carefusion. May, 2011.
- Course Director, Vertebral Augmentation Workshop, Modesto, CA, Carefusion. January, 2011.
- Speaker, American Association of Physicians of Indian Origin annual meeting, October, 2014, Milpitas , CA
- Speaker, Advances in Interventional Radiology. NATMA (North American Taiwanese Medical Association) annual meeting, San Jose, CA 2013
- Balloon catheter design and matrix in peripheral vascular and dialysis applications. R & D dept, Abbott Vascular Headquarters, CA. 2009
- Relieving Back Pain. Washington Hospital Lecture Series. Fremont, CA April 2015. Article published in Tri-City Voice newspaper
- Pelvic Congestion Syndrome and Varicose Veins. Washington Hospital Lecture Series. Fremont, CA September 2009. Article published in Tri-City Voice.
- Pelvic Pain and Uterine Fibroid Embolization. Washington Hospital Lecture Series. Fremont, CA. March 2009. Article published in Tri-City Voice
- Noninvasive Vascular Imaging and Endovascular Treatment Options for PVD. Director, CME Program. Fremont, CA September 2008
- Noninvasive Vascular Imaging and Endovascular Treatment Options for PVD. Course Director. CME Program. Monterey, CA March 2008

- *Interventional Radiology: new therapeutic options.* CME consortium, Rush Copley Medical Center, Aurora, IL October 2003
- *New treatments for venous thromboembolic disease.* CME programs. Abbott Laboratories Speaker Bureau. Naperville, IL 2003
- *Embolotherapy in Ob/Gyn,* CME consortium, Rush-Copley Medical Center, Aurora, IL September, 2002
- *Peripheral Vascular Disease: Multidisciplinary approach.* CME consortium lecturer. Rush-Copley Medical Center, Aurora, IL September, 2002
- *Vascular and Interventional Radiology,* monthly lecturer, Family Practice Residency Program, Rush-Copley Medical Center, Aurora, IL, 2002
- *Embolotherapy and Advances in Interventional Radiology*
CME Consortium Lecturer, Rush Copley Medical Center, Aurora, IL September, 2001
- *Interventional Radiology,* Moderator, University of Chicago Annual Radiology Review Course, Chicago, IL April, 2000

PROFESSIONAL MEMBERSHIPS

- Society of Interventional Radiology (SIR)
- American Society of Spine Radiology (ASSR)
- Radiological Society of North America (RSNA)
- European Congress of Radiology (ECR)
- American College of Radiology (ACR)
- California Radiological Society (CRS)

LANGUAGES

- Mandarin Chinese, fluent
- Taiwanese, fluent
- Spanish, basic medical

Board Paper: Personnel, Pension and Investment Committee

Agenda Item: **Consider Recommendation for Board Approval of Findings Supporting Recruitment of Internal Medicine Physicians, and Approval of Contract Terms for Hospitalist Services with Salinas Valley Health Clinics**

Executive Sponsor: Allen Radner, MD, Chief Medical Officer, Salinas Valley Health
 Gary Ray, Chief Administrative Officer, Salinas Valley Health Clinics

Date: April 18, 2023

Executive Summary

The Hospitalist Program for Salinas Valley Health (SVH) operates under Salinas Valley Health Clinics (SVH Clinics). SVH Hospitalist Medicine focuses on increasing patient satisfaction and referring-provider satisfaction, and improved retention of hospitalist physician staff. Due to the growth SVH has experienced in the adult daily census at the Medical Center, the need to recruit and retain hospitalists to the program remains a priority.

Physician Name	Contract Type	FTE Status	Recruitment Incentive
Elaine Lee, DO	W-2	1.0	\$40,000
Liane De Guzman, DO	W-2	1.0	\$40,000
Nancy Mutoro, MD	W-2	1.0	\$40,000
Joseph Shin, MD	W-2	1.0	\$40,000
Rebecca Adams, MD	W-2	0.5	\$20,000

Terms and Conditions of Agreements

The proposed physician recruitment requires the execution of two types of agreements:

- Hospitalist Professional Services Agreement** Essential Terms and Conditions:
 - Professional Services Agreement (PSA) with Standard Terms and Conditions that provides W-2 reporting of physician compensation as an independent contractor
 - Two (2) year term for the PSA
 - Physician compensation for services under the PSA in the amount of \$149.96 per hour for the hours of 7am-7pm, and \$159.96 per hour for the hours of 7pm-7am
 - Schedule Expectation.
 - ❖ 1.0 FTE: Expectation of fifteen (15) twelve (12) hour shifts per month and no less than one hundred eighty (180) twelve (12) hour shifts per year.
 - ❖ 0.5 FTE: Expectation of eight (8) twelve (12) hour shifts per month and no less than ninety-six (96) twelve (12) hour shifts per year.
 - Hospitalist shifts in excess of one hundred eighty (180) twelve (12) hour shifts per year, will be

compensated at an additional \$70.00 per hour credited during each excess shift

- Eligible to participate in the Performance Incentive Program. Eligibility requirements of at least one thousand (1,000) hours worked during the measurement period and a current PSA at time of payment
- Access to SVH Health Plan. Physician premium is projected based on 15% of SVH cost
- Access to SVH 403(b) and 457 retirement plans. Five percent (5%) base contribution to 403b plan that vests after three (3) years. Based on federal contribution limits this contribution is capped at sixteen thousand five hundred dollars (\$16,500) annually
- CME Stipend. In an amount of up to Two thousand four hundred dollars (\$2,400) per year.
- Professional Liability Coverage. Occurrence-based professional liability policy through BETA Healthcare Group.

2. **Recruitment Agreement** Essential Terms and Conditions:

- Recruitment incentive, ranging between twenty thousand dollars (\$20,000) and forty thousand dollars (\$40,000), which will be structured as a forgivable loans over two years of service.

Meeting our Mission, Vision, Goals

Strategic Plan Alignment

The addition of these Hospitalists to the SVH Hospitalist Medicine program is aligned with SVH's strategic priorities for service, quality, finance and growth pillars. We continue to develop SVH Clinics infrastructure that engages our physicians in a meaningful way, promotes efficiencies in care delivery and creates opportunities for expansion of services. This investment provides a platform for growth that can be developed to better meet the needs of the residents of our District by opening up access to care regardless of insurance coverage or ability to pay for services.

Pillar/Goal Alignment:

Service People Quality Finance Growth Community

Financial/Quality/Safety/Regulatory Implications

The compensation proposed in the PSA has been reviewed by HealthWorks, an independent valuation and compensation consulting firm, to confirm that the terms contemplated are both commercially reasonable and fair market value.

Recommendation

Administration recommends that the Board make the following findings:

- **The recruitment of Internal Medicine Physicians to Salinas Valley Health Hospitalist Medicine is in the best interest of the public health of the communities served by the District, and**
- **The recruitment benefits and incentives the hospital proposes for these recruitments are necessary in order to relocate and attract appropriately qualified physicians to practice in the communities served by the District.**

Administration also requests the approval of the contract terms for the following:

- **Professional Services Agreement between Salinas Valley Health and the five (5) physicians listed in the table above, contracted under a W-2 based professional services agreement**
- **Recruitment Agreement between Salinas Valley Health and the five (5) physicians listed in the table above with dollar amounts in the recruitment incentive column.**

Attachments

- Curriculum Vitae for Elaine Lee, DO, Liane De Guzman, DO, Nancy Mutoro, MD, Joseph Shin, MD and Rebecca Adams, MD.

Elaine Lee, D.O.
Resident physician, Natividad Family Medicine Residency Program
119 Vista Mar Ct, Aptos, CA 95003
elainglee2020@gmail.com
831-252-7049

CURRICULUM VITAE

OBJECTIVE

A hospitalist position in a community-oriented organization dedicated to providing excellent patient care for the Central Coast.

LICENSURE

Osteopathic Medical Board of CA	19772
Utah Osteopathic Medical License	12968289-1204
DEA	FL1669259

EDUCATION

D.O., Touro University College of Osteopathic Medicine, Vallejo, CA Outstanding Student in Basic Sciences Award	Aug 2016 – May 2020
B.S. in Natural Resources, Cornell University, Ithaca, NY Dean's List	Sept 1990 – May 1994

PROFESSIONAL EXPERIENCE

Chief Resident/Resident <i>Natividad Family Residency Program, Salinas, CA</i>	Jul 2020 - present
Independent Business Owner, Certified Rolfer™ <i>Elaine Lee Rolwing, Santa Cruz, CA</i> -Provided skilled bodywork to clients with musculoskeletal injuries and chronic pain	2011—2017
Massage Therapy Instructor <i>Midline School of Integrative Bodywork, Santa Cruz, CA</i> -Designed and instructed massage therapy courses	2005—2011
Course Director, Staff Trainer, and Instructor <i>GirlVentures, San Francisco, CA</i> -Supervised instructor teams and instructed backpacking/climbing trips in the Sierras	2001—2011

-Provided staff training, curriculum design and policy development

RESEARCH EXPERIENCE

Research Project, Abraham Pera, M.D. and Tami Hendriksz, D.O., Faculty Mentors, Touro University College of Osteopathic Medicine, February 2018 – June 2018

-**Lead investigator** for a retrospective study evaluating the effectiveness of peer-to-peer ultrasound training for medical students

PUBLICATIONS AND PRESENTATIONS

Improving Procedures in Clinic, **3rd place poster**, Natividad Quality Improvement Colloquium, July 2022

Lee E, Moloney S, Talsma J, et al, "OMT Minute: Tension Headache." *J Am Osteopath Assoc.* 2019; 119(10):e40-e41. <https://doi.org/10.7556/jaoa.2019.096>.

Lee E, Clemmensen J, Pera A, "A pilot study of peer-to-peer ultrasound training for undergraduate medical students." **2nd Place Poster** at the Osteopathic Physicians and Surgeons of California Annual Convention Poster Competition, San Diego, CA, February 13-17, 2019.

Lee E, Abscess drainage. In: Liu B, ed. Touro University California Ultrasound Guide: Collection of Ultrasound Protocols. 2018.

ADDITIONAL TRAINING AND CERTIFICATIONS

Osteopathic Cranial Academy Introductory Course: Osteopathy in the Cranial Field, July 2017

Certified Rolfer™, The Rolf Institute, Boulder, CO, 2011 – 2018

Certified Massage Therapist, California Massage Therapy Council, 2009 – 2011

PROFESSIONAL MEMBERSHIPS

American Academy of Family Physicians, 2020 – present

American Academy of Osteopathy, 2016 – present

American Osteopathic Association, 2016 – present

INTERESTS

Rock climbing, mountain biking, rowing, travel, organic gardening, sustainable living

EDUCATION

Doctor of Osteopathic Medicine, May 2020
Marian University College of Osteopathic Medicine, Indianapolis, IN

Bachelor of Science in Physiology and Neuroscience, June 2016
University of California San Diego, La Jolla, CA
Study Abroad: Buenos Aires, Argentina

PROFESSIONAL TRAINING

Internal Medicine Residency July 2020 – Present
Corpus Christi Medical Center, Corpus Christi, TX

PROFESSIONAL SERVICE

Resident Representative July 2021 – July 2022
Serve as liaison between residents and Graduate Medical Education
Serve as voting member at Graduate Medical Education Committee meetings

Wellness Committee Vice President July 2022 – Present
Organize and promote opportunities for resident wellness

RESEARCH EXPERIENCE

Undergraduate Research Assistant, April 2013 – June 2014
Woods' Lab, University of California San Diego School of Medicine
Principal Investigator: Sheng Li, Ph.D.
Analyzed protein movement and structure using deuterium exchange mass spectroscopy

PRESENTATIONS

De Guzman, L., Taweeseedt, P., Anjum, H., Khan, A., Surani, S., *An Unusual Case of Breast Swelling After Thoracostomy*
Case report presented at CHEST 2021

De Guzman, L., Lee D., Tran D., Li S., Halpert J., (2014, June). *Cytochrome P450 2B4: A HDX Approach to Plasticity Analysis.*
Poster session presented at UCSD 2014 Student Research Showcase, La Jolla, CA.

COMMUNITY SERVICE

Patient Care Team Lead Spring 2019
Near West Outreach Clinic, Indianapolis, IN
Spent two Saturdays leading a care team with one other medical student at a local free medical clinic
Provided clinical exams and health education
Developed treatment plans and presented them to an attending physician/physician assistant
Practiced Spanish language skills

UCSD ArtsBridge Scholar

April 2015 – June 2015

EJE Academies Charter School, El Cajon, CA

Incorporated art instruction into the core curriculum at a dual-language, Spanish and English, charter school

Worked closely with English as a second language students

Hospital Volunteer

March 2014 – March 2015

Scripps Green Hospital, La Jolla, CA

Patient escort, flu screening, answered patient call lights

SKILLS & INTERESTS

Languages: Spanish - limited working proficiency

Hobbies: golf, singing, hiking, spending time with family, traveling and learning about new cultures

NANCY MUTORO, MD

Phone: (469) 584-3707
NancyMutoroMD@gmail.com

3701 Quail View Drive
McKinney, TX 75071

EDUCATION

MD	University of Texas Southwestern Medical School. Dallas, TX.	August 2009-May 2013
BS	University of Texas at Arlington Bachelors of Science in Nursing: Honors Degree Arlington, TX.	August 2000-May 2004

PROFESSIONAL TRAINING

RESIDENCY:		
	Internal Medicine. Texas Health Presbyterian hospital Dallas, TX.	April 2015-May 2017

INTERNSHIP:		
	Internal Medicine: Rutgers New Jersey Medical Center Newark, NJ.	June 2013-April 2015

LICENSURE/CERTIFICATES

ABIM		
	Board Certified in Internal Medicine	Current

Texas Medical Board		
	R3920	Current-8/31/2024

Medical Board of California		
	A150058	Current-8/31/2024

PROFESSIONAL EXPERIENCE

HOSPITALIST

Methodist Charlton Medical Center 3500 W Wheatland Rd, Dallas, TX 75237	Oct 2020-Present
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Furloughed due to COVID 19	May 2020 to Oct 2020
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Onyx MD 1212 Corporate Dr Suite 500, Irving, TX 75038	November 2019-May 2020
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(877) 466-9963

Locum hospitalist at Medical Center Hospital in Odessa, TX. Roles include rounding, swing, and nocturnist duties. Respond to RRT however the ER managed CODE BLUES. Performed admitting, transferring, direct admissions, rounding and discharging patients.

Velosource LLC- Locum position
20 S. Sarah St. Louis, MO 63108

September 2019-May 2020

Hospitalist physician at Salinas Valley Memorial Medical Center. Roles: Rounding, swing, and nocturnist. Responded to RRT however the ER managed CODE BLUES. Performed admitting, transferring, direct admissions, rounding and discharging patients. Continue to provide comprehensive, evidence-based therapies and medicine to patients. Busy hospital with a large volume and high acuity population. Admitted for multiple specialists including orthopedic surgery, OBGYN, vascular surgery etc. Managed own ICU patients except if they were on mechanical ventilation. Coordinated transfer of patients to tertiary centers if indicated.

Velosource LLC- Locum position
20 S. Sarah St. Louis, MO 63108

March 2019-May 2020

Hospitalist physician at Kaweah Delta Healthcare. Roles; noctunist, swing shift and rounder. Responded to rapid response cases as well as code blues. Managed large volume and high acuity cases. Admitted for multiple specialists including orthopedic surgery, OBGYN, vascular surgery etc. Accepted direct admissions, transfers and ICU step down patients. Coordinated transfer of patients to tertiary centers if needed.

V2 Health Medical Corporation
21900 Burbank Blvd. 3rd floor
Woodland Hills California, 91367

October 2017-March 2019

Responsibilities: Hospitalist at Lompoc Valley Medical Center responsible for acute care management of patients in CCU/ICU, telemetry and medical floors. Duties include admissions, rounding, triaging patients to different hospital services. Comfortable with vent management and intubations.

Appointments: Chair: Hospital Pharmacy Committee

June 2018-March 2019

Internist

November 2017-March 2019

Lompoc Valley Medical Center- Physician services.
136 N. 3rd street.
Lompoc, CA. 93436

Responsibilities: Providing comprehensive care that include preventative medicine and management of chronic medical problems.

Physician supervisor of physician assistants and family residents.

RESEARCH/PRESENTATIONS

ACP regional meeting 2017- Dallas, TX.

Oral presentation: A severe case of leptospirosis(Weil's disease) in a recent traveler –Primary Author

Poster presentation: Getting a handle on HANDL- secondary author

SGIM annual meeting- 2017 - Washington, DC.

Poster presentation: Mastitis- A rare cause of Toxic Shock Syndrome

ACP Regional Meeting 2016- Dallas, TX.

Poster presentation: A complicated Maneuver- Primary Author of clinical vignette. Abstract submission- accepted

Rutgers NJMS Research day 2014- Newark, NJ.

Normal liver by Triple-Phase CT in a patient with diffuse hepatic involvement by Small cell lung cancer. Poster presentation of a clinical vignette.

Research and abstract submission 2013- Newark, NJ.

Incidence, risk factors, and prevention of contrast-induced nephropathy in a medical inpatient setting- secondary author.

PROFESSIONAL AFFILIATIONS

American College of Physicians: 2012-present

American Medical Association: 2014-Present

Texas Medical Board: 2015-2018

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REFERENCES

Available upon request

JOSEPH SHIN

1 Hospital Dr, Columbia, MO 65212 | hospitalistjoe@gmail.com | (248) 925-7160

OBJECTIVE | To obtain a full-time position as a day-time hospitalist

EDUCATION & TRAINING

PGY-3 Resident Physician

University of Missouri IM Residency Program, Columbia MO
7/2020 – present (tentative graduation 6/2023)

- University Hospital (Level I Trauma Center, 390 beds)
- Harry S Truman VAMC (123 acute care and 12 ICU beds)

Central Michigan University College of Medicine, Mount Pleasant, MI
Doctor of Medicine (MD), 2016 – 2020

University of Michigan, Ann Arbor MI
Bachelor of Science (BS), 2008 – 2012

EXPERIENCE

Moonlighting Physician

University Hospital, Columbia, Missouri, 10/2021 – 5/2022

SKILLS & ABILITIES

Procedures: arterial line and central venous catheter placement, diagnostic and therapeutic abdominal paracentesis, thoracentesis +/- chest tube placement

EMR: Cerner, CPRS, Epic, Allscripts

LICENSES & CERTIFICATIONS

State of Missouri Medical License (temporary): 2020 – present

State of Missouri CS schedule II-V: 2020 – present

Drug Enforcement Administration (institutional): 2020 – present

American Board of Internal Medicine: board eligible in 6/2023

BLS and ACLS certification: current

SCHOLARLY ACTIVITY

Journal Publications:

Kamson DO, Juhász C, **Shin J**, Behen ME, Guy WC, Chugani HT, Jeong JW.
Patterns of structural reorganization of the corticospinal tract in children with Sturge-Weber syndrome. *Pediatric Neurology*. 2014 Apr;50(4):337-42. doi:10.1016

Jeong JW, Tiwari VN, **Shin J**, Chugani HT, Juhász C.
Assessment of brain damage and plasticity in the visual system due to early occipital lesion: comparison of FDG-PET with diffusion MRI tractography. *Journal of Magnetic Resonance Imaging*. 2015 Feb; 41(2):431-8.

QI Projects:

- Feasibility of Early Hospital Discharges (2022)
- Improving Code Status Discussions in the Clinical Setting (2021)
- Opioid Toolkit Utilization and Pain Contracts (2021)

**EXTRA-
CURRICULARS**

Advanced Physical Diagnosis Preceptor

University of Missouri School of Medicine, 2022 – 2023

- a course focused on developing medical students' clinical skills

MEDZOU Community Health Clinic

University of Missouri School of Medicine, 2021 – 2022

- a faculty-sponsored medical clinic that provides free primary health care

REFERENCES

Turi McNamee MD (Program Director)

University of Missouri IM Residency Program, Columbia MO

mcnameet@health.missouri.edu, (573) 884-1606

Milan Gajera MD (Hospitalist)

University Hospital, Columbia, MO

magbq2@health.missouri.edu, (224) 241-6225

Daniel Lovinger MD (Hospitalist)

Harry S Truman VAMC, Columbia, MO

daniel.lovinger@va.gov, (417) 684-3115

Karthik Gangu MD (Hospitalist, former Nocturnist)

University of Kansas Medical Center, Kansas City, KS

karthik.boston@gmail.com

Brian Bostick MD (Cardiologist)

University Hospital, Columbia, MO

bostickb@health.missouri.edu

Ghulam Ghous MD (Hematology/Oncology Fellow, former Hospitalist)

University Hospital, Columbia, MO

ggkm5@health.missouri.edu

Updated 2/1/2023

Rebecca Adams

Adamsra@natividad.com

64 Paddon Rd □ (512) 818-1418 □ Royal Oaks, CA 95076

EDUCATION

Texas Tech University Health Sciences Center - El Paso July 2016-May 2020
Paul L. Foster School of Medicine
Doctor of Medicine

The University of Texas at Austin
Bachelor of Arts in Government, Aug 2005- May 2010
Bachelor of Science in Radio-Television-Film Aug 2005- May 2010

AWARDS

Scholar in Primary Care, TTUHSC El Paso July 2016 – present
Chosen to participate in a longitudinal primary care program throughout four years of medical school, including extra coursework, mentorship of underclassmen, fundraising, and volunteering in a free migrant clinic

GIMSPP Internal Medicine Preceptorship, Austin Texas July 2017

Dina Scherzer Scholarship Award for Social Awareness, Austin Texas January 2009
Recipient of monetary funds to aid in the creation of a documentary about water scarcity and its impact on humanity.

Staff Member of the Year, KVR TV, Austin, Texas 2007

Rookie of the Year, KVR-TV, Austin Texas 2006

WORK EXPERIENCE

Natividad Medical Center 2020- present

Family Medicine Resident

Extensive inpatient and outpatient experience in a rural community serving mostly low-income and/or Spanish-speaking population

Allergies and Asthma Clinic – Austin, Texas 2014 - 2016

Clinical Assistant

Performed allergy skin tests and spirometry tests, administered immunotherapy, Xolair injections, albuterol nebulizer treatments, trained patients how to use nasal sprays and inhaled corticosteroids.

BBQ with Franklin – Austin, Texas 2015 – 2016

Documentary Video Editor

Intake and organize all footage and create a Master Project for the principal editor, create assembly sequences and first cuts of sequences. I created promos, blooper reels and Series Sell for PBS National.

- Arts in Context – Austin, Texas 2014 - 2015
Documentary Video Editor
 Intake and organize all footage, create assembly sequences and multiple cuts of sequences, create final projects, promos, and export completed projects to video.
- Austin City Limits 40th Anniversary Celebration – Austin, Texas (one week) October 2014
Assistant Director
 Direct all staff manoeuvres, including floor managers and camera operators. Ensure the correct timing and placement of talent in theatre in a live television broadcast event involving over 100 employees.
- KLRU-TV – Austin, Texas 2008 - 2013
Master Control Operator
 Supervise out-going broadcast signal and trouble-shoot any problems that arise. Create and implement live Chyron graphics during live fundraising events.
- Cactus Jack: A Lone Star on Capitol Hill – Austin, Texas Jan 2010 - Aug 2011
Video Editor
 Principal Editor for full-length documentary.
- College Broadcasters, Inc – greater United States Jan 2009 - Jan 2010
Student Board Member
 As the only student board member on the CBI board of directors, I contacted, scheduled, and organized speakers for workshops at the annual CBI conference in New York. I helped aid member stations navigate problems they encountered and helped guide new student organizations that wanted to create local college TV stations. I helped shape CBI policy for the coming year.
- KVR-TV Texas Student Television – Austin, Texas Aug 2007- Aug 2009
Operations Director
 Train and supervise all equipment checkout personnel and studio management team. In 2008, I implemented new equipment checkout procedures to streamline the process.
- The Office of Senator Judith Zaffirini – Austin, Texas January – May 2006
Legislative Intern
 Aid in legislative research, bill-drafting in the field of Education, and letter-drafting for Senator Zaffirini.

RESEARCH EXPERIENCE

Department of Government UT Austin

2005 –2007

Research Assistant

Mentor: Daron Shaw.

Interpret and code print and broadcast media for a quantitative analysis of political campaigns.

TTUHSC- El Paso, PLFSOM

Fall 2018 – 2020

Researcher

Mentor: Dr. Charmaine Martin

Data collection and interpretation of survey results

POSTER PRESENTATIONS

Hartmann J, Unegbu F, Garcia S, Torres L, **Adams R**, Alam Z, Vance J, Wyers J, Leonard T, Martin C, (2017). *The Private Nonprofit Model: How to form a clinic independent of a medical school*. Presented at: Society of Student Run Free Clinics Conference, February 12, 2017, Anaheim California.

Ubuntu, F, Escobedo A, Garcia S, **Adams R**, (2017). *Students in Service at Migrant Farmworker Clinic*. Presented at: Service Learning Symposium, February 7, 2017, El Paso Texas.

Escobedo A, Ubuntu F, Garcia S, **Adams R**, Tran T, (2017). *Creating Community Partnerships to Address Social Determinants of Health at a Free Clinic*. Presented at: Medical Center of the Americas Foundation Conference, March 23 2017, El Paso Texas.

VOLUNTEER EXPERIENCE

Salud Sin Fronteras Operations Co-Chair – El Paso, Texas

Jan 2019 – Present

Help transport and set up clinic equipment, created equipment check-out process and operations procedures to improve clinic flow, helped complete FTCA application to extend clinic insurance to volunteering physicians.

Salud Sin Fronteras Clinic Volunteer – El Paso, Texas

Sept 2016 – Present

Serve one-to-two times monthly by triaging patients, taking histories, perform physical exams, and writing SOAP note under the supervision of volunteering MDs.

Proyecto Santo Niño - Juarez, Chihuahua

2017

Volunteered over the course of the summer/fall with the Sisters of Charity of Cincinnati to help provide physically and mentally disabled kids in the colonias and their mothers with appropriate care and therapy.

Corazon De Oro – El Paso, Texas

October 2016

As part of a school-wide effort to give back to the El Paso Community, I volunteered with a local ranch to help disabled children ride horses as part of animal therapy.

Student Oath Writer – El Paso, Texas,

July 2016

Selected amongst my peers to be part of a team of eight students who wrote the Student Oath for TTUHSC El Paso Class of 2020.

Breast Center Volunteer – St. David’s Hospital – Austin, Texas April – August 2013
Volunteered 1-2 times monthly to explain to patients what will happen in their appointments for mammograms and breast ultrasounds, what items might interfere with their tests.

Breast Cancer Resource Center Volunteer – St. David’s Hospital 2012-2014
I was a Public Speaker Volunteer for the Center, giving 30 minute presentations on the services the BCRC offers to patients, about 3-4 times in total. I also aided post-surgical breast cancer patients with cleaning, babysitting, rides to follow-up appointments, and other duties, as needed, about 6-7 times in total.

MEMBERSHIPS

AAMC, member	2016-present
TMA, member	2018-2020
AAFP, member	2018-present

CME

TAFP Texas Family Medicine Symposium, San Antonio TX, June 2-4 2017
MCE Neurology and Psychiatry for Primary Care, Sonora California, March 9-11 2018

HOBBIES

Hiking, travel, photography and documentary filmmaking

*TRANSFORMATION, STRATEGIC PLANNING
AND GOVERNANCE COMMITTEE*

*Minutes from the April 19, 2023 meeting
of the Transformation, Strategic Planning,
and Governance Committee will be
distributed at the Board Meeting*

(VICTOR REY)

AMENDED AND RESTATED
BYLAWS OF
SALINAS VALLEY MEMORIAL HEALTHCARE SYSTEM
OPERATING AS SALINAS VALLEY HEALTH
MONTEREY COUNTY, CALIFORNIA

ADOPTED BY
LOCAL HEALTH CARE DISTRICT BOARD OF DIRECTORS

April __, 2023



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AMENDED AND RESTATED BYLAWS
of
SALINAS VALLEY MEMORIAL HEALTHCARE SYSTEM

Operating as Salinas Valley Health

Monterey County, California

PREAMBLE

These Amended and Restated Bylaws are adopted by the Board of Directors (the “Board”) of Salinas Valley Memorial Healthcare System, operating as Salinas Valley Health (sometimes referred to herein as “Salinas Valley Health” or the “District”), a public health care district organized June 20, 1947, under the terms of the Local Health Care District Law (Health and Safety Code of the State of California, Division 23, Sections 32000-32492), pursuant to Section 32104 of the California Health and Safety Code. These Bylaws are adopted by the District Board for the purpose of establishing such rules and regulations, not inconsistent with governing laws and regulations, that in the opinion of the Board, are necessary for the exercise of the powers and duties of the Board imposed upon it by Local Health Care District Law and related statutes.

ARTICLE I. PURPOSE, AUTHORITY, OBLIGATIONS

- 1.1 **Purpose.** Salinas Valley Memorial Healthcare System, organized and operating pursuant to Division 23 of the California Health and Safety Code, is committed to serving the healthcare needs of its constituents. The purpose of the District, operating as Salinas Valley Health is to establish, maintain, operate and provide assistance in the operation of one or more health facilities (including Salinas Valley Health Medical Center, sometimes referred to herein as “the Hospital”) or health services at any location inside or outside of the territorial limits of the District for the benefit of the District and the community served by the District; and to do or take any other actions necessary to carry out the provisions of these Bylaws and Local Health Care District Law. In addition, the District is committed to quality care in a family centered atmosphere.
- 1.2 **Mission.** The Mission of Salinas Valley Health is to provide quality healthcare to our patients and to improve the health and well-being of our community. In addition, it is the mission to coordinate services of the District with community agencies, both public and private within the boundaries of the District; to conduct educational and united research activities essential to the health and well-being of our community; and to develop health care and other related programs deemed appropriate and necessary as determined by the Board.
- 1.3 **Vision.** The Vision of Salinas Valley Health is a community where good health grows through every action, in every place, for every person.
- 1.4 **Authority.** The authority of the Board arises from Division 23 of the California Health and Safety Code, Sections 32000 and following. The Board is required to comply with all federal and state laws and regulations.

- 1.4.1 **Title to Property.** The title, direction and control of property owned by Salinas Valley Health shall be vested in the Board. Purchases or sales of property and investment, transfer or other expenditures of trust funds shall be only upon the signature of the President and Treasurer of the Board, or their designees. Any officer of the Board or the President/CEO of District is authorized to execute any documents accepting and consenting to any deeds or grants conveying real property to the District.
- 1.4.2 **Professional and Other Health Care Staff.** The Medical Staff and other health care professionals providing patient care services in or under the auspices of Salinas Valley Health are subject to the authority of the Board.
- 1.4.3 **Disposition of Surplus Funds.** In the event of a surplus of revenue over expenses, use of surplus funds shall be determined by the Board, within the limits of these Bylaws, Local Health Care District Law, and applicable California statutes and regulations.
- 1.5 **Obligations.** The business of Salinas Valley Health is conducted by the Board with due attention to relevant community interests and concerns. Obligations of the Board include, but are not necessarily limited to:
 - 1.5.1 Ultimate accountability for the safety and quality of care, treatment, and services provided by Salinas Valley Health.
 - 1.5.2 Retain fiduciary responsibility and legal authority for all aspects of operations for Salinas Valley Health, Salinas Valley Health Medical Center (“Medical Center”) and Salinas Valley Health Medical Clinics (“Clinic”), including approval of the Medical Center’s and Clinic’s budgets;
 - 1.5.3 Select a President/CEO for Salinas Valley Health;
 - 1.5.4 Evaluate the performance of the President/CEO annually in accordance with preset criteria for that year, with a written evaluation conducted every other year;
 - 1.5.5 Delegate certain specific responsibilities, subject to Board authority, to the Salinas Valley Health President/CEO;
 - 1.5.6 Delegate certain specific responsibilities, subject to Board authority, to the Hospital Medical Staff;
 - 1.5.7 Take action on the Bylaws, Rules and Regulations of affiliated organizations whose Bylaws are subject to Board approval;
 - 1.5.8 Appoint and/or remove Medical Staff members and grant and/or limit specific clinical privileges, acting upon recommendations from the Medical Executive Committee;
 - 1.5.9 Meet situations not specifically covered in these Bylaws through adoption of resolutions, and/or procedural descriptions in the policies and procedures of the Board; and
 - 1.5.10 Account for Salinas Valley Health funds.

ARTICLE II. BOARD MEMBERS

2.1 Number, Qualifications, District Zones, Election and Term.

2.1.1 Number. The Board shall consist of five (5) elected board members.

2.1.2 Qualifications. Each member of the Board (i) shall be a registered voter; (ii) shall reside within the geographic boundaries of the District Zone where elected; and (iii) shall for the duration of the member’s term continue to reside within the geographic boundaries of the District Zone where elected.

2.1.3 District Zones. The District shall consist of five (5) District Zones designated Zone 1, Zone 2, Zone 3, Zone 4 and Zone 5. Beginning with the General Election in November, 2012, and every four (4) years thereafter, the election of members to the Board shall take place in Zone 2 and Zone 3. Beginning with the General Election in November, 2014, and every four (4) years thereafter, the election of members to the Board shall take place in Zone 1, Zone 4 and Zone 5.

2.1.4 Election. Each member of the Board shall be elected by the eligible voters within the geographic boundaries of the District Zone represented by the Board member. Procedures of the election shall be governed by Local Health Care District Law and the Uniform District Election Law.

2.1.5 Term. Each Board member shall serve a term of four (4) years. Board members may succeed themselves indefinitely. In the event a member is appointed to a vacancy on the Board, such member will serve the balance of the unexpired term of office or will serve until the next consolidated election subsequent to the appointment, as provided in Section 1780 of the California Government Code.

2.1.6 Public Meeting Regulations. The District shall cause each Board member and any person elected to serve as a member of the Board who has not assumed the duties of office to receive a copy of California Government Code Sections 54950-54962 (“The Ralph M. Brown Act”).

2.2 Duties. Duties of individual Board members include, but are not necessarily limited to:

2.2.1 Attend Board meetings;

2.2.2 Attend meetings of committees to which the member is assigned;

2.2.3 Relate community input to the Board;

2.2.4 Represent SVMHS in a positive and effective manner in public forums;

2.2.5 As appropriate, be politically active on behalf of Salinas Valley Health and its interests and needs;

2.2.6 Learn enough details about hospital management and patient care services that the Board

member can effectively question reports of both institutional managers and the professional staff, and evaluate the answers;

2.2.7 Accept and fulfill reasonable assignments from the President of the Board;

2.2.8 Participate in the performance evaluation of the Board members pursuant to the evaluation process established by the Board;

2.2.9 Participate in the orientation program for new Board members; and

2.2.10 Become familiar with the provisions of The Ralph M. Brown Act and Local Health Care District Law.

2.3 **Removal of Director.** In accordance with Health & Safety Code Section 32100.2, if a Board member is absent from three (3) consecutive regular meetings of the Board, or from three (3) of any five (5) consecutive meetings of the Board, the Board may, by resolution, declare that a vacancy on the Board exists.

2.4 **Filling Board Vacancies.** Board vacancies created by removal, resignation, death, or moving out of the boundaries of the District or Zone, shall be filled by the methods as provided in Government Code Section 1780 or any applicable successor statute.

2.5 **Compensation.** A member of the Board shall receive one hundred dollars (\$100.00) per meeting, not to exceed five (5) meetings per month. Each member of the Board shall be allowed his or her actual necessary traveling and incidental expenses incurred in the performance of official business of Salinas Valley Health as assigned by the Board. "Meeting," as that term is used in this Section, shall mean regular and annual meetings held pursuant to Section 5.1 of these Bylaws, special meetings held pursuant to Section 5.3, standing committee meetings held pursuant to Section 4.2, ad hoc committee meetings held pursuant to Section 4.3, and meetings of the Medical Staff of the Hospital.

2.6 **Conflict of Interest.** No Board member shall realize economic gain from an action of the Board in which that Board member participated. Board members shall be required to follow the Conflict of Interest Code adopted by the Board.

ARTICLE III. OFFICERS

3.1 **List of Officers.** The Officers of the Board shall be:

- President
- Vice President
- Secretary
- Treasurer
- Assistant Treasurer

3.2 **Qualifications, Selection and Term**

3.2.1 Officers are elected by the Board at the annual meeting from among its own members. Election must be by no less than three (3) votes.

3.2.2 Officers are elected for a period of two (2) years and shall serve until a successor has been duly elected. No Board member shall serve more than six (6) consecutive years in the same office.

3.2.3 A Board member shall not simultaneously hold more than one (1) office.

3.3 **Duties of the President.** The President of the Board shall:

3.3.1 Preside at all meetings of the Board;

3.3.2 Execute contracts, correspondence, conveyances, and other written instruments as authorized by the Board; and

3.3.3 Appoint chairpersons and members of Board committees.

3.4 **Duties of the Vice President.** The Vice President shall:

3.4.1 In the absence of the President of the Board, assume the duties of the President of the Board; and

3.4.2 Perform such reasonable duties as may be required by the Board or by the President of the Board.

3.5 **Duties of the Secretary.** The Secretary shall:

3.5.1 Be responsible for maintaining minutes of Board meetings;

3.5.2 Be responsible for maintaining other documentation as may from time to time be required by the Board's activities; and

3.5.3 Perform such reasonable duties as may be required by the Board or by the President of the Board.

3.6 **Duties of the Treasurer.** The Treasurer shall:

3.6.1 Be responsible for the safekeeping, accounting for and disbursement of SVMHS funds, at the direction of the Board; and

3.6.2 Perform such reasonable duties as may be required by the Board or by the President of the Board.

3.7 **Duties of the Assistant Treasurer.** The Assistant Treasurer shall:

3.7.1 In the absence of the Treasurer, assume the duties of the Treasurer; and

3.7.2 Perform such reasonable duties as may be required by the Board or by the President of the Board.

3.8 **Removal of Officers and Vacancies**

3.8.1 **Removal.** Officers may be removed by vote of three (3) Board members for failure to perform the duties of the office, or for malfeasance in office.

3.8.2 **Vacancies.** Vacancy in any office shall be filled by Board election, as soon as is reasonably possible.

ARTICLE IV. COMMITTEES

4.1 **Appointment and Terms of Members of Board Committees.** The President of the Board shall appoint voting members of the Board committees. Appointments are for two (2) years.

4.2 **Standing Committees.** All meetings of the standing committees described in this Article, including without limitation regular, adjourned regular, and special meetings, shall be conducted in accordance with the provisions of The Ralph M. Brown Act. The Board of Directors shall adopt Committee Charters to include the purpose, authority, membership and scope of duties for the following standing committees of the Board:

4.2.1 Community Advocacy Committee

4.2.2 Corporate Compliance and Audit Committee

4.2.3 Finance Committee

4.2.4 Personnel, Pension and Investment Committee

4.2.5 Quality and Efficient Practices Committee

4.2.6 Transformation, Strategic Planning and Governance Committee

4.3 **Additional Committees.** Additional committees, permanent or temporary, can be established at any time and from time to time by the Board.

ARTICLE V. MEETINGS

5.1 **Regular Meetings and Annual Meeting.** The Board shall meet each month, and the December meeting is designated the annual meeting. Regular meetings and the annual meeting shall commence at 4:00 p.m., and shall be held at the Hospital or another SVMHS facility located within the District boundaries. If all members of the Board are absent from a regular meeting or the annual meeting, the Secretary shall declare the meeting adjourned to a stated time and place. The Secretary shall cause a notice of adjournment to be posted within twenty-four (24) hours after the adjournment. The Secretary shall cause a written notice of adjournment to be mailed to each Board member at least twenty-four (24) hours before the time and date to which the meeting is adjourned.

- 5.2 **Agenda.** SVMHS shall post an agenda complying with Government Code Section 54954.2 at least seventy-two (72) hours before a regular meeting and before the annual meeting.

- 5.3 **Special Meetings.** Special meetings may be called at any time for a specific, announced purpose by the President of the Board, or on request of any three (3) Board members. SVMHS shall deliver written notice of a special meeting to all Board members at least twenty-four (24) hours before the time of the meeting as specified in the notice. SVMHS shall post the notice of the special meeting at least twenty-four (24) hours prior to the special meeting in a location that is freely accessible to members of the public.

This 24 hour notice requirement shall not apply in an “emergency situation” as defined in California Government Code Section 54956.5. If all members of the Board are absent from a special meeting, the Board secretary shall follow the same adjournment procedures set forth in Section 5.1 of these Bylaws.

- 5.4 **Quorum.** For regular and special meetings of the Board, a quorum shall be three (3) members. For committees, a quorum shall be a majority of the members of that committee, and shall include one (1) Board member.

- 5.5 **Majority Vote.** Actions of the Board shall be by a majority of three (3) members of the Board. No action shall be taken by the Board, however, by secret ballot, whether preliminary or final.

- 5.6 **Minutes.** A record of proceedings of all meetings of the Board and of all standing committees of the Board shall be kept on file.

- 5.7 **Public Meetings.** Except as otherwise provided in the California Government Code, all meetings of the Board shall be open and public, and all persons shall be permitted to attend any meeting, unless otherwise provided by law. Public testimony or comment on a particular issue shall be limited to a maximum of three (3) minutes for each individual speaker for each issue. The Board may, at its discretion, allow for more time if deemed appropriate or necessary.

ARTICLE VI. SVMHS PRESIDENT/CEO

- 6.1 **Employment of SVMHS President/Chief Executive Officer.** A qualified and competent President/CEO shall be employed by the Board and given responsibility for the day-to-day management of SVMHS, subject to Board policy. Such management shall include the selection and evaluation of key management staff.

- 6.2 **Duties of SVMHS President/CEO.** The duties of the President/CEO shall include but not be limited to the following:
 - 6.2.1 The President/CEO, or the President/CEO’s designee, shall make periodic reports to the Board regarding the operations of the Hospital.

 - 6.2.2 The President/CEO shall be a member of all Board committees.

 - 6.2.3 The President/CEO shall have the authority to sign temporary privileges and to sign Board approvals of Medical Staff membership and/or privileges for and on behalf of the

Board.

- 6.3 **Evaluation of SVMHS President/CEO.** The President/CEO shall be evaluated annually in accordance with preset criteria for that year. A written evaluation of the President/CEO by the Board will be conducted every other year.
- 6.4 **CDPH Notification.** The California Department of Public Health shall be notified in writing if a new President/CEO is employed.

ARTICLE VII. MEDICAL STAFF

- 7.1 **Appointment and Duties.** The Board shall:
 - 7.1.1 Determine which categories of practitioners are eligible for appointment to the Medical Staff.
 - 7.1.2 Appoint a Medical Staff (see Medical Staff Bylaws approved by the Board for descriptions of qualifications for Medical Staff membership and clinical privileges). In appointing practitioners to the Staff, and in granting clinical privileges, the Board acts upon recommendations from the Medical Executive Committee, and shall ensure that the criteria for selection is the individual character, competence, training, experience and judgment of the practitioner;
 - 7.1.3 Approve Medical Staff Bylaws by which the Medical Staff shall govern its affairs, subject to Board policy and to relevant statutes and legal precedents;
 - 7.1.4 Ensure that the Medical Staff is accountable to the Board for the quality of care provided to patients.
 - 7.1.5 Consider appointment and specific clinical privileges of each practitioner at least every two (2) years. The Board acts upon Medical Executive Committee recommendations regarding renewal and/or upgrading and/or restriction of Medical Staff membership and/or clinical privileges for each practitioner subject to the Medical Staff Bylaws;
 - 7.1.6 Consult directly with the Chief of the Medical Staff regularly throughout the fiscal year and include discussion of matters related to the quality of medical care provided to patients at the Hospital.
 - 7.1.7 Require that patient care services provided at the Hospital, or under the auspices of the Hospital be within the scope of privileges granted by the Board;
 - 7.1.8 Receive, question, and act upon regular reports of the clinical activities of Medical Staff members and of other practitioners actively engaged in providing clinical services in or under the auspices of the Hospital;
 - 7.1.9 Provide adequate support personnel to assist the Medical Staff with organizational functions, including Medical Staff membership and clinical privileges (credentialing),

physician performance evaluation (peer review), and collection and analysis of clinical data (quality assurance, utilization review, risk management); and

7.1.10 Review, revise and update as appropriate the Performance Improvement Plan for Medical Staff and Hospital activities.

7.2 **Termination and Due Process.** Membership on the Medical Staff and specific practice privileges are subject to denial, suspension, termination, or curtailment for cause by the Board. In such an event, due process shall be provided as described in the Medical Staff Bylaws.

ARTICLE VIII. CHIEF MEDICAL OFFICER

8.1 **Appointment and Duties.** The President/CEO, after consultation with the Board and with the Medical Executive Committee, may select a Chief Medical Officer who shall:

8.1.1 Be a non-voting member of the Medical Executive Committee;

8.1.2 Be responsible to the President/CEO (reporting relationship) and for working with and assisting the Chief of the Medical Staff, the Medical Executive Committee, and clinical department chiefs (functional relationship);

8.1.3 Be concerned, among other duties, with medico-administrative aspects of patient care provided in or under the auspices of the Hospital, and with coordination of organizational functions of the Medical Staff, working with and through the Chief of Staff, Medical Executive Committee, and department chiefs; and

8.1.4 Work with and through the Chief of Staff, Medical Executive Committee, and clinical department chiefs to invoke Article IX of Medical Staff Bylaws when and if necessary.

8.2 **Removal.** Removal of the Chief Medical Officer shall be by the President/CEO only after consultation with the Board and Medical Executive Committee.

8.3 **Responsiveness to the Medical Staff and Board.** The job description of the Chief Medical Officer and his evaluation by the President/CEO shall include reasonable responsiveness to the needs and concerns of Medical Staff officers and members, clinical department chiefs, and to the Board.

ARTICLE IX. QUALITY OF PROFESSIONAL SERVICES AND PERFORMANCE IMPROVEMENT

9.1 **Quality of Professional Services.** The Board is legally responsible for the conduct of the Hospital, and the Medical Staff shall be accountable to the Board for the quality of Professional Services provided to patients. To fulfill its responsibilities, the Board assures:

9.1.1 Every patient is under the care of a duly licensed doctor of medicine or osteopathy, doctor of podiatric medicine, doctor of dental medicine, or clinical psychologist; provided, however a doctor of medicine or osteopathy is responsible for the care of each patient with respect to any medical or psychiatric problem that is not specifically within the scope of practice of a doctor of dental surgery, dental medicine, podiatric medicine,

or clinical psychologist.

- 9.1.2 Patients are admitted to the Hospital only on the recommendation of a licensed practitioner permitted by the State to admit patients to a hospital;
- 9.1.3. Services performed under a contract are provided in a safe and effective manner;
- 9.1.4 Financial oversight and provision of management and administrative assistance, as well as appropriate physical resources and personnel, to meet the needs of patients and support and facilitate the ongoing operations of the Hospital;
- 9.1.5 It participates in planning the health needs of the community served by the District;
- 9.1.6 All reasonable steps are taken to conform to all applicable federal, state and local laws and regulations, including those related to licensure, fire inspection and other safety measures;
- 9.1.7 Such other support as the Board deems necessary for the preservation and improvement of the quality, safety and efficiency of patient care.

9.2 **Performance Improvement Board Responsibilities.** The Board shall:

- 9.2.1 Require that the Medical Staff and District Staff implement and report on the activities and mechanism for monitoring and evaluating the quality of patient care, for identifying and resolving problems, and for identifying opportunities to improve patient care within the District.
- 9.2.2 Support the activities and mechanism as provided in Section 9.2.1.
- 9.2.3 Adopt a Performance Improvement Plan and Risk Management Plan for the District and shall provide the resources and support systems to ensure that the plans be carried out.
- 9.2.4 Require that a complete and accurate medical record be prepared and maintained for each patient; that the medical record of the patient shall be the basis for review and analysis of quality of care.
- 9.2.5 Ensure that the quality assurance mechanisms are provided for monitoring of patient care processes to assure that patients with the same health problems receiving the same level of care within the District.

ARTICLE X. INDEMNIFICATION

- 10.1 **Indemnification of Directors and Officers.** Members of the Board and officers shall be indemnified to the full extent permitted by law against all claims, liabilities and expenses incurred as a result of an action by the Board, except in the instance of willful misconduct in the performance of duties as a director or officer.

ARTICLE XI. RULES AND PROCEDURES

- 11.1 **Board Policies and Procedures**. Agreed upon rules and procedures for implementation of these Bylaws may be contained in the policies and procedures of the Board.

XII. AMENDMENT, ADOPTION AND REVIEW

- 12.1 **Amendment**. These Bylaws may be amended at any properly noticed meeting of the Board by a majority of three (3) Board members.
- 12.2 **Adoption**. Adoption of Bylaws shall be by a majority of three (3) Board members, at any properly noticed meeting of the Board.
- 12.3 **Review**. These Bylaws will be reviewed at least every two (2) years for revision as necessary.

CERTIFICATE OF SECRETARY

I, the undersigned, the duly elected Secretary of the Board of Directors of Salinas Valley Memorial Healthcare System, do hereby certify:

That the foregoing Amended and Restated Bylaws were adopted as the Bylaws of Salinas Valley Memorial Healthcare System by Resolution 2017-05 of the Board of Directors of the Salinas Valley Memorial Healthcare System on May 25, 2017, and that the same do now constitute the Bylaws of Salinas Valley Memorial Healthcare System.

Dated: March __, 2023

Dr. Rolando Cabrera, M.D., Board Secretary
Salinas Valley Memorial Healthcare System

AMENDED AND RESTATED
BYLAWS OF
SALINAS VALLEY MEMORIAL HEALTHCARE SYSTEM
OPERATING AS SALINAS VALLEY HEALTH
MONTEREY COUNTY, CALIFORNIA

ADOPTED BY
LOCAL HEALTH CARE DISTRICT BOARD OF DIRECTORS

April __, 2023



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AMENDED AND RESTATED BYLAWS
of
SALINAS VALLEY MEMORIAL HEALTHCARE SYSTEM

Operating as Salinas Valley Health

Monterey County, California

PREAMBLE

These Amended and Restated Bylaws are adopted by the Board of Directors (the “Board”) of Salinas Valley Memorial Healthcare System, operating as Salinas Valley Health (sometimes referred to herein as “Salinas Valley Health” or the “District”), a public health care district organized June 20, 1947, under the terms of the Local Health Care District Law (Health and Safety Code of the State of California, Division 23, Sections 32000-32492), pursuant to Section 32104 of the California Health and Safety Code. These Bylaws are adopted by the District Board for the purpose of establishing such rules and regulations, not inconsistent with governing laws and regulations, that in the opinion of the Board, are necessary for the exercise of the powers and duties of the Board imposed upon it by Local Health Care District Law and related statutes.

ARTICLE I. PURPOSE, AUTHORITY, OBLIGATIONS

- 1.1 **Purpose.** Salinas Valley Memorial Healthcare System, organized and operating pursuant to Division 23 of the California Health and Safety Code, is committed to serving the healthcare needs of its constituents. The purpose of the District, operating as Salinas Valley Health is to establish, maintain, operate and provide assistance in the operation of one or more health facilities (including Salinas Valley Health Medical Center, sometimes referred to herein as “the Hospital”) or health services at any location inside or outside of the territorial limits of the District for the benefit of the District and the community served by the District; and to do or take any other actions necessary to carry out the provisions of these Bylaws and Local Health Care District Law. In addition, the District is committed to quality care in a family centered atmosphere.
- 1.2 **Mission.** The Mission of Salinas Valley Health is to provide quality healthcare to our patients and to improve the health and well-being of our community. In addition, it is the mission to coordinate services of the District with community agencies, both public and private within the boundaries of the District; to conduct educational and united research activities essential to the health and well-being of our community; and to develop health care and other related programs deemed appropriate and necessary as determined by the Board.
- 1.3 **Vision.** The Vision of Salinas Valley Health is a community where good health grows through every action, in every place, for every person.
- 1.4 **Authority.** The authority of the Board arises from Division 23 of the California Health and Safety Code, Sections 32000 and following. The Board is required to comply with all federal and state laws and regulations.

- 1.4.1 **Title to Property.** The title, direction and control of property owned by Salinas Valley Health shall be vested in the Board. Purchases or sales of property and investment, transfer or other expenditures of trust funds shall be only upon the signature of the President and Treasurer of the Board, or their designees. Any officer of the Board or the President/CEO of District is authorized to execute any documents accepting and consenting to any deeds or grants conveying real property to the District.
- 1.4.2 **Professional and Other Health Care Staff.** The Medical Staff and other health care professionals providing patient care services in or under the auspices of Salinas Valley Health are subject to the authority of the Board.
- 1.4.3 **Disposition of Surplus Funds.** In the event of a surplus of revenue over expenses, use of surplus funds shall be determined by the Board, within the limits of these Bylaws, Local Health Care District Law, and applicable California statutes and regulations.
- 1.5 **Obligations.** The business of Salinas Valley Health is conducted by the Board with due attention to relevant community interests and concerns. Obligations of the Board include, but are not necessarily limited to:
 - 1.5.1 Ultimate accountability for the safety and quality of care, treatment, and services provided by Salinas Valley Health.
 - 1.5.2 Retain fiduciary responsibility and legal authority for all aspects of operations for Salinas Valley Health, Salinas Valley Health Medical Center (“Medical Center”) and Salinas Valley Health Medical Clinics (“Clinic”), including approval of the Medical Center’s and Clinic’s budgets;
 - 1.5.3 Select a President/CEO for Salinas Valley Health;
 - 1.5.4 Evaluate the performance of the President/CEO annually in accordance with preset criteria for that year, with a written evaluation conducted every other year;
 - 1.5.5 Delegate certain specific responsibilities, subject to Board authority, to the Salinas Valley Health President/CEO;
 - 1.5.6 Delegate certain specific responsibilities, subject to Board authority, to the Hospital Medical Staff;
 - 1.5.7 Take action on the Bylaws, Rules and Regulations of affiliated organizations whose Bylaws are subject to Board approval;
 - 1.5.8 Appoint and/or remove Medical Staff members and grant and/or limit specific clinical privileges, acting upon recommendations from the Medical Executive Committee;
 - 1.5.9 Meet situations not specifically covered in these Bylaws through adoption of resolutions, and/or procedural descriptions in the policies and procedures of the Board; and
 - 1.5.10 Account for Salinas Valley Health funds.

ARTICLE II. BOARD MEMBERS

2.1 Number, Qualifications, District Zones, Election and Term.

2.1.1 Number. The Board shall consist of five (5) elected board members.

2.1.2 Qualifications. Each member of the Board (i) shall be a registered voter; (ii) shall reside within the geographic boundaries of the District Zone where elected; and (iii) shall for the duration of the member’s term continue to reside within the geographic boundaries of the District Zone where elected.

2.1.3 District Zones. The District shall consist of five (5) District Zones designated Zone 1, Zone 2, Zone 3, Zone 4 and Zone 5. Beginning with the General Election in November, 2012, and every four (4) years thereafter, the election of members to the Board shall take place in Zone 2 and Zone 3. Beginning with the General Election in November, 2014, and every four (4) years thereafter, the election of members to the Board shall take place in Zone 1, Zone 4 and Zone 5.

2.1.4 Election. Each member of the Board shall be elected by the eligible voters within the geographic boundaries of the District Zone represented by the Board member. Procedures of the election shall be governed by Local Health Care District Law and the Uniform District Election Law.

2.1.5 Term. Each Board member shall serve a term of four (4) years. Board members may succeed themselves indefinitely. In the event a member is appointed to a vacancy on the Board, such member will serve the balance of the unexpired term of office or will serve until the next consolidated election subsequent to the appointment, as provided in Section 1780 of the California Government Code.

2.1.6 Public Meeting Regulations. The District shall cause each Board member and any person elected to serve as a member of the Board who has not assumed the duties of office to receive a copy of California Government Code Sections 54950-54962 (“The Ralph M. Brown Act”).

2.2 Duties. Duties of individual Board members include, but are not necessarily limited to:

2.2.1 Attend Board meetings;

2.2.2 Attend meetings of committees to which the member is assigned;

2.2.3 Relate community input to the Board;

2.2.4 Represent SVMHS in a positive and effective manner in public forums;

2.2.5 As appropriate, be politically active on behalf of Salinas Valley Health and its interests and needs;

2.2.6 Learn enough details about hospital management and patient care services that the Board

member can effectively question reports of both institutional managers and the professional staff, and evaluate the answers;

2.2.7 Accept and fulfill reasonable assignments from the President of the Board;

2.2.8 Participate in the performance evaluation of the Board members pursuant to the evaluation process established by the Board;

2.2.9 Participate in the orientation program for new Board members; and

2.2.10 Become familiar with the provisions of The Ralph M. Brown Act and Local Health Care District Law.

2.3 **Removal of Director.** In accordance with Health & Safety Code Section 32100.2, if a Board member is absent from three (3) consecutive regular meetings of the Board, or from three (3) of any five (5) consecutive meetings of the Board, the Board may, by resolution, declare that a vacancy on the Board exists.

2.4 **Filling Board Vacancies.** Board vacancies created by removal, resignation, death, or moving out of the boundaries of the District or Zone, shall be filled by the methods as provided in Government Code Section 1780 or any applicable successor statute.

2.5 **Compensation.** A member of the Board shall receive one hundred dollars (\$100.00) per meeting, not to exceed five (5) meetings per month. Each member of the Board shall be allowed his or her actual necessary traveling and incidental expenses incurred in the performance of official business of Salinas Valley Health as assigned by the Board. "Meeting," as that term is used in this Section, shall mean regular and annual meetings held pursuant to Section 5.1 of these Bylaws, special meetings held pursuant to Section 5.3, standing committee meetings held pursuant to Section 4.2, ad hoc committee meetings held pursuant to Section 4.3, and meetings of the Medical Staff of the Hospital.

2.6 **Conflict of Interest.** No Board member shall realize economic gain from an action of the Board in which that Board member participated. Board members shall be required to follow the Conflict of Interest Code adopted by the Board.

ARTICLE III. OFFICERS

3.1 **List of Officers.** The Officers of the Board shall be:

- President
- Vice President
- Secretary
- Treasurer
- Assistant Treasurer

3.2 **Qualifications, Selection and Term**

3.2.1 Officers are elected by the Board at the annual meeting from among its own members. Election must be by no less than three (3) votes.

3.2.2 Officers are elected for a period of two (2) years and shall serve until a successor has been duly elected. No Board member shall serve more than six (6) consecutive years in the same office.

3.2.3 A Board member shall not simultaneously hold more than one (1) office.

3.3 **Duties of the President.** The President of the Board shall:

3.3.1 Preside at all meetings of the Board;

3.3.2 Execute contracts, correspondence, conveyances, and other written instruments as authorized by the Board; and

3.3.3 Appoint chairpersons and members of Board committees.

3.4 **Duties of the Vice President.** The Vice President shall:

3.4.1 In the absence of the President of the Board, assume the duties of the President of the Board; and

3.4.2 Perform such reasonable duties as may be required by the Board or by the President of the Board.

3.5 **Duties of the Secretary.** The Secretary shall:

3.5.1 Be responsible for maintaining minutes of Board meetings;

3.5.2 Be responsible for maintaining other documentation as may from time to time be required by the Board's activities; and

3.5.3 Perform such reasonable duties as may be required by the Board or by the President of the Board.

3.6 **Duties of the Treasurer.** The Treasurer shall:

3.6.1 Be responsible for the safekeeping, accounting for and disbursement of SVMHS funds, at the direction of the Board; and

3.6.2 Perform such reasonable duties as may be required by the Board or by the President of the Board.

3.7 **Duties of the Assistant Treasurer.** The Assistant Treasurer shall:

3.7.1 In the absence of the Treasurer, assume the duties of the Treasurer; and

3.7.2 Perform such reasonable duties as may be required by the Board or by the President of the Board.

3.8 **Removal of Officers and Vacancies**

3.8.1 **Removal.** Officers may be removed by vote of three (3) Board members for failure to perform the duties of the office, or for malfeasance in office.

3.8.2 **Vacancies.** Vacancy in any office shall be filled by Board election, as soon as is reasonably possible.

ARTICLE IV. COMMITTEES

4.1 **Appointment and Terms of Members of Board Committees.** The President of the Board shall appoint voting members of the Board committees. Appointments are for two (2) years.

4.2 **Standing Committees.** All meetings of the standing committees described in this Article, including without limitation regular, adjourned regular, and special meetings, shall be conducted in accordance with the provisions of The Ralph M. Brown Act. The Board of Directors shall adopt Committee Charters to include the purpose, authority, membership and scope of duties for the following standing committees of the Board:

4.2.1 Community Advocacy Committee

4.2.2 Corporate Compliance and Audit Committee

4.2.3 Finance Committee

4.2.4 Personnel, Pension and Investment Committee

4.2.5 Quality and Efficient Practices Committee

4.2.6 Transformation, Strategic Planning and Governance Committee

4.3 **Additional Committees.** Additional committees, permanent or temporary, can be established at any time and from time to time by the Board.

ARTICLE V. MEETINGS

5.1 **Regular Meetings and Annual Meeting.** The Board shall meet each month, and the December meeting is designated the annual meeting. Regular meetings and the annual meeting shall commence at 4:00 p.m., and shall be held at the Hospital or another SVMHS facility located within the District boundaries. If all members of the Board are absent from a regular meeting or the annual meeting, the Secretary shall declare the meeting adjourned to a stated time and place. The Secretary shall cause a notice of adjournment to be posted within twenty-four (24) hours after the adjournment. The Secretary shall cause a written notice of adjournment to be mailed to each Board member at least twenty-four (24) hours before the time and date to which the meeting is adjourned.

- 5.2 **Agenda.** SVMHS shall post an agenda complying with Government Code Section 54954.2 at least seventy-two (72) hours before a regular meeting and before the annual meeting.
- 5.3 **Special Meetings.** Special meetings may be called at any time for a specific, announced purpose by the President of the Board, or on request of any three (3) Board members. SVMHS shall deliver written notice of a special meeting to all Board members at least twenty-four (24) hours before the time of the meeting as specified in the notice. SVMHS shall post the notice of the special meeting at least twenty-four (24) hours prior to the special meeting in a location that is freely accessible to members of the public.

This 24 hour notice requirement shall not apply in an “emergency situation” as defined in California Government Code Section 54956.5. If all members of the Board are absent from a special meeting, the Board secretary shall follow the same adjournment procedures set forth in Section 5.1 of these Bylaws.
- 5.4 **Quorum.** For regular and special meetings of the Board, a quorum shall be three (3) members. For committees, a quorum shall be a majority of the members of that committee, and shall include one (1) Board member.
- 5.5 **Majority Vote.** Actions of the Board shall be by a majority of three (3) members of the Board. No action shall be taken by the Board, however, by secret ballot, whether preliminary or final.
- 5.6 **Minutes.** A record of proceedings of all meetings of the Board and of all standing committees of the Board shall be kept on file.
- 5.7 **Public Meetings.** Except as otherwise provided in the California Government Code, all meetings of the Board shall be open and public, and all persons shall be permitted to attend any meeting, unless otherwise provided by law. Public testimony or comment on a particular issue shall be limited to a maximum of three (3) minutes for each individual speaker for each issue. The Board may, at its discretion, allow for more time if deemed appropriate or necessary.

ARTICLE VI. SVMHS PRESIDENT/CEO

- 6.1 **Employment of SVMHS President/Chief Executive Officer.** A qualified and competent President/CEO shall be employed by the Board and given responsibility for the day-to-day management of SVMHS, subject to Board policy. Such management shall include the selection and evaluation of key management staff.
- 6.2 **Duties of SVMHS President/CEO.** The duties of the President/CEO shall include but not be limited to the following:
 - 6.2.1 The President/CEO, or the President/CEO’s designee, shall make periodic reports to the Board regarding the operations of the Hospital.
 - 6.2.2 The President/CEO shall be a member of all Board committees.
 - 6.2.3 The President/CEO shall have the authority to sign temporary privileges and to sign Board approvals of Medical Staff membership and/or privileges for and on behalf of the

Board.

- 6.3 **Evaluation of SVMHS President/CEO.** The President/CEO shall be evaluated annually in accordance with preset criteria for that year. A written evaluation of the President/CEO by the Board will be conducted every other year.
- 6.4 **CDPH Notification.** The California Department of Public Health shall be notified in writing if a new President/CEO is employed.

ARTICLE VII. MEDICAL STAFF

- 7.1 **Appointment and Duties.** The Board shall:
 - 7.1.1 Determine which categories of practitioners are eligible for appointment to the Medical Staff.
 - 7.1.2 Appoint a Medical Staff (see Medical Staff Bylaws approved by the Board for descriptions of qualifications for Medical Staff membership and clinical privileges). In appointing practitioners to the Staff, and in granting clinical privileges, the Board acts upon recommendations from the Medical Executive Committee, and shall ensure that the criteria for selection is the individual character, competence, training, experience and judgment of the practitioner;
 - 7.1.3 Approve Medical Staff Bylaws by which the Medical Staff shall govern its affairs, subject to Board policy and to relevant statutes and legal precedents;
 - 7.1.4 Ensure that the Medical Staff is accountable to the Board for the quality of care provided to patients.
 - 7.1.5 Consider appointment and specific clinical privileges of each practitioner at least every two (2) years. The Board acts upon Medical Executive Committee recommendations regarding renewal and/or upgrading and/or restriction of Medical Staff membership and/or clinical privileges for each practitioner subject to the Medical Staff Bylaws;
 - 7.1.6 Consult directly with the Chief of the Medical Staff regularly throughout the fiscal year and include discussion of matters related to the quality of medical care provided to patients at the Hospital.
 - 7.1.7 Require that patient care services provided at the Hospital, or under the auspices of the Hospital be within the scope of privileges granted by the Board;
 - 7.1.8 Receive, question, and act upon regular reports of the clinical activities of Medical Staff members and of other practitioners actively engaged in providing clinical services in or under the auspices of the Hospital;
 - 7.1.9 Provide adequate support personnel to assist the Medical Staff with organizational functions, including Medical Staff membership and clinical privileges (credentialing),

physician performance evaluation (peer review), and collection and analysis of clinical data (quality assurance, utilization review, risk management); and

7.1.10 Review, revise and update as appropriate the Performance Improvement Plan for Medical Staff and Hospital activities.

7.2 **Termination and Due Process.** Membership on the Medical Staff and specific practice privileges are subject to denial, suspension, termination, or curtailment for cause by the Board. In such an event, due process shall be provided as described in the Medical Staff Bylaws.

ARTICLE VIII. CHIEF MEDICAL OFFICER

8.1 **Appointment and Duties.** The President/CEO, after consultation with the Board and with the Medical Executive Committee, may select a Chief Medical Officer who shall:

8.1.1 Be a non-voting member of the Medical Executive Committee;

8.1.2 Be responsible to the President/CEO (reporting relationship) and for working with and assisting the Chief of the Medical Staff, the Medical Executive Committee, and clinical department chiefs (functional relationship);

8.1.3 Be concerned, among other duties, with medico-administrative aspects of patient care provided in or under the auspices of the Hospital, and with coordination of organizational functions of the Medical Staff, working with and through the Chief of Staff, Medical Executive Committee, and department chiefs; and

8.1.4 Work with and through the Chief of Staff, Medical Executive Committee, and clinical department chiefs to invoke Article IX of Medical Staff Bylaws when and if necessary.

8.2 **Removal.** Removal of the Chief Medical Officer shall be by the President/CEO only after consultation with the Board and Medical Executive Committee.

8.3 **Responsiveness to the Medical Staff and Board.** The job description of the Chief Medical Officer and his evaluation by the President/CEO shall include reasonable responsiveness to the needs and concerns of Medical Staff officers and members, clinical department chiefs, and to the Board.

ARTICLE IX. QUALITY OF PROFESSIONAL SERVICES AND PERFORMANCE IMPROVEMENT

9.1 **Quality of Professional Services.** The Board is legally responsible for the conduct of the Hospital, and the Medical Staff shall be accountable to the Board for the quality of Professional Services provided to patients. To fulfill its responsibilities, the Board assures:

9.1.1 Every patient is under the care of a duly licensed doctor of medicine or osteopathy, doctor of podiatric medicine, doctor of dental medicine, or clinical psychologist; provided, however a doctor of medicine or osteopathy is responsible for the care of each patient with respect to any medical or psychiatric problem that is not specifically within the scope of practice of a doctor of dental surgery, dental medicine, podiatric medicine,

or clinical psychologist.

- 9.1.2 Patients are admitted to the Hospital only on the recommendation of a licensed practitioner permitted by the State to admit patients to a hospital;
- 9.1.3. Services performed under a contract are provided in a safe and effective manner;
- 9.1.4 Financial oversight and provision of management and administrative assistance, as well as appropriate physical resources and personnel, to meet the needs of patients and support and facilitate the ongoing operations of the Hospital;
- 9.1.5 It participates in planning the health needs of the community served by the District;
- 9.1.6 All reasonable steps are taken to conform to all applicable federal, state and local laws and regulations, including those related to licensure, fire inspection and other safety measures;
- 9.1.7 Such other support as the Board deems necessary for the preservation and improvement of the quality, safety and efficiency of patient care.

9.2 **Performance Improvement Board Responsibilities.** The Board shall:

- 9.2.1 Require that the Medical Staff and District Staff implement and report on the activities and mechanism for monitoring and evaluating the quality of patient care, for identifying and resolving problems, and for identifying opportunities to improve patient care within the District.
- 9.2.2 Support the activities and mechanism as provided in Section 9.2.1.
- 9.2.3 Adopt a Performance Improvement Plan and Risk Management Plan for the District and shall provide the resources and support systems to ensure that the plans be carried out.
- 9.2.4 Require that a complete and accurate medical record be prepared and maintained for each patient; that the medical record of the patient shall be the basis for review and analysis of quality of care.
- 9.2.5 Ensure that the quality assurance mechanisms are provided for monitoring of patient care processes to assure that patients with the same health problems receiving the same level of care within the District.

ARTICLE X. INDEMNIFICATION

- 10.1 **Indemnification of Directors and Officers.** Members of the Board and officers shall be indemnified to the full extent permitted by law against all claims, liabilities and expenses incurred as a result of an action by the Board, except in the instance of willful misconduct in the performance of duties as a director or officer.

ARTICLE XI. RULES AND PROCEDURES

- 11.1 **Board Policies and Procedures**. Agreed upon rules and procedures for implementation of these Bylaws may be contained in the policies and procedures of the Board.

XII. AMENDMENT, ADOPTION AND REVIEW

- 12.1 **Amendment**. These Bylaws may be amended at any properly noticed meeting of the Board by a majority of three (3) Board members.
- 12.2 **Adoption**. Adoption of Bylaws shall be by a majority of three (3) Board members, at any properly noticed meeting of the Board.
- 12.3 **Review**. These Bylaws will be reviewed at least every two (2) years for revision as necessary.

CERTIFICATE OF SECRETARY

I, the undersigned, the duly elected Secretary of the Board of Directors of Salinas Valley Memorial Healthcare System, do hereby certify:

That the foregoing Amended and Restated Bylaws were adopted as the Bylaws of Salinas Valley Memorial Healthcare System by Resolution 2017-05 of the Board of Directors of the Salinas Valley Memorial Healthcare System on May 25, 2017, and that the same do now constitute the Bylaws of Salinas Valley Memorial Healthcare System.

Dated: March __, 2023

Dr. Rolando Cabrera, M.D., Board Secretary
Salinas Valley Memorial Healthcare System

AMENDED AND RESTATED
BYLAWS OF
SALINAS VALLEY MEMORIAL HEALTHCARE SYSTEM
OPERATING AS SALINAS VALLEY HEALTH
MONTEREY COUNTY, CALIFORNIA

ADOPTED BY
LOCAL HEALTH CARE DISTRICT BOARD OF DIRECTORS

February __, 2023~~May 25, 2017~~



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AMENDED AND RESTATED BYLAWS
of
SALINAS VALLEY MEMORIAL HEALTHCARE SYSTEM

Operating as Salinas Valley Health

Monterey County, California

PREAMBLE

These Amended and Restated Bylaws are adopted by the Board of Directors (the "Board") of Salinas Valley Memorial Healthcare System, operating as Salinas Valley Health (sometimes referred to herein as "Salinas Valley Health" or "SVMHS" or (the "District"), a public health care district organized June 20, 1947, under the terms of the Local Health Care District Law (Health and Safety Code of the State of California, Division 23, Sections 32000-32492), pursuant to Section 32104 of the California Health and Safety Code. These Bylaws are adopted by the DistrictSVMHS Board for the purpose of establishing such rules and regulations, not inconsistent with governing laws and regulations, that in the opinion of the Board, are necessary for the exercise of the powers and duties of the Board imposed upon it by Local Health Care District Law and related statutes.

ARTICLE I. PURPOSE, AUTHORITY, OBLIGATIONS

- 1.1 Purpose. Salinas Valley Memorial Healthcare System, organized and operating pursuant to Division 23 of the California Health and Safety Code, is committed to serving the healthcare needs of its constituents. The purpose of the District, operating as Salinas Valley HealthSVMHS is to establish, maintain, operate and provide assistance in the operation of one or more health facilities (including Salinas Valley Health Medical Center, sometimes referred to herein as "the Hospital") or health services at any location inside or outside of the territorial limits of the District for the benefit of the District and the community served by the DistirctSVMHS; and to do or take any other actions necessary to carry out the provisions of these Bylaws and Local Health Care District Law. In addition, the DistrictSVMHS is committed to quality care in a family centered atmosphere.
1.2 Mission. The Mission of Salinas Valley HealthVMHS is to provide quality healthcare to our patients and to improve the health and well-being of our community. In addition, it is the mission to coordinate services of the District with community agencies, both public and private within the boundaries of the District; to conduct educational and united research activities essential to the health and well-being of our community; and to develop health care and other related programs deemed appropriate and necessary as determined by the Board.
1.3 Vision. The Vision of Salinas Valley HeathVMHS is to be a center of excellence where an inspired team delivers compassionate and culturally sensitive care, outstanding quality, and an exceptional patient experience a community where good health grows through every action, in every place, for every person.
1.4 Authority. The authority of the Board arises from Division 23 of the California Health and

Safety Code, Sections 32000 and following. The Board is required to comply with all federal and state laws and regulations.

1.4.1 Title to Property. The title, direction and control of property owned by [Salinas Valley Health VMHS](#) shall be vested in the Board. Purchases or sales of property and investment, transfer or other expenditures of trust funds shall be only upon the signature of the President and Treasurer of the Board, or their designees. Any officer of the Board or the President/CEO of [District SVMHS](#) is authorized to execute any documents accepting and consenting to any deeds or grants conveying real property to [the District SVMHS](#).

1.4.2 Professional and Other Health Care Staff. The Medical Staff and other health care professionals providing patient care services in or under the auspices of [SVMHSSalinas Valley Health](#) are subject to the authority of the Board.

1.4.3 Disposition of Surplus Funds. In the event of a surplus of revenue over expenses, use of surplus funds shall be determined by the Board, within the limits of these Bylaws, Local Health Care District Law, and applicable California statutes and regulations.

1.5 **Obligations.** The business of [Salinas Valley Health VMHS](#) is conducted by the Board with due attention to relevant community interests and concerns. Obligations of the Board include, but are not necessarily limited to:

1.5.1 Ultimate accountability for the safety and quality of care, treatment, and services provided by [Salinas Valley Health VMHS](#).

1.5.2 Retain fiduciary responsibility and legal authority for all aspects of operations for [Salinas Valley Health VMHS](#), [Salinas Valley Health Medical Center Memorial Hospital](#) (“[Medical Center Hospital](#)”) and [Salinas Valley Health Medical Clinics](#) (“[Clinic](#)”), including approval of the [Medical Center Hospital](#)’s and [Clinic](#)’s budgets;

1.5.3 Select a President/CEO for [Salinas Valley Health VMHS](#);

1.5.4 Evaluate the performance of the President/CEO annually in accordance with preset criteria for that year, with a written evaluation conducted every other year;

1.5.5 Delegate certain specific responsibilities, subject to Board authority, to the [Salinas Valley Health VMHS](#) President/CEO;

1.5.6 Delegate certain specific responsibilities, subject to Board authority, to the Hospital Medical Staff;

1.5.7 Take action on the Bylaws, Rules and Regulations of affiliated organizations whose Bylaws are subject to Board approval;

1.5.8 Appoint and/or remove Medical Staff members and grant and/or limit specific clinical privileges, acting upon recommendations from the Medical Executive Committee;

1.5.9 Meet situations not specifically covered in these Bylaws through adoption of resolutions, and/or procedural descriptions in the policies and procedures of the Board; and

1.5.10 Account for [Salinas Valley HealthVMHS](#) funds.

ARTICLE II. BOARD MEMBERS

2.1 Number, Qualifications, District Zones, Election and Term.

2.1.1 Number. The Board shall consist of five (5) elected board members.

2.1.2 Qualifications. Each member of the Board (i) shall be a registered voter; (ii) shall reside within the geographic boundaries of the District Zone where elected; and (iii) shall for the duration of the member’s term continue to reside within the geographic boundaries of the District Zone where elected.

2.1.3 District Zones. The District shall consist of five (5) District Zones designated Zone 1, Zone 2, Zone 3, Zone 4 and Zone 5. Beginning with the General Election in November, 2012, and every four (4) years thereafter, the election of members to the Board shall take place in Zone 2 and Zone 3. Beginning with the General Election in November, 2014, and every four (4) years thereafter, the election of members to the Board shall take place in Zone 1, Zone 4 and Zone 5.

2.1.4 Election. Each member of the Board shall be elected by the eligible voters within the geographic boundaries of the District Zone represented by the Board member. Procedures of the election shall be governed by Local Health Care District Law and the Uniform District Election Law.

2.1.5 Term. Each Board member shall serve a term of four (4) years. Board members may succeed themselves indefinitely. In the event a member is appointed to a vacancy on the Board, such member will serve the balance of the unexpired term of office or will serve until the next consolidated election subsequent to the appointment, as provided in Section 1780 of the California Government Code.

2.1.6 Public Meeting Regulations. The District shall cause each Board member and any person elected to serve as a member of the Board who has not assumed the duties of office to receive a copy of California Government Code Sections 54950-54962 (“The Ralph M. Brown Act”).

2.2 Duties. Duties of individual Board members include, but are not necessarily limited to:

2.2.1 Attend Board meetings;

2.2.2 Attend meetings of committees to which the member is assigned;

2.2.3 Relate community input to the Board;

2.2.4 Represent SVMHS in a positive and effective manner in public forums;

2.2.5 As appropriate, be politically active on behalf of [Salinas Valley HealthVMHS](#) and its

interests and needs;

2.2.6 Learn enough details about hospital management and patient care services that the Board member can effectively question reports of both institutional managers and the professional staff, and evaluate the answers;

2.2.7 Accept and fulfill reasonable assignments from the President of the Board;

2.2.8 Participate in the performance evaluation of the Board members pursuant to the evaluation process established by the Board;

2.2.9 Participate in the orientation program for new Board members; and

2.2.10 Become familiar with the provisions of The Ralph M. Brown Act and Local Health Care District Law.

2.3 **Removal of Director.** [In accordance with Health & Safety Code Section 32100.2,](#) if a Board member is absent from three (3) consecutive regular meetings of the Board, or from three (3) of any five (5) consecutive meetings of the Board, the Board may, by resolution, declare that a vacancy on the Board exists.

2.4 **Filling Board Vacancies.** Board vacancies created by removal, resignation, death, or moving out of the boundaries of the District or Zone, shall be filled by the methods [as provided in Government Code Section 1780 or any applicable successor statute by law.](#)

2.5 **Compensation.** A member of the Board shall receive one hundred dollars (\$100.00) per meeting, not to exceed five (5) meetings per month. Each member of the Board shall be allowed his or her actual necessary traveling and incidental expenses incurred in the performance of official business of [Salinas Valley Health-VMHS](#) as assigned by the Board. “Meeting,” as that term is used in this Section, shall mean regular and annual meetings held pursuant to Section 5.1 of these Bylaws, special meetings held pursuant to Section 5.3, standing committee meetings held pursuant to Section 4.2, ad hoc committee meetings held pursuant to Section 4.3, and meetings of the Medical Staff of the Hospital.

2.6 **Conflict of Interest.** No Board member shall realize economic gain from an action of the Board in which that Board member participated. Board members shall be required to follow the Conflict of Interest Code adopted by the Board.

ARTICLE III. OFFICERS

3.1 **List of Officers.** The Officers of the Board shall be:

- President
- Vice President
- Secretary
- Treasurer
- Assistant Treasurer

3.2 **Qualifications, Selection and Term**

- 3.2.1 Officers are elected by the Board at the annual meeting from among its own members. Election must be by no less than three (3) votes.
- 3.2.2 Officers are elected for a period of two (2) years and shall serve until a successor has been duly elected. No Board member shall serve more than six (6) consecutive years in the same office.
- 3.2.3 A Board member shall not simultaneously hold more than one (1) office.

3.3 **Duties of the President.** The President of the Board shall:

- 3.3.1 Preside at all meetings of the Board;
- 3.3.2 Execute contracts, correspondence, conveyances, and other written instruments as authorized by the Board; and
- 3.3.3 Appoint chairpersons and members of Board committees.

3.4 **Duties of the Vice President.** The Vice President shall:

- 3.4.1 In the absence of the President of the Board, assume the duties of the President of the Board; and
- 3.4.2 Perform such reasonable duties as may be required by the Board or by the President of the Board.

3.5 **Duties of the Secretary.** The Secretary shall:

- 3.5.1 Be responsible for maintaining minutes of Board meetings;
- 3.5.2 Be responsible for maintaining other documentation as may from time to time be required by the Board's activities; and
- 3.5.3 Perform such reasonable duties as may be required by the Board or by the President of the Board.

3.6 **Duties of the Treasurer.** The Treasurer shall:

- 3.6.1 Be responsible for the safekeeping, accounting for and disbursement of SVMHS funds, at the direction of the Board; and
- 3.6.2 Perform such reasonable duties as may be required by the Board or by the President of the Board.

3.7 **Duties of the Assistant Treasurer.** The Assistant Treasurer shall:

- 3.7.1 In the absence of the Treasurer, assume the duties of the Treasurer; and

3.7.2 Perform such reasonable duties as may be required by the Board or by the President of the Board.

3.8 **Removal of Officers and Vacancies**

3.8.1 **Removal.** Officers may be removed by vote of three (3) Board members for failure to perform the duties of the office, or for malfeasance in office.

3.8.2 **Vacancies.** Vacancy in any office shall be filled by Board election, as soon as is reasonably possible.

ARTICLE IV. COMMITTEES

4.1 **Appointment and Terms of Members of Board Committees.** The President of the Board shall appoint voting members of the Board committees. Appointments are for two (2) years.

4.2 **Standing Committees.** All meetings of the standing committees described in this Article, including without limitation regular, adjourned regular, and special meetings, shall be conducted in accordance with the provisions of The Ralph M. Brown Act. The Board of Directors shall adopt Committee Charters to include the purpose, authority, membership and scope of duties for the following standing committees of the Board:

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4.2.5 Quality and Efficient Practices Committee

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4.3 **Additional Committees.** Additional committees, permanent or temporary, can be established at any time and from time to time by the Board.

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5.1 **Regular Meetings and Annual Meeting.** The Board shall meet each month, and the December meeting is designated the annual meeting. Regular meetings and the annual meeting shall commence at 4:00 p.m., and shall be held at the Hospital or another SVMHS facility located within the District boundaries. If all members of the Board are absent from a regular meeting or the annual meeting, the Secretary shall declare the meeting adjourned to a stated time and place. The Secretary shall cause a notice of adjournment to be posted within twenty-four (24) hours after the adjournment. The Secretary shall cause a written notice of adjournment to be mailed to

each Board member at least twenty-four (24) hours before the time and date to which the meeting is adjourned.

5.2 **Agenda.** SVMHS shall post an agenda complying with Government Code Section 54954.2 at least seventy-two (72) hours before a regular meeting and before the annual meeting.

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This 24 hour notice requirement shall not apply in an “emergency situation” as defined in California Government Code Section 54956.5. If all members of the Board are absent from a special meeting, the Board secretary shall follow the same adjournment procedures set forth in Section 5.1 of these Bylaws.

5.4 **Quorum.** For regular and special meetings of the Board, a quorum shall be three (3) members. For committees, a quorum shall be a majority of the members of that committee, and shall include one (1) Board member.

5.5 **Majority Vote.** Actions of the Board shall be by a majority of three (3) members of the Board. No action shall be taken by the Board, however, by secret ballot, whether preliminary or final.

5.6 **Minutes.** A record of proceedings of all meetings of the Board and of all standing committees of the Board shall be kept on file.

5.7 **Public Meetings.** Except as otherwise provided in the California Government Code, all meetings of the Board shall be open and public, and all persons shall be permitted to attend any meeting, unless otherwise provided by law. Public testimony or comment on a particular issue shall be limited to a maximum of three (3) minutes for each individual speaker for each issue. The Board may, at its discretion, allow for more time if deemed appropriate or necessary.

ARTICLE VI. SVMHS PRESIDENT/CEO

6.1 **Employment of SVMHS President/Chief Executive Officer.** A qualified and competent President/CEO shall be employed by the Board and given responsibility for the day-to-day management of SVMHS, subject to Board policy. Such management shall include the selection and evaluation of key management staff.

6.2 **Duties of SVMHS President/CEO.** The duties of the President/CEO shall include but not be limited to the following:

6.2.1 The President/CEO, or the President/CEO’s designee, shall make periodic reports to the Board regarding the operations of the Hospital.

6.2.2 The President/CEO shall be a member of all Board committees.

- 6.2.3 The President/CEO shall have the authority to sign temporary privileges and to sign Board approvals of Medical Staff membership and/or privileges for and on behalf of the Board.
- 6.3 **Evaluation of SVMHS President/CEO.** The President/CEO shall be evaluated annually in accordance with preset criteria for that year. A written evaluation of the President/CEO by the Board will be conducted every other year.
- 6.4 **CDPH Notification.** The California Department of Public Health shall be notified in writing if a new President/CEO is employed.

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- 7.1 **Appointment and Duties.** The Board shall:
 - 7.1.1 Determine which categories of practitioners are eligible for appointment to the Medical Staff.
 - 7.1.2 Appoint a Medical Staff (see Medical Staff Bylaws approved by the Board for descriptions of qualifications for Medical Staff membership and clinical privileges). In appointing practitioners to the Staff, and in granting clinical privileges, the Board acts upon recommendations from the Medical Executive Committee, and shall ensure that the criteria for selection is the individual character, competence, training, experience and judgment of the practitioner;
 - 7.1.32 Approve Medical Staff Bylaws by which the Medical Staff shall govern its affairs, subject to Board policy and to relevant statutes and legal precedents;
 - 7.1.4 Ensure that the Medical Staff is accountable to the Board for the quality of care provided to patients.
 - 7.1.53 Consider appointment and specific clinical privileges of each practitioner at least every two (2) years. The Board acts upon Medical Executive Committee recommendations regarding renewal and/or upgrading and/or restriction of Medical Staff membership and/or clinical privileges for each practitioner subject to the Medical Staff Bylaws;
 - 7.1.6 Consult directly with the Chief of the Medical Staff regularly throughout the fiscal year and include discussion of matters related to the quality of medical care provided to patients at the Hospital.
 - 7.1.74 Require that patient care services provided at the Hospital, or under the auspices of the Hospital be within the scope of privileges granted by the Board;
 - 7.1.85 Receive, question, and act upon regular reports of the clinical activities of Medical Staff members and of other practitioners actively engaged in providing clinical services in or under the auspices of the Hospital;

7.1.96 Provide adequate support personnel to assist the Medical Staff with organizational functions, including Medical Staff membership and clinical privileges (credentialing), physician performance evaluation (peer review), and collection and analysis of clinical data (quality assurance, utilization review, risk management); and

7.1.10 Review, revise and update as appropriate the Performance Improvement Plan for Medical Staff and Hospital activities.

7.2 **Termination and Due Process.** Membership on the Medical Staff and specific practice privileges are subject to denial, suspension, termination, or curtailment for cause by the Board. In such an event, due process shall be provided as described in the Medical Staff Bylaws.

ARTICLE VIII. CHIEF MEDICAL OFFICER

8.1 **Appointment and Duties.** The President/CEO, after consultation with the Board and with the Medical Executive Committee, may select a Chief Medical Officer who shall:

8.1.1 Be a non-voting member of the Medical Executive Committee;

8.1.2 Be responsible to the President/CEO (reporting relationship) and for working with and assisting the Chief of the Medical Staff, the Medical Executive Committee, and clinical department chiefs (functional relationship);

8.1.3 Be concerned, among other duties, with medico-administrative aspects of patient care provided in or under the auspices of the Hospital, and with coordination of organizational functions of the Medical Staff, working with and through the Chief of Staff, Medical Executive Committee, and department chiefs; and

8.1.4 Work with and through the Chief of Staff, Medical Executive Committee, and clinical department chiefs to invoke Article IX of Medical Staff Bylaws when and if necessary.

8.2 **Removal.** Removal of the Chief Medical Officer shall be by the President/CEO only after consultation with the Board and Medical Executive Committee.

8.3 **Responsiveness to the Medical Staff and Board.** The job description of the Chief Medical Officer and his evaluation by the President/CEO shall include reasonable responsiveness to the needs and concerns of Medical Staff officers and members, clinical department chiefs, and to the Board.

ARTICLE IX. QUALITY OF PROFESSIONAL SERVICES AND PERFORMANCE IMPROVEMENT

9.1 Quality of Professional Services. The Board is legally responsible for the conduct of the Hospital, and the Medical Staff shall be accountable to the Board for the quality of Professional Services provided to patients. To fulfill its responsibilities, the Board assures:

9.1.1 Every patient is under the care of a duly licensed doctor of medicine or osteopathy, doctor of podiatric medicine, doctor of dental medicine, or clinical psychologist;

provided, however a doctor of medicine or osteopathy is responsible for the care of each patient with respect to any medical or psychiatric problem that is not specifically within the scope of practice of a doctor of dental surgery, dental medicine, podiatric medicine, or clinical psychologist.

9.1.2 Patients are admitted to the Hospital only on the recommendation of a licensed practitioner permitted by the State to admit patients to a hospital;

9.1.3. Services performed under a contract are provided in a safe and effective manner;

9.1.4 Financial oversight and provision of management and administrative assistance, as well as appropriate physical resources and personnel, to meet the needs of patients and support and facilitate the ongoing operations of the Hospital;

9.1.5 It participates in planning the health needs of the community served by the District;

9.1.6 All reasonable steps are taken to conform to all applicable federal, state and local laws and regulations, including those related to licensure, fire inspection and other safety measures;

9.1.7 Such other support as the Board deems necessary for the preservation and improvement of the quality, safety and efficiency of patient care.

9.2 Performance Improvement Board Responsibilities. The Board shall:

9.2.1 Require that the Medical Staff and District Staff implement and report on the activities and mechanism for monitoring and evaluating the quality of patient care, for identifying and resolving problems, and for identifying opportunities to improve patient care within the District.

9.2.2 Support the activities and mechanism as provided in Section 9.2.1.

9.2.3 Adopt a Performance Improvement Plan and Risk Management Plan for the District and shall provide the resources and support systems to ensure that the plans be carried out.

9.2.4 Require that a complete and accurate medical record be prepared and maintained for each patient; that the medical record of the patient shall be the basis for review and analysis of quality of care.

9.2.5 Ensure that the quality assurance mechanisms are provided for monitoring of patient care processes to assure that patients with the same health problem s receiving the same level of care within the District.

ARTICLE IX. INDEMNIFICATION

109.1 Indemnification of Directors and Officers. Members of the Board and officers shall be indemnified to the full extent permitted by law against all claims, liabilities and expenses incurred as a result of an action by the Board, except in the instance of willful misconduct in the performance of duties as a director or officer.

ARTICLE XI. RULES AND PROCEDURES

119.1 Board Policies and Procedures. Agreed upon rules and procedures for implementation of these Bylaws may be contained in the policies and procedures of the Board.

XII. AMENDMENT, ADOPTION AND REVIEW

121.1 Amendment. These Bylaws may be amended at any properly noticed meeting of the Board by a majority of three (3) Board members.

121.2 Adoption. Adoption of Bylaws shall be by a majority of three (3) Board members, at any properly noticed meeting of the Board.

121.3 Review. These Bylaws will be reviewed at least every two (2) years for revision as necessary.

CERTIFICATE OF SECRETARY

I, the undersigned, the duly elected Secretary of the Board of Directors of Salinas Valley Memorial Healthcare System, do hereby certify:

That the foregoing Amended and Restated Bylaws were adopted as the Bylaws of Salinas Valley Memorial Healthcare System by Resolution 2017-05 of the Board of Directors of the Salinas Valley Memorial Healthcare System on May 25, 2017, and that the same do now constitute the Bylaws of Salinas Valley Memorial Healthcare System.

Dated: March __, 2023

Dr. Rolando Cabrera, M.D., Board Secretary
Salinas Valley Memorial Healthcare System

Medical Executive Committee Summary – April 13, 2023
Items for Board Approval:
Credentials Committee
Initial Appointments:

APPLICANT	SPECIALTY	DEPT	PRIVILEGES
Bain, Lisa MD	Neonatology	Pediatrics	Tele-Neonatology
Bashtar, Reza, MD	Internal Medicine	Medicine	Adult Hospitalist Medicine
Bonifacio, Sonia, MD	Neonatology	Pediatrics	Tele-Neonatology
Chitkara, Ritu, MD	Neonatology	Pediatrics	Tele-Neonatology
Chock, Valerie, MD	Neonatology	Pediatrics	Tele-Neonatology
Davis, Alexis, MD	Neonatology	Pediatrics	Tele-Neonatology
Fuerch, Janene, MD	Neonatology	Pediatrics	Tele-Neonatology
Halamek, Louis, MD	Neonatology	Pediatrics	Tele-Neonatology
Hazrati, Ehsan, MD	Internal Medicine	Medicine	Adult Hospitalist Medicine
Kamel Elsayed Elokada, Adham, MD	Neurology	Medicine	Tele-Neurology
Kumbhat, Neha, MD	Neonatology	Pediatrics	Tele-Neonatology
Maynard, Walter, MD	Radiology	Surgery	Remote Mammography
Pasca, Anca, MD	Neonatology	Pediatrics	Tele-Neonatology
Patel, Saharsh, MD	Pediatrics	Pediatrics	Pediatric
Prince, Lawrence, MD	Neonatology	Pediatrics	Tele-Neonatology
Profit, Jochen, MD	Neonatology	Pediatrics	Tele-Neonatology
Ragavan, Nilima, MD	Neonatology	Pediatrics	Tele-Neonatology
Rao, Anoop, MD	Neonatology	Pediatrics	Tele-Neonatology
Reiss, Jonathan, MD	Neonatology	Pediatrics	Tele-Neonatology
Rhine, William, MD	Neonatology	Pediatrics	Tele-Neonatology
Scala, Melissa, MD	Neonatology	Pediatrics	Tele-Neonatology
Yamada, Nicole, MD	Neonatology	Pediatrics	Tele-Neonatology

Reappointments:

APPLICANT	SPECIALTY	DEPT	PRIVILEGES
Block, Robert, MD	Otolaryngology	Surgery	Otolaryngology
Cabrera, Rolando, MD	Family Medicine	Family Medicine	Family Medicine - Active Community
Griffin, Matthew, MD	Orthopedic Surgery	Surgery	Orthopedic Surgery Regional Wound Healing Center
Grogin, Harlan, MD	Cardiac Electrophysiology	Medicine	Cardiology, Cardiac Electrophysiology, Cardiac Diagnostic Outpatient Center, Center for Advanced Diagnostic Imaging
Guzman, Jose, MD	Anesthesiology	Anesthesiology	Anesthesiology
Ippolito, Mark, MD	Neurology	Medicine	Tele-Neurology
Karakash, Scarlett, MD	Maternal Fetal Medicine	Ob/Gyn	Maternal Fetal Medicine
Leyenson, Vadim, MD	Critical Care	Medicine	Critical Care/Pulmonary Medicine General Internal Medicine
Martinez, Alberto, MD	Family Medicine	Family Medicine	Family Medicine – Active Community
Medawar, Chad, DO	Critical Care	Medicine	Critical Care/Pulmonary Medicine General Internal Medicine.

Montgomery, Lyle, MD	Psychiatry	Medicine	Tele-Psychiatry
Mustoe, Thomas, MD	Interventional Cardiology	Medicine	Cardiology, Interventional Cardiology, Cardiac Diagnostic Outpatient Center, Cardiovascular Diagnostic Center at Ryan Ranch
Naidoo, Elton, MD	Psychiatry	Medicine	Tele-Psychiatry
Prager, Steven, MD	Pediatric Allergy	Pediatrics	Pediatric Allergy
Solomon, Tabitha, MD	Neonatology	Pediatrics	Neonatology
Terry-Nichols, Wanda, MD	Psychiatry	Medicine	Tele-Psychiatry

Staff Status Modifications:

NAME	SPECIALTY	STATUS
Ajoc, Jose, MD	Internal Medicine	Active staff.
Baxter-Jones, Rosalyn, MD	Ob/Gyn	Resignation effective May 1, 2023
Karakash, Scarlett, MD	Maternal Fetal Medicine	Consulting status
Nguyen, Khai, MD	Tele-Radiology	Resignation effective February 26, 2023
Noel, Katherine, MD	Ob/Gyn	Leave of Absence May 12, 2023 to June 16, 2023
Rohira, Ashish, MD	Adult Hospitalist	Extension of LOA through May 25, 2023
Shaikh, Faraz, MD	Internal Medicine	Resignation effective May 3, 2023
Zhang, Zachary, MD	Radiology	Leave of Absence effective March 31, 2023

Privilege Modifications:

NAME	SPECIALTY	STATUS
Swanson, Maija, MD	Family Medicine	Taylor Farms Family Health and Wellness Center

Temporary/Locum Tenens Privileges:

NAME	SPECIALTY	DATES
Barasch, Eugene, MD	Radiology	4/3/2023 – 4/15/2023
Bashtar, Reza, MD	Internal Medicine	3/23/2023 - 4/21/2023
Hazrati, Ehsan, MD	Internal Medicine	3/28/2023 - 4/21/2023
Parker, Russell, MD	Radiology	4/17/2023 – 4/21/2023
Sheldon, David, MD	General Surgery	3/16/2023; 3/23/2023; 4/6/2023

Interdisciplinary Practice Committee

Initial Appointments:

NAME	SUPERVISOR	DEPARTMENT	PRIVILEGES
Hein, Lance PA-C	Vincent DeFilippi, MD Andreas Sakopoulos, MD	Surgery	Physician Assistant- Surgical Privileges
Henry, Tanisha, PA-C	Physician Assistant – SVHC Cancer Care	Medicine	Physician Assistant – SVMC Outpatient Infusion Center
Massing, Thomas PA-C	Physician Assistant - Cardiac Surgery	Surgery	Physician Assistant- Surgical Privileges
Rafizadeh, Ardavan J., PA-C	Physician Assistant - Cardiac Surgery	Surgery	Physician Assistant- Surgical Privileges

Staff Status Modifications:

NAME	SPECIALTY	STATUS
Ecoro Nzang, Sara, NP	Nurse Practitioner – Cancer Care	Resignation effective 3/17/2023.

Temporary/Locum Tenens Privileges:

PHYSICIAN	SPECIALTY	DATES
Rafizadeh, Ardavan J., PA-C	Physician Assistant – Surgical Assisting Cardiac Surgery	03/13/2023 – 05/13/2023
Fedie, Jessica, PA-C	Physician Assistant – Surgical Assisting General Surgery	03/14/2023 – 04/30/2023
DeMara, David PA-C	Physician Assistant – Surgical Assisting Cardiac Surgery	03/27/2023 – 05/26/2023

Informational Items:

I. Committee Reports:

- a. Credentials Committee
- b. Interdisciplinary Practice Committee
- c. Medical Staff Excellence Committee
- d. Quality and Safety Committee Reports:
 - Risk Management and Safety
 - Accreditation and Regulatory
 - Chest Pain/STEMI Program
 - Joint Replacement Program
 - Pharmacy & Therapeutics/Infection Control Committee
 - Antimicrobial Stewardship
 - Medication Safety Subcommittee
 - 2023-24 Infection Prevention Risk Assessment and Performance Improvement Plan
 - Isolation Policy
 - Contract Evaluations – Patient Care Services

II. Other Reports:

- a. Financial Performance Review February 2023
- b. Summary of Executive Operations Committee Meetings
- c. Summary of Medical Staff Department/Committee Meetings – March 2023
- d. Medical Staff Treasury Report April 6, 2023
- e. Medical Staff Statistics
- f. HCAHPS Update April 6, 2023

III. Medical Staff Elections 2023:

Nominating Committee for Chief of Staff Elect, Secretary Treasurer and MEC Members at Large appointed. The Committee will be comprised of the Executive Operating Committee (EOC) and two past Chiefs of Staff, Christina Hinz, MD and David Ramos, MD.

EXTENDED CLOSED SESSION
(if necessary)

(VICTOR REY, JR.)

ADJOURNMENT