



April 18, 2024

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 25, 2024, 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 Public Access Information*).

A handwritten signature in black ink, appearing to read "Allen Radner".

Allen Radner, MD
Interim President/Chief Executive Officer

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

**THURSDAY, APRIL 25, 2024, 4:00 P.M.
DOWNING RESOURCE CENTER, ROOMS A, B & C**

**Salinas Valley Health Medical Center
450 E. Romie Lane, Salinas, California**

(Visit salinasvalleyhealth.com/virtualboardmeeting for Public Access Information)

AGENDA

Presented By

1. **CALL TO ORDER / ROLL CALL** *Victor Rey, Jr.*
2. **CLOSED SESSION** *(See Attached Closed Session Sheet Information)* *Victor Rey, Jr.*
3. **RECONVENE OPEN SESSION/REPORT ON CLOSED SESSION** *(Estimated time 4:30 pm)* *Victor Rey, Jr.*
4. **AWARDS & RECOGNITION** *Allen Radner, MD*
 - STAR Award Landen Mucha, RSC
 - DAISY Award Chanthary Pich, BSN, RN
 - STAR Award Tim France
 - DAISY Award Gabriela Serrano, CCRN, RN
 - Spotlight Recognition:
 - Donuts with Docs
 - Community Health Day
5. **PUBLIC COMMENT** *Victor Rey, Jr.*

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.
6. **BOARD MEMBER COMMENTS AND REFERRALS** *Board Members*
7. **CONSENT AGENDA - GENERAL BUSINESS** *Victor Rey, Jr.*

(Board Member may pull an item from the Consent Agenda for discussion.)

 - A. Minutes of March 28, 2024, Regular Meeting of the Board of Directors
 - B. Financial Report
 - C. Statistical Report
 - D. Policies Requiring Approval
 1. Continuing Education and Hospital Travel
 2. Employee Substance Abuse
 3. False Claim Act Provisions
 4. Fecal Management System
 5. Public Records Requests
 6. Scope of Service: Cardiovascular Diagnostic and Treatment Units
 7. Shoulder Dystocia

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

8. REPORTS ON STANDING AND SPECIAL COMMITTEES

A. QUALITY AND EFFICIENT PRACTICES COMMITTEE

Catherine Carson

Minutes of the April 15, 2024 Quality and Efficient Practices Committee meeting have been provided to the Board for their review. Additional Report from Committee Chair, if any.

B. PERSONNEL, PENSION AND INVESTMENT COMMITTEE

Juan Cabrera

Minutes of the April 15, 2024 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 of Mark Healy, MD;
 - That the recruitment of a surgical oncologist 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 District 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;
 - (ii) The Contract Terms of the Recruitment Agreement for Dr. Healy; and
 - (iii) The Contract Terms of the Surgical Oncology Professional Services Agreement for Dr. Healy.
 - 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 of Amanda Jackson, MD;
 - That the recruitment of a pediatrician 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 District 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;
 - (ii) The Contract Terms of the Recruitment Agreement for Dr. Jackson; and

(iii) The Contract Terms of the Pediatrics Professional Services Agreement for Dr. Jackson.

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

3. Consider recommendation for Board of Directors approval of the updated Investment Policy Statement for the Salinas Valley Memorial Healthcare District Employees Pension Plan.

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

C. FINANCE COMMITTEE

*Joel Hernandez
Laguna*

Minutes of the April 22, 2024 Finance Committee meeting have been provided to the Board for their review. The following recommendations have been made to the Board.

1. Consider Recommendation for Board Approval of the Lease Agreement Amendment One between Salinas Valley Memorial Healthcare System (SVMHS) and Uni-Kool Partners for Parking Located at 241 Abbott Street, Salinas, CA (70,000 sq. ft. supplementation of current leased space).

- 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 Valet Services Agreement with Corinthian International Parking Services, Inc.

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

3. Consider Recommendation for Board Approval to lease 740 E. Romie (a vacant lot) to SALINASIDENCE OPCO, LLC dba PACIFIC COAST POST ACUTE.

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

4. Consider Recommendation for Board of Directors to approve procurement to replace our fleet of BD Infusion IV Pump equipment.

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

D. TRANSFORMATION, STRATEGIC PLANNING AND GOVERNANCE COMMITTEE

*Rolando Cabrera,
MD*

Minutes of the April 17, 2024 Transformation, Strategic Planning and Governance Committee meeting have been provided to the Board for their review. Additional Report from Committee Vice-Chair, if any.

9. REPORT ON BEHALF OF THE MEDICAL EXECUTIVE COMMITTEE (MEC) MEETING OF APRIL 11, 2024, AND RECOMMENDATIONS FOR BOARD APPROVAL OF THE FOLLOWING:

Rakesh Singh, MD

A. Reports

1. Credentials Committee Report

B. Policies/Procedures/Plans:

1. Laboratory Quality Management Plan

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

10. CONSIDER BOARD RESOLUTION NO. 2024-01 SETTING GENERAL PREVAILING WAGE RATES

*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

11. EXTENDED CLOSED SESSION *(if necessary)*

Victor Rey, Jr.

12. RECONVENE OPEN SESSION/REPORT ON CLOSED SESSION

Victor Rey, Jr.

13. ADJOURNMENT

Victor Rey, Jr.

The next Regular Meeting of the Board of Directors is scheduled for **Thursday, May 23, 2024, at 4:00 p.m.**

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

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

SALINAS VALLEY HEALTH BOARD OF DIRECTORS AGENDA FOR CLOSED SESSION

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

CLOSED SESSION AGENDA ITEMS

HEARINGS/REPORTS

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

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

1. Report from Quality and Efficient Practices
2. Report of the Medical Staff Quality and Safety Committee
 - Disease Specific Care: Chest Pain Report
 - Emergency Plan yearly report
 - Patient Safety Events and Disclosures
 - Accreditation and Regulatory Report
 - Consent Agenda:
 - Information Technology Report
 - Risk Management/Patient Safety Full report
 - Fall Committee report
 - Environment of Care Committee Reports
 - Accreditation and Regulatory Committee Full Report
3. Medical Executive Committee
 - Report of the Medical Staff Credentials Committee (With Comments)

CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION

(Government Code §54956.9(d)(1))

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

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

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

CONFERENCE WITH LABOR NEGOTIATOR

(Government Code §54957.6)

Agency designated representative: (Specify name of designated representatives attending the closed session): Allen Radner, MD

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): _____

CONFERENCE WITH REAL PROPERTY NEGOTIATORS

(Government Code §54956.8)

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

Agency negotiator: (Specify names of negotiators attending the closed session): Allen Radner, MD

Negotiating parties: (Specify name of party (not agent): Farmers Daughter LP

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

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

PUBLIC EMPLOYMENT

(Government Code §54957)

Title: (Specify description of position to be filled): President/Chief Executive Officer

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*

(VICTOR REY, JR.)

Awards & Recognition

Board of Directors Meeting

April 25, 2024

January STAR Award Honoree Landen Mucha, RCS



January DAISY® Award Honoree Chanthary Pich, BSN, RN



February STAR Award Honoree Tim France



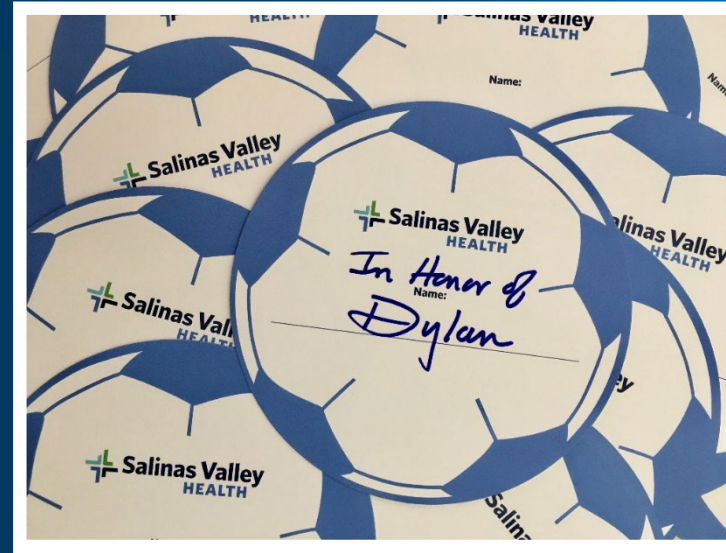
February DAISY® Award Honoree Gabriela Serrano, CCRN, RN



February Launch Donuts with Docs



April 21 Community Health Day



Awards & Recognition

Board of Directors Meeting

April 25, 2024

PUBLIC COMMENT

BOARD MEMBER COMMENTS

(VERBAL)



DRAFT SALINAS VALLEY MEMORIAL HEALTHCARE SYSTEM¹
REGULAR MEETING OF THE BOARD OF DIRECTORS
MEETING MINUTES
MARCH 28, 2024

Board Members Present: President Victor Rey, Jr., Vice-President Joel Hernandez Laguna; Juan Cabrera; Rolando Cabrera MD, and Catherine Carson;

Absent: None.

Also Present:

Allen Radner, MD, Interim President/Chief Executive Officer

Rakesh Singh, MD, Chief of Staff

Matthew Ottone, Esq., District Legal Counsel

Kathie Haines, Executive Support

Director Juan Cabrera joined the meeting at 4:16 p.m.

1. CALL TO ORDER/ROLL CALL

A quorum was present and President Victor Rey, Jr., called the meeting to order at 4:03 p.m. in the Downing Resource Center, Rooms A, B, and C.

2. CLOSED SESSION

President Rey announced items to be discussed in Closed Session as listed on the posted Agenda are *(1) Hearings and Reports, (2) Conference with Legal Counsel-Existing Litigation, (3) Conference with Legal Counsel-Anticipated Litigation, (4) Conference with Real Property Negotiators, (5) Reports Involving Trade Secret-Trade Secret, Strategic Planning, Proposed New Programs and Services, and (6) Public Employee Appointment: President/Chief Executive Officer.* The meeting recessed into Closed Session under the Closed Session Protocol at 4:05 p.m. The Board completed its business of the Closed Session at 4:37 p.m.

3. RECONVENE OPEN SESSION/REPORT ON CLOSED SESSION

The Board reconvened Open Session at 4:42 p.m. President Rey reported that in Closed Session, the Board discussed *(1) Hearings and Reports, (2) Conference with Real Property Negotiators, and (3) Conference with Legal Counsel-Existing Litigation-Araujo et al vs. Salinas Valley Memorial Healthcare.* The Board received and accepted the reports listed on the Closed Session agenda.

President Rey announced there is a need for an extended closed session. The items to be discussed in Extended Closed Session will be *Reports Involving Trade Secret-Trade Secret, Strategic Planning, Proposed New Programs and Services, Conference with Legal Counsel-Anticipated Litigation and Public Appointment: President/Chief Executive Officer.*

¹Salinas Valley Memorial Healthcare System operating as Salinas Valley Health

4. PUBLIC COMMENT

The following public input was received:

Jean Marll, RN/ICU, spoke about a letter sent to Board 2/23/24, the quality of care in the ICU, the extensive knowledge ICU RNs require, ICU RN commitment to excellence and the fact that all the units in the hospital require a different skill set; one is not better than the other. An apology from a Board member was requested.

Stephanie Fierro, SN III/ICU, spoke about Board comments about ICU nurses in the February Board Meeting. ICU nurses embrace Support, Teamwork, Accountability and Respect (STAR Values) and believes the Board should be held to same standards.

Jan O'Claire, RN/PACU, stated she has been with SVH for 7 years and prior to that was a traveler. SVH has exceptional, professional nurses. This hospital is one of best in her work history. The nurses at SVH stand united as union RNs, not divided by skill set.

Brittnee Sandoval, SNIII/MedSurg, is the recipient of the Daisy Award in the February meeting at which comments were made about ICU nurses. She stated the comments detracted from a moment that was meant to be special. She stands in solidarity with her ICU colleagues. Different roles within the hospital require different skill sets but they are all caring for patients at the bedside. SVH has a culture of respect and professionalism not based on their specialties. She supports STAR values and is committed to patients and community.

Julie Akin, RN/NICU for 37 years, stated she cares for very specialized patients. All RNs are specific to their specialties. She has personal experience with her mother who had complex care needs and was cared for in the Emergency Department, Heart Center, Case Management, ICU and wound care. All RNs in these units were dedicated to patient advocacy, with respect and professionalism. This should not be undermined with emphasis on one skill set.

Suzette Eliopoulos, RN/L&D, stated SVH has some of the best critical care nurses with whom she has worked.. Assignment to the RN's specialty relates to patient safety. There is clear and critically important language in the SVH Bargaining Agreement to assign nurses to their skill set to safely staff for patient safety. She stands united with all RNs in their unique specialties.

Taylor Houlette, RN/Heart Center, stated she stands in solidarity to underscore such disrespectful statements by the Board reinforce a past culture of division by specialty. All front-line nurses are patient safety advocates and exhibit professionalism at the bedside.

Jackie Banuelos, RN/DI, stated she is disappointed with comments during the February Board meeting regarding ICU nurse skill set. There is a negative culture from the past dividing nurses by their skill set which is hurtful and unnecessary. Patients at SVH receive the best level of care in all specialties. All nurses at SVH are ethically bound to provide a safe environment for their patients.

Jennifer Jean Pierre, RN, Natividad/ICU, is the CNA Chief Nursing Rep for Monterey County. She stated her solidarity to stand united against disparaging and divisive statements in the February Board Meeting. Nurses have a partnership with patients and community and are united to protect and ensure rights to safe patient advocacy. The Board of Directors and Administration should be committed to culture of safety and bargain in good faith.

Teresa Mac, Labor Rep/CNA, stated it was disappointing to hear the comments made in the February Board of Directors meeting and requests good faith bargaining that will benefit nurses and maintain patient safety at Salinas Valley Health.

Kati Bassler, President, Salinas Valley Federation of Teachers (SVFT), thanked the Board of Directors for their commitment to provide affordable healthcare through the SVH agreement with Municipalities

Colleges Schools Insurance Group (MCSIG). This provides affordable access to healthcare, and promotes wellness and preventative care.

Nicky Long, President/Monterey Bay Teachers Association, offered a genuine thank you from union members to the Board of Directors for the agreement with MCSIG.

Steve McDougall, President/MCSIG and SVFT member thanked the Board of Directors, Dr. Radner and Administration for the agreement MCSIG. Teachers now have a hospital we can call home. He is grateful for the arrangement and hopes it is long term.

5. AWARDS AND RECOGNITION

Dr. Radner reported the March STAR Award recipient and DAISY award recipient were unable to attend the meeting and presentations will be rescheduled.

- **Patient Safety Faire, March 13:** Aniko Kukla, Director Quality & Patient Safety, and Toni Rodriguez, Clinical Performance Improvement Specialist, were introduced. Ms. Kukla and Mr. Rodriguez reported this was the first Patient Safety Faire since COVID and the commitment was amazing; there were 20 booths and 320 attendees. The theme was “Safer Together.” Radiation Safety won the Best Booth Award which demonstrated new guidelines for radiation safety. Jorge Sanchez, DI Supervisor, and Elvira Franco, DI Manager, were present to receive the trophy.
- **Certified Nurses Day, March 19:** Lisa Paulo, CNO, reported it takes extra effort to become a certified nurse and enhances performance to provide the best care for our patients. SVH has created a program to support nurses in their efforts to become certified. Our certification rates have gone from 22% to 35%. For the third year in a row, Matsui Farms donated orchids to all our certified nurses.

6. BOARD MEMBER COMMENTS AND REFERRALS

Vice President Joel Hernandez Laguna: Director Hernandez Laguna reported he has received calls from teachers regarding the MCSIG contract. He met a lot of teachers while campaigning and there was a consistent message access to local healthcare was needed. He plans to reconnected with teachers in his district. One of his constituents from Gonzales asked when the community room will be available. He and Dr. Radner will follow up. He asked if meeting decorum from audience and members could be formalized.

Director Rolando Cabrera, MD: No comments

Director Juan Cabrera: Director Cabrera stated “great job” to the MCSIG contract which is a win-win for SVH and teachers, and is important to the community.

Director Catherine Carson: Director Carson stated she is disheartened her words were misconstrued. It was not her intention to make negative comments while praising the Med/Surg nurse. She is also certified nurse. She enjoys her presence on the board but she is a licensed nurse first.

President Victor Rey, Jr.: Director Rey echoed congratulatory statements in terms of the contract with MCSIG.

7. CONSENT AGENDA – GENERAL BUSINESS

It was noted the Blood-borne Pathogen Exposure Control Plan has been removed for consideration; more work is needed on that policy.

Recommend Board Approval of the Following:

- A. Minutes of February 22, 2024, Regular Meeting of the Board of Directors
- B. Financial Report
- C. Statistical Report
- D. Policies Requiring Approval
 - 1. Cervical Ripening Balloon
 - 2. Scheduling: Cardiac Cath Lab
 - 3. Tissue Acquisition, Storage, and Implant Tracking
 - 4. Utilities Management Plan
- E. Board Policy on Reporting and Settlement of Claims

PUBLIC COMMENT:

None.

BOARD MEMBER DISCUSSION:

None.

MOTION:

Upon motion by Director Dr. Cabrera, second by Director Cabrera, the Board of Directors approved the Consent Agenda, Items (A) through (E), as listed above.

ROLL CALL VOTE:

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

Noes: None;

Abstentions: None;

Absent: None.

Motion Carried

8. REPORTS ON STANDING AND SPECIAL COMMITTEES

A. QUALITY AND EFFICIENT PRACTICES COMMITTEE

A report was received from Director Catherine Carson regarding the Quality and Efficient Practices Committee. The Committee received a great report from the Pediatric Unit Practice Council on safe sleeping and the Bee Mindful Project for patients with Autism Spectrum Disorder. The Dashboard now includes control charts. SVH has great results for readmissions over several years. Dr. Defilippe provided a report on the cardiac surgery program which is doing a lot of great work. TJC revisited Tuesday, March 26, with no findings. The minutes were provided for Board review. There were no recommendations.

B. PERSONNEL, PENSION, AND INVESTMENT COMMITTEE

A report was received from Director Cabrera regarding the Personnel, Pension, and Investment Committee. The minutes were provided for Board review. The following recommendations were made:

1. Consider Recommendation for Board Approval of (i) Findings Supporting Recruitment of Mario Roldan, DO, (ii) Contract Terms for Dr. Roldan's Recruitment Agreement, and (iii) Contract Terms for Dr. Roldan's General Surgery Professional Services Agreement.

MOTION:

Upon motion by Director Dr. Cabrera, and seconded by Director Carson, the Board of Directors makes the following findings and approves the recommendations as follows:

- (i) The Findings Supporting Recruitment of Mario Roldan, DO;
 - a. That the recruitment of a general surgeon to Salinas Valley Health Clinics is in the best interest of the public health of the communities served by the District; and
 - b. That the recruitment benefits and incentives the District 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;
- (ii) The Contract Terms of the Recruitment Agreement for Dr. Roldan; and
- (iii) The Contract Terms of the General Surgery Professional Services Agreement for Dr. Roldan.

PUBLIC COMMENT:

None.

BOARD DISCUSSION: There was clarification of the incentive bonus, discussion of the need for general surgeons, and the fact general surgery is required by mandate. Dr. Roldan has ties to the community, speaks Spanish and is skilled in robotics. Adding general surgeons is part of our growth strategy. Two general surgeons are moving to the senior staff category which enables them to cut back on their call. Adding specialists to our medical staff will attract other physicians.

ROLL CALL VOTE:

Ayes: J. Cabrera, R Cabrera, Carson, Hernandez Laguna, and Rey

Noes: None;

Abstentions: None;

Absent: None.

Motion Carried

- 2. Consider Recommendation for Board Approval of the investment asset allocation for the Salinas Valley Memorial Healthcare District Employee Pension Plan assets to allocate future plan investments in passively managed investments (index funds) and minimal or no investment in international equities.

MOTION:

Upon motion by Director Cabrera, and seconded by Director Hernandez Laguna, the Board of Directors approves the investment asset allocation for the Salinas Valley Memorial Healthcare District Employee Pension Plan assets to allocate future plan investments in passively managed investments (index funds) and minimal or no investment in international equities.

PUBLIC COMMENT:

None.

BOARD DISCUSSION: There was discussion that this allocation will move assets from managed funds to Blue-chip index funds which will provide a smaller international exposure. The decision included a hypothetical comparison/analysis of this strategy if used for the past 20 years. This is a desirable proactive strategy.

ROLL CALL VOTE:

Ayes: J. Cabrera, R Cabrera, Carson, Hernandez Laguna, and Rey

Noes: None;

Abstentions: None;

Absent: None.

Motion Carried

C. FINANCE COMMITTEE

A report was received from Director Joel Hernandez Laguna regarding the Finance Committee. The minutes were provided for Board review. The following recommendations were made:

1. Consider recommendation to the SVH Board of Directors to approve (i) the purchase of an additional 5.9143 units of Voting Membership Interests in Monterey Peninsula Surgery Center for the amount of \$196,500.00, and (ii) the execution of the MPSC Subscription Agreement by the Interim President/CEO.

MOTION:

Upon motion by Director Cabrera, and seconded by Director Hernandez Laguna, Board of Directors approves (i) the purchase of an additional 5.9143 units of Voting Membership Interests in Monterey Peninsula Surgery Center for the amount of \$196,500.00, and (ii) the execution of the MPSC Subscription Agreement by the Interim President/CEO.

PUBLIC COMMENT:

None.

BOARD DISCUSSION: The Monterey Peninsula Surgery Center has a good reputation and has been a good partner.

ROLL CALL VOTE:

Ayes: J. Cabrera, R Cabrera, Carson, Hernandez Laguna, and Rey

Noes: None;

Abstentions: None;

Absent: None.

Motion Carried

2. Consider Recommendation for Board Approval of the two (2) year Perfusion Services Agreement with Prime Perfusion, Inc., for total cost of \$1,656,000.

MOTION:

Upon motion by Director Dr. Cabrera, and seconded by Director Cabrera, the Board of Directors approves the two (2) year Perfusion Services Agreement with Prime Perfusion, Inc., for the total cost of \$1,656,000.

PUBLIC COMMENT:

None.

BOARD DISCUSSION: Clement was commended for his work on this contract. The contract provides two staff to support cardiac surgery and structural heart procedures.

ROLL CALL VOTE:

Ayes: J. Cabrera, R Cabrera, Carson, Hernandez Laguna, and Rey

Noes: None;
Abstentions: None;
Absent: None.

Motion Carried

**9. REPORT ON BEHALF OF THE MEDICAL EXECUTIVE COMMITTEE (MEC)
MEETING ON FEBRUARY 8, 2024, AND RECOMMENDATION FOR BOARD
APPROVAL OF THE FOLLOWING**

Rakesh Singh, MD, Chief of Staff, reviewed the reports of the Medical Executive Committee (MEC) meeting of February 8, 2024, and Policies/Procedures/Plans revisions. Dr. Singh noted the Blood-borne Pathogen Exposure Control Plan has been removed for consideration; more work is needed on that policy. 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. Policies/Procedures/Plans:
 - 1. Abdominal Pain Nursing Standardized Procedure
 - 2. Medical Record Addenda Documentation Policy

PUBLIC COMMENT:

None.

BOARD DISCUSSION:

None.

MOTION:

Upon motion by Director Dr. Cabrera, second by Director Hernandez Laguna, the Board of Directors receives and accepts the Medical Executive Committee Credentials Committee Report, the Interdisciplinary Practice Committee Report, and approves the Policies, Procedures, Plans, as follows:

- a. Reports
 - 1. Credentials Committee Report
 - 2. Interdisciplinary Practice Committee Report
- b. Policies/Procedures/Plans:
 - 1. Abdominal Pain Nursing Standardized Procedure
 - 2. Medical Record Addenda Documentation Policy

ROLL CALL VOTE:

Ayes: Cabrera, Dr. Cabrera, Carson, Hernandez Laguna, and Rey

Noes: None;

Abstentions: None;

Absent: None.

Motion Carried

10. EXTENDED CLOSED SESSION

President Rey announced items to be discussed in Extended Closed Session are (1) *Reports Involving Trade Secret-Trade Secret, Strategic Planning, Proposed New Programs and Services*, (2) *Conference with Legal Counsel – Anticipated Litigation*, and (3) *Public Appointment: President/Chief Executive Officer*. The meeting recessed into Closed Session under the Closed Session Protocol at 6:10 p.m. The Board completed its business of the Closed Session at 7:34 p.m.

11. RECONVENE OPEN SESSION/REPORT ON CLOSED SESSION

The Board reconvened Open Session at 7:35 p.m. President Rey reported that in Extended Closed Session, the Board discussed (1) *Reports Involving Trade Secret-Trade Secret, Strategic Planning, Proposed New Programs and Services* and (2) *Conference with Legal Counsel – Anticipated Litigation*, and (3) *Public Appointment: President/Chief Executive Officer*. No action was taken on the items.

14. ADJOURNMENT

The next Regular Meeting of the Board of Directors is scheduled for **Thursday, April 25, 2024, at 4:00 p.m.** There being no further business, the meeting was adjourned at 7:36 p.m.

Rolando Cabrera, MD
Secretary, Board of Directors

Financial Performance Review

March 2024

Finance Committee - Open Session

Augustine Lopez

Chief Financial Officer

Consolidated Financial Summary

For the Month of March 2024

\$ in Millions	For the Month of March 2024					
			Variance fav (unfav)			
	Actual	Budget	\$VAR	%VAR		
Operating Revenue	\$ 63.4	\$ 62.0	\$ 1.4	2.3%		
Operating Expense	\$ 62.3	\$ 61.8	\$ (0.5)	-0.8%		
Income from Operations	\$ 1.1	\$ 0.2	\$ 0.9	450.0%		
<i>Operating Margin %</i>	1.7%	0.3%	1.4%	466.67%		
Non Operating Income	\$ 3.9	\$ 1.9	\$ 2.0	105.3%		
Net Income (*)	\$ 5.0	\$ 2.1	\$ 2.9	138.1%		
<i>Net Income Margin %</i>	7.9%	3.4%	4.5%	132.4%		

* **Non-Operating Revenue** was favorable by \$2 million primarily as the result of favorable investment performance and mark to market adjustment for the month.

Consolidated Financial Summary

YTD March 2024

\$ in Millions	FY 2024 YTD March				
			Variance fav (unfav)		
	Actual	Budget	\$VAR	%VAR	
Operating Revenue (*)	\$ 543.5	\$ 540.9	\$ 2.6	0.5%	
Operating Expense	\$ 552.0	\$ 539.0	\$ (13.0)	-2.4%	
Income from Operations	\$ (8.5)	\$ 1.9	\$ (10.4)	-547.4%	
Operating Margin %	-1.6%	0.4%	-2.0%	-500.0%	
Non Operating Income	\$ 31.3	\$ 17.2	\$ 14.1	82.0%	
Net Income	\$ 22.8	\$ 19.1	\$ 3.7	19.4%	
Net Income Margin %	4.2%	3.5%	0.7%	20.0%	

Normalizing Item:

The above includes Medicare and Medi-Cal prior year favorable cost report settlements totaling \$1.2M.

Consolidated Financial Summary

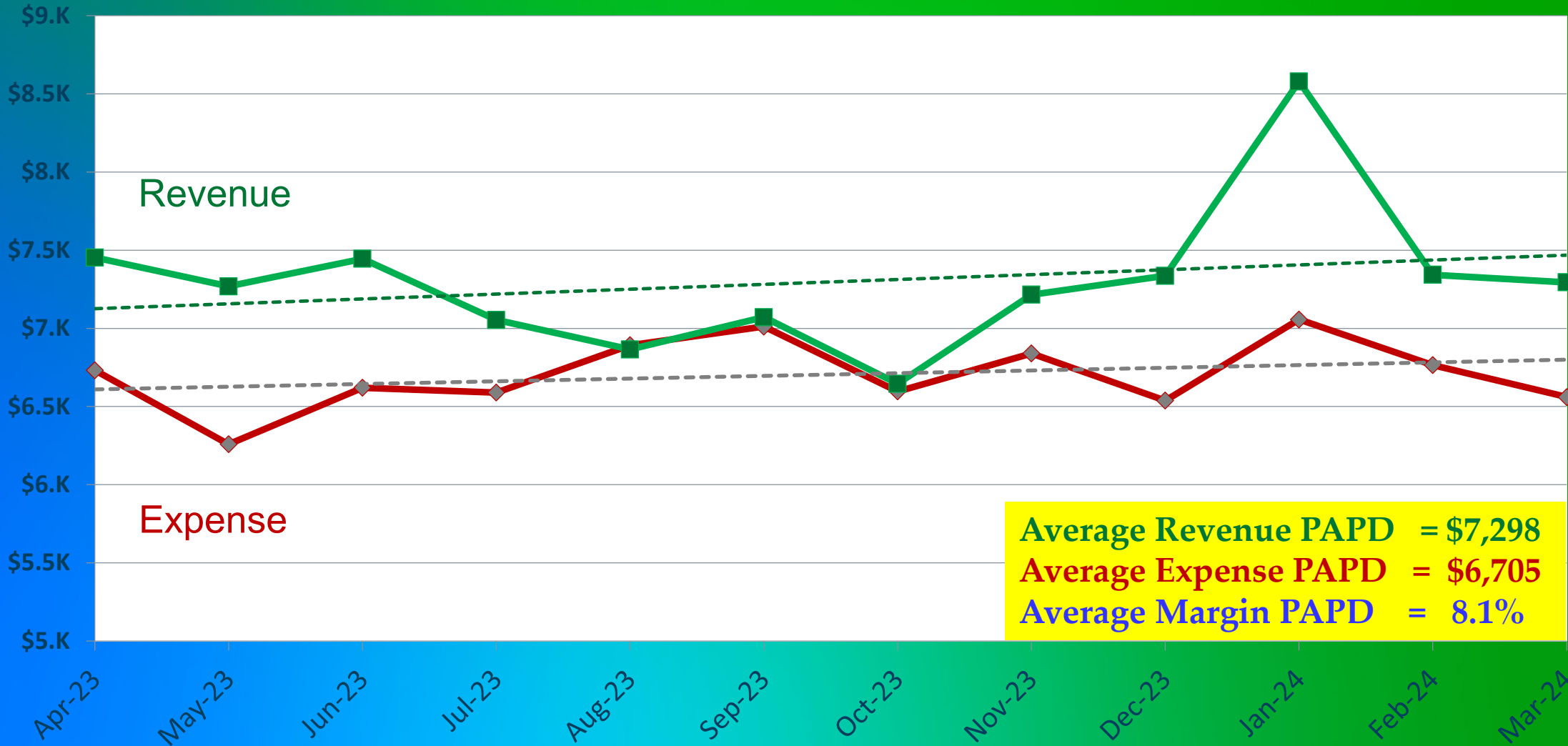
YTD March 2024 - Normalized

\$ in Millions	FY 2024 YTD March				
			Variance fav (unfav)		
	Actual	Budget	\$VAR	%VAR	
Operating Revenue (*)	\$ 542.3	\$ 540.9	\$ 1.4	0.3%	
Operating Expense	\$ 552.0	\$ 539.0	\$ (13.0)	-2.4%	
Income from Operations	\$ (9.7)	\$ 1.9	\$ (11.6)	-610.5%	
Operating Margin %	-1.8%	0.4%	-2.2%	-550.0%	
Non Operating Income	\$ 31.3	\$ 17.2	\$ 14.1	82.0%	
Net Income	\$ 21.6	\$ 19.1	\$ 2.5	13.1%	
Net Income Margin %	4.0%	3.5%	0.5%	14.3%	

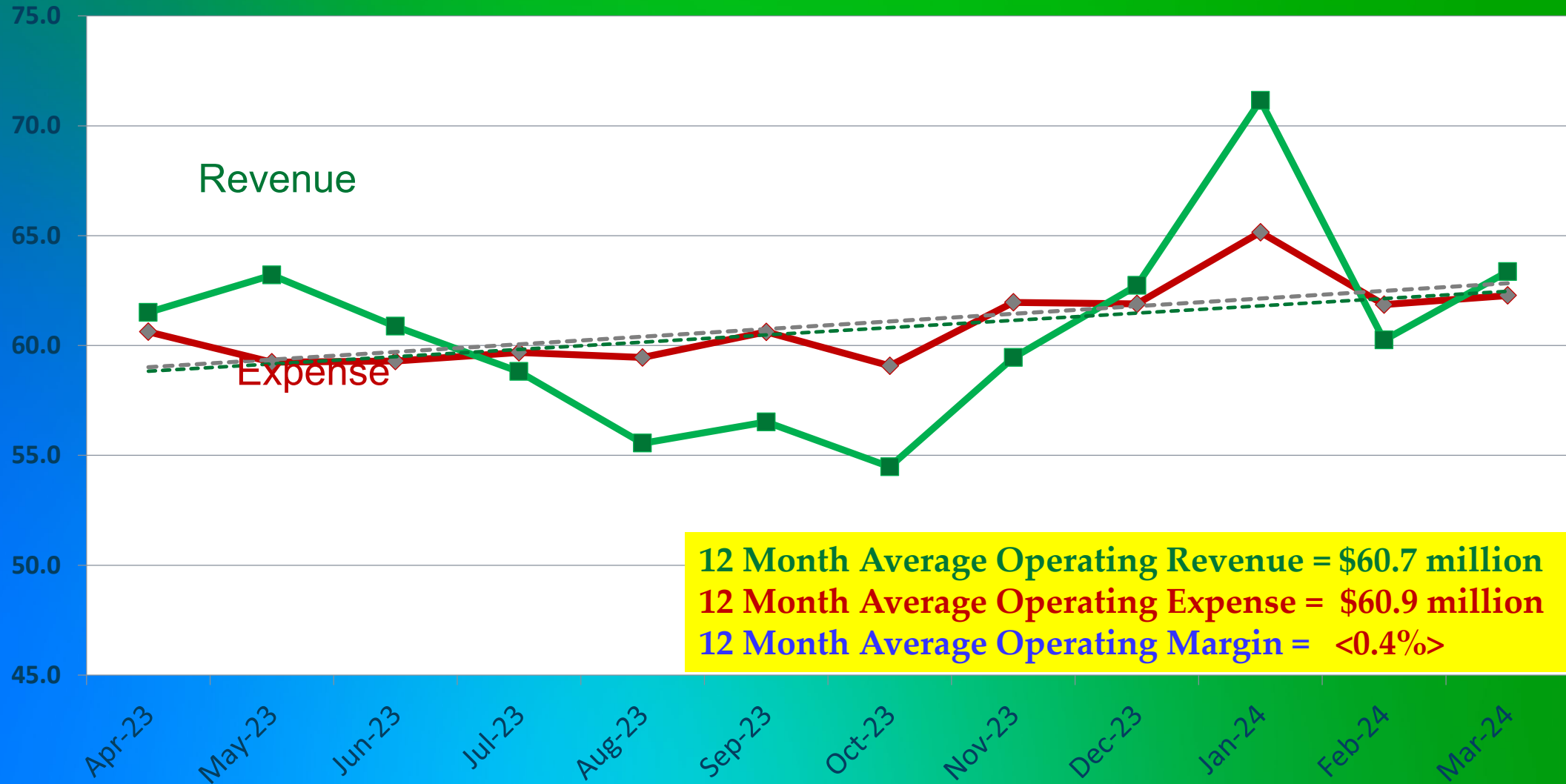
Normalizing Item:

The above excludes Medicare and Medi-Cal prior year favorable cost report settlements totaling \$1.2M.

SVHMC Revenues & Expenses Per Adjusted Patient Day Rolling 12 Months: April 23 to March 24



SVH Consolidated Revenues & Expenses Rolling 12 Months: April 23 to March 24



Salinas Valley Health Key Financial Indicators

Statistic	YTD	SVH		S&P A+ Rated		YTD	
	03/31/24	Target	+/-	Hospitals	+/-	3/31/23	+/-
Operating Margin*	-1.8%	5.0%		4.0%		2.9%	
Total Margin*	4.0%	6.0%		6.6%		4.7%	
EBITDA Margin**	3.0%	7.4%		13.6%		7.1%	
Days of Cash*	338	305		249		339	
Days of Accounts Payable*	43	45		-		52	
Days of Net Accounts Receivable***	51	45		49		48	
Supply Expense as % NPR	13.8%	14.0%		-		12.8%	
SWB Expense as % NPR	55.6%	53.0%		53.7%		53.1%	
Operating Expense per APD*	6,706	6,739		-		6,224	

All metrics above are consolidated for SVH except Operating Expense per APD

*These metrics have been adjusted for normalizing items

**Metric based on Operating Income (consistent with industry standard)

***Metric based on 90 days average net revenue (consistent with industry standard)

Questions/Comments

SALINAS VALLEY HEALTH MEDICAL CENTER
SUMMARY INCOME STATEMENT
March 31, 2024

	<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	\$ 53,215,935	\$ 49,844,938	\$ 455,805,479	\$ 466,237,581
Other operating revenue	<u>1,120,312</u>	<u>1,259,573</u>	<u>9,861,505</u>	<u>7,610,514</u>
Total operating revenue	<u>54,336,247</u>	<u>51,104,511</u>	<u>465,666,984</u>	<u>473,848,095</u>
Total operating expenses	48,872,883	49,562,364	431,546,230	426,612,464
Total non-operating income	<u>(979,261)</u>	<u>1,318,403</u>	<u>(12,873,368)</u>	<u>(18,063,520)</u>
Operating and non-operating income	<u>\$ 4,484,102</u>	<u>\$ 2,860,550</u>	<u>\$ 21,247,386</u>	<u>\$ 29,172,111</u>

SALINAS VALLEY HEALTH MEDICAL CENTER
 BALANCE SHEETS
 March 31, 2024

	<u>Current year</u>	<u>Prior year</u>
ASSETS:		
Current assets	\$ 347,471,311	\$ 412,304,760
Assets whose use is limited or restricted by board	165,022,784	157,466,029
Capital assets	249,123,680	242,653,986
Other assets	288,659,194	180,814,794
Deferred pension outflows	<u>116,911,125</u>	<u>95,857,027</u>
	<u>\$ 1,167,188,094</u>	<u>\$ 1,089,096,597</u>
LIABILITIES AND EQUITY:		
Current liabilities	86,207,551	106,221,022
Long term liabilities	20,145,488	17,159,971
Lease deferred inflows	1,470,015	1,642,999
Pension liability	118,792,064	79,111,485
Net assets	<u>940,572,973</u>	<u>884,961,119</u>
	<u>\$ 1,167,188,091</u>	<u>\$ 1,089,096,596</u>

SALINAS VALLEY HEALTH MEDICAL CENTER
SCHEDULES OF NET PATIENT REVENUE
March 31, 2024

	Month of March,		Nine months ended March 31,	
	current year	prior year	current year	prior year
Patient days:				
By payer:				
Medicare	1,879	1,743	16,247	18,192
Medi-Cal	1,079	1,348	9,492	10,643
Commercial insurance	581	579	5,157	6,884
Other patient	83	181	904	1,106
Total patient days	3,622	3,851	31,800	36,825
Gross revenue:				
Medicare	\$ 119,887,840	\$ 111,349,836	\$ 1,025,666,955	\$ 940,354,384
Medi-Cal	79,776,827	83,084,260	637,339,335	634,709,357
Commercial insurance	55,257,136	49,120,358	472,536,714	466,534,420
Other patient	8,273,807	11,174,646	79,285,089	78,622,951
Gross revenue	263,195,610	254,729,099	2,214,828,093	2,120,221,113
Deductions from revenue:				
Administrative adjustment	346,040	135,425	2,859,919	2,276,380
Charity care	373,464	543,191	5,912,183	5,589,125
Contractual adjustments:				
Medicare outpatient	37,718,273	35,451,371	318,807,609	271,316,616
Medicare inpatient	47,565,640	47,137,679	423,111,168	421,386,923
Medi-Cal traditional outpatient	971,630	3,533,949	22,939,017	30,948,610
Medi-Cal traditional inpatient	4,959,102	7,916,449	42,988,883	49,024,956
Medi-Cal managed care outpatient	37,814,410	32,755,490	281,784,297	250,666,947
Medi-Cal managed care inpatient	27,818,484	30,967,782	228,999,160	235,916,155
Commercial insurance outpatient	23,462,287	19,870,359	197,856,757	161,588,959
Commercial insurance inpatient	23,686,650	18,857,816	185,080,344	177,050,040
Uncollectible accounts expense	4,486,287	3,988,717	38,395,451	34,617,310
Other payors	777,408	3,725,934	10,287,828	13,601,510
Deductions from revenue	209,979,675	204,884,162	1,759,022,616	1,653,983,532
Net patient revenue	\$ 53,215,935	\$ 49,844,938	\$ 455,805,477	\$ 466,237,581
Gross billed charges by patient type:				
Inpatient	\$ 130,200,066	\$ 134,022,311	\$ 1,122,214,868	\$ 1,145,792,152
Outpatient	102,267,009	90,744,958	827,534,083	715,000,364
Emergency room	30,728,535	29,961,830	265,079,142	259,428,596
Total	\$ 263,195,610	\$ 254,729,099	\$ 2,214,828,093	\$ 2,120,221,113

SALINAS VALLEY HEALTH MEDICAL CENTER
STATEMENTS OF REVENUE AND EXPENSES
March 31, 2024

	Month of March,		Nine months ended March 31,	
	current year	prior year	current year	prior year
Operating revenue:				
Net patient revenue	\$ 53,215,935	\$ 49,844,938	\$ 455,805,479	\$ 466,237,581
Other operating revenue	<u>1,120,312</u>	<u>1,259,573</u>	<u>9,861,505</u>	<u>7,610,514</u>
Total operating revenue	<u>54,336,247</u>	<u>51,104,511</u>	<u>465,666,984</u>	<u>473,848,095</u>
Operating expenses:				
Salaries and wages	17,073,137	17,092,063	150,042,155	154,572,504
Compensated absences	3,444,168	2,771,127	27,363,015	25,363,013
Employee benefits	8,499,764	7,835,465	76,429,788	69,460,389
Supplies, food, and linen	7,582,049	7,200,939	65,386,273	61,296,803
Purchased department functions	3,716,049	4,424,389	32,566,197	37,490,274
Medical fees	2,198,594	2,562,755	22,107,686	18,921,225
Other fees	2,192,685	3,182,995	20,476,049	26,644,274
Depreciation	2,453,368	1,879,470	21,616,977	18,507,794
All other expense	<u>1,713,069</u>	<u>2,613,161</u>	<u>15,558,090</u>	<u>14,356,188</u>
Total operating expenses	<u>48,872,883</u>	<u>49,562,364</u>	<u>431,546,230</u>	<u>426,612,464</u>
Income from operations	<u>5,463,364</u>	<u>1,542,147</u>	<u>34,120,754</u>	<u>47,235,631</u>
Non-operating income:				
Donations	270,645	167,066	2,604,212	5,759,969
Property taxes	333,333	333,333	3,000,000	3,000,000
Investment income	2,531,046	4,103,760	22,520,296	4,345,236
Taxes and licenses	0	0	0	0
Income from subsidiaries	<u>(4,114,285)</u>	<u>(3,285,756)</u>	<u>(40,997,876)</u>	<u>(31,168,725)</u>
Total non-operating income	<u>(979,261)</u>	<u>1,318,403</u>	<u>(12,873,368)</u>	<u>(18,063,520)</u>
Operating and non-operating income	4,484,102	2,860,550	21,247,386	29,172,111
Net assets to begin	<u>936,088,874</u>	<u>882,100,572</u>	<u>919,325,589</u>	<u>855,789,004</u>
Net assets to end	<u>\$ 940,572,976</u>	<u>\$ 884,961,121</u>	<u>\$ 940,572,975</u>	<u>\$ 884,961,115</u>
Net income excluding non-recurring items	\$ 4,484,102	\$ 2,860,550	\$ 21,247,386	\$ 29,172,111
Non-recurring income (expense) from cost report settlements and re-openings and other non-recurring items	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Operating and non-operating income	<u>\$ 4,484,102</u>	<u>\$ 2,860,550</u>	<u>\$ 21,247,386</u>	<u>\$ 29,172,111</u>

SALINAS VALLEY HEALTH MEDICAL CENTER
SCHEDULES OF INVESTMENT INCOME
March 31, 2024

	<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>
Detail of income from subsidiaries:				
Salinas Valley Health Clinics				
Pulmonary Medicine Center	\$ (200,041)	\$ (242,922)	\$ (1,823,701)	\$ (1,496,508)
Neurological Clinic	(52,142)	(87,582)	(633,239)	(584,449)
Palliative Care Clinic	(104,060)	(75,161)	(815,953)	(632,457)
Surgery Clinic	(163,352)	(196,396)	(1,641,465)	(1,275,763)
Infectious Disease Clinic	(44,880)	(32,831)	(346,366)	(282,223)
Endocrinology Clinic	(219,792)	(222,732)	(2,085,328)	(1,526,427)
Early Discharge Clinic	0	0	0	0
Cardiology Clinic	(452,610)	(511,189)	(5,183,044)	(3,978,979)
OB/GYN Clinic	(378,048)	(400,421)	(3,687,774)	(2,778,235)
PrimeCare Medical Group	(708,607)	(365,165)	(7,735,313)	(5,225,567)
Oncology Clinic	(386,684)	(40,318)	(3,100,631)	(2,263,724)
Cardiac Surgery	(321,568)	(200,888)	(2,799,513)	(2,506,361)
Sleep Center	(68,071)	(54,247)	(500,328)	(301,220)
Rheumatology	(70,944)	(49,072)	(651,388)	(516,011)
Precision Ortho MDs	(445,839)	(584,704)	(4,327,660)	(3,262,916)
Precision Ortho-MRI	0	0	0	0
Precision Ortho-PT	(57,610)	(51,110)	(436,409)	(335,249)
Vaccine Clinic	0	0	16	(683)
Dermatology	(33,039)	19,610	(358,196)	(162,760)
Hospitalists	0	0	0	0
Behavioral Health	(47,622)	(40,200)	(446,456)	(294,783)
Pediatric Diabetes	(41,423)	(51,298)	(409,834)	(413,109)
Neurosurgery	(110,129)	(11,094)	(435,772)	(257,350)
Multi-Specialty-RR	2,022	(9,206)	23,273	70,666
Radiology	(155,270)	123,148	(2,785,417)	(1,521,481)
Salinas Family Practice	(99,587)	(86,066)	(1,218,500)	(896,500)
Urology	(173,391)	(11,201)	(1,555,613)	(804,138)
Total SVHC	(4,332,687)	(3,181,045)	(42,954,611)	(31,246,227)
Doctors on Duty	(39,737)	(151,217)	286,129	13,051
Vantage Surgery Center	0	0	0	0
LPCH NICU JV	0	0	0	(1,387,567)
Central Coast Health Connect	0	0	0	0
Monterey Peninsula Surgery Center	126,697	(61,616)	1,175,739	1,226,367
Coastal	48,817	8,257	96,226	(29,439)
Apex	0	0	0	0
21st Century Oncology	42,433	99,325	45,656	(53,380)
Monterey Bay Endoscopy Center	40,191	539	352,986	308,470
Total	<u>\$ (4,114,285)</u>	<u>\$ (3,285,756)</u>	<u>\$ (40,997,876)</u>	<u>\$ (31,168,725)</u>

SALINAS VALLEY HEALTH MEDICAL CENTER
BALANCE SHEETS
March 31, 2024

	Current year	Prior year
A S S E T S		
Current assets:		
Cash and cash equivalents	\$ 219,231,264	\$ 302,187,761
Patient accounts receivable, net of estimated uncollectibles of \$44,876,030	97,501,015	81,881,609
Supplies inventory at cost	7,839,589	7,555,263
Current portion of lease receivable	1,033,276	546,861
Other current assets	21,866,166	20,133,266
Total current assets	347,471,311	412,304,760
Assets whose use is limited or restricted by board	165,022,784	157,466,029
Capital assets:		
Land and construction in process	76,674,455	53,155,190
Other capital assets, net of depreciation	172,449,225	189,498,797
Total capital assets	249,123,680	242,653,986
Other assets:		
Right of use assets, net of amortization	6,958,849	5,622,496
Long term lease receivable	551,500	1,186,426
Subscription assets, net of amortization	7,404,479	0
Investment in Securities	253,138,221	145,056,247
Investment in SVMC	2,538,394	10,483,287
Investment in Coastal	1,777,867	1,614,262
Investment in other affiliates	22,494,189	19,950,434
Net pension asset	(6,204,305)	(3,098,358)
Total other assets	288,659,194	180,814,794
Deferred pension outflows	116,911,125	95,857,027
	\$ 1,167,188,094	\$ 1,089,096,597
LIABILITIES AND NET ASSETS		
Current liabilities:		
Accounts payable and accrued expenses	\$ 54,393,468	\$ 65,143,585
Due to third party payers	4,090,793	19,662,420
Current portion of self-insurance liability	20,518,736	18,644,064
Current subscription liability	4,297,497	0
Current portion of lease liability	2,907,057	2,770,954
Total current liabilities	86,207,551	106,221,022
Long term portion of workers comp liability	13,027,333	14,058,922
Long term portion of lease liability	4,267,580	3,101,049
Long term subscription liability	2,850,575	0
Total liabilities	106,353,039	123,380,993
Lease deferred inflows	1,470,015	1,642,999
Pension liability	118,792,064	79,111,485
Net assets:		
Invested in capital assets, net of related debt	249,123,680	242,653,986
Unrestricted	691,449,293	642,307,133
Total net assets	940,572,973	884,961,119
	\$ 1,167,188,091	\$ 1,089,096,596

SALINAS VALLEY HEALTH MEDICAL CENTER
STATEMENTS OF REVENUE AND EXPENSES - BUDGET VS. ACTUAL
March 31, 2024

	Month of March,				Nine months ended March 31,			
	Actual	Budget	Variance	% Var	Actual	Budget	Variance	% Var
Operating revenue:								
Gross billed charges	\$ 263,195,610	\$ 242,821,310	20,374,300	8.39%	\$ 2,214,828,093	\$ 2,112,013,250	102,814,843	4.87%
Deductions from revenue	209,979,675	191,582,454	18,397,221	9.60%	1,759,022,616	1,663,709,218	95,313,398	5.73%
Net patient revenue	53,215,935	51,238,856	1,977,079	3.86%	455,805,477	448,304,032	7,501,445	1.67%
Other operating revenue	1,120,312	1,332,540	(212,228)	-15.93%	9,861,505	11,992,860	(2,131,355)	-17.77%
Total operating revenue	54,336,247	52,571,396	1,764,851	3.36%	465,666,982	460,296,892	5,370,090	1.17%
Operating expenses:								
Salaries and wages	17,073,137	18,183,029	(1,109,892)	-6.10%	150,042,155	154,029,787	(3,987,632)	-2.59%
Compensated absences	3,444,168	2,463,975	980,193	39.78%	27,363,015	26,583,594	779,421	2.93%
Employee benefits	8,499,764	8,549,467	(49,703)	-0.58%	76,429,788	71,406,108	5,023,680	7.04%
Supplies, food, and linen	7,582,049	6,899,278	682,771	9.90%	65,386,273	61,216,799	4,169,474	6.81%
Purchased department functions	3,716,049	3,539,230	176,819	5.00%	32,566,197	31,853,063	713,134	2.24%
Medical fees	2,198,594	2,359,060	(160,466)	-6.80%	22,107,686	21,231,542	876,144	4.13%
Other fees	2,192,685	2,269,528	(76,843)	-3.39%	20,476,049	20,257,766	218,283	1.08%
Depreciation	2,453,368	2,173,882	279,486	12.86%	21,616,977	19,224,475	2,392,502	12.45%
All other expense	1,713,069	1,841,330	(128,261)	-6.97%	15,558,090	16,414,103	(856,013)	-5.22%
Total operating expenses	48,872,883	48,278,780	594,103	1.23%	431,546,230	422,217,237	9,328,993	2.21%
Income from operations	5,463,364	4,292,616	1,170,748	27.27%	34,120,752	38,079,655	(3,958,903)	-10.40%
Non-operating income:								
Donations	270,645	166,667	103,978	62.39%	2,604,212	1,500,000	1,104,212	73.61%
Property taxes	333,333	333,333	(0)	0.00%	3,000,000	3,000,000	0	0.00%
Investment income	2,531,046	1,185,806	1,345,240	113.45%	22,520,296	10,672,250	11,848,046	111.02%
Income from subsidiaries	(4,114,285)	(4,086,573)	(27,712)	0.68%	(40,997,876)	(35,836,013)	(5,161,863)	14.40%
Total non-operating income	(979,261)	(2,400,768)	1,421,506	-59.21%	(12,873,368)	(20,663,763)	7,790,395	-37.70%
Operating and non-operating income \$	4,484,103	\$ 1,891,848	2,592,255	137.02%	\$ 21,247,384	\$ 17,415,892	3,831,492	22.00%

SALINAS VALLEY HEALTH MEDICAL CENTER

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>2023</u>	<u>2024</u>	<u>2022-23</u>	<u>2023-24</u>	
<u>NEWBORN STATISTICS</u>					
Medi-Cal Admissions	42	31	338	309	(29)
Other Admissions	87	74	777	717	(60)
Total Admissions	129	105	1,115	1,026	(89)
Medi-Cal Patient Days	71	45	543	490	(53)
Other Patient Days	136	106	1,294	1,171	(123)
Total Patient Days of Care	207	151	1,837	1,661	(176)
Average Daily Census	6.7	4.9	6.7	6.0	(0.6)
Medi-Cal Average Days	1.8	1.6	1.7	1.7	0.0
Other Average Days	0.8	1.5	1.7	1.7	(0.0)
Total Average Days Stay	1.7	1.5	1.7	1.7	(0.0)
<u>ADULTS & PEDIATRICS</u>					
Medicare Admissions	403	362	3,622	3,363	(259)
Medi-Cal Admissions	345	281	2,665	2,395	(270)
Other Admissions	368	313	2,811	2,666	(145)
Total Admissions	1,116	956	9,098	8,424	(674)
Medicare Patient Days	1,543	1,509	15,408	13,732	(1,676)
Medi-Cal Patient Days	1,348	1,128	10,933	9,738	(1,195)
Other Patient Days	911	754	9,328	6,434	(2,894)
Total Patient Days of Care	3,802	3,391	35,669	29,904	(5,765)
Average Daily Census	122.6	109.4	129.7	108.7	(21.0)
Medicare Average Length of Stay	3.8	4.1	4.3	4.1	(0.2)
Medi-Cal Average Length of Stay	3.8	3.5	3.6	3.5	(0.0)
Other Average Length of Stay	2.5	1.9	2.7	1.9	(0.7)
Total Average Length of Stay	3.4	3.1	3.5	3.2	(0.3)
Deaths	32	32	229	237	8
Total Patient Days	4,009	3,542	37,506	31,565	(5,941)
Medi-Cal Administrative Days	0	27	81	32	(49)
Medicare SNF Days	0	0	0	0	0
Over-Utilization Days	0	0	0	0	0
Total Non-Acute Days	0	27	81	32	(49)
Percent Non-Acute	0.00%	0.76%	0.22%	0.10%	-0.11%

SALINAS VALLEY HEALTH MEDICAL CENTER

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>2023</u>	<u>2024</u>	<u>2022-23</u>	<u>2023-24</u>	
<u>PATIENT DAYS BY LOCATION</u>					
Level I	316	266	2,712	2,216	(496)
Heart Center	345	350	3,144	2,971	(173)
Monitored Beds	669	645	6,088	5,592	(496)
Single Room Maternity/Obstetrics	325	278	3,036	2,735	(301)
Med/Surg - Cardiovascular	877	933	8,416	7,588	(828)
Med/Surg - Oncology	290	294	2,502	2,523	21
Med/Surg - Rehab	462	426	4,723	4,100	(623)
Pediatrics	99	134	1,155	1,192	37
Nursery	207	151	1,837	1,661	(176)
Neonatal Intensive Care	114	65	1,242	987	(255)
<u>PERCENTAGE OF OCCUPANCY</u>					
Level I	78.41%	66.00%	76.14%	62.21%	
Heart Center	74.19%	75.27%	76.50%	72.29%	
Monitored Beds	79.93%	77.06%	82.29%	75.59%	
Single Room Maternity/Obstetrics	28.33%	24.24%	29.95%	26.98%	
Med/Surg - Cardiovascular	62.87%	66.88%	68.26%	61.54%	
Med/Surg - Oncology	71.96%	72.95%	70.24%	70.83%	
Med/Surg - Rehab	57.32%	52.85%	66.30%	57.55%	
Med/Surg - Observation Care Unit	0.00%	0.00%	0.00%	0.00%	
Pediatrics	17.74%	24.01%	23.42%	24.17%	
Nursery	40.47%	29.52%	20.32%	18.37%	
Neonatal Intensive Care	33.43%	19.06%	41.21%	32.75%	

SALINAS VALLEY HEALTH MEDICAL CENTER

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>2023</u>	<u>2024</u>	<u>2022-23</u>	<u>2023-24</u>	
<u>DELIVERY ROOM</u>					
Total deliveries	120	95	1,072	948	(124)
C-Section deliveries	35	26	347	299	(48)
Percent of C-section deliveries	29.17%	27.37%	32.37%	31.54%	-0.83%
<u>OPERATING ROOM</u>					
In-Patient Operating Minutes	19,715	15,899	183,147	141,597	(41,550)
Out-Patient Operating Minutes	31,128	31,837	243,228	265,728	22,500
Total	50,843	47,736	426,375	407,325	(19,050)
Open Heart Surgeries	10	13	125	99	(26)
In-Patient Cases	143	104	1,258	1,009	(249)
Out-Patient Cases	316	312	2,485	2,626	141
<u>EMERGENCY ROOM</u>					
Immediate Life Saving	47	45	293	333	40
High Risk	802	861	5,393	6,876	1,483
More Than One Resource	2,842	2,813	26,526	25,066	(1,460)
One Resource	1,774	1,837	18,792	16,995	(1,797)
No Resources	133	76	855	775	(80)
Total	<u>5,598</u>	<u>5,632</u>	<u>51,859</u>	<u>50,045</u>	<u>(1,814)</u>

SALINAS VALLEY HEALTH MEDICAL CENTER

PATIENT STATISTICAL REPORT

For the month of Mar and nine months to date

	Month of Mar		Nine months to date		Variance
	2023	2024	2022-23	2023-24	
CENTRAL SUPPLY					
In-patient requisitions	15,947	12,909	138,283	116,314	-21,969
Out-patient requisitions	10,832	11,225	85,083	93,723	8,640
Emergency room requisitions	893	643	6,652	6,423	-229
Interdepartmental requisitions	6,466	6,898	63,119	59,647	-3,472
Total requisitions	34,138	31,675	293,137	276,107	-17,030
LABORATORY					
In-patient procedures	39,006	35,978	358,838	328,649	-30,189
Out-patient procedures	11,238	41,866	93,345	249,054	155,709
Emergency room procedures	12,089	12,781	115,930	115,802	-128
Total patient procedures	62,333	90,625	568,113	693,505	125,392
BLOOD BANK					
Units processed	298	226	2,831	2,559	-272
ELECTROCARDIOLOGY					
In-patient procedures	1,163	1,090	10,133	9,878	-255
Out-patient procedures	471	365	3,208	3,507	299
Emergency room procedures	1,227	1,271	10,225	11,011	786
Total procedures	2,861	2,726	23,566	24,396	830
CATH LAB					
In-patient procedures	109	148	877	1,121	244
Out-patient procedures	88	135	728	1,081	353
Emergency room procedures	0	0	1	0	-1
Total procedures	197	283	1,606	2,202	596
ECHO-CARDIOLOGY					
In-patient studies	393	403	3,506	3,435	-71
Out-patient studies	313	271	2,162	2,513	351
Emergency room studies	0	1	11	9	-2
Total studies	706	675	5,679	5,957	278
NEURODIAGNOSTIC					
In-patient procedures	145	121	1,271	1,147	-124
Out-patient procedures	25	9	177	160	-17
Emergency room procedures	0	0	0	0	0
Total procedures	170	130	1,448	1,307	-141

SALINAS VALLEY HEALTH MEDICAL CENTER

PATIENT STATISTICAL REPORT

For the month of Mar and nine months to date

	Month of Mar		Nine months to date		Variance
	2023	2024	2022-23	2023-24	
SLEEP CENTER					
In-patient procedures	0	0	1	0	-1
Out-patient procedures	167	304	1,241	2,186	945
Emergency room procedures	0	0	1	0	-1
Total procedures	167	304	1,243	2,186	943
RADIOLOGY					
In-patient procedures	1,492	1,280	13,079	11,766	-1,313
Out-patient procedures	551	420	3,478	3,629	151
Emergency room procedures	1,449	1,560	13,662	13,379	-283
Total patient procedures	3,492	3,260	30,219	28,774	-1,445
MAGNETIC RESONANCE IMAGING					
In-patient procedures	135	175	1,328	1,296	-32
Out-patient procedures	112	108	904	1,003	99
Emergency room procedures	10	5	57	55	-2
Total procedures	257	288	2,289	2,354	65
MAMMOGRAPHY CENTER					
In-patient procedures	4,263	4,458	35,827	37,119	1,292
Out-patient procedures	4,223	4,447	35,499	36,715	1,216
Emergency room procedures	2	0	9	9	0
Total procedures	8,488	8,905	71,335	73,843	2,508
NUCLEAR MEDICINE					
In-patient procedures	21	14	174	177	3
Out-patient procedures	113	126	826	1,017	191
Emergency room procedures	0	0	2	2	0
Total procedures	134	140	1,002	1,196	194
PHARMACY					
In-patient prescriptions	92,243	85,667	868,734	760,540	-108,194
Out-patient prescriptions	17,689	16,232	134,435	141,966	7,531
Emergency room prescriptions	8,521	9,847	78,315	83,758	5,443
Total prescriptions	118,453	111,746	1,081,484	986,264	-95,220
RESPIRATORY THERAPY					
In-patient treatments	18,646	16,356	162,176	146,158	-16,018
Out-patient treatments	1,038	1,314	9,851	10,065	214
Emergency room treatments	354	441	3,643	4,521	878
Total patient treatments	20,038	18,111	175,670	160,744	-14,926
PHYSICAL THERAPY					
In-patient treatments	2,652	2,604	23,394	22,472	-922
Out-patient treatments	332	230	1,709	2,369	660
Emergency room treatments	0	0	2	0	-2
Total treatments	2,984	2,834	25,105	24,841	-264

SALINAS VALLEY HEALTH MEDICAL CENTER

PATIENT STATISTICAL REPORT

For the month of Mar and nine months to date

	Month of Mar		Nine months to date		Variance
	2023	2024	2022-23	2023-24	
OCCUPATIONAL THERAPY					
In-patient procedures	1,715	1,378	14,615	12,781	-1,834
Out-patient procedures	267	223	1,488	2,172	684
Emergency room procedures	0	0	0	0	0
Total procedures	<u>1,982</u>	<u>1,601</u>	<u>16,103</u>	<u>14,953</u>	<u>-1,150</u>
SPEECH THERAPY					
In-patient treatments	524	461	4,114	4,551	437
Out-patient treatments	32	31	234	349	115
Emergency room treatments	0	0	0	0	0
Total treatments	<u>556</u>	<u>492</u>	<u>4,348</u>	<u>4,900</u>	<u>552</u>
CARDIAC REHABILITATION					
In-patient treatments	0	0	1	11	10
Out-patient treatments	632	636	4,566	4,754	188
Emergency room treatments	0	0	0	0	0
Total treatments	<u>632</u>	<u>636</u>	<u>4,567</u>	<u>4,765</u>	<u>198</u>
CRITICAL DECISION UNIT					
Observation hours	<u>398</u>	<u>337</u>	<u>3,822</u>	<u>2,877</u>	<u>-945</u>
ENDOSCOPY					
In-patient procedures	75	87	764	692	-72
Out-patient procedures	57	58	545	502	-43
Emergency room procedures	0	0	0	0	0
Total procedures	<u>132</u>	<u>145</u>	<u>1,309</u>	<u>1,194</u>	<u>-115</u>
C.T. SCAN					
In-patient procedures	785	744	6,641	6,483	-158
Out-patient procedures	438	349	3,567	3,160	-407
Emergency room procedures	697	758	6,075	6,555	480
Total procedures	<u>1,920</u>	<u>1,851</u>	<u>16,283</u>	<u>16,198</u>	<u>-85</u>
DIETARY					
Routine patient diets	20,660	11,561	215,009	150,306	-64,703
Meals to personnel	23,295	28,908	222,962	254,810	31,848
Total diets and meals	<u>43,955</u>	<u>40,469</u>	<u>437,971</u>	<u>405,116</u>	<u>-32,855</u>
LAUNDRY AND LINEN					
Total pounds laundered	<u>108,367</u>	<u>98,908</u>	<u>920,482</u>	<u>873,505</u>	<u>-46,977</u>

Memorandum

To: Board of Directors
 From: Clement Miller, COO
 Date: April 16, 2024
 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.	Continuing Education and Hospital Travel	Updated to match current practice. Cleaned up language and changed per diem rate.	Clement Miller, COO
2.	Employee Substance Abuse	Responsible Executive changed from COO to CHRO. Blood testing added. Search criteria edited.	Michelle Barnhart Childs, CHRO
3.	False Claim Act Provisions	Rebrand corrections.	Gary Ray, CLO
4.	Fecal Management System	New procedure	Lisa Paulo, CNO
5.	Public Records Requests	Policy revised to be applicable to the District (SVH) not just the hospital (SVHMC). The Chief Legal Officer rather than the Chief HR Officer is responsible to respond. The CPRA is referenced in the Policy.	Gary Ray, CLO
6.	Scope of Service: Cardiovascular Diagnostic and Treatment Units	Added EKG and sleep medicine. Typos corrected. Update this with titles, reporting structures and added a statement that adult outpatient EKGs may be performed in the Sleep Center.	Clement Miller, COO
7.	Shoulder Dystocia	Updated verbiage in risk factors and references.	Lisa Paulo, CNO



Last Approved N/A
Next Review 3 years after approval

Owner Michelle Barnhart
Childs: Chief Human Resources Officer
Area Administration

Continuing Education and Hospital Travel

I. POLICY STATEMENT

- A. All compensated education time and related costs must be pre-authorized prior to attending inservices/workshops.

II. PURPOSE

- A. To define a hospital-wide standard for authorization of continuing education requests and hospital travel.

III. DEFINITIONS

- A. N/A

IV. GENERAL INFORMATION

- A. N/A

V. PROCEDURE

- A. In-House Education (~~Reference Flow Chart on page 5~~)
 1. The ~~Request to Attend Hospital Inservice~~ (form 8720-9024, Reference Page 7) **Request to Attend Professional Institute or Workshop** is to be used for in-house education ~~only~~. The employee completes the form and submits it to the Director/ Designee not less than 30 days prior to the inservice/workshop, but Director may approve in less time if staff coverage allows.
 2. Director/Designee will make certain requested educational hours are available.
 3. The appropriate Administrator ~~gives will review for~~ approval/~~disapproval within three (3) working days~~. All workshops/inserives must be preauthorized by Administration

prior to attendance.

4. ~~If approved, the Administrative Assistant to the Administrator will separate the copies of the **Request to Attend Hospital Inservice** form and forward as follows:~~
 - a. ~~White copy – Director's copy.~~
 - b. ~~Yellow – routed to Director for distribution.~~
 - c. ~~Pink copy – for Nursing. This copy is filed in the Staffing Office after schedule is revised.~~
 - d. ~~Director routes yellow copy to employee.~~

B. Outside Workshop: ~~(Reference Flow Chart on page 6)~~

1. The **Request to Attend Professional Institute or Workshop** (~~form 8740-6462 – Reference page 8~~) is to be used for the purpose of Hospital travel, continuing education or outside seminars. Estimates of the requested expenses should be filled in where appropriate. The form must be forwarded to the appropriate Administrator no less than forty ~~five (4045)~~ days prior to scheduled program for approval.
2. All expenses in conjunction with airfare, lodging, ~~rental car transportation~~, etc. are to be filled out in their entirety and approved prior to submission of this form to the Accounting Department **no less than thirty (30) days prior to the date of scheduled program**. If Accounting is given less than thirty (30) days prior to date of scheduled program, employee is responsible for paying registration fees, which can be submitted for reimbursement with proper receipt or copy of ~~cancelled~~~~canceled~~ check after institute or workshop is completed. Any blanks left empty on the **Request to Attend Professional Institute or Workshop** will result in no action or reimbursement for any expenses incurred. The form should be routed for approval as follows:
 - a. Department Director
 - b. Administrator/Designee
 - c. President/Chief Executive Officer (~~When appropriate~~)
3. Approval of such requests will include decisions regarding:
 - a. The ability of the employer to release the employee, i.e., staffing availability will be considered prior to approval.
 - b. If time off is required, and whether it will be paid or unpaid (code appropriately); PTO hours must be available if it is being requested.
 - c. The proportion the employee is requesting the Hospital to reimburse the employee for expenses.
4. All compensated education time and related costs must be pre-authorized prior to attending inservice/workshop.
 - a. Time off to attend continuing education programs, seminars or conferences will be granted if:
 - i. The program is required by the Hospital to maintain a professional level of expertise in each person's area of

specialization, i.e., American Hospital Association (AHA), American College of Healthcare Executives (ACHE), and local associations and annual meetings.

- ii. The program is required by the profession, (i.e., a specific program, not one of the group of alternative programs), not offered in-house by the Hospital's Education Department or Information Technology Department and is only available during work hours or would result in attendance at a seminar/program and working a full-time evening or night shift.
- iii. If the employee requests travel and travel occurs on the employee's day off where no program is scheduled, the Hospital will pay for the travel time that overlaps an employee's regular scheduled work hours for hourly/non-exempt staff only.

C. TRAVEL ARRANGEMENTS

1. After approval by the President/CEO/Designee, the ~~Administrative Assistant to the Administrator~~individual will may make bookings and reservations for the following categories:
 - a. **Air Travel Departure Location.** Due to the significant savings realized by departure from San Jose International Airport rather than Monterey Airport, the following rule shall apply in the arrangement of airplane trips and the reimbursement of trips:
 - i. As part of the total airfare, if the difference of the cost of the airfare is \$125.00 or less to depart from Monterey Airport versus San Jose, travel from Monterey will be allowed. If the difference is more than \$125.00, the employee must depart from San Jose Airport or pay the difference in round trip airfare.
 - b. **Bus, Train, Taxi or Vehicle.** If travel by ~~bus, train, or~~ vehicle is preferred or required in deference to airline reservations, the Department Director/ Designee will obtain figure for lowest applicable airfare that will be used as a basis for expense. If expense for travel ~~by bus or train~~vehicle exceeds allowed expense, employee shall pay the difference. Travel by ~~train and/or bus~~vehicle will not result in any additional days being paid for the employee's salary or hourly rate than would otherwise be paid for airline travel.
 - c. **Hotel.** Hotel reservations will be made utilizing comparable rates within the area. The ~~Hospital will guarantee~~employee is responsible to pay for hotel ~~room expenses~~ (room and applicable taxes) ~~for late arrival. The employee is responsible to pay for hotel expenses (room and applicable taxes only)~~ and any applicable charges and submit appropriate receipts for reimbursement. ~~Transportation. Shuttle services to and from hotel will be utilized.~~
 - d. **Travel Agency.** ~~The Administrative Assistants to the Administrators will utilize the Hospital's travel agency to book reservations for air travel in~~

~~conjunction with approved Hospital travel or educational programs. The Administrative Assistants to the Administrators will arrange for delivery of airline tickets and hotel, if applicable.~~ **Transportation.** Shuttle services to and from hotel will be utilized whenever possible. Employees will choose between rental vehicles and ridesharing, whichever offers the lowest applicable rate. Ridesharing expenses will only be reimbursed for travel in line with the approved conference/workshop.

- e. **INDIVIDUALS BOOKING THEIR OWN RESERVATIONS OR CANCELLING NON-REIMBURSEABLE RESERVATIONS WILL DO SO AT THEIR OWN NON-REFUNDABLE EXPENSE.**

- 2. **Mileage Reimbursement.** The employee will be reimbursed for mileage expenses at the Hospital-approved rate, ~~other than as described in Section IV.C.3 above.~~

D. Travel Expenses/Reimbursement

- 1. All reimbursement requests must be itemized on Salinas Valley Health Medical Center (SVHMC) Expense Report except for meals which are paid under meal per diem. The Expense Report is available on the hospital's intranet. Original receipts must be attached to the EXPENSE REPORT in order for item to be reimbursed. The hospital may reimburse more with detailed receipts and director/administration approval.
- 2. **Meal Per Diem (\$6574 per day).**

Hospital employees traveling on approved Hospital business and/or programs will use their own personal credit card for all travel expenses.
- 3. Registration expenses will be paid in advance by the Hospital if the registration form is submitted with the approved **Request to Attend Professional Institute or Workshop** (~~Reference form on page 8~~) to the Accounting Department thirty (30) days prior to the scheduled program.
- 4. **Tips:** Tips for meals and transportation will be reimbursed in an amount not to exceed 20%. Baggage tips will be reimbursed at the rate of \$2.00 per bag.
- 5. **Alcohol and Movies:** Alcohol, movies and all other forms of personal entertainment expenses may **not** be reimbursed.

E. Documentation:

- 1. ~~Request to Attend Hospital Inservice~~
- 2. ~~Request to Attend Professional Institute or Workshop~~ Request to Attend Professional Institute or Workshop
- 3. Expense Report

VI. EDUCATION/TRAINING

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

VII. REFERENCES

A. N/A

Attachments

[A: Flow Chart for In-House Education](#)

[B: Flow Chart Request to Attend Workshop Outside of SVMH](#)

Approval Signatures

Step Description	Approver	Date
ELG	Rebecca Alaga: Regulatory/ Accreditation Coordinator	Pending
Policy Committee	Rebecca Alaga: Regulatory/ Accreditation Coordinator	03/2024
Policy Owner	Michelle Barnhart Childs: Chief Human Resources Officer	03/2024

Standards

No standards are associated with this document



Last Approved N/A
Next Review 3 years after approval

Owner Michelle Barnhart
Childs: Chief Human Resources Officer
Area Administration

Employee Substance Abuse

I. POLICY STATEMENT

- A. It is the intent of Salinas Valley Health Medical Center (SVHMC) to ensure its employees a safe working environment, free from the effects of alcohol and the abuse of illegal drugs and other substances.
- B. It is the intent of SVHMC to ensure the best patient care which includes ensuring that Hospital employees are free from the effects of alcohol and the abuse of illegal drugs and other substances.

II. PURPOSE

- A. This Policy describes SVHMC's expectations regarding the use and misuse of drugs and alcohol and outlines the options available to employees of SVHMC seeking assistance with drug and alcohol problems. As a condition of continued employment with SVHMC, each employee must abide by this Policy.

III. DEFINITIONS

- A. "Illegal drugs or other controlled substances" means *any* drug or substance for which the possession or use of is illegal as a matter of federal, state, or local law. "Medical marijuana" ~~Marijuana~~ remains unlawful to use or possess as a matter of federal law, and therefore, its use violates this policy.
- B. "Legal Drug" means any drug, including any prescription drug or over-the-counter drug that has been legally obtained and is not unlawfully sold or distributed.
- C. "Abuse of any legal drug" means the use of any legal drug (a) for any purpose other than the purpose for which it was prescribed or manufactured; or (b) in a quantity, frequency, or manner that is contrary to the instructions or recommendations of the prescribing physician or manufacturer; or (c) if a prescription medication, is used by an individual other than for whom

prescribed.

- D. "Possession" means that an employee has the substance on his or her person or in his system, or otherwise under his or her control.

IV. GENERAL INFORMATION

A. Prohibitions with Regard to Illegal Drugs

The following acts are prohibited and subject an employee to discharge:

1. The use, possession, purchase, sale, manufacture, distribution, transportation, or dispensation, or possession of any illegal drug or other non-prescribed controlled substance at any time, in any amount, or in any manner; and
2. Being under the influence of any illegal drug or other non-prescribed controlled substance in the workplace or in any other location while on duty. A positive drug and/or alcohol test is sufficient, but not necessary, to demonstrate that the employee was "under the influence" at the time of the test.

B. Prohibitions with Regard to Legal Drugs or Alcohol

The following acts are also prohibited and subject an employee to discharge:

1. The abuse of any legal drug or use of alcohol in the workplace or during working hours;
2. The purchase, sale, manufacture, distribution, transportation, dispensation, or possession of alcohol or any prescription drug in a manner inconsistent with law
3. Working while *impaired* by the use of a legal drug or alcohol whenever such impairment might:
 - a. Endanger the safety of the employee, patient, co-worker or some other person;
 - b. Pose a risk of significant damage to patient, vendor or Hospital property; or
 - c. Substantially interfere with the employee's safe job performance.
4. Failure to report to his or her Department Director/Designee use of a medically prescribed medication which could negatively impact work performance.

V. PROCEDURE

- A. **Management Referral Program.** SVHMC has a commitment to provide assistance to its employees who may be experiencing alcohol and/or drug problems through SVHMC's health insurance program. Employees who suspect they may have alcohol or drug problems, even in the early stages, are encouraged to seek assistance under this program by contacting either the Manager of Employee Health Services (EHS) and/or the Senior Administrative Director of Human Resources (HR). The EH Manager and the Chief Human Resources Officer have the authority to recommend counseling to assist the employee. SVHMC may approve up to three (3) counseling sessions at its expense with a therapist who is on the Hospital's approved list to assure the employee receives immediate treatment. In addition, the EH Manager and the Chief

Human Resources Officer can provide information to the employee about alcohol and drug treatment programs in the area. The employee would be required to use his/her health insurance benefits for the payment of a rehabilitation program. Employees should be aware that a decision to seek assistance will not result in discipline, but neither will it shield them from disciplinary action for a violation of this Policy or failure to meet performance expectations. The Hospital will reasonably accommodate qualified disabled employees.

B. Managers suspecting an employee of drug and alcohol abuse should contact the Chief Human Resources Officer/Designee immediately to report their concern.

C. Any employee suspecting a co-worker of alcohol and/or drug abuse should notify their Department Director/Designee immediately.

D. Job Applicant Testing

Job offers (including offers of temporary employment) may be contingent upon taking and passing a drug test before commencing work. If an applicant refuses a test, the refusal will be treated as a decision to decline the offer of employment. Behavior designed to frustrate the testing process, such as attempting to adulterate, dilute, substitute or damage a test sample also is considered a refusal to test.

E. Employee Drug and Alcohol Testing

1. Reasonable Suspicion Testing

In cases when an employee's Department Director/Designee or other Hospital ~~superior~~leader has reasonable suspicion that the employee possesses or is under the influence of drugs and/or alcohol, an alcohol and/or drug test may be ordered.

Requests for tests based upon reasonable suspicion will be based upon reasonably contemporaneous observations of the individual's behavior or performance.

Examples of what may trigger a request to submit to a reasonable suspicion test include, but are not limited to, one or more of the following:

- a. observed suspected drug or alcohol abuse;
 - b. bizarre or erratic behavior (endangerment to self, fellow employees, SVHMC property, equipment or services provided), or a pattern of conduct that indicates substance abuse may be a problem;
 - c. observed suspected possession of alcohol, drugs or drug paraphernalia While working or on SVHMC premises (although it should be emphasized that possession of these substances is prohibited and may lead to discipline even absent a test);
 - d. a report of substance abuse in violation of this policy from a credible source and/or
 - e. a physical appearance, odor, or symptoms that may indicate drug or alcohol abuse.
2. ~~observed suspected drug or alcohol abuse;~~
 3. ~~bizarre or erratic behavior (endangerment to self, fellow employees, SVHMC property, equipment or services provided), or a pattern of conduct that indicates substance abuse may be a problem;~~

4. ~~observed suspected possession of alcohol, drugs or drug paraphernalia While working or on SVHMC premises (although it should be emphasized that possession of these substances is prohibited and may lead to discipline even absent a test);~~
5. ~~a report of substance abuse in violation of this policy from a credible source and/or~~
6. ~~a physical appearance, odor, or~~ Supervisors will be provided with information to assist them on recognizing the signs and symptoms ~~that may indicate drug or alcohol~~ of substance abuse.

~~Supervisors will be provided with information to assist them on recognizing the signs and symptoms of substance abuse~~ and the Department Director/Designee will document in writing the observations that formed the basis for any reasonable suspicion determination.

7. ~~The Chief~~ Human Resources ~~Officer/Designee or the~~, Department Director/~~Designee, if HR is unavailable~~ House Supervisor or designee, shall (1) inform the employee of the Hospital's Employee Substance Abuse Prevention Policy and (2) advise the employee of the reason(s) for the concern that the policy has been violated.
8. If the employee admits to having a drug and/or alcohol dependency problem, the employee shall be referred to HR and/or Employee Health Services for possible participation in the Management Referral Program. Such referral does not necessarily shield the employee from disciplinary action.
9. If the employee denies being under the influence of drugs/alcohol, or otherwise violating this Policy, the following steps may be taken:
 - a. The employee will be asked immediately to voluntarily agree to a blood alcohol test or a drug screen. Any employee who agrees to take a drug/ alcohol blood or urine test must sign an Employee Voluntary Consent and/ or Authorization for Release of Test Results. A copy of the Employee Voluntary Consent and of the Authorization for Release of Test Results shall be given to the employee. (**Employee Voluntary Consent and Authorization For Release of Test Results** forms, pages 11 - 15). These forms are located on the STARnet under Forms.
 - b. Any employee who does not consent to and cooperate fully with the drug and/or alcohol testing request is subject to discipline, up to and including termination. The Department Director/Designee or Chief Human Resources Officer/Designee shall relieve the employee of his/her duties by placing him/her on Administrative Leave pending further investigation.
 - c. The Department Director/Designee or Chief Human Resources Officer/ Designee shall notify the SVHMC laboratory that an employee will be in for testing and then escort the employee to the SVHMC Laboratory and wait for the results with the employee.
 - d. The SVHMC Laboratory will perform the required test(s) if the employee consents.
 - e. If the test is positive, SVHMC will send the sample(s) to a SAMSHA approved laboratory for confirmation testing. Sample testing positive for only alcohol will not be sent for confirmation testing.

- f. The employee will be placed on a Administrative Leave pending investigation. All items belonging to SVHMC should be retrieved from the employee before the employee is sent home, i.e. ~~paggers~~phones, badges, etc. The Human Resources representative will arrange for transportation for the employee. The Department Director/Designee and the Human Resources representative will determine disciplinary action pending results of an investigation, if applicable.
- g. If the test results are ultimately reported as negative, the employee shall be paid for all lost time, if applicable, including any missed overtime and other benefits.

10. Searches

- a. It is the purpose of SVHMC, when deemed necessary by management, for authorized persons to search and inspect both company property and personal items, including vehicles, brought onto Hospital property. An employee's refusal to cooperate in a search, inspection or investigation ~~will~~may result in disciplinary action up to and including termination of employment.

The following may be searched:

- i. Any property of SVHMC including lockers, desks, and other individually assigned spaces.
- ii. Any personal property brought onto SVHMC premises by employees, including:
 - a. Pockets
 - b. Purses/wallets
 - c. ~~Briefcases~~
 - d. ~~Cars/trucks~~
 - e. ~~Shopping bags/boxes~~
 - f. Backpacks
 - g. Vehicles
 - h. Removable clothing (e.g. lab coats)
- iii. The employee may be asked to remove a coat, sweater, lab coat or similar type of clothing so that it can be inspected. The employee may be asked to turn his or her pockets inside out. The search should not include any form of body searching.

11. Determinations

- a. All suspected violations of this policy will be reviewed individually. Administration will make the final decision pending input from the Department Director/Designee and the Chief Human Resources Officer, if deemed necessary.

- b. The employee and/or the Hospital will make notification to the appropriate Department of Health Services and state board of licensing and diversion board for any licensed medical professional if diversion or a drug/alcohol dependency problem has been identified.

12. Rehabilitation

- a. Rehabilitation may be offered to an employee on a one-time basis only, ~~provided that the An employee agrees to execute the **Agreement of Resumption of Work Expectations**. An employee~~ who enters rehabilitation may be granted a leave of absence. Sick time will be integrated with State Disability Insurance, if available.
- b. When released to return to work, the employee must take and pass a return to work drug and/or alcohol test. Following the return to work, an employee shall be subject to unannounced follow-up drug and/or alcohol testing on a frequent basis to support the employee through treatment. If the employee tests positive, the employee will be terminated.
- c. The Chief ~~Operations~~Human Resources Officer/Designee will oversee this testing program and make the final determination when drug testing should occur.

13. Procedural Safeguards for Testing

SVHMC may test for the presence of the following substances, ~~or their metabolites:~~ marijuana (THC, ~~hemp~~), cocaine (coca tea, benzoylecgonine), opiates (including heroin, morphine, and codeine), amphetamines (including methamphetamine and non-prescribed unlawful stimulants), barbiturates, benzodiazepines (Valium, Xanax), methadone, methaqualone (Quaaludes), phencyclidine (PCP or "angel dust"), fentanyl, mepiradine (Demerol), tramadol, and alcohol.

14. Drug Tests

Drug tests may be conducted using urine, hair, blood, or oral fluids (saliva) samples. If there is a positive finding for the presence of drugs, the SVHMC laboratory shall send the sample(s) to a SAMSHA approved laboratory for confirmation. The SAMSHA approved laboratory shall test the sample by using the gas chromatography/mass spectrometry method.

- a. Initial testing shall be done by the SVHMC laboratory, which is qualified to perform such tests.
- b. The SVHMC laboratory shall at all times maintain an adequate chain of possession of the blood or urine sample.
- c. A portion of the blood or urine sample used by the SVHMC laboratory shall be maintained by the SVHMC laboratory in the event further testing is requested.
- d. In the event of a positive finding from both labs, the individual shall be permitted to have a portion of the blood or urine sample tested by another laboratory of their own choosing at the employee's expense. SVHMC will

review the employee-requested-laboratory's report.

15. Alcohol Tests

The Company may require alcohol tests on a reasonable suspicion basis. Breath, blood and/or saliva tests will be used to detect the presence of alcohol. An alcohol test will be considered positive if it shows the presence of .02 percent or more alcohol in a person's system. All initial tests will be confirmed by a second test that is typically performed and confirmed on the spot.

16. Notification and Medical Review

Any individual who tests positive for drugs will be so notified by a Medical Review Officer (MRO) (a medical professional with an expertise in toxicology) and given an opportunity to explain in confidence any legitimate reasons he or she may have that would explain the positive drug test (such as, information showing that the individual holds a prescription for the substance detected). If the individual provides an explanation acceptable to the MRO that the positive drug test result is due to factors other than the consumption of illegal drugs, the MRO will order the positive test result to be disregarded and will report the test as negative.

Individuals may request or will be provided with a copy of their own non-negative test results. An individual who tests positive for drugs may ask the MRO to have his or her sample sent to an independent certified laboratory for a second confirmatory test, at the individual's expense, and provided that the request is made within three business days of the date the MRO informed the individual of the positive test result. However, the Hospital may suspend, transfer, or take other appropriate employment action against the employee pending the results of any such re-test.

17. Confidentiality

All records relating to positive test results, drug and alcohol dependencies, and medical information revealed to the Company and/or its MRO shall be kept confidential, and disseminated within the Hospital only on a need-to-know basis. Medical records will be kept in secure files separate from personnel files. Test results will not be released outside SVHMC without the written consent of the tested individual, except when necessary to defend an administrative proceeding or court claim brought by or on the individual's behalf, or as otherwise may be required by law or legal process, including by relevant health licensing entities.

F. Documentation:

1. Acknowledgment of Acceptance and Receipt of Employee Substance Abuse Prevention Policy form
2. Employee Voluntary Consent form
3. Authorization for Release of Tests Results Concerning Alcohol, Legal and Illegal Drugs form
4. Agreement of Resumption of Work Expectations form

5. Drug & Alcohol Substance Abuse Intervention Guidelines

VI. EDUCATION/TRAINING

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

VII. REFERENCES

- A. The California Confidentiality of Medical Information Act
- B. The Drug Free Workplace Act
- C. HIPAA Privacy Rule

Attachments

[E: Intervention Guidelines](#)

Approval Signatures

Step Description	Approver	Date
ELG	Rebecca Alaga: Regulatory/ Accreditation Coordinator	Pending
Policy Committee	Rebecca Alaga: Regulatory/ Accreditation Coordinator	03/2024
Policy Owner	Michelle Barnhart Childs: Chief Human Resources Officer	03/2024

Standards

No standards are associated with this document



Last Approved N/A
Next Review 3 years after approval

Owner Lorrie Oelkers:
Director Internal Audit & Compliance
Area Administration

False Claim Act Provisions

I. POLICY STATEMENT

- A. All Workforce Members, contractors and agents of Salinas Valley Health **Medical Center (SVHMC)** will receive education about provisions of the FCA no less than once during any period of employment, other work force related activity, or life of a contract. All new Workforce Members will receive FCA education during the orientation period.
- B. All Workforce Members, contractors and agents of **SVHMC Salinas Valley Health** are required to follow the **SVHMC Salinas Valley Health** Non-Compliance Reporting and Response and Non-Retaliation Policy and the **STANDARDS OF ETHICAL BUSINESS PRACTICES** policy, which require reporting of actual or suspected non-compliance and false claims activities. In addition, reports of actual or suspected false claims activities will be investigated as set forth in the **SVHMC Salinas Valley Health's NON-COMPLIANCE REPORTING AND RESPONSE** policy and **NON-RETALIATION** policy.

II. PURPOSE

- A. The purpose of this policy is to inform Salinas Valley Health **Medical Center (SVHMC)** Workforce Members, applicable contractor(s) and agent(s) about provisions in the federal False Claims Act and the State of California False Claim Act as required by the Deficit Reduction Act (DRA) of 2005.

III. DEFINITIONS

- A. "Workforce Members" means all **SVHMC Salinas Valley Health** directors, employees, (including management), medical staff members, and volunteers.
- B. "Contractor" or "agent" includes any contractor, subcontractor, agent or other person which or who, on behalf of **SVHMC Salinas Valley Health**, furnishes or otherwise authorizes the furnishing of Medicaid health care items or services, performs billing or coding or is involved in the monitoring of health care provided by **SVHMC Salinas Valley Health**.

- C. Unless otherwise stated, the term "FCA" used in this policy means the California and Federal False Claims Acts.

IV. GENERAL INFORMATION

- A. Any Workforce Member, contractor or agent may act within the framework for the FCA to file a whistleblower suit.
- B. Retaliation, retribution and/or harassment for lawful reports related to false claims activities or other regulatory compliance issues is not allowed.
- C. As required by the [SVHMC CORPORATE COMPLIANCE PROGRAM](#), [Salinas Valley Health Corporate Compliance Program](#) and [STANDARDS OF ETHICAL BUSINESS PRACTICES](#), [SVHMC](#) [Salinas Valley Health](#) departments and staff working in areas of billing and coding shall develop and implement related policies and procedures requiring monitors for compliance with accuracy of claims.
- D. The federal and California False Claims Acts set liability for false or fraudulent claims involving any federally or state funded contract or program. It has multiple components some of which are defined below.
- Under the Federal False Claims Act, any person who knowingly submits or causes to be submitted a false or fraudulent claim to a federally funded program is liable to the Federal Government for three times the amount of the Government's damages plus civil penalties up to \$23,331 as of 2020 and adjusted periodically for inflation for each false or fraudulent claim as well as payment to the government of costs of bringing the FCA action. Under the California FCA liability is three times the damages to the State and a civil penalty up to \$11,000 per claim.
 - Elements for consideration of a false claim may include, but not be limited to the below.
 1. Knowingly presenting, or causing to be presented, a false or fraudulent claim for payment or approval to a federally funded program such as Medicare or Medi-Cal.
 2. Knowingly making, using, or causing to be used, a false record or statement to get a false or fraudulent claim approved by a federally funded program.
 3. Conspiring to defraud federally funded programs to obtain payment.
 4. Knowingly making, using or causing to be made or used, a false record or statement to conceal, avoid or decrease an obligation to pay or transmit money or property to a federally funded program.
 5. Knowing or knowingly means that a person
 - a. Has actual knowledge of the information (or)
 - b. Acts in deliberate ignorance of the truth or falsity of the information (or)
 - c. Acts in reckless disregard of the truth or falsity of information.
 - d. No proof of specific intent to defraud the payer is required.

- The FCA allows any individual who has knowledge that fraud has been committed against the United States Government (US) or the State of California Government (State) to file a "qui tam" or whistleblower lawsuit on behalf of the US or State against the individual or business that committed the fraud. If such action is successful, the individual filing the suit may be awarded a percentage of the dollars recovered.
- For purposes of FCA, a claim is any request or demand for money that is submitted to the U. S. or State Government or any of its contractors.
- The FCA prohibits retaliation against any individual in response to the lawful reporting or filing of false claims actions.

V. PROCEDURE

A. Education

- Orientation materials
- Complete e-learning False Claims Act course in Rapid Regs.
- Initial Ethics & Compliance Overview
- As needed re-education.

B. Report actual or suspected false claims act activities in any or all of the below methods. All actual or suspected concerns and issues must be reported. Reports may be anonymous.

- Following the chain of command, report concerns and issues about claims management to the department supervisor, director, and Vice President.
- Contact the Corporate Compliance Officer (831-759-1958) or report in Ethics Point (Compliance Hotline) at <https://www.ethicspoint.com>. Reports in Ethics Point may be made anonymously.
- Report to Human Resources or the Corporate Compliance Officer concerns about retaliation or harassment related to filing a lawful FCA or compliance report.

C. Documentation

- Documentation of work force education is provided by the e-learning system. Contractor education is documented using Vendormate. A Completed document is maintained by the individual providing the education and available to the Director of Internal Audit and Compliance (Compliance Officer) upon request.
- Records of all compliance reports regarding actual or suspected false claims will be maintained by the Director of Internal Audit and Compliance (Compliance Officer) } in accordance with [SVHMC Salinas Valley Health's](#) and

VI. EDUCATION/TRAINING

A. Education and/or training is provided as needed

VII. REFERENCES

- A. Federal False Claims Act (FCA), 31 U.S.C. 3729 – 3733
- B. The California False Claims Act, California Government Code § 12650 – 12655 (1992)
- C. California Welfare and Institutions Code 14115.75 Title 42, Section 1396.a.(68)
- D. California Hospital Association, **2017 Compliance Manual**, Chapter 3
- E. NON-COMPLIANCE REPORTING AND RESPONSE AND NON-RETALIATION
- F. STANDARDS OF ETHICAL BUSINESS PRACTICES
- G. ~~Salinas Valley Health Medical Center~~ Corporate Compliance Program

Approval Signatures

Step Description	Approver	Date
ELG	Rebecca Alaga: Regulatory/ Accreditation Coordinator	Pending
Policy Committee	Rebecca Alaga: Regulatory/ Accreditation Coordinator	04/2024
Policy Owner	Lorrie Oelkers: Director Internal Audit & Compliance	03/2024

Standards

No standards are associated with this document



Last Approved N/A
Next Review 3 years after approval

Owner Kelly Flower:
Clinical Manager
Area Patient Care

Fecal Management System

I. POLICY STATEMENT

A.

II. PURPOSE

- A. The Flexi-Seal™ PROTECT PLUS Fecal Management System is an indwelling fecal management catheter intended for use to manage fecal incontinence through the collection of liquid to semi-liquid stool and to provide access to administer medications.
- B. The device is intended for use in adult, bedridden patients.

III. DEFINITIONS

A.

IV. GENERAL INFORMATION

- A. A physicians order must be obtained prior to inserting a fecal management system.
- B. Remove any indwelling or anal device prior to insertion of a fecal management device.
- C. Review contraindications to ensure fecal management system is appropriate.
- D. Perform a digital rectal exam to evaluate suitability for insertion of device.

V. PROCEDURE

- A. Set-up
 - 1. Obtain physicians order for Fecal Management system
 - 2. Perform digital rectal exam to evaluate suitability for insertion of device.
 - a. Rule out the possibility of a fecal impaction. If a fecal impaction is present,

consult with patient's physician to determine if impaction removal is appropriate. The device can be inserted once the fecal impaction is removed.

- b. Confirm presence or absence of rectal tone, as poor or absent tone may increase leakage around the device or may contribute to the inability to retain the device.
 - c. Review the patients medical record to ensure there are no contraindications to use.
 - d. Position patient on left side and flex hips, if tolerated.
 - e. Separate buttocks and examine external area for fissures, skin tags, rectal prolapse, hemorrhoids or other abnormalities.
 - f. Lubricate index finger of gloved hand.
 - g. If patient is alert, ask patient to bear down for a moment or two to ease passage of index finger.
 - h. Gently insert finger 3 centimeters and pause. 3cm equates to about halfway between most distal "crease lines" on index finger.
 - i. At this point, rectal sphincter tone is determined:
 - i. Good tone feels like a snug ring around the finger.
 - ii. Fair tone feels like a snug ring around the finger but quickly loses its "grip" on the finger.
 - iii. There is little or no resistance with poor or absent tone.
 - j. Pause for a second or two, you should feel the sphincter relax somewhat.
 - k. Continue insertion of index finger until well into the rectal vault. .
 - l. Gently sweep the rectal vault to check for impacted stool.
 - m. Remove finger and wipe anus and buttocks of excess lubricant.
3. Insert the ConvaTec Diamonds™ sachets, one at a time, into the bag opening. Attach the collection bag to the catheter connector with arrows pointing upwards.
 4. Connect a syringe to the white inflation port and remove all air.

B. Insertion

1. Lubricate a gloved finger and insert the gloved finger into the blue finger pocket on the balloon and lubricate the balloon. Gently insert the balloon into the rectal vault.
2. Connect the syringe to the white inflation port and start inflating approx. with 10 ml water or saline into the balloon before removing your finger. Inflate the balloon until the green indicator pops. Do not fill with more than 45ml of fluid.
3. The red dome will indicate if the balloon is overfilled. If the red dome is triggered, fully deflate the balloon. Repeat the balloon inflation process and stop inflation once the green dome has signaled optimal fill.
4. Gently pull on the soft catheter to check that the balloon is securely in the rectum

and that it is positioned against the rectal floor.

C. ~~Maintanence~~Maintenance

1. Observe the device frequently for obstructions from kinks, solid fecal particles or external pressure.
2. Ensure that the patient does not lie or sit on the catheter as this could lead to localized pressure damage and contribute to the development of anal skin breakdown and/or restrict fecal flow.
3. The skin should be kept clean, dry and protected with a moisture barrier product
4. Observe changes in the location of the position indicator line to determine movement of the retention balloon in the patient's rectum.
5. Change the collection bag as needed or when bag has 800ml of liqued stool.
6. If stool samples are required, utilize the dark blue sampling port.
 - a. Press the tip of a Luer-slip syringe or catheter syringe through the slit inside of the sampling port to access the interior of the catheter. Withdraw the syringe plunger to collect the sample. Withdraw the syringe and close the dark blue sampling port cap.
7. Irrigation/RX medication Port
 - a. The purple ENFit™ connector in the blue housing, marked "IRRIG. /Rx" is used to flush the device if needed and administer medication, if prescribed. ENFit™ helps to further reduce the risk of balloon over inflation by avoiding misconnection of medication to the inflation port
 - b. Irrigate the device ~~upon the first patient assessment~~, once per shift, and as needed. To irrigate the device, fill a syringe with water at room temperature, attach the syringe to the connector in the blue irrigation/ medication housing (marked "IRRIG./Rx") and slowly depress the plunger. Do not irrigate through the white inflation port (marked "≤45ml").
 - c. If repeated flushing with water does not return the flow of stool through the catheter, the device should be inspected to ascertain that there is no external obstruction. If no source of obstruction of the device is detected, use of the device should be discontinued.
 - d. If medication is administered, irrigate the device before and afterwards.

D. Discontinuation

1. Discontinue the use of the device if the patient's bowel control, consistency and frequency of stool begin to return to normal.
 - a. To remove the catheter from the rectum, the retention balloon must first be deflated.

- b. Remove the white cap from the inflation port.
- c. Attach a Luer syringe to the white inflation port (marked “≤45ml”) and slowly withdraw all fluid from the retention balloon.
- d. Disconnect the Luer syringe and discard.
- e. Grasp the catheter as close to the patient as possible and slowly remove from the anus.
- f. Dispose of the device.
- g. If the balloon is difficult or impossible to deflate, cut the inflation lumen and drain out the water in the balloon. The device should never be removed from a patient with the balloon still inflated.

E. Troubleshooting

1. In the event of expulsion of the device, deflate the balloon fully; rinse the balloon end of the catheter and reinsert following the instructions for ‘Device Insertion’.
 - a. A rectal exam should be conducted prior to re-insertion to verify that no stool is present.
 - b. If expulsion continues for more than three episodes, discontinuation of the device should be considered.
2. In the event of stool leakage, correct the position of the retention balloon and irrigate the device.
 - a. If leakage persists, deflate the balloon fully and remove the device.
 - b. Rinse the balloon end of the catheter and reinsert following the instructions for ‘Device Insertion’.
 - c. A rectal exam should be conducted prior to re-insertion to verify that no stool is present

F. Contraindications

1. This product is not intended for use for more than 29 consecutive days
2. Do not use in pediatric patients
3. The Fecal Management System should not be used on individuals who:
 - a. have suspected or confirmed rectal mucosal impairment, i.e. severe proctitis, ischemic proctitis, mucosal ulcerations
 - b. have had rectal surgery within the last year
 - c. have any rectal or anal injury
 - d. have hemorrhoids of significant size and/or symptoms
 - e. have a rectal or anal stricture or stenosis
 - f. have a suspected or confirmed rectal/anal tumor

- g. have any in-dwelling rectal or anal device (e.g. thermometer) or delivery mechanism (e.g. suppositories or enemas) in place
- h. are sensitive to or who have had an allergic reaction to any component within the system

G. Considerations

1. Patients should be monitored daily and a physician notified immediately if any of the following occur
 - a. Rectal pain
 - b. Rectal bleeding
 - c. Abdominal symptoms such as distension/pain
2. Over inflation of the retention balloon has the potential to increase the risk of adverse events including rectal pain, bleeding, ulcerations, and possible perforations
3. Output may appear darker than usual and/or may contain black flecks. This is a visible indication of the ConvaTec Diamonds™. If monitoring output color, please use the sampling port.
4. Close attention should be exercised with the use of the device in patients who have inflammatory bowel conditions or who have had rectal surgery. The physician should determine the degree and location of inflammation or extent of surgery (e.g. location of anastomosis) within the colon/rectum prior to considering use of this device in patients with such conditions.
5. Care should be exercised in using this device in patients who tend to bleed from either anti-coagulant / antiplatelet therapy or underlying disease. If signs of rectal bleeding occur, remove the device immediately and notify a physician.
6. The device should be used with caution in patients with spinal cord injury because of the possibility of the development of autonomic dysreflexia.

VI. EDUCATION/TRAINING

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

VII. REFERENCES

- A. Binks R, De Luca E, Dierkes C, Franci A, Herrero E, Niederal G. Prevalence, clinical consequences and management of acute faecal incontinence with diarrhoea in the ICU: The FIRST™ Observational Study. J Intensive Care Soc. 2015 Nov;16(4):294-301. doi: 10.1177/1751143715589327. Epub 2015 Jun 30. PMID: 28979434; PMCID: PMC5606465.

- B. Carr, M., Hunter, K.F. (2018). Management of Fecal Incontinence in Acutely Ill and Critically Ill Hospitalized Adults. In: Bliss, D. (eds) Management of Fecal Incontinence for the Advanced Practice Nurse. Springer, Cham. https://doi.org/10.1007/978-3-319-90704-8_10
- C. Trad, Wafa; Flowers, Kelli; Caldwell, Jennifer; Sousa, Mariana S.; Vigh, Gia; Lizarondo, Lucylynn; Gaudin, Julia; Hooper, Dianne; Parker, Deborah. Nursing assessment and management of incontinence among medical and surgical adult patients in a tertiary hospital: a best practice implementation project. JBI Database of Systematic Reviews and Implementation Reports 17(12):p 2578-2590, December 2019. | DOI: 10.11124/JBISRIR-D-19-00110

Approval Signatures

Step Description	Approver	Date
Board	Rebecca Alaga: Regulatory/ Accreditation Coordinator	Pending
Policy Committee	Rebecca Alaga: Regulatory/ Accreditation Coordinator	04/2024
Critical Care Director	Lacey Cone: Director Critical Care Services	04/2024
Critical Care Committee	Katherine DeSalvo: Director Medical Staff Services	03/2024
Policy Owner	Kelly Flower: Clinical Manager	03/2024

Standards

No standards are associated with this document

Status

Pending

PolicyStat ID

14931198



Last Approved N/A

Next Review 3 years after approval

Owner Gary Ray: Chief Legal Officer

Area Administration

Public Records Requests

I. POLICY STATEMENT

- A. It is the policy of Salinas Valley Health ~~Medical Center (SVHMC) (the "District")~~ to facilitate an efficient and timely response to all requests for access to, or copies of, public records pursuant to the California Public Records Act ("CPRA"). The District has provided the procedure below to improve its ability to provide public records.

II. PURPOSE

- A. To guide the staff and public on how to handle requests for access to, or copies of, public records.

III. DEFINITIONS

- A. "Public Records" means any writing containing information relating to the conduct of the District's business prepared, owned, used, or retained by the District, as defined in the CPRA.

IV. GENERAL INFORMATION

- A. N/A

V. PROCEDURE

- A. **Written Requests Encouraged.** Requests to inspect and/or copy public records should describe the requested records with sufficient specificity to enable the District staff to identify and locate the records sought. The District encourages, but does not require, requests to be made in writing to help correctly identify the records requested. When requests are made orally, the District may confirm the request in writing to ensure it has correctly understood the request.
- B. **Content of Written Requests.** Written requests may be made on the District's Public Records

Request Form (sample form is attached to this policy as **Attachment A**), or by self-drafted inquiry. In order to assist the District in responding to requests efficiently and completely, the requesting party should include a telephone number or other method for the District to contact the requesting party to clarify a request and/or advise the requesting party when records are ready.

- C. **Submit Requests to District HR Department.** All public records requests shall be directed to the District's ~~Human Resources Department~~ Chief Legal Officer, which or designee, who will coordinate the District's response.
- D. **Methods for Submitting Requests.** Requests may be directed to the District in the following ways:
- **In-person:** ~~SVHMC~~ SVH Human Resources Department
611 Abbott Street, Second Floor, , Salinas, CA 93901
 - **By U.S. Mail:** ~~SVHMC Human Resources Department~~ SVH Administration
Public Records Requests
450 East Romie Lane, Salinas, CA 93901
 - **By voice mail:** 831-759-3290
- E. **District Response.** Subject to Section IV.H. (District Meeting Agendas) and Section IV.I (Statements of Economic Interests), non-exempt public records responsive to a request will be made available as promptly as is reasonably practicable after review for compliance with the ~~Act~~ CPRA. The District may request additional information if the public records request is not specific enough to permit the identification of the requested records. The District will determine whether the request seeks copies of disclosable public records in the possession of the District and, within ten (10) days from the date the request is received, the District will notify the requesting party of the District's determination. If the determination will not be made within ten (10) days due to unusual circumstances, the District will notify the requesting party of the reasons for the delay and the date when the determination is expected to be issued. When the District provides its determination, and if the District determines that the request seeks disclosable public records, the District will provide the estimated date and time when the public records will be available.
- F. **Production of Records.** The District will inform the requesting party of the fees associated with providing the public records in accordance with Section 3.7 below when the number of pages has been determined. The District will provide, when applicable depending on the particular request, a description of the responsive information or records that were exempted from disclosure under the Act.
- G. **Fees.** The requesting party must pay applicable fees before the District releases copies of the requested records. Postage or delivery costs are additional and are based on the actual cost to the District.
- **Direct Cost of Duplication.** If the record is in hard copy only and must be photocopied, or if the requesting party desires a hard copy printout of an electronic medium, the cost is ten cents (\$0.10) per standard 8 ½ x 11 inch page, and twenty cents (\$0.20) per page for two-sided copies. The cost for other copies is the direct cost of duplication, or a statutory fee if applicable. The direct cost of duplication includes the pro rata expense of the duplicating equipment and the staff (salary/ benefits) required to make a copy of the record.

- **Costs Associated with Electronic Format.** The requesting party shall bear the direct cost of producing a copy of a record in electronic format, including the cost to construct a record and the cost of programming and computer services necessary to produce a copy of the record, if: (i) the District is required to produce a copy of an electronic record and the record is one that is produced only at otherwise regularly scheduled intervals; or (ii) the District is required to perform data compilation, extraction, or programming to produce the record.
- H. **District Meeting Agendas.** Provided that the information or records are not exempt from disclosure under the Act, if the requesting party requests inspection or copies of agendas of public meetings and any other writings distributed to at least a majority of the members of the Board in connection with a matter subject to discussion or consideration at an open meeting, the District shall make such records available upon request in accordance with Government Code Section 54957.5 (Agendas and other writings as public records) or by mail in accordance with Government Code Section 54954.1 (Request for notice; Renewal; Annual Fee).
- I. **Statements of Economic Interests.** The District shall make copies of filed California FPPC Form 700 records available during regular business hours, commencing as soon as practicable after filing. In accordance with Government Code Section 81008 (Inspection of reports; Fees for copies), no conditions shall be imposed upon persons desiring to inspect or reproduce such records, nor shall any information or identification be required from these persons. Copies shall be provided at a charge not to exceed ten cents (\$0.10) per page. In addition, the District may charge a retrieval fee not to exceed five dollars (\$5.00) per request for copies of statements which are more than five (5) years old. A request for more than one (1) statement at the same time shall be considered a single request.

VI. EDUCATION/TRAINING

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

VII. REFERENCES

- A. California Public Records Act, Government Code Section 6250 et seq.

Approval Signatures

Step Description	Approver	Date
ELG	Rebecca Alaga: Regulatory/ Accreditation Coordinator	Pending
Policy Committee	Rebecca Alaga: Regulatory/ Accreditation Coordinator	04/2024
Policy Owner	Gary Ray: Chief Legal Officer	04/2024

Standards

No standards are associated with this document

COPY



Last Approved N/A
Next Review 1 year after approval

Owner Christianna Kearns:
Associate Chief Operating Officer
Area Scopes Of Service

Scope of Service: Cardiovascular Diagnostic and Treatment Units

I. SCOPE OF SERVICE

The Cardiovascular Diagnostic and Treatment Units support the Mission, Vision, Values and Strategic Plan of Salinas Valley Health Medical Center (SVHMC) and has designed services to meet the needs and expectations of patients, families and the community.

The purpose of the Cardiovascular Diagnostic and Treatment Units is to enhance patient services and health programs that help SVHMC remain a leading provider of medical care. The goal of the Cardiovascular Diagnostic and Treatment Units is to ensure that all customers will receive high quality care / service in the most expedient and professional manner possible.

II. GOALS

In addition to the overall SVHMC goals and objectives, the Cardiovascular Diagnostic and Treatment units develop goals to direct short term projects and address opportunities evolving out of quality management activities. These goals will have input from other staff and leaders as appropriate and reflect commitment to annual hospital goals.

The goals of the Cardiovascular Diagnostic and Treatment Units are:

- A. To provide monitoring and care of patients requiring cardiac diagnostic modalities to obtain information regarding cardiac function and status.
- B. To provide comprehensive angiography, structural heart and electrophysiology services to inpatients and outpatients, including emergent and scheduled cases for diagnostic and therapeutic purposes.
- C. To improve physiological status and optimize risk factor status; to improve functional independence of patients; to facilitate return to gainful employment or active retirement; to reduce the deconditioning effects of inactivity/sedentary lifestyle; to reduce risk factors for disease progression and future cardiac events; to improve management of other chronic disease states.

- D. To perform cardiac diagnostic modalities to include, Echocardiograms, Pharmacological Stress Echocardiograms, Exercise Stress Echocardiograms, Vascular ultrasound, and Nuclear Myocardial Perfusion Stress testing (Exercise and Pharmacologic) adult outpatients in order to obtain information regarding their cardiac function and status.

III. DEPARTMENT OBJECTIVES

- A. To support SVHMC objectives.
- B. To support the delivery of safe, effective, and appropriate care / service in a cost effective manner.
- C. To plan for the allocation of human/material resources.
- D. To support the provision of high quality service with a focus on a collaborative, multi-disciplinary approach to minimize the negative physical and psychological effects of disease processes and surgical interventions through patient/significant other education and to restore the patient to the highest level of wellness as possible.
- E. To support the provision of a therapeutic environment appropriate for the population in order to promote healing of the whole person.
- F. To evaluate staff performance on an ongoing basis.
- G. To provide appropriate staff orientation and development.
- H. To monitor the Cardiovascular Diagnostic and Treatment Units function, staff performance, and care / service for quality management and continuous quality improvement.

IV. POPULATION SERVED

Clinical:

The Cardiology Department provides care for infant, pediatric, adolescent, adult and geriatric patients. The Department provides care to patients with primary diagnoses including, but not limited to: Chest pain, Dyspnea, murmur Acute Myocardial Infarction, Pre-Post Open Heart Surgery, Congestive Heart Failure, Acute/Chronic Renal Failure, Acute Respiratory Failures, Anoxic Brain Injury, Septicemia, Pre-Post Abdominal Surgery, Pre-Post Thoracic Surgery and Multiple Trauma.

The Cardiac Catheterization Laboratory provides care for adult and geriatric patients only. The Department provides care to patients with primary diagnoses including, but not limited to Coronary Artery Disease, Acute Myocardial Infarction, Pre-Post Open Heart Surgery, Congestive Heart Failure, valvular disease.

The Cardiac Rehabilitation Unit provides care for patients 18 years of age through geriatric. The Department provides care to patients with primary diagnoses including, but not limited to:

1. Myocardial Infarction* (w/in the preceding 12 months for Medicare)
2. Coronary artery bypass surgery*
3. Stable angina pectoris *
4. Percutaneous transluminal coronary angioplasty (PTCA) or coronary stenting*
5. Valve replacement or repair surgery*
6. Heart or heart-lung transplant*
7. Heart Failure*

8. Peripheral Arterial Disease*

*Denotes Medicare eligible diagnosis

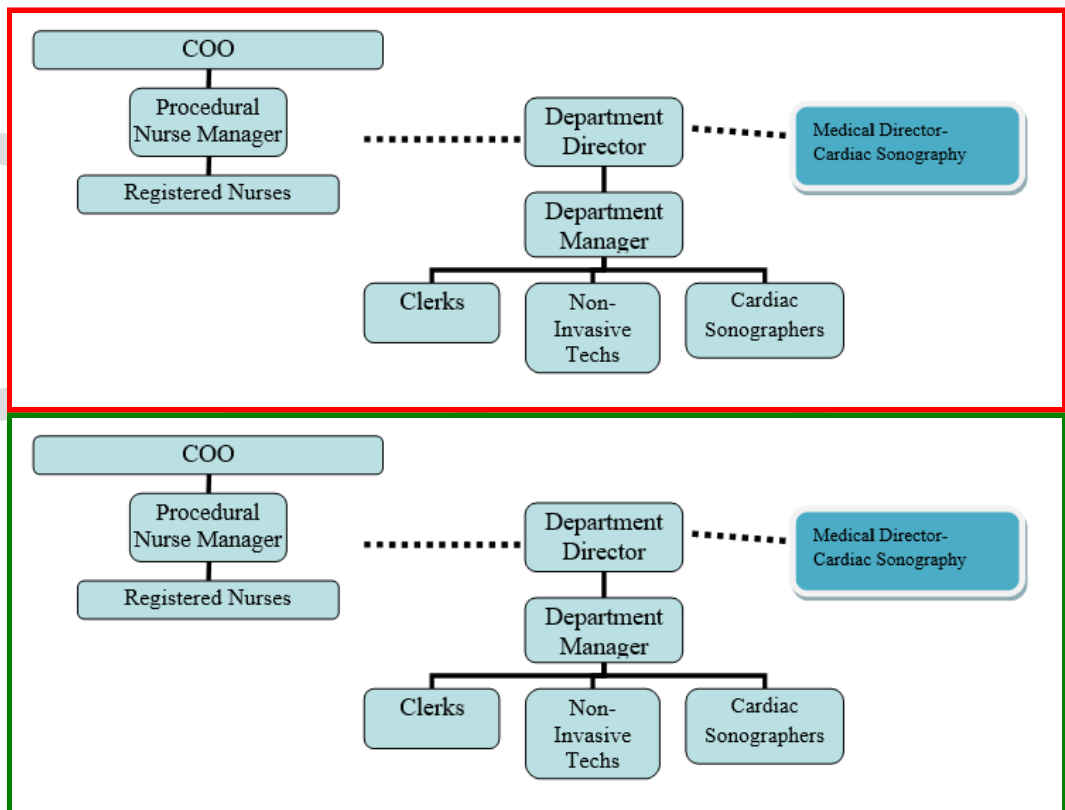
The Cardiovascular Diagnostic Outpatient Center provides care for adults (18 years and older) and geriatric patients.

The Sleep Center provides outpatient EKGs for patient 18 years and older during the hours of 0700 - 1500, Monday through Friday. Pediatric patients may be done on a case by case basis.

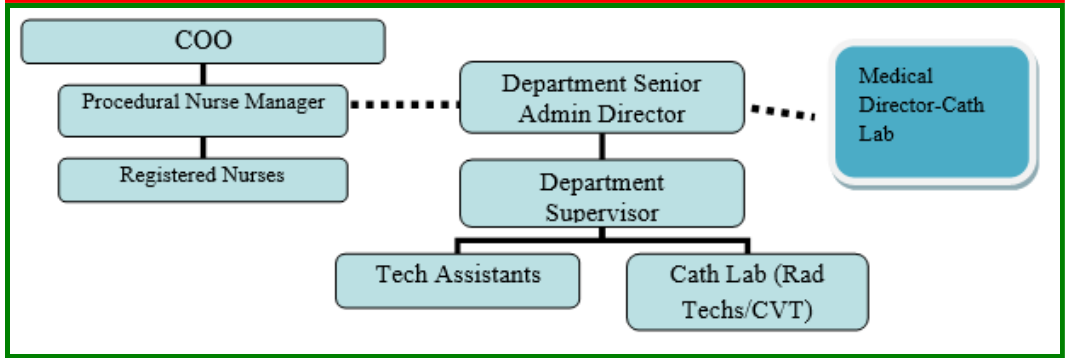
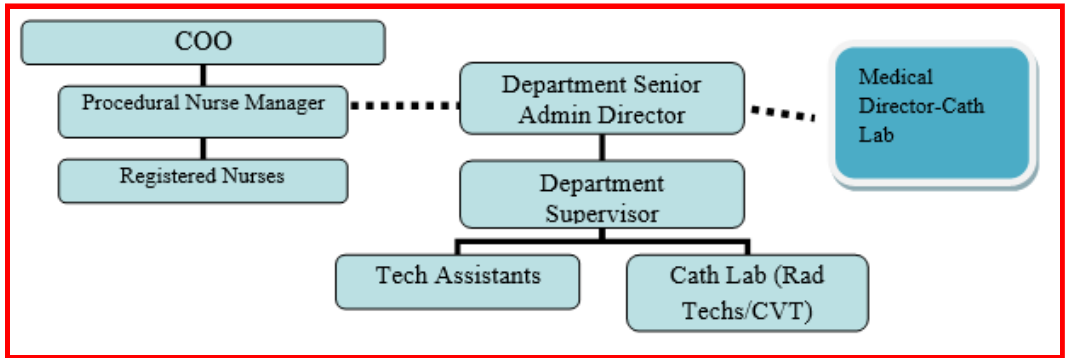
V. ORGANIZATION OF THE DEPARTMENT (include organizational chart)

A. Hours of Operation:

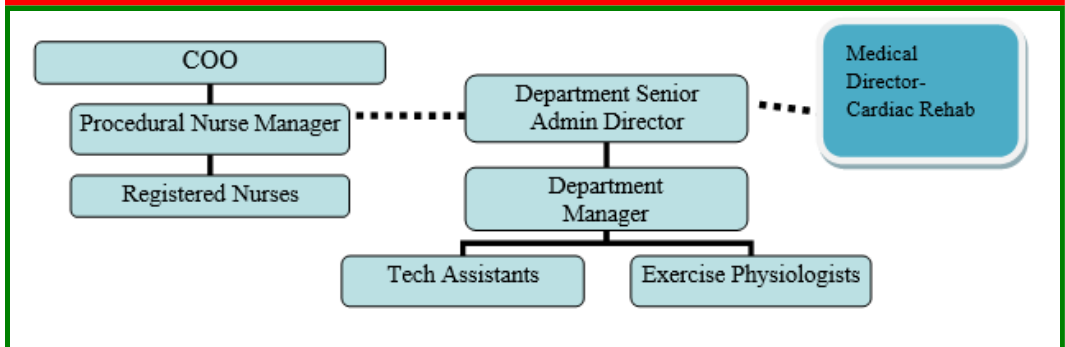
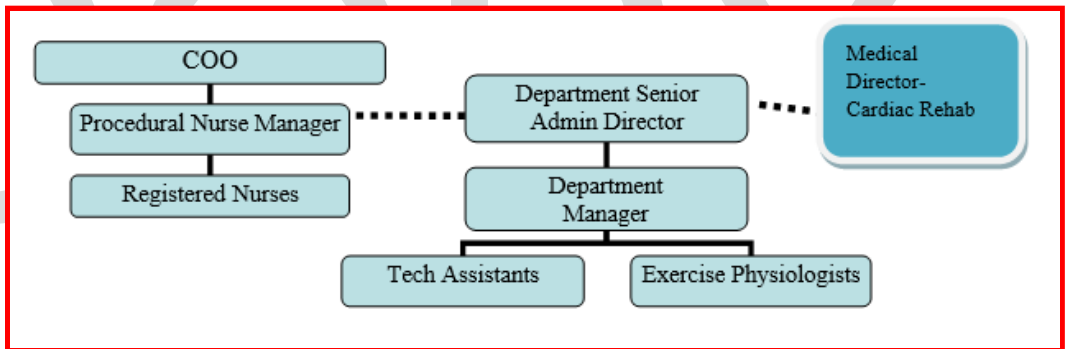
- The Cardiology inpatient department provides services seven days a week, twenty-four hours a day.



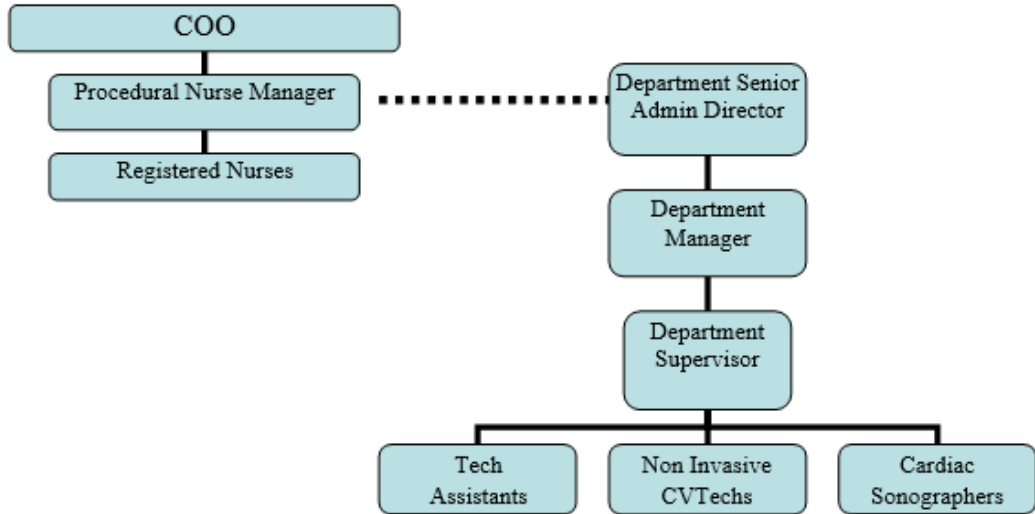
- The Cardiac Cath Lab provides services seven days a week, twenty-four hours a day.



- Cardiac Rehabilitation provides services five (5) days a week 7:30 a.m. – 4:00 p.m.



- Cardiac Diagnostic Outpatient Center hours of operation are Monday through Friday 8 AM to 4:30 PM.



B. Location of departments:

- The Cardiology Inpatient Unit is located inside the hospital.
- The Cardiac Cath Lab is located on the first floor of the hospital.
- Cardiac Rehabilitation is located within the Cardiac Wellness Center in the Nathan J. Olivas Building.
- Cardiovascular Diagnostic Outpatient Center, located at 230 San Jose St, Suite B. A satellite location is also at the Ryan Ranch Center for Advanced Diagnostic Imaging (CADI), 5 Lower Ragsdale.

C. Admission, Discharge, Transfer Criteria (if applicable)

D. Major Services / Modalities of care include:

The Cardiology Department provides both portable, off-site (at Cardiac Rehab or Sleep Center) and department-based diagnostic modalities which include ECG's, Signal-Averaged ECG's, Exercise/ Pharmacologic Stress Tests (Thallium, Routine treadmill, Dobutamine, Lexiscan and Adenosine), Holter Monitors (Application, Scanning, and Full-Disclosure Reports), Echocardiography Studies.

Cardiac Cath Lab diagnostic and interventional procedures include:

1. Right/left Coronary Angiography
2. Percutaneous Transluminal Coronary Angioplasty and Atherectomies/ Rotoblation
3. Intra-coronary Ultrasound
4. Temporary Pacemaker Insertions
5. Intra-aortic Balloon Pump Insertions
6. Myocardial Biopsies
7. Stent Insertions
8. Electrophysiology Studies
9. Implantable Cardioverter Defibrillator (ICD) Implants
10. Permanent Pacemaker Implants

11. Peripheral Angiograms, including Carotid Angiograms
12. Peripheral Interventions, including Carotid Stent Implantation
13. Ablations (Radio Frequency and Cryo)
14. Endovascular Aortic Stent Grafting, EVAR (Endovascular Aortic Repair)
15. Left Ventricular Assist device (Impella)
16. Transcatheter Aortic Valve Replacement (TAVR)
17. Left Atrial Appendage Occluder (LAAO) device placement
18. Transcatheter Edge to Edge Repair of the Mitral Valve (TEER)

Cardiac Rehabilitation procedures include: EKG, Blood glucose, Blood Pressure, pulse oximetry, monitored exercise.

The Cardiovascular Diagnostic Outpatient Center procedures performed include but not limited to: Echocardiograms, Vascular ultrasound, and Cardiac stress tests (Pharmacologic, exercise, nuclear Lexiscan and stress Echo).

VI. DEFINITION OF PRACTICE AND ROLE IN MULTIDISCIPLINARY CARE /SERVICE

The Cardiology Department care is delivered by a multidisciplinary team comprised of medical staff, including Medical Director of Cardiac Sonography, Cardiac Sonographers, Non-Invasive Cardiovascular techs, Registered Nurses and ancillary support according to the needs of the patients. Services are provided based upon patient assessments, patient and/or family preferences, plans of care and medical staff orders. Other services are provided through appropriate referrals.

The ~~Senior Administrative Director~~ Associate Chief Operating Officer, Chief Operating Officer and Manager assume twenty-four (24) hour responsibility for nursing care provided on the Unit.

The ~~Senior Administrative Director~~ Associate Chief Operating Officer of the Unit is directly responsible to the Chief Operating Officer. It is the Manager duty to attend all administrative and technical functions within the department. All personnel within the department are under the guidance and direction of the Manager. In the Manager's absence, the position is filled by the ~~Senior Administrative Director~~ Associate Chief Operating Officer or their designee. It is his/her responsibility to carry out the duties of the Manager in his/her absence.

Cardiac Cath Lab care is delivered by a multidisciplinary team comprised of medical staff, including Medical Director of Cath Lab, registered nurses, radiology technologists, cardiovascular technologists and ancillary support according to the needs of the patients. A registered nurse (RN) performs an admission assessment on patients. Services are provided based upon patient assessments, patient and/or family preferences, plans of care and medical staff orders. Other services are provided through appropriate referrals.

The ~~Senior Administrative Director~~ Associate Chief Operating Officer, Nursing Manager and Chief Operating Officer assume twenty-four (24) hour responsibility for nursing care provided on the Unit.

The ~~Senior~~ Associate Chief Operating Officer is directly responsible to the Chief Operating Officer. It is the Sr. Administrative Director of Cardiopulmonary Services is directly responsible to the Chief Operating Officer. It is the Sr. Administrative Director's duty to attend all administrative and technical functions within the

department. All personnel within the department are under the guidance and direction of the Sr. Administrative Director; Nurses are under the guidance of the Chief Operating Officer. In the ~~Sr. Administrative Director~~ Associate Chief Operating Officer's absence, the position is filled by the Cardiology Manager and or Chief Operating Officer or their designee. It is his/her responsibility to carry out the duties of the ~~Sr. Administrative Director~~ Associate Chief Operating Officer in his/her absence.

Cardiac Rehabilitation care is delivered by a multidisciplinary team comprised of the Medical Director, Department Director, Nursing Staff, Exercise Physiology Staff, Registered Dietician and support staff according to the needs of the patients. Services are provided based upon patient assessments, patient and/or family preferences, plans of care and medical staff orders. Other services are provided through appropriate referrals.

The ~~Senior Administrative Director~~ Associate Chief Operating Officer and Cardiology Manager assume twenty-four (24) hour responsibility for care provided on the Department.

The ~~Senior Administrative Director~~ Associate Chief Operating Officer of the Department is directly responsible to the Chief Operating Officer. It is the Cardiology Manager's duty to attend all administrative and technical functions within the department. All personnel within the department are under the guidance and direction of the ~~Senior Administrative Director~~ Associate Chief Operating Officer and Cardiology Manager. In the Manager's absence, the position is filled by the ~~Senior Administrative Director~~ Associate Chief Operating Officer or their designee. It is his/her responsibility to carry out the duties of the Supervisor in his/her absence.

The Cardiac Diagnostic Outpatient care is delivered by a multidisciplinary team comprised of medical staff, registered nurses and ancillary support according to the needs of the patients.

The Chief Operating Officer and Clinical Nurse Manager assume twenty-four (24) hour responsibility for nursing care provided within each department. It is the Manager's duty to attend all administrative and technical functions within the department. All Nursing personnel within the department are under the guidance and direction of the Manager. In the Manager's absence, the position is filled by the Chief Operating Officer or Nursing Leader on call or their designee. It is his/her responsibility to carry out the duties of the Manager in his/her absence.

The ~~Senior Administrative Director~~ Associate Chief Operating Officer and Cardiology Supervisor assume twenty-four hour responsibility for all non-nursing personnel and care within the department. The ~~Senior Administrative Director~~ Associate Chief Operating Officer is directly responsible to the Chief Operating Officer. It is the Cardiology Supervisor's duty to attend all administrative and technical functions within the department. All Non-nursing personnel within the department are under the guidance and direction of the Cardiology Supervisor. In the Director's absence, the position is filled by the Cardiology Supervisor or designee. It is his/her responsibility to carry out the duties of the Director in his/her absence.

VII. REQUIREMENTS FOR STAFF (applicable to department)

All individuals who provide patient care services are licensed or registered (according to applicable state law and regulation) and have the appropriate training and competence.

A. Licensure / Certifications:

The basic requirements for **Registered Nurses** in the Cardiology Department include:

1. Current state licensure
2. Current BLS (Basic Life Support)
3. Current ACLS (Advanced Cardiac Life Support)
4. CCRN Certification preferred (Critical Care Registered Nurse)
5. TNCC preferred (Trauma Nursing Core Course)
6. Completion of an approved Critical Care Course or equivalent experience
7. Completion of competency-based orientation
8. Completion of annual competency

The basic requirements for **Cardiac Sonographers** in the Cardiology Department include:

1. Current registry (RDCS or RCS) (Registered Diagnostic Cardiac Sonographer or Registered Cardiac Sonographer)
2. Current BLS (Basic Life Support)

The basic requirements for **Non-Invasive Cardiovascular Tech** in the Cardiology Department include:

1. Certificate of training or EKG course
2. Current BLS (Basic Life Support)

The basic requirements for **Registered Nurses** in the Cardiac Cath Lab include:

1. Current state licensure
2. Current BLS (Basic Life Support)
3. Current ACLS (Advanced Cardiac Life Support)
4. Completion of competency based orientation
5. Completion of annual competencies

The basic requirements for **Certified Radiology Technicians (CRT)** in the Cardiac Cath Lab include:

1. Current state licensure (including fluoroscopy licensure)
2. Current BLS (Basic Life Support)
3. Completion of competency based orientation
4. Completion of annual competencies

The basic requirements for **Cardiovascular Technicians (CVT)** in the Cardiac Cath Lab include:

1. Program certification
2. Current BLS

3. Completion of competencies

The basic requirements for **Registered Nurses** in the Cardiac Rehabilitation Unit include:

1. Current state licensure
2. Current ACLS (Advanced Cardiac Life Support)
3. Current BLS (Basic Life Support)
4. CCRP preferred (Certified Cardiac Rehab Professional)
5. Completion of competency based orientation
6. Completion of annual competencies

The basic requirements for the **Clinical Exercise Physiologist** in the Cardiac Rehabilitation Unit include:

1. Current ACLS preferred (Advanced Cardiac Life Support)
2. RCEP preferred (Registered Clinical Exercise Physiologist)
3. CEP preferred (Clinical Exercise Physiologist)
4. Current BLS (Basic Life Support)
5. Completion of competency based orientation
6. Completion of annual competencies

The basic requirements for the **Registered Dietitian** in the Cardiac Rehabilitation Unit include:

1. Registered Dietitian certification
2. Completion of competency based orientation
3. Completion of annual competencies

The basic requirements for **Registered Nurses** in the Cardiovascular Diagnostic Outpatient Center include:

1. Current state licensure
2. Current BLS (Basic Life Support)
3. Current ACLS (Advanced Cardiac Life Support)
4. CCRN Certification preferred (Critical Care Registered Nurse)
5. Completion of an approved Critical care Course or equivalent experience
6. Completion of competency-based orientation
7. Completion of annual education

The basic requirements for **Cardiovascular Sonographers** in the Cardiovascular Diagnostic Outpatient Center include:

1. Current RDCS and or RVT (Registered Diagnostic Cardiac Sonographer)

2. Current BLS (Basic Life Support)
3. Completion of competency-based orientation
4. Completion of annual competency

The basic requirements for **Tech Assistants** in the Cardiovascular Diagnostic Outpatient Center include:

1. Current BLS (Basic Life Support)
2. Completion of competency-based orientation
3. Completion of annual competency
4. Completion of Tech assistant competency

The basic requirements for **Non-Invasive Cardiovascular Techs** in the Cardiovascular Diagnostic Outpatient Center include:

1. Current BLS (Basic Life Support)
2. Completion of competency-based orientation
3. Completion of annual competency

The basic requirements for **Nuclear Medicine Technologists** in the Cardiovascular Diagnostic Outpatient Center include:

1. Current state licensure (CTNM) (Certified Technologist Nuclear Medicine)
2. Current national licensure (ARRT (N)), and/ or (NMTCB) (American Registry of Radiologic Technologists and/or (Nuclear Medicine Technology Certification Board)
3. Completion of competency based orientation
4. Completion of annual competencies
5. Current BLS (Basic Life Support)

B. Competency

Staff are required to have routine competence assessments in concert with the unit's ages of the population and annual performance appraisals. The assessment could be in a written, demonstrated, observed or verbal form. The required competency for staff depends primarily on their work areas and duties. Once a year staff are required to complete the online education modules that have been defined by the organization.

During the year in-services are conducted routinely. The in-services are part of the department's ongoing efforts to educate staff and further enhance performance and improve staff competencies. These in-services are in addition to the annual competency assessments. Department personnel who attend educational conferences are strongly encouraged to share pertinent information from the conferences with other staff members at in-services. Additional teleconferences, [videoconferences](#) [video conferences](#), and speakers are scheduled for staff on occasion. Other internal and external continuing education opportunities are communicated to staff members.

C. Identification of Educational Needs:

Staff educational needs are identified utilizing a variety of input:

- Employee educational needs assessment at the time of hire and annually as part of developmental planning
- Performance improvement planning, data collections and activities
- Staff input
- Evaluation of patient population needs
- New services/programs/technology implemented
- Change in the standard of practice/care
- Change in regulations and licensing requirements
- Needs assessment completed by Nursing Education

The educational needs of the department are assessed through a variety of means, including:

- STAR Values
- Quality Assessment and Improvement Initiatives
- Strategic Planning (Goals & Objectives)
- New / emerging products and/or technologies
- Changes in Practice
- Regulatory Compliance

Feedback and requests for future topics are regularly solicited from staff via e-mail, surveys, in-service evaluation forms, and in person.

D. Continuing Education:

Continuing education is required to maintain licensure / certifications. Additional in-services and continuing education programs are provided to staff in cooperation with the Department of Education.

VIII. STAFFING PLAN

Staffing is adequate to service the customer population. The units are staffed with a sufficient number of professional, technical and clerical personnel to permit coverage of established hours of care / service, to provide a safe standard of practice and meet regulatory requirements. Patient acuity level is determined each shift to plan for staffing needs for the following shift. Patient assignments are made based upon staff skill level and total patient acuity. *In the event staffing requirements cannot be met, this department will meet staffing requirements by utilizing the on-call system, registry and per diem personnel.*

General Staffing Plan:

Staffing is based on patient volume and acuity.

The Cardiology Department assignments are made by the Manager based on acuity and needs of the patients, technology involved, competencies of the staff, the degree of supervision required, and the level of supervision available.

The Cardiac Cath lab assignments are made by the Sr. Administrative Director and Cath Lab Supervisor based on scheduled procedures and needs of the patients, technology involved, competencies of the staff, the degree of supervision required, and the level of supervision available. The RN to patient ratio is one RN per patient. On call staff is composed of a team of three, including at least one (1) RN and two (2) additional staff which may be a CRT or CVT.

Cardiac Rehabilitation unit assignments are made by the Cardiology Manager based on acuity and needs of the patients, technology involved, competencies of the staff, the degree of supervision required, and the level of supervision available. A minimum of 2 trained staff members will be present in the gym during exercise therapy and one of the staff present must be an RN with ACLS certification.

Cardiovascular Diagnostic Outpatient Center assignments are made by the department Director and/or Supervisor based on acuity and needs of the patients, technology involved, competencies of the staff, the degree of supervision required, and the level of supervision available.

IX. EVIDENCED BASED STANDARDS

The SVHMC staff will correctly and competently provide the right service, do the right procedures, treatments, interventions, and care by following evidenced based policies and practice standards that have been established to ensure patient safety. Efficacy and appropriateness of procedures, treatments, interventions, and care provided will be demonstrated based on patient assessments/reassessments, state of the art practice, desired outcomes and with respect to patient rights and confidentiality.

The SVHMC staff will design, implement and evaluate systems and services for care / service delivery which are consistent with a "Patient First" philosophy and which will be delivered:

- With compassion, respect and dignity for each individual without bias.
- In a manner that best meets the individualized needs of the patient.
- In a timely manner.
- Coordinated through multidisciplinary team collaboration.
- In a manner that maximizes the efficient use of financial and human resources.

SVHMC has developed administrative and clinical standards for staff practice and these are available on the internal intranet site.

X. CONTRACTED SERVICES

Contracted services under this Scope of Service are maintained in the electronic contract management system.

XI. PERFORMANCE IMPROVEMENT AND PATIENT SAFETY

The Cardiovascular Diagnostic and Treatment Unit supports the SVHMC's commitment to continuously improving the quality of patient care to the patients we serve and to an environment which encourages performance improvement within all levels of the organization. Performance improvement activities are planned in a collaborative and interdisciplinary manner, involving teams/committees that include

representatives from other hospital departments as necessary. Participation in activities that support ongoing improvement and quality care is the responsibility of all staff members. Improvement activities involve department specific quality improvement activities, interdisciplinary performance improvement activities and quality control activities.

Systems and services are evaluated to determine their timeliness, appropriateness, necessity and the extent to which the care / service(s) provided meet the customers' needs through any one or all of the quality improvement practices / processes determined by this organizational unit.

In addition to the overall SVHMC Strategic initiatives and in concert with the Quality Improvement Plan and the Quality Oversight Structure, the Cardiac Unit will develop measures to direct short-term projects and deal with problem issues evolving out of quality management activities.

Unit based measurement indicators are found within the Quality dashboard folder.

Attachments

- [Associate Chief Operating Officer](#)
- [Medical Director- Cardiac Rehab](#)
- [Medical Director- Cardiac Sonography](#)
- [Medical Director-Cath Lab](#)

Approval Signatures

Step Description	Approver	Date
Executive Alignment	Rebecca Alaga: Regulatory/ Accreditation Coordinator	Pending
Policy Committee	Rebecca Alaga: Regulatory/ Accreditation Coordinator	02/2024
Policy Owner	Christianna Kearns: Associate Chief Operating Officer	01/2024

Standards

No standards are associated with this document



Last Approved N/A
Next Review 3 years after approval

Owner Daniela Jago:
Clinical Manager
Area Women's and
Children's
Services

Shoulder Dystocia

I. POLICY STATEMENT:

- A. N/A

II. PURPOSE:

- A. To guide the nurse with interventions to assist the delivering physician with disimpacting the fetal shoulder and effect delivery.

III. DEFINITIONS:

- A. Shoulder dystocia – failure of the fetal shoulders to delivery spontaneously and requires additional obstetric maneuvers to effect delivery of the shoulders or prolonged head-to-body interval of 60 seconds or more.
- B. McRobert's Manuever – flexion of a patient's legs against her abdomen to dislodge the impacted shoulder by flattening the angle of inclination
- C. Suprapubic Pressure - suprapubic pressure is applied to the posterior aspect of the anterior fetal shoulder at an oblique angle. Suprapubic pressure is directed away from the pubic bone to either left or right side depending on the direction the physician is attempting to rotate the shoulders. This maneuver is performed in conjunction with McRobert's maneuver.

IV. GENERAL INFORMATION:

- A. Nursing interventions for shoulder dystocia are to be performed by the Registered Nurse upon request of the physician and/or upon identification of the signs of shoulder dystocia.

V. PROCEDURE:

- A. Identify patients at risk for shoulder dystocia during admission assessment, review of the prenatal records, and labor assessment. Communicate any identified risk factors to physician.

Also note, the provider and nursing team should be prepared to perform maneuvers to relieve shoulder dystocia on any patient. Risk factors include:

- History of previous shoulder dystocia
- Operative vaginal delivery
- Diabetes
- Excessive maternal weight gain
- High BMI
- **Previous large infant (>4000 grams)**
- Fetal macrosomia (past and present pregnancy)
- Abnormal labor progress
- Prolonged second-stage labor
- An early indication of shoulder dystocia is when the fetal head retracts against the mother's perineum as soon as the baby's head is delivered.

1. Perform McRobert's maneuver

- Initiate OB STAT as needed.
- Assess bladder fullness and catheterize if necessary.
- Perform suprapubic pressure upon request of the physician:
 1. Excess traction and fundal pressure should be avoided due to increased risk of injury to baby

B. Following delivery of the baby, assess for signs of brachial plexus injury and/or fractured clavicle.

C. Documentation:

1. Document in the electronic medical record the series of interventions and clinical events that have taken place, with a focus on logical step-by-step approach to relieving the affected shoulder and resuscitating the newborn to include:
 - a. Total time from head to body delivery
 - b. Time of delivery
2. Summary of interventions/maneuvers used to assist with disimpacting dystocia.
3. Include fetal assessment data and/or attempts to obtain data about fetal status during the maneuvers.
4. If suprapubic pressure was used make sure it is noted as such.
5. Documentation of newborn status and assessment post-delivery with focus on affected arm movement and clavicle integrity.

VI. EDUCATION/TRAINING:

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

VII. REFERENCES:

- A. ACOG. (2017 [reaffirmed 2024](#)). Shoulder dystocia. *ACOG practice bulletin* No. 178. Author.
- B. Simpson, K., & Creehan, S., O'Brien-Abel, N., Roth, C. K., & Rohan, A. J. (2014/2021). *Perinatal nursing*. (5^{4th} ed.) ~~Philadelphia: Lippincott, Wilkins and Williams.~~ [Wolters Kluwer.](#)

Approval Signatures

Step Description	Approver	Date
Board	Julianna Juarez: Respiratory Care Practitioner Registered	Pending
Board	Rebecca Alaga: Regulatory/ Accreditation Coordinator	Pending
Women's & Children's Service Director	Julie Vasher: Director Women's & Children's Services	04/2024
Policy Committee	Rebecca Alaga: Regulatory/ Accreditation Coordinator	04/2024
Policy Owner	Daniela Jago: Clinical Manager	03/2024

Standards

No standards are associated with this document

*QUALITY AND EFFICIENT
PRACTICES COMMITTEE*

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

(CATHERINE CARSON)

PERSONNEL, PENSION AND INVESTMENT COMMITTEE

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

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

(JUAN CABRERA)

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

Board Paper: Personnel, Pension and Investment Committee

Agenda Item: **Consider Recommendation for Board Approval of (i) Findings Supporting Recruitment of Mark Healy, MD, (ii) Contract Terms for Dr. Healy's Recruitment Agreement, and (iii) Contract Terms for Dr. Healy's Surgical Oncology Professional Services Agreement**

Executive Sponsor: Allen Radner, MD, Interim President/CEO, Salinas Valley Health
Orlando Rodriguez, MD, Interim CMO, Salinas Valley Health Clinics
Molly Heacox, Director of Clinic Services

Date: April 15, 2024

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 **surgical oncology** as a recruiting priority for the medical center's service area. Currently, there are no surgical oncologists who specialize in hepatobiliary surgery practicing in the medical center's service area. Adding a surgical oncologist to SVH Medical Staff will provide local access to patients who require this specialized care. In addition, two general surgeons currently on SVH Medical Staff will become eligible to discontinue their general surgery call requirement. The recruited surgical oncologist will participate in general surgery call and is necessary for continuing coverage of the service.

The recommended physician, **Mark Healy, MD**, received his Doctor of Medicine degree in 2011 from the University of Chicago Pritzker School of Medicine and completed his general surgery residency in 2018 at the University of Michigan Health System. Dr. Healy is a Fellow in complex general surgery oncology and is certified by the American Board of Surgery in both general surgery and complex general surgery oncology. Dr. Healy comes to us from Banner MD Anderson Cancer Center in Gilbert, AZ and is trained and experienced in robotic surgery. Dr. Healy plans to join SVH Clinics in September of 2024.

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:

- **Professional Services Agreement (PSA)**. Contracted physician under a PSA with Salinas Valley Health and a member of Salinas Valley Health Clinics. Pursuant to California law, physician will not be an employee of SVH or SVH Clinics but rather a contracted physician.
- **Term**: PSA is for a term of three years, with annual compensation reported on an IRS W-2 Form.
- **Base Compensation**: \$500,000 per year.
- **Productivity Compensation**: To the extent it exceeds the base salary, physician is eligible for work Relative Value Units (wRVU) productivity compensation at a \$74.00 wRVU conversion factor.
- **Benefits**. Physician will be eligible for standard SVH Clinics physician benefits:
 - ❖ Access to SVH Health Plan for physician and qualified dependents. Premiums are projected based on 15% of SVH cost.
 - ❖ Access to SVH 403(b) and 457 retirement plans. Five percent base contribution to 403(b) plan that vests after three years. This contribution is capped at the limits set by Federal law.
 - ❖ Four weeks (20 days) of time off each calendar year.
 - ❖ Continuing Medical Education (CME) annual stipend in the amount of \$2,400 paid directly to physician and reported as 1099 income.
- **Professional Liability Insurance**. Professional liability is provided through BETA Healthcare Group.

2. **Recruitment Agreement** that provides a recruitment incentive of \$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. Healy is aligned with our strategic priorities for the quality, finance, and growth 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 improving 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. Healy to SVH Clinics has been identified as a need for recruitment while also providing additional resources and coverage for SVH General Surgery.

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 Mark Healy, MD;**
 - That the recruitment of a surgical oncologist 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 District 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. Healy; and**
3. **The Contract Terms of the Surgical Oncology Professional Services Agreement for Dr. Healy.**

Attachments

- Curriculum Vitae for Mark Healy, MD

CURRICULUM VITAE

Updated 9/2023

Name: Mark Andrew Healy, MD, MSc

Present Title and Affiliation: Surgical Oncologist, Banner M.D. Anderson Cancer Center, Gilbert, AZ
Adjunct Assistant Professor of Surgery, The University of Texas M.D. Anderson Cancer Center

Start Date: 11/01/2020

Citizenship: United States of America

Education:

Degree-Granting Education

July 2015 – April 2016 University of Michigan, Master of Science in Health & Healthcare Research

September 2007 – June 2011 University of Chicago Pritzker School of Medicine, Doctor of Medicine

August 2003 – June 2007 University of Notre Dame, Bachelor of Science in Computer Science

Postgraduate Training

August 2018 – July 2020 University of Texas M.D. Anderson Cancer Center, Fellowship in Complex General Surgical Oncology

July 2014 – June 2016 University of Michigan Center for Healthcare Outcomes & Policy, Fellowship in Health Services Research

July 2012 – June 2018 University of Michigan Health System, Residency in General Surgery

July 2011 – June 2012 University of Michigan Health System, Internship in Surgery

Credentials:

Board Certification

Surgery, The American Board of Surgery, October 2018

Complex General Surgical Oncology, The American Board of Surgery, February 2020

Licensures

Active

Physician Permanent License, State of Arizona, Expires 2/7/2025

Inactive

Physician Permanent License, State of Michigan, Expired 1/31/2021

Physician Permanent License, State of Texas, Expired 8/31/2021

Experience/Service:

Academic Administrative Appointments

July 2017 – June 2018 Administrative Chief Resident, University of Michigan Department of Surgery,
General Surgery Residency Program

Institutional Committee Activities

November 2020 – present – Member, Banner Gateway Medical Center Zero Harm Quality Council
March 2021 – January 2022 – Member, Cerner INNOVATE Governance Committee, Banner MD Anderson
July 2014 – June 2018 General Surgery Representative, House Officer Quality & Safety Council, University of
Michigan Health System

Other Appointments

September 2008 – June 2009, September 2010 – June 2011 Teaching Assistant, Human Morphology
(Anatomy) Course, University of Chicago Pritzker School of Medicine
September 2008 – June 2009 Training Coordinator and Board Member, Adolescent Substance Abuse Program,
University of Chicago
September 2007 – June 2008 General Surgery Contact, Transplant Surgery Contact, Surgery Interest Group,
University of Chicago

Honors and Awards:

2019	Top 10 e-Poster and Nominee for Southern California Society of Colon & Rectal Surgeons Awards, American Society of Colon & Rectal Surgeons Annual Meeting, June 1-5, 2019, Cleveland, OH
2017	Nominee, Arnold Coran Senior Resident Teaching Award, University of Michigan Health System
2017	Nominee, Consistent Positive Support Award, University of Michigan Trauma Burn Center
2017	Making a Difference Award, University of Michigan Health System
2016	Frederick A. Collier Award for Best Overall Research Paper, Michigan Chapter – American College of Surgeons Annual Meeting, May 18 – 20, 2016, Mackinac Island, MI
2015	Best Original Research Paper Award, Michigan Society of Thoracic and Cardiovascular Surgeons Annual Summer Conference, August 13 – 16, 2015, Traverse City, MI
2015	American College of Surgeons Leadership & Advocacy Summit – Resident Scholarship Award
2015	Finalist, Association for Academic Surgery Foundation Health Services Research Award
2014	Nominee, Exemplary Leadership Award, University of Michigan Trauma Burn Center
2014	Finalist, Association for Academic Surgery Foundation Health Services Research Award
2008	Honorable Mention for Excellence, University of Chicago Pritzker School of Medicine Summer Research Forum
2007	Graduation with Honors in Computer Science
2007	Upsilon Pi Epsilon, International Honor Society for the Computing and Information Disciplines
2003, '05-'07	University of Notre Dame College of Engineering Dean's List
2005, '07	Nominee, University of Notre Dame Student Leadership Awards
2005	Selection by UK-US Fulbright Commission for internship in London, UK (declined)
2002	Eagle Scout Award, Boy Scouts of America

Research:

Grants and Contracts

NIH 5T32CA009672-24 AE Chang (PI) 07/01/2014 – 06/30/2016

NIH 2T35DK062719-21 EB Cheng (PI) 6/01/2008 – 08/31/2008

NSF REU supplement to CCF-0515203 DC Chen (PI) 2006

Funded Protocols Laboratory

July 2012 – June 2018 University of Michigan, Department of Surgery, Center for Healthcare Outcomes & Policy; Sandra L. Wong, MD, MS; Pasithorn A. Suwanabol, MD; Hari Nathan, MD, PhD
John Byrn, MD; Scott Regenbogen, MD, MPH; Amir A. Ghaferi, MD, MS; Samantha

Hendren, MD, MS; Darrell Campbell, Jr., MD; Justin B. Dimick, MD, MPH “Quality, safety
and costs in the care of surgical patients.”

July 2008 – June 2009 University of Chicago, Departments of Pathology and Radiology, Yulei Jiang, PhD;
“Digital Identification of Prostate Adenocarcinoma in H&E Sections.”

June 2006 – June 2007 University of Notre Dame, Department of Computer Science and Engineering, Section
of Scientific Computing, D.C. Chen, PhD; “Implementation of Field Splitting Algorithms for
Intensity-Modulated Radiation Therapy.”

August 2006 – June 2007 Purdue University, Regenstrief Center for Healthcare Engineering, St. Joseph
Regional Medical Center, South Bend, IN, Alan Snell, MD; “Viewing Electronic Medication
Lists in the Emergency Department.”

August 2005 – December 2005 United Kingdom Parliament, Mr. Stephen McCabe, MP; “Parliamentary
Research Apprenticeship with Emphasis on Technology and Healthcare Systems.”

August 2004 – December 2004 University of Notre Dame, Computer Vision Research Laboratory, Kevin W.
Bowyer, PhD; “Biometrics and Facial Recognition.”

Patents Granted and Pending – None

Grant Reviewer/Service on NIH/Other Study Sections - None

Publications:

Articles in Peer-Reviewed Journals

1. “Geometric Algorithms for the Constrained 1-D K-Means Clustering Problems and IMRT Applications,” D.C. Chen, M.A. Healy, C. Wang, and B. Xu, *International Journal of Foundations of Computer Science*, Vol. 20, No. 2, April 02009, pp. 361-377.
2. “Computer-aided identification of prostatic adenocarcinoma: Segmentation of Glandular Structures,” Y. Peng, Y. Jiang, L. Eisengart, M.A. Healy, F.H. Straus and X.J. Yang, *Journal of Pathology Informatics*, 2011; 2:33.
3. “Pancreatic Resection Results in a Statewide Surgical Collaborative,” M. A. Healy, R. W. Krell, Z.M. Abdelsattar, L.E. McCahill, D. Kwon, T.L. Frankel, S. Hendren, D.A. Campbell, and S.L. Wong, *Annals of Surgical Oncology*, 2015 Aug; 22(8) 2468-74.

4. "Use of Positron Emission Tomography to Detect Recurrence and Associations With Survival in Patients With Lung and Esophageal Cancers." M.A. Healy, H. Yin, R.M. Reddy, S.L. Wong, *Journal of the National Cancer Institute*, 2016; 108(7): djv429.
5. "Multimodal cancer care in poor prognosis cancers: Resection drives long-term outcomes," M.A. Healy, H. Yin, S.L. Wong, *Journal of Surgical Oncology*, 2016; 113(6):599-604.
6. "Long-term Outcomes of Laparoscopic Versus Open Surgery for Clinical Stage I Gastric Cancer: The LOC-1 Study," M. Honda, N. Hiki, T. Kinoshita, H. Yabusaki, T. Abe, S. Nunobe, M. Terada, A. Matsuki, H. Sunagawa, M. Aizawa, M.A. Healy, M. Iwasaki, T.A. Furukawa, *Annals of Surgery*, 2016. DOI: 10.1097/SLA.0000000000001654
7. "Intraoperative Fluid Resuscitation Strategies in Pancreatectomy: Results from 38 Hospitals in Michigan." M.A. Healy, L.E. McCahill, M. Chung, R. Berri, H. Ito, S.H. Obi, S.L. Wong, S. Hendren, D. Kwon, *Annals of Surgical Oncology*, 2016. DOI 10.1245/s10434-016-5235-y
8. "Hospital and Payer Costs Associated With Surgical Complications," M.A. Healy, A. Mullard, D.A. Campbell, J.B. Dimick, *JAMA Surgery*, 2016. DOI: 10.1001/jamasurg.2016.0773
9. "Analysis of Prognostic Factors from 9387 Merkel Cell Carcinoma Cases Forms the Basis for the New 8th Edition AJCC Staging System." K.L. Harms, M.A. Healy, P. Nghiem, A.J. Sober, T.M. Johnson, C.K. Bichakjian, S.L. Wong, *Annals of Surgical Oncology*, 2016. DOI: 10.1245/s10434-016-5266-4
10. "Milestones for the Final Mile: Interspecialty Distinctions in Primary Palliative Care Skills Training," J.A. Harris, L.A. Herrel, M.A. Healy, L. Wancata, C.R. Perumalswami. *Journal of Pain and Symptom Management*, 2016. DOI: 10.1016/j.jpainsymman.2016.03.007
11. "Colon cancer operations at high- and low-mortality hospitals." *Surgery* 2016. M.A. Healy, T.R. Grenda, P.A. Suwanabol, H. Yin, A.A. Ghaferi, J.D. Birkmeyer, S.L. Wong. *Surgery*, DOI: 10.1016/j.surg.2016.04.035
12. "Insurance Status Is Linked With Variation in Survival and Metastatic Site Resection in Patients With Advanced Colorectal Cancer," MA. Healy, J.C. Pradarelli, R.W. Krell, S.E. Regenbogen, P.A. Suwanabol. *Diseases of the Colon & Rectum*, 2016 DOI: 10.1097/DCR.0000000000000684
13. "Variation in Primary Site Resection Practices for Advanced Colon Cancer: A Study Using the National Cancer Data Base," M.A. Healy, J.C. Pradarelli, R.W. Krell, S.E. Regenbogen, P.A. Suwanabol. *Am J Surg*, 2016 DOI: 10.1016/j.amjsurg.2016.06.003
14. "Lymph Node Ratio is Less Prognostic in Melanoma When Minimum Node Retrieval Thresholds are Not Met," M.A. Healy, E. Reynolds, M. Banerjee, S.L. Wong. *Annals of Surgical Oncology*, 2016 DOI: 10.1245/s10434-016-5473-z
15. "Variation in Medicare Expenditures for Treating Perioperative Complications: The Cost of Rescue," J.C. Pradarelli, M.A. Healy, N.H. Osborne, A.A. Ghaferi, J.B. Dimick, H. Nathan. *JAMA Surgery*, 2016 DOI: 10.1001/jamasurg.2016.3340
16. "Surgeon Variation in Complications with Minimally Invasive and Open Colectomy: Results from 46 Michigan

- Hospitals," M.A. Healy, S.E. Regenbogen, A.E. Kanters, P.A. Suwanabol, O.A. Varban, D.A. Campbell, J.B. Dimick, J.C. Byrn. *JAMA Surgery*, 2017 DOI: 10.1001/jamasurg.2017.1527
17. "Long-term Trends in Primary Sites of Gastric Adenocarcinoma in Japan and the United States," Honda M, Wong SL, Healy M.A., Nakajima T, Watanabe M, Fukuma S, Fukuhara S, Ayanian JZ. *J Cancer*, 2017 DOI: 10.7150/jca.19174
18. "The Association of Venous Thromboembolism Chemoprophylaxis Timing on Venous Thromboembolism After Major Vascular Surgery," Sutzko DC, Georgoff PE, Obi AT, Healy MA, Osborne NH. *J Vas Surg*, 2018 DOI: 10.1016/j.jvs.2017.06.087
19. "The Accuracy of Chemotherapy Ascertainment Among Colorectal Cancer Patients in the Surveillance, Epidemiology, and End Results Registry Program," Healy MA, Morris AM, Abrahamese P, Ward KC, Kato I, Veenstra CM. *BMC Cancer*. 2018 Apr 27;18(1):481. doi: 10.1186/s12885-018-4405-7.
20. "Surgeon Perspectives Regarding Death and Dying," Dillon BR, Healy MA, Lee CW, Reichstein AC, Silveira MJ, Morris AM, Suwanabol PA. *J Palliat Med*. 2019 Feb 22(2):132-137. doi: 10.1089/jpm.2018.0197.
21. "Screening High-Risk Populations for Colon and Rectal Cancers," Healy MA, Thirumurthi S, You YN. *J Surg Oncol*. 2019 Jul 31. doi: 10.1002/jso.25648
22. "Comment on 'A National Cancer Database Analysis of Microsatellite Instability and Pathologic Complete Response in Locally Advanced Rectal Cancer'," You YN, Rodriguez-Bigas MA, Das P, Healy M, Chiang YJ, George T, Vilar E. *Ann Surg*. 2020 Jan 14. doi: 10.1097/SLA.0000000000003785
23. "High Rate of Positive Circumferential Resection Margin in Colon Cancer: A National Appraisal and Call for Action," Healy MA, Peacock O, Hu CY, Bednarski BK, Messick C, Kaur H, Chang GJ. *Ann Surg*. 2020 Dec 22. doi: 10.1097/SLA.0000000000004682.
24. "Hepatocellular Carcinoma Recurrence Risk in the Context of Emerging Therapies," Healy MA, Choti MC. *Ann Surg Oncol*. 2022 May 5. Doi: 10.1245/s10434-022-11709-8.

Other Articles

1. "New Field Splitting Algorithms for Intensity-Modulated Radiation Therapy," D.C. Chen, C. Wang and M.A. Healy, *the Forty-eighth Annual Meeting and Technical Exhibition of the American Association of Physicists in Medicine (AAPM)*, Orlando, Florida, USA, July 30 – August 3, 2006. *Medical Physics* Vol. 33, No. 6, June 2006, p. 2206.
2. "A New Field Splitting Algorithm for Intensity-Modulated Radiation Therapy," D.C. Chen, M.A. Healy, C. Wang, and X. Wu, *Lecture Notes in Computer Science*, Vol. 4598, Springer Verlag, *Proc. of the 13th Annual International Computing and Combinatorics Conference (COCOON)*, Banff, Alberta, Canada, July 2007, pp. 4-15.
3. "Geometric Algorithms for the Constrained 1-D K-Means Clustering Problems and IMRT Applications," D.C. Chen, M.A. Healy, C. Wang, and B. Xu, *Lecture Notes in Computer Science*, Vol. 4613, Springer Verlag, *Proc. of the 1st International Frontiers of Algorithmics Workshop (FAW)*, Lanzhou, China, August 2007, pp. 1-13.
4. "Segmentation of prostatic glands in histology images," Y. Jiang, L. Eisengart, M.A. Healy, F.H. Straus, X.J. Yang, *IEEE International Symposium on Biomedical Imaging: From Nano to Macro*, 2011, Chicago, IL, USA, March 30 – April 2, 2011, pp. 2091-2094.

Abstracts (Last five years only)

1. "Higher Propensity for Nodal Metastases Among Young-Onset Rectal Cancers," M.A. Healy, B.K. Bednarski, C. Eng, P. Das, M.A. Rodriguez-Bigas, J.M. Skibber, H. Kaur, R. Ernst, G. Chang, Y. You, *The American Society of Colon and Rectal Surgeons 2019 Annual Scientific Meeting*, Cleveland, OH, USA, June 1-5, 2019.
2. "High Rate of Positive Circumferential Resection Margin in Colon Cancer: A National Appraisal and Call for Further Action," M.A. Healy, O. Peacock, C. Hu, B.K. Bednarski, C. Messick, Y. You, G.J. Chang. Submitted to SSO *2020 International Conference on Surgical Cancer Care*, Boston, MA, USA, March 25-28, 2020.

Book Chapters:

1. "Surgical Treatment Options for Stage IV Melanoma," I.H. Wei, M.A. Healy, and S.L. Wong, *Surg Clin North Am*, 2014 Oct;94(5):1075-1089.
2. "Strategies for Improving Surgical Quality," M.A. Healy and N.J. Birkmeyer, *Scientific American Surgery (formerly ACS Surgery)*, 2015.

Editorial and Review Activities:

Journal Reviewer - Journal of Clinical Oncology, Annals of Surgical Oncology, Journal of Surgical Oncology, World Journal of Surgery

Teaching:

Current Institution:

Supervisory Teaching

Advisory Committees

January 2021 – present – Member, Banner MD Anderson Surgical Oncology Education Committee

Direct Supervision

Residents and Fellows

July 2021 – present Teaching mentor to junior and senior residents from University of Arizona

Outside of Current Institution:

Formal Teaching

July 2011 – June 2018 Lecturer, Junior and Senior Resident Teaching Conferences
July 2014 – June 2018 Lecturer, Department of Surgery Death and Complications
January 2015 – April 2018 Lecturer, Grand Rounds, University of Michigan Department of Surgery

Supervisory Teaching

Advisory Committees

July 2017 – June 2018 Representative, University of Michigan Program Evaluation Committee
July 2011 – June 2014 Representative, Graduate Medical Education Committee, University of Michigan General Surgery Section

Direct Supervision

Graduate Student

July 2011 – June 2014 and July 2016 – June 2018; Multiple 2nd-4th year medical students

on clinical rotations

July 2014 – June 2016 Medical student research mentor

August 2018 - July 2019 – Medical student clinical rotation mentor

Residents and Fellows – July 2011 – July 2019 Teaching mentor to junior and senior residents

Professional Memberships/Activities:

Professional Society Activities, with Offices Held

Local/State

July 2014 – June 2018 Member of the Michigan Chapter, American College of Surgeons

August 2008 – June 2009 Vice President, University of Chicago Chapter, American Medical Association – Medical Student Section

August 2007 - June 2011 Member of the Illinois State Medical Society

August 2007 – June 2011 Member of the Chicago Medical Society

National and International

2021 – Member of the Society for Surgery of the Alimentary Tract

2015 - Member of the American Society of Colon & Rectal Surgeons

July 2014 - Member of the Society of Surgical Oncology

July 2011 - Member of the American College of Surgeons

August 2008 – June 2009 Voting Delegate for University of Chicago, American Medical Association – Medical Student Section

July 2007 - Member of the American Medical Association

June 2007 - Member of Upsilon Pi Epsilon, International Honor Society for the Computing and Information Disciplines

Other

October 2015 Runner, 2015 Bank of America Chicago Marathon, Chicago, IL

October 2014 Runner, 2014 Bank of America Chicago Marathon, Chicago, IL

November 2014 Runner, 2014 Detroit Free Press/Talmer Bank Marathon, Detroit, MI and Windsor, ON, CAN

January 2009 Runner, 2009 Walt Disney World Marathon, Lake Buena Vista, FL

October 2008 Runner, 2008 Bank of America Chicago Marathon, Chicago, IL

August 2003 – June 2007 Disc Jockey, WVFI Notre Dame Campus Radio (wvfi.nd.edu)

August 2006 – June 2007 Student Senator, University of Notre Dame Student Senate

Updated 9/2023

Board Paper: Personnel, Pension and Investment Committee

Agenda Item: **Consider Recommendation for Board Approval of (i) Findings Supporting Recruitment of Amanda Jackson, MD, (ii) Contract Terms for Dr. Jackson’s Recruitment Agreement, and (iii) Contract Terms for Dr. Jackson’s Pediatrics Professional Services Agreement**

Executive Sponsor: Allen Radner, MD, Interim President/CEO, Salinas Valley Health
Orlando Rodriguez, MD, Interim CMO, Salinas Valley Health Clinics
Molly Heacox, Director of Clinic Services, Salinas Valley Health

Date: April 15, 2024

Executive Summary

In consultation with members of the medical staff, Salinas Valley Health (SVH) executive management has identified the recruitment of physicians specializing in **pediatrics** 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 Pediatrics was recommended as a top priority for recruitment. In addition, the recruitment of a pediatrician to Taylor Farms Family Health & Wellness Center (TFFH&WC) will provide additional access to the underserved pediatric patient population in South Monterey County.

The recommended physician, **Amanda “Mandy” Jackson, MD**, received her Doctor of Medicine degree at Morehouse School of Medicine in Atlanta Georgia and completed her pediatric residency at the University of Chicago Comer Children’s Hospital. After completing her training in 2005, Dr. Jackson practiced pediatric and family medicine in Salinas and Soledad until 2022 before moving to Wisconsin to be close to her aging parents. Dr. Jackson is relocating back to Soledad and plans to join TFFH&WC in July of 2024. Dr. Jackson is certified by the American Board of Pediatrics, holds a California medical license, and is fluent in Spanish.

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:

- **Professional Services Agreement (PSA)**. Contracted physician under a PSA with Salinas Valley Health and a member of Salinas Valley Health Clinics practicing at Taylor Farms Family Health & Wellness Center. Pursuant to California law, physician will not be an employee of SVH or SVH Clinics but rather a contracted physician.
- **Term**: PSA is for a term of two years, with annual compensation reported on an IRS W-2 Form.
- **Base Compensation**: \$250,000 per year.
- **Productivity Compensation**: To the extent it exceeds the base salary, physician is eligible for work Relative Value Units (wRVU) productivity compensation at a \$51.00 wRVU conversion factor.
- **Benefits**. Physician will be eligible for standard SVH Clinics physician benefits:
 - ❖ Access to SVH Health Plan for physician and qualified dependents. Premiums are projected based on 15% of SVH cost.
 - ❖ Access to SVH 403(b) and 457 retirement plans. Five percent base contribution to 403(b) plan that vests after three years. This contribution is capped at the limits set by Federal law.
 - ❖ Four weeks (20 days) of time off each calendar year.
 - ❖ Continuing Medical Education (CME) annual stipend in the amount of \$2,400 paid directly to physician and reported as 1099 income.
- **Professional Liability Insurance**. Professional liability is provided through BETA Healthcare Group.

2. **Recruitment Agreement** that provides a recruitment incentive of \$30,000, which is structured as forgivable loan over two years of service.

Meeting our Mission, Vision, Goals

Strategic Plan Alignment:

The recruitment of Dr. Jackson is aligned with our strategic priorities the quality, finance, and growth 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 improving 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. Jackson to Salinas Valley Health Clinics has been identified as a need for recruitment while also providing additional resources and coverage for Taylor Farms Family Health & Wellness 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 Amanda Jackson, MD;**
 - That the recruitment of a pediatrician 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. Jackson; and**
3. **The Contract Terms of the Pediatrics Professional Services Agreement for Dr. Jackson.**

Attachments

- Curriculum Vitae for Amanda Jackson, MD

Amanda (Mandy) Jackson, MD, MPH

Curriculum Vitae 2024

INTENT

To work as a primary care pediatrician in the Salinas Valley Health Taylor Farms Family Health & Wellness Center. To provide excellent, quality primary care for our underserved population in the Salinas Valley, aiming to achieve health equity for all.

FORMAL EDUCATION

Undergraduate

1995 Bachelor of Arts in Chemistry and Music
Emory College at Emory University
Atlanta, Georgia

Graduate/Medical School

2002 Doctor of Medicine
Morehouse School of Medicine
Atlanta, Georgia

Residency

2002-2005 Pediatric Residency Program
University of Chicago Comer Children's Hospital
Chicago, Illinois

Postgraduate

2004 Master of Public Health, Prevention Sciences
Rollins School of Public Health at Emory University
Atlanta, Georgia

Medical or Other Professional Licensure

2002 Global Health Action, Completion of Transformation for Health course

2007 American Board of Pediatrics, Board Certified

2022-present Medical License, State of Wisconsin

2005-present Medical License, Medical Board of California

CURRENT POSITIONS

2022-present Clinical Associate Professor and Pediatrician, Department of Pediatrics
Divisions of Child Protection and General Pediatric and Adolescent Medicine
University of Wisconsin School of Medicine and Public Health,
Madison, Wisconsin

Amanda (Mandy) Jackson, MD, MPH

Curriculum Vitae 2024

PAST POSITIONS

- 2005-2014 General Pediatrician
Clinica de Salud del Valle de Salinas
Salinas, Soledad, and Greenfield, California
- 2005-2022 Pro Bono Screener
Bi-Annual Health Fairs at Camphora/Jimenez Labor Camps
Soledad, California
- 2006-2010 Pediatrician, Family Medicine
Natividad Medical Center
Salinas, California
- 2010-2011 Founder and Coordinator
Dorothy's Place Women Alive!
Salinas, California
- 2014-2022 General Pediatrician
Soledad Medical Clinic
Soledad, California

HONORS AND AWARDS

- 2003 CATCH Grant recipient, University of Chicago Children's Hospital
- 2004 Resident of the Year Award, La Rabida Children's Hospital
- 2005 Sam H. Gould Award for Excellence in Continuity of Care, University of Chicago Comer Children's Hospital
- 2007 Recognition of Appreciation for efforts reflecting positively and professionally regarding Joint Commission Unannounced Survey, Clinica de Salud del Valle de Salinas
- 2010 You're Amazing Award, Dorothy's Place, Franciscan Workers of Junipero Serra
- 2014 Recognition of Exemplary Service and Education, Clinica de Salud del Valle de Salinas
- 2020 Employee of the Year, Steven Pritt's Whistle & Smile Award, Soledad Medical Clinic
- 2021 Certificate of Appreciation for contribution to California State University of Monterey Bay Master of Science Physician Assistant Program
- 2021 Employee of the Year, Steven Pritt's Whistle & Smile Award, Soledad Medical Clinic
- 2022 California State Legislature Certificate of Recognition, Soledad Community Health Care District

Amanda (Mandy) Jackson, MD, MPH

Curriculum Vitae 2024

2022 City Council and Mayor from City of Soledad Service Recognition and Proclamation, for being a positive force of change for good health, a selfless giver, having a general outlook of health as social justice, and advocating for all children's academic progress in order to ensure having an adult life without poverty.

PROFESSIONAL SOCIETIES AND MEMBERSHIPS

2002 American Academy of Pediatrics, Member
2002 American Medical Association, Member

SERVICE ACTIVITIES

1996 United States Peace Corps
Ghana, West Africa

2005-2011 Co-Founder, Co-Facilitator
Dorothy's Place/Women Alive!
Shelter and Pro Bono Weekly Women's Health Clinic
Salinas, California

2005-2022 Co-Facilitator
Youth Alive!
Camphora/Jimenez Labor Camp
Soledad, California

2022-present DEI Champion, Child Protection Program, University of Wisconsin

PROFESSIONAL INTERESTS

General Pediatric and Adolescent Medicine

Diversity, Equity, and Inclusion

Advocacy for Community Health and Empowerment

Immigration Health

Teaching and Precepting

PERSONAL INTERESTS

Family activities: Soledad, CA; Madison, WI; Las Jicamas, GTO, Mexico

Gardening

Hiking

Walking

Bicycling

Sustainable living

SVMHS Defined Benefit Pension Plan Performance

As of 12/31/2023

Creative Planning Retirement Services



SVMHS Pension Plan

- Two types of investment fiduciary:
 - 3(21) and 3(38)
 - What’s the difference?
 - Creative Planning is currently engaged as a 3(38) investment fiduciary
- Investment changes:
 - Move from a hybrid approach to investing (passive and active management) to a passive only strategy
 - Rebalanced to the following allocations:

Investment	Asset Allocation
Vanguard Short Term Bond Index I	5%
Vanguard Total Bond Market Index I	30%
Vanguard Total Stock Market Index I	60%
Vanguard Real Estate Index I	5%

SVMHS Pension Plan

- Timing of changes:
 - New investments added to plan on 4/11/2024
 - Old investment closed in plan on 4/11/2024
 - Asset rebalance on 4/12/2024
- Transamerica will provide an asset reconciliation by Wednesday, 4/17/2024
- March 31, 2024 investment reporting will include old asset allocation and investments since changes took place after March 31, 2024.
- June 30, 2024 investment report will reflect new investment lineup and asset allocation
- Updated Investment Policy Statement (IPS)
 - Purpose of IPS
 - Updates: Change from Lockton to Creative Planning, eliminate unnecessary language, generalized performance and liquidity section, and stressing Creative Planning makes changes using input from the Personnel Pension and Investment Committee



Salinas Valley Memorial Health Care District Employees Pension Plan

INVESTMENT POLICY STATEMENT – **REDLINED**

Salinas Valley Memorial Health Care District Employees Pension Plan

INVESTMENT POLICY STATEMENT

Background

The Salinas Valley Memorial Health Care District Employees Pension Plan (the “Plan”) is a defined benefit pension plan maintained by Salinas Valley Memorial Health Care District (“Plan Sponsor”) for eligible employees in accordance with the terms, conditions, and provisions of the Plan, as set forth in the plan documents.

The Plan is a qualified employee benefit plan intended to comply with applicable federal and state laws and regulations, including the Internal Revenue Code (“IRC”), as amended. Notwithstanding any provision of this Investment Policy Statement, if any term or condition of this Investment Policy Statement conflicts with the IRC or any term or condition in the Plan, IRC and the terms and conditions of the Plan shall control.

Roles and Responsibilities

Those responsible for the management and administration of the Plan’s investments include, but are not limited to:

- Salinas Valley Memorial Health Care District is responsible for:
 - Selecting the trustee(s)
 - Hiring the recordkeeping and/or investment advisory consultants
 - Appointing [Creative Planning Lockton Investment Advisors, LLC \(“LIA”\)](#) as having discretionary authority and management over the investment options found in the Plan’s fund lineup and monitoring [LIA’s Creative Planning’s](#) provision of such services
- The Plan Service Provider ([currently Transamerica](#)) will provide the Plan’s investment options, provide administration of investments held in the trust, receive

contributions, make distributions in accordance with the appropriate instructions and keep accounts and records of financial transactions of the trust.

- The Plan's actuary will provide [LIA-Creative Planning](#) with the Plan's funded status no less than annually in a timely manner, ~~as required to execute the asset allocation strategy in Attachment A.~~ The actuary may use estimates or projections consistent with generally accepted actuarial standards and procedures.
- [Creative Planning LIA](#) will be primarily responsible for:
 - Preparing, maintaining and amending this IPS
 - Determining the guidelines for selecting investments
 - Selecting investments
 - Ensuring a documented, prudent process is being used to select, monitor and replace plan investments
 - ~~Performing gap analysis to determine if the plan is offering appropriate number and style of investments, including target retirement and asset allocation funds~~
 - Conducting thorough analysis of plan investments versus benchmark and peer group
 - Preparing ongoing investment reviews monitoring performance, risk, style drift and expenses of each fund option versus its peers
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Investment Policy Statement Changes

~~Creative Planning LIA~~ and the [Personnel Pension and Investment Committee](#) will review this Investment Policy Statement on a periodic basis to determine the continued feasibility of achieving its investment objectives. It is not expected that this Investment Policy will change frequently. In particular, short-term changes in the financial markets will not require adjustments to this Investment Policy Statement. However, [Creative Planning LIA](#), ~~in its sole discretion with input from the Personnel Pension and Investment Committee~~, may amend this Investment Policy Statement at any time.

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~~LIA~~ [The Personnel Pension and Investment Committee](#) selects the asset allocation and has selected a target asset allocation as defined in Attachment A. [The Personnel Pension and Investment Committee](#) also selects the investment style (e.g. passive versus active

management). LIA's The Personnel Pension and Investment Committee's asset allocation strategy is predicated on meeting its objective, as set forth above, with a desire to effectively manage funded status volatility and mitigate undue risk exposure, taking into consideration the outlined objectives and constraints discussed below.

Performance Expectations

~~The portfolio return objective is a long-term rate of return on assets which will equal the Expected Return on Assets assumption used for purposes of Accounting Standards Codification 715. The target asset allocation is designed to meet this return objective while working within the risk tolerance and other constraints of the plan. Creative Planning uses historical asset class returns as the base of its assumptions regarding future expectations of asset class returns. Future experience may vary greatly from these historical norms. The portfolio return objective is a long-term rate of return on assets of at least 7.5%. The return objective was determined by considering the Expected Return on Assets assumption used for purposes of Accounting Standards Codification 715 among other factors. The target asset allocation is designed to meet this return objective while working within the risk tolerance and other constraints of the plan. LIA uses historical asset class returns as the base of its assumptions regarding future expectations of asset class returns. Future experience may vary greatly from these historical norms.~~

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Willingness to Accept Risk

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Liquidity

Assets shall be allocated to provide adequate liquidity for the Plan's disbursements, such as benefit payments and ongoing expenses. The Plan's assets are managed such that all retirement benefits are met as they become due. To achieve the desired liquidity, the asset allocation reflects an allocation to short term investments and additional portfolio holdings may cover any liquidity needs the plan may encounter.

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Time Horizon

The Plan's asset allocation strategy encompasses a desire to achieve and maintain a fully funded status over the appropriate period of time, balancing Company contribution requirements with potential market risks. Company objectives and time horizon may be influenced by alternatives for the Plan, such as those listed in the Unique Circumstances section below.

Rebalancing

Rebalancing reviews generally take place quarterly, or at a frequency determined as appropriate by [Creative Planning and the Personnel Pension and Investment Committee LIA](#).

Unique Circumstances

There are no unique circumstances affecting the asset allocation strategy for the Plan.

Investment Objectives

Investments shall be selected and monitored in a manner designed to meet asset allocation strategy. An analysis of plan liabilities, projected liquidity needs and assets will be used in determining the Plan's long-term investment strategy. [Creative Planning LIA](#) intends to utilize a range of investments to achieve the asset allocation strategy.

Selection

[Creative Planning LIA](#), with input from the Personnel Pension and Investment Committee will evaluate and choose investments for each of the selected asset classes they deem appropriate for the Plan.

The investment options selected should meet the following criteria:

- be a bank, insurance company or investment management company or an investment adviser registered under the Investment Advisers Act of 1940;
- be in good standing with regulators and clients;
- have a history of managing the option or a similar option with documented history, typically no less than three years;
- demonstrate stability and financial soundness; and
- have total net assets in the strategy of a reasonable amount sharing the same portfolio management team and having similar investment objectives and holdings.

In selecting the Plan's investments in accordance with the stated asset allocation strategy, [Creative Planning-LIA](#) shall consider some or all of the following criteria, as it deems appropriate:

- Investment objective
- Performance as compared to a stated benchmark and/or an appropriate peer group(s)
- Risk measures versus that of the benchmark and/or peer group
- Risk-adjusted performance versus that of the benchmark and/or peer group;
- Style Consistency versus that of the benchmark and/or peer group
- Organizational structure and stability of personnel

Occasionally, an option may be selected which does not meet all of the selection criteria but fits or maintains a particular investment or Plan objective.

Monitoring

[Creative Planning-LIA](#) will monitor the selected investments on a regular basis, but no less than annually, by utilizing the same framework that was the basis of the selection decision. The monitoring will allow [Creative Planning-LIA](#) to revisit the investment selection process and confirm that the criteria originally satisfied remains so and that each investment option continues to be a prudent offering. [Creative Planning-LIA](#) will:

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Termination

At its discretion, Creative Planning LIA, with input from the Personnel Pension and Investment Committee may decide to terminate a fund or identify a replacement fund for any funds that do not meet the desired criteria.

Unique Circumstances

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ATTACHMENT A: ASSET ALLOCATION STRATEGY

Creative Planning LIA will target the following as part of its long-term asset allocation strategy:

Fixed Income Allocation 35%

<u>Short Term Bond Index</u> Cash	52%
Fixed Income <u>Short Term Total Bond Market</u>	30%
Fixed Income <u>Index</u>	14%
Fixed Income <u>Core Plus</u>	12%
Fixed Income <u>Multi Sector</u>	4%
Total Fixed Income	35%

Equity Allocation 65%

Domestic: 39%

<u>Real Estate Index</u>	5%
<u>Total Stock Market Index</u>	60%
<u>Total Equity</u>	65%
<u>Large Cap</u>	29%
<u>Small/ Mid Cap Blend</u>	10%
Total Domestic Equity	39%

International: 21%

<u>International Blend</u>	21%
Total International Equity	21%

Real Estate Allocation 5%

<u>REIT</u>	5%
Total Real Estate	5%

Total Assets.....**100%**

COMMITTEE RECOMMENDATION

Consider recommendation for Board of Directors approval of the updated Investment Policy Statement for the Salinas Valley Memorial Healthcare District Employees Pension Plan as presented.

Questions/Comments?



Salinas Valley Memorial Health Care District Employees Pension Plan

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Salinas Valley Memorial Health Care District Employees Pension Plan

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FINANCE COMMITTEE

*Minutes 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 Approval of the Lease Agreement Amendment One between Salinas Valley Memorial Healthcare System (SVMHS) and Uni-Kool Partners for Parking Located at 241 Abbott Street, Salinas, CA (70,000 sq. ft. supplementation of current leased space).

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

Date: April 22, 2024

Executive Summary

As part of the strategy to relieve vehicle-parking shortages at and around the hospital site, a recommendation is presented to extend the lease an 87,120 sq. ft. parking lot located at 241 Abbott Street, to ensure that we maintain adequate patient and visitor parking at and around the hospital campus in addition to ensuring the availability of parking at the surrounding clinic offices.

Background/Situation/Rationale

SVMHS currently leases 157,120 sq. ft. of parking space at 241 Abbott Street which accommodates 441 parking spaces, through two lease agreements for adjoining lots (Lot A – 87,120 sq ft, Lot B – 70,000 sq ft). These lease agreements were initiated to support vehicle parking at and around the hospital campus during the construction of the DRC Annex in addition to 355 Abbott (Primecare / Diabetes and Endocrine Center) which does not meet the then current demand (defined by the city of Salinas).

- Lot A – 230 Spaces currently on a month to month agreement
- Lot B – 211 Spaces, currently in the second year of a 5 year lease
 - Requires an easement through Lot A, to access.

With construction of the Downing Resource Center Parking Garage Annex completed SVH entered into negotiations with Uni-Kool Partners to exit the five year lease for Lot B, while committing to a five year lease extension for Lot A exercising the previously approved extension clause in alignment with the language proposed in the original lease agreement.

Reducing the overall square footage outlined in the current leases, reduces the organization’s annual expense by \$117,600, while maintaining adequate off-site parking for clinic staff who work around the hospital campus as well as Primecare.

Pillar/Goal Alignment:

Service People Quality Finance Growth Community

Financial Implications

The essential terms of the proposed Lease are as follows:

Key Contract Terms	Uni-Kool Partners
1. Proposed effective date	May 1, 2024
2. Term of agreement	Five (5) years with 1 option to extend, for five (5) years commencing May 1, 2024
3. Renewal terms	N/A
4. Cost	70,000 square feet at \$0.14 / sq. ft. at the cost of \$711,068.40 over the duration of initial contract (\$11,851.14 month / \$142,213.68 annually)
5. Budgeted (indicate y/n)	Yes

Schedule:

March 2024 – Negotiations completed
May 2024 – Anticipated Start Date of Parking Space Lease.

Recommendation

Consider Recommendation for Board Approval of the Lease Agreement Amendment One between Salinas Valley Memorial Healthcare System and the Uni-Kool Partners for 87,120 square feet of finished parking area located at 241 Abbott Street, Salinas, CA 93901, at the annual rate of \$142,213.68 for a 5 year term.

Attachments

- Amendment One – Lot A
- Lease Termination – Lot B

**AMENDMENT ONE TO STANDARD INDUSTRIAL/COMMERCIAL
SINGLE-TENANT LEASE - GROSS**

This Amendment One is entered into this ___st day of May ___, 2024 by and between THE UNI-KOOL PARTNERS as “Lessor” and SALINAS VALLEY MEMORIAL HEALTHCARE SYSTEM, a California Health Care District operating as SALINAS VALLEY HEALTH as “Lessee” pertaining to the real property and improvements located at 241 Abbott Street, Salinas, California.

Recitals

WHEREAS, Lessor and Lessee entered into a Standard Industrial/Commercial Single-Tenant Lease on February 18, 2018 (hereinafter “Lease Agreement”) concerning the Premises located at 241 Abbott Street and further described as 87,120 square feet of finished parking area as reflected on Exhibit “A” to the Lease Agreement and to this Amendment; and

WHEREAS, in accordance with the terms of the Lease, Lessee had an option to extend the term of the lease for a period of five (5) years, which Lessee failed to exercise; and

WHEREAS, as a result of the non-exercise of the option to extend the Lease, Lessee’s term was converted to a month-to-month tenancy; and

WHEREAS, the parties have agreed to enter into an extended Term for a period of Five (5) years, and

WHEREAS, Lessor is in the process of development its real property which will have temporary and long-term impacts to the Premises; and

WHEREAS, the parties desire to enter into an Amendment to the Lease extending the term, modifying the base rent and addressing the short-term and permanent changes to the Premises; and

THEREFORE, the parties agree to the following Amendment One to the Lease Agreement:

Agreement

1. The lease term shall be extended for a period from May 1, 2024 to April 30, 2029 (hereinafter “Extended Term”).
2. The Base Rent as specified in Article 3 of the Lease Agreement shall be modified to a fixed rate of \$11,851.14 per month for the Extended Term.
3. In the event Lessor needs to reduce allowable parking spaces located at 241 Abbott Street, the Lessor will provide the Lessee with the equivalent number of spaces in an adjacent location.
4. The parties agree that there shall be no further Options to Extend the Lease pursuant to Section 52 of the Lease Agreement.
5. Contingencies. This Amendment One shall be contingent upon the following:
 - a. Approval of the Board of Directors of Salinas Valley Memorial Healthcare System; and

- b. Execution of a Termination of Lease Agreement between Lessor and Lessee, dated March 1, 2022 pertaining to an additional 70,000 square feet of parking immediately adjacent to the Premises described herein.

6. Lessee agrees that the property is in good current condition and does not require any improvements and repairs at this time.

7. All remaining terms and conditions of the Lease Agreement, as amended, will remain in full force and effect.

LANDLORD

TENANT

THE UNI-KOOL PARTNERS

SALINAS VALLEY MEMORIAL
HEALTHCARE SYSTEM

By: Steve Kovacich, General Manager

By: Dr. Allen Radner, M.D.,
Interim President/CEO

AGREEMENT TO TERMINATE LEASE

This AGREEMENT TO TERMINATE LEASE is entered into this ___st day of May __, 2024 by and between THE UNI-KOOL PARTNERS as “Lessor” and SALINAS VALLEY MEMORIAL HEALTHCARE SYSTEM, a California Health Care District operating as SALINAS VALLEY HEALTH as “Lessee” pertaining to the real property and improvements located at 341 Abbott Street, Salinas, California.

Recitals

WHEREAS, Lessor and Lessee entered into a Lease Agreement entitled “Abbott Street Lease” on March 1, 2022 (hereinafter “Lease Agreement”) concerning the Premises located at 241 Abbott Street and further described as 70,000 square feet of finished parking area described as the “Extended Parking Area” located “adjacent to the Blue Lot” which is subject to a separate lease agreement (“Blue Lot Agreement”) between the parties; and

WHEREAS, the parties have negotiated to extend the lease for the Blue Lot to meet the System’s immediate needs for off-site parking for its employees; and

WHEREAS, the term of the Lease Agreement for the Extended Parking Area is for approximately three (3) additional years, ending February 28, 2027; and

WHEREAS, the parties desire to terminate the Lease Agreement for the Extended Parking Area early.

THEREFORE, for good consideration, the parties agree to the following:

Agreement

1. The term of the Lease Agreement lease shall terminate May 1, 2024.
2. Lessee shall remove all items of personal property, and Lessor shall erect a fence limiting any access to Lessee, its employees and agents, to access the Extended Parking Area.

LESSOR

LESSEE

THE UNI-KOOL PARTNERS

SALINAS VALLEY MEMORIAL
HEALTHCARE SYSTEM

By: Steve Kovacich, General Manager

By: Dr. Allen Radner, M.D.,
Interim President/CEO

Board Paper: Finance Committee

Agenda Item: Consider Recommendation for Board Approval of Valet Services Agreement with Corinthian International Parking Services, Inc.

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

Date: April 4, 2024

Executive Summary

Salinas Valley Memorial Healthcare System (SVH) is replacing the Health Care Security Services of California (HSS) service agreement for Valet services for hospital patients and visitors. HSS is exiting this line of service effective June 1, 2024 as previously notified. SVH is entering into a contract for Valet services with Corinthian International Parking Services, Inc.

Background/Situation

HSS notified SVH that they would be exiting the Valet services arena effective June 1, 2024. SVH created a Request For Proposal search for suitable vendors for Valet services. That search identified Corinthian International Parking Services, Inc., as a replacement partner for Valet services here at SVH. Valet services are needed to alleviate the parking burden imposed on all hospital patients/visitors and to help improve the SVH patient experience.

Timeline/Review Process to Date:

05/31/2024: Current Contract Expires

04/14/2024: Board Finance Committee Review

04/25/2024: Board Committee Review

06/01/2024: Commence Corinthian International Parking Services Agreement

Strategic Plan Alignment:

Provide staff, patients, and visitors with a safe work environment/health care setting by providing patients and visitors with better access to parking

Pillar/Goal Alignment:

Service People Quality Finance Growth Community

Financial/Quality/Safety/Regulatory Implications:

Key Contract Terms	Vendor: Corinthian International Parking Services, Inc.
1. Proposed effective date	6/01/2024
2. Term of agreement	6/01/2024 – 5/31/2027
3. Renewal terms	No Automatic Renewal. Renewal terms to be renegotiated prior to end of contract (5/31/2027).
4. Termination provision(s)	May be terminated upon thirty (30) days' prior written notice by either party, with or without stating a cause or reason.
5. Payment Terms	Net 45
6. Annual cost	Year One: \$715,513; Year Two: \$736,908; Year Three: \$759,166
7. Budgeted (indicate y/n)	No (FY2024) / Yes (FY2025)

VALET SERVICES		Change
Current	\$538,039	
Year 1	\$715,513	33%
Year 2	\$736,908	3%
Year 3	\$759,166	3%
Total	\$2,211,587	

Recommendation

Consider Recommendation for Board Approval of Valet Service Agreement between Salinas Valley Memorial Healthcare System and Corinthian International Parking Services, Inc. for three years in the amount of \$2,211,587.

Attachments

(1) Independent Contractor Agreement for Professional Services (Corinthian International Parking Services, Inc.)

INDEPENDENT CONTRACTOR AGREEMENT
FOR PROFESSIONAL SERVICES

This Independent Contractor Agreement (“Agreement”) is entered into and effective **June 1, 2024** (“Effective Date”), by and between **Salinas Valley Memorial Healthcare System**, a local health care district organized and operated pursuant to Division 23 of the California Health & Safety Code, operating as Salinas Valley Health (“SVMHS”), and **Corinthian International Parking Services, Inc.** (“Contractor”).

RECITALS

- A. SVMHS is the owner and operator of Salinas Valley Health Medical Center, an acute care facility located at 450 East Romie Lane, Salinas, California (“Hospital”).
- B. Contractor provides valet parking services.

SVMHS and Contractor hereby agree to the following terms and conditions:

ARTICLE 1. SERVICES TO BE PERFORMED BY CONTRACTOR

- 1.1 **Services.** Contractor shall perform the services set forth in Exhibit A of this Agreement and such other services as mutually agreed upon with SVMHS from time to time (“Services”). Contractor agrees to consult with SVMHS regarding the methods and means for carrying out the Services to the extent that such Services might impact the Hospital’s obligations or operations.
- 1.2 **Performance of Services.** SVMHS shall not have or exercise any control or direction over the methods by which Contractor shall perform its Services under this Agreement. The sole interest of SVMHS is to assure that Contractor’s Services are performed and administered in a competent, efficient and satisfactory manner. The Services provided by Contractor under this Agreement are intended to be non-exclusive in nature, and both parties expressly reserve the right to contract with other entities for the same or similar services.
- 1.3 **Independent Contractor.** In the performance of Services under this Agreement, it is mutually understood and agreed that the parties to this Agreement are at all times acting and performing as independent contractors, and nothing in this Agreement shall be construed to create between SVMHS and Contractor an employer/employee relationship or a joint venture relationship. No offer or obligation of permanent employment with SVMHS is intended or implied in any manner by this Agreement. Contractor understands and agrees that Contractor is not entitled to and shall not receive any healthcare, retirement, workers’ compensation or other benefits available to SVMHS employees.

ARTICLE 2. COMPENSATION

- 2.1 **Fees for Services.** Contractor’s fee for Services provided pursuant to this Agreement is as specified in Exhibit A, paid on a monthly basis. Contractor’s fee for Services will be fixed for the term of this Agreement or until modified by written agreement of the parties to this Agreement.
- 2.2 **Payment of Contractor Invoices.** Contractor will invoice SVMHS for Services provided under this Agreement on a monthly basis and shall include total hours worked and detail of Services provided. Contractor’s invoices are payable by SVMHS within forty-five (45) days of receipt by SVMHS of a complete invoice.
- 2.3 **Reimbursements.** SVMHS shall have no obligation to reimburse Contractor for reasonable business expenses incurred by Contractor during the course of performing Services under this Agreement (including, but not limited to, training, travel expenses, mileage, transcription services).

ARTICLE 3. TERM AND TERMINATION

- 3.1 Term. This Agreement is effective and shall commence on the Effective Date first set forth above, and will continue for a period of three (3) years, unless earlier terminated pursuant to the terms of this Agreement.
- 3.2 Automatic Termination. This Agreement shall terminate automatically on the occurrence of any of the following events: (i) upon the bankruptcy or insolvency of either party; or (ii) upon thirty (30) days' prior written notice by either party, with or without stating a cause or reason.

ARTICLE 4. COMPLIANCE

- 4.1 Compliance with Laws, Rules and Regulations, Compliance Program. Contractor shall provide Services in strict accordance with all applicable state and federal laws and regulations, accreditation requirements, SVMHS rules, regulations, policies and procedures, without limitation. Contractor shall comply with the SVMHS Compliance Program ("Program") and any Program policies and procedures, as applicable to the Services provided under this Agreement.
- 4.2 Patient Record Confidentiality. While access of patient medical records is not anticipated under this Agreement, Contractor may have access to medical records and other information regarding patients of Hospital ("Protected Health Information") while providing Services under this Agreement. Contractor may not use or disclose Protected Health Information at any time. Contractor shall maintain the confidentiality of all Protected Health Information in accordance with all applicable federal, state and local laws and regulations, including, but not limited to, the California Confidentiality of Medical Information Act and the Federal Health Insurance Portability and Accountability Act of 1996, and regulations from time to time promulgated thereunder ("HIPAA").
- 4.3 Metrics. Contractor acknowledges that, in accordance with regulatory and accreditation requirements, the quality of Services provided will be evaluated by SVMHS in accordance with established indicators/metrics, and shall include data reporting requirements by Contractor. Under this Agreement, Contractor shall provide the following data to SVMHS:
- 4.3.1 On a quarterly basis, data regarding the ratio of vehicles parked relative to labor hours worked.
- 4.3.2 On a quarterly basis, data regarding customer satisfaction survey responses.

ARTICLE 5. OBLIGATIONS OF CONTRACTOR

- 5.1 Insurance Coverage. Contractor shall maintain in effect throughout the term of this Agreement:
- 5.1.1 General Liability Insurance in the amount of \$1,000,000 per occurrence and \$3,000,000 annual aggregate;
- 5.1.2 Comprehensive Automobile Liability Insurance in the amount of \$100,000 per occurrence and \$300,000 annual aggregate covering all motor vehicles, including owned, leased, non-owned, and hired vehicles that are or will be used in providing Services under this Agreement, with coverage that complies with California statutory insurance requirements.

Evidence of insurance coverage shall be submitted to SVMHS as of the Effective Date of this Agreement.

- 5.2 Indemnification. Contractor shall indemnify and hold harmless SVMHS, its officers, directors, agents, and employees from and against any and all claims, liabilities, and losses occurring or resulting to any person or entity for damage, injury, or death, to the extent such claims, liabilities, or losses arise out

of, are alleged to arise out of, or are connected with the wrongful, willful or negligent act or omission of the Contractor or its agents in the performance of this Agreement.

- 5.3 Contractor Not Excluded. Contractor warrants that, to its knowledge, neither Contractor nor its employees or agents performing services under this Agreement have been excluded from participation in federal or state healthcare programs. If an employee/agent performing services under this Agreement is excluded, Contractor will replace that employee/agent within a reasonable time. If Contractor is excluded, SVMHS may terminate this Agreement, without penalty and with applicable refund, upon written notice to Contractor.

ARTICLE 6. RECORDS AND CONFIDENTIALITY

- 6.1 Confidentiality. Contractor shall comply with any and all federal, state, and local laws that provide for the confidentiality of records and other information. Contractor shall not disclose any confidential records or other confidential information received from the Hospital or prepared in connection with the performance of this Agreement unless Contractor is specifically authorized in writing to disclose such records or information. Contractor shall promptly transmit to SVMHS any and all requests for disclosure of any such confidential records or information. Contractor shall not use any confidential information gained by Contractor in the performance of this Agreement except for the sole purpose of carrying out Contractor's obligations under this Agreement.
- 6.2 Access to Records. SVMHS shall have the right to examine and audit all records and documents of Contractor and its subcontractors related to services provided under this Agreement. In accordance with Section 952 of the Omnibus Reconciliation Act of 1980, Contractor agrees that the books and records of Contractor will be available to the Secretary of Department of Health and Human Services and the Comptroller General of the United States, or their duly authorized representatives, for four (4) years after termination of this Agreement. In the event that any of the Services to be performed under this Agreement are performed by any subcontractor of Contractor at a value or cost of \$10,000 or more over a twelve (12) month period, Contractor shall comply and assure that such subcontractor complies with the provisions of Section 952 of the Omnibus Reconciliation Act of 1980. This Section shall be of no force and effect if it is required by law.
- 6.3 Exclusive Property of SVMHS. All data, files, records, documents, specifications, promotional materials and similar items relating to the business of SVMHS, whether prepared by or with the assistance of Contractor or otherwise coming into Contractor's possession shall remain the exclusive property of SVMHS and shall not be removed from SVMHS' facilities under any circumstances without the prior written consent of SVMHS.
- 6.4 Return of Records. When this Agreement expires or terminates, Contractors shall return to SVMHS any SVMHS or Hospital records which Contractor utilized or received from or through SVMHS to perform Services under this Agreement.

ARTICLE 7. GENERAL PROVISIONS

- 7.1 Entire Agreement/Amendment. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter. This Agreement supersedes all prior agreements, representations and understandings of the parties pertaining to subject matter of this Agreement. No amendment or modification of this Agreement shall be binding unless in writing and signed by the parties.
- 7.2 Waiver. Any waiver of any term or condition of this Agreement must be in writing and signed by the parties. The waiver of any of the term or condition shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 7.3 Assignment and Subcontracting. Contractor shall not assign, subcontract or transfer its interest or obligations in this Agreement without the prior written consent of SVMHS.

- 7.4 Successors and Assigns. This Agreement and the rights, privileges, duties and obligations of the parties hereunder, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.
- 7.5 Governing Law/Venue. This Agreement shall be governed by and interpreted under the laws of the State of California. Venue shall rest in Monterey County, California.
- 7.6 Severability. If any provision of this Agreement is declared illegal, unenforceable or in conflict with any governing law, it shall not affect the validity of the remaining portion of this Agreement.
- 7.7 Notices. Any notices under this Agreement may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing at the end of this Agreement, but each party may change the address by written notice in accordance with this paragraph.

The parties have executed this Agreement to be effective as of the Effective Date first set forth above.

SVMHS
 Salinas Valley Memorial Healthcare System
 450 East Romie Lane, Salinas, CA 93901

Contractor
 Corinthian International Parking Services, Inc.
 2990 South Winchester Blvd.
 Campbell, CA 95008

By: _____
 Allen Radner, MD, Interim President/CEO

By: 

Name: Sherri Carnesecca

Title: CFO

Date: _____

Date: 04/8/2024

Exhibit A

Contractor Services

Contractor: Corinthian International Parking Services, Inc.

Scope of Work: Valet Services

The valet services means a valet attendant that provides traffic and parking related services, while reporting any observed suspicious activity in the area.

- Greets and assists customers while in the parking booth.
- Parks and retrieves vehicles when stacking is needed
- Provides light clean-up services of parking structure and valet areas
- Assists patients, visitors and guests with information, directions, and other requests
- Monitors parking area for any suspicious activity that could result in injury to a person or damage to/loss of property and reports incidents to the security supervisor
- Maintains a thorough knowledge of a facility or, where applicable, multiple facilities
- Abides by all regulations and guidelines of SVMHS
- Maintains a positive working relationship with HSS security employees, SVMHS employees, patients, visitors, physicians, and general public
- Performs other work-related responsibilities as assigned
- No tips will be accepted by attendants

At the start of services under this Agreement, Contractor shall provide valet services during the hours of 5:00 AM – 8:30 PM, Monday through Friday. Thereafter, SVMHS and Contractor shall assess utilization and need and routinely confer to consider revisions to the schedule. Revisions to the valet schedule can be made as needed by mutual agreement of the parties.

Liability for Vehicles

Contractor shall be responsible for any damage or harm to a vehicle that occurs during the time that Contractor or Contractor’s employees are in custody of that vehicle. Any SVMHS-owned vehicle utilized by an attendant shall be maintained by SVMHS at SVMHS’s cost. If an accident occurs in an SVMHS-owned vehicle while being driven by Contractor personnel, and Contractor personnel is deemed to be at-fault, Contractor shall provide for the full costs of repair.

Personnel Screening

1. Minimum Hiring Profile. All Contractor personnel assigned to SVMHS will meet the following minimum hiring profile:

- Possess a current state license/registration and/or certification, as applicable and appropriate for the Services provided to SVMHS and as required by applicable laws, regulations, or accreditation standards;
- possess high school education or GED equivalent;
- possess ability to effectively speak, read, and write the English language;
- possess the physical ability required by the position;
- pass a multi-panel drug screen; and
- meet Contractor requirements for employment history, security clearance and any other applicable hiring criteria.

2. Drug, Criminal, Education and Employment Checks. For each applicant meeting the minimum hiring profile described above, Contractor will also check the candidate’s:

- previous employment history (dating back the legally permissible period),
- motor vehicle records (where legally permitted and as applicable to the position),
- achievement of education level required for the applicable position, and
- criminal background/record where legally available.

3. Attestation and Provision of Certain Policies. Upon request, Contractor will provide SVMHS with: (i) an attestation, in the form attached as Exhibit A-1 (“Employee Attestation”), showing that any individual Contractor personnel assigned to SVMHS have met Contractor minimum hiring requirements as described in this Exhibit A; (ii) copies of Contractor policies and procedures related to personnel competency assessments and evaluations; and (iii) evidence of accreditation by the relevant accrediting body as appropriate to the Services provided.

4. Inoculations. Contractor personnel assigned to SVMHS shall have initiated the process of meeting the following requirements prior to beginning work at any SVMHS facility:

- (a) tuberculosis (“TB”) testing (SVMHS will accept TB skin test or IGRA negatives with the following proof:
 - A two-step TB skin test (first TB in last twelve (12) months, most recent within the last thirty (30) days)
 - IGRA (QuantiFERON Gold or Tspot)

TB testing as described hereunder shall be performed by SVMHS at no cost to Contractor. Any Contractor personnel failing to meet these requirements may be asked to be removed by the SVMHS. Additional testing may be requested by SVMHS and, in that case, the SVMHS shall pay all costs associated with any vaccinations or testing. All inoculations shall be performed at SVMHS facility or at such site as the parties may otherwise agree in writing.

5. Personnel Files and Personnel Screening Records. Contractor shall retain all documentation related to Personnel Screening for each of such Contractor personnel for at least five (5) years after each of such Contractor personnel last provides Services under this Agreement; and upon SVMHS’s request, and subject to the requirements of applicable federal and state privacy laws, Contractor will not unreasonably withhold such information from SVMHS. A computerized summary of personnel file information shall be readily available to SVMHS for review upon request. In the event of an audit by the Joint Commission or another healthcare accreditation organization, Contractor shall produce the necessary documentation within forty-eight (48) hours of SVMHS’s request. Contractor shall maintain personnel files that shall include the following documents as applicable to the Services provided:

- copy of relevant certifications, registrations, licenses, and picture identification;
- results of annual competency assessments;
- In-service Certification, as appropriate to services provided, including for infection control, universal precautions, and OSHA standards for blood-borne pathogens;
- inoculation results;
- annual performance evaluations;
- criminal background checks;
- motor vehicle record checks (if applicable);
- drug and, if applicable, alcohol screens;
- job description with signature; and
- documentation of SVMHS orientation.

6. Removal, Reassignment and Exclusion of Personnel. SVMHS shall have the right to request removal or reassignment of any individual Contractor personnel assigned to any SVMHS facility only for a legally permissible cause; provided that, no personnel shall be permanently removed or reassigned without first consulting with Contractor personnel, which may include HR and Legal representatives, as appropriate. SVMHS is required to send any request for removal or reassignment of any Contractor personnel to Contractor in writing and SVMHS shall provide reasons for the request. A removed or reassigned individual shall be replaced by Contractor within a reasonable amount of time depending on the circumstances.

Contractor shall not knowingly retain or employ any individual to provide Services under this Agreement who is a former SVMHS employee not eligible for rehire provided that Contractor has been notified who these excluded persons are in writing.

7. Training of Personnel. Each attendant assigned to SVMHS shall receive the following training:

- New valet orientation. The cost for new valet orientation is incurred by Contractor.
- Valet pre-assignment training and orientation specific to the SVMHS facility and environment, codes and responsibilities, SVMHS policies and procedures. The cost for pre-assignment training and orientation is incurred by Contractor.
- All valet personnel will undergo SVMHS customer service expectation training and shadow senior valet until new valet understands traffic flow patterns, safe parking practices, and locations of designated valet parking stalls.

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Compensation

Salinas Valley Health-Corinthian Valet 1st Year Proposed Valet Coverage							
	Contracted Rates		Budget Estimates*				
Item	Billing Unit	Billing Rate	Worked FTEs	Weekly Volume	Monthly Costs	Annual Volume	Annual Costs
Manager	Hours	\$38.05	1.0	40	\$ 6,613	2,086	\$ 79,361
Shift Supervisor	Hours	\$32.30	1.0	40	\$ 5,614	2,086	\$ 67,369
Valet Attendant	Hours	\$31.13	8.6	344	\$46,532	17,937	\$ 558,383
Technology Fee Bi-weekly		\$400.00					\$ 10,400
						TOTAL:	\$715,513

Salinas Valley Health-Corinthian Valet 2nd Year Proposed Valet Coverage							
	Contracted Rates		Budget Estimates*				
Item	Billing Unit	Billing Rate	Worked FTEs	Weekly Volume	Monthly Costs	Annual Volume	Annual Costs
Manager	Hours	\$39.19	1.0	40	\$ 6,812	2,086	\$ 81,739
Shift Supervisor	Hours	\$33.27	1.0	40	\$ 5,783	2,086	\$ 69,392
Valet Attendant	Hours	\$32.06	8.6	344	\$47,922	17,937	\$ 575,065
Technology Fee Bi-weekly		\$412.00					\$ 10,712
						TOTAL:	\$736,908

Salinas Valley Health-Corinthian Valet 3rd Year Proposed Valet Coverage							
	Contracted Rates		Budget Estimates*				
Item	Billing Unit	Billing Rate	Worked FTEs	Weekly Volume	Monthly Costs	Annual Volume	Annual Costs
Manager	Hours	\$40.37	1.0	40	\$ 7,017	2,086	\$ 84,200
Shift Supervisor	Hours	\$34.27	1.0	40	\$ 5,956	2,086	\$ 71,477
Valet Attendant	Hours	\$33.03	8.6	344	\$49,372	17,937	\$ 592,464
Technology Fee Bi-weekly		\$424.00					\$ 11,024
						TOTAL:	\$759,166

Overtime may only be provided when authorized by the SVMHS Manager of Security. Such overtime shall be billed at 1.5X the applicable billing rate.

Services shall not be provided on holidays, so no holiday multiplier is applicable to this Agreement. Holidays as defined under this Agreement include New Year’s Day, President’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

The total cost of services over the term of this Agreement is projected to be Two Million Two Hundred Eleven Thousand Five Hundred and Eighty-Seven Dollars (\$2,211,587). These projections include an annual price increase of 3% after the first year of the Agreement. Notwithstanding the foregoing, in the event that during the term of the Agreement there are mandatory increases to the applicable minimum wage in excess of 5% year over year, Contractor and SVMHS agree to negotiate higher rates as applicable to workers under this Agreement in order to keep up with the local market.

EXHIBIT A-1: EMPLOYEE ATTESTATION

On behalf of Corinthian International Parking Services, Inc., I acknowledge and attest to SVMHS that Corinthian International Parking Services, Inc. owns, and has in its possession, a background investigation report on the individual identified below. Such background investigation report is satisfactory in that it:

_____ confirms that the individual is eligible to work in the United States;

_____ does not reveal criminal history that would preclude employment of the individual under the circumstances, including all factors related to the contemplated position;

_____ does not reveal ineligibility for rehire with any former employer, or otherwise indicate poor performance;

_____ confirms that the individual is not on either the SAM or OIG exclusion lists;

_____ confirms that the individual is not listed as a violent sexual offender;

_____ confirms the individual’s eligibility under the E-Verify Program; and

_____ confirms that the individual is not on the U.S. Treasury Department’s Office of Foreign Assets Control list of Specially Designated Nationals.

I further attest that the background investigation report does not include any information about prior or pending investigations, reviews, sanctions, or peer review proceedings; or limitations of any licensure, certification or registration.

I further attest that the individual below:

_____ has cleared a panel drug screen in accordance with the Agreement between SVMHS and Corinthian International Parking Services, Inc.

Identified individual subject to the background investigation and health requirements:
Name: _____
Last four digits of Social Security Number: _____

This attestation is provided in lieu of providing a copy of the background investigation report. Corinthian International Parking Services, Inc., by its authorized representative:

Signature: _____

Print Name: _____

Title: _____

Date: _____

Board Paper: Finance Committee

Agenda Item: Consider Recommendation for Board Approval to lease 740 E. Romie (a vacant lot) to SALINASIDENCE OPCO, LLC dba PACIFIC COAST POST ACUTE.

Executive Sponsor: Clement Miller, Chief Operating Officer
Earl Strotman, Director Facilities Management and Construction

Date: April 8, 2024

Executive Summary

Salinas Valley Memorial Healthcare System is looking to lease a District owned undeveloped vacant lot located at 740 E. Romie Lane, Salinas, CA to Pacific Coast Post Acute, a business located adjacent to said property for the purposes of employee parking.

Background/Situation

740 E. Romie Lane, Salinas, CA is an undeveloped mix-use zoned lot located 0.2 miles from the hospital, at just over ½ acre, or 25,000 square feet. The District has no immediate plans for developing this property.

A local business Pacific Coast Post Acute inquired with Hospital Management into the possibility of leasing this vacant lot just south of their main business located at 720 E. Romie Lane, Salinas, CA for the purposes of expanded employee parking as a means to alleviate congested parking along the 700 block of E. Romie.

Under the terms of the Proposed Lease, Pacific Coast Post Acute will be responsible for improvements on the property, including permitting, paving, fencing, security access and fencing. Pacific Coast Post Acute is ideally situated to minimally develop this land for the purpose of employee parking without inferring City and other local code required improvements rendering any use of property cost prohibitive.

Timeline/Review Process to Date:

04/22/2024: Board Finance Committee Review

04/25/2024: Board Committee Review

05/01/2024: Commence HSS Agreement

Pillar/Goal Alignment:

Service People Quality Finance Growth Community

Financial/Quality/Safety/Regulatory Implications:

Key Contract Terms	Vendor: SALINASIDENCE OPCO, LLC dba PACIFIC COAST POST ACUTE
1. Proposed effective date	5/01/2024
2. Term of agreement	5/01/2024 – 4/30/2029
3. Renewal terms	Automatically renew for one (5) year periods subject to section 3 original contract and annual adjustment of fees.
4. Termination provision(s)	May be terminated in accordance with Section 3 of original contract (180 days prior written notice with or without cause).
5. Payment Terms	Net 30
6. Annual rent	\$21,600.00
7. Budgeted (indicate y/n)	No

Recommendation

Consider Recommendation for Board Approval to approve 5 year lease of property located at 740 E. Romie Lane, Salinas, CA to Pacific Coast Post Acute for purposes of employee parking.

Attachments

- (1) Ground Lease 740 E. Romie Lane, Salinas, CA
- (2) Plot Plan – 740 E. Romie Lane, Salinas, CA
- (3) Policy: Sale, Purchase, and Lease of District Real Property
- (4) Analysis of Parking Rates – City of Salinas

GROUND LEASE

THIS GROUND LEASE (“Lease”) is entered into this ___ day of April , 2024, and commencing as of Commencement Date (as defined below) by and between SALINAS VALLEY MEMORIAL HEALTHCARE SYSTEM, a California Health Care District (“Landlord”) and SALINASIDENCE OPCO, LLC dba PACIFIC COAST POST ACUTE, a California limited liability company (“Tenant”). In consideration of the mutual covenants, agreements, representations and warranties contained in this Lease, the parties agree to enter into this transaction based upon the following recitals, terms and conditions.

1. Recitals.

1.1 Landlord is the owner of record of that certain unimproved real property consisting of .61 acres, located at 740 East Romie Lane, Salinas, California designated as Monterey County Assessor’s Parcel Number 002-721-033-00 and more particularly described and **Exhibit A** attached hereto and incorporated herein by this reference (the “Property”).

1.2 Tenant desires to lease the Property for purposes of construction of an employee parking space to service their property located immediately adjacent to the west of the Property. The Property, together with all rights, privileges and easements appurtenant to the Property, are collectively referred to as the “Premises.”

1.3 The parties now enter into this Lease on the following terms and conditions.

2. **Lease of Premises.** Landlord hereby leases, transfers and demises to Tenant, and Tenant hereby leases and takes from Landlord, the Premises for the terms and upon the agreements, covenants and conditions set forth in this Lease.

3. **Term and Termination.** The term (“Term”) of this Lease shall be for five (5) years. The Term shall commence upon such date that Tenant upon execution of this lease, and the approval of the Lease by the Landlord’s Board of Directors (the “Commencement Date”). The Term shall automatically renew on each five year anniversary of the Commencement Date for an additional five (5) year term (the “Renewal Term”), unless sooner terminated as herein provided. Either party may terminate this Lease at any time, with or without cause, by providing the other party 180 days prior written notice. The date stated in such notice or the date stated in any notice pursuant to the other termination provisions provided herein shall be deemed the date upon which this Lease terminates (the “Termination Date”).

4. **Rent.** Tenant shall pay to Landlord as rent for the Premises the amount of **One Thousand Eight Hundred (\$1,800.00) per month**, payable on the 1st day of each month for the Term of the Lease. Despite any other provision of this Section 5, beginning on the First Anniversary of the Commencement Date, and on each successive anniversary thereafter during the Term (“Adjustment Date”) Rent shall be increased by one-hundred percent (100%) of the percentage of increase, if any, shown by the Consumer Price Index for All Urban Consumers U.S. City Average, All Items (base years 1982-1984 = 10) (“Index”), published by the United States Department of

Labor, Bureau of Labor Statistics, for the month immediately preceding the Adjustment Date as compared with the Index for the month immediately preceding the Commencement Date but in no event shall the increase be more than more than 3.0% per year. Tenant shall calculate the amount of this increase in Rent after the Department of Labor publishes the statistics on which the amount of the increase will be based. Tenant shall provide landlord notice of the amount of the increase, and shall pay this amount, together with the month rent next becoming due under this Lease, and shall thereafter pay the monthly rent due under this Leas at this increased rate, which shall constitute the Rent.

5. **Taxes and Assessments.**

5.1 **Tenant's Liability.** Tenant covenants and agrees to pay and discharge, during the entire Term, before delinquency, all assessments, possessory interest taxes, water charges, sewer charges, utility rates and fees, levies or other charges, general, special, ordinary, extraordinary and otherwise, of every kind and character that are or may during the Term be levied, charged, assessed or imposed as a result of Tenant's use of the Premises, or against any of Tenant's personal property now or hereafter located thereon, or that may be levied, charged, assessed or imposed upon or against the leasehold estate created hereby. At the Commencement Date and the Termination Date, such taxes, assessments and other charges to be paid by Tenant shall be prorated on the basis of the fiscal year of the taxing authority in question so that, at the Commencement Date and the Termination Date, as to any such taxes, assessments and other charges levied or assessed for a fiscal year preceding the commencement or extending beyond the end of the Term, Tenant will pay only such proportion of such taxes, assessments and other charges as the portion of such fiscal year following the commencement and preceding the end of the Term bears to the entire fiscal year. Each party will be responsible for paying its own income taxes with respect to any and all income derived from the Premises or from the rental payments from Tenant to Landlord. The Parties acknowledge that the Premises is currently exempt from real property taxes and assessments, and that the Premises (and any improvements thereto) shall continue to remain exempt from real property taxes and assessments as both Landlord and Tenant are exempt from real property taxes, except for the imposition of possessory interest taxes to be levied against the property due to Tenant's leasehold interest.

5.2 **Limitation on Tenant's Liability.** Notwithstanding anything herein to the contrary, Tenant shall not be required to pay any franchise, capital levy, or transfer tax of Landlord, or any net income tax measured by the income of Landlord from all sources, or any tax that may, at any time during the Term, be required to be paid on any gift, demise, deed, mortgage, descent or other alienation of any part or all of the estate of Landlord in and to the Premises or any buildings or improvements that are now or hereafter located thereon, except as hereinafter provided. If Tenant shall be required by law to pay and pursuant thereto does pay any tax, assessment or charge specified in this Section 5.2, then Landlord shall, immediately upon request, reimburse Tenant for any such payments. Any documentary transfer tax assessed upon the creation of a leasehold interest in the Premises under this Lease shall be paid by Tenant.

6. **Quiet Enjoyment.** Landlord covenants that upon payment by Tenant of the rent herein reserved and upon performance and observance by Tenant of all of the agreements, covenants and conditions herein contained on the part of Tenant to be performed and observed, Tenant shall

peaceably hold and quietly enjoy the Premises during the entire Term without hindrance, molestation or interruption by Landlord or by anyone lawfully or equitably claiming by, through or under Landlord.

7. **Use.** Tenant shall have the right to use the Premises for any lawful purpose; provided, however, in no event shall the Premises be used for any purpose or use (nor shall any activity be carried on upon the Premises) that in any manner causes, creates or results in a public or private nuisance or would be deemed by Landlord, in its' sole discretion, to be inconsistent with the Landlord's mission. Tenant plans to develop and use the Premises for parking purposes, and no other uses of the Premises shall be undertaken by Tenant without the express written permission of Landlord. In addition, Tenant agrees as follows:

7.1 **Changes in Permitted Uses.** If Tenant desires to change the use from parking, such change in use shall require the prior approval of Landlord, which shall not unreasonably withheld provided that said change will not require the construction of permanent structures on the Premises.

7.2 **Compliance With Laws.** Tenant shall, at Tenant's sole cost, promptly comply with all Laws, and with the requirements of any governmental authority having jurisdiction over the Premises, utility companies serving the Premises, or other similar bodies now or hereafter constituted, relating to, or affecting the Premises or the condition, use, or occupancy of the Premises, including the obligation to make improvements, repairs, and alterations required by such Laws, regardless of the cost thereof, at what point in time during the Term compliance is required, and whether such compliance was foreseen or unforeseen. The judgment of any court of competent jurisdiction or the admission of Tenant in any action against Tenant, whether Landlord is a party thereto or not, that Tenant has violated any of the foregoing shall be conclusive of that fact between Landlord and Tenant. Tenant shall immediately furnish Landlord with a copy of any notices received from any governmental agency, insurance company, or inspection bureau in connection with the Premises.

Tenant may reasonably and in good faith contest any Law through appropriate proceedings, and, during such contest, Tenant need not comply therewith; provided further that Tenant shall at all times reasonably protect the interests of Landlord under this Lease, shall Indemnify Landlord from all Claims actually and reasonably incurred as a result of the contest, and shall promptly comply with any such contested Law if any such contest is resolved against Tenant. Tenant agrees to Indemnify Landlord or any officer, director, employee, partner, agent, or contractor of Landlord (Authorized Representative) from and against any Claims imposed or sought to be imposed on or involving Landlord for any violation or alleged violation of any such Laws.

7.3 **Landlord's Access to Premises.** In addition to Landlord's rights pursuant to the following paragraph, Landlord reserves the right for Landlord and Landlord's Authorized Representatives to enter the Premises at any reasonable time (a) to inspect the Premises; (b) to determine whether Tenant is complying with Tenant's obligations under this Lease; (c) to perform any other obligation of Tenant after Tenant's failure to perform same; or (d) if Tenant defaults under this Lease.

8. Title to Buildings and Improvements.

8.1 **Assignment to Tenant.** Title to all structures and improvements (collectively, the “Improvements”) that now, or may from time to time constitute a part of the Premises, machinery, equipment and fixtures that are now, or may from time to time be, used, or intended to be used in connection with the Premises, shall be and remain in Tenant until the termination of this Lease. Landlord and Tenant expressly acknowledge that, attendant to the transfer of title to any existing improvements, Tenant shall succeed to the position of Landlord with respect to any such improvements. Upon the termination of this Lease, title to all Improvements, equipment and fixtures shall pass to and vest in Landlord without cost or charge to it.

8.2 **Transfer to Landlord.** Tenant, on termination of this Lease, shall execute and deliver any and all deeds, bills of sale, assignments and other documents that in Landlord’s reasonable judgment may be necessary or appropriate to transfer, to evidence or to vest in Landlord clear title to any of the property described in Section 8.1 located on the Premises at the time of such termination.

9. **Permits and Licenses.** Landlord will from time to time during the Term execute and deliver all applications for permits, licenses or other authorizations relating to the Premises required by any municipal, county, state or federal authorities, or required in connection with the construction, reconstruction, repair or alteration of the Parking lot, the Improvements now or hereafter constituting a part of the Premises. Landlord will from time to time during the Term execute, acknowledge and deliver any and all instruments required to grant rights-of-way and easements (in accordance with Section 7) in favor of municipal and other governmental authorities or public utility companies incident to the installation of utilities reasonably required for the use and occupancy of the Premises. Tenant shall reimburse Landlord for any sum paid by Landlord in respect of the matters specified in this Section 9.

10. Repairs, Governmental Regulations and Waste.

10.1 **Tenant’s Obligation.** Tenant shall, during the Term, at its own cost and expense and without any cost or expense to Landlord:

10.1.1 Keep and maintain all improvements now or hereafter located on the Property (subject to Tenant’s right to demolish) and all appurtenances thereto in good and neat order and repair and shall allow no nuisances to exist or be maintained therein. Tenant shall likewise keep and maintain the grounds, sidewalks, roads and parking, and landscaped areas in good and neat order and repair. Landlord shall not be obligated to make any repairs, replacements or renewals of any kind, nature or description whatsoever to the Premises or any buildings or improvements now or hereafter located thereon, and Tenant hereby expressly waives all right to make repairs at Landlord’s expense under California Civil Code Sections 1941 and 1942 or any amendments thereof; and

10.1.2 Comply with and abide by all federal, state, county, municipal and other governmental statutes, ordinances, laws and regulations affecting the Premises, all buildings and improvements now or hereafter located thereon, or any activity or condition on or in the Premises.

10.2 **No Waste.** Tenant agrees that it will not commit or permit waste upon the Premises other than to the extent necessary for the removal of any buildings or improvements upon the Premises or for the purpose of constructing and erecting thereon other buildings and improvements in accordance with the rights set forth in Section 11, below.

11. **Improvements, Changes, Alterations, Demolition and Replacement.**

11.1 **Improvements.** Tenant shall have the right at any time and from time to time during the Term to make such improvements to the Premises and such changes and alterations, to any buildings, improvements, fixtures and equipment now or hereafter located on the Property, including demolition of any or all buildings and improvements now or hereafter located on the Property and replacement thereof, as Tenant shall deem necessary or desirable and subject to Landlord's prior approval, which approval will not be unreasonably withheld. Reasonable withholding of consent includes a determination by Landlord that such improvements may adversely impact upon Landlord's ability to use its adjoining property to serve its mission.

11.2 **Demolition.** Any demolition activity and all improvements, changes and alterations (other than changes or alterations of movable trade fixtures and equipment or improvements, changes or alterations involving costs less than Ten Thousand Dollars (\$10,000) pursuant to Section 11.1 above) shall be undertaken in all cases subject to the following additional conditions, which Tenant covenants to observe and perform:

11.2.1 No improvement, change or alteration, and no demolition and replacements shall be undertaken until Tenant shall have procured and paid for, so far as the same may be required from time to time, all municipal and other governmental permits and authorizations of the various municipal departments and governmental subdivisions having jurisdiction, and Landlord agrees to join in the application for such permits or authorizations whenever such action is necessary.

11.2.2 All work done in connection with any improvement, change, alteration or demolition and replacement shall be done promptly and in a good and workmanlike manner and in compliance with all laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governments and the appropriate departments, commissions, boards and officers thereof. All such work shall be at the sole cost and expense of Tenant.

12. **Damage or Destruction.** No loss or damage by fire or other cause required to be insured against hereunder resulting in either partial or total destruction of any building, structure or other improvement on the Property, shall operate to terminate this Lease or to relieve or discharge Tenant from the payment of rents or amounts payable as rent as they become due and payable, or from the performance and observance of any of the agreements, covenants and conditions herein contained on the part of Tenant to be performed and observed. Tenant hereby waives the provisions of subsection 2 of Section 1932 and subsection 4 of Section 1933 of the California Civil Code, as amended from time to time.

13. **Assignment and Subletting.**

13.1 **Tenant May Assign.** Subject to the provisions of Section 14 and Section 15.7 hereof, Tenant may assign this Lease, or any interest therein, at any time with Landlord's prior consent, which consent will not be unreasonably withheld, provided that, (i) no default exists in the performance or observance of any agreement, covenant or condition of this Lease on the part of Tenant to be performed or observed as of the date of such assignment, (ii) the assignment shall be in writing, duly executed and acknowledged by Tenant and the assignee, providing that the assignee assumes and agrees to perform and observe all the agreements, covenants and conditions of this Lease on the part of Tenant to be performed and observed, and (iii) an executed original of such assignment shall be delivered to Landlord.

14. *[Reserved]*

15. *[Reserved]*

16. **Fire and Extended Coverage and Liability Insurance.**

16.1 **During Construction.** During the period of the construction of any Improvements upon the Property, Tenant shall at its sole expense obtain and keep in force builder's risk insurance, insuring Tenant, Landlord, Lender, and such other parties as Tenant may designate as an additional insured hereunder, against all risks of physical loss and/or damage from any cause (exclusive of earthquake and subject to usual policy exclusions) to all structures, materials and real property to be improved, located on or forming a part of the Premises under improvement.

16.2 **After Completion of Improvements.** Tenant shall, at its sole expense, obtain and keep in force during the Term, after substantial completion of any Improvements upon the Premises fire and extended coverage insurance (excluding earthquake insurance) naming Landlord, Lender and such other parties as Tenant may designate, as additional insureds thereunder, on all improvements located on the Premises, and on all machinery, fixtures and equipment located therein. The amount of such insurance at all times during the Term shall not be less than one hundred percent (100%) of the actual replacement cost of such improvements, machinery, fixtures and equipment. The actual replacement cost of such improvements shall be determined by Tenant at the time the fire and extended coverage insurance is initially taken out and periodically over time as to increases in value.

16.3 **General Liability Insurance.** Tenant shall, at its sole expense, obtain and keep in force after completion of all construction of the Improvements, general liability insurance with limits of not less than One Million Dollars (\$1,000,000) for injury to, or death of, any number of persons in one occurrence, and Two Million Dollars (\$2,000,00.00) in the aggregate; not less than One Million Dollars (\$1,000,000) for damage to property, insuring against any and all liability of Landlord and Tenant including, without limitation, coverage for contractual liability, broad form property damage, personal injury and non-owned automobile liability, with respect to the Premises or arising out of the maintenance, use or occupancy thereof, in an amount not less than One Million Dollars (\$1,000,000). All of such insurance shall insure the performance by Tenant of the indemnity agreement as to liability for injury to or death of persons and damage to property set forth in Section 18.2 hereof. It is the intent of the Parties hereto to maintain throughout the Term

of this Lease insurance coverage appropriate to a development of comparable size and of the standard of the Improvements, given changes in coverage and types of policies available, market conditions and other factors affecting insurance coverage generally. In this regard, not more frequently than once every three (3) years, either party may request modifications to the insurance coverage required to be maintained by this section to provide for coverage against the same or other insurable liability hazards that at the time are commonly insured against by prudent operators of other developments of comparable size and similarly situated, with due regard being given to the type of the Improvements and their use and occupancy.

16.4 Workers Compensation Insurance. Tenant shall maintain Workers Compensation insurance coverage in compliance with California law.

16.5 Certificates of Insurance. Upon the issuance thereof, each insurance policy or a duplicate or certificate thereof shall be delivered to Landlord and Lender. Nothing herein shall be construed to limit the right of Lender to cause Tenant to carry or procure other insurance covering the same or other risks in addition to the insurance specified in this Lease.

16.6 Application of Proceeds. All amounts that shall be received under any insurance policy specified in Sections 16.1 or 16.2 shall be first applied to the payment of the cost of repair, reconstruction or replacement of any improvements, or fixtures, equipment and machinery, that is damaged or destroyed. Any amount remaining from the proceeds of any such insurance funds, after the repairing, reconstructing and replacing of any improvements, or fixtures, equipment and machinery, as herein required, shall be immediately paid to and be the sole property of Tenant; provided that, if any governmental law or regulation governing land use prohibits the restoration or reconstruction of the buildings or improvements damaged or destroyed to their pre-casualty state, any excess insurance proceeds over restoration or reconstruction costs that are the consequence of such prohibition shall be allocated pursuant to the priorities set forth in Sections 19.1.1 and 19.1.2 below. If said insurance proceeds shall be insufficient in amount to cover the cost of repairing, reconstructing or replacing any buildings or improvements, or furniture, fixtures, equipment and machinery, as herein required, Tenant shall not be responsible to pay any deficiency.

17. Mechanics' and Other Liens. Tenant shall promptly discharge or remove by bond or otherwise prior to foreclosure thereof, any and all mechanics', materialmen's and other liens for work or labor done, services performed, materials, appliances, teams or power contributed, used or furnished to be used in or about the Premises for or in connection with any operations of Tenant, any alterations, improvements, repairs or additions that Tenant may make or permit or cause to be made, or any work or construction by, for or permitted by Tenant on or about the Premises, and to save and hold Landlord and all of the Premises and all buildings and improvements thereon free and harmless of and from any and all such liens and claims of liens and suits or other proceedings pertaining thereto. Tenant covenants and agrees to give Landlord written notice not less than twenty (20) days in advance of the commencement of any construction, alteration, addition, improvement or repair costing in excess of Twenty Five Thousand Dollars (\$25,000) in order that Landlord may post appropriate notices of Landlord's non-responsibility.

18. **Indemnity.**

18.1 **Tenant Can Contest Assessment.** Tenant shall have the right to contest the amount or validity of any lien of the nature set forth in Section 17 hereof or the amount or validity of any tax, assessment, charge, or other item to be paid by Tenant under Section 5 hereof by giving Landlord written notice of Tenant's intention to do so within twenty (20) days after the recording of such lien or at least ten (10) days prior to the delinquency of such tax, assessment, charge or other item, as the case may be. In any such case, Tenant shall not be in default hereunder, and Landlord shall not satisfy and discharge such lien nor pay such tax, assessment, charge or other item, as the case may be, until ten (10) days after the final determination of the amount or validity thereof, within which time Tenant shall satisfy and discharge such lien or pay such tax, assessment, charge or other item to the extent held valid and all penalties, interest and costs in connection therewith. However, the satisfaction and discharge of any such lien shall not, in any case, be delayed until execution is had upon any judgment rendered thereon, nor shall the payment of any such tax, assessment, charge or other item, together with penalties, interest and costs, in any case be delayed until sale is made or threatened to be made of the whole or any part of the Premises on account thereof, and any such delay shall be a default of Tenant hereunder. In the event of any such contest, Tenant shall protect and indemnify Landlord against all loss, cost, expense and damage resulting therefrom.

18.2 **Damage or Injury.** To the fullest extent allowed by law, Tenant covenants and agrees that Landlord shall not at any time or to any extent whatsoever be liable, responsible or in anywise accountable for any loss, injury, death or damage to persons or property which, at any time may be suffered or sustained by Tenant or by any person who may at any time be using, occupying or visiting the Premises or be in, on or about the Premises, from any cause whatsoever, except when such loss, injury, death or damage shall be caused by or in anywise result from or arise out of the gross negligence or intentional acts or omissions of Landlord. Furthermore, Tenant shall forever indemnify, defend, hold and save Landlord free and harmless of, from and against any and all claims, liability, loss or damage whatsoever on account of any such loss, injury, death or damage occasioned by any cause other than Landlord's intentional or negligent acts or omissions. Tenant hereby waives all claims against Landlord for damages to the improvements now or hereafter located on the Property and to the property of Tenant in, upon or about the Premises, and for injuries to persons or property in, on or about the Premises, from any cause arising at any time, except for any such claims arising from negligent or intentional acts or omissions committed by Landlord. Tenant's indemnity obligation set forth in this Section shall survive the termination or expiration of this Lease with respect to any claims or liabilities arising out of injury or damage to persons or property that occurs during the Term.

19. **Eminent Domain.**

19.1 **Substantial Taking.** If the whole of the Premises should be taken by any public or quasi-public authority under the power or threat of eminent domain during the Term, or if a substantial portion of the Premises should be taken so as to materially impair the use of the Premises contemplated by Tenant, and thereby frustrate Tenant's purpose in entering into this Lease, then, in either of such events, this Lease shall terminate at the time of such taking at Tenant's sole discretion. In such event, of the compensation and damages payable for or on account

of the Property, exclusive of the buildings and improvements thereon, Tenant and Lender, as their interests may appear, shall receive a sum equal to the worth at the time of the compensation award of the amount by which the fair rental value of the Premises exceeds the rental payable pursuant to the terms of this Lease for the balance of the Term; the balance of such compensation and damages shall be payable to and be the sole property of Landlord. All compensation and damages payable for or on account of the buildings and improvements located on the Property and constituting a part of the Premises shall be divided among Landlord, Tenant and Lender as follows:

19.1.1 All compensation and damages payable for or on account of buildings and improvements having a remaining useful life less than the remaining Term as of the date of such taking shall be payable to and be the sole property of Tenant and Lender, as their interests may appear; and

19.1.2 A proportionate share of all compensation and damages payable for or on account of buildings and improvements having a remaining useful life greater than the remaining Term as of the date of such taking, determined by the ratio that the then remaining Term bears to the then remaining useful life of such buildings and improvements, shall be payable to and be the sole property of Tenant and Lender, as their interests may appear, and the remaining share thereof shall be payable to and be the sole property of Landlord.

19.2 **Partial Taking.** If less than the whole of the Premises should be taken by any public or quasi-public authority under the power or threat of eminent domain during the Term and this Lease is not terminated as provided in subsection (a) above, Tenant shall promptly reconstruct and restore the Premises, with respect to the portion of the Premises not so taken, as an integral unit of the same quality and character as existed prior to such taking. There shall be a partial rebate of any rent as a result of such partial taking based upon the value of the taken Premises and the remaining Term. The compensation and damages payable for, or on account of, such taking shall be applied to the reconstruction and restoration of the Premises by Tenant pursuant to this Section 19.2 by application, first, of any sums payable for or on account of the buildings and improvements situated on the Property, and second, of any sums payable for or on account of the Property exclusive of such buildings and improvements. The remainder, if any, after reconstruction and restoration of the Premises shall be divided among Landlord, Tenant and Lender in the manner provided in Section 19.1 above.

19.3 **Termination of Lease.** Except as provided in Section 19.1, no taking of any leasehold interest in the Premises or any part thereof shall terminate or give Tenant the right to surrender this Lease, nor excuse Tenant from full performance of its covenants for the payment of rent and other charges or any other obligations hereunder capable of performance by Tenant after any such taking, but in such case all compensation and damages payable for or on account of such taking shall be payable to and be the sole property of Tenant and Lender.

19.4 **Resolution of Disputes.** Should Landlord and Tenant for any reason disagree (i) as to whether any portion of the Premises taken is so substantial as to impair materially the use of the Premises contemplated by Tenant and thereby trigger Tenant's termination right in Section 19.1, (ii) on the division of any compensation or damages paid for or on account of any taking of all or any portion of the Premises, or (iii) on the amount by which the rent payable by Tenant

hereunder is to be equitably reduced in the event of a partial taking, then, and in any of such events, the matter shall be determined by arbitration in the manner provided in Section 30 hereof.

20. **Landlord's Right of Inspection.** Landlord may, at any reasonable time and from time to time during the Term, enter upon the Property for the purpose of inspecting the buildings or improvements now or hereafter located thereon and for such other purposes as may be necessary or proper for the reasonable protection of its interests.

21. **Tenant's Defaults and Landlord's Remedies.** It shall be an event of default hereunder (each an "Event of Default") if (i) default shall be made by Tenant in the punctual payment of any rent or other moneys due hereunder and shall continue for a period of fifteen (15) days after written notice thereof to Tenant; (ii) default shall be made by Tenant in the performance or observance of any of the other agreements, covenants or conditions of this Lease on the part of Tenant to be performed and observed and such default shall continue for a period of thirty (30) days after written notice thereof to Tenant, or, in the case of a default that cannot be cured by the payment of money and cannot be cured within thirty (30) days, shall continue for an unreasonable period after such written notice; or (iii) Tenant shall abandon the Premises. Upon the occurrence of any Event of Default by Tenant hereunder, Landlord shall have the following rights and remedies, in addition to all other rights and remedies of Landlord provided hereunder or by law:

21.1 **Lease Termination.** The right to terminate this Lease, in which event Tenant shall immediately surrender possession of the Premises with all improvements and pay to Landlord all rent and all other amounts payable by Tenant hereunder to the date of such termination.

21.2 **California Remedies.** Any other remedies as permitted under California law but not those remedies detailed in California Civil Code Section 1951.2 (or any successor statute thereto).

22. **Nonwaiver.** If any action or proceeding is instituted or if any other steps are taken by Landlord or Tenant, and a compromise part payment or settlement thereof shall be made, either before or after judgment, the same shall not constitute or operate as a waiver by Landlord or Tenant of any agreement, covenant or condition of this Lease or of any subsequent breach thereof. No waiver of any default under this Lease shall constitute or operate as a waiver of any subsequent default hereunder, and no delay, failure or omission in exercising or enforcing any right, privilege or option under this Lease shall constitute a waiver, abandonment or relinquishment thereof or prohibit or prevent any election under or enforcement or exercise of any right, privilege or option hereunder. No waiver of any provision hereof by Landlord or Tenant shall be deemed to have been made unless and until such waiver shall have been reduced to writing and signed by Landlord or Tenant, as the case may be. The receipt by Landlord of rent with knowledge of any default under this Lease shall not constitute or operate as a waiver of such default. Payment by Tenant or receipt by Landlord of a lesser amount than the stipulated rent or other sums due Landlord shall operate only as a payment on account of such rent or other sums. No endorsement or statement on any check or other remittance or in any communication accompanying or relating to such payment shall operate as a compromise or accord and satisfaction unless the same is approved in writing by Landlord, and Landlord may accept such check, remittance or payment without prejudice to its right to recover the balance of any rent or other sums due by Tenant and pursue any remedy

provided under this Lease or by law.

23. No Merger.

23.1 No Merger with Other Estates. There shall be no merger of the leasehold estate created by this Lease with any other estate in the Premises, including the fee estate, by reason of the fact that the same person may own or hold the leasehold estate created by this Lease, or an interest in such leasehold estate, and such other estate in the Premises, including the fee estate, or any interest in such other estate; and no merger shall occur unless and until Landlord, Tenant and any Lender shall join in a written instrument effecting such merger and shall duly record the same.

23.2 Termination of Lease. No termination of this Lease shall cause a merger of the estates of Landlord and Tenant unless Landlord so elects and any such termination shall, at the option of Landlord, either work a termination of any sublease in effect or act as an assignment to Landlord of Tenant's interest in any such sublease.

24. No Partnership. It is expressly understood and agreed that Landlord does not, in any way or for any purpose by executing this Lease, become a partner of Tenant in the conduct of Tenant's business, or otherwise, or a joint venturer or a member of a joint enterprise with Tenant.

25. Covenants Run With Land.

25.1 Binding on Successors. The agreements, covenants and conditions in this Lease are and shall be deemed to be covenants running with the land and the reversion and shall be binding upon and shall inure to the benefit of Landlord and Tenant and their respective successors and assigns and all subsequent Landlords and Tenants respectively hereunder.

25.2 References. All references in this Lease to "Tenant" or "Landlord" shall be deemed to refer to and include successors and assigns of Tenant or Landlord, respectively, without specific mention of such successors or assigns.

26. Notices. Except as otherwise provided hereunder, any notice or communication to Landlord, Tenant or Lender shall be in writing and be mailed by certified mail, postage prepaid. Notices or communications shall be addressed to Landlord at 450 E. Romie Lane, Salinas, CA 93901 or such other address or addresses as Landlord shall from time to time designate, or to such agent of Landlord as it may from time to time designate, by notice in writing to Tenant. Notices or communications shall be addressed to Tenant, Attn: PACS, 262 North University Ave., Farmington, UT 84025 or such other address or addresses as Tenant shall from time to time designate, or to such agent of Tenant as it may from time to time designate, by notice in writing to Landlord. Notices or communications to Lender shall be addressed to Lender at such address as Lender shall from time to time designate by notice in writing to Landlord. All notices, communications and deliveries hereunder shall be made in writing signed by the party making the same, shall specify the Section hereunder pursuant to which it is given or being made, and shall be deemed given or made on either 1) the date delivered if delivered in person, 2) on the date initially received if delivered by facsimile transmission followed by registered or certified mail confirmation, 3) on the date delivered if delivered by a nationally recognized overnight courier service or 4) on the

third (3rd) business day after it is mailed if mailed by registered or certified mail (return receipt requested), with postage and other fees prepaid.

27. **Limitation of Landlord's Liability.** In the event of any transfer of Landlord's interest in this Lease, the Landlord herein named (and in case of any subsequent transfer, the then transferor) shall be automatically freed and relieved from and after the date of such transfer of all personal liability for the performance of any covenants or obligations on the part of Landlord contained in this Lease thereafter to be performed. However, any funds in the hands of Landlord or the then-transferor at the time of such transfer, in which Tenant has an interest, shall be turned over to the Tenant. Furthermore, upon any such transfer, the transferee shall expressly assume, subject to the limitations of this Section 27, all of the agreements, covenants and conditions in this Lease to be performed on the part of Landlord, it being intended hereby that the covenants and obligations contained in this Lease on the part of Landlord shall, subject as aforesaid, be binding on each Landlord, its successors and assigns, only during its period of ownership.

28. **Estoppel Certificates.** Tenant or Landlord, as the case may be, will execute, acknowledge and deliver to the other and/or to Lender, promptly upon request, its certificate certifying (a) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect, as modified, and stating the modifications), (b) the dates, if any, to which the rent and other monetary obligations have been paid, (c) whether there are then existing any charges, offsets or defenses against the enforcement by Landlord of any agreement, covenant or condition hereof on the part of Tenant to be performed or observed (and, if so, specifying the same), and (d) whether there are then existing any defaults by Tenant in the performance or observance by Tenant of any agreement, covenant or condition hereof on the part of Tenant to be performed or observed and whether any notice has been given to Tenant of any default which has not been cured (and, if so, specifying the same). Any such certificate may be relied upon by a prospective purchaser, mortgagee or trustee under a deed of trust of the Premises or any part thereof.

29. **Holding Over.** This Lease shall terminate without further notice upon the expiration of the Term or, in the event either party gives notice of early termination as provided herein, the Termination Date, and any holding over by Tenant after either of expiration of the Term, or the Termination Date shall not constitute a renewal hereof or give Tenant any rights hereunder or in or to the Premises, except as otherwise herein provided, it being understood and agreed that this Lease cannot be renewed, extended or in any manner modified except in writing signed by Landlord and Tenant.

30. **Arbitration.** Whenever, under any provision of this Lease, arbitration is required, then the matter shall be determined by arbitration under the rules of the Judicial Arbitration and Mediation Service (also known as "JAMS"), or its successor in interest, or if there is no successor, then under the rules of the American Arbitration Association (collectively the "Arbitration Service"), in Monterey County, California, with one arbitrator to make such determination.

30.1 **Selection of Arbitrator.** Landlord and Tenant shall select one neutral arbitrator from the panel presented by the Arbitration Service within thirty (30) days of notice of one party to another of the need to commence arbitration. If Landlord and Tenant cannot mutually agree

upon an arbitrator, then the Arbitration Service will select the arbitrator to hear the dispute (the “Arbitrator”).

30.2 **Qualification.** To be qualified as an Arbitrator hereunder, a person must have a minimum of five (5) years’ experience in any one of the following lines of work: experience in large residential real estate complexes; a real estate broker specializing or at least dealing substantially in similar type properties in the County of Monterey; or real estate development with substantial experience in dealing with similar type properties in the County of Monterey.

30.3 **Governed by Lease.** The Arbitrator shall be governed by the provisions of this section and any other relevant provisions of the Lease. In the event of any ambiguity in such provisions or in the event such provisions are silent on a particular issue, the Arbitrator shall apply generally accepted accounting principles regularly applied in similar real estate operations.

30.4 **Fees.** Arbitration fees payable to the Arbitration Service and to the Arbitrator shall be paid one-half by Landlord and one-half by Tenant.

30.5 **Binding.** The determination of the Arbitrator shall be binding and may be entered as a judgment in any court having jurisdiction hereof.

31. **Severability.** In case any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Lease, but this Lease shall be construed as if such invalid, illegal or unenforceable provisions had not been contained herein.

32. **Time of the Essence.** Time is of the essence of each and all of the agreements, covenants and conditions of this Lease.

33. **Consents.** Whenever in this Lease the consent or approval of either Landlord or Tenant is required or permitted, the party requested to give such consent or approval will act promptly (and if any time period is specified in this Lease, then within such designated time period).

34. **Memorandum of Lease.** Contemporaneously with the execution of this Lease, Landlord and Tenant will execute and acknowledge for recordation in the Official Records of the County of Monterey a Memorandum of Lease in the form of **Exhibit B** hereto.

35. **Attorney Fees.** In the event of any action or proceeding at law or in equity between Landlord and Tenant to enforce any provision of this Lease or to protect or establish any right or remedy of either party hereunder, the unsuccessful party to such litigation shall pay to the prevailing party all costs and expenses, including reasonable attorney’s fees, incurred therein by such prevailing party, and if such prevailing party shall recover judgment in any such action or proceeding, such costs, expenses and attorney’s fees shall be included in and as a part of such judgment.

36. **Integration.** This instrument constitutes the entire agreement between Landlord and Tenant with respect to the subject matter hereof and supersedes all prior offers and negotiations,

oral or written. No representation, statement, condition or warranty not contained in this Lease or the attached exhibits will be binding on the parties or have any force or effect whatsoever, notwithstanding the provisions of Civil Code section 1698.

37. **Rent.** All monetary obligations of Tenant to Landlord under the Lease shall be deemed rent.

38. **Amendments.** This Lease may be modified only in writing and only if signed by the parties at the time of the modification.

39. **Governing Law.** This Lease shall be governed by and construed in accordance with the laws of the State of California.

40. **Captions.** The titles and captions contained in this Lease are inserted herein only as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Lease or the intent of any provision hereof. Unless otherwise specified to the contrary, all references to Sections are references to Sections of this Lease and all references to Exhibits are references to Exhibits to this Lease.

41. **Counterparts.** This Lease may be executed simultaneously in one (1) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

42. **Enforcement of Certain Rights.** Nothing expressed or implied in this Lease is intended, or shall be construed, to confer upon or give any person, firm or corporation other than the parties hereto, and their successors or assigns, any rights, remedies, obligations or liabilities under or by reason of this Lease, or result in such person, firm or corporation being deemed a third party beneficiary of this Lease.

43. **Exhibits.** The Exhibits attached hereto are incorporated into and made a part of this Lease as if set out in full in this Lease.

45. **Jurisdiction and Venue.** The parties acknowledge and understand that the making of this Lease is in Monterey County, California. Any suit, arbitration, mediation or other remedial process shall be filed and maintained in Monterey County, California.


44. **Number; Gender.** Whenever the context so requires, the singular number shall include the plural and the plural shall include the singular, and the gender of any pronoun shall include the other genders.

45. **Reliance on Authority of Person Signing Lease.** If a party is not a natural person, then no other party will (a) be required to determine the authority of the individual signing this Lease to make any commitment or undertaking on behalf of such entity or to determine any fact or circumstance bearing upon the existence of the authority of such individual, or (b) be responsible for the application or distribution of proceeds paid or credited to individuals signing this Lease on behalf of such entity.

IN WITNESS WHEREOF, the parties have executed this Ground Lease as of the date first written above.

LANDLORD:

SALINAS VALLEY MEMORIAL HEALTHCARE SYSTEM, a
California Health Care District

By:  _____

Print Name: **Travis Devashrayee**

Title: **Administrator**

TENANT:

SALINASIDENCE OPCO, LLC dba PACIFIC COAST POST ACUTE,
a California limited liability company

By: _____

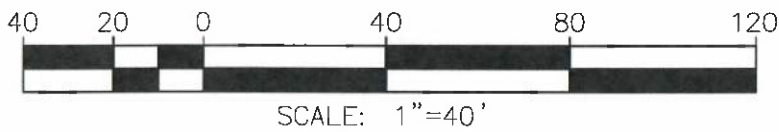
LIST OF EXHIBITS:

- Exhibit A Legal Description of Property
- Exhibit B Memorandum of Lease

EXHIBIT "A"

Parcel 2 as shown on the Parcel Map filed for record in the Monterey County Recorder's Office on December 21, 1988 in Book 17 of Parcel Maps, Page 150.

740 E Romie Parking Exhibit



Status **Active** PolicyStat ID **12515266**

Last Approved 09/2020
 Last Revised 09/2020
 Next Review 09/2023

Owner **Lorrie Oelkers:**
Director Internal
Audit &
Compliance
 Area **Administration**

Sale, Purchase, and Lease of District Real Property

I. POLICY STATEMENT

- A. It is the policy of Salinas Valley Health (SVH) to ensure compliance with all Federal, State, and local laws concerning district real property ownership, leasing, and management, including Division 23 of the Health and Safety Code of the State of California ("Local Health Care District Law").

II. PURPOSE

- A. The purpose of this policy is to ensure that all Real Property Transactions undertaken by SVH are in compliance with Local Health Care District Law, applicable state and federal laws, and this Policy and Procedure.
- B. This Policy standardizes the process and procedures for the determination the following:
1. The evaluation and selection of District Real Property to be involved in a Real Property Transaction;
 2. The selection of real estate brokerages ("Brokers") to be engaged by SVH;
 3. The sale, purchase, or lease term and conditions for District Real Property; and
 4. The processes to be used by SVH' executive management and administration (collectively, "Administration") in connection with a Real Property Transaction of District Real Property.

III. DEFINITIONS

- A. "Real Property" means land together with all the property on it that cannot be moved, together with any attached right.
- B. "Fair Market Value" means the price that an interested but not desperate buyer would be willing to pay and an interested but not desperate seller would be willing to accept on the open market assuming a reasonable period of time for an agreement to arise.

Page 174 of 245

3. Upon receipt of an offer to purchase District Real Property by a third-party, the offer shall be initially delivered to Administration for review. Administration shall review the offer for completeness. However, if by the terms of the offer, the period to reply is within the period of a regular meeting of the Board of Directors, Administration shall present the material terms and conditions of the offer to the Board of Directors for consideration with a recommendation.
4. Any offer, acceptance of offer, or counter-offer pertaining to the sale or purchase of District Real Property shall include a provision requiring and shall be contingent upon the approval of the definitive terms and conditions for sales and purchase agreement by the SVH Board of Directors.

B. Purchase of Real Property

1. Purchase of District Real Property must be supported as being consistent with fair market value by an independent opinion from a certified licensed real-estate professional. The Board has discretion in determining the purchase price of District Real Property, but such discretion should be consistent with the fair market value analysis in the opinion of value. Additional information and data that are unique to the District's specific needs and strategic objectives that are not utilized in determining the appraised value of the property may be taken into consideration for purposes of determining an appropriate purchase price. A property inspection will be performed as a condition of the purchase. This inspection will be made available to the Board of Directors for consideration.

C. Lease of Real Property where SVH is the lessee

1. Lease of District Real Property where SVH is the lessee must be supported by a market analysis of recent transactions in the surrounding area. This analysis is exempt from public records disclosure under the California Public Records Act during the period of time of negotiations and should be used to assist in the negotiation of price and terms. A property inspection will be performed as a condition of the lease. This inspection will be made available to the Board of Directors for consideration with the lease.

D. Lease of Real Property where SVH is the lessor

1. All inquiries to lease district real property shall be directed to Facilities and Construction Department for initial review. All inquiries shall be in written form, containing the proposed essential terms of the lease, including leasing party, location, square footage, price per square foot, length.
2. In the event that the inquiry is made through a listing agent employed by the District to actively market and lease district real property, the listing agent's primary contact shall be the Facilities and Construction Department.
3. Upon receipt of the written lease inquiry, the Facilities and Construction Department will incorporate the proposed terms into the attached Leasing Term Sheet, attached as Exhibit A.
4. Initially, the Facilities and Construction Department will consult with Business Development and Physician Integration to determine if any of the parties to the lease are members of the Hospital's Medical Staff or any other existing healthcare

Approval Signatures

Step Description	Approver	Date
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Standards

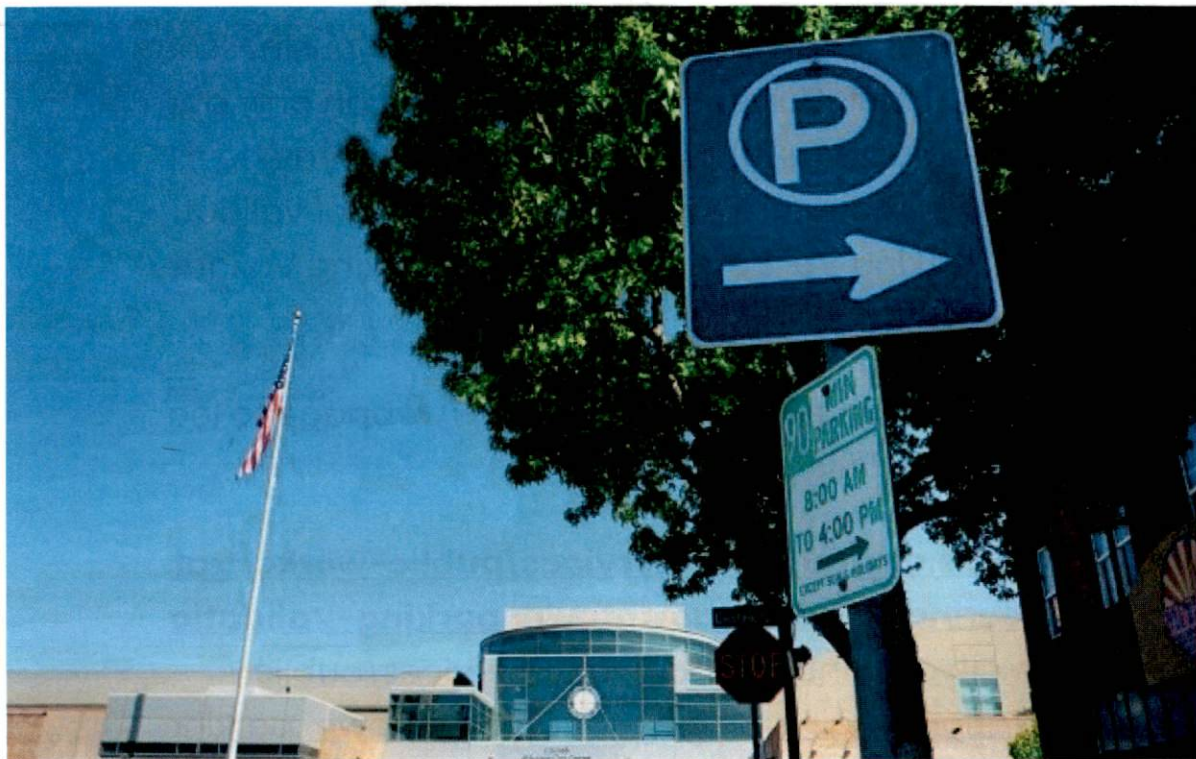
No standards are associated with this document

COPY



Home (<https://www.cityofsalinas.org/Home>) / Residents (<https://www.cityofsalinas.org/Residents>) / Parking and Citations (<https://www.cityofsalinas.org/Residents/Parking-and-Citations>) / **Downtown Parking District**

Downtown Parking District



Parking Rates

Monthly Rates:

- Monterey Street Garage: \$50.00/month
- Salinas Street Garage: \$40.00/month
- Parking Lot 5 & 8: \$55.00/month
- Parking Lot 12: \$40.00/month

Hourly Rates:

- Monterey Street Garage: \$1.25/hour

Please select an option below to learn more about the different parking options available:

Short Term Parking: Downtown Validation Program

The **Downtown Parking Validation Program** is available to businesses in the Downtown Parking District. Currently, parking validation only applies to the *Monterey Street Parking Garage*, although the program may be expanded to other parking locations in the future. There are two forms of validation available to businesses: Parking Validation Coupons & Parking Validation Encoder Machines.

Please visit the Downtown Parking Validation Program webpage to learn more about the Downtown Parking Validation Program:

<https://www.cityofsalinas.org/our-city-services/public-works/traffic-transportation-engineering/services/downtown-parking-validation-program> (<https://www.cityofsalinas.org/our-city-services/public-works/traffic-transportation-engineering/services/downtown-parking-validation-program>).

Long Term Parking: Monthly Parking Permits

Downtown monthly parking permits are available now for the months of June through December. *Please note that a parking permit is valid only for a specific lot for which it is purchased.*

Please visit the Parking Permits webpage for more information:

Board Paper: Finance Committee

Agenda Item: **Consider Recommendation for Board of Directors to approve procurement to replace our fleet of BD Infusion IV Pump equipment**

Executive Sponsor: Carla Spencer, Associate Chief Nursing Officer
Lisa Paulo, Chief Nursing Officer
Clement Miller, Chief Operating Officer

Date: April 22, 2024

Executive Summary

The clinical departments are requesting approval to enter into a new agreement with BD (Carefusion/Alaris) to replace our aging fleet of IV Infusion Pump equipment. Our current equipment ranges from 7yrs to 22 years old. Average life span for this equipment is 5-7 years.

The Infusion pumps allow for the precise delivery of fluids and medications, reducing the risk of errors and improving patient outcomes. Increased safety, as the infusion pumps can be programmed with safety limits to prevent over or under-dosing a patient, reducing the risk of adverse events.

Background/Situation/Rationale

On July 21, 2023, BD receives FDA 510(k) Clearance to update their BD Alaris Infusion Systems.

This FDA approval contains requirements that all Alaris Infusion equipment must be brought up to the new standard.

Then on Sept 9, 2023, we received notice from BD that they have finalized their FDA Remediation Plan on how they will execute the FDA requirement to upgrade all equipment;

*Units 6 years or newer will be upgraded at no cost to their Members.

*Units 7 years or older will need to be upgraded at reduced cost to their Members.

Following this announcement, we did a Market review for IV Infusion pump equipment, there are 7 vendors in this category, with BD at 43% market share and ICU Medical at 36% market share.

We invited ICU Medical to share with SVH leaders, their technology, and provide comparable opportunity.

The outcome of the inquiry confirmed that BD provided the lowest responsive responsible outcome.

Timeline/Review Process to Date:

[4/2021] BD submitted a 510 (k) notice to FDA for modifications: Software and Hardware

[7/2023] BD received approval of their 510 (k) clearance from the FDA, with Remediation needed

[9/2023] BD and FDA finalized FDA Remediation plan, held webcast to update Members

[10/2023] Discussion with BD on pricing

[10/2023] SVH started Market review for IV Infusion pump vendors

[1/2024] BD provides initial remediation quotes to SVH

[2/2024] ICU Medical presentation to SVH

[3/2024] SVH compares opportunity, selects the lowest responsive, responsible vendor

[4/2024] SVH brings opportunity to the Board

Meeting our Mission, Vision, Goals

Strategic Plan Alignment:

Approval of this contract will allow our organization to continue to provide high quality patient care services.

Pillar/Goal Alignment:

Service People Quality Finance Growth Community

Financial/Quality/Safety/Regulatory Implications:

Key Contract Terms	Vendor: BD (Carefusion/Alaris)
1. Proposed effective date	4/29/2024
2. Term of agreement	Capital Purchase
3. Renewal terms	NA – Purchase, 2 year warranty
4. Termination provision(s)	NA - Purchase
5. Payment Terms	Net 30
6. TOTAL cost	\$1,182,987.48 (\$1,082,826.07 + \$100,161.41 Tax)
7. Cost over life of agreement	\$1,182,987.48 (Biomed to service equipment)
8. Budgeted (indicate y/n)	Yes, FY24 Capital budget \$1,769,747.00

Recommendation

Consider Recommendation for Board of Directors to approve procurement of the BD Infusion IV Pump equipment, in the amount of \$1,182,987.48

Attachments

(1) BD Quote CPQ-15211



SALINAS VALLEY MEMORIAL HOSPITAL

Quote Date: April 02, 2024

Pricing stated is offered by CareFusion for acceptance by Customer until June 30, 2024

Toni Daniels (408) 495-1043

toni.daniels@bd.com

GPO: Vizient

Commitment: Disposables commitment >\$100,000 Annually and minimum \$200/bed Non-Dedicated commitment.

Alaris™ System Equipment (Hardware)				
Model	Product Description	Quantity	Unit Price	Extended Price
8015 BD	BD Alaris PC unit, model 8015 (v12.3.1)	249	\$2,533.68	\$630,886.32
8100 BD	BD Alaris Pump module, model 8100 (v12.1.2)	172	\$1,681.56	\$289,228.32
8110 BD	BD Alaris Syringe module (v12.3)	25	\$2,829.00	\$70,725.00
8120	Alaris PCA module (v12.3)	40	\$3,183.00	\$127,320.00
8300 BD	BD Alaris EtCO2 module (v12.3)	33	\$3,276.00	\$108,108.00
			Subtotal	\$1,226,267.64

Guardrails™ Suite License for Alaris™ System (Software)				
Product Description	Quantity	Unit Price	Extended Price	
Guardrails Point-of-Care Software for Pump modules	34	\$225.00	\$7,650.00	
			Subtotal	\$7,650.00

Implementation for Alaris™ System (Services) - Implementation costs are based on a single-phase Implementation.		
Services below provided per the Customer Order Attachments	Extended Price	
Equipment Check-in Services	\$31,140.00	
Subtotal		\$31,140.00

Total-Equipment, Licenses and Services	\$1,265,057.64
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Incentives		
Description of Incentives	Extended Price	
In consideration of Customer executing the applicable Agreement or Customer Order and providing a non-contingent purchase order on or before 06/30/2024, CareFusion shall provide a(n) Age-Based incentive in the amount of 15% for the return of Alaris devices between 7-10 years old incentive to be issued as a credit to Customer's account upon receipt of the confirmation form pursuant to Equipment Check-in.	(\$127,788.03)	
In consideration of Customer executing the applicable Agreement or Customer Order and providing a non-contingent purchase order on or before 06/30/2024, CareFusion shall provide a(n) Implementation incentive to be issued as a credit to Customer's account upon receipt of the confirmation form pursuant to Equipment Check-in.	(\$31,140.00)	
In consideration of Customer executing the applicable Agreement or Customer Order and providing a non-contingent purchase order on or before 06/30/2024, CareFusion shall provide a(n) Partnership incentive to be issued as a credit to Customer's account upon receipt of the confirmation form pursuant to Equipment Check-in.	(\$23,303.54)	
Subtotal		(\$182,231.57)

TOTAL ACQUISITION COST	\$1,082,826.07
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GRAND TOTAL	\$1,082,826.07
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Notes:

The Equipment purchased will be covered under the Partnership Warranty Repair Program for two (2) years.

The above BD Alaris™ Infusion System Equipment and the serial numbers associated with it are covered by the BD Alaris™ Infusion System 7-year Limited Parts Warranty. To view the service description, go to bd.com/self-service and sign in or register for an account. Once logged in, entering **BD-95176** in the top search bar will bring up the document to view or download.

For additional assistance, you can send an email to G-CTS-AlarisServiceSales@bd.com and include your name, phone number, city and state, along with any questions you may have.

This Alaris Product Agreement is governed by the Master Terms and Conditions and relevant Products Agreements, as applicable.

Applicable sales and use taxes are not included. If Customer is tax exempt, Customer must ensure that a tax exemption certificate is on file with CareFusion.

Equipment Disposal or Trade-In			
Quantity	Equipment	Owned or Leased	Value per Unit

Quotation: CPQ-15211

Product Agreement



SALINAS VALLEY MEMORIAL HOSPITAL

Quote Date: April 02, 2024

Pricing stated is offered by CareFusion for acceptance by Customer until June 30, 2024

Toni Daniels (408) 495-1043

toni.daniels@bd.com

GPO: Vizient

Commitment: Disposables commitment >\$100,000 Annually and minimum \$200/bed Non-Dedicated commitment.

249	Alaris PCU Module	Owned - Returned	\$0.00
138	Alaris LVP Module	Owned - Returned	\$0.00
25	Alaris SYR Module	Owned - Returned	\$0.00
74	Alaris PCA Module	Owned - Returned	\$0.00
33	Alaris ETCO2 Module	Owned - Returned	\$0.00

Quotation: CPQ-15211

Product Agreement



SALINAS VALLEY MEMORIAL HOSPITAL

Quote Date: April 02, 2024

Pricing stated is offered by CareFusion for acceptance by Customer until June 30, 2024

Toni Daniels (408) 495-1043

toni.daniels@bd.com

GPO: Vizient

Commitment: Disposables commitment >\$100,000 Annually and minimum \$200/bed Non-Dedicated commitment.

Customer and CareFusion, by their duly authorized representatives, have entered into this Product Agreement effective as of the date of CareFusion's signature below ("Effective Date").

Customer

CareFusion Solutions, LLC

By: _____

By: _____

Print: _____

Print: _____

Title: _____

Title: _____

Date: _____

Date: _____

These Terms apply to hardware, including replacement and spare parts associated with such hardware (collectively, “**Equipment**”) and associated Software (as defined in the Master Agreement) (collectively the “**Alaris Products**”) shown in the Equipment table of the Product Agreement.

1. **Remediation Plan.** As detailed in the BD Alaris™ Infusion System Remediation Plan letters dated August 28, 2023 and October 16, 2023, which are incorporated herein by reference, your facility was informed of certain details of CareFusion’s plan for remediation of existing Equipment, including the published expected service life of Customer’s fleet of existing Equipment, the need to remediate Customer’s Equipment that are within their expected service life (“**Remediated Devices**”), the need to replace Equipment that is nearing or has exceeded expected service life, and the requirement to return Equipment that cannot be remediated to CareFusion for destruction (“**Replaced Devices**”) (collectively, the “**Remediation Plan**”).
2. **Remediation Plan Process.** In connection with the Remediation Plan, Customer agrees to promptly meet and confer with CareFusion to provide site specific details needed to plan specific actions to be taken with respect to the Remediation Plan. CareFusion will then designate a Remediation Plan Project Manager and assign a Remediation Plan Project Team to Customer. Customer and CareFusion agree to conduct planning sessions, including kickoff meetings and meetings to address specific Remediation Plan topics with respect to Nursing, IT/Biomed and Pharmacy. Following the planning sessions, CareFusion will assign field service resources, conduct a detailed Biomed planning call, deliver a detailed report of specific actions to be taken with respect to the Remediation Plan, and schedule remediation.
3. **Further Acknowledgments.**
 - a. CareFusion shall conduct the Remediation Plan in accordance with all applicable laws and execute the Remediation Plan in a workmanlike manner, conforming to generally accepted applicable standards. Customer shall provide cooperation and assistance that is required or requested by CareFusion in connection with the completion of the Remediation Plan, including using commercially reasonable efforts to assist CareFusion with the resolution of any problems that may impede or delay the timely completion of the Remediation Plan. Customer further acknowledges that the delivery, installation, and implementation of Alaris Products required for remediation is contingent upon Customer’s acknowledgement and its surrender of Replaced Devices. When CareFusion delivers Alaris Products to Customer pursuant to these Terms, Customer will be deemed to transfer to CareFusion, all right, title, and interest in and to Replaced Devices. Customer’s existing paid-up software licenses that attach to the Replaced Devices will transfer 1:1 to Alaris Products delivered pursuant to these Terms, solely to the extent Replaced Devices are returned to CareFusion. Un-remediated Equipment, whether identified during the Remediation Plan or thereafter, is not compatible with Alaris Products and should be promptly returned to CareFusion or scheduled for remediation or replacement, as applicable. Such un-remediated Equipment shall not be eligible for software license or contracted services.
 - b. Customer hereby commits to completion of the Remediation Plan pursuant to these Terms and CareFusion will commence scheduling of remediation activities as soon as possible following execution of this Product Agreement.
 - c. CareFusion is making available certain incentives based on unique Customer circumstances and the age of Equipment in view of expected service life, terms and conditions of which are attached hereto as Exhibit A. Customer must acknowledge and agree to the terms and conditions herein prior to receiving such discounts or incentives.
 - d. The value of any rebates, discounts or incentives provided to you may constitute a “discount or other reduction in price” under Section 1128B(b)(3)(A) of the Social Security Act 42 U.S.C. Sec. 1320a-7b(b)(3)(A). CareFusion and Customer shall satisfy any and all requirements imposed on buyers or sellers, as applicable, relating to discounts or reductions in price, including, when required by law, to disclose all discounts or other reductions in price received from CareFusion and to accurately report under any state or federal health care program the net cost actually paid by Customer.



Remediation Plan and Decommissioning Agreement

EXHIBIT A REMEDIATION PLAN INCENTIVES

Replacement Program. For BD Alaris™ PC Unit, BD Alaris™ Pump, Alaris™ PCA, BD Alaris™ Syringe and BD Alaris™ EtCO₂ modules less than 7 years old as of July 21, 2023 ship date, CareFusion will replace Customer's existing operating Equipment with cleared Alaris Products ("**Placed Devices**") 1:1 at CareFusion's expense. Customer acknowledges and agrees that CareFusion will retrieve all Equipment ("**Replaced Devices**"), including associated replacement and spare parts. Customer acknowledges that Replaced Devices and associated replacement and spare parts are under recall, are not compatible with Placed Devices and must be returned to CareFusion. In the event Customer does not return Replaced Devices 1:1 for each unit of Placed Devices within 3 months of completion of the Remediation Plan, CareFusion has the right to invoice Customer the price per unit listed on the Product Agreement issued pursuant to the applicable Customer Order for the equivalent number of Placed Devices representing the shortfall of Replaced Devices. Customer's existing paid-up Software licenses that attach to the Replaced Devices will transfer 1:1 to Placed Devices.



Product Agreement Alaris® Products Equipment Check-In

These terms apply to the Equipment Check-In services described below (“Services”) provided by CareFusion to Customer pursuant to the applicable Product Agreement between the Parties

1. **Customized Data Set; Modules.** “Customized Data Set” means the unique data set developed by Customer for use with the Software. Customer shall complete the Customized Data Set at least two (2) weeks before CareFusion begins performance of the Services. “Modules” shall mean the number of Alaris® System devices (Alaris® PC Units and/or Alaris® System modules) equal to the Number of Modules stated above.
2. **Project Management.** Each Party will designate an experienced project manager to serve as its point of contact during performance of the Services. The Parties will jointly develop an implementation project plan and timeline.
3. **Equipment Check-In.** CareFusion shall:
 - unpack and test each Module in accordance with the applicable DFU and provide Customer with summary test report;
 - unpack and assemble CareFusion purchased IV stands that are available before the scheduled unpacking date;
 - affix non-electronic Customer-provided self-adhesive asset identifying stickers, if any, onto Modules; and
 - if applicable, upload and confirm presence of the Customized Data Set.Customer shall:
 - provide an adequate workspace with wireless access for the CareFusion technical team;
 - if applicable, complete the Customized Data Set at least two (2) weeks before CareFusion begins performance of the services.
4. **Confirmation Form.** Upon CareFusion’s completion of the Services, Customer shall execute an Equipment Check-In Confirmation Form confirming CareFusion’s completion of the Services.
5. **Fee.** In consideration of CareFusion’s performance of the Services, Customer shall pay CareFusion the Implementation Fee stated in the Product Agreement.

*TRANSFORMATION, STRATEGIC PLANNING
AND GOVERNANCE COMMITTEE*

*Minutes of the
Transformation, Strategic Planning,
and Governance Committee
will be distributed at the Board Meeting*

(ROLANDO CABRERA, MD)

Medical Executive Committee Summary – April 11, 2024

Items for Board Approval

Credentials Committee

Initial Appointments:

APPLICANT	SPECIALTY	DEPT	PRIVILEGES
Bird, Christopher, MD	Neurology	Medicine	Neurology
Black, Evan, MD	Neurology	Medicine	TeleNeurology
Brunson, John Jr., MD	Radiology	Surgery	Remote Radiology – Salinas Valley Health Medical Center and Center for Advanced Diagnostic Imaging (CADI) at Ryan Ranch
Mandeville, Ross, MD	Neurology	Medicine	TeleNeurology

Reappointments:

APPLICANT	SPECIALTY	DEPT	PRIVILEGES
Acton, Danielle, MD	Family Medicine	Family Medicine	Family Medicine – Active Community
Andrade, Jacob, MD	Radiation Oncology	Medicine	Radiation Oncology
Berry, Glenn, MD	Anesthesiology	Anesthesiology	Anesthesiology: Core with special privileges.
De Leo, Andrea, DO	Neurology	Medicine	TeleNeurology: Core.
Falkoff, Gary, MD	Radiology	Surgery	Diagnostic Imaging and Center for Advanced Diagnostic Imaging (CADI) at Ryan Ranch
Floyd, Amanda, MD	Neurology	Medicine	TeleNeurology
Labroo, Eshan, MD	Family Medicine	Medicine	Hospitalist – Adult
Lim, Kelvin, MD	Orthopedics	Surgery	Orthopedics Surgery Hand Surgery
Macedo, Joseph, MD	Ob Hospitalist	Ob/Gyn	Ob Hospitalist Gyn Hospitalist
Ordookhani, Arash, MD	Internal Medicine	Medicine	Hospitalist
Prochazka, Simona, MD	Anesthesiology	Anesthesiology	Anesthesiology
Rudrapatna, Vivek, MD	Internal Medicine	Medicine	Medicine – Active Community
Tan, Joshua, DO	Internal Medicine	Medicine	Hospitalist – Adult
Trapp, Terrence, MD	Otolaryngology	Surgery	Otolaryngology

Privilege Modifications:

NAME	SPECIALTY	PRIVILEGE
Goodwein, Shelley, MD	Ob/Gyn	Temporary privileges effective 4/9/2024 while awaiting Board approval.
Romero, Pablo, MD	Family Medicine	Active Community privileges effective April 3, 2024.

Staff Status Modifications:

NAME	SPECIALTY	STATUS	RECOMMENDATION
Bahia, Surinder, MD	Family Medicine	Provisional	Recommend advancement to Active staff.
Cefala, Edward, MD	Radiology	Provisional	Recommend advancement to Active staff.
Dar, Nabeel, MD	Radiology	Telemedicine	Resignation effective 3/15/2024.
Fernandez, James-Reza, MD	Radiology	Telemedicine	Resignation effective 1/30/2024.
Goodwein, Shelley, MD	Ob/Gyn	Leave of Absence	Requesting to return from Leave of Absence effective April 1, 2024.

Hazrati, Ehsan, MD	Internal Medicine	Provisional	Recommend advancement to Active staff.
Hedayati, Behzad, MD	Radiology	Telemedicine	Resignation effective 4/15/2023.
Kurapati, Surender, MD	Radiology	Telemedicine	Resignation effective 3/15/2024.
Lee, Sherry, DO	Pediatrics	Provisional	Requesting a Leave of Absence effective April 27, 2024.
Maynard, Walter, MD	Radiology	Telemedicine	Resignation effective 3/15/2024.
Renfer, Leonard, MD	Urology	Active	Requesting Senior Active status effective immediately.
Romero, Pablo, MD	Family Medicine	Senior Active	Requesting Active Community status effective April 3, 2024.
Taylor, Colleen, MD	Emergency Medicine	Provisional	Recommend advancement to Active staff.
Vegesna, Neelilma, MD	Ob/Gyn	Active	Requesting a Leave of Absence effective April 30, 2024.

Other Items:

Aziz, Shehzad, MD Hematology & Oncology	Recommend granting an exception to the credentialing requirement for current board certification based on years of experience and knowledge of the applicant's quality of patient care.
Rules and Regulations Amendment: FPPE/OPPE Proctoring for Tele Health Providers	Recommend approval of the revision to the Focused Professional Practice Evaluation (FPPE) and Ongoing Professional Practice Evaluation (OPPE) or Proctoring for Tele Health providers to accept FPPE and OPPE reports from contracted TJC accredited organizations. <i>(Attached)</i>
Dept. of Medicine – Clinical Privileges Delineation Cardiology – Revision	Recommend approval of the revision to the reappointment criteria for Cardiology as well as the addition of ECMO Special Privileges. <i>(Attached)</i>
Taylor Farms Family Health & Wellness Center (TFFHWC) – Clinical Privileges Delineation – Revision	Recommend approval of the revision to the Taylor Farms Family Health & Wellness Center (TFFHWC) clinical privilege delineation adding Pediatrics as a specialty. <i>(Attached)</i>
Revise Medical Staff & Advanced Practice Application – Requirements for Previous Malpractice Insurance Carriers	Recommend approval of a reduced requirement for lifetime information on previous malpractice insurance carriers to information on carriers for the previous 5 years.
FPPE Proctoring 1st Quarter Report 2024	The Committee recommended approval the 1st Quarter 2024 FPPE Proctoring report.

Policies/Plans and Privilege Forms Recommended for Approval:

Laboratory Quality Management Plan

Attachments:

1. Telemedicine Credentialing Policy
2. Cardiology Clinical Privilege Delineation
3. Taylor Family Farms Family Health & Wellness Center Clinical Privilege Delineation
4. Laboratory Quality Management Plan

Informational Items:

I. Committee Reports:

- a. Credentials Committee
- b. Interdisciplinary Practice Committee
- c. Medical Staff Excellence Committee
- d. Quality and Safety Committee Reports:
 - Patient Safety Week 2024
 - Department/Service Quality Improvement Reports
 - Information Technology – Systems Security
 - Risk Management
 - Fall Committee
 - Accreditation and Regulatory
 - Chest Pain Program
 - Environment of Care Committee Yearly Report

II. Other Reports:

- a. Emergency Medicine Department Report
- b. Summary of Executive Operations Committee Meetings
- c. Medical Staff Excellence Committee
- d. Summary of Medical Staff Department/Committee Meetings
- e. Medical Staff Treasury Report
- f. Medical Staff Statistics Year to Date
- g. Health Information Management (HIM) Update
- h. Financial Update
- i. HCAHPS Update

III. Other Items Approved:

- a. Patient Safety Program Plan
- b. Risk Management Plan

**Salinas Valley Health Medical Center
Clinical Privileges Delineation
Cardiology**

Applicant Name: _____

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

Eligibility Criteria:

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

Current certification in internal medicine and active participation in the examination process leading to subspecialty certification or subspecialty certification in cardiovascular medicine by the American Board of Internal Medicine or the American Osteopathic Board of Internal Medicine with Special Qualifications in Cardiology.

Or

- Successful completion of an ACGME- or AOA- accredited post-graduate training program in cardiovascular medicine.

And

- Documentation of active cardiology practice in an accredited hospital or healthcare facility for at least two (2) years or demonstrate successful participation in a hospital-affiliated formalized residency or special clinical fellowship.

General Privilege Statement

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

Cardiology Core Privileges *(Required)*

Admit, evaluate, diagnose, treat and provide consultation to patients presenting with diseases of the heart, lungs, and blood vessels and manage complex cardiac conditions such as heart attacks, and life-threatening, abnormal heartbeat rhythms. The core privileges in this specialty include the procedures on the attached list and such other procedures that are extensions of the same techniques and skills; advanced cardiac life support (ACLS), cardioversion, insertion and management of central venous and pulmonary artery catheters, use of thrombolytic agents, pericardiocentesis, echocardiography interpretation including stress echocardiography and transesophageal echocardiography, Holter monitoring, treadmill testing, including radio nuclide studies, temporary transvenous pacemaker placement, intra-aortic balloon pump placement, and electrical cardioversion. **Note:** The core privileges in this specialty include the procedures on the attached list and such other procedures that are extensions of the same techniques and skills.

Maintenance of Privilege: ~~Applicants must be able to demonstrate the maintenance of competence by evidence of the performance of at least 100 varied core procedures in the hospital over the reappointment cycle.~~

To be eligible to renew privileges in cardiovascular disease (cardiology), the applicant must demonstrate current competence and an adequate volume of experience of at least one-hundred (100) patients reflective of the scope of privileges requested, within the past 24 months based on results of ongoing professional practice evaluation and outcomes.

Interventional Cardiology Core Privileges

Requested

Qualifications: Same as for Cardiology Core above plus a one-year fellowship program in interventional cardiology and eligibility for subspecialty certification in interventional cardiology. Applicants must provide documentation of 125 successful interventional procedures in the past 2 years.

Maintenance of Privilege: Applicants must demonstrate the maintenance of competence by evidence of the performance of at least 50 interventional procedures over the reappointment cycle.

Core Privileges: Admit, evaluate, treat and provide consultation to patients with acute and chronic coronary artery disease, acute coronary syndromes and valvular heart disease including the provision of consultation, including but not limited to chronic ischemic heart disease, acute and stable ischemic syndromes, and valvular heart disease and technical procedures and medications to treat abnormalities that impair the function of the heart. Care of patients in the cardiac care units, emergency department or other intensive care units. The core privileges in this specialty include the procedures on the attached list and such other procedures that are extensions of the same techniques and skills.

Cardiac Electrophysiology Core Privileges

Requested

Qualifications: Successful completion of an ACGME-or AOA-accredited training program in cardiology followed by completion of an accredited training program in Clinical Cardiac Electrophysiology (CCEP). Documentation of the successful performance of at least 150 intracardiac procedures during the past 12 months.

Maintenance of Privileges: Applicants must be able to demonstrate the maintenance of competence by evidence of the performance of at least 150 intracardiac procedures over the reappointment cycle. In addition, continuing education related to CCEP should be required

Core Privileges: Admit, evaluate, treat and provide consultation to acute and chronically ill patients with a variety of heart rhythm disorders; including but not limited to sinus node dysfunction, atrioventricular (AV) and intraventricular block, and supraventricular and ventricular tachyarrhythmias; clinical conditions of unexplained syncope, aborted sudden cardiac death, palpitations, Wolff-Parkinson-White (WRW) syndrome, and long QT syndrome, care of patients in the cardiac care unit, emergency room, or other intensive care settings, care of patient in the cardiac care unit, emergency room, or other invasive settings; before and after an electrophysiologic procedure; with temporary and permanent pacemakers; with postoperative arrhythmias and care of patients with ICDs. The core privileges in this specialty include the procedures on the attached list and such other procedures that are extensions of the same techniques and skills.

Peripheral Endovascular Core Privileges

Requested Core Privileges in this specialty include the procedure on the attached list and such other procedure that are extension of the same techniques and skills

All candidates for interventional privileges must qualify for vascular interventions based on fellowship or experience. The candidate shall have spent a minimum of twelve months of full time experience in invasive laboratory and have performed a minimum of diagnostic peripheral angiographic studies and/or peripheral intervention cases listed below in the capacity of primary operator. The candidate must provide the Credentials Committee with documentation of specific procedure and patient for each case. For documentation purposes, the Credentials Committee will consider only the number of procedures, not the number of lesions, as counting toward the candidate's eligibility. The fellowship must also include intensive training in all aspects of a body of knowledge

Cardiologists: Documentation of a successful completion of a (3) three year fellowship which included peripheral angiography training with peripheral intervention training as part of a fourth year fellowship.

Radiologists: Documentation of the inclusion of angiographic training during a residency program with the addition of peripheral intervention training during a minimum (1) one year fellowship.

Vascular Surgeons: Documentation of the successful completion of a vascular fellowship of at least (1) one year in duration with catheter directed techniques as part of the fellowship.

Core Proctoring Requirements for All Categories:

Core proctoring requirements include direct observation or concurrent review as per proctoring policy contained in the Medical Staff General Rules and Regulations.

Special Procedures/Privileges

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

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

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

(R)=Requested (A)=Recommended as Requested (C)=Recommended w/Conditions (N)=Not Recommended
 Note: *If recommendations for clinical privileges include a condition, modification or are not recommended, the specific condition and reason for same must be stated on the last page of this form.*

Applicant: Check box marked "R" to request privileges

R	A	C	N	Procedure	Initial Appointment	Proctoring	Reappointment
				Moderate Sedation	Current ACLS Certification AND Signed attestation of reading SVHMC Sedation Protocol and learning module AND Completion of written moderate sedation exam with minimum of 75% correct.	1	Current ACLS Certification AND Completion of written moderate sedation exam with minimum 75% correct AND Performance of at least two (2) Cases within the past 24 months
				Implantation of Cardiac Defibrillator For Non-Cardiac Electrophysiologists	Current IBHRE CCDS Certification AND Documentation of the successful completion of 12 ICD implant procedures within the past 24 months (IBHRE: International Board of Heart Rhythm Examiners) (CCDS: Certified Cardiac Device Specialist)	1	Current IBHRE CCDS Certification AND Performance of at least 12 cases within the past 24 months
				Implantable Cardiac Defibrillator Generator Change Only For Non-Cardiac Electrophysiologists	Documentation of the successful completion of 12 of the following procedures – the majority of which must have been ICD Generator Changes: Permanent pacemaker placement ICD Implantation ICD Generator Change	1	Performance of a least 12 cases within the past 24 months

Applicant: Check box marked "R" to request privileges

R	A	C	N	Procedure	Initial Appointment	Proctoring	Reappointment
				Myocardial Perfusion Imaging Interpretation and Supervision	Certification in nuclear cardiology by the Certification Board of Nuclear Cardiology (CBNC) OR Board certified in cardiology and completion of a minimum of a four (4) month training program in nuclear cardiology (1995 or later) OR Board certified in Nuclear Medicine OR Board certified in radiology with at least four (4) months of nuclear cardiology training OR Board certified in radiology with at least one (1) year of nuclear cardiology practice experience with independent interpretation of at least 600 nuclear cardiology studies AND Documentation of having read at least 30 cardiac nuclear studies within the past 24 months.	1	Read at least 30 cardiac nuclear studies within the past 24 months
				Laser Lead Extraction	Documentation of successful completion of approved course for utilization of laser AND Successful completion of five (5) laser lead extraction procedures performed with the laser vendor company trainer.	First 3 Retrospectively Reviewed	Performance of at least two (2) procedures within the past 24 months.
				Permanent Pacemaker Insertion For Non-Electro Physiologists	Successful completion of 12 Pacemaker procedures within the past 12 months	1	Performance of at least 24 procedures within the past 24 month.

Applicant: Check box marked "R" to request privileges

R	A	C	N	Procedure	Initial Appointment	Proctoring	Reappointment
				Cardiac & Vascular MRI <i>(includes coronary calcium scoring)</i>	Successful completion of an ACGME-approved cardiovascular disease fellowship, a general radiology residency, or a nuclear medicine program with documentation of at least three (3) months full time training in CMR (Cardiac Magnetic Resonance) AND Documentation of having interpreted at least 150 CMR studies (50 in which the candidate was physically present and involved in the acquisition and interpretation of the case AND at least 25% of which were vascular) Policy - Limited to: Aorta and upper extremity arteries Extracranial cerebrovascular arteries Pelvic and lower limb arteries Renal arteries Mesenteric arteries MR peripheral venography	5	Conduct and interpret 50 CMR exams within the past 24 months AND 10 hours of CME in CMR within the past 24 months
				Diagnostic Cardiovascular And Peripheral Vascular Ultrasound	Current unrestricted Cardiology Privileges AND 200 peripheral vascular ultrasound cases in the past 24 months AND 15 hours of CME relevant to cardiac imaging	1	200 vascular ultrasound cases within the past 24 months

Applicant: Check box marked "R" to request privileges

R	A	C	N	Procedure	Initial Appointment	Proctoring	Reappointment
				<p>Coronary CT Angiography</p> <p><i>(includes coronary calcium scoring)</i></p>	<p>Basic education: MD or DO AND Minimum formal training</p> <p>Successful completion of an ACGME-/AOA-accredited postgraduate program in radiology, nuclear medicine, or cardiovascular disease AND Documentation of: 8-weeks of cumulative training in Coronary CT Angiography</p> <p>150 contrast Coronary CT Angiograms*, 50 for which the applicant was present, acquired and interpreted the exam OR 150 contrast Coronary CT Angiograms*, 50 for which the applicant was present, acquired and interpreted the exam AND 20 hours of CCT CME hours</p> <p>Required previous experience: Applicants 2 years or more post formal training must be able to document the successful performance and interpretation of at least 50 cardiac CT angiograms within the past 24 months*</p>	<p>The first three (3) Coronary CT Angiograms will be quality reviewed by another physician with unrestricted Coronary CT Angiography privileges.</p>	<p>Applicants must be able to demonstrate that they have maintained competence by documenting that they have</p> <ul style="list-style-type: none"> • Successfully performed and interpreted at least 20 Coronary CT Angiograms over that reappointment cycle, and • 20 hours of Category 1 CME on CCT every 36 months <p>In the event that an otherwise qualified applicant does not meet the volume criteria for reappointment, the use of over-reads, reviewed and accepted by the Department Chair, may be counted as activity</p>

*Coronary calcium scoring does not qualify as meeting these requirements

Applicant: Check box marked "R" to request privileges

R	A	C	N	Procedure	Initial Appointment	Proctoring	Reappointment
				Carotid Angioplasty Stenting	<p>Applicant must be a Board Certified (or board qualified) Endovascular Trained Surgeon (cardiovascular, vascular, neurosurgeon), Subspecialty Interventional Trained Board Certified (or board qualified) Cardiologist, or Board Certified (or board qualified) Interventional Radiologist</p> <p>AND</p> <p>Be Advanced Cardiac Life Support (ACLS) Certified</p> <p>AND</p> <p>Documented successful completion of 25 carotid endovascular interventions as principal operator, training or experience as defined below:</p> <p>Training: completion of a dedicated vascular training program with participation in a minimum of 25 carotid interventions, ten (10) as primary operator.</p> <p>OR</p> <p>Experience: Documented previous experience of participation in a minimum of 25 carotid interventions, ten (10) as primary operator, with prior attendance at 2 live demonstration education courses on peripheral vascular technique with clear emphasis on carotid therapy.</p>	<p>First five (5) cases must be performed in the presence of a certified* proctor</p>	<p>Operator must perform a minimum of ten (10) carotid interventions within the past 24 months with acceptable complication rate as reported in peer-reviewed literature</p>
				Implantable Pressure Sensor/Monitor (CardioMEMS System)	<p>Qualification for Cardiology Core Privileges</p> <p>AND</p> <p>An additional one (1) year fellowship program in cardiac electrophysiology, interventional or invasive cardiology</p>	<p>First three (3) cases</p>	<p>Performance of at least three (3) procedures within the past 24 months</p>

*A certified proctor is defined as an individual that has been approved by the designated device manufacturer

R	A	C	N	Procedure Transcatheter Aortic Valve Replacement (TAVR)	Initial Appointment	Proctoring	Reappointment
				Both a cardiovascular surgeon and an interventional cardiologist with TAVR privileges must be present at each case performed.	<p>A. Board eligible/certified in Interventional Cardiology or Cardiothoracic Surgery</p> <p>B. Physician must provide documentation of product-specific vendor training within the last six (6) months; AND Documentation of one (1) observed case and two (2) completed simulations (performed in training).</p> <p>OR</p> <p>C. Applicants who have recently (within the past one year) completed residency/fellowship training must submit a letter from the program director attesting to their competency to perform TAVR procedures as primary interventionalist/surgeon; AND Provide case logs documenting experience in 6 cases as primary interventionalist/surgeon.</p> <p>OR</p> <p>D. Document current experience which must include six (6) cases as primary interventionalist/surgeon within the previous twelve (12) months</p>	<p>The first five (5) Transfemoral TAVR cases must be concurrently supervised. (Additional proctored cases may be requested at the discretion of the proctor or department chair.)</p> <p>Qualified Proctors include:</p> <ol style="list-style-type: none"> Vendor-representative physician proctors <ul style="list-style-type: none"> Cardiovascular surgeons / interventional cardiologists on staff who have completed twenty (20) unsupervised TAVR procedures <p>AND</p> <ul style="list-style-type: none"> Extensive experience in the recognition and management of intra-procedural complications and advanced troubleshooting skills <ol style="list-style-type: none"> Other physicians with documented unsupervised TAVR privileges. 	<p>A. Twelve (12) successful TAVR cases as primary or assistant interventionalist in the two (2) years period preceding reappointment;</p> <p>OR</p> <p>B. Retraining within the last six (6) months with documented completion of at least one (1) observed case and two (2) simulations.</p>

R	A	C	N	Procedure	Initial Appointment	Proctoring	Reappointment
				Transcatheter Mitral Valve Repair (TMVR) <i>MitraClip</i>	<p>A. Board eligible/certified in Interventional Cardiology or Cardiothoracic Surgery AND B. Documentation of current experience in transeptal technique AND C. Documentation of current privileges for PFO/ASD percutaneous closure D. Physician must provide documentation of product-specific vendor training within the last six (6) months; AND E. Documentation of one (1) observed case and two (2) completed simulations (done in training). OR F. Applicants who have recently (within the past) completed a dedicated interventional fellowship must submit a letter from the residency/fellowship program director attesting to their competency to perform TMVR repair procedures as primary interventionalist/surgeon; AND Provide case logs documenting experience in six (6) cases as primary interventionalist/ surgeon. OR Documentation of current experience which must include six (6) cases as primary interventionalist/surgeon over the previous twelve (12) months</p> <p>Current California State X-Ray S&O Fluoroscopy Certification</p>	First Five (5) cases	Ten (10) successful cases as primary interventionalist/ surgeon within the previous 24 months.
				Use of Fluoroscopy	Current California State X-Ray S&O Fluoroscopy Certification	None	Current California State X-Ray S&O Fluoroscopy Certification

SVHMC Peripheral Vascular Interventions Privileging Criteria:

Qualification by Fellowship Training:

Cardiologists: three (3) year fellowship which includes peripheral angiography training with peripheral intervention training as part of a fourth (4) year fellowship.

Radiologists: the inclusion of angiographic training during a residency program with the addition of peripheral intervention training during a minimum of a one (1) year fellowship.

Vascular Surgeons: completion of a vascular fellowship of at least one year’s duration with catheter directed techniques as part of the fellowship.

All candidates for interventional privileges must qualify for vascular interventions based on fellowship or experience. The candidate shall have spent a minimum of twelve months of full time experience in invasive laboratory and have performed a minimum of diagnostic peripheral angiographic studies and/or peripheral intervention cases listed below in the capacity of primary operator. The candidate must provide the Credentials Committee with documentation of specific procedure and patient for each case. For documentation purposes, the Credentials Committee will consider only the number of procedures, not the number of lesions, as counting toward the candidate’s eligibility. The fellowship must also include intensive training in all aspects of a body of knowledge.

Percutaneous Vascular Interventions:

Percutaneous transluminal angioplasty which will include endovascular stent placement, atherectomy, rotablation, and other techniques that may involve the following:

Applicant: Check box marked “R” to request privileges

R	A	C	N	Procedure	Initial Appointment	Proctoring	Reappointment
				Aortic Stent Placement With or Without Stent Graft <u>Policy Statement:</u> Individuals who fulfill 1 or 2 below, but not both, will be required to have an individual present who possesses the outstanding privilege(s). 1. Aortography and endovascular privileges. 2. Privileges to repair an abdominal aortic aneurysm	Document successful completion of the stent manufacturer’s training course.	1 (first case)	Must perform a minimum of one (1) aortic stent graft within the past 24 months

Other Vascular Interventions:

Applicant: Check box marked "R" to request privileges

R	A	C	N	Procedure	Initial Appointment	Proctoring	Reappointment
				<p>Thoracic Endovascular Stenting</p> <p>Protocol: Procedure must be performed in an Operating Room setting with angiography and fluoroscopy capability, AND An individual with Cardiothoracic or Vascular Surgery at SVHMC privileges must be present in the operating room during the procedure.</p>	<p>Applicant must be ABMS Board Certified or Board Qualified in Cardiac, Thoracic or Vascular Surgery with documented Endovascular Training or Board Certified or Board Qualified in Interventional Cardiology or Interventional Radiology, AND Possess current privileges for aortic stent graft placement at SVHMC AND Document successful completion of the manufacturer's required training for use of the thoracic stent</p>	<p>Proctoring required on the first three (3) cases by a proctor certified by the stent manufacturer*</p>	<p>Must perform a minimum two (2) thoracic endovascular stent procedures within the past 24 months.</p>
				<p>Percutaneous Implantation of Short Term Mechanical Circulatory Support Device</p>	<p>Unrestricted clinical privileges in Cardiology or Cardiothoracic Surgery AND Current Fluoroscopy Certification* AND Onsite orientation by the device manufacturer representative</p> <p>*Fluoroscopy certification required only for providers performing this procedure in the Cardiac Catheterization Lab. Procedures performed in the Operating Room are undertaken using echo guidance</p>	<p>1 Retrospective review of one Implantation case</p>	<p>N/A</p>

* A certified proctor is defined as an individual that has been approved by the designated device manufacturer.

Other Vascular Interventions:

Applicant: Check box marked "R" to request privileges

R	A	C	N	Procedure	Initial Appointment	Proctoring	Reappointment
				<p>Percutaneous Implantation of Permanent Mechanical Device for Left Atrial Appendage Occlusion - Watchman</p>	<p>Unrestricted clinical privileges in Interventional Cardiology or Cardiac Electrophysiology AND Documentation of 25 Trans Septal Sticks AND Current Fluoroscopy Certification* AND Onsite orientation by the device manufacturer representative *Fluoroscopy certification required only for providers performing this procedure in the Cardiac Catheterization Lab. Procedures performed in the Operating Room are undertaken using echo guidance</p>	<p>1 (by a certified proctor) A certified proctor is defined as an individual that has been approved by the designated device manufacturer.</p>	<p>N/A</p>
<u>R</u>	<u>A</u>	<u>C</u>	<u>N</u>	<p>Procedure Percutaneous Catheter Placement for Extracorporeal Membrane Oxygenation (ECMO) prior to patient transfer</p>	<p>Initial Appointment Unrestricted clinical privileges in Peripheral Vascular Interventional Cardiology AND Documentation of 3 successful cases in the previous 24 months Fluoroscopy certification required only for providers performing this procedure in the Cardiac Catheterization Lab. Procedures performed in the Operating Room are undertaken using echo guidance</p>	<p>Proctoring 1 Retrospective Review</p>	<p>Reappointment 1 in the previous 2 years</p>

Salinas Valley Memorial Healthcare System

Core Procedure List: The core privileges in this specialty include the procedures on the attached list and such other procedures that are extensions of the same techniques and skills. When there is ambiguity as to whether a procedure is included in core, it should be clarified with the Department Chair, Chief Medical Officer and/or the Chief of Staff

Cardiology

1. Abdominal paracentesis
2. Arterial line placement
3. Cardioversion, electrical, elective
4. CDI (color Doppler imaging) non-invasive hemodynamic monitoring
5. Central line placement
6. Diagnostic cardiac catheterization
7. Endomyocardial biopsy
8. Infusion and management of Gp IIb/IIIa agents
9. Insertion and management of pulmonary artery catheters
10. Intra-aortic balloon pump insertion and management
11. Intravenous thrombolytic therapy
12. Intubation
13. Pericardiocentesis
- ~~14. Signal average ECG~~
- ~~15-14.~~ Temporary pacemaker insertion
- ~~16-15.~~ Thoracentesis
- ~~17-16.~~ Tilt table
- ~~18-17.~~ Transthoracic echocardiography
- ~~19-18.~~ Transesophageal Echo Cardiography Included in core privilege paragraph
- ~~20-19.~~ Ventilator management

Interventional Cardiology

1. Coronary atherectomy
2. Cerebral/Carotid angiography
3. Coronary angioplasty
4. Directional coronary atherectomy
5. Doppler and flow wire insertion
6. Intracoronary Doppler and flow wire
7. Intracoronary infusion of pharmacological agents including thrombolytics
8. Intracoronary mechanical thrombectomy
9. Intracoronary stents
10. Intravascular ultrasound of coronaries
11. Coronary occlusion coil or other embolization particle administration
12. Patient placement on and management of corporeal bypass
13. Percutaneous balloon valvuloplasty
14. Percutaneous transluminal coronary angioplasty
15. Permanent venous port placement
16. Pulmonary angiography
17. Venography peripheral or central

Clinical Cardiac Electrophysiology

1. AICD implantation
2. Interpretation of results of noninvasive testing relevant to arrhythmia diagnoses and treatment
3. Performance and interpretation of invasive electrophysiologic testing
4. Performance of therapeutic catheter ablation procedures
5. Performance of or assisting in the implantation of cardioverter defibrillators and pacemakers
6. Interpretation of activation sequence mapping recordings; invasive intracardiac
7. Permanent pacemaker insertion, single/dual chamber, biventricular
8. Venography peripheral or central

Peripheral Endovascular Core Procedures:

1. Lower extremity angiography (below the iliac)
2. Upper extremity arteriography (beyond vertebral arteries)
3. Brachiocephalic arteriography (arch and extra cranial, carotid and vertebral arteries)
4. Venography – Peripheral or Central
5. Renal Arteriography
6. Stent Grafting: Includes iliac vessels, renal vessels, lower extremities, visceral, brachiocephalic and subclavia brachial. Excludes arch, intracranial and extra cranial carotid and vertebral arteries.
7. Thrombolytic therapy
8. Embolization therapy
9. Arterial and venous embolectomy
10. Visceral Arteriography
11. Visceral Stenting

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

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

_____	_____
_____	_____
_____	_____

Signature: _____

Date _____

Acknowledgment of practitioner

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

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

 Applicant Signature Date

*****Department Chair’s Recommendation*****

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

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

Privilege	Condition/Modification/Explanation
1.	
2.	
3.	
4.	
Notes:	

 Department Chair Signature Date



**Salinas Valley Health Medical Center
Taylor Farms Family Health & Wellness Center (TFFHWC)
Active Community Delineation of Privileges**

Applicant Name: _____

CORE PRIVILEGES

Criteria:

- Board Certification or qualified for certification by the American Board of Family Medicine, Pediatrics or Internal Medicine; **OR**
- Successful completion of an ACGME or AOA approved Internal Medicine, Pediatrics or Family Medicine training program; **AND**
- Evidence of current BLS certification (at minimum); **AND**
- Evidence of current competency in the management of 100 patients in an outpatient setting over the previous two years.

Proctoring Requirements: In accordance with the Medical Staff Bylaws/General Rules & Regulations.

General Privilege Statement

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

Requested	Approved	Denied	Core Procedure
			Includes the outpatient management and coordination of care, treatment and services, including prescribing medication and outpatient medical history and physical examinations. See Core Procedure list for Taylor Farms Family Health & Wellness Center below.

MOONLIGHTING PRIVILEGES

Requested

To be eligible to apply for moonlighting privileges at TFFHWC, the applicant must meet the following qualifications:

Current PGY3 or PGY4 Resident in good standing at a hospital affiliated formalized Family Medicine or Internal Medicine Residency program

AND

- Documentation from the Residency Program Director of current competence to perform requested privileges as well as approval to moonlight

Moonlighting does not replace any part of the clinical experience that is integral to the Resident's training program. Residents with a J-1 Visa are excluded from moonlighting in accordance with Federal regulations.

TFFHWC Moonlighting Privileges

Under the supervision of a fully credentialed physician member of the Medical Staff, assess, work up, and provide outpatient treatment to patients who present at TFFHWC with any illness or injury, condition, or symptom.

Special Procedures/Privileges

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

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

Renewal of Privileges at Reappointment: In the event a physician has not performed a requested special procedure privilege during the reappointment period, the physician will be required to have that procedure observed and approved prior to granting without restriction. If a physician has not performed a procedure during two appointment periods (4 years), that privilege will not be granted.

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

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

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

Applicant: Check box marked "R" to request privileges

R	A	C	N	Procedure	Initial Appointment	Proctoring	Reappointment
				Newborn Circumcision	Documentation of successful completion of at least five (5) within the past 24 months	1	Documentation of successful completion of at least two (2) procedures within the past 24 months
				Low Risk Obstetrical Care: Evaluate, diagnose, treat and provide consultation to low risk obstetrical patients See Attachment	Documentation of successful completion of a 6-month rotation on an obstetric unit during training OR Documentation of the care of 20 outpatient obstetrical patients within the past 24 months	1	Documentation of appropriate outpatient care of at least ten (10) obstetrical patients within the past 24 months.

Salinas Valley Health Medical Center

Core Procedure List: The core privileges in this specialty include the procedures on the attached list and such other procedures that are extensions of the same techniques and skills. When there is ambiguity as to whether a procedure is included in core, it should be clarified with the Department Chair, ~~Vice President of Medical Affairs~~ Chief Medical Officer and/or the Chief of Staff

Taylor Farms Family Health and Wellness Center

1. Pap smear and endocervical culture
2. Incision/drainage of abscesses
3. Local anesthetic techniques
4. EKG interpretation
5. Destruction/removal of benign skin lesions
6. Colposcopy and biopsy
7. Cervix cryosurgery
8. IUD insertion & removal
9. Biopsy skin and subcutaneous
10. Sebaceous cyst treatment or excision
11. Venereal warts treatment
12. Foreign body removal
13. Nasal laryngoscopy
14. Bladder catheterization
15. Infusion therapy
16. Contraceptive insertion & removal
17. Fracture care: non-operative/non- displaced
18. Joint aspiration
19. Injection of joint/tendon/bursa
20. Nail matrix destruction.

Note: The core privileges in this specialty include the procedures on this list and such other procedures that are extensions of the same techniques and skills.

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

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

_____	_____
_____	_____
_____	_____

Signature:

Date

ACKNOWLEDGEMENT OF THE PRACTITIONER:

I have requested only those privileges for which my education, training, current experience and demonstrated performance I am qualified to perform, and that I wish to exercise at Salinas Valley Health Medical Center, and I understand that in exercising clinical privileges granted, I am constrained by hospital and medical staff policies and rules applicable generally and any applicable to the particular situation; any restriction on the clinical privileges granted to me is waived in an emergency situation and in such a situation my actions are governed by the applicable section of the Medical Staff Bylaws or related documents.

Signature of Applicant: _____ **Date:** _____

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

Please indicate any privilege on this list you would like to *delete or change* by writing them in the space provided below. Requests for deletions or changes will be reviewed and considered by the Department Chair, Credentials Committee and Medical Executive Committee.

Signature: _____ **Date:** _____

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

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

Recommend all requested privileges
Recommend all requested privileges with the following conditions/modifications:
Do not recommend the following requested privileges:

Privilege	Condition/Modification/Explanation
1.	
2.	
3.	
4.	
Notes:	

Department Chair Signature

Date

Taylor Farms Family Health and Wellness Center (TFFHWC)

Low Risk: Defined as patients who are anticipated to have a normal prenatal course and subsequent delivery.

The SVHS OB Hospitalist Program will admit and deliver these low-risk patients unless arrangements have been made with the patient to deliver with another provider with inpatient obstetrical privileges.

High Risk: Including but not limited to hypertensive disorders, twin pregnancies and other multiples, patients with pre-existing diabetes or diabetes that is uncovered during pregnancy, systemic lupus erythematosus and pre-existing renal insufficiency.

Patients who are identified to be high risk, either before or during pregnancy, will be referred to the appropriate obstetrical provider when that determination is made. Salinas Valley Medical Clinic Healthcare for Women as agreed to accept referral of these high risk patients unless arrangements have been made with another provider with inpatient obstetrical privileges.



Telemedicine Credentialing Policy

1. **PURPOSE:** To establish a policy and procedure for credentialing and privileging telemedicine providers as defined in the Medical Staff Bylaws Article 5.12 at Salinas Valley Health Medical Center (SVHMC).

2. DEFINITIONS:

- a. "Telemedicine" the practice of health care delivery, diagnosis, consultation, treatment, transfer of medical data, and education using interactive audio, video or data communications.
- b. "Interpretation Services" shall consist of providing official interpretations and/or reports to Salinas Valley Health.
- c. "Distant Site" is a contractor of telemedicine services to the Hospital
- d. "Distant Site Agreement" is a written agreement between the Hospital and the contractor of telemedicine services that specifies the following:
 - (1) The distant site furnishes services in a manner that permits the Hospital to be in compliance with Medicare Conditions of Participation;
 - (2) The distant site is responsible for having a process that is consistent with the credentialing and privileging requirements in the Medical Staff chapter of The Joint Commission standards MS.06-01-01 through MS.06.01.13;
 - (3) The Board of Directors of the Hospital grants privileges to a distant site provider based on the Hospital's Medical Staff recommendations, which rely on information provided by the distant site.
 - (4) The distant site provides the Hospital with a current list of licensed independent practitioners' privileges
 - (5) The distant site providers have a current and clear license that is issued by the State of California
 - (6) The distant site providers only render services within the scope of their privileges as granted by the Hospital
 - (7) The distant site will notify the Hospital Medical Staff of any disciplinary action taken against a contracted provider, including any matter that constitutes a reportable event to the State and or/the NPDB as described in 42 U.S.C. § 11133.

3. PROCEDURE – INITIAL APPOINTMENT:

- A. No less than thirty (30) business days before the addition of any new Telemedicine provider, the

distant site shall provide the following to Salinas Valley Health Medical Staff Services:

- i. The distant site approved Delineation of Privileges;
- ii. Evidence of current malpractice insurance coverage; and
- iii. Demographic and licensure information as needed for Hospital systems.

B. Application Processing: Upon the receipt of the documentation referenced in section 5(A) above, the documents and information will be added to the Salinas Valley Health Medical Staff Credentialing Database.

C. Credentialing Review and Approval Process: Telemedicine applicants will be forwarded to the Department Chair and Credentials or Interdisciplinary Practice Committee. The remainder of the approval process shall take place in accordance with the Salinas Valley Health Medical Staff Bylaws.

D. Salinas Valley Health Medical Staff Services shall:

- i. Update credentialing software as appropriate
- ii. Notify the distant site of the appointment dates.
- iii. Salinas Valley Health will be responsible for conducting inquiries into the NPDB, Medical Board of California, Office of the Inspector General, Government Services Administration, and State Medicaid program. A criminal background check will also be conducted in the event the Distant Site does not conduct criminal background checks.

5. FOCUSED PROFESSIONAL PRACTICE EVALUATION (FPPE) OR PROCTORING

Initial appointment FPPE reports shall be provided by the Distant Site and submitted for review in accordance with the Medical Staff FPPE Policy.

6. ONGOING PROFESSIONAL PRACTICE EVALUATION (OPPE)

OPPE reports shall be provided by the Distant Site and submitted for review in accordance with the Medical Staff OPPE Policy.

4. PROCEDURE FOR REAPPOINTMENT

A. The reappointment process shall follow the same process that applies to the granting of initial privileges. The distant site will also submit a quality profile for each practitioner for the previous 24 months.

B. Any outlying information will be reviewed by the Salinas Valley Health Credentials or Interdisciplinary Practice Committee and the department chair.

C. Salinas Valley Health will be responsible for conducting inquiries into the NPDB, Medical Board of California, Office of the Inspector General, Government Services Administration and State Medicaid program.

D. Completed Re-Credentialing Review and Approval Process:

Telemedicine applicants will be forwarded to the Department Chair and Credentials or Interdisciplinary Practice Committee. The remainder of the approval process shall take place in accordance with the Salinas Valley Health Medical Staff Bylaws.



Last Approved N/A
Next Review 1 year after approval

Owner Shanta Day:
Supervisor
Laboratory
Technical
Area Plans and
Program

Laboratory Quality Management Plan

I. SCOPE

- A. The Quality Management Plan provides a systematic means to monitor the Laboratory Services. This plan is under the umbrella of the overall Salinas Valley Health Medical Center (SVHMC) Quality and Performance Improvement Program Plan. Trends and problems are identified, and actions and resolutions implemented via integration of Quality Improvement activities between the Laboratory and other hospital departments. Departmental Quality Indicators are reported every quarter to the organization's Quality Management Department and other various interdepartmental committees. Progress is also reported to Laboratory Staff through staff meetings, ~~weekly 5-minute check-ups~~ huddles, email updates and postings made available on the Quality Management Bulletin Board.
- B. The Laboratory subscribes to the College of American Pathologist (CAP) Proficiency Surveys and, for some tests, to the American Proficiency Institute Survey Program. The surveys cover the scope of practice for the Laboratory. The list of surveys is reviewed annually for the upcoming year. Additional surveys may be added when new tests are implemented in the Laboratory.
 - 1. The testing personnel perform the tests on surveys using the same techniques and procedures used on patient samples, unless otherwise instructed.
 - 2. The testing personnel performing survey procedures sign the result form and return the form to the section supervisor/lead with a copy of results.
 - 3. A second review by the section lead or designee verifies clerical accuracy of the report form.
 - 4. The lead or designee then faxes, mails, or electronically submits results to the proficiency organization. If results are sent via fax, document by printing a fax log.
 - 5. The graded results from the proficiency organization are reviewed by the Laboratory Medical Director and section lead. Unacceptable survey results are investigated by the section lead, who documents the actions taken or the results of the investigation

on the survey form. The Lead may discuss any actions with the Medical Director or designee, as indicated.

6. Any formal response (Proficiency Testing Exception Summary) for an unacceptable survey result will go to the Medical Director for review and approval before submission to the accrediting agency.
7. After results are reviewed and signed, they are filed in the individual Section Survey Binders.

II. OBJECTIVES/GOALS

Objectives

1. The program encompasses elements of the mission, vision, goals and organizational strategic objectives and consists of performance improvement, patient safety and quality control activities. Indicators are objective, measurable, based on current knowledge and experience, and are structured to produce statistically valid, data driven measures of care provided. This mechanism also provides for evaluation of improvements and the stability of the improvement over time when appropriate.
2. The Quality Management Plan includes data collection, data aggregation and analysis, analysis of undesirable patterns or trends, identifying and managing sentinel events, improving performance, patient safety and reducing risk of adverse / sentinel events.

A. Goals

1. The goals for the Clinical Laboratory are developed from information gathered during routine and special risk assessment activities, annual evaluation of the previous year's program activities, performance monitoring and environmental tours. The goals for this Plan are:
 - a. Monitoring of turn around times for significant testing
 - b. Monitoring of occurrence reports involving laboratory processes
 - c. Monitoring performance of Proficiency Testing in all testing areas.
 - d. Patient and Staff satisfaction
 - e. ~~Lab safety~~ Laboratory Safety
 - f. Adherence to National Patient Safety Goals
 - g. Assessment of vendor performance
 - h. Monitoring transfusion related indicators
 - i. Monitoring quality of laboratory services

III. DEFINITIONS

- A. CAP: College of American Pathologists
- B. CPOE: Computerized Provider Order Entry
- C. ER: Emergency Room

- D. FDA: Food and Drug Administration
- E. IQCP: Individualized Quality Control Plans
- F. LIS: Laboratory Information System
- G. MEC: Medical Executive Committee
- H. POC: Point of Care
- I. TAT: Turn Around Time

IV. PLAN MANAGEMENT

A. Plan Elements

1. The Laboratory Department Quality Management Program includes the following components:
 - a. Responsibility is assigned by lab management for establishing indicators, monitoring, evaluation, action and follow-up.
 - b. Set standards and thresholds are derived from various sources. Sources include but are not limited to:
 - College of American Pathologist Accreditation Requirements
 - California State Accreditation Requirements
 - American Association of Blood Banks Requirements
 - Joint Commission Accreditation Requirements
 - Policies, procedures, and protocols of Salinas Valley ~~Health Medical Center~~ Memorial Hospital
 - Policies, procedures, and protocols established by the Laboratory Department
2. The scope of care is delineated for the Department of Pathology. The Laboratory consists of the following sections:
 - a. Histology
 - b. Microbiology
 - c. Blood Bank/Immunology
 - d. Hematology/Coagulation/Urinalysis
 - e. Phlebotomy and Specimen Processing
 - f. Chemistry/Special Chemistry/Blood Gas-Oximetry
 - g. Point of Care
 - h. LIS/Billing/Reference Lab
 - i. Customer Satisfaction
3. Each section listed has active indicators monitored by the section supervisors/leads. Additionally, evaluations of laboratory accidents and occupational injury/illness are conducted

on a case by case basis in conjunction with the Employee Health Department. Indicators directly affecting patient care and approved by the Department of Pathology will be reported to Medical Director ongoing. Indicators may be the following but may be eliminated / re-defined as necessary:

a. Histology

- Correct identification/labeling/submission of specimens
- Concurrent and Independent Pathologist reviews
- Inpatient Report TAT
- Frozen Section Diagnosis/Discrepancies

b. Microbiology

- Acid Fast Bacilli smear TAT
- Cerebrospinal fluid gram stain TAT
- Blood Culture contamination rates
- Group B Streptococcus NAA % positive rate
- Group B Streptococcus NAA TAT
- Positive Blood culture MD notification TAT
- Under-filled Aerobic blood culture bottle rate
- *Clostridioides difficile* NAA % positive rate
- *Clostridioides difficile* NAA TAT
- Influenza NAA % positive rate
- Influenza NAA TAT
- Respiratory Syncytial Virus NAA % positive rate
- Respiratory Syncytial Virus NAA TAT
- SARS-CoV-2 NAA % positive rate
- SARS-CoV-2 NAA TAT
- Verigene % agreement with Vitek 2
- Verigene TAT
- Monitoring of IQCP plan

c. Blood Bank/~~Immunology~~

- Blood and Blood products utilization review
 1. Includes physician case screening for transfusion appropriateness and cases sent for review to pathologists and/or the transfusion committee.
- Transfusion monitoring and documentation, including adverse reactions to transfusion
- Ordering practices

- Patient identification, sample collection and labeling
 - Surgery history checks on early draws
 - Blood and blood products availability
 - Informed consents
 - Quality control review (Blood Bank and Immunology)
 - Pre-transfusion Hgb > 7.0
 - Pre-transfusion Hgb > 8.0
 - Number of units used and discarded
 - Correct identification/collection and labeling of specimen (Immunology)
- d. Hematology/Urinalysis/Coagulation
- TAT reporting for selected tests
 - Monitoring critical call notification
 - Quality Control Review
 - Monitoring of IQCP plans
- e. Chemistry/Special Chemistry/Blood Gas-Oximetry
- a. ~~Monitor notification of Critical Test results to MD and/or RN~~
- ~~• Collection times for selected STAT collections (serial troponins, Emergency Room)~~
 - ~~• TAT for selected STAT tests from order to reporting~~
 - ~~• Quality Control management and review~~
 - ~~• Monitoring of Chemistry IQCP plan~~
- Monitor notification of Critical Test results to MD and/or RN
- Collection times for selected STAT collections (serial troponins, Emergency Room)
- TAT for selected STAT tests from order to reporting
- Quality Control management and review
- Monitoring of Chemistry IQCP plan
- f. ~~Phlebotomy and Specimen Processing~~
- ~~• Correct patient identification and specimen labeling~~
 - ~~• TAT for selected STAT collections~~
- g. ~~LIS/Billing~~
- ~~• Correct normal ranges/tests ordered~~
 - ~~• Appropriate utilization of reference lab~~
 - ~~• Correct patient billing~~

- ~~Appropriate new test build/order~~
- h. ~~POC Testing~~
 - ~~Appropriate retest parameters utilized for selected tests~~
 - ~~Interface result monitoring of exceptions and over range results~~
 - ~~Oversight of user competency~~
 - ~~Quality Control review~~
 - ~~Monitoring of IQCP~~
- i. ~~Customer Satisfaction~~
 - ~~Physicians – periodically a survey is given to physicians to gauge satisfaction of the various hospital services, including the laboratory.~~
 - ~~Staff – an annual Employee Engagement Survey is given to staff~~
 - ~~Patients – patients are surveyed both in written form and electronically~~
 - ~~The hospital quality department has various platforms for documenting both positive and negative feedback from all customers and staff. Actions taken are recorded in these systems and monitored by the Quality Management Department. The laboratory investigates and responds to any incident that affects the department.~~
- j. Immunology
 - : Correct identification/collection and labeling of specimens
- a. Phlebotomy and Specimen Processing
 - : Correct patient identification and specimen labeling
 - : TAT for selected STAT collections
- b. LIS/Billing
 - : Correct normal ranges/tests ordered
 - : Appropriate utilization of reference lab
 - : Correct patient billing
 - : Appropriate new test build/order
- c. POC Testing
 - : Appropriate retest parameters utilized for selected tests
 - : Interface result monitoring of exceptions and over range results
 - : Oversight of user competency
 - : Quality Control review
 - : Monitoring of IQCP
- d. Customer Satisfaction

- : Physicians – periodically a survey is given to physicians to gauge satisfaction of the various hospital services, including the laboratory.
- : Staff – an annual Employee Engagement Survey is given to staff
- : Patients – patients are surveyed both in written form and electronically
- : The hospital quality department has various platforms for documenting both positive and negative feedback from all customers and staff. Actions taken are recorded in these systems and monitored by the Quality Management Department. The laboratory investigates and responds to any incident that affects the department.

B. IMPLEMENTATION OF THE QUALITY ASSURANCE PLAN

1. IDENTIFICATION OF INDICATORS – The main factors used in establishing indicators in Pathology Department problem resolution are:
 - a. Aspects of patient care that have a potential impact on patient outcome.
 - b. Staff ability to solve the problem.
 - c. Potential impact on costs.
2. Data sources used to identify indicators and to collect and organize data:
 - a. Medical records
 - b. Incident reports
 - c. Infection control reports
 - d. Committee meetings
 - e. Complaints by patients, physicians, or employees
 - f. Requisition reviews
 - g. Observation of staff
 - h. Laboratory work records
 - i. Laboratory data reports
3. MONITORING:
 - a. Monitoring represents the full range of services of major importance, pre-analytic, analytic and post-analytic, offered by the Laboratory Department.
 - b. Includes data collection representative of the quantity and quality of services offered.
4. QUALITY INDICATORS:
 - a. Listed on the quarterly QA report and Dashboards.
 - b. New quality indicators are developed as needed (ongoing).
5. EVALUATION:

- a. Includes any trends and/or problems.
 - b. Findings should be objectively assessed in terms of cause and options for correction.
 - c. Cost and magnitude of the effect on patient care should be considered.
 - d. The problems or recommended actions are referred to the appropriate sources for resolution.
6. NON-CONFORMING EVENTS:
- a. When a non-conforming event occurs that results in death, permanent harm or severe temporary harm (e.g., sentinel event, medical device related adverse patient events) the laboratory will report it to the hospital Quality and Risk Management Department for investigation and reporting to the appropriate agencies.
 - b. If indicated, an action plan will be developed and a Comprehensive Systemic Analysis (also known as a root cause analysis) may be performed according to hospital policy ~~#980~~ [ADVERSE EVENTS - REPORTABLE](#) to determine the cause and prevent the same or similar incident from recurring.
7. VENDOR NOTIFICATIONS:
- a. Vendor notifications in the form of defects, or issues with reagents, supplies, instruments, equipment or software that may affect patient care are stored in each respective technical area.
 - b. The department leads and supervisors are responsible for evaluating the notification, taking appropriate action and responding as needed in a timely manner.
 - c. For FDA Class I, Class II and Class III recalls, and any Medical Device recalls which are more urgent and possibly life-threatening, refer to hospital policy ~~#1100~~ [HOSPITAL RECALL PROCEDURE](#).
8. ACTIONS:
- a. Actions taken must be appropriate and acceptable to the hospital, to the patient community, and result in improved patient care. Actions may include but are not limited to:
 - i. Education/training
 - ii. Implementing new or revised procedures
 - iii. Staffing changes
 - iv. Counseling/guidance

C. INTERDISCIPLINARY TEAMS:

1. The Laboratory Medical Director, Laboratory Director, Technical Supervisors/Leads, and various Laboratory personnel participate in interdisciplinary teams. Laboratory personnel are invited to other teams as needed to improve patient care:
 - PHARMACY AND ~~THERAPUTICS~~ [THERAPEUTICS](#) (ADHOC Member) – Improve patient care relating to medication safety.

- INFECTION CONTROL – Control and monitoring of hospital acquired infections, contamination rates, and patient related infection control issues.
- CPOE TEAM – Monitoring and improving ordering practices for physicians and other caregivers as related to the hospital services.
- ER DEPARTMENT MEETING – Laboratory representation to discuss improvements and changes to ER patient flow.
- CHARGEMASTER RECONCILIATION – Improvements in Billing and appropriate charges for patients.
- QUALITY INTERDISCIPLINARY COMMITTEE (QIC) - Multidisciplinary team to improve patient care throughout the hospital.
- COMMUNITY PRACTICE FORUM (ADHOC member) – Multidisciplinary committee to improve relations between the hospital and medical offices.
- CODE STROKE TEAM – Monitoring and improving INR and Whole Blood BMP TAT's for Code Stroke patients.
- ANTIBIOTIC STEWARDSHIP COMMITTEE – Multidisciplinary committee to review antibiotic administration within the hospital to ultimately reduce antibiotic resistance and cost.
- TRANSFUSION COMMITTEE – Multidisciplinary committee to review blood product utilization.
- SEPSIS COMMITTEE: Multidisciplinary team to review, monitor, and improve sepsis protocols.
- PATIENT THROUGHPUT – Multidisciplinary committee that works to improve throughput and patient discharges.
- QUALITY AND SAFETY – Provides annual report

D. Plan Management

1. The Medical Director of the Laboratory Department is responsible for the Quality Management Program overall. The Director delegates various responsibilities of the program to other Pathologists, the Laboratory Director, Laboratory Manager, Technical Supervisors, and Section Leads.

E. Plan Responsibility

1. Technical Supervisors and section leads are responsible for developing the indicators for their areas to meet the hospital and regulatory standards. actions include: monitoring, collecting information, formulating corrective actions, documenting for their areas, and follow up actions to improve patient care.
2. The Laboratory Director is responsible for coordinating quality improvement, ensuring program actions are documented, and that consequent findings, conclusions from monitoring, evaluations, and problem-solving activities are discussed and documented in summary fashion. ~~The laboratory manager is responsible for quality management, collects all data from various sections of the laboratory and inputs them into quality management spreadsheets. A~~

~~quarterly summary report is created each quarter and reported to the medical director of the department of pathology. Portions of this same report are also given to the quality management department.~~

3. The laboratory manager is responsible for quality management, collects all data from various sections of the laboratory and inputs them into quality management spreadsheets. A quarterly summary report is created each quarter and reported to the medical director of the department of pathology. Portions of this same report are also given to the quality management department.
4. The Laboratory Manager submits a quarterly report providing a summation of the quality indicators monitored throughout the laboratory for performance improvement. The manager also maintains monthly and quarterly quality dashboards for the laboratory. Many of the graphs and reports are posted on the quality management bulletin board in the laboratory. The report may be in statement form or use graphs to trend the information, including:
 - a. Criteria Used In The Monitoring Process
 - b. Outcome Of Review
 - c. Actions Taken To Improve Patient Care
 - d. Effectiveness Of The Indicators And Plan For Improvement

F. Performance Measurement

1. The performance measurement process is one part of the evaluation of the effectiveness of the Quality Management Plan. Performance measures have been established to measure at least one important aspect of the Quality Management Plan.
2. Annual evaluations of the Quality Management Plan and program will be done each year under the direction of Pathologists, Laboratory Director, Technical Supervisors, and Leads. New or changed indicators will be established to replace those that are complete. The yearly indicators are approved by the Medical Director.

G. Orientation and Education

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

V. REFERENCES

- A. College of American Pathologists Laboratory Accreditation Standards, current version
- B. California Department of Public Health, Title 22
- C. The Joint Commission Accreditation Standards, current version
- D. ~~American Association of Blood Banks~~

Approval Signatures

Step Description	Approver	Date
MEC	Katherine DeSalvo: Director Medical Staff Services	Pending
QSC	Aniko Kukla: Director Quality & Patient Safety	04/2024
Lab Medical Dir.	Johnny Hu: PHYSICIAN	12/2023
Policy Committees	Rebecca Alaga: Regulatory/ Accreditation Coordinator	12/2023
Policy Owner	Shanta Day: Supervisor Laboratory Technical	11/2023

Standards

No standards are associated with this document

**RESOLUTION NO. 2024-01
OF THE BOARD OF DIRECTORS OF
SALINAS VALLEY MEMORIAL HEALTHCARE SYSTEM
SETTING GENERAL PREVAILING WAGE RATES**

WHEREAS, Salinas Valley Memorial Healthcare System (“District”) operating as SALINAS VALLEY HEALTH, is a public entity and local health care district organized and operated pursuant to Division 23 of the California Health and Safety Code and operates as Salinas Valley Health;

WHEREAS, the District is a political subdivision of the State of California as defined by Section 1721 of the California Labor Code;

WHEREAS, Section 1773 of California Labor Code provides various rules and regulations concerning contracts awarded by political subdivisions and requires political subdivisions to obtain prevailing wage rates from the Director of the Department of Industrial Relations;

WHEREAS, Section 1773.2 of California Labor Code requires political subdivisions to specify in bid documents, or maintain on file at its principal office, which shall be made available to any interested party on request, and post at each job site, such prevailing wage rates; and

WHEREAS, the general prevailing hourly wage rates are designated in the Schedules and Determinations provided by the Director of Industrial Relations pursuant to California Labor Code Sections 1770, 1773 and 1773.1 (“Wage Rates”);

NOW THEREFORE IT IS HEREBY ORDERED AND DIRECTED THAT:

1. The District shall maintain a copy of the Wage Rates in the District’s Principal office.
2. All calls for bids, bid specifications and contracts may specify the rates of pay, or contain a statement that said prevailing wages are available for review in the office of the President/Chief Executive Officer of the District and online from the Department of Industrial Relations website at <https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>.
3. A copy of the Wage Rates should be posted at each job site.
4. The President/Chief Executive Officer of the District is authorized and directed to execute any and all documents for and on behalf of the Board of Directors necessary to carry out the intent of this Resolution.

This Resolution was adopted at a duly noticed Regular Meeting of the Board of Directors of the District on March 28, 2024, by the following vote.

AYES:

NOES:

ABSTENTIONS:

ABSENT:

Board Member
Salinas Valley Memorial Healthcare System

EXTENDED CLOSED SESSION
(if necessary)

(VICTOR REY, JR.)

*RECONVENE OPEN SESSION/
CLOSED SESSION REPORT*

(VICTOR REY, JR.)

ADJOURNMENT

**DRAFT SALINAS VALLEY HEALTH¹
QUALITY AND EFFICIENT PRACTICES COMMITTEE MEETING
COMMITTEE OF THE WHOLE
MEETING MINUTES APRIL 15, 2024**

Committee Member Attendance:

Voting Members: Chair Catherine Carson, Vice Chair Rolando Cabrera, MD, and Clement Miller, COO;

Voting Members Absent: Lisa Paulo and Dr. Wilson;

Advisory Non-Voting Attendees: Allen Radner, MD, Interim President/CEO, James Gilbert, MD, Interim CMO, and Michelle Childs, CHRO;

Other Board Members Present, Constituting Committee of the Whole: Directors Victor Rey, Jr., Juan Cabrera and Joel Hernandez Laguna (all via teleconference).

Alison Wilson, DO, arrived at 8:35 am.

Victor Rey, Jr., left at 9:20 am.

Joel Hernandez Laguna left at 9:25 am.

1. CALL TO ORDER/ROLL CALL

A quorum was present and Chair Carson called the meeting to order at 8:30 a.m. at the Downing Resource Center CEO Conference Room 117. Guest Cheryl Pirozolli was introduced. She is a member of the Patient-Family Advisory Committee and a Member of the Service League Board of Directors. Ms. Pirozolli is considering joining this committee as an Advisory Member.

2. PUBLIC COMMENT

None

3. APPROVAL OF MINUTES FROM THE QUALITY AND EFFICIENT PRACTICES COMMITTEE MEETING OF MARCH 18, 2024.

Approve the minutes of the March 18, 2024 Quality and Efficient Practices Committee meeting. The information was included in the Committee packet.

PUBLIC COMMENT:

None

MOTION:

Upon motion by Committee member Miller, second by Committee member Dr. Cabrera, the minutes of the March 18, 2024 Quality and Efficient Practices Committee Meeting were approved as presented.

ROLL CALL VOTE:

Ayes: Chair Carson, Dr. Cabrera, and Miller;

Noes: None;

Abstentions: None;

Absent: Paulo and Dr. Wilson.

Motion Carried

¹Salinas Valley Memorial Healthcare System operating as Salinas Valley Health

4. Patient CARE SERVICES UPDATE: PERINATAL UNIT PRACTICE COUNCIL

Carla Spencer, MSN, RN, NEA-BC, Associate Chief Nursing Officer introduced Marisol Soria, RN, RNC-OB, C-EFM, (UPC Chair)/L&D, and Mayra Abraham, BSN, RNIII, RNC-OB, C-EFM (UPC Co-Chair)/L&D. Also present were Julie Vasher, Director/Women's & Children's Services, Julie Johnson, Mother/Baby Clinical Manager, and Keely Amor, BSN, RNIII, RNC-OB, C-EFM/L&D. Ms. Soria and Abraham provided an update on the Perinatal Unit Practice Council's work. The Council includes members from L&D, Mother/Baby, NICU and the Perinatal Loss Committee. The 2024 Goals include:

- Increase Patient Experience scores related to “Communication with Nurses” and communications about medications
- Decrease rates of Chorioamnionitis in our population; develop standardized protocols for perineal care and vaginal exams to reduce risk of introducing pathogens from genitourinary tract into amniotic fluid and uterine tissues
- Introduce a “warming” protocol for surgical/scheduled C-Section [Cesarean Section] patients

Committee Discussion: Chorioamnionitis data is collected and monitored.

The Council is working on the following projects:

- *NTSV (Nulliparous, Term, Singleton, Vertex):* The goal is <23.6% and as of Q423 the rate was 22.7% accomplished through Interdisciplinary communication (via Labor Dystocia Checklist), increased RN time at the bedside for hands on labor support, and increased availability of portable monitoring to increase maternal movement (4 new Monica Novii's added to PAR).
- *Developmental Reading program:* The purpose is to help improve long-term developmental language outcomes of premature [preterm] infants admitted to the NICU who are at high risk for developmental language delay. **Committee Discussion:** Have you considered singing as well as reading? A harpist comes once a week.
- *Skin-to-Skin Assistive Device:* To encourage skin-to-skin contact during recovery, facilitate bonding, reduce risk of infant falling due to maternal fatigue and provide a useful gift to our patients.
- *Perinatal Loss Program:* has provided training to nursing staff, social workers and spiritual care staff, expanded cremation fund to include South County, and partnership with Owen's Honor, a non-profit, to provide gift boxes for mothers. **Committee Discussion:** SVH had 13 perinatal losses in 2023; about 1/month. The ED perinatal loss data is not in that count but there is an initiative to include ED statistics.
- *Team Birth:* An interdisciplinary meeting with clinical team, patients and patient's support person to discuss plan of care focusing on patient preferences and requests.

Committee Discussion: Nursing Administration and the Unit Practice Councils continually work on measurements reflecting quality of service provided. Every month some of this work is provided at the Quality and Efficient Practices Committee Meeting.

A full report was provided in the packet.

5. CLOSED SESSION

Chair Carson announced that the item to be discussed in Closed Session is *Hearings/Reports* as listed on the closed session agenda. The meeting recessed into Closed Session under the Closed Session protocol at 8:55 a.m.

6. RECONVENE OPEN SESSION/REPORT ON CLOSED SESSION

The Committee reconvened for Open Session at 9:49 a.m. Chair Carson reported that in Closed Session, the Committee discussed *Hearings/Reports* as published on the closed session agenda as follows:

1. Report of the Medical Staff Quality and Safety Committee
 - Disease Specific Care: Chest Pain –M. O’Mahoney
 - Patient Safety Plan
 - Risk Management Plan 2024
 - Patient Safety Events and Disclosures- A. Kukla
 - Accreditation and Regulatory updates- A. Kukla
 - Emergency Plan yearly report- S. Sanchez
2. Quality and Safety Board Dashboard Review (KUKLA)
 - Review: Control Chart methodology
3. Consent Agenda:
 - Information Technology Report
 - Risk Management/Patient Safety Full report
 - Fall Committee report
 - Environment of Care Committee Reports
 - Accreditation and Regulatory Committee Full Report

The Quality and Efficient Practices Committee received and accepted the reports, the Patient Safety Plan and the Risk Management Plan were tabled and no additional action was taken.

7. ADJOURNMENT

There being no other business, the meeting adjourned at 9:50 a.m. The next Quality and Efficient Practices Committee Meeting is scheduled for **Monday, May 13, 2024** at 8:30 a.m.

Catherine Carson, Chair
Quality and Efficient Practices Committee



**DRAFT SALINAS VALLEY HEALTH¹
PERSONNEL, PENSION AND INVESTMENT COMMITTEE
COMMITTEE OF THE WHOLE
MEETING MINUTES APRIL 15, 2024**

Committee Member Attendance:

Voting Members Present: Chair Juan Cabrera, Vice-Chair Catherine Carson, Augustine Lopez, CFO, Michelle Childs, CHRO, and Glenn Berry, MD, Medical Staff Member;

Voting Members Absent: None;

Advisory Non-Voting Members Present: Allen Radner, MD, Interim President/CEO;

Advisory Non-Voting Members Via Teleconference: Tony Redmond;

Other Board Members Present, Constituting Committee of the Whole: Rolando Cabrera, MD, (Via Teleconference) and Victor Rey, Jr., (Via teleconference).

1. CALL TO ORDER/ROLL CALL

A quorum was present and Chair Juan Cabrera called the meeting to order at 12:01 p.m. in the Downing Resource Center, CEO Conference Room 117.

2. PUBLIC COMMENT

None

3. APPROVAL OF MINUTES FROM THE PERSONNEL, PENSION AND INVESTMENT COMMITTEE MEETING OF MARCH 18, 2024

Approve the minutes of the March 18, 2024 Personnel, Pension, and Investment Committee meeting. The information was included in the Committee packet.

PUBLIC COMMENT:

None

MOTION:

Upon motion by Committee Member Childs, and second by Committee Member Dr. Berry, the minutes of the March 18, 2024 Personnel, Pension and Investment Committee were approved as presented.

Ayes: Chair Cabrera, Vice Chair Carson, Dr. Berry, Lopez, and Childs;

Noes: None;

Abstentions: None;

Absent: None.

Motion Carried

4. CONSIDER RECOMMENDATION FOR BOARD APPROVAL OF (i) FINDINGS SUPPORTING RECRUITMENT OF MARK HEALY, MD, (ii) CONTRACT TERMS FOR DR. HEALY'S RECRUITMENT AGREEMENT, AND (iii) CONTRACT TERMS FOR DR. HEALY'S SURGICAL ONCOLOGY PROFESSIONAL SERVICES AGREEMENT¹

Molly Heacox, Director/ Clinic Services, Physician Integration & Business Development, reported that in

¹Salinas Valley Memorial Healthcare System operating as Salinas Valley Health

consultation with members of the medical staff, Salinas Valley Health (SVH) executive management has identified the recruitment of a physician specializing in surgical oncology as a recruiting priority for the medical center's service area. Currently, there are no surgical oncologists who specialize in hepatobiliary surgery practicing in the medical center's service area. Adding a surgical oncologist to SVH Medical Staff will provide local access to patients who require this specialized care. In addition, two general surgeons currently on SVH Medical Staff will become eligible to discontinue their general surgery call requirement. The recruited surgical oncologist will participate in general surgery call and is necessary for continuing coverage of the service.

The recommended physician, Mark Healy, MD, received his Doctor of Medicine degree in 2011 from the University of Chicago Pritzker School of Medicine and completed his general surgery residency in 2018 at the University of Michigan Health System. Dr. Healy is a Fellow in complex general surgery oncology and is certified by the American Board of Surgery in both general surgery and complex general surgery oncology. Dr. Healy comes to us from Banner MD Anderson Cancer Center in Gilbert, AZ and is trained and experienced in robotic surgery. Dr. Healy plans to join SVH Clinics in September of 2024.

A full report was included in the packet.

PUBLIC COMMENT:

None

COMMITTEE COMMENTS: Dr. Berry commented this candidate has remarkable credentials. Dr. Radner commented that the addition of this physician's surgical skill will provide an opportunity for the cancer program to grow and benefits the community. Chair Cabrera complimented the recruiting staff on a great job recruiting this physician.

MOTION:

Upon motion by Committee member Dr. Berry, and second by Committee member Carson, the Personnel, Pension, and Investment Committee recommends the Board of Directors makes the following findings and approves the recommendations as follows:

1. The Findings Supporting Recruitment of Mark Healy, MD;
 - That the recruitment of a surgical oncologist 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 District 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. Healy; and
3. The Contract Terms of the Surgical Oncology Professional Services Agreement for Dr. Healy.

Ayes: Chair Cabrera, Vice Chair Carson, Dr. Berry, Lopez, and Childs;

Noes: None;

Abstentions: None;

Absent: None.

Motion Carried

5. CONSIDER RECOMMENDATION FOR BOARD APPROVAL OF (i) FINDINGS SUPPORTING RECRUITMENT OF AMANDA JACKSON, MD, (ii) CONTRACT TERMS

FOR DR. JACKSON'S RECRUITMENT AGREEMENT, AND (iii) CONTRACT TERMS FOR DR. JACKSON'S PEDIATRICS PROFESSIONAL SERVICES AGREEMENT

Molly Heacox, Director/ Clinic Services, Physician Integration & Business Development, reported that in consultation with members of the medical staff, Salinas Valley Health (SVH) executive management has identified the recruitment of physicians specializing in pediatrics 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 Pediatrics was recommended as a top priority for recruitment. In addition, the recruitment of a pediatrician to Taylor Farms Family Health & Wellness Center (TFFH&WC) will provide additional access to the underserved pediatric patient population in South Monterey County.

The recommended physician, Amanda "Mandy" Jackson, MD, received her Doctor of Medicine degree at Morehouse School of Medicine in Atlanta, Georgia and completed her pediatric residency at the University of Chicago Comer Children's Hospital. Dr. Jackson is relocating back to Soledad and plans to join TFFH&WC in July of 2024. Dr. Jackson is certified by the American Board of Pediatrics, holds a California medical license, and is fluent in Spanish.

A full report was included in the packet.

PUBLIC COMMENT:

None

COMMITTEE COMMENTS: Chair Cabrera commented it's a benefit to our community when a Spanish-speaking physician is recruited. This physician was referred to the recruiting team by one of our physicians. Dr. Radner shared he believes part of our success in physician recruitment is due to our physician retention and the supportive environment in which the physicians practice and that physicians are included in the interview process. The entire physician recruitment team was acknowledged for the success of our physician recruitment efforts.

MOTION:

Upon motion by Committee member Childs, and seconded by Committee member Dr. Berry, the Personnel, Pension, and Investment Committee recommends the Board of Directors makes the following findings and approves the recommendations as follows:

1. The Findings Supporting Recruitment of Amanda Jackson, MD;
 - That the recruitment of a pediatrician 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. Jackson; and
3. The Contract Terms of the Pediatrics Professional Services Agreement for Dr. Jackson.

Ayes: Chair Cabrera, Vice Chair Carson, Dr. Berry, Lopez, and Childs;

Noes: None;

Abstentions: None;

Absent: None.

Motion Carried

6. CONSIDER RECOMMENDATION FOR BOARD OF DIRECTORS APPROVAL OF THE UPDATED INVESTMENT POLICY STATEMENT FOR THE SALINAS VALLEY MEMORIAL HEALTHCARE DISTRICT EMPLOYEES PENSION PLAN AS PRESENTED.

The proposed undated Investment Policy Statement for the Salinas Valley Memorial Health District Employees Pension Plan was reviewed. The Investment Policy Statement provides roles and responsibilities for the District, Plan Service Provider, Plan Actuary and Creative Planning, asset allocation strategy, rebalancing, unique circumstances, investment objectives and investment options criteria. A long-term Asset Allocation Strategy of fixed income allocation (35%) and equity allocation (65%) was reviewed.

Mr. Lopez reported we are moving forward with the transfer of funds and the purpose of this action is to update the policy statement. Steve Kjar, who is retiring, was thanked for his service in the past. Andy Scalia will be our new representative.

Andy Scalia reported on the following: The types of investment fiduciaries and that Creative Planning is currently engaged as a 3(38) fiduciary, investment changes and rebalancing allocations, timing of changes, and investment policy statement updates. Transamerica will provide an asset reconciliation which will be reviewed in depth by Mr. Lopez and the SVH team.

A full report was included in the packet.

PUBLIC COMMENT:

None

COMMITTEE COMMENTS: Chair Cabrera thanked Mr. Lopez and Dr. Radner for their efforts to improve this plan. Dr. Berry echoed this comment.

MOTION:

Upon motion by Committee member Lopez, and seconded by Committee member Cabrera, the Personnel, Pension, and Investment Committee recommends Board of Directors approval of the updated Investment Policy Statement for the Salinas Valley Memorial Healthcare District Employees Pension Plan as presented.

Ayes: Chair Cabrera, Vice Chair Carson, Dr. Berry, Lopez, and Childs;

Noes: None;

Abstentions: None;

Absent: None.

Motion Carried

7. HR METRICS

Michelle Childs, CHRO, and Robert Anderson, Human Resources Manager reported FY24/Q3 metrics for historical headcount & FTE trends, turnover (benefited) overall and by department, RN turnover (benefited), first-year turnover (benefited) by voluntary/involuntary/reason, new grad retention rate/turnover, and traveler count. In addition, timeliness of evaluation compliance was reviewed.

A full report was included in the packet.

COMMITTEE COMMENTS: Chair Cabrera commented he appreciates the presentation because it is important to understand the hiring and retention process. Ms. Childs reported a new off-boarding questionnaire will be used to understand more nuances for involuntary terms; although some of these terminations are due to attendance issues. All interviews are currently conducted on-site. Some potential voluntary terminations have been avoided by comparing a potential salary increase to our total package to the employee. Retention of new grads has improved by focusing on hiring those who live in the area.

Recommendations for future data collection which will be easier with the new Workday software. Additionally, Workday will assist with evaluation compliance through visible tracking. Dr. Berry commented he has known employees for decades and no matter what the data says, people are happy here and doing a great job.

8. ADJOURNMENT

There being no other business, the meeting was adjourned at 12:54 p.m. The next Personnel, Pension, and Investment Committee Meeting is scheduled for **Monday, May 13, 2024, at 12:00 p.m.**

Juan Cabrera, Chair
Personnel Pension and Investment Committee

DRAFT SALINAS VALLEY HEALTH¹
FINANCE COMMITTEE
COMMITTEE OF THE WHOLE
MEETING MINUTES APRIL 22, 2024

Committee Attendance:

Voting Members Present: **Joel Hernandez Laguna**, Chair; **Juan Cabrera**, Vice-Chair; **Allen Radner, MD**, Interim President/CEO; **Augustine Lopez**, Chief Financial Officer; and **Tarun Bajaj, M.D.**, Medical Staff Member.

Advisory Non-Voting Members Present: Administrative Executive Team Members **Clement Miller**, COO, **Michelle Childs**, CHRO, (via teleconference) and **Gary Ray**, CLO.

Other Board Members Present, Constituting Committee of the Whole: **Rolando Cabrera, MD**, (via teleconference), **Catherine Carson** (via teleconference) and **Victor Rey** (via teleconference).

Juan Cabrera arrived at 12:06 p.m.

1. CALL TO ORDER/ROLL CALL

A quorum was present and Chair Joel Hernandez Laguna, called the meeting to order at 12:00 p.m. in the Downing Resource Center, Rooms A, B, and C.

2. PUBLIC COMMENT:

None

3. MINUTES OF THE FINANCE COMMITTEE MARCH 25, 2024

Approve the minutes of the March 25, 2024 Finance Committee meeting. The information was included in the Committee packet.

COMMENTS FROM THE BOARD:

None

PUBLIC COMMENT:

None

MOTION:

Upon motion by Committee member Dr. Radner, and second by Committee member Lopez, the minutes of the March 25, 2024 Finance Committee were approved as presented.

ROLL CALL VOTE:

Ayes: Cabrera, Dr. Radner, Lopez, Dr. Bajaj and Hernandez-Laguna;

Nays: None;

Abstentions: None;

Absent: None.

Motion Carried

¹Salinas Valley Memorial Healthcare System operating as Salinas Valley Health

4. CONSIDER RECOMMENDATION FOR BOARD APPROVAL OF THE LEASE AGREEMENT AMENDMENT ONE BETWEEN SALINAS VALLEY MEMORIAL HEALTHCARE SYSTEM (SVMHS) AND UNI-KOOL PARTNERS FOR PARKING LOCATED AT 241 ABBOTT STREET, SALINAS, CA (70,000 SQ. FT. SUPPLEMENTATION OF CURRENT LEASED SPACE)

Clement Miller, COO, and Earl Stratman, Director/Facilities Management & Construction, reported that as part of the strategy to relieve vehicle-parking shortages at and around the hospital site, a recommendation is presented to extend the lease to include an 87,120 sq. ft. parking lot located at 241 Abbott Street, to ensure that we maintain and consolidate adequate patient and visitor parking at and around the hospital campus in addition to ensuring the availability of parking at the surrounding clinic offices. A full report was included in the packet.

COMMITTEE MEMBER DISCUSSION: The proposed lease does not include reduction of space for the future. However, having this lot allows us to flex out as census fluctuates and there is no indication this will change in the future.

PUBLIC COMMENT:

None

MOTION:

Upon motion by Committee Vice-Chair Cabrera and second by Committee member Dr. Radner, the Finance Committee recommends Board of Directors approval of Lease Agreement Amendment One between Salinas Valley Memorial Healthcare System and the Uni-Kool Partners for 87,120 square feet of finished parking area located at 241 Abbott Street, Salinas, CA 93901, at the annual rate of \$142,213.68 per year for a 5-year term for a total \$711,068.40.

ROLL CALL VOTE:

Ayes: Cabrera, Dr. Radner, Lopez, Dr. Bajaj and Hernandez-Laguna;

Nays: None;

Abstentions: None;

Absent: None.

Motion Carried

5. CONSIDER RECOMMENDATION FOR BOARD APPROVAL OF VALET SERVICES AGREEMENT WITH CORINTHIAN INTERNATIONAL PARKING SERVICES, INC.

Clement Miller, COO, and Earl Stratman, Director/Facilities Management & Construction, reported that HSS notified SVH that they would be exiting the Valet services arena effective June 1, 2024. SVH created a Request for Proposal search for suitable vendors for Valet services. That search identified Corinthian International Parking Services, Inc., as a replacement partner for Valet services here at SVH. Valet services are needed to alleviate the parking burden imposed on all hospital patients/visitors and to help improve the SVH patient experience. This proposal includes an increase for this service but is necessary to ensure a viable program that will stand for the duration of this contract.

COMMITTEE MEMBER DISCUSSION: Feedback from patients and staff is that valet services are appreciated. There have been several issues related to the current vendor, staffing

being the biggest issue. Due to our employee regulations, consistent staffing is necessary to maintain regulatory compliance. The vendor will be evaluated annually and monitored quarterly.

PUBLIC COMMENT:

None

MOTION:

Upon motion by Committee Vice-Chair Cabrera, and second by Committee member Dr. Radner, the Finance Committee recommends Board of Directors approval of the Valet Service Agreement between Salinas Valley Memorial Healthcare System and Corinthian International Parking Services, Inc. for three years in the amount of \$2,211,587.

ROLL CALL VOTE:

Ayes: Cabrera, Dr. Radner, Lopez, Dr. Bajaj and Hernandez-Laguna;

Nays: None;

Abstentions: None;

Absent: None.

Motion Carried

6. CONSIDER RECOMMENDATION FOR BOARD APPROVAL TO LEASE 740 E. ROMIE (A VACANT LOT) TO SALINASIDENCE OPCO, LLC DBA PACIFIC COAST POST ACUTE

Clement Miller, COO, and Earl Stratman, Director/Facilities Management & Construction, reported that Salinas Valley Memorial Healthcare System is looking to lease a District owned undeveloped vacant lot located at 740 E. Romie Lane, Salinas, CA to Pacific Coast Post Acute, a business located adjacent to said property for the purposes of employee parking at a monthly fee of \$1,800. They will develop the lot. District Legal Counsel provided a competitive value comparison based on the community.

COMMITTEE MEMBER DISCUSSION:

None

PUBLIC COMMENT:

None

MOTION:

Upon motion by Committee member Dr. Radner, and second by Committee member Lopez, the Finance Committee recommends Board of Directors approval of a 5-year lease of property located at 740 E. Romie Lane, Salinas, CA to Pacific Coast Post Acute for purposes of employee parking in the amount of \$21,600 per year.

ROLL CALL VOTE:

Ayes: Cabrera, Dr. Radner, Lopez, Dr. Bajaj and Hernandez-Laguna;

Nays: None;

Abstentions: None;

Absent: None.

Motion Carried

7. CONSIDER RECOMMENDATION FOR BOARD OF DIRECTORS TO APPROVE PROCUREMENT TO REPLACE OUR FLEET OF BD INFUSION IV PUMP EQUIPMENT

Carla Spencer, Associate CNO, reported that the clinical departments are requesting approval to enter into a new agreement with BD (Carefusion/Alaris) to replace our aging fleet of IV Infusion Pump equipment. Our current equipment ranges from 7yrs to 22 years old. Average life span for this equipment is 5-7 years. The Infusion pumps allow for the precise delivery of fluids and medications, reducing the risk of errors and improving patient outcomes. Additionally the pumps allow for increased safety, as the infusion pumps can be programmed with safety limits to prevent over or under-dosing a patient, reducing the risk of adverse events. IV Infusion Pumps less than 7 years old will be replaced for free.

A full report was included in the packet.

COMMITTEE MEMBER DISCUSSION: BD has 43% of the market share and using BD pumps will reduce the staff learning curve. Materials Management did a great job of negotiating the contract and brought cost down. We will phase equipment in over 4 years; this will not be a bulk buy.

PUBLIC COMMENT:

None

MOTION:

Upon motion by Committee member Dr. Radner, and second by Committee member Lopez, the Finance Committee recommends Board of Directors approval of procurement of the BD Infusion IV Pump equipment in the amount of \$1,182,987.48.

ROLL CALL VOTE:

Ayes: Cabrera, Dr. Radner, Lopez, Dr. Bajaj and Hernandez-Laguna;

Nays: None;

Abstentions: None;

Absent: None.

Motion Carried

8. CLOSED SESSION

Chair Hernandez Laguna announced that items to be discussed in Closed Session as listed on the posted Agenda are *Report Involving Trade Secrets: Trade secret, strategic planning/proposed new programs and services.*

The meeting recessed into Closed Session under the Closed Session Protocol at 12:25 p.m.

9. RECONVENE OPEN SESSION/REPORT ON CLOSED SESSION

The Board reconvened Open Session at 1:05 p.m. Chair Hernandez Laguna announced in Closed Session, the Board received a *Report Involving Trade Secrets: Trade secret, strategic planning/proposed new programs and services.* No action was taken.

10. FINANCIAL PERFORMANCE REVIEW

An update was received from Augustine Lopez, Chief Financial Officer on the Financial Performance Review for the month of March 2024. Highlights included Income from Operations \$1.1M, Net Income \$5.0M, Consolidated Net Income \$22.8M, and Days Cash on Hand of 338. A full report was included in the packet.

COMMITTEE MEMBER DISCUSSION: None.

11. BALANCED SCORECARD

The Balanced Scorecard Summary for FY2024, year-to-date February 2024 was included in the Committee packet for committee review. Mr. Lopez provided a brief review of metrics and progress.

COMMITTEE MEMBER DISCUSSION: None

12. CAPITAL SPENDING YTD MARCH 31, 2024 UPDATE

Augustine Lopez, Chief Financial Officer and Stephen Lyon, Bogart Construction provided a presentation on FY24 YTD March Capital Spending,

The report on Active Projects Approved by the Board was reviewed as follows:

- Parking garage annex: Near completion
- Medical Center campus painting: Will happen in the near future
- Surgery addition plus seismic retrofit: Awaiting State approval
- 559 Abbott Street renovations: Near completion
- CT equipment replacement: Equipment issues/working with vendor
- Nuclear Medicine equipment replacement: Near completion
- Elevator modernization: In progress
- Bulk oxygen tank replacement: Just starting
- SVH rebranding/signage as reported by Claudia Pizarro Villalobos, Director Marketing & Communications: Approved in Dec/2022, permitted, 46 locations/21 completed
- HR replacement system (Workday) as reported by Audrey Parks, Chief Information Officer: Workday went live on 4/1/24; equipment interface has required replacement of some older equipment
- Cath Lab 3 replacement: Commencing design
- Angio Suite replacement: Will be 1st before Cath Lab 3 and commencing design
- 212 San Jose Street renovation: In progress

All projects have a Board approved amount of \$74,444,377. A full report was included in the packet.

COMMITTEE MEMBER DISCUSSION: 212 San Jose Street renovation has included physician office relocation and expansion of clinical space. The Capital Projects team was commended for managing on all these projects.

13. ADJOURNMENT

There being no other business, the meeting was adjourned at 1:27 p.m. The next Finance Committee Meeting is scheduled for **Monday, May 20, 2024 at 12:00 p.m.**

Joel Hernandez Laguna, Chair

**DRAFT SALINAS VALLEY HEALTH¹
TRANSFORMATION, STRATEGIC PLANNING AND GOVERNANCE COMMITTEE
COMMITTEE OF THE WHOLE
MEETING MINUTES APRIL 17, 2024**

Committee Member Attendance:

Voting Members Present: Rolando Cabrera, MD, Vice-Chair, Allen Radner, MD, Interim President/CEO, and Nikolas Greenson, MD, Medical Staff Member.

Voting Members Absent: Victor Rey, Jr. and Gary Ray.

Advisory Non-Voting Attendees Present: Jib Martins, Anne McCune; Clement Miller, Augustine Lopez, James A. Gilbert, MD, Interim CMO/SVHMC, Orlando Rodriguez, MD, Interim CMO/SVHC.

Other Board Members Present, Constituting Committee of the Whole Via Teleconference: Director Juan Cabrera, and Director Hernandez Laguna.

1. CALL TO ORDER/ROLL CALL

A quorum was present and Chair Rey called the meeting to order at 12:02 p.m. in the Downing Resource Center, Rooms A, B & C.

2. PUBLIC COMMENT

None

3. APPROVAL OF MINUTES FROM THE TRANSFORMATION, STRATEGIC PLANNING AND GOVERNANCE COMMITTEE MEETING OF JANUARY 17, 2024

PUBLIC COMMENT:

None

MOTION:

Upon motion by committee member Dr. Radner, second by committee member Dr. Greenson the Transformation, Strategic Planning, and Governance Committee approved the minutes of the January 17, 2024 meeting, as presented.

Roll Call Vote:

Ayes: Dr. Cabrera, Dr. Radner, and Dr. Greenson;

Noes: None;

Abstentions: None;

Absent: Ray and Rey.

Motion Carried.

¹Salinas Valley Memorial Healthcare System operating as Salinas Valley Health

4. CLOSED SESSION

Chair Rey announced that the item to be discussed in Closed Session is *Report Involving Trade Secret: Trade Secret, Strategic Planning, Proposed New Programs and Services*. The meeting recessed into Closed Session under the Closed Session protocol at 12:04 p.m.

5. RECONVENE OPEN SESSION/REPORT ON CLOSED SESSION

The Committee reconvened Open Session at 1:03 p.m., Chair Rey reported that in Closed Session, the Committee received a *Report Involving Trade Secret: Trade Secret, Strategic Planning, Proposed New Programs and Services*. No action was taken in Closed Session.

6. ADJOURNMENT

There being no other business, the meeting was adjourned at 1:03 p.m. The Transformation, Strategic Planning, and Governance Committee meets quarterly. The next meeting is scheduled for **Wednesday, July 17, 2024, at 12:00 p.m.**

Victor Rey, Jr., Chair
Transformation, Strategic Planning and Governance