

November 11, 2021

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 **FINANCE COMMITTEE – COMMITTEE OF THE** <u>WHOLE</u> of the Salinas Valley Memorial Healthcare System will be held <u>MONDAY</u>, <u>NOVEMBER 15, 2021, AT 12:00 P.M., IN THE DOWNING RESOURCE CENTER,</u> <u>ROOMS A, B & C AT SALINAS VALLEY MEMORIAL HOSPITAL, 450 E.</u> <u>ROMIE LANE, SALINAS, CALIFORNIA, OR BY PHONE OR VIDEO (Visit</u> <u>symh.com/virtualboardmeeting for Access Information)</u>.

<u>Please note</u>: Pursuant to SVMHS Board Resolution No. 2021-05, Assembly Bill 361, and guidance from the Monterey County Health Department in response to concerns regarding COVID-19, Board Members of Salinas Valley Memorial Healthcare System, a local health care district, are permitted to participate in this duly noticed public meeting via teleconference and certain requirements of The Brown Act are suspended.

Pete Delgado President/Chief Executive Officer

Committee Members: Richard Turner – Chair; Juan Cabrera – Vice Chair; Pete Delgado – President/Chief Executive Officer; Augustine Lopez – Chief Financial Officer; Clement Miller – Chief Operating Officer; Harry Wardwell – Community Member; Michael Wilson – Community Member; and Tarun Bajaj, M.D. – Medical Staff Member

FINANCE COMMITTEE MEETING – NOVEMBER 2021 COMMITTEE OF THE WHOLE SALINAS VALLEY MEMORIAL HEALTHCARE SYSTEM

MONDAY, NOVEMBER 15, 2021 12:00 P.M. – DOWNING RESOURCE CENTER, ROOMS A, B & C SALINAS VALLEY MEMORIAL HOSPITAL 450 E. ROMIE LANE, SALINAS, CALIFORNIA OR BY PHONE OR VIDEO (Visit symh.com/virtualboardmeeting for Access Information)

<u>Please note</u>: Pursuant to SVMHS Board Resolution No. 2021-05, Assembly Bill 361, and guidance from the Monterey County Health Department in response to concerns regarding COVID-19, Board Members of Salinas Valley Memorial Healthcare System, a local health care district, are permitted to participate in this duly noticed public meeting via teleconference and certain requirements of The Brown Act are suspended.

AGENDA

- 1. Approval of Minutes from the Finance Committee Meeting of October 25, 2021 (DELGADO)
 - Motion/Second
 - Action by Committee/Roll Call Vote
- 2. Consider Recommendation for Board of Directors to Award Construction Contract to 101 Builders, Inc. for the OB Cesarean Conversion Project (MILLER)
 - ➢ Staff Report
 - Committee Questions to Staff
 - ➢ Motion/Second
 - Public Comment
 - Committee Discussion/Deliberation
 - Action by Committee/Roll Call Vote
- 3. Consider Recommendation for Board Approval of Shuttle Bus Services Amendment Number 1 between Salinas Valley Memorial Healthcare System and Corinthian Ground Transportation (MILLER/STROTMAN)
 - Staff Report
 - Committee Questions to Staff
 - ➢ Motion/Second
 - Public Comment
 - Committee Discussion/Deliberation
 - Action by Committee/Roll Call Vote

- 4. Consider Recommendation for Board Approval for the Purchase of Cardiac Ultrasound Equipment from GE Healthcare (MILLER/KEARNS)
 - Staff Report
 - Committee Questions to Staff
 - Motion/Second
 - Public Comment
 - Committee Discussion/Deliberation
 - Action by Committee/Roll Call Vote
- 5. Consider Recommendation for Board Approval for the Purchase of D-Spect Nuclear Camera from Spectrum Dynamics Medical Inc. (MILLER/KEARNS)
 - Staff Report
 - Committee Questions to Staff
 - Motion/Second
 - Public Comment
 - Committee Discussion/Deliberation
 - Action by Committee/Roll Call Vote
- 6. Capital Expenditure Update Fiscal Year 2022 (LOPEZ/NORMAN)
- 7. Review Balanced Scorecard September 2021 (LOPEZ)
- 8. Financial and Statistical Review (LOPEZ)
- 9. Public Input

This opportunity is provided for members of the public to make a brief statement, not to exceed three (3) minutes, on issues or concerns within the jurisdiction of this District Board which are not otherwise covered under an item on this agenda.

- 10. No Closed Session
- 11. <u>Adjournment</u> The December 2021 Finance Committee Meeting is scheduled for **Monday**, **December 13, 2021, at 12:00 p.m.**

<u>Notes</u>: This Committee meeting may be attended by Board Members who do not sit on this Committee. In the event that a quorum of the entire Board is present, this Committee shall act as a Committee of the Whole. In either case, any item acted upon by the Committee or the Committee of the Whole will require consideration and action by the full Board of Directors as a prerequisite to its legal enactment.

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 Executive Assistant during regular business hours at 831-755-0741. Notification received 48 hours before the meeting will enable the District to make reasonable accommodations.

The Committee packet is available at the Committee Meeting, at www.svmh.com, and in the Human Resources Department of the District. All items appearing on the agenda are subject to action by the Committee.

MINUTES OF THE OCTOBER 2021 FINANCE COMMITTEE MEETING COMMITTEE OF THE WHOLE SALINAS VALLEY MEMORIAL HEALTHCARE SYSTEM

MONDAY, OCTOBER 25, 2021 12:00 P.M. – DOWNING RESOURCE CENTER, ROOMS A, B & C SALINAS VALLEY MEMORIAL HOSPITAL 450 E. ROMIE LANE, SALINAS, CALIFORNIA OR BY PHONE OR VIDEO

(Visit svmh.com/virtualboardmeeting for Access Information)

Pursuant to Executive Order N-25-20 issued by the Governor of the State of California in response to concerns regarding COVID-19, Board Members of Salinas Valley Memorial Healthcare System, a local health care district, are permitted to participate in this duly noticed public meeting via teleconference and certain requirements of The Brown Act are suspended.

<u>Committee Members Present</u>: Juan Cabrera, Vice Chair; Pete Delgado, Harry Wardwell, Clement Miller, Augustine Lopez, in person, and Michael Wilson by teleconference.

Committee Members Absent: Richard Turner, Chair, Tarun Bajaj, MD.

Other Board Members Present, Constituting Committee of the Whole: Joel Hernandez Laguna and Regina Gage by teleconference.

<u>Also Present</u>: Adrienne Laurent, Lisa Paulo, Allen Radner, MD, Clint Hoffman, Jeff Wardwell, Judi Melton, Natalie James, Scott Cleveland, Renee Jaenicke, Kathie Haines, and Derek Ames, in person; Michelle Childs, by teleconference.

A quorum was present and the meeting was called to order at 12:02 p.m. by Juan Cabrera, Committee Vice Chair.

<u>APPROVAL OF MINUTES FROM THE FINANCE COMMITTEE MEETING OF</u> <u>SEPTEMBER 27, 2021</u>

Pete Delgado, President/Chief Executive Officer, recommended the Finance Committee approve the minutes of the Finance Committee Meeting of September 27, 2021. This information was included in the Committee packet.

No Public Comment.

<u>MOTION</u>: The Finance Committee approves the minutes of the Finance Committee Meeting of September 27, 2021, as presented. Moved/Seconded/Roll Call Vote: Ayes: Cabrera, Delgado, Lopez, Miller, Wardwell, Wilson, Cabrera; Noes: None; Abstentions: None; Absent: Turner, Bajaj; Motion Carried.

REVIEW BALANCED SCORECARD – AUGUST 2021

Augustine Lopez, Chief Financial Officer, reviewed the Balanced Scorecard Summary for fiscal year 2021, year-to-date August 2021, which provided an overview of the metrics and performance of the SVMHS organizational goals for Service, People, Quality, Finance, Growth, and Community. This information was included in the Committee packet.

FINANCIAL AND STATISTICAL REVIEW

Augustine Lopez, Chief Financial Officer, provided a financial and statistical performance review for the month ending September 30, 2021. Information was included in the Committee packet.

Key highlights of the financial summary for September 2021 were: (1) Consolidated income from operations was \$2.9 million with an operating margin of 5.1%, with a net income of \$3.5 million with a net operating margin of 6.1%; (2) Income from operations includes \$.5 million from, AB113 Intergovernmental Transfer Payment (FY 19-20); (3) Normalized income from operations was \$2.4 million with an operating margin of 4.2% with a net income of \$3 million with a margin of 5.3%; (4) Year-to-date income from operations was \$13.4 million with a net operating margin of 7.9% with a net income of \$16.5 million with a margin of 9.7%; (5) Normalized income from operations was \$12.8 million with a margin of 7.6% with a net income of \$15.9 million with a margin of 9.4%; (6) Gross revenues were 6% favorable, inpatient (IP) gross revenues were unfavorable by 1%, ED gross revenues 43% above budget, Outpatient gross revenues 6% favorable; (7) Payor mix was unfavorable, (8) Total normalized net patient revenues were \$46 million, which is favorable to the budget; (9) COVID IP cases were 33 down from 46 the previous month; (10) Positive influences include strong outpatient (OP) business: infusion therapy, cardiology, radiology, 1,385 ER visits, fewer ED admissions; (11) Negative influences include lower average daily census, IP and OP surgeries below budget and Medicare traditional ALOS CMI adjusted 1% unfavorable; (12) CMI all discharges with and without COVID; (13) Trending for IP surgery cases, OP surgery cases, ER OP visits, CT scans, MRIs, Cath Lab, Mammography, OP infusion, Cardiac Diagnostic OP Center (CDOC): (14) Labor productivity including worked FTEs and paid FTEs; (15) Contract labor FTE by pay period; (15) Revenues and Expenses per adjusted patient day are on a good trend; (16) Revenues and expenses per adjusted patient day; (17) SVMHS operating revenues and expenses; (18) Key financial indicators 2021 YTD, target, comparison to S&P A+ hospitals and 2020 history; (19) Cast on hand from 2014 to the present; (20) Limited use assets; and (21) Routine capital expenditures through September 2021.

PUBLIC INPUT

None.

CLOSED SESSION

Juan Cabrera, Vice-Chair, announced that the item to be discussed in Closed Session is *Reports Involving Trade Secret – Trade Secrets/New Programs-Services Hearings/ Reports*. The meeting was recessed into Closed Session under the Closed Session protocol at 12:21 p.m.

RECONVENE OPEN SESSION/REPORT ON CLOSED SESSION

The Committee reconvened Open Session at 12:35 p.m. p.m. Juan Cabrera reported that in Closed Session, the Committee discussed: *Reports Involving Trade Secret – Trade Services/New Programs-Services*. No action was taken in the Closed Session.

CONSIDER RECOMMENDATION FOR BOARD APPROVAL OF LIMITED PARTNERSHIP INTEREST SALE AND PURCHASE AGREEMENT OF VANTAGE SURGERY CENTER, L.P. BY AND BETWEEN STM, LLC AND SALINAS VALLEY MEMORIAL HEALTHCARE SYSTEM

Mr. Hoffman stated he received information directly prior to this meeting the purchase agreement closing is projected for November 30, 2021.

No Public Comment.

<u>MOTION</u>: The Finance Committee recommends the Board of Directors approve the Limited Partnership Interest Sale and Purchase Agreement of Vantage Surgery Center, L.P. by and between STM, LLC and Salinas Valley Memorial Healthcare System. Moved/Seconded/Roll Call Vote: Ayes: Delgado, Lopez, Miller, Wardwell, Wilson, Cabrera; Noes: None; Abstentions: None; Absent: Turner, Bajaj; Motion Carried.

ADJOURNMENT

There being no other business, the meeting was adjourned at 12:38 p.m. The November 2021 Finance Committee Meeting is scheduled for **Monday, November 15, 2021 at 12:00 p.m.**

Juan Cabrera Vice-Chair, Finance Committee

/kmh

RECOMMENDATION OF THE OCTOBER 2021 FINANCE COMMITTEE MEETING COMMITTEE OF THE WHOLE SALINAS VALLEY MEMORIAL HEALTHCARE SYSTEM

October Committee Meeting Meeting of October 25, 2021 To the Board of Directors

1. <u>RECOMMENDATION FOR BOARD APPROVAL OF LIMITED PARTNERSHIP</u> <u>INTEREST SALE AND PURCHASE AGREEMENT OF VANTAGE SURGERY CENTER,</u> <u>L.P. BY AND BETWEEN STM, LLC AND SALINAS VALLEY MEMORIAL</u> <u>HEALTHCARE SYSTEM</u>

<u>MOTION</u>: SVMHS Administration requests the Finance Committee consider a recommendation to the Board of Directors for approval of the Limited Partnership Interest Sale and Purchase Agreement of Vantage Surgery Center, L.P. by and between STM, LLD and Salinas Valley Memorial Health System.

Agenda Item:	Consider Recommendation for Board of Directors to Award Construction Contract to 101 Builders, Inc. for the OB Cesarean Conversion Project
Executive Sponsor:	Clement Miller, Chief Operating Officer
Date:	November 15, 2021

Executive Summary:

Salinas Valley Memorial Hospital's main operating and recovery room to perform cesarean delivery is located on the second floor of the main hospital. Amid the COVID-19 pandemic, the District is pursuing activities to convert the existing recovery room into a second cesarean delivery room to mitigate exposure and the risk of spread from patients affected with the virus and to support the demand for a second cesarean delivery operating room.

To facilitate the conversion, upgrades to existing infrastructure are required including; (A) new electrical panel and distribution, (B) modifications to the existing medical gas and heating, ventilation and air conditioning system, (C) installation of a new surgical light and general room lighting and (D) procurement and installation of a new anesthesia system, medication dispensing unit, fetal monitoring system and surgical table.

Facilities Management approached the Board and received approval in March 2021 for capital funding to complete design, permitting and equipment procurement for the SVMH OB Cesarean Conversion Project in the total estimated amount of \$1,030,202. Facilities Management is now returning to the Board to recommend award construction contract to 101 Builders, Inc. in the amount of \$397,601.

Background/Situation/Rationale:

Salinas Valley Memorial Healthcare System currently has one cesarean section suite on the 2nd floor adjacent to the Labor and Delivery department, and is seeking to add an additional suite. When the organization began offering Trial of Labor after Cesarean (TOLAC) services there was a need to maintain a vacant operating room in the event the TOLAC failed and a Cesarean Section delivery was required. To accomplish this requirement an operating room (OR) was made available, within perioperative services. Holding an OR for this purpose maintained a safe environment for delivering mothers who were interested in a TOLAC delivery, but it reduced the number of available operating rooms for the organizations surgical service. During the COVID pandemic it was clear that SVMHS needed an additional Cesarean Section OR to ensure timely treatment of delivering mothers. SVMHS received a waiver from California Department of Public Health, to utilize a current recovery room as a surgical suite. The recovery room is a mirror image of the current surgical suite with all of the essential components to provide safe, reliable care to patients in need of a surgical intervention for both maternal and/or fetal necessity.

The potential need for an emergency cesarean section requires multiple personnel to facilitate transport to a different floor in the hospital. It takes several minutes to move patient, equipment and staff which provides potential exposure during transport putting others at risk. Having the ability to have a second operating room open equipped and ready to go with minimal exposure risk is crucial to safe and efficient patient outcomes during this time. Following the transition of the recovery room to a surgical suite patients will return to their room following their procedure, to recover. Making this transition will allow the organization to expand its surgical capacity within the perinatal unit and the main operating room.

Timeline/Review Process to Date:

March 2021 - September 2021 – OSHPD plan review and permitting. September - November 2021 – Procurement of construction services and equipment November 2021 – Anticipated approvals from Finance Committee and Board of Directors for construction services. January 2022 – Commence with construction activities. April 2022 – Complete construction activities and change of use with California Department of Public Health

Pillar/Goal Alignment:

⊠ Service □ People ⊠ Quality □ Finance □ Growth ⊠ Community

Financial/Quality/Safety/Regulatory Implications:

Fiscal year capital budgeting:

In March of 2021, the Finance Committee and Board of Directors approved funding for the SVMH OB Cesarean Conversion Project in the total estimated amount of \$1,030,202. This budget has not changed.

Fiscal Year 2021 Estimated Spend	\$ 96,909
Fiscal Year 2022 Estimated Spend	<u>\$933,293</u>
Total Estimated Project Spend	\$1,030,202

Recommendation:

Consider recommendation for Board of Directors to award construction contract to 101 Builders, Inc. for the SVMH OB Cesarean Conversion Project in the amount of \$397,601.

Attachments:

- (1) Proof of publication for the advertisement for bids.
- (2) Bid results for construction services from October 21, 2021.
- (3) March 2021 Board Paper

Proof of Publication

(2015.5 C.C.P.)

Salinas Newspapers, Inc. 1093 S Main ST STE 101 Salinas CA 93901 831-424-2222/Fax: 831-754-7156

State Of California ss: **County of Monterey**

SALINAS VALLEY MEMORIAL/LEGALS 450 E ROMIE LN

SALINAS CA 93901

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not a party to or interested in the above-entitled matter. I hereby certify that the attached advertisement appeared in said newspaper issues dated as follows:

Newspaper: The Salinas Californian 10/01/2021

I acknowledge that I am a principal clerk of the printer of said paper, which is published in the City of Salinas, County of Monterey, State of California. The Salinas Californian is printed and published daily, except Sunday and has been adjudged a newspaper of general circulation by the Superior Court of the County of Monterey, State of California. El Sol is printed and published weekly on Saturday and has been adjudged a newspaper of general circulation by the Superior Court of Monterey, State of California.

I certify under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct. Executed on this

1st of October 2021.

Declarant

Ad#:0004933480 PO:SVMH Net Order Cost: 720.13 This is not an invoice # of Affidavits1

Sealed proposals will be received by Salinas Valley Memorial Healthcare System ("SVMHS") located in Salinas, California, for the furnishing of all labor, materials, equipment and services to SVMHS necessary for and incidental to the construction of:

furnishing of all labor, materials, equipment and services to SVMHS necessary for and incidental to the construction of: SVMH OB Cesarean Conversion General Description. Salinas Valley Memorial Hospital's main operat-ing and recovery room to perform cesarean delivery is located on the second floor of the main hospital. Amid the COVID-19 pandemic, SVMHS is pursuing activities to convert the existing recovery room in-to a second cesarean delivery room to mitigate exposure and the risk of spread from patients affected with the virus. To facilitate the con-version, upgrades to existing infrastructure are required including, but not limited to, new electrical panel and distribution, modifica-tions to the existing medical gas and heating, ventilation and air con-ditioning system and installation of a new surgical boom light and general room lighting. Bids. Sealed bids will be received by SVMHS at the Construction Of-fice located at 535 E Romie Lane, Suite 6, Salinas, California, until 2:00 p.m. on October 21, 2021 at which time all bids will be publicly opened. Bids will be referred to a subsequent SVMHS Board of Direc-tors meeting for appropriate action. All Bid Proposals shall be sub-mitted on forms furnished by SVMHS. Bid Proposals shall be sub-mitted on forms furnished by SVMHS as indicated below. Only Bid Proposals submitted to SVMHS prior to the date and time set forth above for the public opening and reading of Bid Proposals shall be considered. Note: Bids submitted orally or by telephone, electronic transmission (email) or facsimile will be considered invalid and will not be accepted. Each Bid Proposal shall be accompanied by: 1. Bid Lettre (including acknowledgement of receipt of Addenda) 2. List of Subcontractors 3. Statement of Bidder's Qualifications

 Statement of Bidder's Qualifications
 Compliance with Immigration Reform and Control Act of 1986
 Bidder's Guaranty: Bidder's Bond or Irrevocable Standby Letter of Credit 6. Non-Collusion Certification

5. Bidder's Guaranty: Bidder's Bond or Irrevocable Standby Letter of Credit 6. Non-Collusion Certification All information and responses of a Bidder in its Bid Proposal, and other documents accompanying the Bid Proposal, shall be complete, accurate and true. Incomplete, inaccurate, or untrue responses or information provided by a Bidder shall be grounds for SVMHS to reject such Bidder's Bid Proposal as nonresponsive. Pre-Bid Conference. There will be a mandatory pre-bid conference held prior to the date of bid. The conference will take place on October 8, 2021, from 10:00 a.m.-11:30 a.m., in the SVMHS Construction Office located at S35 E. Romie Lane, Suite 6, Salinas, California 93901. Request to access the hospital for site investigation shall be coordinated through derek@bogardconstruction.com. Bidders and their subcontractors are encouraged to investigate the existing conditions prior to close of the bidding period. Questions All requests for interpretation of the drawings and specifications or other questions regarding this project during the bidding process shall be submitted to SVMHS in writing by email with the original copy to follow by mail. No telephone questions will be accepted. All written requests for interpretation (RFIs) or correction of the Contract Documents must be received within five (5) business days of close of bid. Send all pre-bid questions and requests for interpretation to SVMHS via email at: derek@bogardconstruction.com. The Contract Documents and Performance Bonds. The successful bidder will be required to furnish a labor & material payment bond and performance bond equal to one hundred percent (100%) of the Contract Price. Each bond must meet the statutory requirements for a public construction SVMHS reserves the right to reject any or all bids and to waive any informalities in the bidding or in any bid received. The Contract for the Work, if awarded, will be by action of the SVMHS and paid for by the Prime Contractor.

on the basis of the Base Bid Proposal or on the Base Bid Proposal and the combination of Alternate Bid Items selected in accordance with the applicable provisions of the Instructions for Bidders. No bid shall be withdrawn for a period of ninety (90) calendar days subsequent to the opening of bids without the consent of SVMHS. <u>Contractor License Classification</u>. In accordance with the provisions of California Public Contract Code §3300, SVMHS requires that Bid-ders have a valid and current class B California Contractors License. Bidders must be properly licensed at the time that the Contract for the Work is awarded and at all times during the Work. Any Bidder not so duly and properly licensed shall be subject to all penalties im-posed by law. No payment shall be made for work, labor, materials or services provided under the Contract for the Work unless and until the Registrar of Contractors verifies to SVMHS that the Bidder award-ed the Contract. Copies of such minimum rates are on file at the Administration office of SVMHS, and are available to any interested party upon request. See Labor Code Section 1773 et seq. Dated: September 27, 2021 Salinas Valley Memorial Healthcare System A Local Health Care District Oct. 1, 2021 (4933480)

Oct. 1, 2021 (4933480)

BID RESULT SUMMARY

Single Prime Bid Package

DATE: October 21, 2021 BID TIME: 2:00PM BID OPENING: 535 E Romie (SUITE 6), Salinas, CA 93901

	CONTRACTOR	CONTACT	EMAIL	PHONE	BASE BID + ALLOWANCES	COMMENTS
1	**101 Builders, Inc. 10435 Monterey Rd Gilroy, CA 95020	Rick Navarro	rick@101buildersinc.com	408.476.9483	\$397,601	
2	DMC Commercial Inc. 194 Skypark Drive Monterey, CA 93940	Dan McAweeney	dan@dmcmp.com	831.656-1600	\$435,500	
3	FTG Builders 1735 N. 1st Street San Jose CA 95112	Rodney Terra	rodney@ftgbuilders.com	669.231.0010	\$419,099	
	**Apparent Low Bidder					
	SVMHS reserves the right to reject any or all bids and to waive any informalities in the bidding, or in any bid received.					

	Documents Accompanying Bid	Contractor 1	Contractor 2	Contractor 3
а	Bid Letter	✓	¥	 Image: A set of the set of the
b	Addenda	✓	¥	✓
с	List of Subcontractors	✓	¥	✓
d	Disqualification Questionnaire	✓	¥	✓
e	Insurance Requirements	✓	¥	¥
f	Non-Collusion Affidavit	 Image: A set of the set of the	¥	¥
g	Bid Bond (Security)	✓	¥	¥
h	Alternate Bid Item Proposal	×	×	×

INFORMATION ONLY

Agenda Item:	Consider Recommendation for Board Approval of Project Budget for the OB Cesarean Conversion Project
Executive Sponsor:	Clement Miller, Chief Clinical Officer Annette Lindeman, Director of Women's and Children's Services
Date:	March 4, 2021

Executive Summary:

Salinas Valley Memorial Hospital's main operating and recovery room to perform cesarean delivery is located on the second floor of the main hospital. Amid the COVID-19 pandemic, the District is pursuing activities to convert the existing recovery room into a second cesarean delivery room to mitigate exposure and the risk of spread from patients affected with the virus.

To facilitate the conversion, upgrades to existing infrastructure are required including; (A) new electrical panel and distribution, (B) modifications to the existing medical gas and heating, ventilation and air conditioning system, (C) installation of a new surgical light and general room lighting and (D) procurement and installation of a new anesthesia system, medication dispensing unit, fetal monitoring system and surgical table.

Facilities Management is requesting capital funding to complete design, permitting, construction, and equipment procurement for the SVMH OB Cesarean Conversion Project. The total estimated cost for the project is \$1,030,202.

Background/Situation/Rationale:

Salinas Valley Memorial Healthcare System continually strives to provide evidence-based care to ensure optimal outcomes on a daily basis. An evidence-based practice to provide timely interventions and scheduled procedures was recognized in 1991 by Salinas Valley Memorial Hospital and the California Department of Public Health. This recognition granted SVMH the licensure to perform all cesarean sections on the Obstetric unit. After training the nursing staff in the practice of perioperative nursing, our physicians, staff and patients began utilizing the existing delivery suites/operating rooms. These are mirror image rooms and both have all essential components to provide safe, reliable care to patients in need of a surgical intervention for both maternal and/or fetal necessity.

As SVMH continues to provide best practice medicine during the COVID-19 pandemic, our team has reviewed our preparedness with the current modalities available to provide care to the maternal newborn dyad as the complexities of care for the laboring woman as a PUI/positive mother are extensive. Active labor is often a rapidly changing situation. Due to physiologic changes of pregnancy, women compensate to alterations in homeostasis for longer periods of time, but once they are not able to meet their own physiologic needs, they decompensate quickly and are difficult to stabilize. In a woman with COVID 19, this pathology can alter the woman's ability to compensate and may put the well-being of her and her fetus (es) in jeopardy. The potential need for an emergency cesarean section requires multiple personnel to facilitate transport to a different floor in the hospital. It takes several minutes to move patient, equipment and staff which provides potential exposure during transport putting others at risk. Having the ability to have a second operating room open equipped and ready to go with minimal exposure risk is crucial to safe and efficient patient outcomes during this time.

At the time of the initial licensure, the OB operating room performed all scheduled and non-scheduled cesarean sections, including emergent life-saving cases. All cases are performed in this setting unless a second operating room is needed when an emergency happens in the midst of an ongoing surgery. The second room was not completed as an operating room and became a space for recovering patients from surgery. However, a preferred model of care is to provide pre-operative and post-operative care in the same patient care room.

Now faced with the COVID-19 pandemic, SVMH is continually planning and utilizing proven resources within its structures to minimize exposure and risk of spread in an unprecedented time. In an effort to provide patient safety and improve our ability to respond to crisis during the PUI/COVID-19 pandemic, it is essential to anticipate these needs and have preparation readiness at all times.

Timeline/Review Process to Date:

INFORMATION ONLY

March 2021 – Design development and production of construction documents.
March 2021 – Anticipated approvals from Finance Committee and Board of Directors for project funding.
March 2021 - July 2021-February 2021 – OSHPD plan review and permitting.
May - July 2021 – Procurement of construction services and equipment
July 2021 – Anticipated approvals from Finance Committee and Board of Directors for construction services.
August 2021 – Commence with construction activities.
Nov 2021 – Complete construction activities and change of use with CDPH
Nov 2021 – Project substantial completion

Pillar/Goal Alignment:

⊠ Service □ People ⊠ Quality □ Finance □ Growth ⊠ Community

Financial/Quality/Safety/Regulatory Implications:

Fiscal year capital budgeting:

Funding in fiscal year 2021 and 2022 is being requested to complete design, permitting, construction, equipment, implementation and administration required for the SVMH OB Cesarean Conversion Project in the total estimated amount of \$1,030,202.

Fiscal Year 2021 Budgeted Capital	\$0
Fiscal Year 2021 Estimated Spend	\$182,745
Fiscal Year 2022 Estimated Spend	<u>\$847,457</u>
Total Estimated Project Spend	\$1,030,202

Recommendation:

Consider recommendation to Board of Directors to approve the total estimated project costs in the amount of \$1,030,202 for the SVMH OB Cesarean Conversion Project.

Attachments:

(1) Total project estimated costs prepared 3/4/2021 at 100% construction documents phase.

Salinas Valley Memorial Healthcare System (10348)

Project Cost Summary: 2nd Floor OB C-Section - C.I.P. 01.1250.3610 Architect/Engineering: SmithKarng Architecture Budget Generated at Design Development Budget Date: 3/2/2021

3/4/2021

Print Date:





BUDGET SUMMARY **Cash Flow** Line Item Description **Original Budget** Notes FY21 Projection FY22 Projection Construction 1 0100 Construction Contract \$384,000 Single Prime Delivery Method \$0 \$384,000 0102 Owner Construction Contingency \$20,000 **Owner Held Contingency** \$0 \$20,000 2 Design 0200 Professional Fees - Fixed \$120,000 Architectural & Consulting Engineers \$92,400 \$27,600 Inspections and Consultation 3 0300 inspector of Record \$10,000 Agency Required Inspection \$0 \$10,000 0301 Special Inspections \$10,000 Agency Required Inspection \$0 \$10,000 0303 Testing and Monitoring(Hazardous Materials) \$7,000 Hazardous Material Testing and Monitoring \$3,500 \$3,500 AHJ Fees 4 0400 OSHPD \$13,161 Agency Fees \$11,845 \$1,316 Soft Costs \$0 5 0502 Construction Management - PM/CM \$150,000 Program Management \$75,000 \$75,000 FF&E 7 0701 Medical Equipment Skytron Surgical Light \$29,029 \$0 \$29,029 \$38,329 Surgical Table \$0 \$38,329 Anesthesia System \$114,862 \$0 \$114,862 Fetal Carts x2 \$21.328 \$0 \$21,328 BOVI Cauterizer and Smoke Evac \$28,675 \$0 \$28,675 Scanner \$8,740 \$0 \$8,740 \$25,078 Anesthesia Pyxis \$0 \$25,078 99 Contingency 9900 Contingency \$50,000 ~5% of Project \$0 \$50,000 Totals \$1,030,202 \$182,745 \$847,457

Board Paper: Finance Committee



Agenda Item:	Consider Recommendation for Board Approval of Shuttle Bus Services Amendment 1
	between Salinas Valley Memorial Healthcare System and Corinthian Ground
	Transportation.
Executive Sponsor:	Clement Miller, Chief Operating Officer
	Earl Strotman, Director Facilities Management & Construction
Date:	November 15, 2021

Executive Summary

Shuttle services are needed to provide transportation to/from 241 Abbott Street (Blue Lot) and multiple hospital locations to relieve parking congestion at the hospital site and to provide an adequate number of parking spaces to support the hospital and offsite buildings.

Background/Situation/Rationale

To reduce employee utilization of surface parking around the hospital, a parking lot lease was established in July, 2018 at 241 Abbott Street (Blue Lot) to provide 233 additional staff parking spaces for the healthcare system. The lot provides offsite parking for staff that work from 8 am to 5 pm (day shift) at the hospital and the surrounding clinics to create consistent parking for patients and visitors in the assigned physician office lots and the surface streets surrounding the hospital.

<u>Selection process</u>. A quote was received from the current vendor as well as a second company, Charter Up, as a means of ensuring that the organization was being offered a competitive rate. The present transportation vendor has been both accommodating to SVMHS needs, has consistently graded high on customer satisfaction surveys and requested a lower rate for the service, we feel an extension of existing Agreement dated August 30, 2018 is warranted.

Timeline/Review Process to Date:

September 4, 2018	Execute initial agreement
September 24, 2018	Commencement of shuttle services
November 15, 2021	Finance Board Approval of Amendment 1
November 18, 2021	Board Approval of Amendment 1

Strategic Plan Alignment:

An effective shuttle service is needed to transport staff to and from the offsite parking location. Over the past 5 years, there has been an increased demand for visitor, staff, volunteer and physician parking. Additional parking has been secured. This increase in available parking will help to improve the patient experience.

Meeting our Mission, Vision, Goals Pillar/Goal

Alignment:

 \Box Service \boxtimes People \Box Quality \Box Finance \Box Growth \boxtimes Community

Financial/Quality/Safety/Regulatory Implications

Key Contract Terms	Vendor: Corinthian Ground Transportation Services
1. Proposed effective date	December 1, 2021
2. Term of amendment	1 year
3. Renewal terms	1 year increments
4. Termination provision(s)	No cause with 60 days notification
5. Payment Terms	\$51,769.48 monthly, net 30 days (including technology)
6. Annual cost	\$621,233.76/year
7. Cost over life of agreement	\$621,233.76
8. Budgeted (indicate y/n)	Yes.

Recommendation

Consider Recommendation for Board Approval of Shuttle Bus Services Agreement Amendment 1 between Salinas Valley Memorial Healthcare System and Corinthian Ground Transportation in the amount of \$621,233.76.

Attachments

Exhibit 1. Amendment Number 1 to Shuttle Bus Services Agreement.

Exhibit 2. Corinthian Ground Transportation Services 2021/2022 pricing.

Exhibit 3. Competitive pricing from 2nd source (Charter Up).

<u>Exhibit 1</u>

AMENDMENT NUMBER 1 TO SHUTTLE BUS SERVICES AGREEMENT

This Amendment Number 1 ("Amendment") is entered into and effective **December 1, 2021** ("Amendment Effective Date"), by and between **Salinas Valley Memorial Healthcare System**, a local healthcare district organized and operating pursuant to Division 23 of the California Health and Safety Code ("SVMHS"), and Corinthian International Parking Services, Inc. dba Corinthian Ground Transportation Services ("Operator"). This Amendment is to that certain Shuttle Bus Services Agreement between SVMHS and Operator dated August 30, 2018.

RECITALS

- A. SVMHS and Operator are parties to a Shuttle Bus Services Agreement dated August 30, 2018, for the provision of shuttle bus services ("Agreement").
- B. The Parties desire to amend the Agreement to update the hours of operation and cost of services.

The Parties hereby mutually agree to amend the Agreement as follows:

1. The Hours of Operation specified in Exhibit B of the Agreement are revised to read as follows:

Hours of Operation:

AM Loops	6:10AM	-	9:00AM
PM Loops	3:00PM	-	5:55PM
Shuttle #1	6:35AM – 9:00	AM & 3:	10PM – 5:47PM
Shuttle #2	6:45AM – 8:54	AM & 3:	15PM – 5:55PM
Shuttle #3	6:10AM – 9:04	AM & 3:0	00PM – 6:10PM
Shuttle #4	6:10AM – 8:49	AM & 3:0	00PM – 5:42PM

2. The Cost of Services specified in Exhibit B of the Agreement are revised to read as follows:

Cost of Services

ONE 25-passenger Starcraft AM/PM looping \$12,942.37/month* (\$616.30/day)

Monthly Estimate*: FOUR AM/PM Shuttles \$51,769.48/month

*monthly estimates based on 21-service days

3. No further changes to the Agreement are made by this Amendment and in all other aspects, the Agreement, as amended, remains in full force and effect.

4. Should there be a conflict between the terms and provisions of this Amendment and those of the Agreement, the terms and provisions of this Amendment shall govern.

The Parties hereby execute this Amendment as of the Amendment Effective Date first set forth above.

SVMHS

Salinas Valley Memorial Healthcare System

Operator

Corinthian International Parking Services, Inc. dba Corinthian Ground Transportation Services

Ву: _____

Pete Delgado, President/CEO

Todd Fedde, President

Date: _____

Date: _____



2021-2022 Pricing

Hours of operation (Service Hours):

AM Loops

6:10AM – 9:00AM

PM Loops

3:00PM - 5:55PM

Cost of Services:

ONE 25-passenger Starcraft AM/PM looping \$12,942.37/month* (\$616.30/day) Monthly Estimate*:

FOUR	AM/PM Shuttles	\$51,769.48/month
Currently Shuttle S	Scheduled departure times	by vehicle/route:
Shuttle #1	6:35AM – 9:00AI	M & 3:10PM – 5:47PM
Shuttle #2	6:45AM – 8:54PM	M & 3:15PM – 5:55PM
Shuttle #3	6:10AM – 9:04AI	M & 3:00PM – 6:10PM
Shuttle #4	6:10AM – 8:49AI	M & 3:00PM – 5:42PM

*monthly estimates based on 21-service days

CharterUP

Checkout

Billing Co	ntact	Primary Passenger
First Name Earl Email Address	Last Name Strotman Phone Number	This number will receive text messages regarding driver information and trip updates Earl Strotman
estrotman@svr		(831) 759-1987 estrotman⊜svmh.com
1	Address 241 Abbott St, Salinas, CA 93901, USA	Pickup Date 12/1/2021 6:00 AM
2	Address 450 E Romie Ln, Salinas, CA 93901, USA	Dropoff Date 12/1/2021 6:00 PM

Trip Description

12/1/2021-12/31/2021

Shuttling 6am-9am, 3pm-6pm

Trip Type Passengers	Vehicle	Drivers	Recurrence
Shuttle 24	1 Mini Bus	1	23 days

Charges	
Base Fare	\$775.00
Trip Total (23 days)	\$17,825.00

Board Paper: Finance Committee

Agenda Item:	Consider Recommendation for Board Approval for the Purchase of Cardiac Ultrasound
	Equipment from GE Healthcare
Executive Sponsor:	Clement Miller, Chief Operating Officer
	Christianna Kearns, Sr. Admin Director Cardiovascular, Pulmonary & Sleep Medicine Services
Date:	November 1, 2021

Executive Summary

Current Cardiac Ultrasound fleet have reached their end of useful life. The systems have been frequently breaking down indicating they need to be replaced. These machines are critical to our Heart program and Structural Heart program as well as others that require cardiac testing including research and oncology. This project was presented for phasing over two Fiscal Year's. This proposal is for phase II.

Timeline/Review Process to Date:

10/29/21 Items entered in Axiom for review. Sent to MM for review of GPO pricing

Pillar/Goal Alignment

x Service Deople x Quality Finance x Growth Community

Financial/Quality/Safety/Regulatory Implications:

Fiscal year 2022 capital budgeting allocates \$719,913.00 for the remaining equipment replacements for Outpatient centers.

Fiscal 2022 Budget	\$719,913.00
<u>Capital Equipment Purchase Request</u> <u>GE Healthcare</u>	\$616,211.00 (\$563,287.50 + tax)
Operational Expense for GE Healthcare	\$177,225.00 (\$35,445 per year for 5 years to start in 2023 after

Recommendation

5 year Service Agreement

Consider Recommendation to Board of Directors (i) to approve the capital equipment purchase from GE Healthcare in the amount of \$616,211.00 and (ii) to approve the GE Healthcare Service Agreement in the amount of \$177,225.00.

1 year warranty)

Attachments:

- (1) GE Healthcare Quote 10.1.21
- (2) GE Healthcare Service Contract Addendum 10.22.21



October 1, 2021 Quote Number: 2007735765.6 Customer ID: 1-23RLYL Agreement Expiration Date: 12/29/2021

Salinas Valley Memorial Hospital 450 E Romie Ln Salinas, CA 93901-4029

This Agreement (as defined below) is by and between the Customer and the GE Healthcare business ("<u>GE Healthcare</u>"), each as identified below for the sale and purchase of the Products and/or Services identified in this Quotation, together with any applicable schedules referred to herein ("Quotation"). "<u>Agreement</u>" is this Quotation and either: (i) the Governing Agreement identified below; or (ii) if no Governing Agreement is identified, the GE Healthcare Terms and Conditions and Warranties that apply to the Products and/or Services identified in this Quotation. In the event of conflict, the Quotation supersedes.

GE Healthcare can withdraw this Quotation at any time before Customer: (i) signs and returns this Quotation or (ii) provides evidence of Quotation acceptance satisfactory to GE Healthcare ("<u>Quotation Acceptance</u>"). On Quotation Acceptance, this Agreement is the complete and final agreement of the parties relating to the Products and/or Services identified in this Quotation. There is no reliance on any terms other than those expressly stated or incorporated by reference in this Agreement and, except as permitted in this Agreement, no attempt to modify will be binding unless agreed to in writing by the parties. Modifications may result in additional fees and cannot be made without GE Healthcare's prior written consent.

Handwritten or electronic modifications on this Agreement (except an indication of the form of payment, Customer purchase order number and signatures on the signature blocks below) are void.

Governing Agreement:	Novation Vizient Supply LLC XR0431 - U/S
Terms of Delivery	FOB Destination
Billing Terms	80% delivery / 20% Installation
Payment Terms	45 Net
Total Quote Net Selling Price	\$563,287.50
Sales and Use Tax Exemption	No Certificate on File

IMPORTANT CUSTOMER ACTIONS:

Please select your planned source of funds. Source of funds is assumed to be cash unless you choose another option. Once equipment has been shipped, source of funds changes cannot be allowed.

____ Cash

____GE HFS Loan _____GE HFS Lease

Other Financing Loan ____ Other Financing Lease

Provide Finance Company Name _

The parties have caused this Agreement to be executed by their authorized representative as of the last signature date below.

Salinas Valley Memorial Hospital	GE Medical Systems, Ultrasound & Primary Care Diagnostics, LLC, a GE Healthcare business
Signature:	Signature: Megan Wise
Print Name: Title:	Title: Product Sales Specialist, CardioVascular, ULS
Date:	Date: October 1, 2021
Purchase Order Number, if applicable	



To Accept This Quotation

Please sign and return this quotation together with your Purchase Order to:

Name: Megan Wise

Email: megan.wise@ge.com

Phone: 206-661-0223

Fax:

Payment Instructions

Please **remit** payment for invoices associated with this quotation to:

GE Medical Systems, Ultrasound & Primary Care Diagnostics, LLC P.O. Box 74008831 Chicago, IL 60674-8831

FEIN: 92-0192942

Salinas Valley Memorial Hospital

Addresses:

Bill To:	SALINAS VALLEY MEMORIAL HOSPITAL	SALINAS VALLEY MEMORIAL, HEALTHCARE, PO BOX 3827, SALINAS, CA, 93912-3827
Ship To:	SALINAS VALLEY MEMORIAL HOSPITAL	SALINAS VALLEY MEMORIAL, HEALTHCARE, 450 E ROMIE LN, SALINAS, CA, 93901-4029 MONTEREY

To Accept This Quotation

- Please sign the quote and any included attachments (where requested).
- If requested, please indicate your form of payment.
- If you include a purchase order, please make sure it references the following information:
 - The correct Quote number and Version number above
 - The correct Remit To information as indicated in "Payment Instructions" above
 - Your correct SHIP TO and BILL TO site name and address
 - The correct Total Price as indicated above

Upon submission of a purchase order in response to this quotation, GE Healthcare requests the following to evidence agreement to contract terms: Signature page on quote filled out with signature and P.O. number **** OR**** Verbiage on the purchase order must state one of the following:

(i) Per the terms of Quotation # _____; (ii) Per the terms of GPO # _____; (iii) Per the terms of MPA# _____: or (iv) Per the terms of SAA # _____.

Include applicable quote/agreement number with the reference on the purchase order. In addition, Source of Funds (choice of Cash/Third Party Load or GE HEF Lease Loan or Third Party Lease through _____), must be indicated, which may be done on the Quote Signature Page (for signed quotes), or the Purchase Order (where quotes are not signed) or via a separate written source of funds statement (if provided by GE Healthcare).



Quote Summary

Extended Qty	Catalog	Short Description
3.00	H8010EA	Vivid E95 - 4D Ultra Edition v204
3.00	H40442LM	9L-D Linear Array Probe
3.00	H40482LS	4Vc-D probe
3.00	H4830JE	P2D CW Pencil Probe
3.00	H8010EE	Vivid E95 - 4D Ultra Edition Advanced Bundle v204
3.00	H8010EG	AFI Extras Ultra Edition Software Bundle
3.00	H8010EK	Valve and Chamber Quantification Bundle
3.00	H45591HS	Wireless USB adapter
3.00	H0222DE	Digital Expert Silver Package
1.00	H8010SH	4D Additional SW Bundle
1.00	H45581PG	4D

Quotation

Line	Qty.	Catalog	
1	3.00	H8010EA	Vivid E95 - 4D Ultra Edition v204
List Dri	-	Dice	ount Not Drive

List Price \$289,000.00 <u>Discount</u> 55.00%

\$390,150.00

The Vivid[™] E95 – 4D Ultra Edition v204 package includes:

-One (1) Vivid E95 w/ OLED monitor v204 console

-Software: 4D, Streaming, DICOM® Viewer

-Hardware: DVD/CD-R drive, Software media backup USB

-Education & Training: Three (3) days of Clinical Applications training, Digital Expert Baseline offering, One (1) Vivid E95

Technology Course - Full-Service Package

-Peripherals: AIUM Booklet, US Country kit, One (1) ECG Cable and lead set

The following training and education items are included with the Vivid E95 - 4D Ultra Edition v204 Console Package:

Three (3) days of Applications Training. The Applications Training must be completed within twelve (12) months after Product delivery, otherwise GE Healthcare's obligation to provide the training will expire without refund. Additional Applications Training days are available for purchase. Customer workflow permitting and abiding by SDMS criteria, sonographer install CE's may be provided during install training.

One (1) Vivid E95 Technology Course - Full-Service Package. This 2-day course includes in-depth technology review, image optimization and system customization. Course must be redeemed within one year of purchase. Full-service package includes: Course tuition, airfare, hotel and meals while in training for one attendee. This course is approved for SDMS credit.

Digital Expert Standard Offering: This offering includes tablet and access to 5 training sessions over 6 months. Trainers available M-F 8 am to 4 pm. The customer will purchase from GE Healthcare a tablet and hardware to connect the tablet to a GE Healthcare purchased device. The customer will own the tablet and hardware. The tablet will have software that enables connectivity for training and a GE Healthcare app that serves as the scheduling platform and a portal to GE Healthcare training resources. Training sessions with a GE Healthcare Remote Clinical Specialist have a duration of either 30 to 60 minutes. The 6 month access begins at system delivery and GE Healthcare's obligation to provide Digital Expert training expires without refund thereafter. Shipping the Digital Expert, installation, and technical support is included during the 6 month period. The maintenance, proper-use, connectivity and security of the tablet including malware is the responsibility of the customer.

Vivid E95 - 4D Ultra Edition v204

The Vivid E95 - 4D Ultra Edition v204 combines the proven breadth, quality and performance of the Vivid product line with a new and innovative software image processing platform, cSoundTM. The Vivid E95 is GE cardiovascular ultrasound's leadership scanner. The system is designed to excel in adult and pediatric 2D and 4D cardiac imaging as well as in the following clinical application areas: pediatric cardiac, fetal/obstetrics, abdominal (incl. renal, GYN/Pelvic), pediatrics, small organ (incl. breasts, testes and thyroid), adult and neonatal cephalic, peripheral vascular, musculoskeletal conventional, musculoskeletal superficial, urology/prostate, transesophageal, transrectal, transvaginal and intraoperative (vascular). The Vivid E95 is delivered with a high quality 22" high resolution wide screen OLED monitor as standard for optimal spatial and dynamic resolution.

System Architecture

GE's exclusive, patented, programmable and flexible software beamforming technology, cSound, provides exceptional power compared to that of traditional ultrasound systems. In 2D it offers True Confocal Imaging (TCI) without focal zones or sacrifice of frame rate and spatial resolution, in addition to Adaptive Contrast Enhancement (ACE). In 4D it additionally offers increased volume

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size for full volume single beat as well as multi beat 4D acquisition, also with high spatial resolution. Using both coherent and harmonic image processing, the system provides computational power, ease of imaging, workflow flexibility and product upgradeability.

The Vivid E95 excels in the following areas:

Probe Technology - The XDclear[™] series of probes are designed to help deliver powerful and efficient sound waves, with high bandwidth and efficiency. XDclear probe technology provides impressive deep penetration and high sensitivity while maintaining high spatial resolution. The combination of Single Crystal, Acoustic Amplifier and Cool Stack technologies is the core technology of the XDclear series of probes.

Ease of Use features make Vivid E95 an extremely productive 4D and 2D cardiovascular ultrasound system. Ease of use in 4D imaging is accomplished with a number of GEHC exclusive innovations, including Single Beat 4D, 4D Views, Advanced 4D User Toolbox including FlexiSlice, Advanced 4D User Quantification Package, 4D Stress Echo, 4D Auto LVQ including 4D Strain, 4D Auto RVQ, 4D Auto MVQ, 4D Auto AVQ, 4D Auto LAQ, 4D Auto TVQ, FlexiViews, CT Fusion, 4D Markers, View-X, FlexiLight, HD Color and Open4D.

Ease of use for the operator in 2D imaging is provided by the cSound technology delivering auto optimized excellent image quality with minimal manipulation along with automated tools like the Artificial Intelligence based Auto EF 3.0 and AFI 3.0, AFI RV, AFI LA, AFI Stress, QuickApps, Cardiac Auto Doppler, AI Auto Measure 2D and Spectrum Recognition, Myocardial Work, Blood Speckle Imaging and Scan Assist Pro.

Ergonomic features include a highly portable design with electronically adjustable height and keyboard, articulating monitor arm (horizontal and vertical), and lightweight transducers combining to make the Vivid E95 an extremely ergonomic-friendly cardiovascular ultrasound system.

The cSound platform takes GE's Raw Data to a new level. For image processing and reconstruction, the Vivid E95 utilizes more than 100 times the data compared to its predecessor.

Standard configuration includes: -22" wide screen OLED monitor

-Scan Assist (Stress/CRT protocols)

-Scan Assist Pro (protocol driven exams)

-UD Clarity

-HD Imaging

-Code Phase Inversion

-AMM/Curved AMM

-TVI/Tissue Tracking

-Auto Optimization

-ASO

-Compound

-True Confocal Imaging

-Virtual apex imaging

-Virtual convex imaging

-Adaptive Contrast Enhancement (ACE)

-Extended Field of View (LOGIQView)

-Q-Analysis: Qstress/ QTVI/ QContrast

-Advanced Vascular (B-flow/BFI/Speckle Reduce)

-Z Scores for pediatrics

-DICOM Media

-DICOM SR (Cardiac/Pediatrics/Vascular)

-Heart Failure Report

-DICOM Connectivity Package (Modality Worklist/Print/Storage)

-Integrated EchoPACTM/Patient Archive

-Report Designer/Statement Engine/Normal Values/E-Sign-off

-Configurable prospective/retrospective capture

-LVO Contrast included as preset as well as a QuickApp

-Enhanced security features (Disk Encryption, LDAP, secure password policies)-

-QuickApps

-Cardiac Auto Doppler

-Ability to transfer Systole Only in stress to PACS

-AI based selectable raw data transfer to PACS

-Windows® 10 operating system

-White listing

-Advanced QScan Imaging

-4D single/dual/multi beat-Flexi-Volumes

-5-slice/7-slice/9-slice/12-slice

-4D Color

-Depth Color Render with multiple maps



-Stereo Vision -Easy 4D (4D Auto LVQ/4D Views/4D Stress) -Advanced 4D User Package: 4D Auto Align/Measure on Render/Dynamic Crop; Dynamic 9-slice/Live 9-slice -4D workflow package: QuickRotate / 2-Click Crop / FlexiSlice • Laser Lines / Biplane Prepare/ FlexiZoom -4D Clarity 2.0 -VolDICOM export -FlexiViews -4V Enable/4Vc-D Enable The following options are available for purchase: -Stress -AFI 3.0 (AFI, Triplane AFI, AFI w/TEE, Peak Strain Dispersion) -Auto EF 3.0 -AFI RV -AFI LA -AI Auto Measure -Myocardial Work -IMT -Tricefy[™] Uplink -Blood Speckle Imaging -AFI Stress -Wireless adapter -4D Strain and LV Mass -4D Auto MVQ -4D Auto AVO -4D Auto TVQ -4D Auto RVQ -4D Auto LAQ -CT Fusion -4D Markers -Vmax -FlexiLight, HD Color and HDlive™ -View-X If you are going to use the device for veterinary use or for research use on rodents, then the options listed below are offered. Please disregard these features if your device will be for human use, as devices sold for human use must be used for humans only. Dedicated labelling is required when using a system for animal scanning. • Veterinary kit (required for console intended for Veterinary use) • Rodent (optional purchase for a Veterinary configured console) Vivid, cSound, XDClear, HDLive and EchoPAC are trademarks of General Electric Company DICOM is the registered trademark of the National Electrical Manufacturers Association for its standards publications relating to digital communications of medical information. Tricefy is a trademark of Trice Imaging, Inc.

Windows is a trademark of Microsoft Corporation

Line	Qty.	Catalog		
2	3.00	H40442LM	9L-D Linear Array Probe	
T I (D I		51		
<u>List Pri</u>	<u>ce</u>	Disc	count	Net Price
\$14,000	.00	55.0	0%	\$18,900.00
Widebaı	nd Linear A	array Probe. Application	s vary depending on the ultrasound system and may	y include Vascular, Small Parts,
Pediatric, and Abdominal. Datasheets for specific ultrasound systems contain additional details including specific applications,				
biopsy availability, and additional probe technical specifications.				

Line	Qty.	Catalog		
3	3.00	H40482LS	4Vc-D probe	
			I.	
List Pric	e		<u>Discount</u>	<u>Net Price</u>
\$50,000.			55.00%	\$67,500.00

Electronic Real Time 4D phased array probe with GE's proprietary XDclear* technology, an innovative combination of advanced materials and acoustic design. This probe provides ultra-wide bandwidth and superb image quality in a lightweight and ergonomic package. It supports all cardiac ultrasound modes, including 4D imaging. Preferred applications may vary depending on the scanner

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running the probe, and may include Cardiac, Pediatrics, Fetal Heart, Abdominal, Coronary, Transcranial, Contrast, and Stress Echo. Datasheets for specific ultrasound systems contain additional details including specific applications and additional probe technical specifications. Includes one day of Applications Training which must be completed within twelve (12) months after Product delivery, or will expire without refund. Additional On-site Applications Training days are available for purchase. Customer workflow permitting and abiding by SDMS criteria, sonographer install CE's may be provided during install training.*Trademark of General Electric company.

Line	Qty.	Catalog			
4	3.00	H4830JE		P2D CW Pencil Probe	
List Pri	ce		Discount		<u>Net Price</u>
\$1,400.0	0		55.00%		\$1,890.00

Non-imaging pencil probe for CW Doppler examinations of cardiac flow. Datasheets for specific ultrasound systems contain additional details including probe technical specifications.

Line	Qty.	Catalog			
5	3.00	H8010EE		Vivid E95 - 4D Ultra Edition Advanced Bundle v204	
<u>List Prie</u> \$50,000.			<u>Discount</u> 55.00%		<u>Net Price</u> \$67,500.00

The Vivid[™] E95 - 4D Ultra Edition Advanced Software Bundle includes the most common used software features for the Vivid E95 4D system, providing a significant savings by purchasing as a bundle. The bundle includes the following software options: -AFI 3.0

-4D Strain & LV Mass -Auto EF 3.0

-AI Auto Measure

-AFI Stress

-Stress

-ECG Cable set

AFI 3.0 - third-generation parametric imaging tool giving quantitative data for global and segmental left ventricular strain. It allows a complete assessment at a glance by combining the 3 apical views into one comprehensive selectable bulls-eye view, including one according to the ASE standard. AFI 3.0 is integrated into the M&A package with specialized report templates. AFI 3.0 provides intuitive and streamlined workflow with fully automated ROI tracing, adaptive ROI width, simple ROI editing of both endo- and epicardial borders, selectable full wall/endocardial strain calculation, display of ejection fraction, DICOM® export of the running loop with tracking overlay, Standard TTE AFI, TriPlane AFI (may not be available on all scanners) and AFI with TEE are all supported on GE raw data images. The Artificial Intelligence based View Recognition feature (may not be available on all scanners) enables images acquired on these scanners to be automatically recognized and labelled.

AFI 3.0 introduces the ability to analyze not only GE raw data images, but also DICOM images from 3'rd party ultrasound scanners. It should be limited to adult TTE and TEE as well as pediatric TTE data. Like before AFI 3.0 also offers calculation of ejection fraction, LV Volumes, DICOM export, and "Easy AFI" which is the ability to exit the tool after only have analyzed one or two views.

4D Strain and LV Mass - Automated measurement of 4D LV Mass as well as 4D Strain from volumetric data. Included are: • Automated identification of LV long-axis and standard views • Automated initialization of measurement ROI • Validation of detected boundaries • LV volume waveform for entire cardiac cycle • ED and ES automatically selected from volume waveform (max/min) • Approval of final results •Editing by point and click • Fully integrated in M&A system

AutoEF 3.0 - adds support for LV volume and EF quantification of DICOM images from other vendors in addition to providing support for GE's raw data images as before. Like for raw data it provides a simple and intuitive workflow with simplified ROI editing. Standard TTE AutoEF is supported. The Artificial Intelligence based View Recognition feature (may not be available on all scanners) enables images acquired on scanners to be automatically recognized and labelled and the labels are used to automatically preselect matching views to the one selected by the user

AI Auto measure - This option enables two features: The AI Auto Measure - 2D feature enables automated quantification of the most common distance measurements performed on parasternal LAX 2D images, with minimal user guidance. The AI Auto Measure - Spectrum Recognition feature enables automated recognition of the most common Doppler spectra and automatically starts the Auto Doppler measurement (where available), or opens the according manual measurement folder.

AFI Stress - provides access to dedicated stress analysis protocol templates combining conventional stress echo acquisition with Automated Function Imaging (AFI) analysis. At each stress level one can perform AFI analysis in order to obtain objective quantification of longitudinal contraction throughout systole. The end result displays conventional wall motion score (WMS)



bullseyes as well as AFI bullseyes from multiple stress levels.

Stress - includes support for treadmill-, bicycle- as well as pharmacological stress protocols, including a continuous capture mode for acquisition and selection of projection views. Note: 4D Stress in included in the basic offering of Vivid E95 and does not require this option in order to work.

Vivid is a trademarks of General Electric Company

DICOM is the registered trademark of the National Electrical Manufacturers Association for its standards publications relating to digital communications of medical information.

Line	Qty.	Catalog			
6	3.00	H8010EG		AFI Extras Ultra Edition Software Bundle	
			-		N . D .
<u>List Pri</u>	ce		<u>Discount</u>		<u>Net Price</u>
\$12,000	.00		55.00%		\$16.200.00

In combination with the Advanced Software bundle, the AFI Extras Ultra Edition Software Bundle provides all the software options for a complete suite of tools for strain imaging. This bundle includes the following software options: -AFI RV

-AFI KV -AFI LA

-Myocardial Work

AFI RV is a parametric tool giving quantitative data for right ventricular longitudinal Global Strain, Free Wall Strain and Segmental Strain derived from the apical 4-chamber RV focused view. In addition, the Tricuspid Annular Plane Systolic Excursion (TAPSE) is provided.

AFI LA is a parametric tool giving quantitative data for left atrial longitudinal global strain derived from the apical 4-chamber and 2-chamber views and the LA volumes and EF.

Myocardial Work is intended to reduce* the load dependency experienced when measuring longitudinal strain, and as such it may help provide more accurate and reproducible results* with new parameters important especially for follow-up of patients over time. (* Compared to AFI)

Line	Qty.	Catalog			
7	3.00	H8010EK		Valve and Chamber Quantification Bundle	
<u>List Pri</u>	<u>ce</u>		<u>Discount</u>		<u>Net Price</u>
\$20,000	.00		55.00%		\$27,000.00
. ,					. ,

The Valve and Chamber Quantification bundle provides measurement tools featuring semi-automatic surface detecting algorithms, helping clinical users to get fast, reproducible and accurate 4D visualization and quantification of both valves and chambers: This bundle includes:

-4D Auto AVQ -4D Auto MVQ -4D Auto TVQ -4D Auto RVQ

-4D Auto LAQ

4D Auto AVQ Automated alignment, segmentation and measurement of aortic valve annulus dimensions from volumetric data, including area and circumference. Results stored in worksheet.

4D Auto MVQ tool derived from the volume ultrasound data of the scanner. The semi-automatic

surface detecting algorithm helps clinical users to get fast, reproducible and accurate 4D visualization and quantification of the Mitral Valve, acquired with TTE or TEE probes.

4D Auto TVQ measurement tool for the tricuspid valve. The semi-automatic surface detecting algorithm helps clinical users to get fast, reproducible and accurate 4D visualization and quantification of the tricuspid valve, acquired with TTE or TEE probes, on adults.

4D Auto RVQ - tool derived from the volume ultrasound data of the scanner. The semi-automatic

surface detecting algorithm helps clinical users to get fast, reproducible and accurate 4D visualization and quantification of the right ventricle, acquired with TTE or TEE probes.

4D Auto LAQ - tool uses the volume ultrasound data of the scanner. The semi-automatic surface detecting algorithm helps clinical users get fast, reproducible and accurate 4D quantification of the left atrium, acquired with 4D TTE probes.

LineQty.Catalog83.00H45591HSWireless USB adapter

List Price

Discount



\$1,400.00

55.00%

\$1,890.00

Wireless external G type USB adapter with extension cable and hardware for mounting on the rear panel.

Line	Qty.	Catalog			
9	3.00	H0222DE		Digital Expert Silver Package	
List Price			Discount		<u>Net Price</u>
\$4,450.00)		55.00%		\$6,007.50

The Silver Digital Expert package includes an additional 6 months and 10 courses.

Licensed access to Digital Expert that enables user to connect with a GE Healthcare Remote Clinical Specialist to help with application-related support and training. When combined with the Digital Expert Base Offering, the Silver Package provides an additional 6 months and 10 courses for a total of 15 courses during a 12-month period. Trainers available M-F 8 am to 4 pm. Training sessions with a GE Healthcare Remote Clinical Specialist have a duration of either 30 to 60 minutes. The 12-month access to Remote Clinical Specialists begins at system delivery and GE Healthcare's obligation to provide Digital Expert training expires without refund thereafter.

Line	Qty.	Catalog		
10	1.00	H8010SH	4D Additional SW Bundle	
<u>List Pric</u> \$15,000.			<u>Discount</u> 55.00%	<u>Net Price</u> \$6,750.00
The bund -HD Col		s the following opt	ions:	
-4D Auto				
-4D Auto	o AVQ			
-4D Mar	kers			

(4D software and probes must be purchased separately to enable these features).

This 4D software bundle combines additional 4D capabilities into one catalog, providing significant savings by purchasing as a bundle. Combine with the 4D TEE Probe package for a comprehensive 4D offering.

HD Color enhances the perception of 4D color when visualized on a 2D monitor by addition of shadowing and specular reflection techniques. In addition, it offers the ability to see turbulent velocity components inside the flow volume by use of transparency control.

4D Auto MVQ is a tool derived from the volume ultrasound data of the scanner. The semi-automatic surface detecting algorithm helps clinical users to get fast, reproducible and

accurate 4D visualization and quantification of the Mitral Valve, acquired with the 4D TEE probe.

4D Auto AVQ provides automated alignment, segmentation and measurement of aortic valve annulus dimensions from volumetric data, including area and circumference. Results stored in worksheet.

4D Markers enables placement of markers/annotations into a 4D ultrasound volume data set. The markers are named and keep their position relative to the 4D data set

Line	Qty.	Catalog		
11	1.00	H45581PG	4D	
List Pric	e		Discount	<u>Net Price</u>
\$10,000.	00		55.00%	\$4,500.00

The 4D option contains the following 4D and multiplane functions: (please note, this option combines the 4D Basic and 4D Advanced tools from previous version of the VS70 console). Acquisition- Bi-Plane and Tri-Plane acquisition- Quick Rotate - 4D single/multi beat acquisition- Biplane Prepare - FlexiSlice- FlexiViews- FlexiZoom - 4D Color- Live MultiSlice - Dynamic 9 slicesManipulation- 2-Click Crop - Flip Crop- Parallel Crop- Selectable absolute or relative navigation- Dynamic 9 slices- Dynamic CropViewing- 4D Views- View Crop- FlexiSlice- Laser Lines - 9 SAX Views- 5, 6, 7, 9 or 12 slices- MultiSlice - Depth Color Render, incl. Depth Illumination- Stereo VisionQuantification- 4D Auto LVQ – Automated LV Quantification (LV Volume and EF)- 4D RenderMeas – Measure Distances and Areas in rendered data setsEnables adding: - 4D Auto AVQ- 4D Auto MVQ

Total Quote Subtotal:

\$608,287.50



1.00	VE9010215 VIVID E9 4D BT13 XD CLEAR 17INCH Trade-in	\$0.00
1.00	VE9010251 Trade-in	\$0.00
3.00	CVUS Current Customer Discount	\$-45,000.00

Total Quote Net Selling Price: \$563,287.50

Trade-in Addendum to GE Healthcare Quotation

This Trade-In Addendum ("<u>Addendum</u>"), effective on **October 1, 2021**, between the GE Healthcare business identified on the Quotation and **Salinas Valley Memorial Hospital** ("<u>Customer</u>"), is made a part of Quotation # 2007735765.6 ^ dated October 1, 2021 ("<u>Quotation</u>") and modifies it as follows:

A. Customer: (i) certifies that it has full legal title to the equipment and/or mobile vehicle ("mobile vehicles" are defined as any systems requiring a vehicle title) listed in Section E ("Trade-In Equipment"), free and clear of all liens and encumbrances; (ii) conveys title and, if applicable, registration and license documents to GE Healthcare effective on the date of removal or receipt of the Trade-In Equipment (mobile vehicles will not be removed from Customer site until GE Healthcare has received a clean title signed over to GE Healthcare); and (iii) affirms that the Trade-In Equipment has never been used on or to provide care to animals. If GE Healthcare removes the Trade-In Equipment, it will do so at its expense at a mutually agreed time. Trade-In Equipment shall be removed no later than thirty days following installation of Customer's new system, unless explicitly otherwise agreed to by the parties in writing.

Mobile vehicles must include the VIN# on this trade-in addendum: VIN# [insert Vin #]. Mobile vehicles must have a valid DOT sticker and be road worthy at the time GE Healthcare is to take possession of them in order for GE Healthcare to accept a mobile vehicle on trade-in. Any and all logos or hospital affiliation stickers must be removed (outside and inside) by Customer and Customer shall clean the mobile vehicle of all debris and medical supplies prior to removal of the mobile vehicle by GE Healthcare.

B. Customer is responsible for: (i) providing timely, unrestricted access to the Trade-In Equipment in a manner that affords GE Healthcare, or third-party purchaser of the Equipment through GE Healthcare, the ability to complete Equipment inspection and testing, and the ability to complete an operating system back-up prior to de-installation within the timeframe required by GE Healthcare or said third-party purchaser, failure of which to provide may result in termination of this Trade-in Addendum and related credits and/or payments; (ii) ensuring that the Trade-In Equipment and the site where it is located are clean and free of bodily fluids; (iii) informing GE Healthcare of site-related safety risks; (iv) properly managing, transporting and disposing of hazardous materials located on site in accordance with applicable legal requirements; (v) rigging, construction, demolition or facility reconditioning expenses, unless expressly stated otherwise in the Quotation; and (vi) risk of loss and damage to the Trade-In Equipment until safety risks are remediated and the Trade-In Equipment is removed or returned.

C. Prior to removal or return to GE Healthcare, Customer must: (i) remove all Protected Health Information as such term is defined in 45 C.F.R. § 160.103 ("PHI") from the Trade-In Equipment; and (ii) indemnify GE Healthcare for any loss resulting from PHI not removed. GE Healthcare has no obligation in connection with PHI not properly removed.

D. GE Healthcare may in its sole discretion reduce the trade-in amount or decline to purchase the Trade-In Equipment and adjust the total purchase price of the Quotation accordingly if: (i) the terms of this Addendum are not met; (ii) Customer fails to provide access to the Trade-In Equipment as required herein; or (ii) the Trade-In Equipment is missing components or is inoperable and/or non-functioning when removed or returned – Customer is required to confirm for GE Healthcare the operability of the Trade-In Equipment prior to the deinstallation of the Equipment. All other terms and conditions of the Quotation remain in full force and effect.

E. Trade-In Equipment:

Trade-In Equipment Mfr. GENERAL ELECTRIC	<u>Model & Description</u> VE9010250 VIVID E9 4D BT13 XD CLEAR 17INCH Trade-in	<u>Quantity</u> 1.00	System ID* VE9010250	Trade-In Amount (\$) \$ 0.00
GENERAL ELECTRIC	VE9010215 VIVID E9 4D BT13 XD CLEAR 17INCH Trade-in	1.00	VE9010215	\$ 0.00
GE_Ultrasound	VE9010251 Trade-in	1.00	VE9010251a	\$ 0.00

This Addendum is executed when: (i) signed by the parties below; (ii) Customer receives this Addendum and signs the Quotation that references the Trade-In Equipment; or (iii) Customer receives this Addendum and issues a purchase order identifying either the terms of the Quotation (which includes a reference to the Trade-In Equipment) or the Governing Agreement identified on the Quotation as governing the order (PO#______)[†].

Salinas Valley Memorial Hospital	General Electric Company, through its division, GE Healthcare		
Signature:	Signature:		
Print Name:	Print Name:		
Title:	Title:		

Trade-in Addendum to GE Healthcare Quotation (Rev. 08.21) **12**

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GE Healthcare Propriety and Confidential

- ^ A Quotation number must be provided on this document.
- * In the event the Trade-In Equipment does not have a System ID, please record the serial number of each component that comprises the Trade-In Equipment.

[†] If you are relying upon the purchase order to reflect acceptance of the terms contained herein, please update this document with the applicable PO number upon receipt of the PO. Failure to do so may result in delays surrounding deinstallation of the System(s).

GE Healthcare Propriety and Confidential



GPO Agreement Reference Information

Customer: Salinas Valley Memorial Hospital	
Contract Number:	Novation Vizient Supply LLC XR0431 - U/S
Billing Terms:	80% delivery / 20% Installation
Payment Terms:	45 Net
Shipping Terms	FOB DESTINATION

Offer subject to the Terms and Conditions of the applicable Group Purchasing Agreements currently in effect between GE Healthcare and Novation Vizient Supply LLC XR0431 - U/S

If applicable, for more information on this devices' operating system, please visit GE Healthcare's product security portal at: <u>https://securityupdate.gehealthcare.com/en/products</u>

This product offering is made per the terms and conditions of Vizient /GE Healthcare GPO Agreements as follows:

Imaging:

XR0391-MR, XR0702-Card./Vasc., XR0673-CT, XR0342-Mammo, XR0351-PET-CT, XR0362-Nuc Med, XR0380-R&F/RAD & XR0592-ICAR-EP/HEMO, XR0692-BMD

Ultrasound: XR0431-Ultrasound

Vizient: Please login to the Vizient Marketplace Website. If you require assistance or are experiencing issues, please contact Vizient for support: Email: <u>Connect@VizientInc.com</u> and Phone: 866-600-0618.

SALINAS VALLEY MEMORIAL HOSPITAL

Physical Location Account #: 129456

Optional: Person(s) to be notified when this document is processed:

Quote Created Date: 10/22/2021

Quote ID: B466CB7

Service Contract Addendum

Quote Expiration Date: 12/21/2021

Name(s):
Email(s):

Equipment Identifiers	Trans. Type	Equipment	Effective Date	Offering	Options	Features	Incremental Annual Amount
System ID: VIVID1TBD Contract: 1-521262836961	ADD POS	GE UL VIVID E95 R4 (UVI95I)	End of Warranty through End of Agreement	AssurePoint Standard	INCLUDED: • DVR • EXTERNAL DVD R/W • GENERAL/SPECIALTY PROBES: 01 Replacement per year (even if caused by accidental damage) • PEDOF PROBE • Printers EXCLUDED: • Continuity • INTRACARDIAC ECHO (ICE) • U/S TEE PROBE	 FE Coverage Weekdays: MON-FRI, 8AM-5PM FE Coverage Weekend: NO COVERAGE HRS FE Onsite Response Time: 6-Hours InSite Response: 30 InSite/Tech Phone Support MyGEHealthcare Equipment PM Cov.: Mon-Fri 8AM-5PM, 1 per Year Remote Apps Support Level-1: MON-FRI, 8AM-5PM Repair Parts: Included, Next Day 10:30 AM LST-UL Ultrasound Probe Discount: Excluded Uptime Commitment: 95% 	\$11,815
System ID: VIVID2TBD Contract: 1-521262836961	ADD POS	GE UL VIVID E95 R4 (UVI95I)	End of Warranty through End of Agreement	AssurePoint Standard	INCLUDED: • DVR • EXTERNAL DVD R/W • GENERAL/SPECIALTY PROBES: 01 Replacement per year (even if caused by accidental damage) • PEDOF PROBE • Printers EXCLUDED: • Continuity • INTRACARDIAC ECHO (ICE) • U/S TEE PROBE	 FE Coverage Weekdays: MON-FRI, 8AM-5PM FE Coverage Weekend: NO COVERAGE HRS FE Onsite Response Time: 6-Hours InSite Response: 30 InSite/Tech Phone Support MyGEHealthcare Equipment PM Cov.: Mon-Fri 8AM-5PM, 1 per Year Remote Apps Support Level-1: MON-FRI, 8AM-5PM Repair Parts: Included, Next Day 10:30 AM LST-UL Ultrasound Probe Discount: Excluded Uptime Commitment: 95% 	\$11,815



GE Precision Healthcare LLC, a GE Healthcare business

Service Contract Addendum Quote ID: B466CB7

Equipment Identifiers	Trans. Type	Equipment	Effective Date	Offering	Options	Features	Incremental Annual Amount
System ID: VIVID3TBD Contract: 1-521262836961	ADD POS	GE UL VIVID E95 R4 (UV1951)	End of Warranty through End of Agreement	AssurePoint Standard	INCLUDED: • DVR • EXTERNAL DVD R/W • GENERAL/SPECIALTY PROBES: 01 Replacement per year (even if caused by accidental damage) • PEDOF PROBE • Printers EXCLUDED: • Continuity • INTRACARDIAC ECHO (ICE) • U/S TEE PROBE	 FE Coverage Weekdays: MON-FRI, 8AM-5PM FE Coverage Weekend: NO COVERAGE HRS FE Onsite Response Time: 6-Hours InSite Response: 30 InSite/Tech Phone Support MyGEHealthcare Equipment PM Cov.: Mon-Fri 8AM-5PM, 1 per Year Remote Apps Support Level-1: MON-FRI, 8AM-5PM Repair Parts: Included, Next Day 10:30 AM LST-UL Ultrasound Probe Discount: Excluded Uptime Commitment: 95% 	\$11,815

NET ADJUSTMENT TO CONTRACT:

\$35,445

The Agreement is hereby amended as follows. The Product above is added, deleted, or modified as indicated. Service for additions or modifications continues until Agreement expiration. In the event of conflict between this Addendum and the Agreement, this Addendum prevails. The Addendum start date for products added or modified is: (a) the above Effective Date if Customer signs and returns this Addendum within 30 calendar days of that date; or (b) the date of signature if Customer does not sign and return this Addendum within 30 calendar days of the above date. The Addendum start date for products deleted is: 60 calendar days AFTER date of signature if Customer signs and returns this Addendum prior to Quote Expiration Date

Customer (please complete all fields):	GI	GE Precision Healthcare LLC, a GE Healthcare business:		
Approved By:	Title:	Approved By:	Title:	
Email:	Phone:			
Signature:	Date:	Signature:	Date:	



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Board Paper: Finance Committee

Agenda Item:	Consider Recommendation for Board Approval for the Purchase of D-Spect Nuclear Camera from Spectrum Dynamics Medical Inc.
Executive Sponsor:	Clement Miller, Chief Operating Officer Christianna Kearns, Sr. Admin Director Cardiovascular, Pulmonary & Sleep Medicine Services
Date:	November 1, 2021

Executive Summary

Current Nuclear Camera at Ryan Ranch has reached end of useful life. The system has been frequently breaking down indicating the need to be replaced. Additionally, our physicians are requesting the camera be upgraded to increase diagnostic quality and speed of Lexiscan Stress tests. The camera is used to perform Stress Testing at the CDOC clinic at Ryan Ranch and is an integral part of our Heart Program.

Timeline/Review Process to Date:

10/29/21 Items entered in Axiom for review.

Pillar/Goa	l Alig	nment				
x Service		People	x Quality	Finance	x Growth	Community

Financial/Quality/Safety/Regulatory Implications:

Fiscal year 2022 capital budgeting allocates \$532,113.05 for the equipment replacements for CDOC at Ryan Ranch.

Fiscal 2022 Budget	\$532,113.05
<u>Capital Equipment Purchase Request</u> <u>Spectrum Dynamics</u>	\$501,501.20 (\$459,040.00 + 42,461.20 (Tax))
Operational Expense for Spectrum Dynamics 5 year Service Agreement	\$180,000.00 (5 year service agreement to start in 2023 after 1 year warranty

Recommendation

Consider Recommendation to Board of Directors (i) to approve the capital equipment purchase from Spectrum Dynamics Medical Inc. in the amount of \$501,501.20 and (ii) to approve the Spectrum Dynamics Medical Inc. Service Agreement in the amount of \$180,000.00.

Attachments:

- (1) Spectrum Dynamics Medical Inc. Quote
- (2) Spectrum Dynamics Medical Inc. Service Contract



QUOTATION

Spectrum Dynamics Medical Inc.	Date	10/20/2021	
301 N. Cattlemen Rd. Suite 109	Quote Exp. date	12/20/2021	
Sarasota, FL 34232			
USA	Sales Person	Art Leonardo	
Phone #: +1-941-256-3660	Tel	(480) 250-5276	
Fax #: +1-941-256-3662	Email	artl@spectrum-dynamics.com	
Ship To: Salinas Valley Memorial Healthcare System	Bill To: Salinas Valley Me	morial Healthcare System	
230 San Jose Street	450 E Romie I n		

230 San Jose Street Salinas CALIFORNIA 93901 United States Email: Tel: 450 E Romie Ln Salinas CALIFORNIA 93901-4098 United States Email: Tel:

Contract: XR0270

Buying Group: Vizient

Contracts with this Buying Group will apply to orders placed against this quote. Each solution will reference a specific contract, in which discounts, fees and any specific terms and conditions for that single solution will be applied only for that single solution. If no contract number is shown, only the Spectrum-Dynamics standard terms and conditions of sale will apply. By signing this quotation, the Customer acknowledges no other contracts from other Buying Groups will apply.

Quote Summary	
Total Contract List Price	656,390.00
Total Discount: (30.07%)*	(197,350.00)
Total Quote Net Selling Price	459,040.00

(Quoted prices do not reflect state and local taxes. *Total discount & Net Selling Price includes Trade in allowance, if applicable.)

Shipment Terms: FOB Destination

Payment Terms: 0% down payment with order, 70% on delivery and 30% on Completion of Installation

Delivery Terms: Estimated delivery is 90 Days from receipt of valid purchase order.

Comments: SPECIAL NET PRICE is in lieu of receiving a PO and installation before December 30,2021. Customer agrees to be a reference/demo site.

Organization Purchasing contact:

This quotation contains confidential and proprietary information for Spectrum Dynamics Medical Inc. and is intended for use only by the customer whose name appears on this quote.

Purchaser approval as quoted

Spectrum Dynamics Medical		Customer's Acceptance				
Signature	Date	Authorized Customer Representative Signature	Date			
Title		Print or Type Name				

Title

Ln	Spectrum-Dynamics P/N Item Summary Description	List Price	Quantity	Subtotal (USD)	Disc %	Total Price (USD)
	8010120-01	638,000.00	1	638,000	30	446,600
1	D-SPECT Cardio, 110V					
	See below for Description					
	8010158-01	15,000.00	1	15,000	22	11,700
2	S/W Cedars 2017 Deluxe-Fixed-					
	QPS+QGS+Companion+PlusP+MBF					
	See below for Description					
	8010126-01	0.00	1	0	0	0
3	S/W D-SPECT Motion Correction					
	See below for Description					
	9350911-01	300.00	1	300	100	0
4	Accessories-Chair Plastic Leg Cover					
	See below for Description					
	3400020-02	1,590.00	1	1,590	100	0
5	Accessories-D-SPECT Chest Support Straps					
	See below for Description					
	9030095-01	4,000.00	1	4,000	19	3,240
6	Accessories-Jaszczak Phantom and Holder for D-					
	SPECT					
	See below for Description					
	9009999-01	-2,500.00	1	-2,500	0	-2,500
7	TRADE-IN SYSTEM					
	See below for Description					

Equipment Total (USD):	656,390
Discount (30.1%):	197,350
Тах:	0
Shipping Cost:	0
Net Price (USD):	459,040

Item Number	Quantity	Description	Sell Price (\$
3010120-01	1.00	Description for Ln 1. D-SPECT Cardio, 110V	446,600
		The D-SPECT Cardio system is a dedicated nuclear cardiology solid state	
		gamma camera for fast imaging, with superior performance in sensitivity and resolution.	
		1. Imaging Room Module:	
		 9 independently controlled CZT based solid state detectors 	
		- Tungsten collimators	
		 Gated SPECT acquisitions can be completed in as fast as 3 minutes Small, compact system 	
		- Patient chair/bed with a weight limit up 1000 lb/454 kg	
		- Grab-bar for patient access & support	
		- Upright, supine and anything in between imaging	
		- Built in diagnostic tools	
		- D-SPECT calibration QC accessory kit	
		- Built in touch screen for patient positioning and detector angle display	
		2) D-SPECT Acquisition Station	
		- Windows 10 LTSB with i7 processor and 8GB ram	
		- D-SPECT acquisition applications software	
		- 2x1TB 7200 RPM (RAID 1) 500GB usable storage space for data.	
		- TPM 2.0 complaint module - NVIDIA GPU	
		- 24" LCD Monitor with 1920 x 1200 resolution	
		- CD/DVD RW	
		- Acquisition QC tools	
		- Patient database	
		- Daily QC application software	
		3) D-SPECT Processing Station	
		-Windows 10 LTSB with i7 processor and 8GB ram	
		 D-SPECT proprietary reconstruction software 	
		- Existing Cardiac SPECT Perfusion software will be maintained	
		- 2x1TB 7200 RPM (RAID 1) 500GB usable storage space for data.	
		- TPM 2.0 complaint module - NVIDIA GPU	
		- 24" LCD Monitor with 1920 x 1200 resolution	
		- Easy-to-use GUI (graphical user interface)	
		- CD/DVD RW	
		4) IVY Biomedical Model 7600 Cardiac Trigger Monitor	
		*Spectrum reserves the right to substitute an equivalent make and model, if	
		the 7600 is unavailable.	
		5) POWERVAR Uninterruptible Power Manager Model # ABCE1440-11IEC	
		6). On site applications training, 3 days	
		Includes 3 days of on-site training that must be used in a consecutive day	
		format.	
		It is highly recommended to dedicate 1 or 2 technologists during the entire training.	
		** Note: Specifications are subject to change without notice. **Cardiac Quantitative Software is NOT included**	
8010158-01	1.00	Description for Ln 2. S/W Cedars 2017 Deluxe-Fixed-	11,700
		QPS+QGS+Companion+PlusP+MBF This application includes QGS, QPS, Plus pack & Companion to provides	
		cardiac function and perfusion quantitation using gated and ungated MPI	
		datasets: ED and ES volumes, ejection fraction, and perfusion measures such	
		as SSS/SRS/SDS and TPD.	

		The image data can be viewed in a variety of modes, from selected slices in a 2D view to a rendered 3D surface of the myocardium with parametric maps (perfusion, motion, thickening and regional EF). Kinetic Analysis -Allows for the processing of dynamic coronary flow and coronary flow reserve data	
8010126-01	1.00	Description for Ln 3. S/W D-SPECT Motion Correction D-SPECT Software tool for axial motion correction applied as preprocessing on the raw data	0
		 * Applies to the D-SPECT (9 detector) camera ONLY **Specifications subject to change without notice or warning** 	
9350911-01	1.00	Description for Ln 4. Accessories-Chair Plastic Leg Cover Washable cover for patient chair leg rest	0
3400020-02	1.00	Description for Ln 5. Accessories-D-SPECT Chest Support Straps Chest Support Straps are designed to reduce patient movement by immobilizing and supporting the chest. The fastening straps are made of comfortable nylon that wrap around the patient chest/torso. Wide enough to comfortably support the weight, the strap measures 9" wide and comes in an easy to clean medical grade material. Includes: Left Chest Strap 35" L X 9" W and Right Chest Strap 35"L x 9 " W . Secures with Hook & Poop Velcro.	0
9030095-01	1.00	Description for Ln 6. Accessories-Jaszczak Phantom and Holder for D-SPECT Jaszczak Phantom and plate holder designed for the D-SPECT cameras.	3,240
9009999-01	1.00	Description for Ln 7. TRADE-IN SYSTEM The Trade-In System is described within the Trade-In Addendum attached to this quote. The Trade-In System's Equipment Manufacturer, Model and Description, along with the ID/Serial Number and Trade-In terms and conditions, is specified within the Addendum.	-2,500

TERMS AND CONDITIONS OF SALE

The products and services listed on the face or above pages of this quotation are offered by Spectrum Dynamics Medical Inc. or one of its affiliates ("<u>Spectrum</u>") only under the terms and conditions described below. The quotation and these terms are referred together as the "<u>Agreement</u>".

Price.

This quotation is subject to change or withdrawal prior to written acceptance by the customer ("<u>Customer</u>") identified on the quotation to which these terms and conditions are attached. The purchase price does not include applicable sales, use, or other taxes in effect or later applied ("Taxes"). Unless Customer provides Spectrum with an appropriate exemption certificate 30 days prior to the first invoice date, Spectrum will invoice the Customer for Taxes and Customer shall pay the Taxes.

Cancellations.

All purchase orders issued by Customer are subject to acceptance by Spectrum. If Customer cancels an order prior to product shipment, Spectrum shall return Customer payments received by Spectrum. If Customer cancels after product shipment and prior to installation, Spectrum will return payments received, less \$10,000 to cover shipping and handling expenses.

Payment Terms.

Unless otherwise specified on the face of this quotation, Customer shall pay the purchase price for each product as follows:

- 1. 20% of the purchase price on Customer's placement of a purchase order;
- 2. 60% of the purchase price on delivery of major components of the product (the D-SPECT camera imaging unit);
- 3. Final 20% due upon completion of installation. If the start of the installation is delayed for any reason beyond Spectrum's control for more than thirty (30) days, the balance is due on the thirty-first (31st) day.

Customer shall pay interest on any amount not paid when due at the maximum rate permitted by applicable law. If the Customer fails to pay any amount when due, in addition to any other rights or remedies available to Spectrum, Spectrum may discontinue the performance of services, stop the delivery of the product, or deduct unpaid amount from any amounts otherwise owed to Customer by Spectrum under any agreement with Customer. In any action initialed to enforce the terms of this Agreement following a Customer default, Spectrum shall be entitled to recover its costs and expenses, including reasonable attorney's fees.

Leases.

Unless lease payments are specified on the front page of the quotation, or if Customer desires to convert the purchase of any product to a lease, Customer will arrange for the lease agreement and all other related documentation to be reviewed and approved by Spectrum not later than ninety (90) days prior to the scheduled delivery date of major components of the product. Customer is responsible for converting the transaction to a lease, and is required to secure the leasing company's approval of all of the terms and conditions in this quotation without modification. No product will be delivered to Customer until Spectrum has received copies of the fully executed lease documents and has approved the same in writing.

Security interest.

Customer hereby grants Spectrum a monetary security interest in the products until Spectrum has received full payment. Customer shall send any financial statements or other documents requested by Spectrum to perfect Spectrum's security interests in the products. When permitted by applicable law, Customer's signature on this quotation or on a purchase order issued as a result of this quotation gives Spectrum the right to sign on Customer's behalf and file any financing statement or other documents to perfect Spectrum's security interest in the product. If Customer defaults under the terms of this Agreement. Spectrum shall have all rights and remedies of a secured creditor under the Uniform Commercial Code.

Shipment and Risk of Loss.

Spectrum will use reasonable efforts to ship the product to Customer by the date specified on this quotation, unless otherwise agreed in writing with Customer. Spectrum will ship the product according to Spectrum's standard commercial practices. Spectrum may make partial shipments. If shipping costs are not included in the purchase price, such costs will be prepaid by Spectrum and billed to the Customer. Prior to the shipment of any product, Spectrum may change the construction or the design of the product without notice to the Customer as long as the function and the performance of the product are not substantially altered. Spectrum reserves the right to use refurbished components in the repair of the products and the refurbishment of used products. The components shall be subject to the same inspection and quality control procedures as all other materials used in the manufacture of the products, and shall have the same warranty as the rest of the product.

Products are sold on a "Delivered Duty Paid" ("DDP") basis as per Incoterms 2010: risk of loss of damage to any product shall pass to the Customer when delivered to Customer's designated premises.

If Customer requests a delay in the delivery date of major components of the product, the product will be placed in storage by Spectrum and the unpaid portion of the purchase price shall be due according to the original dates set in the original payment terms. All storage fees will be paid by Spectrum and billed to the Customer.

Installation.

Customer shall provide Spectrum full and free access to the installation site, and suitable and safe space for the storage of the products before installation. The products will be installed during normal working hours. Spectrum will unpack the product, construct applicable pads (if required), and connect the product to a safety switch or breaker to be installed by the Customer, and calibrate and test the product. The Customer shall provide any plumbing, carpentry work, conduit, wiring including communications and/or computer wiring, network equipment, power supply, surge suppression and power conditioning (except to the extent they are expressly included in this quotation), ground fault and isolation systems, and other fixtures and utilities required to properly attach, install, and use the product. If local labor conditions make it impracticable for Spectrum to use its employees or subcontractors for the installation, the installation shall be performed by personnel supplied by Customer, or by an independent contractor chosen by Customer at Customer's expense, in which case Spectrum will provide engineering supervision during the installation.

Customer shall be responsible, at its expense, for the preparation of the installation site where the product will be installed, including any required structural alterations. The site preparation shall comply with all safety, electrical, and building codes relevant to the product and its installation and use. The sufficiency of any installation site plans shall be the responsibility of the Customer. The Customer shall advise Spectrum of conditions at or near the site which could adversely affect the installation, and shall ensure that those conditions are corrected and that the site is fully prepared and available to Spectrum before the installation work begins. The Customer, at its expense, shall obtain all permits and licenses required by federal, state, or local authorities in connection with the installation and operation of the product, including any certificate of need and zoning variances. SPECTRUM MAKES NO WARRANTY AND ASSUMES NO LIABILITY FOR THE FITNESS OR ADEQUACY OF THE SITE IN WHICH THE PRODUCT IS TO BE INSTALLED.

The Customer shall assist Spectrum, at no charge to Spectrum, with moving the product from the entrance of the Customer's premises to the installation site. The Customer shall be responsible, at its expense, for rigging, the removal of partitions or other obstacles, and restoration work. Spectrum assumes that no hazardous material exists at the installation site. If any such material exists, the Customer shall be responsible for the proper removal and disposal of the material at the Customer's expense.

Product Warranty.

Spectrum provides specific product warranties with respect to each Spectrum product. Copies of the product warranty applicable to the products listed on the face or above pages of this quotation are attached.

The warranty period (12 months) begins at the completion of installation. If the start of the installation is delayed for any reason beyond the control of Spectrum for more than thirty (30) days following the date of the availability for delivery of major components of the product, the warranty period begins on the thirty-first (31st) day following that date.

Spectrum's obligations under any product warranty are limited, at Spectrum's option, to the repair or the replacement of the product or a portion thereof (including, at Spectrum's choice, with used or refurbished components). Product warranty repairs are subject to Spectrum's receipt of written notice of product defect during the warranty period, and within thirty (30) days following Customer's discovery of the defect. Spectrum's obligations under any product warranty do not apply to any product defects resulting from improper or inadequate maintenance or calibration by the Customer or its agents; Customer or third party supplied software, interfaces, or supplies: use or operation of the product other than in accordance with Spectrum's applicable product specifications and written instructions; abuse, negligence, accident, loss, or damage in transit; improper site preparation; unauthorized maintenance or modifications to the product; or, to viruses or similar software interference resulting from the connection of the product to a network. Spectrum does not provide a warranty for any such third party products furnished to the Customer by Spectrum under this quotation; however, Spectrum shall use reasonable efforts to extend to the Customer the third party warranty for the product. The obligations of Spectrum described above are Spectrum's only obligations and the Customer's sole and exclusive remedy for a breach of product warranty.

THE WARRANTIES SET FORTH IN SPECTRUM'S WARRANTY DOCUMENT WITH RESPECT TO A PRODUCT (INCLUDING THE SOFTWARE PROVIDED WITH THE PRODUCT) ARE THE ONLY WARRANTIES MADE BY SPECTRUM IN CONNECTION WITH THE PRODUCT, THE SOFTWARE, AND THE TRANSACTIONS CONTEMPLATED BY THIS QUOTATION, AND ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Software and Licenses.

Software is and shall remain the sole property of Spectrum or its software suppliers. No license or other right is granted to Customer or to any other party to use the software except as set forth in the license agreements. Upon Customer's execution of the license agreements and the payment of any license fees as set forth in this quotation, Spectrum grants to Customer a non-exclusive and paid-up right and license to use the software for Customer's use in connection with the operation of the product for as long as Customer owns the product. The right and license does not include any right to copy, reproduce, sell, assign, transfer, or sublicense the software, and does not include any rights or licenses in any maintenance or service software and related documentation.

Any Spectrum maintenance or service software and documentation provided with the product or located at Customer's premises is intended solely to assist Spectrum and its authorized agents to install and to test the products, or to assist Spectrum and its authorized agents to maintain and to service the products under a separate support agreement with Customer. Customer agrees to restrict the access to such software and documentation to Spectrum's employees and authorized agents.

Patent Infringement Claims.

Spectrum shall defend or settle any claim against Customer that a Spectrum product provided in this quotation infringes a valid claim under a United States patent provided that Customer: (i) provides Spectrum prompt written notice of the claim, (ii) grants Spectrum full and complete information and assistance necessary for Spectrum to defend, settle, or avoid the claim, and (iii) gives Spectrum sole control of the defense or settlement of the claim. This section shall not apply to any sale or other transfer of the product by Customer.

If the products are found or believed by Spectrum to infringe such a claim, Spectrum may, at its option, (i) procure the right for Customer to use the product, (ii) replace or modify the product to avoid infringement, or (iii) refund to Customer a portion of the product purchase price upon the return of the original product. Spectrum shall have no obligation for any claim of infringement arising from Spectrum's compliance with the Customer's designs, specifications, or instructions; Spectrum's use of technical information or technology supplied by the Customer; modifications to the product by the Customer or its agents; use of the product with products not manufactured by Spectrum if infringement would have been avoided by the use of current unaltered release of products; or use of the products after Spectrum has offered the Customer one of the options described in this section, Spectrum will not be liable for any claim where the damages sought are based directly or indirectly upon the quantity or value of products regardless of whether such claim alleges the product or its use infringes or contributes to the infringement of such claim. The terms in this section state Spectrum's entire obligation and liability for claims of infringement, and the Customer's sole remedy in the event of a claim of infringement.

Limitation of Liability.

The liability, if any, of Spectrum for damages whether arising from breach of the terms of this Agreement, breach of warranty, negligence, indemnity, strict liability or other tort, or otherwise with respect to the products and services is limited to an amount not to exceed the amounts actually paid by the Customer for the product or service giving rise to the liability

DISCLAIMER.

NO EVENT SHALL SPECTRUM BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, INCLUDING LOST REVENUES OR PROFITS, OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES WHETHER ARISING FROM BREACH OF THE TERMS IN THIS QUOTATION, BREACH OF WARRANTY, NEGLIGENCE, INDEMNITY STRICT LIABILITY OR OTHER TORT. EACH PARTY EXPRESSLY WAIVES ALL RIGHTS TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTE ARISING UNDER THIS AGREEMENT.

Confidentiality.

Each party shall maintain as confidential any information furnished or disclosed to one party by the other party, whether disclosed in writing or disclosed orally, relating to the business of the disclosing party, its customers and/or its patients, and this quotation and its terms, including the pricing terms under which the Customer has agreed to purchase the products. Each party shall use the same degree of care to protect the confidentiality of the disclosed information as that party uses to protect the confidentiality of its own information, but not less than reasonable care. Each party shall disclose such information only to its employees having a need to know such information to perform the transactions contemplated by this quotation. The obligation to maintain the confidentiality of such information shall not extend to information in the public domain at the time of disclosure or information that is required to be disclosed by law or by court order.

Compliance with Laws.

Each party shall comply with all laws, rules, and regulations applicable to the party in connection with the performance of its obligations in connection with the transactions contemplated by this quotation, including those relating to affirmative action, fair employment practices, and Medicare fraud and abuse. If Spectrum's services require disclosure to Spectrum of "Protected Health Information", and the Customer is a "Covered Entity" (as those terms are defined in privacy regulations promulgated under the Health Insurance Portability and Accountability Act of 1996 (as amended, "HIPAA"), Spectrum shall take reasonable steps to ensure that its handling of such information does not result in a violation of those regulations. Upon request, Spectrum shall provide the Customer information about the types of security features in the products to assist the Customer to comply with the HIPAA security regulations.

General Terms.

The following additional terms shall be applicable to the purchase of a product:

- A. Each party shall be excused from performing its obligations arising from any delay or default caused by events beyond its reasonable control including, but not limited to, acts of God, acts of third parties, acts of the other party, acts of any civil or military authority, fire, floods, war, embargoes, labor disputes, acts of sabotage, riots, accidents, delays of carriers, subcontractors or suppliers, voluntary or mandatory compliance with any government act, regulation or request, shortage of labor, materials or manufacturing facilities.
- B. If Customer becomes insolvent, is unable to pay its debts when due, files for bankruptcy, is the subject of involuntary bankruptcy, has a receiver appointed, or has its assets assigned, Spectrum may cancel any unfulfilled obligations, or suspend performance; however, Customer's financial obligations to Spectrum shall remain in effect.
- C. Customer may not assign any rights or obligations in connection with the transactions contemplated by this quotation without the prior written consent of Spectrum and any attempted assignment without such consent shall be of no force or

effectCustomer shall assume sole responsibility for obtaining any required export authorization in connection with the Customer's export of the products from the country of delivery.

- D. All transactions contemplated by this quotation shall be governed by the laws of the State of New York without regard to its choice of law principles.
- E. This Agreement constitutes the entire understanding and agreement between the parties with respect to the sale of the product and any services contemplated by the quotation, and supersede any previous understandings or agreements between the parties whether written or oral. No additional terms, conditions, consents, waivers, alterations, or modifications are binding unless in writing and signed by the parties. Customer's additional or different terms and conditions, whether stated in a purchase order or other document issued by Customer, are specifically rejected and will not apply to the transactions contemplated by this Agreement. Customer's submission of a purchase order shall evidence the Customer's agreement that these terms and conditions may not be changed except in a writing signed by the parties. The word "including" where it appears shall be deemed to include the words "without limitation" and "or" is not exclusive.
- F. The headings in this Agreement are intended for convenience only. The provisions of this Agreement that are intended to survive its termination or expiration shall survive.
- G. If any provision of this Agreement is deemed to be illegal, unenforceable, or invalid in whole or in part, the validity and unenforceability of the remaining provisions shall not be affected or impaired, and shall continue in full force and effect.
- H. Customer's obligations are independent of any other obligations Customer may have under any other agreement, contract, or account with Spectrum. Customer will not exercise any right of offset in connection with the terms and conditions in this quotation, or in connection with any other agreement, contract, or account with Spectrum.
- I. Notices or other communications shall be in writing, and shall be deemed served if delivered personally, or if sent by facsimile transmission, by overnight mail or courier, or by certified mail, return receipt requested and addressed to the party at the address set forth on the face or above pages of this quotation.
- J. The failure of Customer or of Spectrum at any time to require the performance of any obligation will not affect the right to require such performance at any time thereafter. The course of dealings, course of performance, course of conduct, prior dealings, usage of trade, community standards, industry standards, and customary standards and customary practice or interpretation in manners involving the sale, delivery, installation, use, or service of similar or dissimilar products or services shall not serve as references in interpreting the terms and conditions of this Agreement.
- Any Customer claim for damages must be brought by Customer within ninety (90) days of the date of the event giving rise to any such claim, and any lawsuit relative to any such claim must be filed within one (1) year of the date of the claim. Any claims that have been brought or filed not in accordance with the preceding sentence are null and void.



QUOTATION

Spectrum Dynamics Medical Inc. 301 N. Cattlemen Rd. Suite 109

Sarasota, FL 34232 USA Phone #: +1-941-256-3660 Fax #: +1-941-256-3662

Quotation No	Q-04432
Date	11/01/2021
Effective From	11/01/2021
Effective To	04/01/2022

Sales Person	Art Leonardo
Tel	(480) 250-5276
Email	artl@spectrum-dynamics.com

Bill To: Ship To: Salinas Valley Memorial Healthcare System Salinas Valley Memorial Healthcare System VIZIENT VIZIENT 230 San Jose Street 450 E Romie Ln Salinas CALIFORNIA 93901 Salinas CALIFORNIA 93901-4098 United States **United States** Email: Email: Tel: Tel:

Ln	Spectrum-Dynamics P/N Description	Quantity	U/M	Unit Price (USD)	Disc %	Total Price (USD)
1	SER0001	5	YR	60,000	40	180,000
	Service Contract, One Year, Standard					
	See below for Description					

Equipment Total (USD):	300,000
Discount (40.0%):	120,000
Tax:	0
Net Price (USD):	180,000

Shipment Terms: FOB Destination

Payment Terms: Annually

Delivery Terms: Estimated delivery is 90 Days from receipt of valid purchase order.

This quotation contains confidential and proprietary information for Spectrum Dynamics Medical Inc. and is intended for use only by the customer whose name appears on this quote.

Description for Ln 1. Service Contract, One Year, Standard

For D-SPECT system only. Covers On-site Service, Parts and Remote Service and Applications support. Contract starts after warranty period.



QUOTATION

Spectrum Dynamics Medical Inc.

301 N. Cattlemen Rd. Suite 109 Sarasota, FL 34232 USA Phone #: +1-941-256-3660 Fax #: +1-941-256-3662

Salinas Valley Memorial Healthcare System

Ship To:

VIZIENT

230 San Jose Street

Tel: C: 831-682-6227

United States

Salinas CALIFORNIA 93901

Email: trippley@svmh.com

Quotation No	Q-04432
Date	11/01/2021
Effective From	11/01/2021
Effective To	04/01/2022

Sales Person	Art Leonardo
Tel	(480) 250-5276
Email	artl@spectrum-dynamics.com

Bill To: Salinas Valley Memorial Healthcare System VIZIENT

450 E Romie Ln Salinas CALIFORNIA 93901-4098 United States Email: trippley@svmh.com Tel: C: 831-682-6227

Purchaser approval as quoted

Name	Institution		
Title	Date		

Shipment Terms: FOB DestinationPayment Terms: AnnuallyDelivery Terms: Estimated delivery is 90 Days from receipt of valid purchase order.

This quotation contains confidential and proprietary information for Spectrum Dynamics Medical Inc. and is intended for use only by the customer whose name appears on this quote.

STANDARD SERVICE AGREEMENT PROPOSAL

Spectrum Dynamics Medical Inc. is pleased to submit this proposed agreement for services to the Customer specified in the quotation page, subject to the Customer's acceptance of the terms and conditions on this page and the attached General Terms and Conditions and Equipment and Services Specifications, which are incorporated herein. This agreement proposal is valid for 90 days from the date delivered to Customer. This agreement becomes a binding agreement upon signature by an authorized Customer representative and Spectrum' written acceptance. Customer's signature acknowledges receipt and agreement to the terms and conditions specified in all pages of this proposal. This agreement covers the Customer systems and related equipment (the Equipment.) as listed in the quotation page of this agreement

Service Hours	Response Time	Preventative Maintenance	Uptime Guarantee
8:00 a.m. to 5:00 p.m.	1 hour - Telephone	2 visits	98%
Monday - Friday	8 hours - Onsite		

Service Features Include:

As specified in this agreement, the services include technical support, clinical support and preventative and corrective maintenance (labor and parts) for the Equipment listed above

Service Exclusions:

As specified in this agreement, the services exclude non RFID based consumables (e.g. batteries, leads, padding, storage media, etc.); parts needed due to abuse, misuse, neglect, "acts of God", or environmental hazards (such as thermal or electrical hazards); services and/or parts needed due to unauthorized Equipment service or modification, and other exclusions specified in the General Terms and Conditions

Inspection and Pre-Service Repair:

By signing this Agreement, Customer authorizes Spectrum to perform an inspection of the Equipment, prior to Spectrums' acceptance of this Agreement, and to advise Customer of cost, time, and/or materials for any repairs necessary for Equipment to meet its manufacturer's specifications and to otherwise be in "good operating condition" If such repair is necessary for any Equipment, in the opinion of Spectrum, such Equipment will not be covered under this agreement until the repair is completed to Spectrums' satisfaction, and Spectrum, may, upon notice to Customer, accept this Agreement as to: (a) such Equipment excluding any preexisting conditions; and/or (b) other Equipment listed, which does not require such repair, if any. Customer shall be responsible for the cost of the initial inspection at Spectrums' standard rates.

Credit Reference Form:

Customer must complete and submit the attached Credit Reference Form upon Customer's acceptance of this agreement.

Terms of Payment:

Payment can be either on a yearly basis in advance, or on a quarterly basis, due thirty (30) days from invoice date. Late payment is subject to interest at the lower of either 1.5% per month or the maximum permitted by law. Invoices generally will be sent thirty (30) days in advance of each Agreement quarter. Customer is responsible for any and all applicable taxes. Payment can be executed by prepaying the equipment and service by leasing company approved by SD.

Spectrum Dynamics Medical Inc. Acceptance		Customer Acceptance				
(Ву)	(Signature)	(Ву)	(Signature)			
(Name and Title)		(Name and Title)				
		Customer P.O.#				
			(Initial if P.O. not required)			
		Standing P.O.#				
		(Please send a	copy of the P.O. with the executed Agreement)			
(Acceptance Date)		(Acceptance Date	e)			

General Service Features:

Account Name:

Salinas Valley Memorial Healthcare System

Agreement Start Date:

Agreement End Date:

Equipment and Services Specifications:

Service Feature	Description	Status
Corrective services labor during Standard Service Hours (SSH)	Provided Monday - Friday, 8:00 a.m 5:00 p.m. local time (i.e. equipment location). Excludes Holidays.	Included
Corrective services labor during Extended Service Hours (ESH)	Provided Monday - Friday, 5:00 p.m 9:00 p.m. local time (i.e. equipment location), for "Hard Down" equipment only (see: General Terms and Conditions). Excludes Holidays.	Excluded
Emergency Corrective Service Coverage - Weekends and Holidays (SSH)	Weekends and Holidays covered under Standard Service Hours for "Hard Down" Equipment.	Excluded
Emergency Corrective Service Coverage - Weekends and Holidays (ESH)	Weekends and Holidays covered under Extended Service Hours for "Hard Down" Equipment.	Excluded
Telephone and On-site Response Time (SSH)	Standard response time	1 hour telephone 8 hours on-site
Preventative Maintenance	Spectrum will coordinate visits during SSH and ESH (if applicable). If Preventative Maintenance is requested by Customer outside of Customer's elected coverage hours, service will be charged at prevailing rates.	2 visits
Calibration Line Source	Co 57 calibration line source (model number 5 mic) required for system calibration	Excluded
CZT Detector Coverage	Full coverage on CZT detectors modules	Included
Full replacement parts coverage in connection with elected services	Subject to exclusions specified in this agreement.	Included
Typical parts delivery for "Hard Down" Equipment	Morning delivery guaranteed if parts are ordered by 4 pm Mountain Time.	Included
Uptime Guarantee	Standard uptime guarantee	98%
Software Updates	Subject to exclusions defined in General Terms and Conditions.	Included
Update Installation	Installation labor during next preventative maintenance service, or earlier as determined by Spectrum .	Included
Technical Phone Support	Coverage during Customer's selected service hours.	Included
Clinical/Applications Phone Support	Coverage available 8:00 a.m. to 8:00 p.m. Eastern Time, Monday through Friday. Holidays excluded.	Included
Spectrum Remote Service	Remote diagnosis and repair. Continuous internet connection required.	Included
3rd party software	Cedars , Invia or any other 3rd party software package.	Excluded

GENERAL INFORMATION

Please check one: Proprietorship:
Partnership:
Corporation:
Private company:
Public company:
Stock symbol: _____

Full Name of Owner or Authorized Officer	Telephone
Date Company Started	Number of Employees
Accounts Payable Contact	AP Email
Accounts Payable Address	AP Telephone
City, State, and Zip Code	AP Fax
DUNS#	D & B Rating
Own or Rent Building Own \ Rent (If " yes ", please fax a d	Purchase Orders Required? Yes \ No Are you Tax Exempt? Yes \ No copy of your certificate to 801-280-3900, Attn: Accounts Receivable) TRADE REFERENCES
Name	Name
Address (phone, fax and e-mail address)	Address
City, State, and Zip Code	City, State, and Zip Code
Name	Name
Address	Address
City, State, and Zip Code	City, State, and Zip Code

BANK REFERENCES

Name of Bank	Account Number
Address	Telephone

City, State, and Zip Code

Applicant's signature attests ability and willingness to pay our invoices in accordance with the following terms: Net 30

The above information is for the purpose of obtaining credit and is warranted to be true. The applicant authorizes the firm to whom this application is made to investigate the references listed pertaining to the applicant's credit and financial responsibility. Applicant agrees to pay all amounts owing promptly when due in accordance with the terms of our payment policy of net 30. Interest will begin accruing on all balances that are 30 days past due at the lower of (a) a rate of 1.5% per month or (b) that permitted by applicable law. Spectrum, may at its option and without further notice to applicant, declare all amounts owing to Spectrum, to be immediately due and payable in full upon either (i)applicant's failure to make any payment when due in accordance with the above terms; (ii) the filing by or against applicant of any petition or other proceedings under any federal or state statutes pertaining to bankruptcy, reorganization, insolvency or (iii) applicant's admission of its inability to pay its debts generally when due. If Spectrum undertakes any efforts to collect past due amounts, applicant agrees to pay all attorney fees, court fees, filing fees, and all collection costs incurred by Spectrum in such efforts.

Company Name			
Print Name			
Signature		Title	Date
	INTERNAL USE	ONLY	
Date	Initials		Credit Status

Spectrum, General Terms and Conditions

1. Corrective Service and Preventative Maintenance

As specified in this agreement, Spectrum will provide corrective service and preventative maintenance for Customer's Equipment in order to keep the Equipment operating in accordance with Spectrum specifications.

2. Corrective Service and Preventative Maintenance Regular and Overtime Service Hours; Holidays

Spectrum will provide corrective service and preventative maintenance, including travel time, during Customer's selected service hours as specified in the Equipment and Service Specifications portion of this agreement, or scheduled at mutually agreeable arrival times. Services during such hours will be provided at no additional cost to Customer. At Customer's request, Spectrum will provide corrective service and preventative maintenance, including travel time, outside of Customer's selected service hours at ½ of Spectrum' overtime labor and travel rates then in effect. For purposes of this agreement, the Holidays excluded from Customer's selected service hours are: New Years Day, Memorial Day, Independence Day and either the day before or the day after Independence day depending on calendar year, Thanksgiving and the following Friday, Christmas Eve and Christmas. If one of the foregoing holidays falls on a Saturday, then the holiday will be observed on the previous Friday. If one of the foregoing holidays falls on a Sunday, then the holiday will be observed on the following Monday.

3. Replacement Parts

Spectrum will supply at its own expense all parts required in connection with corrective service and preventative maintenance, provided such parts are required because of normal wear and tear or otherwise deemed necessary by Spectrum and not otherwise excluded under this agreement. Parts removed from the Equipment shall become the property of Spectrum unless such parts constitute "hazardous waste", "hazardous substances", "special wastes" or other similar materials, as such terms are defined by any federal, state or local laws, rules or regulations, which, unless determined otherwise by Spectrum , shall remain the property of the Customer and shall be disposed of by the Customer in strict compliance with all applicable laws, rules and regulations.

4. Preventative Maintenance

Preventative maintenance includes such services as specified in the preventative maintenance schedule attached hereto.

5. Technical and Clinical Support Services

During the term of this agreement, Spectrum will provide technical support and clinical support in the time frame described in the Equipment and Services Specifications section of this agreement. Technical support is understood as telephone support and/or remote diagnositic support of a technical nature used in an effort to repair system malfunctions in a timely manner so it may be used for Clinical imaging. Technical support is understood as telephone support and/or remote diagnostic support of a clinical nuclear medicine technologists (CNMTs), radiologists, cardiologists, and other physicians in acquiring, processing, repairing or restoring clinical patient studies.

6. Uptime Guarantee

Spectrum provides the following "uptime" guarantee for each contract year (measured from the anniversary date of Spectrums' acceptance of this agreement):

• Spectrum guarantees that the Equipment will function at the minimum "uptime" performance level set forth in Equipment and Service Specifications portion of this agreement, computed as follows:

Uptime Base = ("a" hours per day X "b" days per week X 52 weeks) - (planned preventative maintenance hours during contract year), where "a" hours per day and "b" days per week are those service hours and days selected by Customer as specified in the Equipment and Service Specification portion of this agreement for each item of Equipment.

Downtime = total number of Uptime Base hours that the Equipment cannot be clinically utilized to diagnose patients due to an Equipment malfunction ("Hard Down"), starting from the time Customer notifies Spectrum of such Hard Down malfunction, but excluding any time during which: (a) Spectrum is prepared to perform services (including technical support and remote diagnostics) to make the Equipment operational, but such services are refused by the Customer or are deferred by the Customer until a later time or date, (b) the Equipment is not otherwise made available by Customer to Spectrums' service personnel for reasons not in Spectrums' reasonable control, and (c) a Hard Down condition is due to, associated with, or caused by (i) misuse, negligence, or operator error, (ii) inadequate environmental conditions (not conforming with environmental specifications provided by Spectrum), including temperature and humidity, line power exceeding Spectrums' requirements of voltage, frequency, impulses or transients, (iii) acts of God such as fire, earthquake, power outages, etc., and (d) service, relocation, or modification of the Equipment by persons other than Spectrum.

• If the Equipment's Uptime performance level is found to be less than the guaranteed percentage provided in the Equipment and Service Specification portion of this agreement, as computed in accordance with the above formula, Spectrum will extend the term of this agreement, at no additional cost to Customer, by seven (7) calendar days for every percentage point (rounded to the nearest percent) below the guaranteed percentage.

Customer Commitment

• In order for the Uptime performance level guarantee to apply, Customer must (a) place all calls for service though Spectrums' dispatch and must accept all technical assistance that is offered by Spectrum , including but not limited to telephone support and remote diagnostics, and (b) allow a working connection to Spectrums' remote services diagnostic equipment in accordance with paragraph 9 below.

7. Response Time

Spectrum guarantees it will respond to Customer's request for corrective services within the response time specified in the Equipment and Service Specifications portion of this agreement. Spectrums' initial response will be by telephone to determine if the Equipment malfunction can be resolved by telephone or remote access. If such telephone or remote access response does not resolve the malfunction, Spectrum will respond with on-site service. Response times are measured from the time that the customer notifies Spectrums' dispatch that the system is "down". For on-site service, the response time requirement is determined counting hours within Customer's selected service hours. For example, if the on-site response time is eight hours and a request is made one hour before the end of selected service hours on a Monday, Spectrum has an additional seven hours during selected service hours on the following Tuesday in which to respond. If Customer requests on-site service outside the selected service hours, Spectrum will have a Field Service Engineer (FSE) on-site as soon as reasonably possible. If Spectrum responds to a request for on-site service during the selected service hours, but it works to repair or service the Equipment continues after the expiration of the selected service hours at Customer's request, then any work outside the selected service hours will be billed to the Customer at ½ of Spectrums' overtime labor and travel rates then in effect. For each one (1) hour or portion thereof that Spectrum fails to meet the on-site response time guarantee, as Customer's exclusive remedy, Customer will receive one (1) free hour of overtime after the selected service hours for that service event at no additional cost to Customer. Response time does not include time during which Spectrum is prepared to perform maintenance services to make the Equipment operational but such service is refused by the Customer or is deferred by the Customer until a later time or date or if the Equipment is not otherwise made available to Spectrums' FSE due to reasons beyond the reasonable control of Spectrum.

8. Software Maintenance and Updates

Spectrum will provide all software maintenance as part of this agreement. Spectrum will provide all software updates as part of this agreement to the extent such updates only enhance previously purchased capacities of the Equipment and do not provide new features or capacities. All software updates that provide new features or capabilities or that require hardware changes are not covered and must be purchased from Spectrum at the Customer's expense. Spectrum retains the sole right to determine whether an update represents an enhancement of a previously purchased capability for which Spectrum will be responsible or a new capability for which the Customer must purchase separately.

9. Equipment; Location; Remote Access

The Equipment covered under this agreement is limited to the Equipment described on the first page of this agreement. Except for Equipment in mobile coaches, the Equipment shall not be moved to another location unless Customer obtains the prior written consent of Spectrum . If the Equipment is moved to any other location, then either (a) the Customer will engage Spectrum to relocate the Equipment at Spectrums' then current rates and charges, or (b) if Spectrum does not perform the services necessary to relocate the Equipment, then Spectrum may suspend services under this agreement with respect to such Equipment until Spectrum performs an inspection of the Equipment, at the Customer's expense, to determine if any repairs are necessitated as a result of any such relocation (in which case the Customer shall be separately charged for such repairs, including parts and labor at Spectrums' then standard rates).

Customer shall give Spectrums' FSE and other service personnel full and free access to the Equipment to perform inspections, service and maintenance at mutually agreeable appointment times. Customer also shall provide Spectrum with both on-site and remote access to the Equipment via the network configuration. Remote access will be established through either Customer-provided VPN IPsec Tunneling (non-client), Peer to Peer connection or Customer-provided analog telephone service (POTS) to facilitate the connection of a Spectrum -provided Analog Router/modem solution. In both cases, access through specific inbound and outbound network ports is required. Customer's failure to provide such physical or network configuration access will suspend Spectrums' obligation to provide services under this Agreement during such failure.

10. Agreement Term; Termination for Convenience; Price; Payment Terms

This agreement is non-cancellabe by the Customer and will may in effect for the period stated on the cover page. If either party materially breaches this agreement, the other party may notify the breaching party in writing, setting out the breach, and the breaching party will have 60 days following such notice to remedy the breach. If the breaching party fails to remedy the breach during that period, the oher party may by written notice terminate this agreement. This agreement will automatically renew for an additional one (1) year period unless either Party provides written notice to the other before such renewal date of its election not to renew

For the services to be provided by Spectrum under the terms of the agreement, the Customer agrees to pay the prices upon the terms set forth on the cover page and otherwise in this agreement. Upon each anniversary date of the initial date of this agreement, Spectrum may increase the annual price of the services, provided such increase during the term of this agreement is not more than the increase in the CPI index over the term of this agreement. Spectrum may adjust any other of its standard and overtime rates from time to time in its discretion.

All payments to be made by Customer under this agreement are due net thirty (30) days from the date of invoice. Spectrum

generally will send invoices 30 days in advance of the payment schedule due date. Past due payments shall bear interest at the rate of 1 ½% per month. Without limiting Spectrums' other remedies for breach of this agreement, upon Customer's failure to remit payment when due, Spectrum may elect to immediately suspend further services under this agreement until such default is cured or corrected

Any termination of this agreement shall not terminate a party's liability for amounts owed for services provided prior to such termination. Paragraphs 12, 13 and 15 shall survive any termination or expiration of this agreement.

11. Exclusions and Separate Charges

This agreement specifically excludes, and Spectrum will have no liability with respect to, labor, parts, and expenses necessary to repair Equipment:

- malfunctions or damage due to fire, accident, misuse, abuse, negligence, improper application or alteration or by force majeure as described in paragraph 18 hereof;
- malfunctions or damage due to or arising from Customer's failure to operate the Equipment in accordance with Spectrums' instructions or to maintain the recommended operating environment and line conditions;
- malfunctions or damage due to unauthorized attempts to repair, relocate, maintain, service, add to or modify the Equipment by Customer or any third party or due to the attachment and/or use of non-Spectrum supplied equipment during the term of this agreement without Spectrums' prior written approval;
- malfunctions or damage due to any repair of service or the Equipment by Customer or any third party prior to the commencement of this agreement

At Customer's request and expense, and if the Equipment is repairable, Spectrum will provide the corrective service for Equipment damage or malfunctions resulting from conditions described above. Spectrum will issue a separate invoice for labor, parts, and other expenses at Spectrums' then current rates and prices.

12. Limitations of Liability

Spectrums' entire liability and Customer's exclusive remedy for damages from any cause whatsoever, and regardless of the form of action, whether liability in contract or in tort, arising under or related to this agreement, shall not exceed an amount equal to one (1) year's service charges for the specific item of Equipment under this agreement that caused the damage or is the subject matter of, or is directly related to, the cause of a action. Such service charges will be those in effect for the specific item of Equipment when the cause of action arose. The foregoing limitation of liability shall not apply to claims by Customer or third parties for personal injury or damage to real property or tangible personal property caused solely and directly by the gross negligence or willful misconduct of Spectrum. In addition, Spectrum shall have no liability hereunder to Customer to the extent Customer's or any third party's acts or omissions contributed in any way to any loss it sustained or to the extent that the loss or damage is due to an Act of God or other causes beyond the reasonable control of Spectrum .

This is a service agreement. THERE ARE NO SPECTRUM WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE WHICH ARE HEREBY EXPRESSLY DISCLAIMED. IN NO EVENT WILL SPECTRUM BY LIABLE FOR ANY LOST PROFITS, LOST SAVINGS, LOST REVENUES, LOSS OF USE OR DOWNTIME (EXCEPT TO THE EXTENT EXPRESSLY PROVIDED HEREIN FOR SPECTRUMS' RESPONSE TIME AND UPTIME GUARANTEES), OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER THEORY OR FORM OF ACTION, EVEN IF SPECTRUM HAS BEEN ADVISED OF THE POSSIBILITY THEREOF, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OR PERFORMANCE OF THE EQUIPMENT. Spectrum and Customer agree that the limitations specified in this Agreement will survive and apply even if any limited remedy is found to have failed of its essential purpose.

13. Governing Law; Jurisdiction

The laws of the State of New York will govern any interpretation of this agreement and any dispute between Spectrum and Customer, without regard to conflicts of law principles. Any action or proceeding brought by either party hereto against the other arising out of or related to this Agreement shall be brought in a state or federal court of competent jurisdiction located in New York City, State of New York, and both parties hereby consent to the jurisdiction and venue of such courts for that purpose.

14. Government Access Clause

If Section 1861(v)(1)(I) of the Social Security Act and the regulations under 42 C.F.R. Part 420 are applicable to this agreement, Spectrum shall make available to the Comptroller General of the United States, the Department of Health and Human Services ("HHS") and their authorized representatives, for a period of four (4) years after the latest furnishing of parts or services under this agreement, access to the books, documents and records, and such other information as may be required by the Comptroller General or the Secretary of HHS to verify the nature and extent of the cost for parts and services provided by Spectrum . If Spectrum carries out the duties of this agreement through a subcontract worth \$10,000 or more over a twelve (12) month period with a related organization, the subcontract must contain an access clause to permit access by the Secretary, Comptroller General and their representatives to the related organization's books and records.

15. Damages, Costs, and Fees

Subject to the limitations under paragraph 12, in the event that any dispute arising from or relating to this agreement or the breach, termination, or validity thereof, the prevailing party in such dispute shall be entitled to recover from the other party all

reasonable attorneys fees incurred by the prevailing party, together with such other expenses, costs and disbursements as may be allowed by law.

16. Severability; Headings

Except as provided in paragraph 12, no provision of this agreement which may be deemed invalid, illegal or unenforceable will in any way invalidate any other portion or provision of this agreement. Paragraph headings are for convenience only and will have no substantive effect.

17. Waiver

No failure, and no delay in exercising, on the part of any party any right under this agreement will operate as a waiver thereof, nor will any single or partial exercise of any right preclude the further exercise of that right or any other right.

18. Force Majeure

Spectrum will not be liable to Customer for any failure to fulfill its obligations under this agreement due to causes beyond its reasonable control and without its fault or negligence including, but not limited to, governmental law and regulations, acts of God or the public, war or other violence, civil commotion, blockades, embargos, calamities, floods, fires, earthquakes, explosions, accidents, storms, strikes, lockouts, work stoppages, labor disputes, or outages shortages of power or supplies.

19. Execution

If the Customer is a corporation or other entity, the person signing this agreement on its behalf certifies that such person is an officer or other authorized representative thereof, that his or her action was duly authorized by appropriate entity action, and that this agreement constitutes a fully binding and enforceable obligation of the Customer.

20. HIPAA

The Parties have entered into one or more service agreements that require Spectrum to be provided with, to have access to, and/or to create Protected Health Information ("PHI") that is subject to the federal privacy regulations issued pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") and codified at 45 C.F.R. parts 160, 162 and 164 ("Privacy Rule" and "Security Rule"). With regard to its use and/or disclosure of PHI, Spectrum agrees to:

- not use or further disclose the PHI other than as permitted or required by this agreement or this provision or as required by law. All other uses and disclosures of PHI are prohibited unless permitted in writing by Customer.
- use appropriate administrative, technical and physical safeguards to prevent use or disclosure of PHI other than as provided for by this provision.
- report to Customer any use or disclosure of PHI that is neither permitted by this provision nor given prior written approval by Customer.
- In performing the functions and activities in connection with this agreement, Spectrum agrees to use, disclose or request only the minimum necessary PHI to accomplish the intended purpose of the use, disclosure or request.
- require all of its agents to which Spectrum is permitted by this provision (or is otherwise permitted with Customer's prior written approval) to disclose PHI created or received in connection with this agreement to provide reasonable assurances in writing that Spectrum or its agents will comply with the same restrictions and conditions that apply to Spectrum under this provision with respect to such PHI. Spectrum shall supply a copy of agent's written contract to Customer upon request.
- make available PHI necessary for the relevant Covered Entities to respond to individuals' requests for access to PHI about them in the event that the PHI in Spectrums' possession constitutes a Designated Record Set.
- make available PHI for amendment and incorporate any amendments to the PHI in accordance with the Privacy Rule in the event that the PHI in Spectrums' possession constitutes a Designated Record Set.
- make available, in the time and manner specified by Customer, the information required to provide an accounting of disclosures pursuant to § 164.528 of the Privacy Rule by the above paragraph, so that Customer may meet its obligations under the HIPAA Privacy Rule.
- make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of HHS for purposes of determining the Covered Entities compliance with the Privacy Rule. Spectrum shall notify Customer promptly of any request to Spectrum by HHS concerning compliance with the Privacy Rule.
- return to Customer or destroy, within thirty (30) days of being directed to do so in writing by Customer, the PHI in its possession (or that portion of PHI as directed by Customer) and retain no copies, if it is feasible to do so. If Spectrum notifies Customer that return or destruction is infeasible, and Customer reasonably agrees with this determination, Spectrum agrees to extend all protections contained in this provision to Spectrums' use and/or disclosure of any retained PHI, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the PHI infeasible.
- Mitigate or cause to be mitigated, to the extent practicable, any harmful effect that is known to Spectrum of a use or disclosure of PHI by Spectrum and/or its agents in violation of the requirements of this provision.

Spectrum agrees that it will negotiate in good faith an amendment to this agreement if, and to the extent required by the provisions of HIPAA and regulations promulgated thereunder, in order to assure that this agreement is consistent therewith.

21. Entire Agreement

This agreement, including the cover page, Equipment and Services Specifications, these General Terms and Conditions, and any exhibits attached hereto, constitutes the entire agreement between the parties relating to the subject matter hereof, and supersedes all prior and contemporaneous oral or written representations or communications between the parties. This agreement may not be modified or amended, nor any provision waived, except in writing executed by the appropriate designated officers or other authorized representative of the parties hereto. Any variation in the terms and conditions in any purchase order or other document issued by Customer in response to and/or referencing this agreement) shall not be deemed to be a part of this agreement and shall not be binding upon Spectrum unless set forth in writing and executed by the appropriate designated officer of Spectrum . Subject to the limitations expressed herein, this agreement will be binding upon and inure to the benefit of the parties hereto, their successors, legal representatives, and assigns.

22. Notices

Other than regular business correspondence and requests for service, all notices and other communication herein provided for shall be sent by postage prepaid, registered or certified mail, return receipt requested, delivered by established, reputable overnight delivery courier services, or delivered personally to the parties at their respective addresses as set forth on the first page of this Agreement or to such other address as either party shall give to the other party in the manner provided herein for giving notice. Notice by mail shall be considered given five days after mailing. Notice delivered personally or by courier shall be considered.

23. Counterparts; Electronic Delivery

This agreement may be executed in two counterparts, each of which shall be deemed an original and both of which shall constitute one and the same instrument. A facsimile, telecopy or other reproduction of this agreement may be executed by one or more parties hereto, and an executed copy of this agreement may be delivered by one or more parties hereto by facsimile or similar electronic transmission device pursuant to which the signature of or on behalf of such party can be seen, and such execution and delivery shall be considered valid, binding and effective for all purposes.



SVMHS Finance Committee

Capital Spending Update FY22 November 15, 2021



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FY22 Capital Budget Recap

\$	18.7m
\$	30.7m
\$	5.5m
\$	1.0m
Ś	1.6m
Ý	57.5m
	\$ \$

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FY22 Capital Spending Overview – Spending By Project, September YTD

	Board Approvals Capital Projects From FY2019, FY2020, & FY2021 BO					
	(1) Project Name	(2) Board Approved Month	(3) Board Approved Amount	(4) FY2022 Spend YTD September	(5) Total Project Spend Since Inception	(6) Under / (Over) Spend Since Inception
1	Parking Garage Annex Design/Build	Mar 2020 & Jan 2021 & Jul 2021	\$36,000,000	\$230,162	\$484,272	\$35,515,728
2	Epic Ambulatory Software - Capital Only (5 years)	March 2019	\$20,987,529		\$18,083,778	\$2,903,751
3	Amendment to Agreement with HOK and Kaufman Hall (Master Plan Consulting)	Aug 2019 & Sep 2019	\$9,370,809		\$4,648,531	
4	Total project cost for New OP Specialty Clinic and Retail Pharmacy (420 E Romie)	Sep 2019 & Mar 2020	\$5,369,790		\$245,687	\$5,124,103
5	Cath Lab Construction Project	June 2019		\$3,835,000 \$54,625 \$3,629,865		
6	212 San Jose Street Renovation/Development	January 2021	\$3,825,281	\$39,054	\$72,313	\$3,752,968
7	Pharmacy Automation Upgrade & Service	June 2021	\$3,300,000			\$3,300,000
8	Nurse Call System Replacement	Oct 2018 & Feb 2020	\$3,114,140	\$304,742	\$2,976,162	\$137,978
9	Diagnostic Imaging Room 3 Equipment Replacement project	Feb 2020 & Jun 2020	\$2,500,000		\$2,347,662	\$152,338
10	Lab Analyzer Replacement Project	Oct 2020 & Mar 2020	\$2,200,000		\$1,437,499	\$762,501
11	Heart Center Air Handler Unit Upgrade Project			\$344,212	\$ 739,354	\$960,646
12	PBX Department Relocation Project	September 2020	\$1,680,000	\$37,860	\$1,224,346	\$455,654
13	OB Cesarean Conversion Project	March 2021	\$1,030,202	\$174,311	\$400,914	\$629,288
14	Tower Building Roof Replacement Project	June 2021	\$905,000	\$1,974	\$66,810	\$838,190
15	Retail Pharmacy Project	May 2021	\$450,000	\$12,946	\$63,165	\$386,835
	Total		\$96,267,751	\$2,623,031	\$36,420,358	\$59,847,393
	All Other SVMH/SVMC Capital Spending			\$1,805,390		
	Grand Total		\$96,267,751	\$4,428,421	\$36,420,358	\$59,847,393

Board Approved Projects Shown based on: 1) Activity in FY22, or 2) Approved FY20/21 and not reported as final in prior report(s)

SVMH Balanced Scorecard



FY 2022 YTD September

Monthly Scorecard Service (30%)



Organizational Goals by Pillar	<u>Jul-21</u>	<u>Aug-21</u>	<u>Sep-21</u>	<u>FY 2022</u> <u>Act/Proj</u>	TARGET	<u>Var %</u>		<u>FY 2021</u> Baseline	
I. Service									
Average of Inpatient HCAHPS Scores	72.4	78.8	75.6	75.6	75.1	0.7%	•	74.6	۲
Emergency Room Press Ganey Score	60.6	58.2	60.0	59.6	64.8	-8.1%	4	61.4	
Average of Ambulatory HCAHPS Scores	88.0	91.3	87.6	89.0	91.6	-2.8%	-	91.1	-
	00.0	91.3	07.0	03.0	91.0	-2.0%	*	51.1	

Notes / Assumptions:

- Source: Press Ganey
- Based on monthly received date
- > Based on top box scores (highest response possible on the survey scale: Yes, Definitely Yes, Always)
- IP HCAHPS Score FY 2021 Baseline was 74.6. Rationale: Baseline = Threshold is based on FY 2021 Actuals. Target is +0.5 from baseline. Max is +1.0 from baseline.
- ER HCAHPS Score FY 2021 Baseline was 61.4. Rationale: Baseline = Threshold is based on FY 2021 Actuals. The Target at 64.8 is the midpoint between Threshold & Max. The Max Goal at 68.27 is the 50th percentile rank.
 (*) Measurement period will be Quarter 4 for Fiscal Year 2022.
- AMBULATORY HCAHPS Score FY 2021 Baseline was 91.1. Rationale: Baseline = Threshold is based on FY 2021 Actuals. Target is +0.5 from baseline. Max is +1.0 from baseline.
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Monthly Scorecard Quality & Safety Processes – ER (8%)

Organizational Goals by Pillar	<u>Jul-21</u>	<u>Aug-21</u>	<u>Sep-21</u>	<u>FY 2022</u> <u>Act/Proj</u>	TARGET	<u>Var %</u>		<u>FY 2021</u> Baseline	
Emergency Room Efficiencies									
Median length of stay for non-admits (in minutes)	171.0	162.0	162.0	165.0	162.0	-1.9%		163.0	1
Median time from admit decision to time of admission to nursing unit (in minutes)	81.0	79.0	82.0	81.0	89.0	9.0%	•	90.0	*

Source: Meditech

ER - LOS for Non-Admits in Minutes: Data Criteria: Calculate the median LOS in minutes for ER Outpatients for each month & YTD for cases in ER (excludes inpatients and patients leaving against medical advice or left without being seen.) Rationale: Baseline = Threshold is based on FY 2021 Actuals. The Target is a 1 minute improvement from the Baseline, and the Max is a 2 minute improvement from the Baseline.

ER - Time to Admit in Minutes: Data Criteria: Calculate the median time for inpatients from admit decision to time of admission to nursing unit in minutes (includes observation cases). Rationale: Baseline = Threshold is based on FY 2021 Actuals. The Target is a 1 minute improvement from the Baseline, and the Max is a 2 minute improvement from the Baseline.

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Monthly Scorecard Quality & Safety Processes – OR (8%)



Organizational Goals by Pillar	Jul-21	Aug-21	<u>Sep-21</u>	<u>FY 2022</u> <u>Act/Proj</u>	TARGET	<u>Var %</u>		<u>FY 2021</u> <u>Baseline</u>	
Operating Room Efficiencies									
Turnover Time (Wheels out / Wheels in) (in minutes)	28.2	27.5	28.1	27.9	29.5	5.4%	۲	29.6	
Percentage of 1st Case On Time Start Time	93.3%	97.7%	95.5%	95.5%	89.0%	7.3%	۲	91.6%	

Turnover Time Measurement: Source is from the PICIS OR Nurse Record, calculate minutes elapsed between the wheels out & wheels in of the next case. Only cases where the time difference is less than or equal to 60 minutes will be included because breaks are often scheduled in a day. Due to MD availability, cases that exceed 60 threshold minutes will not count as a turnover. Excludes non-scheduled cases. Measurement applies to cases for the same physician and same room only. Data will be partition by actual date rather than previously scheduled date. National benchmarks range from 25 to 38 minutes. FY 2022 Goals are the same as prior year to continue high efficiency performance and strive to maintain sustainability at these levels. Planning to reduce minutes may cause patient safety risks and other concerns, especially considering the Covid-19 ongoing pandemic and the impact its had in our hospital capacity as well as in our perioperative operations.

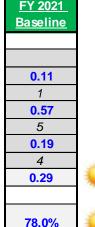
Percentage of 1st case On Time Start Time

- > Source is from PICIS for 1st scheduled case of the day in each OR room where the scheduled time is between 07:00 AM and 08:59 AM
- > Cases in which the patient is Wheeled In at least zero minutes prior to the case
- National benchmark goals range from 70% to 80%
- > FY 2022 Goals are the same as prior year to continue high efficiency performance and strive to maintain sustainability.

Monthly Scorecard Quality & Safety Processes – HAC & Hand Hygiene(4%)



Organizational Goals by Pillar	<u>Jul-21</u>	<u>Aug-21</u>	<u>Sep-21</u>	<u>FY 2022</u> <u>Act/Proj</u>	TARGET	<u>Var %</u>
		-	_			
Hospital Acquired Conditions						
CLABSI SIR (Standard Infection Ratio)		0.00		0.00	0.30	100.0%
# of CLABSI EVENTS	0	0	0			
CAUTI SIR (Standard Infection Ratio)		0.00		0.00	0.47	100.0%
# of CAUTI EVENTS	0	0	0			
CDI SIR (Standard Infection Ratio)	0.51			0.51	0.45	-12.4%
# of CDI EVENTS	0	2	1			
Hospital Acquired Conditions Average		0.17		0.17	0.41	58.6%
Hand Hygiene (Percentage of successful Hand Hygiene observations	80.1%	79.7%	90.9%	83.6%	75.0%	11.4%



Hospital Acquired Conditions

- Source: National Healthcare Safety Network (NHSN) & Medline Interface
- > Hospital Acquired Conditions will be measured quarterly
- **Rationale for Targets:** The FY 2022 Target (0.41) is set to be an improvement from the prior year target (0.49)
- Acronyms:
 - 1. CLABSI (Central Line Associated Bloodstream Infection)
 - 2. CAUTI (Catheter Associated Urinary Tract Infection)
 - 3. CDI (Clostridium Difficile Infection)

Hand Hygiene

- Source: MyRounding Tool populated by SVMHS staff / leaders direct observations
- > Hand Hygiene will be measured monthly
- > Rationale for Targets: Improve Hand Hygiene performance and meet recommended metrics by Leapfrog and JC/CMS

Monthly Scorecard Finance (20%)



Organizational Goals by Pillar	<u>Jul-21</u>	<u>Aug-21</u>	<u>Sep-21</u>	<u>FY 2022</u> <u>Act/Proj</u>	TARGET	<u>Var %</u>		FY 2021 Baseline
IV. Finance								
Income from Operations (Normalized) (\$ in Millions)	\$7,939	\$9,298	\$5,782	\$92,073	\$68,853	33.7%		\$86,392
Operating Margin (Normalized)	16.3%	18.1%	12.3%	1 5.6 %	12.5%	24.7%	(AN)	15.1%

Target Methodology is based on SVMH's 100% of FY 2022 Board Approved Annual Operating Budget

Monthly Scorecard Growth (10%)



Organizational Goals by Pillar	<u>Jul-21</u>	<u>Aug-21</u>	<u>Sep-21</u>	<u>FY 2022</u> <u>Act/Proj</u>	TARGET	<u>Var %</u>	FY 2021 Baseline
V. Growth							
Increase % of patients adopting of EPIC MyChart to \rightarrow	37.1%	37.6%	38.2%	38.2%	40.0%	-4.4%	36.5%
Implement eConsult in a Number of Specialties	0	0	0	0	2	-100.0%	-
eConsult Patient Utilization	0	0	0	0	100	-100.0%	-

- I. MyChart adoption for SVMC: Source is the EPIC SVMC system. Increasing from 36.5% to 40% this continues to be a significant focus as we expand functionality for patient engagement and develop MyChart as our digital front door for the clinic. Measurement will be based on 12 months ending June 30, 2022. Monthly reporting will be based on a rolling 12 month period.
- II. & III. SVMC eConsult development (Number of Specialties & Patient Volume): Source is the EPIC SVMC system. Increasing access to specialty services by providing a mechanism for our specialty care physicians to support primary care through electronic consults facilitated through Epic. Primary care MDs submit specified data to a specialist through Epic and receive a plan/recommendation for care that they can implement or the specialist will request to see the patient. The first speciality we are targeting is Dermatology, followed by Orthopedics and Cardiology. The functionality exists in Epic to support the workflows but it will require program and protocol development that we will begin in the next several weeks.

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Salinas Valley Memorial Hospital Monthly Balanced Scorecard (BSC) Summary FY 2021 : as of 09/30/21

		-			-	
	Organizational Goals by Pillar	FY 2022 Act/Proj	TARGET	<u>Var %</u>		<u>FY 2021</u> <u>Baseline</u>
Weight						
30%	I. Service					
	Average of Inpatient HCAHPS Scores	75.6	75.1	0.7%		74.6
	Emergency Room Press Ganey Score	59.6	64.8	-8.1%		61.4
	Average of Ambulatory HCAHPS Scores	89.0	91.6	-2.8%		91.1
15%	II. People				1.0400	
	Annual Employee Indicator Survey	-	4.39		?	4.36
20%	III. Quality & Safety Processes					
	Emergency Room Efficiencies					
	Median length of stay for non-admits (in minutes)	165.0	162.0	-1.9%		163.0
	Median time from admit decision to time of admission to nursing unit (in minutes)	81.0	89.0	9.0%	۲	90.0
	Operating Room Efficiencies					
	Turnover Time (Wheels out / Wheels in) (in minutes)	27.9	29.5	5.4%	۲	29.6
	Percentage of 1st Case On Time Start Time	95.5%	89.0%	7.3%	۲	91.6%
	Hospital Acquired Conditions Average	0.17	0.41	58.6%	۲	0.29
	Hand Hygiene (Percentage of successful Hand Hygiene observations	83.6%	75.0%	11.4%	۲	78.0%
20%	IV. Finance					
	Income from Operations (Normalized) (\$ in Millions)	\$92,073	\$68,853	33.7%	۲	\$86,392
	Operating Margin (Normalized)	15.6%	12.5%	24.7%	11000	15.1%
10%	V. Growth					
	Increase % of patients adopting of EPIC MyChart to \rightarrow	38.2%	40.0%	-4.4%		36.5%
	Implement eConsult in a Number of Specialties	0	2	-100.0%		
	eConsult Patient Utilization	0	100	-100.0%		-
5%	VI. Community					
	Improve the patient experience and increase access to hospital services as measured by the number of hospital-based clinical departments that accommodate online appointment scheduling	0	2	-100.0%		-



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Questions / Comments?



Financial Performance Review

October 2021

Augustine Lopez Chief Financial Officer



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Consolidated Financial Summary For the Month of October 2021

Profit/Loss Statement

For the Month of October 2021						
					Variance fa	av (unfav)
	Actual		Budget		\$VAR	%VAR
\$	52.7	\$	53.2	\$	(0.5)	-0.9%
\$	52.2	\$	52.5	\$	0.3	0.6%
\$	0.5	\$	0.7	\$	(0.2)	-28.6%
	0.9%		1.4%		-0.5%	-35.71%
\$	(2.3)	\$	1.1	\$	(3.4)	-309.1%
\$	(1.8)	\$	1.8	\$	(3.6)	-200.0%
	-3.4%		3.5%		-6.9%	-197.1%
	\$ \$	Actual \$ 52.7 \$ 52.2 \$ 0.5 \$ 0.9% \$ (2.3) \$ (1.8)	Actual Image: second secon	Actual Budget \$ 52.7 \$ 53.2 \$ 552.2 \$ 552.5 \$ 0.5 \$ 0.7 0.9% 1.4% \$ (2.3) \$ 1.1 \$ 1.8 1.8	Actual Budget \$ 52.7 \$ 53.2 \$ \$ 52.2 \$ 52.5 \$ \$ 0.5 \$ 0.7 \$ \$ 0.9% 1.4% \$ \$ (2.3) \$ 1.1 \$ \$ 1.8 \$ \$ \$	Actual Budget Variance factor \$ 52.7 \$ 53.2 \$ (0.5) \$ 52.2 \$ 52.5 \$ 0.3 \$ 0.5 0.7 \$ (0.2) 0.9% 1.4% -0.5% \$ (2.3) 1.1 \$ (3.4) \$ (1.8) \$ 1.8 \$ (3.6)

*No Normalizing items in October

**Unfavorable variance in non-operating income was predominantly due to investment losses from mark-tomarket adjustments in investment portfolios

Underperformance for the month of October was due to:

- Gross Revenues declined from prior month by \$8.2M (4%) mostly due to a decrease in outpatient business
- Outpatient Infusion Program declined from prior month in patient encounters by 20% and gross revenues by 16%
- ADC was 108 (7% below budget)
- Significant unfavorable payor mix for the month
- Worked and Paid FTEs on a per adjusted ADC basis were 5% and 2% unfavorable to budget, respectively
- Outpatient surgeries were 24% (74 cases) below budget

Description: Salinas Valley Memorial Healthcare System

Consolidated Financial Summary Year-to-Date October 2021

Profit/Loss Statement

	-										
\$ in Millions		FY 2021 YTD October									
						Variance f	av (unfav)				
		Actual		Budget		\$VAR	%VAR				
Operating Revenue	\$	223.4	\$	211.9	\$	11.5	5.4%				
Operating Expense	\$	210.1	\$	207.6	\$	(2.5)	-1.2%				
Income from Operations*	\$	13.3	\$	4.3	\$	9.0	209.3%				
Operating Margin %		5.9%		2.0%		3.9%	195.0%				
Non Operating Income**	\$	2.3	\$	4.3	\$	(2.0)	-46.5%				
Net Income	\$	15.6	\$	8.6	\$	7.0	81.4%				
Net Income Margin %		7.0%		4.1%		2.9%	70.7%				

* Income from Operations includes:

\$0.5M AB113 Intergovernmental Transfer Payment (FY 19-20)

****Non Operating Income includes**

\$1.1M Doctors on Duty Forgiven Paycheck Protection Program Loan

<u>\$1.5M</u> Total Normalizing Items, Net

**Unfavorable variance in non-operating income is predominantly due to fluctuations in market value of investments

Consolidated Financial Summary Year-to-Date October 2021 - Normalized **Profit/Loss Statement**

	_										
\$ in Millions	FY 2021 YTD October										
						Variance fav (unfav)					
		Actual		Budget		\$VAR	%VAR				
Operating Revenue	\$	222.9	\$	211.9	\$	11.0	5.2%				
Operating Expense	\$	210.1	\$	207.6	\$	(2.5)	-1.2%				
Income from Operations	\$	12.8	\$	4.3	\$	8.5	197.7%				
Operating Margin %		5.7%		2.0%		3.7%	185.0%				
Non Operating Income	\$	1.3	\$	4.3	\$	(3.0)	-69.8%				
Net Income	\$	14.1	\$	8.6	\$	5.5	64.0%				
Net Income Margin %		6.3%		4.1%		2.2%	53.7%				

Favorable results due to:

- Higher than expected Medicare Case Mix Index (1.9) •
- Favorable collections on older aged commercial accounts ٠
- Continued effective management on **length of stay** for all payors, despite higher acuity levels •
- Generally stronger than expected outpatient volumes in infusion therapy, cardiology, radiology, and • various other ancillary services (CT Scan, MRI, Cath Lab, Mammography)
- Cost Savings Initiative: Overall effective management of labor productivity on a departmental unit of service basis •3

SVMH Financial Highlights October 2021

Gross Revenues were <u>favorable</u>

- Gross Revenues were 2% *unfavorable* to budget
- IP gross revenues were 5% *unfavorable* to budget
 - ED gross revenues were 28% <u>above</u> budget
 - **OP gross revenues** were 5% *unfavorable* to budget in the following areas:
 - Infusion Therapy
 - Other OP Pharmacy
 - Surgery

- Commercial: 11% <u>below</u> budget
- Medicaid: on budget
- Medicare: 6% <u>above</u> budget

Payor Mix *unfavorable* to budget **Total Net Patient Revenues** were **\$44.5M**, which was <u>unfavorable</u> to budget by **\$1.1M** or 2.4%



Financial Summary – October 2021

ER Outpatient visits were above budget by 40% (1,161 visits)
 Inpatient Surgeries were 10% (14 cases) above budget at 152
 Total Acute ALOS was 6% favorable at 4.0 vs 4.2 days budgeted
 Medicare Traditional ALOS CMI adjusted 19% favorable at 2.0 days v

4) Medicare Traditional ALOS CMI adjusted 19% favorable at 2.0 days with a Case Mix Index of 1.9

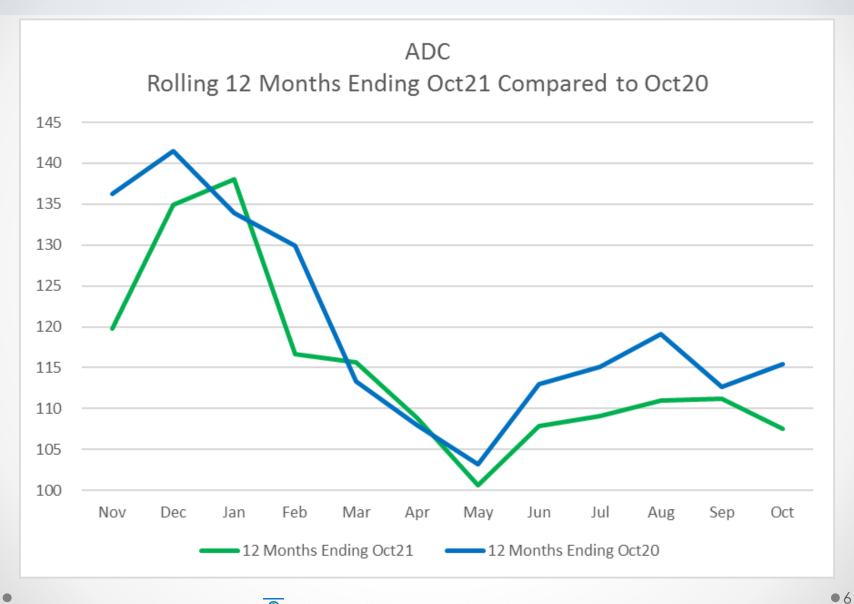
5) Lower than expected Outpatient business:

- Due to a decline in patient volume activity in the Infusion Therapy program
 - Patient encounters declined from the prior month by 172 (20%)
 - Gross Revenues declined from the prior month by \$4.2M (16%)
- 6) Lower than expected Inpatient business:
- Average daily census was at 108, 7% below budget of 115
- 7) Total admissions were 5 admits below budget
- 8) Outpatient Surgeries were 24% (74 cases) below budget
- 9) Deliveries were 23% (33 deliveries) below budget at 111
- 10) OP Observation cases were 25% (39 cases) above budget at 195



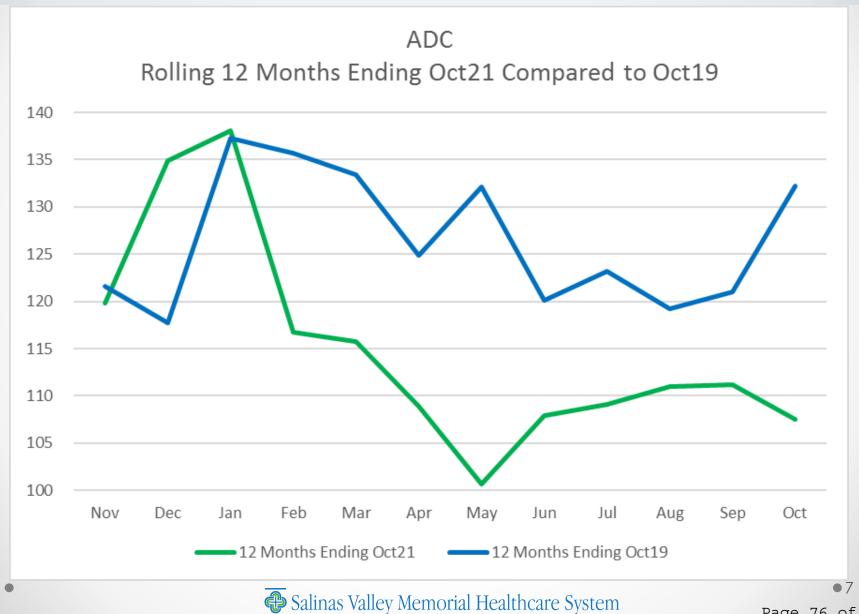
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ADC Comparison



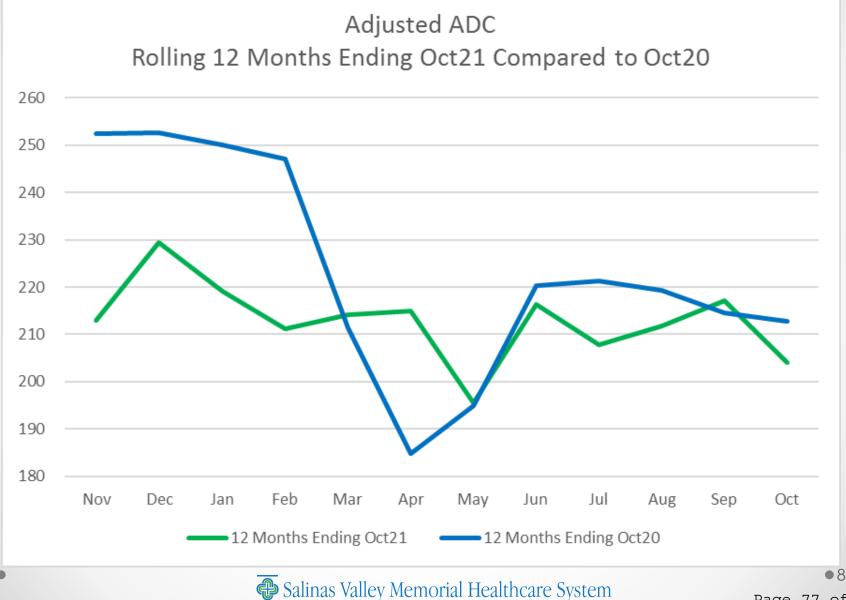


ADC Comparison



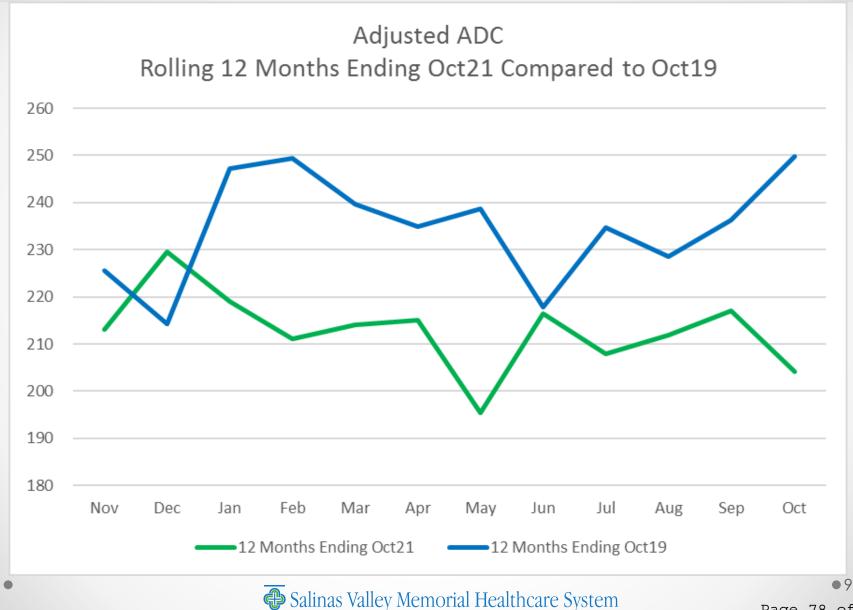
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Adjusted ADC Comparison



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Adjusted ADC Comparison



COVID Inpatient Discharge Cases Payor Mix Analysis November 2020 thru October 2021

Payor 🔄	Nov 20	Dec 20	Jan 21	Feb 21	Mar 21	Apr 21	May 21	Jun 21	July 21	Aug 21	Sep 21	Oct 21
Medicare	36	105	150	50	9	2	2	1	1	10	11	12
Medi-Cal	28	62	84	23	12	1	2	8	3	19	11	10
Commercial	27	48	53	13	5	5	2	1	9	14	10	7
Other	2	7	2	3	1	1			1	3	1	
Grand Total	93	222	289	89	27	9	6	10	14	46	33	29

COVID Inpatient cases decreased during October compared to prior month.

Note: COVID Criteria is based on any DX U07.1 diagnosis code

The Salinas Valley Memorial Healthcare System

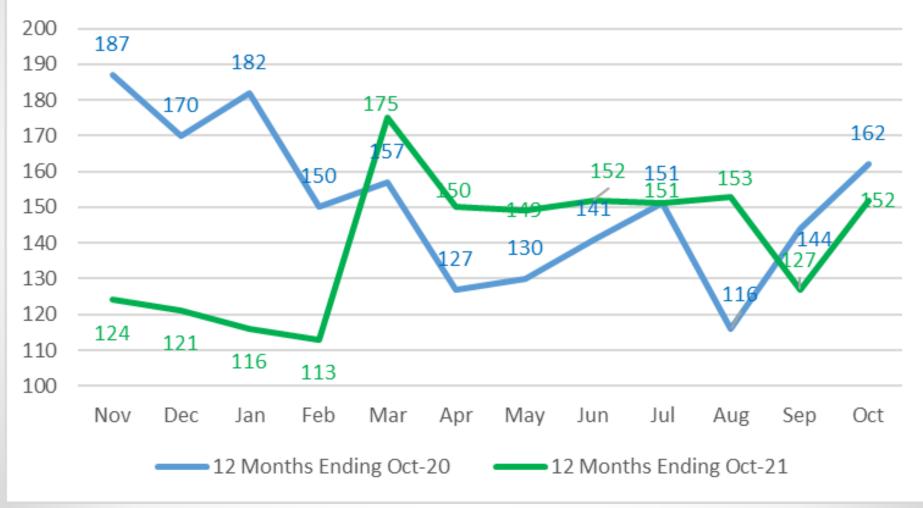
CMI – All Discharges (with & without COVID) Based on Discharges November 2020 thru October 2021

All Payors		All Discha	rges		C	COVID Discha	rges On	ly	Disc	Discharges Excluding COVID				
Month	All Payor	Discharges	ADC	ALOS	All Payor	Discharges	ADC	ALOS	All Payor	Discharges	ADC	ALOS		
	CMI				CMI				CMI					
11/30/2020	1.76	784	110	4.2	2.32	93	18	5.7	1.68	691	92	4.0		
12/31/2020	1.76	853	121	4.4	2.15	222	45	6.2	1.63	631	77	3.8		
1/31/2021	1.81	890	139	4.8	2.33	289	65	7.0	1.56	601	74	3.8		
2/28/2021	1.77	767	119	4.4	2.36	89	27	8.4	1.70	678	92	3.8		
3/31/2021	1.74	875	116	4.1	3.11	27	11	12.8	1.69	848	105	3.8		
4/30/2021	1.59	824	104	3.8	1.92	9	1	3.7	1.59	815	103	3.8		
5/31/2021	1.70	816	100	3.8	2.19	7	1	5.1	1.69	809	99	3.8		
6/30/2021	1.64	826	100	3.6	2.04	10	2	5.9	1.63	816	98	3.6		
7/31/2021	1.66	892	108	3.8	2.04	14	2	3.4	1.65	878	107	3.8		
8/31/2021	1.67	867	107	3.8	2.12	46	8	5.4	1.64	821	99	3.7		
9/30/2021	1.60	844	109	3.9	2.88	33	13	11.5	1.54	811	96	3.6		
10/31/2021	1.64	830	100	3.7	2.46	29	6	6.8	1.61	801	93	3.6		
Total	1.70	10,068	111	4.0	2.33	868	17	7.0	1.64	9,200	95	3.8		



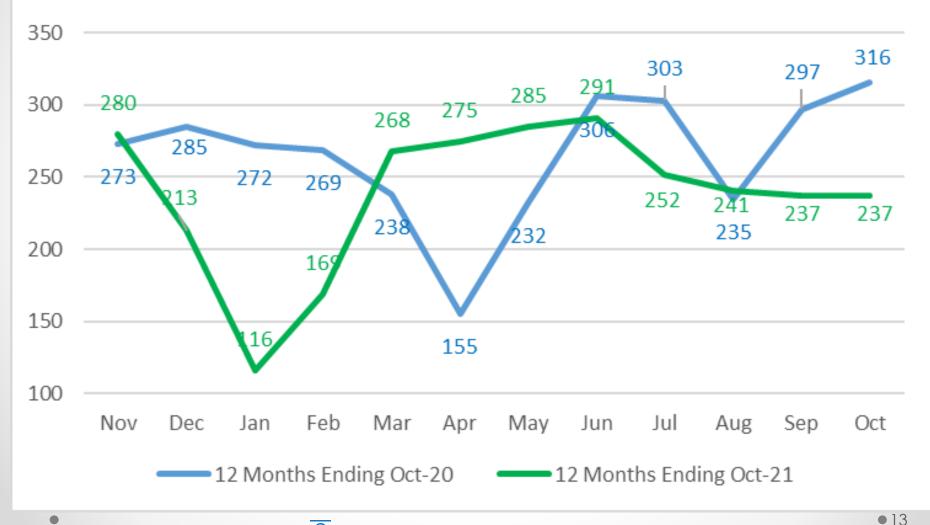
IP Surgery Cases – October 2021

IP Surgery Cases

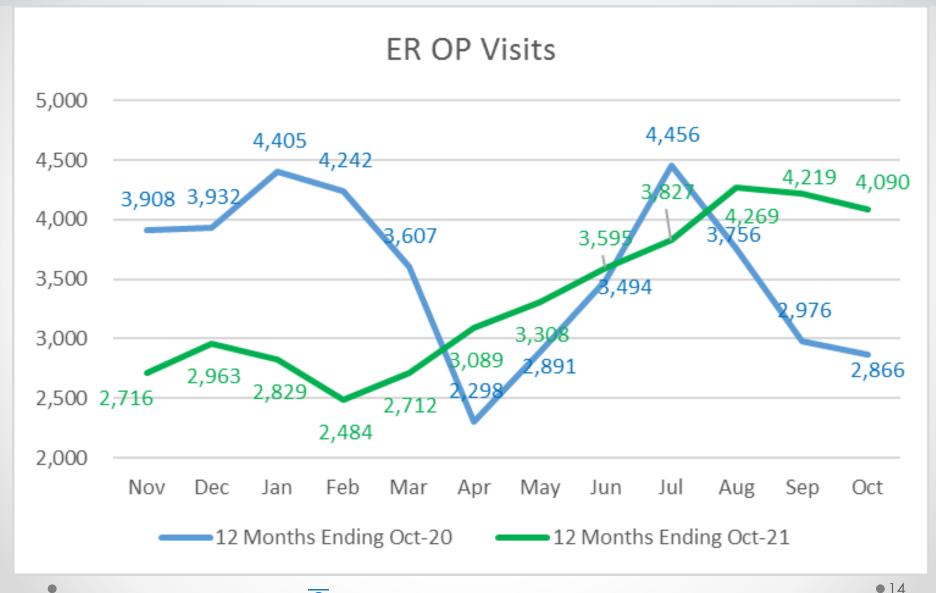


OP Surgery Cases – October 2021

OP Surgery Cases

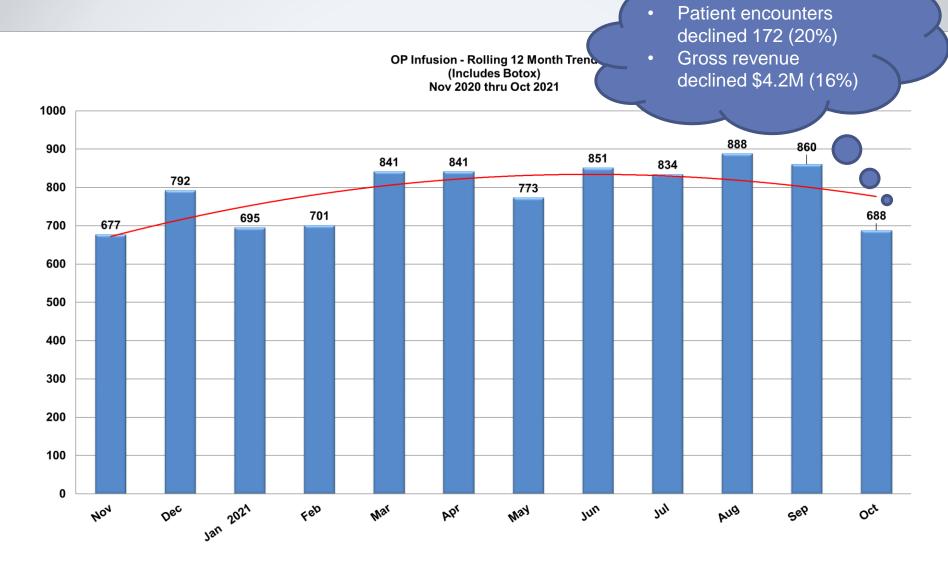


ER OP Visits – October 2021



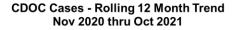


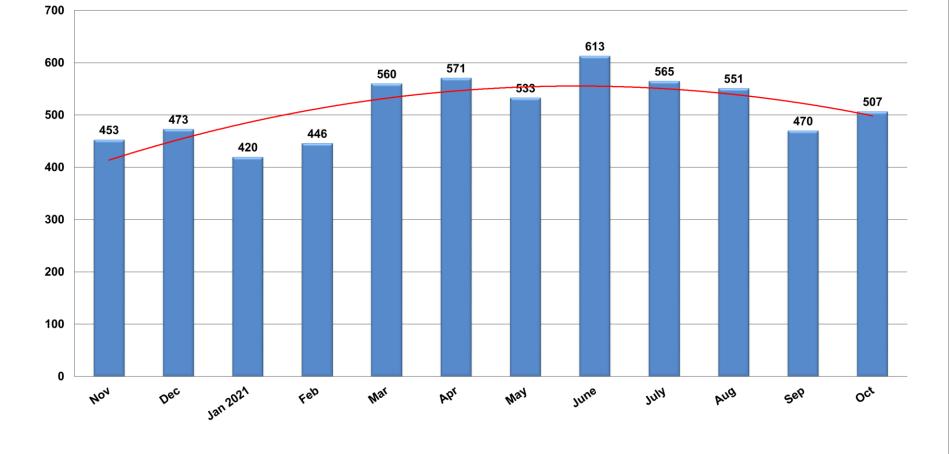
OP Infusion Service Line



Visit -Poly. (Visit)

Cardiac Diagnostic O/P Center (CDOC)





Cases -Poly. (Cases)



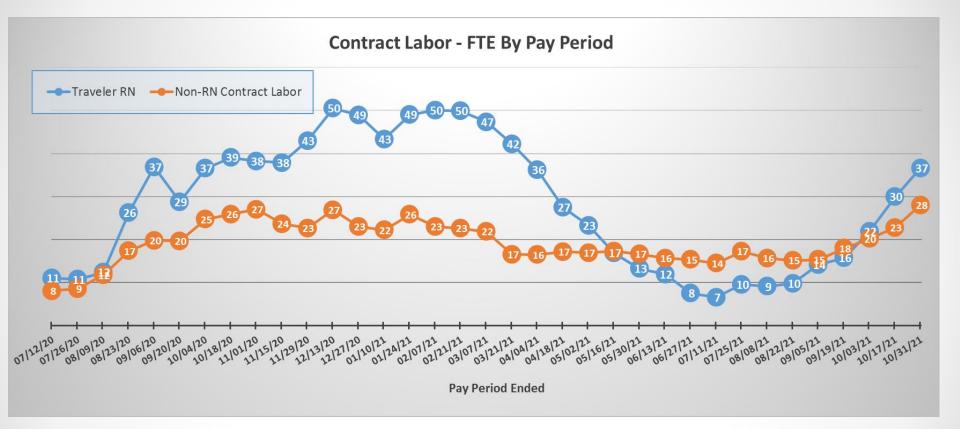
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Labor Productivity – October 2021

- 1. Worked FTEs: During the month of October, worked FTEs on a PAADC basis were 5.2% unfavorable at 7.07 with a target of 6.72. *When reviewed on a unit by unit level, the variance was 26 FTEs negative with the variance for salaries, wages and benefits valued at \$409k negative.* Key factors in the variance is the start of a new graduate program in nursing and the onboarding of 27 travelers in the month of October. The travelers were brought in to support the volume growth in the ED and an increase in LOA's related to the COVID 19 vaccine mandate.
- 2. Paid FTEs: On a PAADC basis paid FTEs were 2.2% unfavorable to budget at 8.28 actual vs. 7.86 budget. Non-productive time came down somewhat from recent trends, however, it was not enough to offset the lower volume in October. As vacation use has come down from the peak in July, sick leave usage has increased to offset some of the reduction. In the May/June timeframe we averaged approximately 65 FTEs of sick time per pay period, in October this was at approximately 76 FTEs. Total paid FTEs stood at 1,689 in October which is a slight increase from the last three months average of 1,680.



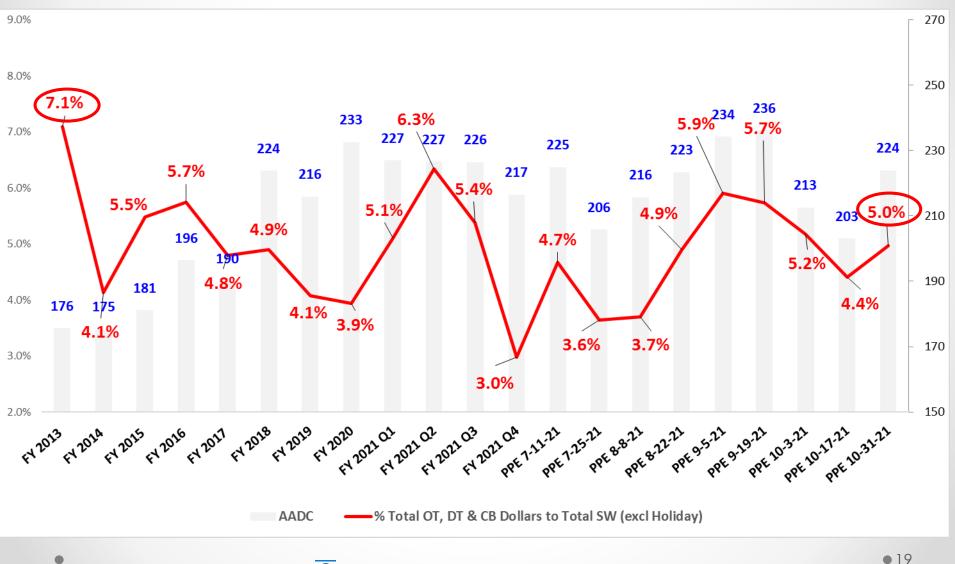
Contract Labor FTE By Pay Period



Contract labor continued to climb as contract staffing has been increased to offset the loss of staff from the Covid vaccine deadline at the end of September and the volume growth in the ED.



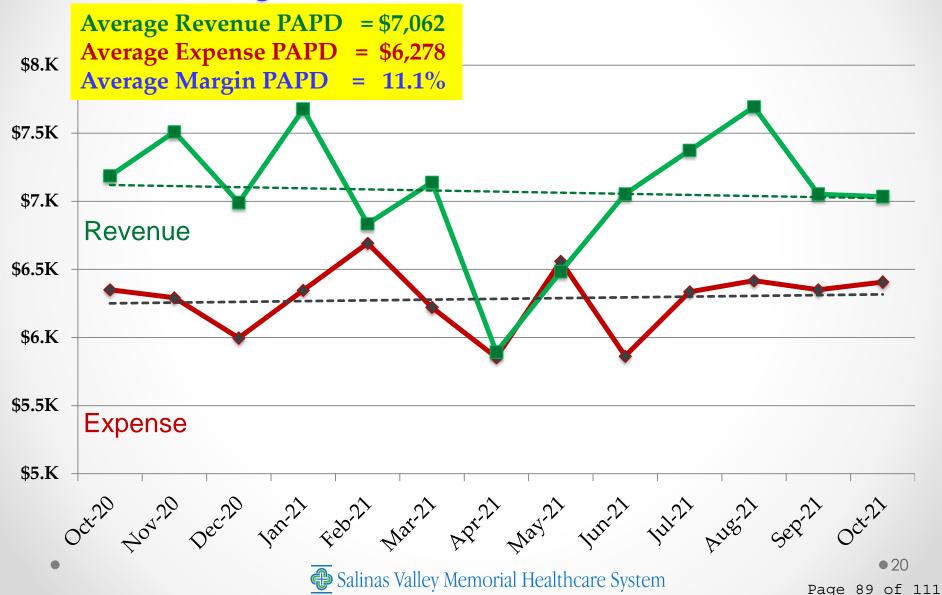
% of Total OT, DT & CB Dollars to Total S&W Updated Thru PPE 10-31-21





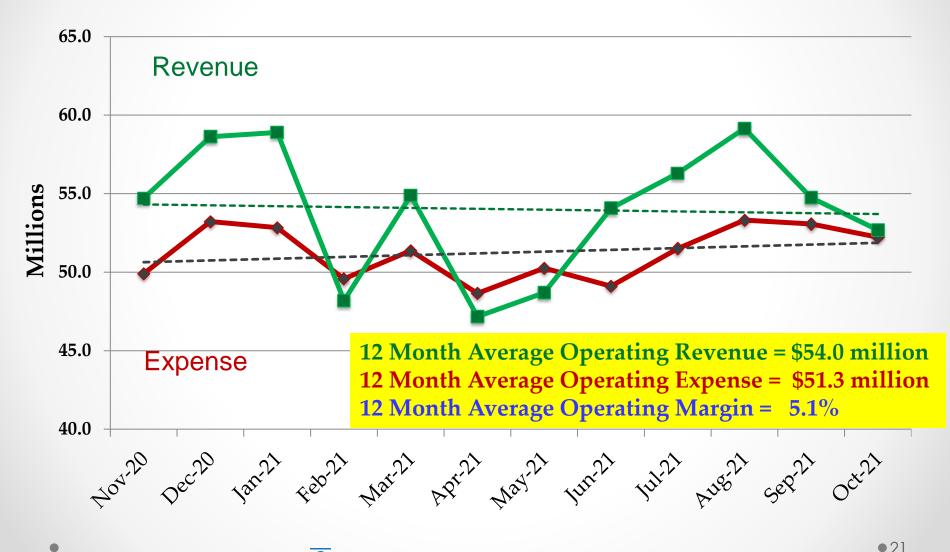
SVMH Revenues & Expenses Per Adjusted Patient Day (Normalized)

Rolling 12 Months: November 20 to October 21



SVMHS Operating Revenues & Expenses (Normalized)

Rolling 12 Months: November 20 to October 21



Salinas Valley Memorial Healthcare System

SVMHS Key Financial Indicators

	YTD	SVMHS		S&P A+ Rated		YTD	
Statistic	Oct-21	Target	+/-	Hospitals	+/-	Oct-20	+/-
Operating Margin*	5.7%	9.0%		4.0%		6.8%	
Total Margin*	6.3%	10.8%		6.6%		9.1%	
EBITDA Margin**	9.8%	13.4%		13.6%		11.0%	
Days of Cash*	369	305		249		344	
Days of Accounts Payable*	43	45		-		47	
Days of Net Accounts Receivable***	48	45		49		52	
Supply Expense as % NPR	13.2%	15.0%		-		13.2%	
SWB Expense as % NPR	53.4%	53.0%		53.7%		54.1%	
Operating Expense per APD*	6,377	4,992		- / / /		6,179	

*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)

Days of Cash and Accounts Payable metrics have been adjusted to *exclude* accelerated insurance payments (COVID-19 assistance) • 22

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Salinas Valley Memorial Healthcare System Days Cash on Hand = 369 Days (\$596M) October 2021



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ASSETS WHOSE USE IS LIMITED

		October-21	<u>YTD</u>
Beginning balance	\$	146,325,055 \$	143,257,278
Investment income or (loss)		(681,736)	(613,960)
Transfer	_	1,000,000	4,000,000
Ending balance	\$	146,643,318 \$	146,643,318



<u>ROUTINE</u> CAPITAL EXPENDITURES Through October 2021

Fiscal Month	2021-22 Approved Budget *	Total Purchased Expenditures	Remaining	Project	Amount
July	1,558,333	764,068	794,265	Lab Analyzer Replacement	182,353
August	1,558,333	840,566	1,512,033	Nurse Call Replacement System	112,696
September	1,558,333	2,259,376	810,990	Retail Pharmacy Project	27,978
October	1,558,333	535,000	1,834,323	Heart Center Air Handler Replacement	26,927
November	1,558,333		3,392,657	Other CIP	52,317
December	1,558,333		4,950,990	Total Improvements	402,270
January	1,558,333		6,509,323		
February	1,558,333		8,067,657	IT Servers (15) & Touch-Screen Monitors (28)	44,967
March	1,558,333		9,625,990	Replace IT Link from 355 Abbott to Hospital Main	23,280
April	1,558,333		11,184,323	Heart Sugery Probe Replacement	20,484
May	1,558,333		12,742,657	Other Equipment	43,999
June	1,558,333		14,300,990	Total Equipment	132,730
YTD TOTAL	18,700,000	4,399,010	14,300,990	Grand Total	535,000



QUESTIONS / COMMENTS



SALINAS VALLEY MEMORIAL HOSPITAL SUMMARY INCOME STATEMENT October 31, 2021

		Month of Octo	ober,	Four months ended October 31,				
	-	current year	prior year	current year	prior year			
Operating revenue: Net patient revenue Other operating revenue Total operating revenue	\$	44,503,745 \$ 592,289 45,096,034	47,545,209 \$ 715,415 48,260,624	5 188,987,453 \$ 3,955,863 192,943,316	190,886,912 4,009,000 194,895,912			
Total operating expenses		40,534,652	41,857,055	164,842,685	164,950,413			
Total non-operating income	-	(5,780,644)	(4,483,004)	(11,955,383)	(9,894,819)			
Operating and non-operating income	\$_	(1,219,262) \$	1,920,565 \$	5 <u>16,145,248</u> \$	20,050,680			

SALINAS VALLEY MEMORIAL HOSPITAL BALANCE SHEETS October 31, 2021

	_		Prior year		
ASSETS:					
Current assets Assets whose use is limited or restricted by board Capital assets Other assets Deferred pension outflows	\$	421,142,680 146,643,318 241,249,566 190,452,550 50,119,236	\$	398,433,911 134,790,774 259,208,587 191,877,196 83,379,890	
	\$_	1,049,607,350	\$	1,067,690,358	
LIABILITIES AND EQUITY:					
Current liabilities Long term liabilities Net assets	_	124,965,909 14,556,513 83,585,120 826,499,808		160,711,613 14,780,831 126,340,336 765,857,578	
	\$	1,049,607,350	_\$	1,067,690,358	

SALINAS VALLEY MEMORIAL HOSPITAL STATEMENTS OF REVENUE AND EXPENSES - BUDGET VS. ACTUAL October 31, 2021

		Month	of October,		Fo	our months ende	d October 31,	
	Actual	Budget	Variance	% Var	Actual	Budget	Variance	% Var
Operating revenue:								
	\$ 193,504,217	\$ 196,628,325	(3,124,108)	-1.59% \$	808,125,317 \$	780,155,583	27,969,734	3.59%
Dedutions from revenue	149,000,472	151,047,402	(2,046,930)	-1.36%	619,137,864	598,667,460	20,470,404	3.42%
Net patient revenue	44,503,745	45,580,923	(1,077,178)	-2.36%	188,987,453	181,488,122	7,499,331	4.13%
Other operating revenue	592,289	783,804	(191,515)	-24.43%	3,955,863	3,125,723	830,140	26.56%
Total operating revenue	45,096,034	46,364,727	(1,268,693)	-2.74%	192,943,316	184,613,846	8,329,470	4.51%
Operating expenses:								
Salaries and wages	15,420,230	15,791,690	(371,460)	-2.35%	62,312,002	62,539,374	(227,372)	-0.36%
Compensated absences	3,410,757	2,686,703	724,054	26.95%	11,036,952	10,641,029	395,923	3.72%
Employee benefits	6,164,151	7,054,700	(890,549)	-12.62%	28,686,576	28,738,704	(52,128)	-0.18%
Supplies, food, and linen	6,171,749	5,939,300	232,449	3.91%	24,604,482	23,565,382	1,039,100	4.41%
Purchased department functions	3,110,619	3,091,769	18,850	0.61%	12,716,310	12,135,711	580,599	4.78%
Medical fees	2,028,595	1,833,215	195,380	10.66%	7,835,252	7,317,134	518,118	7.08%
Other fees	1,434,162	936,590	497,572	53.13%	4,940,833	3,720,569	1,220,264	32.80%
Depreciation	1,771,042	1,793,121	(22,079)	-1.23%	7,071,814	7,133,434	(61,620)	-0.86%
All other expense	1,023,347	1,447,596	(424,249)	-29.31%	5,638,464	5,776,751	(138,287)	-2.39%
Total operating expenses	40,534,652	40,574,685	(40,033)	-0.10%	164,842,685	161,568,089	3,274,596	2.03%
Income from operations	4,561,382	5,790,042	(1,228,660)	-21.22%	28,100,631	23,045,757	5,054,874	21.93%
Non-operating income:								
Donations	166,667	166,667	0	0.00%	666,667	666,667	0	0.00%
Property taxes	333,333	333,333	(0)	0.00%	1,333,333	1,333,333	(0)	0.00%
Investment income	(1,521,393)	(63,302)	(1,458,092)	2303.41%	(2,282,561)	(253,206)	(2,029,355)	801.46%
Income from subsidiaries	(4,759,251)	(4,549,020)	(210,231)	4.62%	(11,672,822)	(16,758,514)	5,085,692	-30.35%
Total non-operating income	(5,780,644)	(4,112,322)	(1,668,322)	40.57%	(11,955,383)	(15,011,720)	3,056,337	-20.36%
Operating and non-operating income	\$ <u>(1,219,262)</u>	\$ <u>1,677,720</u>	(2,896,982)	-172.67% \$	16,145,248 \$	8,034,037	8,111,211	100.96%

SALINAS VALLEY MEMORIAL HOSPITAL SCHEDULES OF NET PATIENT REVENUE October 31, 2021

	Month of October,			Four months ended October 31,			
	_	current year	prior year	current year		prior year	
Patient days:							
By payer:							
Medicare		1,615	1,735	6,310		6,345	
Medi-Cal		966	1,040	3,894		4,292	
Commercial insurance		679	631	2,870		3,018	
Other patient		71	168	415		565	
Total patient days	=	3,331	3,574	13,489		14,220	
Gross revenue:							
Medicare	\$	87,017,776 \$	84,931,476		\$	316,131,026	
Medi-Cal		54,440,661	55,707,527	226,248,660		215,705,089	
Commercial insurance		45,862,666	46,047,680	194,946,335		193,773,304	
Other patient	_	6,183,114	11,186,455	31,208,913		37,470,249	
Gross revenue	_	193,504,217	197,873,138	808,125,317		763,079,668	
Deductions from revenue:							
Administrative adjustment		183,641	71,860	1,161,930		1,095,649	
Charity care		686,444	386,346	4,377,120		3,608,515	
Contractual adjustments:							
Medicare outpatient		26,883,761	25,137,243	112,263,050		101,307,801	
Medicare inpatient		39,687,187	38,423,196	149,902,155		137,636,763	
Medi-Cal traditional outpatient		2,727,819	2,031,273	10,196,287		7,751,733	
Medi-Cal traditional inpatient		7,455,907	6,424,613	24,498,118		30,541,574	
Medi-Cal managed care outpatient		21,560,408	19,379,401	89,469,947		74,574,076	
Medi-Cal managed care inpatient		17,590,484	21,606,126	79,715,420		74,969,297	
Commercial insurance outpatient		15,325,974	16,311,126	66,236,808		63,650,420	
Commercial insurance inpatient		13,374,731	13,156,087	64,277,095		56,012,126	
Uncollectible accounts expense		3,532,531	3,804,316	15,047,265		14,651,217	
Other payors	_	(8,415)	3,596,342	1,992,669		6,393,586	
Deductions from revenue	_	149,000,472	150,327,929	619,137,864		572,192,755	
Net patient revenue	\$	44,503,745 \$	47,545,209	\$ 188,987,453	\$	190,886,912	
	. =	***			: "=	<u> </u>	
Gross billed charges by patient type:							
Inpatient	\$	101,958,348 \$	107,266,579		\$	406,441,909	
Outpatient		65,203,186	69,165,816	276,469,382		271,521,127	
Emergency room	_	26,342,684	21,440,743	109,892,054		85,116,632	
Emolgonoy room							

SALINAS VALLEY MEMORIAL HOSPITAL STATEMENTS OF REVENUE AND EXPENSES October 31, 2021

	Month of October,			Four months ended October 31,			
	_	current year	prior year	current year	prior year		
Operating revenue:							
Net patient revenue	\$	44,503,745 \$	47,545,209 \$	188,987,453 \$	190,886,912		
Other operating revenue	Ψ	592,289	715,415	3,955,863	4,009,000		
Total operating revenue	_	45,096,034	48,260,624	192,943,316	194,895,912		
Operating expenses:							
Salaries and wages		15,420,230	16,783,480	62,312,002	63,844,902		
Compensated absences		3,410,757	3,023,760	11,036,952	10,571,671		
Employee benefits		6,164,151	6,677,732	28,686,576	30,201,086		
Supplies, food, and linen		6,171,749	6,369,003	24,604,482	25,027,683		
Purchased department functions		3,110,619	3,225,218	12,716,310	12,411,780		
Medical fees		2,028,595	1,921,902	7,835,252	6,484,306		
Other fees		1,434,162	950,649	4,940,833	4,587,111		
Depreciation		1,771,042	1,774,597	7,071,814	7,096,257		
All other expense		1,023,347	1,130,714	5,638,464	4,725,617		
Total operating expenses	_	40,534,652	41,857,055	164,842,685	164,950,413		
Income from operations	_	4,561,382	6,403,569	28,100,631	29,945,499		
Non-operating income:							
Donations		166,667	166,667	666,667	666,667		
Property taxes		333,333	333,333	1,333,333	1,333,333		
Investment income		(1,521,393)	361,778	(2,282,561)	1,085,462		
Taxes and licenses		0	0	0	0		
Income from subsidiaries		(4,759,251)	(5,344,782)	(11,672,822)	(12,980,281)		
Total non-operating income	_	(5,780,644)	(4,483,004)	(11,955,383)	(9,894,819)		
Operating and non-operating income		(1,219,262)	1,920,565	16,145,248	20,050,680		
Net assets to begin	_	827,719,070	763,937,013	810,354,560	745,806,898		
Net assets to end	\$_	826,499,808 \$	765,857,578 \$	826,499,808 \$\$	765,857,577		
Net income excluding non-recurring items Non-recurring income (expense) from cost	\$	(1,219,262) \$	1,741,493 \$	5 15,663,470 \$	19,451,134		
report settlements and re-openings and other non-recurring items	_	0	179,072	481,778	599,546		
Operating and non-operating income	\$	(1,219,262) \$	1,920,565 \$	516,145,248_\$	20,050,680		

SALINAS VALLEY MEMORIAL HOSPITAL SCHEDULES OF INVESTMENT INCOME October 31, 2021

	Month of October, current year prior year			Four months ended October 31, current year prior year			
Detail of other operating income:							
Dietary revenue	\$	171,716 \$	127,464 \$	571,721 \$	517,182		
Discounts and scrap sale		12,444	22,978	294,847	54,288		
Sale of products and services		22,975	8,631	390,253	135,017		
Clinical trial fees		0	4,150	20,878	46,128		
Stimulus Funds		0	0	0	0		
Rental income		159,737	157,031	642,636	628,125		
Other		225,417	395,161	2,035,528	2,628,260		
Total	\$	592,289 \$	715,415 \$	3,955,863 \$	4,009,000		
Detail of investment income:	¢	02.977 ¢	162 109 0	202.274 @	657 254		
Bank and payor interest Income from investments	\$	93,877 \$ (1,615,270)	163,108 \$ 198,669	382,374 \$ (2,690,560)	657,351		
Gain or loss on property and equipment		(1,015,270)	198,009	(2,090,500) 25,625	428,111 0		
Call of 1033 of property and equipment		0	<u> </u>	20,020	0		
Total	\$	(1,521,393) \$	361,778 \$	(2,282,561) \$	1,085,462		
Detail of income from subsidiaries:							
Salinas Valley Medical Center:							
Pulmonary Medicine Center	\$	(217,327) \$	(244,892) \$	(851,429) \$	(797,046)		
Neurological Clinic		(81,091)	(153,512)	(235,038)	(291,782)		
Palliative Care Clinic		(95,543)	(73,038)	(357,155)	(298,446)		
Surgery Clinic		(202,437)	(129,477)	(526,308)	(521,784)		
Infectious Disease Clinic		(35,514)	404	(112,789)	(83,055)		
Endocrinology Clinic		(151,614)	(218,047)	(528,602)	(689,154)		
Early Discharge Clinic Cardiology Clinic		0 (539,812)	0 (431,363)	0 (1,752,741)	0 (1,658,916)		
OB/GYN Clinic		(420,704)	(512,360)	(1,406,236)	(1,270,013)		
PrimeCare Medical Group		(710,741)	(1,343,030)	(2,000,018)	(3,111,204)		
Oncology Clinic		(626,649)	(480,903)	(1,376,648)	(1,161,874)		
Cardiac Surgery		(143,059)	(255,445)	(633,494)	(749,792)		
Sleep Center		(26,920)	(29,789)	(104,478)	(162,414)		
Rheumatology		(44,239)	(72,510)	(195,756)	(193,424)		
Precision Ortho MDs		(289,014)	(590,844)	(1,147,034)	(1,455,060)		
Precision Ortho-MRI		0	44,943	0	19,621		
Precision Ortho-PT		(55,393)	(220,411)	(218,280)	(185,295)		
Vaccine Clinic		(35,711)	0	(35,711)	0		
Dermatology		7,537	(47,732)	(64,824)	(104,301)		
Hospitalists		0	0	0	0		
Behavioral Health Bediatria Diabatas		(66,151)	(52,809) 8,343	(285,278) (175,038)	(257,396)		
Pediatric Diabetes Neurosurgery		(34,778) (47,697)	0,343 (12,853)	(175,038) (100,245)	(117,446) (83,225)		
Multi-Specialty-RR		(47,097) 890	90,181	18,600	44,578		
Radiology		(206,848)	(633,020)	(1,111,674)	(793,212)		
Salinas Family Practice		(120,540)	0	(389,452)	0		
Total SVMC		(4,143,355)	(5,358,164)	(13,589,628)	(13,920,640)		
Doctors on Duty		(827,800)	(115,885)	477,674	293,830		
Assisted Living		0	1,224	0	(27,074)		
Salinas Valley Imaging		0	0	0	(19,974)		
Vantage Surgery Center		25,421	14,723	95,303	71,536		
LPCH NICU JV		0	0	0	0		
Central Coast Health Connect		0	0	0	0		
Monterey Peninsula Surgery Center		173,661	48,661	1,035,370	307,152		
Aspire/CHI/Coastal		27,697	17,620	(32,268)	(197,157)		
Apex 21st Century Opcology		(56,860) 547	13,615	59,998 121.015	51,510 (86 598)		
21st Century Oncology Monterey Bay Endoscopy Center		41,438	8,392 25,032	121,015 159,715	(86,598) 547,134		
Total	\$	(4,759,251) \$	(5,344,782) \$	(11,672,822) \$	(12,980,281)		

SALINAS VALLEY MEMORIAL HOSPITAL BALANCE SHEETS October 31, 2021

		Current year	Prior year
ASSETS	_		
Current assets: Cash and cash equivalents Patient accounts receivable, net of estimated	\$	323,676,564 \$	298,986,835
uncollectibles of \$19,612,611 Supplies inventory at cost Other current assets	_	77,386,170 8,030,814 12,049,132	80,908,594 8,663,882 9,874,600
Total current assets	_	421,142,680	398,433,911
Assets whose use is limited or restricted by board		146,643,318	134,790,774
Capital assets: Land and construction in process Other capital assets, net of depreciation		36,210,359 205,039,207	45,766,080 213,442,507
Total capital assets		241,249,566	259,208,587
Other assets: Investment in Securities Investment in SVMC Investment in Aspire/CHI/Coastal Investment in other affiliates		147,029,222 14,217,857 3,612,579 22,513,646	149,243,603 15,006,781 3,711,954 22,181,918
Net pension asset		3,079,246	1,732,940
Total other assets	_	190,452,550	191,877,196
Deferred pension outflows		50,119,236	83,379,890
	\$	1,049,607,350 \$	1,067,690,358
LIABILITIES AND NET ASSETS			
Current liabilities: Accounts payable and accrued expenses Due to third party payers Current portion of self-insurance liability Total current liabilities	\$	52,540,078 \$ 54,910,575 17,515,256 124,965,909	56,704,290 86,338,169 17,669,155 160,711,613
Long term portion of workers comp liability		14,556,513	14,780,831
Total liabilities	_	139,522,422	175,492,444
Pension liability		83,585,120	126,340,336
Net assets: Invested in capital assets, net of related debt Unrestricted		241,249,566 585,250,242	259,208,587 506,648,991
Total net assets		826,499,808	765,857,578
	\$	1,049,607,350 \$	1,067,690,358

	Month of Oct		Four months to date			
	2020	2021	2020-21	2021-22	Variance	
NEWBORN STATISTICS						
Medi-Cal Admissions	37	35	193	175	(18)	
Other Admissions	81	80	403	373	(30)	
Total Admissions	118	115	596	548	(48)	
Medi-Cal Patient Days	56	58	289	264	(25)	
Other Patient Days	134	143	646	629	(17)	
Total Patient Days of Care	190	201	935	893	(42)	
Average Daily Census	6.1	6.5	7.6	7.3	(0.3)	
Medi-Cal Average Days	1.4	1.7	1.5	1.5	(0.0)	
Other Average Days	1.1	1.7	1.6	1.7	0.1 [´]	
Total Average Days Stay	1.5	1.7	1.6	1.6	0.1	
ADULTS & PEDIATRICS						
Medicare Admissions	326	323	1,264	1,239	(25)	
Medi-Cal Admissions	277	229	958	957	(1)	
Other Admissions	341	288	1.154	1,189	35	
Total Admissions	944	840	3,376	3,385	9	
Medicare Patient Days	1,474	1,430	5,533	5,451	(82)	
Medi-Cal Patient Days	1,056	975	4,415	4,011	(404)	
Other Patient Days	975	930	3,809	4,025	216	
Total Patient Days of Care	3,505	3,335	13,757	13,487	(270)	
Average Daily Census	113.1	107.6	111.8	109.7	(2.2)	
Medicare Average Length of Stay	4.5	4.5	4.4	4.3	(0.1)	
Medi-Cal AverageLength of Stay	3.6	3.8	3.8	3.4	(0.4)	
Other Average Length of Stay	2.7	2.5	2.4	2.6	0.2	
Total Average Length of Stay	3.6	3.5	3.4	3.4	(0.0)	
Deaths	31	21	120	100	(20)	
Total Patient Days	3,695	3,536	14,692	14,380	(312)	
Medi-Cal Administrative Days	1	0	96	74	(22)	
Medicare SNF Days	0	0	0	0	0	
Over-Utilization Days	0	0	0	0	0	
Total Non-Acute Days	1	0	96	74	(22)	
Percent Non-Acute	0.03%	0.00%	0.65%	0.51%	-0.14%	

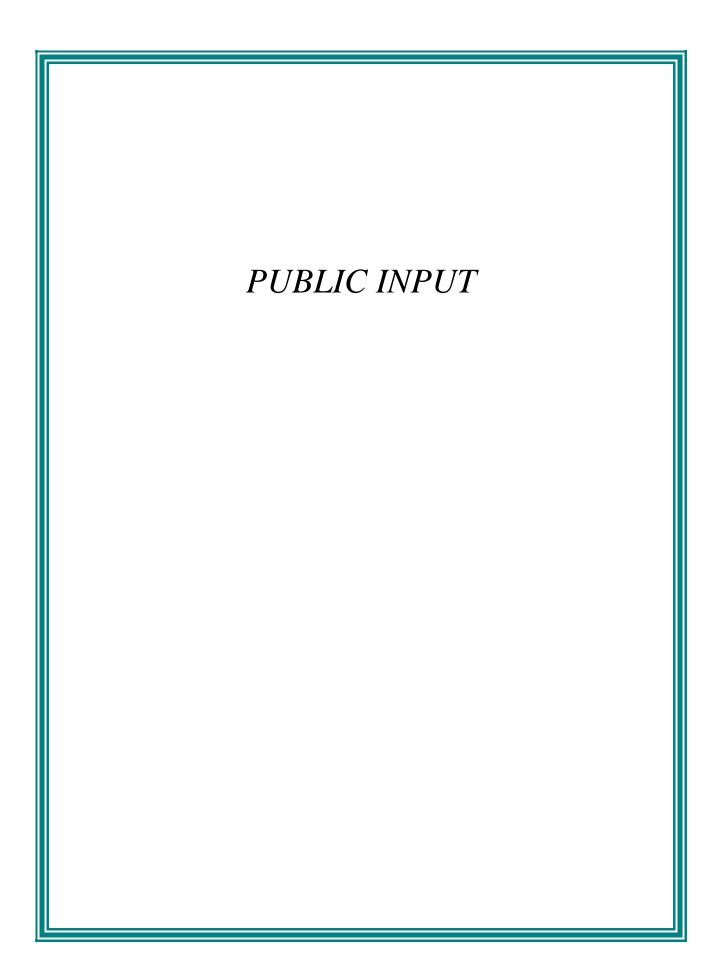
	Month of Oct		Four months to date		
	2020	2021	2020-21	2021-22	Variance
PATIENT DAYS BY LOCATION					
Level I	276	289	983	1,041	58
Heart Center	350	329	1,366	1,290	(76)
Monitored Beds	905	691	3,541	3,078	(463)
Single Room Maternity/Obstetrics	309	302	1,480	1,411	(69)
Med/Surg - Cardiovascular	774	622	2,771	2,399	(372)
Med/Surg - Oncology	59	300	490	1,116	626
Med/Surg - Rehab	430	391	1,597	1,614	17
Pediatrics	90	73	281	349	68
Nursery	190	201	935	893	(42)
Neonatal Intensive Care	68	29	463	282	(181)
PERCENTAGE OF OCCUPANCY					
Level I	68.49%	71.71%	61.48%	65.10%	
Heart Center	75.27%	70.75%	74.04%	69.92%	
Monitored Beds	108.12%	82.56%	106.62%	92.68%	
Single Room Maternity/Obstetrics	26.94%	26.33%	32.52%	31.00%	
Med/Surg - Cardiovascular	55.48%	44.59%	50.06%	43.34%	
Med/Surg - Oncology	14.64%	74.44%	30.64%	69.79%	
Med/Surg - Rehab	53.35%	48.51%	49.94%	50.47%	
Med/Surg - Observation Care Unit	0.00%	58.63%	0.00%	43.38%	
Pediatrics	16.13%	13.08%	12.69%	15.76%	
Nursery	37.15%	39.30%	23.04%	22.00%	
Neonatal Intensive Care	19.94%	8.50%	34.22%	20.84%	

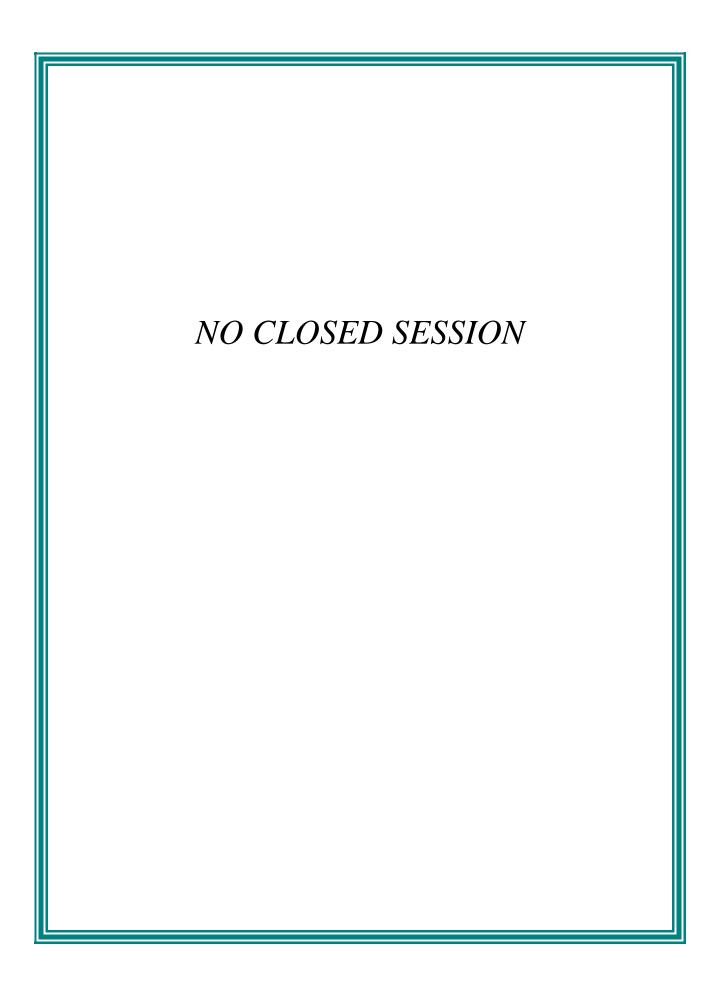
	Month o	Month of Oct		Four months to date	
	2020	2021	2020-21	2021-22	Variance
	40.4	4.00	505	500	(00)
Total deliveries	124	103	595	529	(66)
C-Section deliveries	40	38	186	172	(14)
Percent of C-section deliveries	32.26%	36.89%	31.26%	32.51%	1.25%
OPERATING ROOM					
In-Patient Operating Minutes	21,423	20,615	95,367	81,588	(13,779)
Out-Patient Operating Minutes	32,230	24,545	96,766	99,142	2,376
Total	53,653	45,160	192,133	180,730	(11,403)
Open Heart Surgeries	10	12	51	49	(2)
In-Patient Cases	156	150	636	569	(67)
Out-Patient Cases	322	239	1,088	981	(107)
EMERGENCY ROOM					
Immediate Life Saving	38	30	99	156	57
High Risk	522	471	2,014	1,764	(250)
More Than One Resource	2,147	2,639	8,622	10,513	1,891
One Resource	947	1,704	6,430	6,966	536
No Resources	21	72	165	397	232
Total	3,675	4,916	17,330	19,796	2,466
	3,010	,	,	-,	

	Month of Oct		Four months to date		
	2020	2021	2020-21	2021-22	Variance
CENTRAL SUPPLY					
In-patient requisitions	15,731	14,526	54,415	61,580	7,165
Out-patient requisitions	11,493	9,025	42,755	37,291	-5,464
Emergency room requisitions	2,012	1,238	6,869	6,060	-809
Interdepartmental requisitions	6,620	5,951	26,803	23,822	-2,981
Total requisitions	35,856	30,740	130,842	128,753	-2,089
		00,110	100,012	120,100	2,000
LABORATORY					
In-patient procedures	36,032	32,487	137,071	131,590	-5,481
Out-patient procedures	11,737	12,136	43,004	46,166	3,162
Emergency room procedures	8,958	10,875	34,104	44,632	10,528
Total patient procedures	56,727	55,498	214,179	222,388	8,209
BLOOD BANK					
Units processed	368	215	1,180	1,091	-89
ELECTROCARDIOLOGY					
	922	851	3,662	3,657	-5
In-patient procedures Out-patient procedures	394	385	1,613	1,591	-22
Emergency room procedures	791	908	3,248	3,943	695
Total procedures	2,107	2,144	8,523	9,191	668
	2,101	2,	0,020	0,101	
CATH LAB					
In-patient procedures	83	92	311	363	52
Out-patient procedures	101	85	357	377	20
Emergency room procedures	0	0	1	0	-1
Total procedures	184	177	669	740	71
ECHO-CARDIOLOGY					
In-patient studies	297	358	1,160	1,325	165
Out-patient studies	232	247	769	942	173
Emergency room studies	3	0	<u> </u>	4	-7
Total studies	532	605	1,940	2,271	331
NEURODIAGNOSTIC					
In-patient procedures	142	134	670	605	-65
Out-patient procedures	20	31	104	100	-4
Emergency room procedures	0	0	0	0	0
Total procedures	162	165	774	705	-69
			<u> </u>		

	Month of Oct		Four months to date		
	2020	2021	2020-21	2021-22	Variance
SLEEP CENTER					
In-patient procedures	1	0	1	0	-1
Out-patient procedures	219	171	758	708	-50
Emergency room procedures	0	0	0	0	0
Total procedures	220	171	759	708	-51
RADIOLOGY	4 200	4 4 5 4	E 400	4.040	244
In-patient procedures	1,380	1,154	5,163	4,819	-344
Out-patient procedures	734	467	2,841	1,774	-1,067
Emergency room procedures Total patient procedures	<u> </u>	<u>1,289</u> 2,910	4,352 12,356	5,044 11,637	692 -719
rotal patient procedures	3,107	2,910	12,300	11,037	-719
MAGNETIC RESONANCE IMAGING	3				
In-patient procedures	145	123	513	489	-24
Out-patient procedures	147	125	567	490	-77
Emergency room procedures	14	5	50	26	-24
Total procedures	306	253	1,130	1,005	-125
MAMMOGRAPHY CENTER					
In-patient procedures	3,311	3,921	12,152	14,484	2,332
Out-patient procedures	3,288	3,880	12,132	14,404	2,332
Emergency room procedures	3,200 0	3,000 1	12,094	14,339	2,203
Total procedures	6,599	7,802	24,246	28,851	4,605
		.,002	,		.,
NUCLEAR MEDICINE					
In-patient procedures	21	13	59	52	-7
Out-patient procedures	80	74	300	311	11
Emergency room procedures	1	0	3	3	0
Total procedures	102	87	362	366	4
PHARMACY					
In-patient prescriptions	88,943	81,060	333,910	332,023	-1,887
Out-patient prescriptions	15,440	15,427	61,940	62,571	631
Emergency room prescriptions	5,593	7,289	20,953	28,435	7,482
Total prescriptions	109,976	103,776	416,803	423,029	6,226
RESPIRATORY THERAPY					
In-patient treatments	19,536	16,005	73,074	73,858	784
Out-patient treatments	427	1,027	1,797	4,274	2,477
Emergency room treatments	153	209	440	935	495
Total patient treatments	20,116	17,241	75,311	79,067	3,756
,		<u>,</u>	-,	-,	
PHYSICAL THERAPY					
In-patient treatments	2,395	2,249	9,313	9,085	-228
Out-patient treatments	256	393	1,129	1,365	236
Emergency room treatments	2 651	0	0	0	0
Total treatments	2,651	2,642	10,442	10,450	8

	Month of Oct		Four months to date		
	2020	2021	2020-21	2021-22	Variance
OCCUPATIONAL THERAPY					
In-patient procedures	1,556	1,277	5,262	6,030	768
Out-patient procedures	131	217	481	675	194
Emergency room procedures	0	0	0	0	0
Total procedures	1,687	1,494	5,743	6,705	962
SPEECH THERAPY					
In-patient treatments	395	390	1,550	1,678	128
Out-patient treatments	28	31	97	122	25
Emergency room treatments	0	0	0	0	0
Total treatments	423	421	1,647	1,800	153
CARDIAC REHABILITATION					
In-patient treatments	0	0	0	0	0
Out-patient treatments	253	670	1,391	2,647	1,256
Emergency room treatments	0	0	0	0	0
Total treatments	253	670	1,391	2,647	1,256
CRITICAL DECISION UNIT					
Observation hours	294	298	1,040	1,104	64
ENDOSCOPY					
In-patient procedures	101	94	388	398	10
Out-patient procedures	17	33	108	137	29
Emergency room procedures	0	0	0	0	0
Total procedures	118	127	496	535	39
C.T. SCAN					
In-patient procedures	603	562	2,191	2,235	44
Out-patient procedures	550	346	2,159	1,553	-606
Emergency room procedures	545	603	1,916	2,408	492
Total procedures	1,698	1,511	6,266	6,196	-70
DIETARY Douting potient dista	10.047	47.000	64.050	60.007	F 000
Routine patient diets	16,047	17,869	64,658	69,697	5,039
Meals to personnel	21,105	21,676	84,776	87,120	2,344
Total diets and meals	37,152	39,545	149,434	156,817	7,383
LAUNDRY AND LINEN					
Total pounds laundered	105,293	97,563	414,960	390,687	-24,273





ADJOURNMENT – THE DECEMBER 2021 FINANCE COMMITTEE MEETING IS SCHEDULED FOR MONDAY, DECEMBER 13, 2021, AT 12:00 P.M.