

November 12, 2021

TO: Members of the Board of Directors

Victor Rey, Jr. – President
Regina M. Gage – Vice President
Juan Cabrera – Secretary
Richard Turner – Treasurer
Joel Hernandez Laguna – Assistant Treasurer

Legal Counsel

Ottone Leach & Ray LLP

News Media

Salinas Californian
Monterey County Herald
El Sol
Monterey County Weekly
KION-TV
KSBW-TV/ABC Central Coast
KSMS/Entravision-TV

The Regular Meeting of the Board of Directors of the Salinas Valley Memorial Healthcare System will be held **THURSDAY, NOVEMBER 18, 2021, AT 4:00 P.M., IN THE DOWNING RESOURCE CENTER, ROOMS A, B & C AT SALINAS VALLEY MEMORIAL HOSPITAL, 450 E. ROMIE LANE, SALINAS, CALIFORNIA, OR BY PHONE OR VIDEO (Visit svmh.com/virtualboardmeeting for Access Information).**

Please note: 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

REGULAR MEETING OF THE BOARD OF DIRECTORS SALINAS VALLEY MEMORIAL HEALTHCARE SYSTEM

THURSDAY, NOVEMBER 18, 2021

4:00 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)

Please note: 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

- | | <u>Presented By</u> |
|--|---------------------------------|
| I. <u>Call to Order/Roll Call</u> | Victor Rey, Jr. |
| II. <u>Closed Session</u> (See Attached Closed Session Sheet Information) | Victor Rey, Jr. |
| III. <u>Reconvene Open Session/Closed Session Report</u> (Estimated time 5:00 pm) | Victor Rey, Jr. |
| IV. <u>Request for Ratification: Substantive Financial Elements of Collective Bargaining between SVMHS and National Union of Healthcare Workers (NUHW)</u> | Pete Delgado
Michelle Childs |
| <ul style="list-style-type: none">➤ Report by Executive Leadership➤ Board/Questions to Executive Leadership➤ Motion/Second➤ Public Comment➤ Board Discussion/Deliberation➤ Action by Board/Roll Call Vote | |
| V. <u>Education Program</u> | Clement Miller
John Choi |
| <ul style="list-style-type: none">➤ Pharmacy Presentation | |
| VI. <u>Report from the President/Chief Executive Officer</u> | Pete Delgado |
| VII. <u>Public Input</u> | Victor Rey, Jr. |
| This opportunity is provided for members of the public to make a brief statement, not to exceed three (3) minutes, on issues or concerns within the jurisdiction of this District Board which are not otherwise covered under an item on this agenda. | |
| VIII. <u>Board Member Comments</u> | Board Members |
| IX. <u>Consent Agenda—General Business</u> | Victor Rey, Jr. |
| (A Board Member may pull an item from the Consent Agenda for discussion.) | |
| A. Minutes of the Regular Meeting of the Board of Directors, October 28, 2021 | |
| B. Financial Report | |

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

X. **Reports on Standing and Special Committees**

- A. **Quality and Efficient Practices Committee** Juan Cabrera
 Minutes from the November 15, 2021 Quality and Efficient Practices Committee meeting have been provided to the Board. Additional Report from Committee Chair, if any.
- B. **Finance Committee** Richard Turner
 Minutes from the November 15, 2021 Finance Committee meeting have been provided to the Board. Four proposed recommendations has been made to the Board.
1. **Recommend Board Approval to Award Construction Contract to 101 Builders, Inc. for the OB Cesarean Conversion Project**
 - Committee Chair Report
 - Board Questions to Committee Chair/Staff
 - Motion/Second
 - Public Comment
 - Board Discussion/Deliberation
 - Action by Board/Roll Call Vote
 2. **Recommend Board Approval of Shuttle Bus Services Amendment Number 1 between Salinas Valley Memorial Healthcare System and Corinthian Ground Transportation**
 - Committee Chair Report
 - Board Questions to Committee Chair/Staff
 - Motion/Second
 - Public Comment
 - Board Discussion/Deliberation
 - Action by Board/Roll Call Vote
 3. **Recommend Board Approval for the Purchase of Cardiac Ultrasound Equipment from GE Healthcare**
 - Committee Chair Report
 - Board Questions to Committee Chair/Staff
 - Motion/Second
 - Public Comment
 - Board Discussion/Deliberation
 - Action by Board/Roll Call Vote
 4. **Recommend Board Approval for the Purchase of D-Spect Nuclear Camera from Spectrum Dynamics Medical Inc.**
 - Committee Chair Report
 - Board Questions to Committee Chair/Staff
 - Motion/Second
 - Public Comment
 - Board Discussion/Deliberation
 - Action by Board/Roll Call Vote

C. **Personnel, Pension and Investment Committee** Regina M. Gage
 Minutes from the November 16, 2021 Personnel, Pension and Investment Committee meeting have been provided to the Board. One proposed recommendation has been made to the Board.

1. **Recommend Board Approval of Findings Supporting Recruitment of Physicians to Community Medical Groups and Practices and Approval of Recruitment Incentives**

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

D. **Community Advocacy Committee** Regina M. Gage
 Minutes from the November 16, 2021 Community Advocacy Committee meeting have been provided to the Board. Additional Report from Committee Chair, if any.

XI. **Consider Resolution No. 2021-06 Proclaiming a Local Emergency, Ratifying the Proclamation of a State of Emergency by Governor’s State of Emergency Declaration on March 4, 2020, and Authorizing Remote Teleconference Meetings for the Period November 18 through December 18, 2021** District Legal Counsel

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

XII. **Report on Behalf of the Medical Executive Committee (MEC) Meeting of November 11, 2021, and Recommendations for Board Approval of the following:** Theodore Kaczmar, Jr., M.D.

- A. From the Credentials Committee:
 - 1. Credentials Committee Report
- B. From the Interdisciplinary Practice Committee:
 - 1. Interdisciplinary Practice Committee Report
- C. Policies/Procedures/Plan:
 - 1. Malignant Hyperthermia
 - 2. Infection Prevention Annual Plan and Risk Assessment

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

XIII. **Extended Closed Session** (if necessary)

Victor Rey, Jr.

(See Attached Closed Session Sheet Information)

XIV. **Adjournment** – The next Regular Meeting of the Board of Directors is scheduled for **Thursday, December 16, 2021, at 4:00 p.m.**

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

Notes: 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.

**SALINAS VALLEY MEMORIAL HEALTHCARE SYSTEM BOARD OF DIRECTORS
AGENDA FOR CLOSED SESSION**

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

CLOSED SESSION AGENDA ITEMS

[] **LICENSE/PERMIT DETERMINATION**

(Government Code §54956.7)

Applicant(s): (Specify number of applicants) _____

[] **CONFERENCE WITH REAL PROPERTY NEGOTIATORS**

(Government Code §54956.8)

Property: (Specify street address, or if no street address, the parcel number or other unique reference, of the real property under negotiation): _____

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

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

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

[] **CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION**

(Government Code §54956.9(d)(1))

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

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

[] **CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION**

(Government Code §54956.9)

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

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

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

[] **LIABILITY CLAIMS**

(Government Code §54956.95)

Claimant: (Specify name unless unspecified pursuant to Section 54961): _____

Agency claimed against: (Specify name): _____

THREAT TO PUBLIC SERVICES OR FACILITIES

(Government Code §54957)

Consultation with: (Specify name of law enforcement agency and title of officer): _____

PUBLIC EMPLOYEE APPOINTMENT

(Government Code §54957)

Title: (Specify description of position to be filled): _____

PUBLIC EMPLOYMENT

(Government Code §54957)

Title: (Specify description of position to be filled): _____

PUBLIC EMPLOYEE PERFORMANCE EVALUATION

(Government Code §54957)

Title: (Specify position title of employee being reviewed): _____

PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE

(Government Code §54957)

(No additional information is required in connection with a closed session to consider discipline, dismissal, or release of a public employee. Discipline includes potential reduction of compensation.)

CONFERENCE WITH LABOR NEGOTIATOR

(Government Code §54957.6)

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

Pete Delgado

Employee organization: (Specify name of organization representing employee or employees in question):

National Union of Healthcare Workers, California Nurses Association, Local 39, ESC Local 20, or

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

CASE REVIEW/PLANNING

(Government Code §54957.8)

(No additional information is required to consider case review or planning.)

[X] REPORT INVOLVING TRADE SECRET

(Government Code §37606 & Health and Safety Code § 32106)

Discussion will concern: (Specify whether discussion will concern proposed new service, program, or facility):

Trade Secrets, Strategic Planning, Proposed New Programs and Services

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

[X] HEARINGS/REPORTS

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

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

1. Report from National Research Corporation/Governance Institute
2. Report of the Medical Staff Quality and Safety Committee
3. Report of the Medical Staff Credentials Committee
4. Report of the Interdisciplinary Practice Committee

[] CHARGE OR COMPLAINT INVOLVING INFORMATION PROTECTED BY FEDERAL LAW (Government Code §54956.86)

(No additional information is required to discuss a charge or complaint pursuant to Section 54956.86.)

ADJOURN TO OPEN SESSION

CALL TO ORDER/ROLL CALL

(VICTOR REY, JR.)

CLOSED SESSION

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

(VICTOR REY, JR.)

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

(VICTOR REY, JR.)

Memorandum



To: Board of Directors
Salinas Valley Memorial Healthcare System

From: Michelle Childs, Chief Human Resources Officer

CC: Pete Delgado, President/Chief Executive Officer

Date: November 12, 2021

Re: Request for Ratification: Substantive Financial Elements of Collective Bargaining Agreement between SVMHS and National Union of Healthcare Workers (NUHW)

SVMHS and NUHW have tentatively agreed on the following changes to the existing contract:

Term:	August 1, 2021 through July 31, 2026
Wages:	<ul style="list-style-type: none"> • 3.75% increase effective upon ratification • 3% increase effective 8/8/2022 • 3% increase effective 8/7/2023 • 3.25% increase effective 8/5/2024 • 3% increase effective 8/4/2025 • \$500 Signing Bonus upon ratification for FT/PT staff • Incentive Plan – target 1.5% of base pay based on Organizational metrics, effective FY22.
Differential:	OT/PT/Speech 4% differential when working in NICU 4+ hours
Education:	<p>Education reimbursement up to \$1,000 for Cath Lab Tech III, Clinical Pharmacist, Respiratory Care Practitioners.</p> <p>Certification Bonus increase to \$375 and available for “preferred” certifications</p>
Health Plan:	<ul style="list-style-type: none"> • Employee contributions to change effective January 1, 2022. • Biweekly employee medical premium: <ul style="list-style-type: none"> ➢ Employee Only: \$0 ➢ Employee Plus One: \$30 (increase \$10 in 2025) ➢ Employee and Family: \$60 (increase \$20 in 2025) • Biweekly employee dental premium: <ul style="list-style-type: none"> ➢ Employee Only: \$0 ➢ Employee Plus One: \$5 ➢ Employee and Family: \$10

*EDUCATION PROGRAM –
PHARMACY PRESENTATION*

(VERBAL)

(MILLER/CHOI)

*REPORT FROM THE PRESIDENT/
CHIEF EXECUTIVE OFFICER*

(VERBAL)

(PETE DELGADO)

PUBLIC INPUT

BOARD MEMBER COMMENTS

(VERBAL)

**REGULAR MEETING OF THE BOARD OF DIRECTORS
SALINAS VALLEY MEMORIAL HEALTHCARE SYSTEM**

**THURSDAY, OCTOBER 28, 2021 – 3:30 P.M.
DOWNING RESOURCE CENTER, ROOMS A, B & C
SALINAS VALLEY MEMORIAL HOSPITAL
450 E. ROMIE LANE, SALINAS, CALIFORNIA AND 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.

Present: President Victor Rey, Jr., Directors Regina M. Gage in person; Juan Cabrera, Richard Turner, Joel Hernandez Laguna by teleconference.

Also Present: Pete Delgado, President/Chief Executive Officer and Gary Ray, Esq., District Legal Counsel, in person.

A quorum was present and the meeting was called to order by President Victor Rey, Jr., at 4:04p.m.

Theodore Kaczmar Jr. M.D., Chief of Staff arrived in person at 4:14 p.m.

Director Joel Hernandez Laguna arrived in person at 4:21 p.m.

Director Juan Cabrera arrived in person at 4:25 p.m.

Closed Session

President Victor Rey, Jr., announced that the closed session items to be discussed in Closed Session as listed on the posted Agenda are: (1) Conference with Labor Negotiator concerning the National Union of Healthcare Workers, California Nurses Association, Local 39 and ESC Local 20; (2) Report Involving Trade Secret – strategic planning, proposed new programs and services; (3) Hearings/Reports – Report of the Medical Staff Quality and Safety Committee, Report of the Medical Staff Credentials Committee and Interdisciplinary Practice Committee.

The meeting was recessed into Closed Session under the Closed Session Protocol at 4:06 p.m. The Board completed its business of the Closed Session at 5:22 p.m.

Reconvene Open Session/Report on Closed Session

The Board reconvened Open Session at 5:22 p.m. President Rey announced that in Closed Session the Board discussed: (1) Conference with Labor Negotiator concerning the National Union of Healthcare Workers, California Nurses Association, Local 39 and ESC Local 20; (2) Report Involving Trade Secret – strategic planning, proposed new programs and services; (3) Hearings/Reports – Report of the Medical Staff Quality and Safety Committee and Report of the Interdisciplinary Practice Committee.

In Closed Session, the Board received and accepted the Medical Staff Quality and Safety Committee Report, Report of the Medical Staff Credentials Committee, and Report of the Interdisciplinary Practice Committee. No other action was taken by the Board.

President Rey announced that there will be no Extended Closed Session tonight.

Public Input

There was no Public input.

Education Program – Respiratory Care Presentation

Clement Miller, Chief Operating Officer, introduced Corina Clark, Respiratory Care Manager. Ms. Clark along with Delo Ginete, Respiratory Care Practitioner Registered, presented a PowerPoint presentation regarding the Respiratory Care Department's Initiatives.

Respiratory Care Top Initiatives:

- Established a workflow to safely transport COVID patients from ED to COVID units.
- Ventilator days – Target is 5 days or less and those are for patients who are on ventilators in the ICU, this excludes COVID patients.
- Initiated a workflow to decrease pressure injuries from airway devices on COVID patients.
- Improved the COPD education program for Respiratory Therapists by partnering with case management, transitional care, nursing and physicians.
- Ambulated our first mechanically ventilated patient in conjunction with physical therapy and nursing last week.

A video was shared of mock Respiratory Care patient transport of COVID patients used to train staff.

On October of 2020 during Respiratory Care Week, the Respiratory Care Department was recognized by The California Society for Respiratory Care (CSRC) as the 2020 Respiratory Therapy Department of Excellence. A brief video of the recognition was shared. The Respiratory Care Department was given the award for the Greater Bay Area Region. Recognition was received for respiratory care protocols in place at SVMH, weaning protocols to keep vent days of 5 days or less, COPD education and community outreach of Asthma Day Camp.

The Respiratory Care Department was also recognized by the American Association of Respiratory Care which is a national governing body. This past July, the 2021 Annual Dr. Mark Velcoff Asthma Camp celebrated its 36th year. The kids had a lot of fun that included fun activities, education and tools they can use for their everyday life. The Asthma Camp was also featured on KION and in the Monterey Herald recognizing SVMHS' contribution to the community for children with asthma.

Report from the President/Chief Executive Officer

Pete Delgado, President/CEO began his report with a Mission Moment featuring "This is COVID-19" by Steve Lisowski, RN. A summary of key highlights, centered around the pillars that are the foundation of the Hospital's vision for the organization, is as follows:

➤ Service

- Ms. Paulo, Chief Nursing Officer introduced Maura Baker, BSN, RN, RNC-LRN, Chair, Neonatal Intensive Care Unit (NICU) who reported as follows:
 - Bedside Communication: NICU uses bedside "white sheet" which focuses on communication with the nurse and encourages parents to be part of the care team by having a parent goal on the white sheet. There has been good feedback from the parents as it prepares them for care and safety of the newborn after discharge
 - Diaper Dermatitis: An increase was noted of diaper dermatitis (diaper rash). The UPC collaborated with managers and physicians to include in the orderset a barrier ointment with every diaper change. After this skincare protocol was implemented a 30-chart survey revealed there was not change in diaper dermatitis. It was determined due to COVID-19 and supply chain, the wipes were not consistent. After working with the COO, the NICU manager and materials management, this supply was standardized. Plan: Track for 6 months

- Upcoming Projects/Baby Cuddle: As an expansion of family centered care, whenever possible NICU patients will be allowed their “first cuddle” before admission into the NICU. Studies show this benefits both the patient and the parents

➤ Growth

- 2021 Aspire Health Plan Update presented by Scott Kelly, Cindy O’Brien and Melissa Hall
 - Sales and Marketing Update
 - Election Periods
 - What happens in Annual Election Period (AEP)
 - 2022 Plans and Premiums
- Epic Good Install Program presented by Mr. Rivera, Director Ambulatory Medical Informatics
 - The Good Install Program ties reimbursement metrics to project install categories/criteria
 - Using their program checklist, Epic estimated SVMHS would receive a \$70-120k incentive payment based upon expected Epic fees and the typical health system performance
 - SVMHS Epic Team met criteria for 7 categories and receive \$155,000 of reimbursement for surpassing program metrics:
 1. Knowledge Users
 2. Project Management
 3. Staying Current
 4. Operational Engagement
 5. Patient Experience
 6. Test Your Build
 7. Value From Data

➤ Quality

- Awards:
 - 2021 Honor Roll Award for Maternity Care
 - SVMHS is the only hospital in the region to be recognized as One of America’s 100 Best Hospitals for Spine Surgery
- Vaccination Update:
 - SVMHS Employee Vaccine Rate is at 96.8%, one of the highest vaccination rates in the County
- Staffing:
 - 142 staff on leave of absence (LOA)
 - Staffing levels remain safe, we have planned for this with 95 travelers on site, 33 travelers here soon and 38 more being hired

➤ Finance

- Industry News:
 - 10 hospitals closing departments, ending services/4 new hospital bankruptcies
 - CMS requests corrective action plan from 32 hospitals over undisclosed prices
 - 9 hospital deals called off
 - UnitedHealthcare launches virtual-first health plan
 - Amazon Care in-person services hits 4 cities, will soon add 5 more
 - Walmart launches go-to-market solution for self-insured plans
- Federal Update:
 - Spending growth driven by
 - Increase in insured population: 48 million (2010) vs. 30 million (2020)
 - Aging population, 60% increase in 65+ from 2000 – 2020
 - Chronic conditions

- State Update:
 - 2021-22 budget: record-breaking state surplus of \$76 billion = \$27 billion in federal aid
 - Budget:
 - Expand Medi-Cal coverage for 50 y/o and over
 - Invests in behavioral health
 - \$50 million to fund new primary care residency programs
 - OSHPD becomes Department of Health Care Access and Information (HCAI) pronounced “H-Kai”
 - Issues to watch in 2022:
 - Establishment of the Office of Health Care Affordability
 - Disaster readiness modernization
- People
 - STAR Summit was held the week of October 18 – 21, 2021
 - Modern Healthcare’s Top 25 Diversity Leaders 2021 honors Mr. Delgado. “Pete Delgado is the first minority CEO in the health system’s 68-year history. He has made diversity, equity and inclusion key priorities for the organization. Some of his efforts include conducting a cultural sensitivity assessment and building out programs to address DEI, increasing C-suite diversity, offering staff free Spanish lessons so they can better meet patient needs (79% of the area’s population are Latino); and supporting creation of a Spanish-language patient family advisory council. Under his leadership, the system also created a mobile clinic program offering free care daily to underserved populations.”
 - Congratulations to Director Gage for receiving the “Unsung Hero Award” from the Nonprofit Alliance of Monterey County (NAMC)
 - Employee Giving Campaign – presented by Mr. Wardwell, Chief Philanthropy Officer
- Community, presented by Ms. Laurent, Chief Communication Officer
 - World Clean Up Day with Blue Zones Project (BZP) at Natividad Creek Park drew approximately 40 volunteers
 - President Rey supported the Children’s Miracle Network (CMN) Radiothon
 - SVMHS Ask the Experts:
 - September 2021 featured Janna Oppenheim, MD of SVMC Primecare Salinas on topic of Treating Obesity
 - October 2021 featured Amy Lantis Stemerman, MD, Amanda Countryman, RN and Jessica Valero, RN of Nancy Ausonio Mammography Center on topic of Breast Health
 - Earned Media: Monterey Herald, KION546, KSBW, Times LIVE, Monterey County Medical Directory, FOX 10 and Modern Healthcare to name a few
 - SVMH Foundation presents a new version of a well-loved Central Coast automotive event, October 30th & 31st during the 2021 California International Airshow at Salinas Municipal Airport
 - 2021 Vaccine Total: 1076 Flu and 114 COVID-19
 - SVMHS Clinics: 428 Flu, 62 COVID-19
 - Gonzales Clinic: 296 Flu, 25 COVID-19
 - Palma Clinic: 352 Flu, 27 COVI-19

Board Member Comments

The Board of Directors congratulated Mr. Delgado for his national recognition: Top 25 Diversity Leaders in Healthcare 2021.

Director Gage was congratulated by Mr. Delgado and the rest of the Directors for receiving the “Unsung Hero” award from the Nonprofit Alliance of Monterey County (NAMC).

Consent Agenda – General Business

- A. Minutes of the Regular Meeting of the Board of Directors, September 30, 2021
- B. Financial Report
- C. Statistical Report
- D. Policies Requiring Board Approval
 - 1. Care of the Total Hip and Knee Replacement Surgery Patient

President Rey presented the consent agenda items before the Board for action. This information was included in the Board packet.

MOTION: The Board of Directors approves Consent Agenda – General Business, Items (A) through (D), as presented. Moved/Seconded/Roll Call Vote: Ayes: Rey, Gage, Cabrera, Turner; Hernandez Laguna; Noes: None; Abstentions: None; Absent: None; Motion Carried.

Reports on Standing and Special Committees

Quality and Efficient Practices Committee

Juan Cabrera, Committee Chair, reported the minutes from the Quality and Efficient Practices Committee Meeting of October 25, 2021, were provided to the Board. No action was taken by the Committee.

Finance Committee

Juan Cabrera, Committee Vice-Chair, reported the minutes from the Finance Committee Meeting of October 25, 2021, were provided to the Board. The Committee received a Financial Statistical Review Update. Background information supporting the proposed recommendation made by the Committee was included in the Board packet and summarized by Director Cabrera. The following recommendation was made by the Committee:

- 1. **Recommend Board approval for Limited Partnership Interest Sale and Purchase Agreement of Vantage Surgery Center, L.P. by and between STM, LLC. And Salinas Valley Memorial Healthcare System.**

No Public Comment.

MOTION: The Board of Directors approves 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 as presented. Moved/Seconded/Roll Call Vote: Ayes: Rey, Gage, Cabrera, Turner, Hernandez Laguna; Noes: None; Abstentions: None; Absent: None; Motion Carried.

Personnel, Pension and Investment Committee

Regina M. Gage, Committee Chair, reported the minutes from the Personnel, Pension and Investment Committee Meeting of October 26, 2021, were provided to the Board. Background information supporting the proposed recommendation made by the Committee was included in the Board packet and summarized by Director Gage. The following recommendation was made by the Committee:

1. **Recommend Board Approval of (i) the Findings Supporting Recruitment of Miguel Dorantes, MD (ii) the Contract Terms for Dr. Dorantes' Recruitment Agreement, and (iii) the Contract Terms for Dr. Dorantes' Family Medicine Professional Services Agreement**

No Public Comment.

MOTION: The Board of Directors makes the following findings supporting Recruitment of Miguel Dorantes, MD: (i) the recruitment of a family medicine physician to Taylor Farms Family Health & Wellness Center is in the best interest of the public health of the communities served by the District; and (ii) the recruitment benefits and incentives proposed for this recruitment are necessary in order to attract and relocate and appropriately qualified physician to practice in the communities served by the District; and Contract Terms for Dr. Dorantes' Recruitment Agreement, and Contract Terms for Dr. Dorantes' Family Medicine Professional Services Agreement are approved, as presented. Moved/Seconded/Roll Call Vote: Ayes: Rey, Gage, Cabrera, Turner, Hernandez Laguna; Noes: None; Abstentions: None; Absent: None; Motion Carried.

Transformation, Strategic Planning and Governance Committee

Joel Hernandez Laguna, Committee Chair, reported the minutes from the Corporate Compliance and Audit Committee Meeting of October 27, 2021, were provided to the Board. Background information supporting the proposed recommendation made by the Committee was included in the Board packet and summarized by Director Laguna. The following recommendation was made by the Committee:

1. **Recommend Board Approval of Appointment of Subject Matter Expert to Personnel, Pension and Investment Committee**

No Public Comment.

MOTION: The Board of Directors approve the appointment of subject matter expert to Personnel, Pension and Investment Committee as presented. Moved/Seconded/Roll Call Vote: Ayes: Rey, Gage, Cabrera, Turner, Hernandez Laguna; Noes: None; Abstentions: None; Absent: None; Motion Carried.

Consider Resolution No. 2021-04 In Support of California Governor's Office of Emergency Services Subrecipient Grant Award to Salinas Valley Memorial Healthcare System and Authorizing SVMHS Executives to Execute Grant Award Documents

Gary Ray, Esq., District Legal Counsel, reported Resolution No. 2021-04 In Support of California Governor's Office of Emergency Services Subrecipient Grant Award to Salinas Valley Memorial Healthcare System and Authorizing SVMHS Executives to Execute Grant Award Documents, for the Board's consideration, was included in the Board packet.

No Public Comment.

Director Laguna had questions that were answered by Mr. Hoffman, Chief Administrative Officer Business Development & Physician Integration

MOTION: The Board of Directors adopts Resolution No. 2021-04 In Support of California Governor's Office of Emergency Services Subrecipient Grant Award to Salinas Valley Memorial Healthcare System and Authorizing SVMHS Executives to Execute Grant Award Documents, as presented. Moved/Seconded/Roll Call Vote: Ayes: Rey, Gage, Cabrera, Turner, Hernandez Laguna; Noes: None; Abstentions: None; Absent: None; Motion Carried.

Consider Resolution No. 2021-05 Proclaiming a Local Emergency, Ratifying the Proclamation of a State of Emergency by Governor's State of Emergency Declaration on March 4, 2020, and Authorizing Remote Teleconference Meetings for the Period October 28 through November 26, 2021

Gary Ray, Esq., District Legal Counsel, reported Resolution No. 2021-05 Proclaiming a Local Emergency, Ratifying the Proclamation of a State of Emergency by Governor's State of Emergency Declaration on March 4, 2020, and Authorizing Remote Teleconference Meetings for the Period October 28 through November 26, 2021, for the Board's consideration, was included in the Board packet.

No Public Comment.

MOTION: The Board of Directors adopts Resolution No. 2021-05 Proclaiming a Local Emergency, Ratifying the Proclamation of a State of Emergency by Governor's State of Emergency Declaration on March 4, 2020, and Authorizing Remote Teleconference Meetings for the Period October 28 through November 26, 2021, as presented. Moved/Seconded/Roll Call Vote: Ayes: Rey, Gage, Cabrera, Turner, Hernandez Laguna; Noes: None; Abstentions: None; Absent: None; Motion Carried.

Report on Behalf of the Medical Executive Committee (MEC) Meeting of October 14, 2021, and Recommendations for Board Approval of the following:

The following recommendations from the Medical Executive Committee (MEC) Meeting of October 14, 2021, were reviewed by Theodore Kaczmar, Jr., M.D., Chief of Staff, and recommended for Board approval.

Recommend Board Approval of the Following:

- A. From the Credentials Committee:
 - 1. Credentials Committee Report
- B. From the Interdisciplinary Practice Committee:
 - 1. Interdisciplinary Practice Committee Report

Dr. Kaczmar announced the following information: new applicants for appointment; Resignation/Leave of Absence (LOA) requests, a new special procedure: Transcatheter Mitral Valve Repair (TMVR) MitraClip to the Cardiology and Cardiothoracic delineation of privileges and a change in Medical Staff Bylaws.

No Public Comment.

MOTION: The Board of Directors approves Recommendation (A) through (B) of the October 14, 2021, Medical Executive Committee Meeting, as presented. Moved/Seconded/Roll Call Vote: Ayes: Rey, Gage, Cabrera, Turner, Hernandez Laguna; Noes: None; Abstentions: None; Absent: None; Motion Carried.

Extended Closed Session

President Rey announced that there will be no Extended Closed Session.

Adjournment – The next Regular Meeting of the Board of Directors is scheduled for **Thursday, November 18, 2021 at 4:00 p.m.** There being no further business, the meeting was adjourned at 6:35 p.m.

Juan Cabrera
Secretary, Board of Directors

SALINAS VALLEY MEMORIAL HOSPITAL
SUMMARY INCOME STATEMENT
October 31, 2021

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

SALINAS VALLEY MEMORIAL HOSPITAL
 BALANCE SHEETS
 October 31, 2021

	<u>Current year</u>	<u>Prior year</u>
ASSETS:		
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	241,249,566	259,208,587
Other assets	190,452,550	191,877,196
Deferred pension outflows	<u>50,119,236</u>	<u>83,379,890</u>
	<u>\$ 1,049,607,350</u>	<u>\$ 1,067,690,358</u>
LIABILITIES AND EQUITY:		
Current liabilities	124,965,909	160,711,613
Long term liabilities	14,556,513	14,780,831
	83,585,120	126,340,336
Net assets	<u>826,499,808</u>	<u>765,857,578</u>
	<u>\$ 1,049,607,350</u>	<u>\$ 1,067,690,358</u>

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

	Month of October,				Four months ended October 31,			
	Actual	Budget	Variance	% Var	Actual	Budget	Variance	% Var
Operating revenue:								
Gross billed charges	\$ 193,504,217	\$ 196,628,325	(3,124,108)	-1.59%	\$ 808,125,317	\$ 780,155,583	27,969,734	3.59%
Deductions 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	\$ (1,219,262)	\$ 1,677,720	(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**

	<u>Month of October,</u>		<u>Four months ended October 31,</u>	
	<u>current year</u>	<u>prior year</u>	<u>current year</u>	<u>prior year</u>
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	<u>3,331</u>	<u>3,574</u>	<u>13,489</u>	<u>14,220</u>
Gross revenue:				
Medicare	\$ 87,017,776	\$ 84,931,476	\$ 355,721,409	\$ 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	<u>6,183,114</u>	<u>11,186,455</u>	<u>31,208,913</u>	<u>37,470,249</u>
Gross revenue	<u>193,504,217</u>	<u>197,873,138</u>	<u>808,125,317</u>	<u>763,079,668</u>
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	<u>(8,415)</u>	<u>3,596,342</u>	<u>1,992,669</u>	<u>6,393,586</u>
Deductions from revenue	<u>149,000,472</u>	<u>150,327,929</u>	<u>619,137,864</u>	<u>572,192,755</u>
Net patient revenue	<u>\$ 44,503,745</u>	<u>\$ 47,545,209</u>	<u>\$ 188,987,453</u>	<u>\$ 190,886,912</u>
Gross billed charges by patient type:				
Inpatient	\$ 101,958,348	\$ 107,266,579	\$ 421,763,882	\$ 406,441,909
Outpatient	65,203,186	69,165,816	276,469,382	271,521,127
Emergency room	<u>26,342,684</u>	<u>21,440,743</u>	<u>109,892,054</u>	<u>85,116,632</u>
Total	<u>\$ 193,504,218</u>	<u>\$ 197,873,138</u>	<u>\$ 808,125,318</u>	<u>\$ 763,079,668</u>

**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	592,289	715,415	3,955,863	4,009,000
Total operating revenue	<u>45,096,034</u>	<u>48,260,624</u>	<u>192,943,316</u>	<u>194,895,912</u>
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	<u>40,534,652</u>	<u>41,857,055</u>	<u>164,842,685</u>	<u>164,950,413</u>
Income from operations	<u>4,561,382</u>	<u>6,403,569</u>	<u>28,100,631</u>	<u>29,945,499</u>
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	<u>(5,780,644)</u>	<u>(4,483,004)</u>	<u>(11,955,383)</u>	<u>(9,894,819)</u>
Operating and non-operating income	(1,219,262)	1,920,565	16,145,248	20,050,680
Net assets to begin	<u>827,719,070</u>	<u>763,937,013</u>	<u>810,354,560</u>	<u>745,806,898</u>
Net assets to end	<u>\$ 826,499,808</u>	<u>\$ 765,857,578</u>	<u>\$ 826,499,808</u>	<u>\$ 765,857,577</u>
Net income excluding non-recurring items				
Net income excluding non-recurring items	\$ (1,219,262)	\$ 1,741,493	\$ 15,663,470	\$ 19,451,134
Non-recurring income (expense) from cost report settlements and re-openings and other non-recurring items	<u>0</u>	<u>179,072</u>	<u>481,778</u>	<u>599,546</u>
Operating and non-operating income	<u>\$ (1,219,262)</u>	<u>\$ 1,920,565</u>	<u>\$ 16,145,248</u>	<u>\$ 20,050,680</u>

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

	<u>Month of October,</u>		<u>Four months ended October 31,</u>	
	<u>current year</u>	<u>prior year</u>	<u>current year</u>	<u>prior year</u>
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	<u>\$ 592,289</u>	<u>\$ 715,415</u>	<u>\$ 3,955,863</u>	<u>\$ 4,009,000</u>
Detail of investment income:				
Bank and payor interest	\$ 93,877	\$ 163,108	\$ 382,374	\$ 657,351
Income from investments	(1,615,270)	198,669	(2,690,560)	428,111
Gain or loss on property and equipment	0	0	25,625	0
Total	<u>\$ (1,521,393)</u>	<u>\$ 361,778</u>	<u>\$ (2,282,561)</u>	<u>\$ 1,085,462</u>
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	0	0	0	0
Cardiology Clinic	(539,812)	(431,363)	(1,752,741)	(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	(66,151)	(52,809)	(285,278)	(257,396)
Pediatric Diabetes	(34,778)	8,343	(175,038)	(117,446)
Neurosurgery	(47,697)	(12,853)	(100,245)	(83,225)
Multi-Specialty-RR	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	(56,860)	13,615	59,998	51,510
21st Century Oncology	547	8,392	121,015	(86,598)
Monterey Bay Endoscopy Center	41,438	25,032	159,715	547,134
Total	<u>\$ (4,759,251)</u>	<u>\$ (5,344,782)</u>	<u>\$ (11,672,822)</u>	<u>\$ (12,980,281)</u>

**SALINAS VALLEY MEMORIAL HOSPITAL
BALANCE SHEETS
October 31, 2021**

	Current year	Prior year
A S S E T S		
Current assets:		
Cash and cash equivalents	\$ 323,676,564	\$ 298,986,835
Patient accounts receivable, net of estimated uncollectibles of \$19,612,611	77,386,170	80,908,594
Supplies inventory at cost	8,030,814	8,663,882
Other current assets	12,049,132	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	36,210,359	45,766,080
Other capital assets, net of depreciation	205,039,207	213,442,507
Total capital assets	241,249,566	259,208,587
Other assets:		
Investment in Securities	147,029,222	149,243,603
Investment in SVMC	14,217,857	15,006,781
Investment in Aspire/CHI/Coastal	3,612,579	3,711,954
Investment in other affiliates	22,513,646	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	\$ 52,540,078	\$ 56,704,290
Due to third party payers	54,910,575	86,338,169
Current portion of self-insurance liability	17,515,256	17,669,155
Total current liabilities	124,965,909	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	241,249,566	259,208,587
Unrestricted	585,250,242	506,648,991
Total net assets	826,499,808	765,857,578
	\$ 1,049,607,350	\$ 1,067,690,358

SALINAS VALLEY MEMORIAL HOSPITAL

PATIENT STATISTICAL REPORT

For the month of Oct and four months to date

	<u>Month of Oct</u>		<u>Four months to date</u>		<u>Variance</u>
	<u>2020</u>	<u>2021</u>	<u>2020-21</u>	<u>2021-22</u>	
<u>NEWBORN STATISTICS</u>					
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
<u>ADULTS & PEDIATRICS</u>					
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 Average Length 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%

SALINAS VALLEY MEMORIAL HOSPITAL

PATIENT STATISTICAL REPORT

For the month of Oct and four months to date

	<u>Month of Oct</u>		<u>Four months to date</u>		<u>Variance</u>
	<u>2020</u>	<u>2021</u>	<u>2020-21</u>	<u>2021-22</u>	
<u>PATIENT DAYS BY LOCATION</u>					
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)
<u>PERCENTAGE OF OCCUPANCY</u>					
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%	

SALINAS VALLEY MEMORIAL HOSPITAL
PATIENT STATISTICAL REPORT
For the month of Oct and four months to date

	<u>Month of Oct</u>		<u>Four months to date</u>		<u>Variance</u>
	<u>2020</u>	<u>2021</u>	<u>2020-21</u>	<u>2021-22</u>	
<u>DELIVERY ROOM</u>					
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%
<u>OPERATING ROOM</u>					
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)
<u>EMERGENCY ROOM</u>					
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	<u>3,675</u>	<u>4,916</u>	<u>17,330</u>	<u>19,796</u>	<u>2,466</u>

SALINAS VALLEY MEMORIAL HOSPITAL
PATIENT STATISTICAL REPORT
For the month of Oct and four months to date

	<u>Month of Oct</u>		<u>Four months to date</u>		<u>Variance</u>
	<u>2020</u>	<u>2021</u>	<u>2020-21</u>	<u>2021-22</u>	
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	<u>35,856</u>	<u>30,740</u>	<u>130,842</u>	<u>128,753</u>	<u>-2,089</u>
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	<u>56,727</u>	<u>55,498</u>	<u>214,179</u>	<u>222,388</u>	<u>8,209</u>
BLOOD BANK					
Units processed	<u>368</u>	<u>215</u>	<u>1,180</u>	<u>1,091</u>	<u>-89</u>
ELECTROCARDIOLOGY					
In-patient procedures	922	851	3,662	3,657	-5
Out-patient procedures	394	385	1,613	1,591	-22
Emergency room procedures	791	908	3,248	3,943	695
Total procedures	<u>2,107</u>	<u>2,144</u>	<u>8,523</u>	<u>9,191</u>	<u>668</u>
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	<u>184</u>	<u>177</u>	<u>669</u>	<u>740</u>	<u>71</u>
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	11	4	-7
Total studies	<u>532</u>	<u>605</u>	<u>1,940</u>	<u>2,271</u>	<u>331</u>
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	<u>162</u>	<u>165</u>	<u>774</u>	<u>705</u>	<u>-69</u>

SALINAS VALLEY MEMORIAL HOSPITAL
PATIENT STATISTICAL REPORT
For the month of Oct and four months to date

	<u>Month of Oct</u>		<u>Four months to date</u>		<u>Variance</u>
	<u>2020</u>	<u>2021</u>	<u>2020-21</u>	<u>2021-22</u>	
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	<u>220</u>	<u>171</u>	<u>759</u>	<u>708</u>	<u>-51</u>
RADIOLOGY					
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	1,073	1,289	4,352	5,044	692
Total patient procedures	<u>3,187</u>	<u>2,910</u>	<u>12,356</u>	<u>11,637</u>	<u>-719</u>
MAGNETIC RESONANCE IMAGING					
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	<u>306</u>	<u>253</u>	<u>1,130</u>	<u>1,005</u>	<u>-125</u>
MAMMOGRAPHY CENTER					
In-patient procedures	3,311	3,921	12,152	14,484	2,332
Out-patient procedures	3,288	3,880	12,094	14,359	2,265
Emergency room procedures	0	1	0	8	8
Total procedures	<u>6,599</u>	<u>7,802</u>	<u>24,246</u>	<u>28,851</u>	<u>4,605</u>
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	<u>102</u>	<u>87</u>	<u>362</u>	<u>366</u>	<u>4</u>
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	<u>109,976</u>	<u>103,776</u>	<u>416,803</u>	<u>423,029</u>	<u>6,226</u>
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	<u>20,116</u>	<u>17,241</u>	<u>75,311</u>	<u>79,067</u>	<u>3,756</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	0	0	0	0	0
Total treatments	<u>2,651</u>	<u>2,642</u>	<u>10,442</u>	<u>10,450</u>	<u>8</u>

SALINAS VALLEY MEMORIAL HOSPITAL

PATIENT STATISTICAL REPORT

For the month of Oct and four months to date

	Month of Oct		Four months to date		Variance
	2020	2021	2020-21	2021-22	
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					
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

*QUALITY AND EFFICIENT
PRACTICES COMMITTEE*

*Minutes from the November 15, 2021 meeting of
the Quality and Efficient Practices Committee
will be distributed at the Board Meeting*

(JUAN CABRERA)

FINANCE COMMITTEE

*Minutes from the November 15, 2021 meeting
of the Finance Committee will be
distributed at the Board Meeting*

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

(RICHARD TURNER)

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

Board Paper: Finance Committee

Agenda Item: **Consider Recommendation for Board of Directors 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
P O : SVMH
Net Order Cost: 720.13

This is not an invoice

of Affidavits 1

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:

SVMH OB Cesarean Conversion

General Description. 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, SVMHS 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, but not limited to, new electrical panel and distribution, modifications to the existing medical gas and heating, ventilation and air conditioning system and installation of a new surgical boom light and general room lighting.

Bids. Sealed bids will be received by SVMHS at the Construction Office 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 Directors meeting for appropriate action. All Bid Proposals shall be submitted on forms furnished by SVMHS. Bid Proposals must conform with, and be responsive to, the Bid and Contract Documents, copies of which may be obtained from 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 Letter (including acknowledgement of receipt of Addenda)
2. List of Subcontractors
3. Statement of Bidder's Qualifications
4. Compliance with Immigration Reform and Control Act of 1986
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 535 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. **Bid and Contract Documents.** Requests for digital versions of the Documents shall be addressed to Salinas Valley Memorial Healthcare System, Attn: Derek Bogaard (derek@bogardconstruction.com). The Central Coast Builder's Exchange has all bid documents available for Bidders (Visit URL: <http://www.ccbabuilds.com/>).

Labor & Material Payment 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 project as set forth in California Civil Code Section 3248. The bonds shall be secured through a surety company approved by SVMHS and paid for by the Prime Contractor.

Bid Acceptance/Rejection. 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 Board of Directors to the responsible Bidder submitting the lowest responsive Bid Proposal. If Alternate Bid Items are included in the bidding, the lowest priced Bid Proposal will be determined 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.

Contractor License Classification. In accordance with the provisions of California Public Contract Code §3300, SVMHS requires that Bidders 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 imposed 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 awarded the Contract is properly and duly licensed to perform the Work.

Prevailing Wage. Minimum prevailing wage rates are required to be paid for each craft, classification, or type of worker needed to execute 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)

SALINAS VALLEY MEMORIAL HEALTHCARE SYSTEM
 PROJECT: OB Cesarean Conversion
 PROJECT CIP: 01.1250.3610
 PROJECT LOCATION: 450 E Romie Lane, Salinas CA 93901
 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
a	Bid Letter	✓	✓	✓
b	Addenda	✓	✓	✓
c	List of Subcontractors	✓	✓	✓
d	Disqualification Questionnaire	✓	✓	✓
e	Insurance Requirements	✓	✓	✓
f	Non-Collusion Affidavit	✓	✓	✓
g	Bid Bond (Security)	✓	✓	✓
h	Alternate Bid Item Proposal	✗	✗	✗

Board Paper: Finance Committee

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:

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: SmithKarnig Architecture

Budget Generated at Design Development

Budget Date: 3/2/2021

Print Date: 3/4/2021

APPROVED



BUDGET SUMMARY

Line Item	Description	Original Budget	Notes	Cash Flow	
				FY21 Projection	FY22 Projection
1	Construction				
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
3	Inspections and Consultation				
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
4	AHJ Fees				
0400	OSHDP	\$13,161	Agency Fees	\$11,845	\$1,316
5	Soft Costs				\$0
0502	Construction Management - PM/CM	\$150,000	Program Management	\$75,000	\$75,000
7	FF&E				
0701	Medical Equipment				
	Skytron Surgical Light	\$29,029		\$0	\$29,029
	Surgical Table	\$38,329		\$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
	Anesthesia Pyxis	\$25,078		\$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.

Selection process. 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:

Service People Quality Finance Growth 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).

Exhibit 1

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 – 9:00AM & 3:10PM – 5:47PM
Shuttle #2	6:45AM – 8:54AM & 3:15PM – 5:55PM
Shuttle #3	6:10AM – 9:04AM & 3:00PM – 6:10PM
Shuttle #4	6:10AM – 8:49AM & 3:00PM – 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

By: _____
Pete Delgado, President/CEO

Todd Fedde, President

Date: _____

Date: _____



Corinthian

Ground Transportation Services

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
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Currently Shuttle Scheduled departure times by vehicle/route:

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

*monthly estimates based on 21-service days

CharterUP

Checkout

Quote #
263033

Billing Contact

First Name	Last Name
Earl	Strotman
Email Address	Phone Number
estrotman@svmh.com	(831) 759-1987

Primary Passenger

This number will receive text messages regarding driver information and trip updates

Earl Strotman
(831) 759-1987
estrotman@svmh.com

1	Address 241 Abbott St, Salinas, CA 93901, USA	Pickup Date 12/1/2021 6:00 AM
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2	Address 450 E Romie Ln, Salinas, CA 93901, USA	Dropoff Date 12/1/2021 6:00 PM
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Trip Description

12/1/2021-12/31/2021

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

Trip Type Shuttle	Passengers 24	Vehicle 1 Mini Bus	Drivers 1	Recurrence 23 days
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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 People 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)
<u>Operational Expense for GE Healthcare</u> <u>5 year Service Agreement</u>	\$177,225.00 (\$35,445 per year for 5 years to start in 2023 after 1 year warranty)

Recommendation

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.

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 (“GE Healthcare”), 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”). “Agreement” 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 (“Quotation Acceptance”). 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

Signature: _____

Print Name: _____

Title: _____

Date: _____

Purchase Order Number, if applicable

GE Medical Systems, Ultrasound & Primary Care Diagnostics, LLC, a GE Healthcare business

Signature: Megan Wise

Title: Product Sales Specialist, CardioVascular, ULS

Date: October 1, 2021



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

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

<u>List Price</u>	<u>Discount</u>	<u>Net Price</u>
\$289,000.00	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, cSound™. 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

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 EchoPAC™/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 AVQ
- 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	
		<u>List Price</u>	<u>Discount</u>	<u>Net Price</u>
		\$14,000.00	55.00%	\$18,900.00

Wideband Linear Array Probe. Applications vary depending on the ultrasound system and may 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	
		<u>List Price</u>	<u>Discount</u>	<u>Net Price</u>
		\$50,000.00	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

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

<u>List Price</u>	<u>Discount</u>	<u>Net Price</u>
\$1,400.00	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 Price</u>	<u>Discount</u>	<u>Net Price</u>
\$50,000.00	55.00%	\$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 3rd 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 is 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

List Price	Discount	Net Price
\$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 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

List Price	Discount	Net Price
\$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.

Line	Qty.	Catalog	
8	3.00	H45591HS	Wireless USB adapter

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

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 (“Addendum”), effective on **October 1, 2021**, between the GE Healthcare business identified on the Quotation and **Salinas Valley Memorial Hospital** (“Customer”), is made a part of Quotation # **2007735765.6** ^ dated **October 1, 2021** (“Quotation”) 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.	<u>Model & Description</u>	<u>Quantity</u>	System ID*	Trade-In Amount (\$)
GENERAL ELECTRIC	VE9010250 VIVID E9 4D BT13 XD CLEAR 17INCH Trade-in	1.00	VE9010250	\$ 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

Signature: _____

Print Name: _____

Title: _____

General Electric Company, through its division, GE Healthcare

Signature: _____

Print Name: _____

Title: _____

Date: _____

Date: _____

[^] 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).



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

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: <https://securityupdate.gehealthcare.com/en/products>

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: Connect@VizientInc.com 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 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



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 (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

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.

<p>Customer (please complete all fields):</p> <p>Approved By: _____ Title: _____</p> <p>Email: _____ Phone: _____</p> <p>Signature: _____ Date: _____</p>	<p>GE Precision Healthcare LLC, a GE Healthcare business:</p> <p>Approved By: _____ Title: _____</p> <p>Signature: _____ Date: _____</p>
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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/Goal Alignment

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**

Capital Equipment Purchase Request **\$501,501.20** (\$459,040.00 + 42,461.20 (Tax))
Spectrum Dynamics

Operational Expense for Spectrum Dynamics **\$180,000.00** (5 year service agreement to start in 2023 after
5 year Service Agreement 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.
 301 N. Cattlemen Rd. Suite 109
 Sarasota, FL 34232
 USA
 Phone #: +1-941-256-3660
 Fax #: +1-941-256-3662

Date	10/20/2021
Quote Exp. date	12/20/2021

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

Ship To:
 Salinas Valley Memorial Healthcare System

Bill To:
 Salinas Valley Memorial Healthcare System

230 San Jose Street
 Salinas CALIFORNIA 93901
 United States
 Email:
 Tel:

450 E Romie Ln
 Salinas CALIFORNIA 93901-4098
 United States
 Email:
 Tel:

Buying Group: Vizient

Contract: XR0270

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

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

Item Number	Quantity	Description	Sell Price (\$)
8010120-01	1.00	<p>Description for Ln 1. D-SPECT Cardio, 110V The D-SPECT Cardio system is a dedicated nuclear cardiology solid state gamma camera for fast imaging, with superior performance in sensitivity and resolution.</p> <p>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</p> <p>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</p> <p>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</p> <p>4) IVY Biomedical Model 7600 Cardiac Trigger Monitor *Spectrum reserves the right to substitute an equivalent make and model, if the 7600 is unavailable.</p> <p>5) POWERVAR Uninterruptible Power Manager Model # ABCE1440-11IEC</p> <p>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.</p> <p>** Note: Specifications are subject to change without notice. **Cardiac Quantitative Software is NOT included**</p>	446,600
8010158-01	1.00	<p>Description for Ln 2. S/W Cedars 2017 Deluxe-Fixed-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.</p>	11,700

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 ("Spectrum") only under the terms and conditions described below. The quotation and these terms are referred together as the "Agreement".

Price.

This quotation is subject to change or withdrawal prior to written acceptance by the customer ("Customer") 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 initiated 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 other than in accordance with the product specifications or applicable written product instructions; 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 manufactured by means of the products purchased under this quotation, or based upon the amount of use of the product 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

Ship To:
 Salinas Valley Memorial Healthcare System
 VIZIENT

230 San Jose Street
 Salinas CALIFORNIA 93901
 United States
 Email:
 Tel:

Bill To:
 Salinas Valley Memorial Healthcare System
 VIZIENT

450 E Romie Ln
 Salinas CALIFORNIA 93901-4098
 United States
 Email:
 Tel:

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

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

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301 N. Cattlemen Rd. Suite 109
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Sales Person	Art Leonardo
Tel	(480) 250-5276
Email	artl@spectrum-dynamics.com

Ship To:
Salinas Valley Memorial Healthcare System
VIZIENT

230 San Jose Street
Salinas CALIFORNIA 93901
United States
Email: trippley@svmh.com
Tel: C: 831-682-6227

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 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.

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. Monday - Friday	1 hour - Telephone 8 hours - Onsite	2 visits	98%

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

 (By) (Signature)

 (Name and Title)

 (Acceptance Date)

 (By) (Signature)

 (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)

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 Purchase Orders Required? Yes \ No Are you Tax Exempt? Yes \ No (If "yes", please fax a 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 diagnostic 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 nature used in an effort to support certified 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 through 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-cancellable by the Customer and will be 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 other 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 BE 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 contained in this agreement (including, but not limited to, the inclusion of Customer's own 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 given at the time it is delivered.

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.

*PERSONNEL, PENSION AND
INVESTMENT COMMITTEE*

*Minutes from the November 16, 2021 meeting
of the Personnel, Pension and Investment
Committee will be distributed at
the Board Meeting*

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

(REGINA M. GAGE)

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

Board Paper: Personnel, Pension and Investment Committee

Consider Recommendation for Board Approval of Findings Supporting Recruitment of Physicians to Community Medical Groups and Practices and Approval of Recruitment Incentives

Executive Sponsor: Allen Radner, MD, Chief Medical Officer
 Clint Hoffman, CAO Physician Integration & Business Development

Date: November 4, 2021

Executive Summary

In consultation with members of the SVMH medical staff, consistent with SVMHS physician recruitment policies and procedures, and in compliance with requirements of Stark Law, SVMHS executive management has identified the recruitment of physicians in certain medical specialties as a recruiting priority for the hospital's service area.

The Medical Staff Development Plan, completed by ECG Management Consultants in October 2019, identified the specialties of Gastroenterology, Pediatrics, and Urology as recommended priorities for recruitment. Recruitment for hospital-based specialties of Anesthesia, Emergency Medicine, Pathology, and Radiology are most appropriately evaluated based on the needs of the hospital to ensure appropriate levels of coverage to meet patient care needs. Service line volumes and program coverage needs are the primary drivers of recruitment to these specialties.

To support physician recruitment to the District's service area, SVMHS collaborates with local medical groups and practices in the recruiting process through contributions to the costs of recruiting firms and associated recruitment expenses, and contributions to incentives paid to physicians that relocate to our community.

At this time, the following medical groups and practices have requested financial support from SVMHS in the recruitment of physicians to practice in the community with their respective medical group or practice:

Specialty	Group/Practice	FTE(s)
Anesthesia	Cypress Coast Anesthesia Medical Group	1
Emergency Medicine	Salinas Valley Emergency Medical Group	1
Gastroenterology	Monterey Bay GI Associates Medical Group	1
Gastroenterology	Los Palos Gastroenterology	1
Pathology	Salinas Pathology Medical Group, Inc.	1
Pediatrics	St. Junipero Children's Clinic	2
Pediatrics	Salinas Pediatric Medical Group	2
Radiology	Salinas Valley Radiologists, Inc.	1
Urology	Salinas Valley Urology Associates	1
Total FTEs		11

Financial support for each of these recruitments includes approximately \$30,000 in recruitment fees and between \$30,000 and \$45,000 in incentive payments to physicians that are structured as two-year forgivable loans. The total financial request for recruitment of the above 11 FTEs is a total amount not to exceed \$335,000 in recruiting firm fees and \$385,000 in incentive payments to physicians for a total of \$720,000 that will be expended over the course of the next year as our recruitment team works to fill these vacancies.

The recruitment fees and incentive compensation were budgeted at \$169,000 as part of our annual budget for physician recruitment. However, several unanticipated requests for community recruitment support and a more challenging recruitment environment requires a change to our support levels. Historically, our process has been to bring specific candidates and requests for financial recruitment support to the Board after a candidate has been identified and terms have been negotiated between the practice and the recruited physician. In these instances, independent community physician practices are securing a commitment based on the expectation of financial support from SVMHS and we plan to request Board approval of these financial commitments in advance as we identify needs for future recruitments.

Required Documents

The proposed physician recruitments will require the execution of a Physician Recruitment Agreement among SVMHS, the Medical Group or Practice, and the Physician. A template of the Physician Recruitment Agreement is attached for your review.

Meeting our Mission, Vision, Goals

Strategic Plan Alignment:

The recruitment of certain specialty physicians is aligned with our strategic priority for growth. We continue to support the local community physicians and private practice offices that provide care to our patients both in the hospital and the clinics. This investment provides a platform for growth that can be developed to better meet the needs of the residents of our District by increasing access to necessary care.

Pillar/Goal Alignment:

Service People Quality Finance Growth Community

Financial/Quality/Safety/Regulatory Implications

The addition of physicians from these specialties to the community has been identified as a need for recruitment and demonstrates the support from Salinas Valley Memorial Healthcare System to community practices. The recruitment incentive proposed for the recruitments is within fair market value and is commercially reasonable.

Recommendation

Administration requests that the Personnel, Pension and Investment Committee recommend to the SVMHS Board of Directors to take the following actions:

1. The Board makes the following findings supporting the recruitment of the physicians in the specialties of anesthesia, emergency medicine, gastroenterology, pathology, pediatrics, radiology, and urology:
 - The assistance by SVMHS in the recruitment of physicians in the specialties of anesthesia, emergency medicine, gastroenterology, pathology, pediatrics, radiology, and urology by community medical groups and practices is in the best interest of the public health of the communities served by the District; and

- The recruitment incentives requested by the community medical groups and practices and supported by SVMHS for these recruitments are necessary in order to attract and relocate appropriately qualified physicians to practice in the communities served by the District.
2. Approve the recruitment support to community medical groups and practices and the recruitment incentives for the medical specialties of anesthesia, emergency medicine, gastroenterology, pathology, pediatrics, radiology, and urology to be set forth in Recruitment Agreements among SVMHS, the community medical groups and practices, and the physicians.

Attachments:

- SVMHS Physician Recruitment Agreement

**SALINAS VALLEY MEMORIAL HEALTHCARE SYSTEM
PHYSICIAN RECRUITMENT AGREEMENT**

(<Physician Name> and <Medical Group Name>)

This Physician Recruitment Agreement (“Agreement”) is made effective on *<Effective Date>* (“Effective Date”), by and among **Salinas Valley Memorial Healthcare System**, a local health care district organized and operating pursuant to Division 23 of the California Health & Safety Code (“SVMHS”), *<Physician Name>*, a physician specializing in *<Specialty>* (“Physician”), and *<Medical Group Name>*, a California professional medical corporation (“Group”). SVMHS, Physician, and Group are referred to as the “Parties” and individually as a “Party.”

RECITALS

- A. SVMHS owns and operates Salinas Valley Memorial Hospital, a general acute care hospital located at 450 East Romie Lane, Salinas, California (“Hospital”). SVMHS provides health care services to residents of the district and surrounding communities (“Service Area”). Group is a California professional medical corporation providing medical services in the Service Area. Physician intends to practice her specialty with Group in the Service Area.
- B. SVMHS has determined that there is a shortage of, and a need for, a physician specializing in *<Specialty>* medicine in the Service Area. The shortage of such a physician jeopardizes SVMHS’ ability to provide such health care services to residents of the Service Area. SVMHS also has determined that such shortage is not likely to resolve itself through market forces, but that financial support will have to be offered if the appropriate physician is to relocate to the Service Area.
- C. To facilitate its goal of providing medical services in the Service Area, SVMHS has determined that it must provide certain incentives in order to enable a physician specializing in *<Specialty>* medicine to join a practice in the Service Area. SVMHS has determined that the incentives set forth in this Agreement meet a community need and promote SVMHS’ mission and goal of providing health care services to all residents in the Service Area who need such care.
- D. Physician is duly licensed to practice medicine in the State of California and is qualified to provide medical services in Physician’s specialty (“Professional Services”). Physician is prepared to join Group in order to practice in the Service Area and to provide Professional Services, in return for the financial assistance provided in this Agreement.
- E. SVMHS has determined that the financial assistance required by Physician to relocate is justified by the benefit to patients in the Service Area. Accordingly, SVMHS is prepared to offer a financial assistance to Physician under the terms and conditions set forth in this Agreement. Physician hereby acknowledges and agrees that the financial assistance provided by SVMHS under this Agreement is reasonable and not in excess of fair market value, which is not determined in a manner that takes into account the volume or value of any actual or anticipated referrals by Physician or Group to Hospital. Physician and SVMHS shall enter into an unsecured Promissory Note, attached as Exhibit A to this Agreement, for any payments made under this Agreement.
- F. SVMHS, Physician and Group wish to enter into this Agreement in order to set forth a full statement of the terms of this recruiting arrangement, which all Parties acknowledge is necessary in order to allow Physician to relocate to the Service Area and to provide Professional Services to its residents.

The Parties agree as follows:

Article 1 Duties of Physician and Group

- 1.1 Full-Time Practice. Physician shall conduct a full-time practice with Group in Physician’s specialty within the Service Area as determined by Hospital, with Group’s office being open during normal business hours on normal working days. Physician shall commence Physician’s practice with Group in accordance with this Agreement on or about *<Start Date>* (“**Start Date**”). Physician shall comply with the requirements of this Agreement in order for Physician to begin practicing on the Start Date.

- 1.2 Services to Patients, Billing and Collection. Physician shall provide services under this Agreement to private pay patients and to Medicare patients at a level which is at least consistent with the custom and practice in the community. Group shall be responsible for billing and collecting for Physician's Professional Services on a timely, consistent, accurate and commercially reasonable basis.
- 1.3 Employment by Group. Physician has selected Group with whom Physician intends to be employed in the practice of Physician's specialty. Physician has agreed to this employment voluntarily and without inducement or influence of SVMHS. Physician shall use reasonable, good-faith efforts to maintain this employment during the term of the Agreement. The termination of Physician's employment shall not in any way affect Physician's, Group's, or SVMHS' obligations under this Agreement.
- 1.4 Duties of Group. Group shall use best effort to provide Physician with a stable, productive work environment and shall take steps reasonably necessary to promote the growth of Physician's practice.

Article 2 Standards

- 2.1 Licensure and Board Certification. Physician shall maintain California licensure in good standing during the term of this Agreement. Physician shall be board certified or board eligible in <Specialty> medicine during the term of this Agreement.
- 2.2 Medical Staff Standing and Hospital Regulations. Physician shall be responsible for obtaining and maintaining active status and membership on Hospital's Medical Staff with appropriate privileges and shall be subject to all of the responsibilities of that membership. In the event that Physician loses active Medical Staff membership or privileges, this Agreement shall terminate immediately. Physician shall comply with all applicable bylaws, rules and regulations, and policies of the Hospital and the Hospital's Medical Staff.
- 2.3 Corporate Compliance Program. Group and Physician shall support and comply with Hospital's Corporate Compliance Program, as applicable to this Agreement. Group and Physician shall comply with all policies and procedures adopted by Hospital in support of the Corporate Compliance Program.

Article 3 Term & Termination

- 3.1 Term. The term of this Agreement shall commence on the Effective Date of this Agreement and continue until the later of two (2) years from the Start Date of this Agreement, or until all sums are repaid or forgiven under the terms of this Agreement.
- 3.2 Prohibition on New Agreement. If terminated within less than twelve (12) months, the Parties shall refrain from entering into another contract with each other covering the same subject matter for at least twelve (12) months from the Effective Date of this Agreement.
- 3.3 Immediate Termination by SVMHS. SVMHS may terminate this Agreement immediately upon the occurrence of any of the following events: (i) Loss or suspension of Physician's license to practice medicine, Physician's conviction of a felony or any crime involving moral turpitude, or Physician's failure to maintain Physician's status as a member of the Hospital Medical Staff with appropriate privileges; or (ii) Physician's appointment of a receiver for Physician's assets, assignment for the benefit of Physician's creditors, or any relief taken or suffered by Physician under any bankruptcy or insolvency act.
- 3.4 Termination Due to Total Disability. Either Party shall have the right to terminate this Agreement in the event of total disability of Physician. Physician shall be deemed to suffer a "total disability" if Physician becomes physically or mentally incapacitated for more than three (3) months as shown by inability to perform all or substantially all of the material obligations of this Agreement, and which disability is likely, in the opinion of a physician mutually designated by Physician and SVMHS, to persist for six (6) months following the date of determination of said physician.
- 3.5 Termination Not Subject to Fair Hearing. It is agreed between the parties that should this Agreement be terminated for any reason, such decision to terminate and actual termination shall apply to rights under this Agreement only and not to Physician's medical staff privileges or membership of the Medical Staff of Hospital. The termination of this Agreement shall not be subject to the Fair Hearing Plan of the Medical Staff Bylaws, any hearing procedures provided by Local Health Care District Law, or any other Fair Hearing procedures regarding medical staff appointments or privileges.

- 3.6 Effect of Termination. Following expiration or termination of the Agreement for any reason, the Parties shall cooperate in the resulting transition in a manner that serves the best interests of the patients of SVMHS. Termination of this Agreement shall have no effect on Physician's Medical Staff membership or clinical privileges at the Hospital, which will continue unless terminated in accordance with the Hospital's Medical Staff Bylaws. Termination of this Agreement shall not affect the obligation of Physician to repay money as otherwise provided in this Agreement.

Article 4 Recruitment Incentive

- 4.1 Recruitment Incentive. As part of the consideration for Physician entering into and complying with the terms and conditions of this Agreement and provided that Physician commences practice in the Service Area consistent with the terms of this Agreement by the Start Date, SVMHS shall pay to Physician a recruitment incentive in the amount of *<Incentive Amount>* Dollars (\$____,000.00) on or about the Effective Date of this Agreement. Physician agrees that (i) this amount is reasonable and necessary to secure Physician's relocation and Physician's services under this Agreement, (ii) this amount is not in excess of fair market value, and (iii) this amount is not made in consideration for the referral of patients by Physician or Group to SVMHS or its affiliates.
- 4.2 Repayment. If either Party terminates this Agreement prior to the expiration of two (2) years from the Start Date, Physician shall be obligated to repay to SVMHS a pro-rated amount of the payment advanced by SVMHS to Physician pursuant to Section 4.1 of this Agreement, plus interest at an annual rate equal to the most recent prime rate published in the Wall Street Journal (or any successor publication) from time to time ("Prime Rate"), plus one percent (1.0%), payable monthly.

For example, if this Agreement is terminated after ten (10) months, Physician shall repay to SVMHS 14/24ths of the recruitment incentive, plus ten (10) months of accrued interest at an annual rate equal to the Prime Rate, plus one percent (1.0%), payable monthly. Such repayment shall be made within ninety (90) days of the event triggering Physician's repayment obligation. If Physician fails to make such repayment to SVMHS within this ninety (90) day period, SVMHS shall have the right to increase the interest rate on the amount owed to SVMHS to the Prime Rate plus two percent (2%), beginning on the ninety-first day.

- 4.3 Promissory Note. At the time of payment to Physician of any amounts under this Agreement, Physician shall execute a Promissory Note substantially in the form attached to this Agreement as Exhibit A to secure repayment of any amounts paid to Physician under this Agreement which are not forgiven by SVMHS pursuant to the terms of this Agreement.
- 4.4 Debt Forgiveness Over Term of Agreement. If Physician has complied and is continuing to comply with all of the terms of this Agreement, SVMHS shall reduce and eliminate the debt due to SVMHS as follows: SVMHS shall forgive fifty percent (50%) of the recruitment incentive, including accrued interest, for each full year of physician services provided by Physician after the Start Date, such that the recruitment incentive will be forgiven upon the second (2nd) anniversary of this Agreement.
- 4.5 Debt Forgiveness at Death/Disability. SVMHS shall forgive all sums advanced by SVMHS under this Agreement and accrued interest, in the event of Physician's death or permanent disability during the Term of this Agreement.

Article 5 General Provisions

- 5.1 Other Agreements. This Agreement may be one of several between SVMHS and Physician, dealing with different aspects of their relationship. SVMHS maintains a current master list of all such agreements, together with copies of the actual agreements, that is available for review by the Department of Health and Human Services in accordance with Stark Law regulations.
- 5.2 Referrals. Physician shall be entitled to refer patients to any hospital or other institution Physician deems qualified to deliver health care services to a particular patient. Nothing in this Agreement shall be deemed to require Physician to refer patients to Hospital, and SVMHS may not terminate this Agreement because of Physician's referral decisions. No payment or other consideration is or will be made under this Agreement for the referral of patients to SVMHS or its affiliates.

- 5.3 Medical Staff Privileges. Throughout the term of this Agreement, and thereafter, Physician shall be permitted to maintain medical staff privileges at other area hospitals.
- 5.4 Waiver. The failure of SVMHS to insist in any one or more instances upon strict performance of any of the terms of this Agreement shall not be construed as a waiver or relinquishment for the future of such terms, but the same shall continue and remain in full force and effect.
- 5.5 Governing Law/Venue. This Agreement shall be interpreted in accordance with the laws of the State of California, and any questions arising under it shall be construed or determined in accordance with such laws. Venue shall be in Monterey County, California.
- 5.6 Attorneys' Fees. In the event that suit is brought regarding the enforcement of the provisions of this Agreement, the prevailing Party/Parties shall be awarded its costs of suit and reasonable attorneys' fees as part of any judgment rendered.
- 5.7 Partial Invalidity. Should any part of this Agreement for any reason be declared invalid, such decision shall not affect the validity of the remaining portions which shall remain in effect as if this Agreement had been executed with the invalid portion eliminated.
- 5.8 Entire Agreement/Modifications. This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter and supersedes any and all prior negotiations, understandings and agreements. All modifications to this Agreement must be in writing and signed by the Parties.
- 5.9 Government Audit. Until the expiration of five (5) years after the furnishing of any services pursuant to this Agreement, Group and Physician shall make available to the Secretary of the United States Department of Health and Human Services or to the United States Comptroller General, or to any of their duly authorized representatives, upon written request of the same, this Agreement and such books, documents, and records of Group or Physician necessary to certify the nature and the reasonable cost of services of the Hospital.
- 5.10 Agreements between Physician and Group. Upon request by SVMHS, Group agrees to supply SVMHS with copies of its employment agreement with Physician. Nothing in Group's agreements with Physician shall be inconsistent with Physician's obligation to perform the terms and conditions of this Agreement. Group agrees that payments by SVMHS under this Agreement shall be for the benefit of Physician. Nothing in Group's agreements with Physician shall be inconsistent with the requirements Stark Law.
- 5.11 Income Tax Ramifications. The Parties acknowledge that Physician may incur federal and state income tax obligations from certain of the transactions provided for in this Agreement that SVMHS is required to report items of income under relevant income tax laws and regulations, and that forgiveness of debt may constitute income to Physician. It is Physician's responsibility to consult with tax advisors with respect to the filing of income tax returns and the tax treatment of items provided for in this Agreement.
- 5.12 Assignment. Except as otherwise agreed in writing by the SVMHS, nothing contained in this Agreement shall be construed to permit assignment or delegation by Physician of any rights or obligations under this Agreement, and any such assignment or delegation is expressly prohibited. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of SVMHS.
- 5.13 Conditions and Effective Date. This Agreement is subject to approval by the Board of Directors of SVMHS, which approval has not been secured and is not guaranteed. This Agreement shall be effective as of the later of the date the Board approves the Agreement and the date it is signed by all Parties.
- 5.14 Notices. All communications and notices of any kind which any Party may be required or desire to give or serve upon any other Party under this Agreement shall be made in writing and shall be delivered in person or sent by registered or certified mail, return receipt requested, to the addresses below. Any Party may change its address by giving any other Parties written notice of its new address as provided in this Agreement.

SVMHS: Salinas Valley Memorial Healthcare System
Attn: President/Chief Executive Officer
450 East Romie Lane
Salinas, CA 93901

Physician: <Physician Name>
<Address>
<Address>
<Address>

Group: <Medical Group Name>
<Address>
<Address>
<Address>

5.15 Applicable Legal Standards. The Parties shall exercise their rights and perform their duties under this Agreement in accordance with the legal standards set forth in the United States Code, the Code of Federal Regulations, the California Health and Safety Code, the California Business and Professions Code, and any other pertinent and applicable laws, rules, regulations, and orders of the United States and the State of California and their agencies, to the extent that such laws, rules, regulations, and orders pertain to the powers, functions, and duties of SVMHS, Group, and Physician.

5.16 Confidentiality. The Parties agree that this Agreement is personal and confidential between them, and agree, unless otherwise required by law, not to release information concerning this Agreement, or any information exchanged between the Parties pursuant to this Agreement, to any person without the consent of the other Party, which consent shall not be unreasonably denied.

The Parties have executed this Agreement as of the Effective Date first set forth above.

SVMHS
Salinas Valley Memorial Healthcare System

By: _____
Pete Delgado, President/CEO

Date: _____

PHYSICIAN
<Physician Name>

<Physician Name>

Date: _____

GROUP
<Group Name>

By: _____
<Group Authorized Officer>

Date: _____

EXHIBIT A

PROMISSORY NOTE
(Recruitment Incentives)

\$<Incentive Amount>.00

<Effective Date>

FOR VALUE RECEIVED, the receipt of which is hereby acknowledged, <Physician Name> (“Maker”) hereby promises to pay to the order of **Salinas Valley Memorial Healthcare System** (“Holder”), at the place designated by Holder, the principal sum of <Incentive Amount> Dollars (\$ __,000.00), plus accrued interest on such amount calculated at an annual fixed rate equal to the prime rate published on the effective date of this Promissory Note in the Wall Street Journal (“Prime Rate”), plus one percent (1%), from the date of this Promissory Note, payable in lawful money of the United States of America. Principal and interest shall be immediately due and payable to Holder on <Date 2 years from Start Date>. Notwithstanding the foregoing, if Maker is and remains in full compliance with the **PHYSICIAN RECRUITMENT AGREEMENT** effective <Effective Date>, by and between Maker and Holder (“Recruitment Agreement”), the principal and interest due under this Promissory Note shall be forgiven pursuant to the terms and conditions of the Recruitment Agreement.

This Promissory Note is unsecured. In no event shall any payment of interest or any other sum payable hereunder exceed the maximum amount permitted by applicable law. If it is established that any payment exceeding lawful limits has been received, Holder will refund such excess or, at its option, credit the excess amount to the principal due hereunder, but such payments shall not affect the obligation to make periodic payments required herein.

Maker agrees to pay, to the extent permitted by law, all costs and expenses incurred by Holder in connection with the collection and enforcement of this Promissory Note, including, but not limited to, expenses and reasonable attorneys’ fees to the extent permitted by applicable law, irrespective of whether any suit or security foreclosure or court proceeding has been commenced. Maker and all endorsers and all persons liable or to become liable on this Promissory Note, and each of them, hereby waive diligence, demands, presentation for payment, notice of nonpayment, protest and notice of protest, and specifically consent to and waive notice of any renewals or extensions of this Promissory Note, or any modification or release of security for this Promissory Note, whether made to or in favor of Maker or any other person or persons, and further agree that any such action by Holder shall not affect the liability of Maker or any person liable or to become liable on this Promissory Note.

No delay or omission by Holder in exercising any remedy, right or option under this Promissory Note shall operate as a waiver of such remedy, right or option. In any event, a waiver on any one occasion shall not be construed as a waiver or bar to any such remedy, right or option on a future occasion. The invalidity of any one or more covenants, phrases, clauses, sentences or paragraphs of this Promissory Note shall not affect the remaining portions hereof, and this Promissory Note shall be construed as if such invalid covenants, phrases, clauses, sentences or paragraphs, if any, had not been included herein.

This Promissory Note is to be construed in all respects and enforced according to the laws of the State of California. This Promissory Note may not be amended or modified except by a written agreement duly executed by Maker and Holder. This Promissory Note and the obligations created hereby shall bind Maker and, to the extent applicable, Maker’s respective successors and assigns, and the benefits hereof shall inure to Holder and its successors and assigns. This Promissory Note may be assigned by Holder in its sole discretion.

Any notice to Maker under this Promissory Note shall be in writing and shall be deemed to have been given upon (i) receipt, if hand delivered, (ii) transmission, if delivered by facsimile transmission, (iii) the next business day, if delivered by express overnight delivery service or (iv) the third business day following the day of deposit of such notice in U.S. certified mail, return receipt requested to the following address:

<Physician Name>
<Address>
<Address>
<Address>

Maker has executed and delivered this Promissory Note effective as of the date first set forth above.

MAKER: _____
<Physician Name>

Date: _____

COMMUNITY ADVOCACY COMMITTEE

*Minutes from the November 16, 2021 meeting
of the Community Advocacy Committee will be
distributed at the Board Meeting*

(REGINA M. GAGE)

**RESOLUTION NO. 2021-06
OF THE BOARD OF DIRECTORS OF
SALINAS VALLEY MEMORIAL HEALTHCARE SYSTEM**

**PROCLAIMING A LOCAL EMERGENCY, RATIFYING THE PROCLAMATION OF A
STATE OF EMERGENCY BY GOVERNOR'S STATE OF EMERGENCY DECLARATION
ON MARCH 4, 2020, AND AUTHORIZING REMOTE TELECONFERENCE MEETINGS
FOR THE PERIOD NOVEMBER 18 THROUGH DECEMBER 18, 2021**

WHEREAS, Salinas Valley Memorial Healthcare System ("District") is a public entity and local health care district organized and operated pursuant to Division 23 of the California Health and Safety Code;

WHEREAS, the District Board of Directors is committed to preserving and nurturing public access and participation in its meetings;

WHEREAS, all meetings of the District's governing body are open and public, as required by The Ralph M. Brown Act, so that members of the public may attend, participate, and observe the District's public meetings;

WHEREAS, The Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions;

WHEREAS, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558;

WHEREAS, a proclamation is made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the boundaries of the District, caused by natural, technological, or human-caused disasters;

WHEREAS, it is further required that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees;

WHEREAS, such conditions now exist within the District Boundaries of Salinas Valley Memorial Healthcare System;

WHEREAS, the District Board of Directors does hereby acknowledge the current state of emergency and is following the September 22, 2021 recommendation by the Monterey County Health Department that public agencies continue to utilize remote meetings for the purpose of preventing the transmission of COVID-19;

WHEREAS, as a consequence of the local emergency, the District Board of Directors may conduct meetings without compliance with Government Code Section 54953(b)(3), as authorized by Section 54953(e), and that the District shall comply with the requirements to provide the public with access to the meetings pursuant to Section 54953(e) (2);

WHEREAS, meetings of the District Board of Directors will be available to the public via zoom link listed on the agenda;

NOW THEREFORE IT IS HEREBY ORDERED AND DIRECTED THAT:

1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.
2. Proclamation of Local Emergency. The District hereby proclaims that a local emergency continues to exist throughout Monterey County, and as of September 22, 2021, the Monterey County Health Department continues to recommend that physical and social distancing strategies be practiced in Monterey County, which includes remote meetings of legislative bodies, to the extent possible.
3. Ratification of Governor's Proclamation of a State of Emergency. The District hereby ratifies the Governor of the State of California's Proclamation of State of Emergency, effective as of its issuance date of March 4, 2020.
4. Remote Teleconference Meetings. The District Board of Directors is hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of The Brown Act.
5. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) December 18, 2021, or (ii) such time the District adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the District may continue to meet via teleconference meeting all the requirements of Section (3)(b).

This Resolution was adopted at a duly noticed Regular Meeting of the Board of Directors of the District on November 18, 2021, by the following vote.

AYES:

NOES:

ABSTENTIONS:

ABSENT:

Board Member

Salinas Valley Memorial Healthcare System



Medical Executive Committee Summary – November 11, 2021

Items for Board Approval:

Credentials Committee

Reappointments:

APPLICANT	SPECIALTY	DEPT	PRIVILEGES
Abundis, Rebecca, DO	Internal Medicine	Medicine	Medicine Active Community: Core
Chan, Erica, MD	Ob/Gyn	Ob/Gyn	Obstetrics & Gynecology
DeFilippi, Vincent, MD	Cardiothoracic Surgery	Surgery	Cardiac Surgery Thoracic Surgery
Dimitrov, Dragan, MD	Neurosurgery	Surgery	Neurosurgery
Goodwein, Shelley, MD	Ob/Gyn	Ob/Gyn	Obstetrics & Gynecology
Grogin, Harlan, MD	Cardiac Electrophysiology	Medicine	Cardiac Electrophysiology
Harrison, Steve, MD	Family Medicine	Family Medicine	Taylor Farms Family Health and Wellness Center (TFFHWC)
Howard, Mark, MD	Spine Surgery	Surgery	Spine Surgery
Nguyen, Bich-Ha, MD	Internal Medicine	Medicine	Hospitalist – Adult
Petrini, Joseph, MD	Family Medicine	Family Medicine	Family Medicine Active Community
Ponzio, Christine, MD	Family Medicine	Family Medicine	TFFHWC
Rana, Naeem, MD	Sleep Medicine	Medicine	Sleep Center
Renfer, Leonard, MD	Urology	Surgery	Urology
Rupp, Richard, MD	Radiology	Surgery	Diagnostic Radiology Mammography CADI Ryan Ranch
Santiago-Vergara, Diana, MD	Psychiatry	Medicine	Tele-Psychiatry
Sawhney, Victor, MD	Psychiatry	Medicine	Tele-Psychiatry
Seid, Terrance, DO	Anesthesiology	Anesthesiology	Anesthesiology
Siqueiros, Rafael, MD	Family Medicine	Family Medicine	Family Medicine Active Community

Staff Status Modifications:

NAME	SPECIALTY	RECOMMENDATION
Asuquo, Stella, MD	Vascular Surgery	Leave of Absence effective 10/25/2021
Baril, Robert, DO	Remote Radiology	Resignation effective October 22, 2021
Del Toro Vargas, Luciano MD	Family Medicine	Resignation effective November 30, 2021
Demirchyan, Daniel, MD	Family Medicine	Resignation effective September 27, 2021
Oppenheim, Peter, MD	Family Medicine	Leave of Absence effective November 13, 2021
Zhang, Shumin, MD	Tele-Psychiatry	Resignation effective October 8, 2021

Interdisciplinary Practice Committee

Appointments:

APPLICANT	SPECIALTY	DEPT	PRIVILEGES/SUPERVISOR
Ayerza, Joshua, PA-C	Physician Assistant	Emergency Medicine	Emergency Medicine Misty Navarro, MD

Privilege Modifications:

NAME	SPECIALTY	PRIVILEGES
Carlquist, Jennifer, PA-C	Physician Assistant	Voluntarily relinquishing Physician Assistant Emergency Medicine privileges.

Policies/Procedures/Plans: (Attached)

1. Malignant Hyperthermia
2. Infection Prevention Annual Plan and Risk Assessment

Informational Items:

I. Committee Reports:

- a. Quality and Safety Committee Reports:
 - i. Cardiac Services
 - ii. Clinical Informatics
 - iii. Education
 - iv. Transitional Care Program
 - v. Information Technology
 - vi. Pharmacy & Therapeutics/Infection Control Committee
 1. Medication Management
 2. Infection Prevention
 - vii. Patient Care Services (Nursing Administration)
 - viii. Taylor Farms Family Health & Wellness Center
- b. Medical Staff Excellence Committee
Approval of new Diagnostic Imaging representative: Zachary Zhang, MD

II. Other Reports:

- a. Financial Daily Dashboard Review
- b. Executive Update
- c. Summary of Executive Operations Committee Meetings
- d. Summary of Medical Staff Department/Committee Meetings
- e. Medical Staff Treasury
- f. Medical Staff Statistics
- g. HCAHPS Update November 8, 2021

III. Order Sets Approved:

Oncology Treatment Plan Renewals
Bevacizumab-AWWB(Bs) 15 mg/kg, Q21D (ANG21,CRV24,KDN2,OVA6,& UTE8)
Bortezomib (SQ) 1.3 mg/m ² +Lenalidomide 15-25mg + Dex, Q28D (MUM.RVD)
Carfilzomib 20mg/m ² THEN 70 mg/m ² (Weekly)+ Dex 40mg, Q28D (MUM79)
Daratumumab 16 mg/kg, Q28D (MUM63)
Decitabine 20mg/m ² , Q28D (Age 60 yrs and above) (AML17)
FOLFIRI: 5FU/Leuco/Irinotecan+Bevacizumab-AWWB(Bs), Q14D (COL14 & REC15)
FOLFIRINOX: 5FU CI/Leucovorin /Irinotecan /OXALIplatin, Q14D (PAN20)
FOLFOX: 5FU CI (1500mg/m ² /day)/Leucovorin/OXALIplatin, Q14D (PAN19)
Leuprolide (Eligard) 22.5 mg Q3Months
mFOLFOX6 (5FU/Leuco/OXALi)+Beva-AWWB (Bs), Q14D; (COL16,REC16,SBA9)
NCCN Template MUM80 Lenalidomide/Dexamethasone + Daratumumab and hyaluronidase-fihm (SQ)
PACLitaxel 175 mg/m ² + CARBOplatin AUC 5 or AUC6, Q21D (OVA4, KDN6)
PACLitaxel 50 mg/m ² + CARBOplatin AUC 2, Q7D x5 (GAS25)
PACLitaxel 80 mg/m ² , Q7D (BRS30, BRS13C, CRV23, & GAS58)
PEMEtrexed 500 mg/m ² + CARBOplatin AUC 5, Q21D (MPM2, NSC83)
Pertuzumab / Trastuzumab-anns(Bs), Q21D (BRS83)
Zoledronic acid (Zometa) 4 mg, Monthly

SVMH Order Sets

Anticoag Fondaparinux-Arixtra
Anticoag Reversal - All
Antimicrobials: MED/SURG-ADULT
Antimicrobials: IV Renal Dosing
Bowel Care for Opioids
Card Pre LAA Closure FUTURE
Chemo Embolization Post Proc
Coronary CT Angiogram
Fibroid Embolization Post Proc
Heparin Flush Protocol
Myelogram Pre Procedure
NM Biliary Study (Hidascan)
PCA-MD Continuous Opioid Rate
Pulmonary Embolism tPA
Suicide Precaution Orders
UTI / Pyelonephritis -Admit
Wound Care - Vac

ED Order Sets

Diabetes Labs
ETOH (ER)
Eye - Adult
Gall Bladder female
Gall Bladder male
Stroke tPA Order/Screening
Stroke tPA Reversal
Throat - Adult
Throat - Pediatric
Tylenol Overdose
Tylenol/Motrin (ER RN)

MALIGNANT HYPERTHERMIA

Reference Number	2705
Effective Date	Not Approved Yet
Applies To	ALL NURSING UNITS AND PHARMACY DEPARTMENTS
Attachments/Forms	Attachment A Ryanodex (Dantrolene Sodium) Dosage Chart Attachment B MH Event Record, Responders Roles & Descriptions Attachment C MH Response 2nd RN responder Attachment D MH Response 3rd RN responder Attachment E MH Response Anesthesiologist Attachment F MH Response Charge Nurse Attachment G MH Response Circ or Primary Attachment H MH Response Pharmacist Attachment I MH Response 1st RN responder

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Deleted: [Binder-](#)

Deleted: [Cart Restocking List,](#)

I. **POLICY STATEMENT:**

- A. The MH Policy/guidelines are in compliance with the recommendations from MHAUS (Malignant Hyperthermia Association of the United States).

I. **PURPOSE:**

- A. To provide guidelines for management of Malignant Hyperthermia (MH) crisis or Malignant Hyperthermia Susceptible (MHS) patients.

II. **DEFINITIONS:**

- A. Malignant Hyperthermia (MH): is a life threatening syndrome characterized by [hyper metabolism](#), hyperthermia, acidosis, muscle contraction, muscle membrane breakdown, hyperkalemia and rhabdomyolysis. The syndrome occurs as a result of exposure to volatile gases and succinylcholine and /or environmental conditions. The signs of MH may appear together or in some combination. The onset and course of the syndrome is variable as well. The underlying cause of MH is thought to be an abnormal, uncontrolled, elevation of intracellular calcium in skeletal muscle cells.
- B. Dantrolene [Sodium](#): a medication used to effectively reverse MH by restoring calcium levels in the cells toward normal.
- C. Malignant Hyperthermia Association US (MHAUS): the national organization developed to advise and prepare medical facilities in the United States for prompt diagnosis and immediate treatment of an MH episode, to promote effective education of healthcare professionals and patients regarding the treatment and preventions of MH, and to encourage and support research in MH.

Deleted: <#>An MH cart is kept in OR, LD, and SSPD (for use in MRI during anesthesia procedures and as an exchange cart). Ryanodex (dantrolene sodium) is kept in the OR, L&D, ICU and ED Pyxis available on "override".. ¶
 <#>OR RN will sign out a MH Ryanodex medication kit and MH Reference Binder from pharmacy to have on standby for anesthesia procedures in MRI. The Binder and Kit will be returned to Pharmacy after the procedure.¶
 <#>Assistance for an MH crisis includes calling a "Code Blue-MH" when MH is identified in the high risk areas (OR, L&D, ICU, ED) ¶
 <#>Non-high risk areas will call a RRT or Code Blue; the responding code team will initiate a "Code Blue-MH" if deemed necessary.¶
 <#>and for areas without an MH cart, calling Surgery (1785) or L&D (1712) for their MH cart.¶
 <#>The MH carts, are stocked with per [CRASH CART EQUIPMENT PROCEDURE](#) .¶
 <#>MH binders, which are available in high risk areas (ED, OR, LD and ICU), on the top of the cart and contain information intended to guide the team e.g. descriptive responders' roles, an Event Record, guidelines for attending to the patient and family after the acute phase, and reporting the event to the MHAUS.¶
 <#>¶
 <#>Supplies and medications for treatment of MH.¶
 <#>MH cart inventory is validated current through daily inspections.¶
 <#>Precautions are implemented for a malignant hyperthermia sensitive patient presenting for a procedure with anesthesia. Refer to the procedure section.¶

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III. **GENERAL INFORMATION:**

MALIGNANT HYPERTHERMIA

- B. Ryanodex (dantrolene sodium) is kept in the OR, L&D, ICU and ED Pyxis available on “override”.
 - OR RN will sign out a MH Ryanodex medication kit and MH Reference Binder from pharmacy to have on standby for anesthesia procedures in MRI. The Binder and Kit will be returned to Pharmacy after the procedure
- B. Assistance for an MH crisis includes calling a “Code Blue-MH” when MH is identified in the high risk areas (OR, L&D, ICU, ED)
 - Non-high risk areas will call a RRT or Code Blue; the responding code team will initiate a “Code Blue-MH” if deemed necessary
- C. MH binders, which are available in high risk areas (ED, OR, LD and ICU), contain information intended to guide the team e.g. descriptive responders’ roles, an Event Record, guidelines for attending to the patient and family after the acute phase, and reporting the event to the MHAUS.
- D. Precautions are implemented for a malignant hyperthermia sensitive patient presenting for a procedure with anesthesia. Refer to the procedure section.

IV. PROCEDURE:

A. Actions in an MH crisis.

- Stop surgery/procedure.
- Stop triggering agents.
- Hyperventilate with 100% O₂.
- Initiate a “Code Blue-MH” if in high-risk area (OR, L&D, ICU, ED)
- Notify Material Management for ice packs to be delivered STAT.
- Bring crash cart to the patient room.
- Locate MH binder at charge nurse desk (OR, L&D, ICU, ED). Remove and distribute roles.
- Override MH Ryanodex medication kit from Pyxis (OR, ICU, ED, L&D)
- First Responder RN begins mixing Ryanodex (dantrolene sodium) with 5ml preservative free sterile water. The pharmacist will assist upon arrival. Refer to 1st responder and pharmacist roles for dosing.
- Ryanodex (dantrolene sodium) dosage chart is in Appendix A.
- Ryanodex (dantrolene sodium) Dose: Initial loading dose of 2.5 mg per kg IV push then if signs and symptoms continue, give 1mg/kg intravenous push every 5 minutes until symptoms subside or the maximum cumulative dose of 10 mg/kg has been reached.
 1. Pediatric dosage is the same as adult- 2.5 mg per kg
 2. Notify RX if more than 2 vials of Ryanodex is needed
- MH treatment is guided by:

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MALIGNANT HYPERTHERMIA

1. The anesthesiologist or other physician responding to the Code Blue-[MH](#). Refer to the physician's role in binder.
 2. Additional help is available from the MHAUS hotline, which is staffed by an on-call anesthesiologist. Refer to the Event Record for the phone number.
 3. For recommended interventions refer to the Event Record and the roles of the pharmacist and physician.
- Initiate cooling for core temperature greater than 39°C and discontinue when temperature decreases to less than 38°C and falling. [Obtain ice packs STAT from Material Management.](#)
- B. [Actions post MH event.](#)
- Document the episode including patient response, personnel involved, times for identification of the event and transfer to ICU, and patient outcomes in the patient's medical record.
 - The RN documenting in the Event Record [will ensure](#), the physician providing the crisis management orders, [signs](#), [dates](#), and [times](#) the Event Record, which is retained as a part of the permanent medical record. A copy is sent to Pharmacy and Risk department.
 - Post crisis, the MHAUS recommends the patient remain in the ICU for at least 36 hours, which is the period for recrudescence. The more fulminant the case is, the more likely there will be a recurrence.
 - The charge nurse asks the physician attending the MH crisis to complete the MHAUS event report in the binder, which forms the data base for the MHAUS to build MH response recommendations.
 - The patient and family should receive information regarding the implications of MH, the MH Registry, and muscle biopsy testing facilities. Forms are available in the MH binder.
 - [Pharmacy will restock the dantrolene sodium MH kit in the Pyxis](#)
 - [The crash cart will be exchanged by SSPD](#)
- C. [Precautions for a Malignant Hyperthermia Susceptible \(MHS\) patient.](#)
- The team is alerted to the MHS patient by the scheduling physician, scheduling staff, and the outpatient staff preparing the patient.
 - The anesthesia machine (ADU) is prepared prior to the patient's arrival
 1. Gas vaporizers are disarmed or removed.
 2. The ADU is flushed for 90 seconds with O₂ at 10 Liters/minute.
 3. Elimination of volatile gases is confirmed with the mass spectrometer.
 4. Vapor-Clean filters are attached to the inspiratory and expiratory arms of the ADU
 5. The anesthesia breathing circuit is changed.
 - The anesthesiologist selects a technique using non-depolarizing agents and no volatile gases.
 - The MH [kit](#) is located on "override" in the OR/L&D Pyxis.
 - PACU and second phase recovery are alerted to expect the arrival of the MHS patient.

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<#>maintenance IV dantrolene infusion ordered by the physician.¶

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SSPD is responsible for restocking supplies on the cart. ¶
Used supplies are replaced.¶
All supplies are checked for expiration dates and integrity of packaging. ¶
Green sticker is affixed to cart top with date of next expiring stock item and the staff person's name.¶
SSPD takes the restocked cart to pharmacy for medication replacement and lock replacement.¶
The pharmacist replaces medications used from the cart and secures the cart with a Pharmacy break-away lock. ¶
Used medications are replaced.¶
All medications are checked for expiration dates and integrity of packaging. ¶
An orange sticker is affixed to the front of each drawer containing medications with date of next expiring medication, pharmacist's initials, date of inspection, and lock number.¶
Pharmacist will ensure that a regular insulin vial is sealed in a plastic bag with completed orange expiration sticker and is attached to the refrigerated saline.¶

Commented [LKB2]: need clarification from OR and LD where they will store the MH meds

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MALIGNANT HYPERTHERMIA

- The patient's recovery includes 1 hour observation in PACU and 2 hours observation in second phase recovery before discharge.
- D. Preparing for the parturient patient with an MHS partner (excerpt from MHAUS).
- Until the delivery of the fetus, the mother should be treated as MHS.
 - For non-emergent surgery at any point in the pregnancy, a non-triggering anesthetic should be used.
 - If a rapid sequence induction is needed, succinylcholine, although a known MH trigger, may be administered since so little of the drug crosses the placental barrier. However, an appropriate intubating dose of rocuronium for rapid sequence induction may be used in place of succinylcholine. An awake intubation is also an option.
 - After delivery, in the absence of any medical problems, the mother and baby should be treated no differently than normal.
- E. Maintenance of the MH [kits](#).
- The Pharmacy will inspect the MH Ryanodex medication [kit](#) and refrigerated supplies monthly as part of the monthly unit inspections for accuracy of stock [and](#) [outdates](#) and will address any medication expiration.
- F. Documentation:
1. MH Event Record.
 2. Electronic medical record.
 3. Code Blue Record.

V. EDUCATION/TRAINING:

- A. Education [and/or training is provided as needed.](#)

VI. REFERENCES:

- A. MHAUS. (October, 2021). Emergency Therapy for Malignant Hyperthermia Retrieved from www.MHAUS.org website accessed on October 22, 2021.
- B. MHAUS. (2021). [Managing a crisis](#). Retrieved [October 4, 2021](#), from <https://www.mhaus.org/healthcare-professionals/managing-a-crisis/>
- C. [Schrage, E.,MD, editor. \(2015\). Cooling techniques for Hyperthermia. Medscape. Accessed May 5, 2017 from http://emedicine.medscape.com/article/149546-overview#a7](#)

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Deleted: <#>MHAUS. (2009). Parturient with MHS partner. Retrieved November 22, 2013 from

<http://www.mhaus.org/healthcare-professionals/mhaus-recommendations/parturient-with-mhs-partner>
<#>Rosenberg, H, MD. (2010). Towards a definition of Malignant Hyperthermia and MH-like syndromes. Webmed Central. Retrieved November 22, 2013 from http://webmedcentral.com/article_view/1160

<#>Roberts, J and Hedges, J. (2013). Chapter 16. Procedures pertaining to hypothermia and hyperthermia, gastric lavage, p1387. Clinical procedures in emergency medicine, E-book. Retrieved May 5, 2017 from <https://books.google.com/books?id=slyLreFkHuIC&pg=PA1387&lpg=PA1387&dq=gastric+lavage+for+hyperthermia&source=bl&ots=PGbRESOB99&sig=jub72ChidQ4noOnMH17MllwNPX8&hl=en&sa=X&ved=0ahUKEwjdzNulKNNtAhXpwiQKHUc7Bt84ChDoAQhEAAQ#v=onepage&q=gastric%20lavage%20for%20hyperthermia&f=false>

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MALIGNANT HYPERTHERMIA

ATTACHMENT A

Malignant Hyperthermia Emergency Ryanodex (dantrolene sodium) Dosage Chart

Recommended loading dose of 2.5 mg per kg; then 1mg/kg intravenous push every 5 minutes until symptoms subside or the maximum cumulative dose of 10 mg/kg has been reached.

Chart calculated using Ryanodex reconstituted with 5 mls of Sterile Water (without a bacteriostatic agent)

<u>Patient's Weight in Kilograms</u>	<u>Number of 250 mg Vials of to Mix</u>	<u>Milligram dosage needed</u>	<u>ML's of Reconstituted Ryanodex to be administered</u>	<u>Patient's Weight in Pounds</u>
<u>20</u>	<u>1</u>	<u>50 mg</u>	<u>1</u>	<u>44</u>
<u>25</u>	<u>1</u>	<u>62.5 mg</u>	<u>1.25</u>	<u>55</u>
<u>30</u>	<u>1</u>	<u>75 mg</u>	<u>1.5</u>	<u>66</u>
<u>35</u>	<u>1</u>	<u>87.5 mg</u>	<u>1.75</u>	<u>77</u>
<u>40</u>	<u>1</u>	<u>100 mg</u>	<u>2</u>	<u>88</u>
<u>45</u>	<u>1</u>	<u>112.5 mg</u>	<u>2.25</u>	<u>99</u>
<u>50</u>	<u>1</u>	<u>125 mg</u>	<u>2.5</u>	<u>110</u>
<u>55</u>	<u>1</u>	<u>137.5 mg</u>	<u>2.75</u>	<u>121</u>
<u>60</u>	<u>1</u>	<u>150 mg</u>	<u>3</u>	<u>132</u>
<u>65</u>	<u>1</u>	<u>162.5 mg</u>	<u>3.25</u>	<u>143</u>
<u>70</u>	<u>1</u>	<u>175 mg</u>	<u>3.5</u>	<u>154</u>
<u>75</u>	<u>1</u>	<u>187.5 mg</u>	<u>3.75</u>	<u>165</u>
<u>80</u>	<u>1</u>	<u>200 mg</u>	<u>4</u>	<u>176</u>
<u>85</u>	<u>1</u>	<u>212.5 mg</u>	<u>4.25</u>	<u>187</u>
<u>90</u>	<u>1</u>	<u>225 mg</u>	<u>4.5</u>	<u>198</u>
<u>95</u>	<u>1</u>	<u>237.5 mg</u>	<u>4.75</u>	<u>209</u>
<u>100</u>	<u>1</u>	<u>250 mg</u>	<u>5</u>	<u>220</u>
<u>105</u>	<u>2</u>	<u>262.5 mg</u>	<u>5.25</u>	<u>231</u>
<u>110</u>	<u>2</u>	<u>275 mg</u>	<u>5.5</u>	<u>242</u>
<u>115</u>	<u>2</u>	<u>287.5 mg</u>	<u>5.75</u>	<u>253</u>
<u>120</u>	<u>2</u>	<u>300 mg</u>	<u>6</u>	<u>264</u>
<u>125</u>	<u>2</u>	<u>312.5 mg</u>	<u>6.25</u>	<u>275</u>
<u>130</u>	<u>2</u>	<u>325 mg</u>	<u>6.5</u>	<u>286</u>
<u>135</u>	<u>2</u>	<u>337.5 mg</u>	<u>6.75</u>	<u>297</u>
<u>140</u>	<u>2</u>	<u>350 mg</u>	<u>7</u>	<u>308</u>
<u>145</u>	<u>2</u>	<u>362.5 mg</u>	<u>7.25</u>	<u>319</u>
<u>150</u>	<u>2</u>	<u>375 mg</u>	<u>7.5</u>	<u>330</u>
<u>155</u>	<u>2</u>	<u>387.5</u>	<u>7.75</u>	<u>341</u>
<u>160</u>	<u>2</u>	<u>400</u>	<u>8</u>	<u>352</u>
<u>165</u>	<u>2</u>	<u>412.5</u>	<u>8.25</u>	<u>363</u>
<u>170</u>	<u>2</u>	<u>425</u>	<u>8.5</u>	<u>374</u>
<u>175</u>	<u>2</u>	<u>437.5</u>	<u>8.75</u>	<u>385</u>

Deleted: Dantrolene

Deleted: Based on r

Deleted: Chart calculated using 20 mg Vials of Dantrolene reconstituted with 60 mls of Sterile Water (without a bacteriostatic agent)¶

MALIGNANT HYPERTHERMIA

<u>180</u>	<u>2</u>	<u>450</u>	<u>9</u>	<u>396</u>
<u>185</u>	<u>2</u>	<u>462.5</u>	<u>9.25</u>	<u>407</u>
<u>190</u>	<u>2</u>	<u>475</u>	<u>9.5</u>	<u>419</u>
<u>195</u>	<u>2</u>	<u>487.5</u>	<u>9.75</u>	<u>430</u>
<u>200</u>	<u>2</u>	<u>500</u>	<u>10</u>	<u>441</u>
<u>205</u>	<u>3</u>	<u>512.5</u>	<u>10.25</u>	<u>452</u>

MH Emergency Hotline: 1 800- 644-9737

MALIGNANT HYPERTHERMIA

ATTACHMENT B

MALIGNANT HYPERTHERMIA (MH) EVENT RECORD

Patient label

Page 1 of 4

Date:
 Time:
 Weight in Kg Adult:
 Peds:

<u>Signs of MH:</u>	<u>Trismus or Masseter Spasm with Succinylcholine</u>	<u>Differentiate Sudden Unexpected Cardiac Arrest in Young Patients</u>
<ul style="list-style-type: none"> • Increased EtCO₂ • Trunk or limb rigidity • Masseter spasm, trismus • Tachycardia, tachypnea • Acidosis • Increased temperature 	<ul style="list-style-type: none"> • Early sign of MH in many patients • If limb muscle rigidity, begin dantrolene • Consider cancelling case • For emergent cases, continue with non-triggering agents; consider dantrolene • Follow CK & urine myoglobin for 36 hrs • Observe in ICU for at least 12 hrs. 	<ul style="list-style-type: none"> • Presume hyperkalemia and start treatment • Measure CK, myoglobin, ABGs until normal • Consider dantrolene • Usually 2ndary to occult myopathy e.g. muscular dystrophy • Resuscitation may be difficult & prolonged

IDENTIFY MH

CRITICAL INTERVENTIONS: 1-2 minutes (check those that apply)

- Stop volatile gases
- Stop succinylcholine N/A
- Hyperventilate with 100% O₂ Ambu bag: 10L/min Anesthesia delivery unit 20/30 breaths/min x 10ml/kg x 15 min

- Call a Code Time:
- Obtain Crash Cart MH Kit in Pyxis (OR, L&D, ICU, ED)
- Distribute roles
- Begin mixing first dose of Ryanodex (dantrolene sodium)**
- Add the Vapor-Clean filters to the inspiratory and expiratory limbs of the anesthesia machine and connect a new anesthesia circuit and bag. Change filters hourly, if patient in OR
- Call MH Hotline: 800-644-9737 (provides MD consult, especially helpful for pediatric dosages)

ONGOING ACUTE INTERVENTION

- Establish 2nd large bore IV. May need CVP or PA cath to monitor volume effect.
- Dantrolene can cause phlebitis in small veins
- Start arterial line when indicated
- Give Ryanodex (dantrolene sodium) IV push, refer to next page for dose
- Monitor core temp, esophageal is first choice
- Continuously monitor ETCO₂
- Close open wound Cover wound with Steri drape
- Insert temperature probe Foley with urometer. Maintain output at 2ml/kg/hr

MALIGNANT HYPERTHERMIA

- Temp greater than 39°C (102.2°F), or less if rapidly rising, initiate: N/A
- Ice to groins, axillae, neck, and around the head- obtain ice packs STAT from Materials Mgmt
- Peritoneal lavage with refrigerated sterile saline (in OR)
- When the above are insufficient, use IV refrigerated sterile saline; give at 20ml/kg IV x3
- For patient on a ventilator discontinue heating until the temperature drops to 38°C

NG lavage **no longer indicated; it's neither safe nor effective** and bladder lavage is **no longer indicated; it's ineffective**. MHAUS (2018). Retrieved 10/16/2019 from <https://www.mhaus.org/healthcare-professionals/mhaus-recommendations/>

- Temp less than 38°C (100.4°F) and falling, stop cooling to prevent drift to less than 36°C (96.8°F)
- Treat arrhythmias: refer to next page

DRUG RECORD DANTROLENE SODIUM PREP:

1. Add 5 mL of sterile water (without bacteriostatic agent) for injection to 250mg Ryanodex® (dantrolene) vial.
2. Shake vial for 10 seconds to ensure orange-colored uniform suspension.
3. Visually inspect the vial for particulate matter and discoloration prior to administration.
4. Inject dantrolene injectable suspension by Intravenous Push.
5. Contents in the reconstituted vial must be used within 6 hours.

DANTROLENE SODIUM Dose: Initial loading dose of 2.5 mg per kg IV push then if signs and symptoms continue, give 1mg/kg intravenous push every 5 minutes until symptoms subside or the maximum cumulative dose of 10 mg/kg has been reached.

ADMINISTRATION RECORD:

Dose									
Time									

Patient label

Page 2 of 4

Malignant Hyperthermia Emergency Dosage Chart Reference

Based on recommended loading dose of 2.5 mg per kg
 Chart calculated using Ryanodex reconstituted with
 5 mls of Sterile Water (without a bacteriostatic agent)

Patient's Weight in Kilograms	Number of 250 mg Vials of to Mix	Milligram dosage needed	ML's of Reconstituted Ryanodex to be administered	Patient's Weight in Pounds
<u>20</u>	<u>1</u>	<u>50 mg</u>	<u>1</u>	<u>44</u>

Page 8 of 30

MALIGNANT HYPERTHERMIA

<u>25</u>	<u>1</u>	<u>62.5 mg</u>	<u>1.25</u>	<u>55</u>
<u>30</u>	<u>1</u>	<u>75 mg</u>	<u>1.5</u>	<u>66</u>
<u>35</u>	<u>1</u>	<u>87.5 mg</u>	<u>1.75</u>	<u>77</u>
<u>40</u>	<u>1</u>	<u>100 mg</u>	<u>2</u>	<u>88</u>
<u>45</u>	<u>1</u>	<u>112.5 mg</u>	<u>2.25</u>	<u>99</u>
<u>50</u>	<u>1</u>	<u>125 mg</u>	<u>2.5</u>	<u>110</u>
<u>55</u>	<u>1</u>	<u>137.5 mg</u>	<u>2.75</u>	<u>121</u>
<u>60</u>	<u>1</u>	<u>150 mg</u>	<u>3</u>	<u>132</u>
<u>65</u>	<u>1</u>	<u>162.5 mg</u>	<u>3.25</u>	<u>143</u>
<u>70</u>	<u>1</u>	<u>175 mg</u>	<u>3.5</u>	<u>154</u>
<u>75</u>	<u>1</u>	<u>187.5 mg</u>	<u>3.75</u>	<u>165</u>
<u>80</u>	<u>1</u>	<u>200 mg</u>	<u>4</u>	<u>176</u>
<u>85</u>	<u>1</u>	<u>212.5 mg</u>	<u>4.25</u>	<u>187</u>
<u>90</u>	<u>1</u>	<u>225 mg</u>	<u>4.5</u>	<u>198</u>
<u>95</u>	<u>1</u>	<u>237.5 mg</u>	<u>4.75</u>	<u>209</u>
<u>100</u>	<u>1</u>	<u>250 mg</u>	<u>5</u>	<u>220</u>
<u>105</u>	<u>2</u>	<u>262.5 mg</u>	<u>5.25</u>	<u>231</u>
<u>110</u>	<u>2</u>	<u>275 mg</u>	<u>5.5</u>	<u>242</u>
<u>115</u>	<u>2</u>	<u>287.5 mg</u>	<u>5.75</u>	<u>253</u>
<u>120</u>	<u>2</u>	<u>300 mg</u>	<u>6</u>	<u>264</u>
<u>125</u>	<u>2</u>	<u>312.5 mg</u>	<u>6.25</u>	<u>275</u>
<u>130</u>	<u>2</u>	<u>325 mg</u>	<u>6.5</u>	<u>286</u>
<u>135</u>	<u>2</u>	<u>337.5 mg</u>	<u>6.75</u>	<u>297</u>
<u>140</u>	<u>2</u>	<u>350 mg</u>	<u>7</u>	<u>308</u>
<u>145</u>	<u>2</u>	<u>362.5 mg</u>	<u>7.25</u>	<u>319</u>
<u>150</u>	<u>2</u>	<u>375 mg</u>	<u>7.5</u>	<u>330</u>
<u>155</u>	<u>2</u>	<u>387.5</u>	<u>7.75</u>	<u>341</u>
<u>160</u>	<u>2</u>	<u>400</u>	<u>8</u>	<u>352</u>
<u>165</u>	<u>2</u>	<u>412.5</u>	<u>8.25</u>	<u>363</u>
<u>170</u>	<u>2</u>	<u>425</u>	<u>8.5</u>	<u>374</u>
<u>175</u>	<u>2</u>	<u>437.5</u>	<u>8.75</u>	<u>385</u>
<u>180</u>	<u>2</u>	<u>450</u>	<u>9</u>	<u>396</u>
<u>185</u>	<u>2</u>	<u>462.5</u>	<u>9.25</u>	<u>407</u>
<u>190</u>	<u>2</u>	<u>475</u>	<u>9.5</u>	<u>419</u>
<u>195</u>	<u>2</u>	<u>487.5</u>	<u>9.75</u>	<u>430</u>
<u>200</u>	<u>2</u>	<u>500</u>	<u>10</u>	<u>441</u>
<u>205</u>	<u>3</u>	<u>512.5</u>	<u>10.25</u>	<u>452</u>
<u>210</u>	<u>3</u>	<u>525</u>	<u>10.5</u>	<u>463</u>
<u>215</u>	<u>3</u>	<u>537.5</u>	<u>10.75</u>	<u>474</u>
<u>220</u>	<u>3</u>	<u>550</u>	<u>11</u>	<u>485</u>
<u>225</u>	<u>3</u>	<u>562.5</u>	<u>11.25</u>	<u>496</u>

MALIGNANT HYPERTHERMIA

Patient label

ACIDOSIS - BICARBONATE If ABGs are not available: 1-2meq/kg NaHCO₃ IV push
 If ABGs are ready: 0.3 x wt in kg x base deficit , IV push
 2

Dose								
Time								

HYPERKALEMIA
 Calcium chloride: 10mg/kg IV push Calcium gluconate is not compatible with NaHCO₃ in same IV

Dose								
Time								

Insulin. Adult dose: 10units regular insulin + 50ml 50% glucose rapidly IV
 Pediatric dose: 0.1 units/kg regular insulin IV push + 0.5g/kg 50% glucose IV

Dose								
Time								

If refractory consider albuterol, dialysis, kayexelate, or ECMO if cardiac arrest

DYSRHYTHMIAS: usually respond to treatment of hyperkalemia. Follow ACLS protocol
Except DO NOT USE CALCIUM CHANNEL BLOCKERS (Verapamil, Diltiazem, nifedipine), which block dantrolene's effect and thereby increase K⁺ levels leading to an arrest.

URINE OUTPUT less than 2ml/kg/hr: Lasix 0.5-1mg/kg IV push

Dose								
Time								

Mannitol: not recommended; consider that each dantrolene vial contains 3g of mannitol.
 For CK or K⁺ rise. Alkalinize urine with infusion of NaHCO₃ at 1meq/kg/hr.

Patient label

MONITOR RECORD Acute Record cont'd
 Core temperature and tidal CO₂ are monitored continuously. For general anesthesia, refer to the Anesthesia Record.

MALIGNANT HYPERTHERMIA

Time									
Temp									
Tidal CO ₂									
Urine									
Time									
Temp									
Tidal CO ₂									
Urine									

Glucose levels hourly

Time									
Value									

Blood tube legend:Gn=Green with gel LB=Light Blue (do not overfill) L=Lavender Gray=on ice R/N=Red or Navy
ABG and electrolytes, Ca⁺⁺: initially and ongoing frequency is dependent on progression of event

Time									
PaO ₂									
O ₂ sat									
PaCO ₂									
pH									
HCO ₃									
Base deficit									
Na Gn									
K Gn									
Cl Gn									
CO ₂ Gn									
Ca Gr									

Other Labs: send first sample when possible

Time									
Hgb L									
Hct L									
PTT LB									
PT LB									
D-Dimer L									
Fibrinogen LB									
Platelets L									
Lactic acid on ice Gray									
Urine myoglobin									
Serum R/N myoglobin									

MALIGNANT HYPERTHERMIA

- Counsel the patient and family regarding implications of MH
- Provide patient and family information regarding registration with the Malignant Hyperthermia Association, 607-674-7901; refer to the MH reference binder
- Provide information regarding muscle testing centers, refer to the MH binder
- Ensure the chart includes volatile anesthetic gases and succinylcholine in the allergies section as an auxiliary MH alert**

MH event record 2019 1016

References:

1. MHAUS. Managing a Crisis. Retrieved 10/16/2019 from <https://www.mhaus.org/healthcare-professionals/managing-a-crisis/>
2. MHAUS Recommendations. Retrieved 10/16/2019 from [https://www.mhaus.org/mhau001/assets/File/Recommendations%20with%20Table%20of%20Contents\(1\).pdf](https://www.mhaus.org/mhau001/assets/File/Recommendations%20with%20Table%20of%20Contents(1).pdf)

Patient label

MALIGNANT HYPERTHERMIA

ATTACHMENT C

MALIGNANT HYPERTHERMIA RESPONSE: ROLES SECOND RN RESPONDER

Set up CVP and arterial lines

- Assist anesthesiologist or other responding physician with insertion and calibration.

Assist with filling blood specimen tubes and turn them over to lab

responder. Green tube: Electrolytes, Ca⁺⁺, and CK

Blue tube: clotting studies and platelets. Let the tube vacuum blood from the syringe;
Over filling tubes is not advised

Gray tube: Lactic acid (must be on ice).

Red tube: Serum myoglobin (sent to outside lab)

ABG syringe

Assist with tasks as assigned by team lead

MH 2nd

MALIGNANT HYPERTHERMIA

ATTACHMENT D

MALIGNANT HYPERTHERMIA RESPONSE: ROLES

THIRD RN RESPONDER

Order the Malignant Hyperthermia order set in Meditech for the patient.

Initial MH crisis lab tests

Electrolytes PTT Ca++ PT

CK Fibrinogen

Blood gases Hgb

Glucose Hct

Urine Myoglobin

Ensure labs were collected by Second Responder

URINE

Insert Foley catheter with temperature sensor (if not present) with urometer.

Collect specimen for urine myoglobin

BLOOD

Label specimen tubes with patient ID, date, time, name of person collecting. For ABG, include patient temp and O2%

Provide ABG blood to RT

Send blood and urine with lab responder.

OTHER

Call MH Hotline 800-644-9737

MALIGNANT HYPERTHERMIA

ATTACHMENT E

MALIGNANT HYPERTHERMIA RESPONSE ROLES

ANESTHESIOLOGIST/ PHYSICIAN

CRITICAL INTERVENTIONS

- Discontinue volatile gases and/or succinylcholine.
- Hyperventilate with 100% O₂:20-30 breaths/min x 10ml/kg x 15 min
- For anesthetized patient, add Vapor-Clean filters to the inspiratory and expiratory limbs of the anesthesia machine. Change anesthesia circuit and bag. Vapor-clean filters work for 12 hours
- Identify MH or differentiate hyperkalemia in youth cardiac arrest

<u>Signs of MH:</u>	<u>Sudden unexpected cardiac arrest in Young Patients</u>	<u>Trismus or Masseter Spasm with Succinylcholine</u>
<ul style="list-style-type: none"> • <u>Increased EtCO₂</u> • <u>Trunk or limb rigidity</u> • <u>Masseter spasm.</u> <u>Trismus</u> • <u>Tachycardia.</u> <u>tachypnea</u> • <u>Acidosis</u> • <u>Increased temperature</u> 	<ul style="list-style-type: none"> • <u>Presume hyperkalemia and start treatment</u> • <u>Measure CK, myoglobin, ABGs until normal</u> • <u>Consider dantrolene</u> • <u>Usually secondary to occult myopathy e.g. muscular dystrophy</u> • <u>Resuscitation may be difficult & prolonged</u> 	<ul style="list-style-type: none"> • <u>Early sign of MH in many patients</u> • <u>If limb muscle rigidity, begin dantrolene sodium</u> • <u>For emergent cases, continue with non-triggering agents; consider dantrolene</u> • <u>Follow CK & urine myoglobin for 36 hrs.</u> • <u>Observe in ICU for at least 12 hrs.</u>

DIRECT RESUSCITATION using the MHAUS.org protocol outlined below. An on-call anesthesiologist consultation is available at the MHAUS **Hotline 800-644-9737.**

- Order Ryanodex (dantrolene sodium) initial loading dose: 2.5mg/kg IV push.

MALIGNANT HYPERTHERMIA

- If signs/symptoms continue, 1mg/kg IV push every 5 minutes until symptoms resolve. Refer to attached dosage chart
*Max cumulative dose 10 mg/kg

ONGOING ACUTE INTERVENTIONS / ASSESSMENTS

IV ACCESS:

- Establish 2nd large bore IV. May need CVP or PA catheter to monitor
Dantrolene can cause phlebitis in small veins
- Place arterial line: serial blood samples and monitoring

MALIGNANT HYPERTHERMIA RESPONSE ROLES

ANESTHESIOLOGIST/ PHYSICIAN

- Confirm Ryanodex (dantrolene sodium) is being given IV push
- MONITOR EtCO₂
- Turn off warming devices
- MONITOR CORE TEMPERATURE: esophageal is first choice

Temp greater than 39°C, order:

- Ice to groins, axillae, back and sides of neck, and around the head
- IV refrigerated normal saline, at 15ml/kg IV x 3
- Peritoneal lavage with refrigerated sterile saline ONLY if open abdomen in OR

Temp less than 38°C and dropping

- Stop cooling

METABOLIC ACIDOSIS – BICARBONATE

MALIGNANT HYPERTHERMIA

6. If ABGs are not available: 1-2meq/kg NaHCO₃ IV push
7. If ABGs are ready: $0.3 \times \text{wt. in kg} \times \text{base deficit}$ IV push
2

HYPERKALEMIA

8. Calcium chloride: 10mg/kg IV push
(Calcium gluconate is not compatible with NaHCO₃ in same IV)
9. Insulin: Adult dose: 10units regular insulin + 50ml 50% glucose rapidly IV
Pediatric dose: 0.1 unit/kg regular insulin + 0.5g/kg 50% glucose IV

DYSRHYTHMIAS:

- Usually respond to treatment of hyperkalemia.
- Follow ACLS protocol

DO NOT USE CALCIUM CHANNEL BLOCKERS, which block effects and thereby increase K⁺ levels which leads to a cardiac arrest

URINE OUTPUT:

- For less than 2ml/kg/hr. give Lasix 0.5-1mg/kg IV push
Mannitol is not recommended.

LAB MONITORING

- Glucose levels hourly.
- ABG, electrolytes, Ca⁺⁺: initially and ongoing frequency is dependent on progression of event
- Other Labs: send initial sample when possible
Hgb, Hct, PTT, PT, INR, Fibrinogen, Platelets, Lactic acid, Urine myoglobin, and CK

ASSISTANCE

- Request an MH Hotline consult: provides an anesthesiologist who is an expert for treating MH crisis: MH Emergency Hotline: 1 800- 644-9737

PHYSICIAN ORDERS

- Sign the MH Event Record, which serves as written orders.

POST ACUTE PHASE TREATMENT

MALIGNANT HYPERTHERMIA

TRANSFER to ICU when stabilized (if event outside ICU)

3. Admit to ICU for a minimum of 24 hrs.
4. Discuss treatment plan with ICU intensivist
5. Watch for recrudescence: can occur 4-36 hrs. Post crisis
(Especially common following a fulminant case resistant to treatment)

6. Ryanodex IV infusion dosage POST ACUTE: 1mg/kg IV every 6 hrs. X 24 hrs
(may continue up to 72 hours).

When all of the following criteria are met:

- Metabolic stability for 24 hours
- Core temp is less than 38°C
- CK is decreasing
- No evidence of myoglobinuria

- Muscle is no longer rigid. Follow vital signs and labs
Note: watch for signs of muscular weakness

MONITORING:

- Core temp and EtCO₂ should be continuous
- Watch for signs of rhabdomyolysis, organ failure, DIC
- CK every 8-12 hrs. If greater than 10,000, presumptive indicator for rhabdomyolysis

LAB/STUDIES: for long term treatment and diagnosis, repeat as clinical signs and symptoms indicate

Blood gases Urine analysis, myoglobin, BMP, CPK,
PT/PTT/FSP/D-DIMER, Lactic acid, CBC with platelets

- Order post CVP chest X-ray**

DIGNOSTIC TESTS: may be indicated to R/O other conditions that may imitate MH

- Neurology consult to evaluate for presence of muscle disease
- Thyroid function studies
- VMA to R/O pheochromocytoma
- Drug screen
- Blood cultures

POST STABILIZATION

MALIGNANT HYPERTHERMIA

COUNSEL PATIENT AND FAMILY

- Describe implications of MH and further precautions
- Recommend muscle biopsy for patient and family and provide information regarding muscle testing centers; refer to the MH reference binder patient education section
- Provide patient and family information regarding registration with the Malignant

Hyperthermia Association, 607-674-7901, refer to the MH binder

COMMUNICATE AND REPORT THE EVENT

- Ensure volatile anesthetic gases and succinylcholine are entered in EMR as allergy**

Ryanodex PHARMACOKINETICS

- Onset: 6-20 minutes
- Duration: 5-6 hours
- Metabolized by liver
- Excreted by kidneys

SIDE EFFECTS OF DANTROLENE (Ryanodex)

- Hyperkalemia and cardiac arrest if given Ca channel blockers
- Muscle weakness
- Drowsiness, dizziness

Malignant Hyperthermia Emergency Dosage Chart
Based on recommended loading dose of 2.5 mg per kg
Chart calculated using Ryanodex reconstituted with
5 mls of Sterile Water (without a bacteriostatic agent)

MALIGNANT HYPERTHERMIA

<u>Patient's Weight in Kilograms</u>	<u>Number of 250 mg Vials of to Mix</u>	<u>Milligram dosage needed</u>	<u>ML's of Reconstituted Ryanodex to be administered</u>	<u>Patient's Weight in Pounds</u>
<u>20</u>	<u>1</u>	<u>50 mg</u>	<u>1</u>	<u>44</u>
<u>25</u>	<u>1</u>	<u>62.5 mg</u>	<u>1.25</u>	<u>55</u>
<u>30</u>	<u>1</u>	<u>75 mg</u>	<u>1.5</u>	<u>66</u>
<u>35</u>	<u>1</u>	<u>87.5 mg</u>	<u>1.75</u>	<u>77</u>
<u>40</u>	<u>1</u>	<u>100 mg</u>	<u>2</u>	<u>88</u>
<u>45</u>	<u>1</u>	<u>112.5 mg</u>	<u>2.25</u>	<u>99</u>
<u>50</u>	<u>1</u>	<u>125 mg</u>	<u>2.5</u>	<u>110</u>
<u>55</u>	<u>1</u>	<u>137.5 mg</u>	<u>2.75</u>	<u>121</u>
<u>60</u>	<u>1</u>	<u>150 mg</u>	<u>3</u>	<u>132</u>
<u>65</u>	<u>1</u>	<u>162.5 mg</u>	<u>3.25</u>	<u>143</u>
<u>70</u>	<u>1</u>	<u>175 mg</u>	<u>3.5</u>	<u>154</u>
<u>75</u>	<u>1</u>	<u>187.5 mg</u>	<u>3.75</u>	<u>165</u>
<u>80</u>	<u>1</u>	<u>200 mg</u>	<u>4</u>	<u>176</u>
<u>85</u>	<u>1</u>	<u>212.5 mg</u>	<u>4.25</u>	<u>187</u>
<u>90</u>	<u>1</u>	<u>225 mg</u>	<u>4.5</u>	<u>198</u>
<u>95</u>	<u>1</u>	<u>237.5 mg</u>	<u>4.75</u>	<u>209</u>
<u>100</u>	<u>1</u>	<u>250 mg</u>	<u>5</u>	<u>220</u>
<u>105</u>	<u>2</u>	<u>262.5 mg</u>	<u>5.25</u>	<u>231</u>

MALIGNANT HYPERTHERMIA

110	<u>2</u>	<u>275 mg</u>	<u>5.5</u>	<u>242</u>
115	<u>2</u>	<u>287.5 mg</u>	<u>5.75</u>	<u>253</u>
120	<u>2</u>	<u>300 mg</u>	<u>6</u>	<u>264</u>
125	<u>2</u>	<u>312.5 mg</u>	<u>6.25</u>	<u>275</u>
130	<u>2</u>	<u>325 mg</u>	<u>6.5</u>	<u>286</u>
135	<u>2</u>	<u>337.5 mg</u>	<u>6.75</u>	<u>297</u>
140	<u>2</u>	<u>350 mg</u>	<u>7</u>	<u>308</u>
145	<u>2</u>	<u>362.5 mg</u>	<u>7.25</u>	<u>319</u>
150	<u>2</u>	<u>375 mg</u>	<u>7.5</u>	<u>330</u>
155	<u>2</u>	<u>387.5</u>	<u>7.75</u>	<u>341</u>
160	<u>2</u>	<u>400</u>	<u>8</u>	<u>352</u>
165	<u>2</u>	<u>412.5</u>	<u>8.25</u>	<u>363</u>
170	<u>2</u>	<u>425</u>	<u>8.5</u>	<u>374</u>
175	<u>2</u>	<u>437.5</u>	<u>8.75</u>	<u>385</u>
180	<u>2</u>	<u>450</u>	<u>9</u>	<u>396</u>
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190	<u>2</u>	<u>475</u>	<u>9.5</u>	<u>419</u>
195	<u>2</u>	<u>487.5</u>	<u>9.75</u>	<u>430</u>
200	<u>2</u>	<u>500</u>	<u>10</u>	<u>441</u>
205	<u>3</u>	<u>512.5</u>	<u>10.25</u>	<u>452</u>
210	<u>3</u>	<u>525</u>	<u>10.5</u>	<u>463</u>
215	<u>3</u>	<u>537.5</u>	<u>10.75</u>	<u>474</u>
220	<u>3</u>	<u>550</u>	<u>11</u>	<u>485</u>
225	<u>3</u>	<u>562.5</u>	<u>11.25</u>	<u>496</u>

MALIGNANT HYPERTHERMIA

ATTACHMENT F

MALIGNANT HYPERTHERMIA RESPONSE: ROLES

CHARGE NURSE

- Call 2222 and Initiate a “Code Blue- MH”
- Announce a MH crisis within the unit
- Direct Code Blue responders to place of MH event
- Obtain the MH Binder and distribute Responder Role descriptions to staff as they arrive
- Initiate and maintain current, documentation on the MH Event Record, located in MH binder or PolicyTech Malignant Hyperthermia Policy #2705.
 - Primary role keeps the team on track and documents interventions taking place.
 - Statements on the Event Record are turned into questions for the team to respond to.
- Confirm the MH medication kit and Crash Carts arrive in the room
- Ensure an ICU bed arrives on a timely basis (if patient is in OR)
- Post event:** confirm Code Blue cart has been exchanged
- Please patient labels on MH Event Record and make copies for Risk Management and Pharmacy and retain the original for the patient’s medical record.

MH response, charge nurse 2021

MALIGNANT HYPERTHERMIA

ATTACHMENT G

ALIGNANT HYPERTHERMIA RESPONSE: ROLES

PRIMARY CARE NURSE/ CIRCULATOR

ACUTE INTERVENTIONS: PRIMARY RN /OR CIRCULATOR

- Alerts the charge nurse there is a Code Blue - MH crisis
- If there is no charge nurse
 - Call 2222 and alert "Code Blue - MH"
 - Ask initial responder to distribute responders' role descriptions from the unit's MH binder
- Once Ryanodex is reconstituted, confirm weight based dose with RN recorder or Anesthesiologist
- Administer IV push through large bore IV.
- Notify RN Recorder when dose is administered.
- Provide patient care as necessary/warranted (vital signs, etc.), alerting event recorder of information

OR ONLY

- Give the cold IV and insulin to Anesthesia provider to administer.
- Perform counts and closing functions with Scrub tech and Surgeon
- Document count results in computer record
- Pour cold NS irrigant for lavage on sterile field when temp exceeds 39°C (For open cavity surgery only).

MALIGNANT HYPERTHERMIA

- Complete the PICIS Case Record (surgery)
- Provide Steri-Drape to surgeon if the wound will not be closed.
- Prepare the patient for transport to ICU and alert the ICU unit (if patient in OR)
- Provide hand off report to the receiving nurse

POST CRISIS INTERVENTIONS

- Complete an occurrence report

MALIGNANT HYPERTHERMIA

ATTACHMENT H

MALIGNANT HYPERTHERMIA RESPONSE: ROLES

PHARMACIST

- Respond to “Code Blue-MH”
- Reconstitute/provide medication as needed. Medications will be documented on MH Event Record and placed in the patient chart as part of the permanent record

METABOLIC ACIDOSIS – Sodium BICARBONATE

- If ABGs are not available: 1-2meq/kg NaHCO₃ IV push
- If ABGs are ready: 0.3 x wt in kg x base deficit, IV push

HYPERKALEMIA

- Calcium chloride: 10mg/kg IV push (Calcium gluconate is not compatible with NaHCO₃ in same IV)
- Insulin.

Adult dose: 10units regular insulin + 50ml 50% glucose rapidly IV
Pediatric dose: 0.1 units/kg regular insulin IV push + 1ml/kg 50% glucose IV push

DYSRHYTHMIAS

- Usually respond to treatment of hyperkalemia.
- Follow ACLS protocol

DO NOT USE CALCIUM CHANNEL BLOCKERS, which block the effect of dantrolene sodium, thereby increase K⁺ levels leading to an arrest.

URINE OUTPUT

- For less than 2ml/kg/hr. give Lasix 0.5-1mg/kg IV push
- For CK or K⁺ rise, alkalinize urine with infusion of NaHCO₃ at 1 meq/kg/hr.

MALIGNANT HYPERTHERMIA

Communicate with Pharmacy Dept. to ensure an adequate supply of Ryanodex is available if needed

When patient stabilizes post-crisis maintenance:

Ryanodex 1mg/kg (or more) IV push every 6 hours x 24 hours

MALIGNANT HYPERTHERMIA

ATTACHMENT I

MALIGNANT HYPERTHERMIA RESPONSE: ROLES

FIRST RN RESPONDER

- Bring Code Cart to bedside
- Obtain MH kit from Pyxis “override”
- Reconstitute Ryanodex with 5ml preservative free sterile water
- Verify dose with another RN or Pharmacist
- For temperature over 39°C, begin cooling N/A
 - Ice Packs (obtain STAT from Materials Management)
 - Apply to groins, axilla, sides, back of neck, and around head.
- Retrieve cold IV saline
- Assist with tasks as needed

OR ONLY: Circulator will:

- Obtain MH kit from Pyxis “override”
- Assist anesthesiologist with addition of Vapor-Clean filters to the inspiratory and expiratory limbs of the anesthesia machine
- For DIC, assist with identification of blood/blood components/patient, and administration.

MALIGNANT HYPERTHERMIA

Malignant Hyperthermia Emergency Dosage Chart
 Based on recommended loading dose of 2.5 mg per kg
 Chart calculated using Ryanodex reconstituted with
 5 mls of Sterile Water (without a bacteriostatic agent)

Commented [LKB4]: RX to verify Ryanodex dosages

<u>Patient's Weight in Kilograms</u>	<u>Number of 250 mg Vials of to Mix</u>	<u>Milligram dosage needed</u>	<u>ML's of Reconstituted Ryanodex to be administered</u>	<u>Patient's Weight in Pounds</u>
<u>20</u>	<u>1</u>	<u>50 mg</u>	<u>1</u>	<u>44</u>
<u>25</u>	<u>1</u>	<u>62.5 mg</u>	<u>1.25</u>	<u>55</u>
<u>30</u>	<u>1</u>	<u>75 mg</u>	<u>1.5</u>	<u>66</u>
<u>35</u>	<u>1</u>	<u>87.5 mg</u>	<u>1.75</u>	<u>77</u>
<u>40</u>	<u>1</u>	<u>100 mg</u>	<u>2</u>	<u>88</u>
<u>45</u>	<u>1</u>	<u>112.5 mg</u>	<u>2.25</u>	<u>99</u>
<u>50</u>	<u>1</u>	<u>125 mg</u>	<u>2.5</u>	<u>110</u>
<u>55</u>	<u>1</u>	<u>137.5 mg</u>	<u>2.75</u>	<u>121</u>
<u>60</u>	<u>1</u>	<u>150 mg</u>	<u>3</u>	<u>132</u>
<u>65</u>	<u>1</u>	<u>162.5 mg</u>	<u>3.25</u>	<u>143</u>
<u>70</u>	<u>1</u>	<u>175 mg</u>	<u>3.5</u>	<u>154</u>
<u>75</u>	<u>1</u>	<u>187.5 mg</u>	<u>3.75</u>	<u>165</u>
<u>80</u>	<u>1</u>	<u>200 mg</u>	<u>4</u>	<u>176</u>
<u>85</u>	<u>1</u>	<u>212.5 mg</u>	<u>4.25</u>	<u>187</u>
<u>90</u>	<u>1</u>	<u>225 mg</u>	<u>4.5</u>	<u>198</u>
<u>95</u>	<u>1</u>	<u>237.5 mg</u>	<u>4.75</u>	<u>209</u>
<u>100</u>	<u>1</u>	<u>250 mg</u>	<u>5</u>	<u>220</u>
<u>105</u>	<u>2</u>	<u>262.5 mg</u>	<u>5.25</u>	<u>231</u>
<u>110</u>	<u>2</u>	<u>275 mg</u>	<u>5.5</u>	<u>242</u>
<u>115</u>	<u>2</u>	<u>287.5 mg</u>	<u>5.75</u>	<u>253</u>
<u>120</u>	<u>2</u>	<u>300 mg</u>	<u>6</u>	<u>264</u>
<u>125</u>	<u>2</u>	<u>312.5 mg</u>	<u>6.25</u>	<u>275</u>
<u>130</u>	<u>2</u>	<u>325 mg</u>	<u>6.5</u>	<u>286</u>
<u>135</u>	<u>2</u>	<u>337.5 mg</u>	<u>6.75</u>	<u>297</u>
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<u>180</u>	<u>2</u>	<u>450</u>	<u>9</u>	<u>396</u>

MALIGNANT HYPERTHERMIA

<u>185</u>	<u>2</u>	<u>462.5</u>	<u>9.25</u>	<u>407</u>
<u>190</u>	<u>2</u>	<u>475</u>	<u>9.5</u>	<u>419</u>
<u>195</u>	<u>2</u>	<u>487.5</u>	<u>9.75</u>	<u>430</u>
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<u>205</u>	<u>3</u>	<u>512.5</u>	<u>10.25</u>	<u>452</u>
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<u>220</u>	<u>3</u>	<u>550</u>	<u>11</u>	<u>485</u>
<u>225</u>	<u>3</u>	<u>562.5</u>	<u>11.25</u>	<u>496</u>



Infection Prevention Annual Plan and Risk Assessment

2021/2022

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I. PURPOSE:

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

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The plan provides oversight to the:

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

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

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

Geographic location and community environment

Salinas Valley Memorial Hospital is part of Salinas Valley Memorial Healthcare System (SVMHS). The healthcare system is an integrated network of health care programs and services and at the core is a level 2, public district hospital with 263 beds, which employs approximately 1600 full time employees, located in the town of Salinas, the county of Monterey on the central coast of the state of California. SVMHS has specialty clinics located throughout the region, most which are centrally located next to the hospital. Specialized programs include the Comprehensive Community Cancer Program, Joint Replacement Center, Regional Spine Center, Women and Children Center, Salinas Valley Medical Clinic, Stroke Center, Taylor Farms Family Health and Wellness Center in Gonzales, Outpatient Infusion Center and the Regional Wound Healing Center. In addition, the hospital has a Level III neonatal Intensive Care Unit (NICU), and expanded Level II Emergency Department. In 2020, there were 11,989 hospital admissions, with 46,021

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patient days. Emergency service visits: 49,271, OR surgical services preformed 4,821, cases in 2020, with average of 13.2 cases per day.

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SVMHS serves Monterey County communities, which includes Salinas, Seaside, Monterey, Soledad, Marina, Prunedale, Greenfield, Pacific Grove, King City, Gonzalez, and all other surrounding communities. Salinas SVMHS serves adjacent communities, such as, Watsonville, Santa Cruz, San José, Big Sur, and Aptos. Monterey County area is surrounded by hills, mountains, streams and the Pacific Ocean 15 miles to the west. The economy is primarily based upon tourism in the coastal regions and agriculture in the Salinas River Valley. Most of the county's people live near the northern coast and Salinas Valley, while the southern coast and inland mountain regions are sparsely populated. Per 2020 National Census, the county's population was 433,168, 257,721 of the population are Hispanic, the county seat and largest city is Salinas. The City of Salinas population in 2017 157,596, with a population decrease since 2000 by -0.01% Patient population mix consists of African American 2.5%, American Indian 0.2%, Asian 5.6%, Hispanic 57.9%, and White 30.6%, which includes local residents, the homeless, and immigrants and seasonal farm workers. Per 2020 census 91.3% of Monterey, county residents speak Spanish; 2.1% speak Tagalog. Estimated median household income from 2020 Census Bureau for Monterey County residents is \$128,227, annually. *IC 01.03.01 EP 1-2*

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Reported by Monterey County Public Health in 2012, Epidemiological Impact of Communicable Diseases that SVMHS that would potentially impact SVMHS:

- Specific diseases or conditions that showed a statistically significant increase in incidence rates were campylobacteriosis, chlamydia, coccidioidomycosis, E. coli non-O157 (STEC), chronic hepatitis C, pertussis, and early syphilis.
- The most commonly reported enteric illnesses were campylobacteriosis, salmonellosis, and shigellosis. Affected population groups differed between these enteric pathogens, but in general, incidence rates were highest among children less than 15 years old.
- Sexually transmitted infections (STIs) represented the largest portion of diseases reported in Monterey County. Individuals age 15 to 24 accounted for the majority of reported chlamydia and gonorrhea cases. African Americans and Others (comprised of individuals of Native American/Alaskan Native, Multiracial, and Other racial groups) were disproportionately affected by chlamydia and gonorrhea. Men who have sex with men (MSM) were disproportionately affected by syphilis.
- Pertussis remained prevalent among Monterey County residents. Rates were highest among children less than 15 years of age, Hispanics, Asian/Pacific Islanders, and Whites. Asian/Pacific Islanders were disproportionately affected by chronic hepatitis B and tuberculosis (TB).
- Rates of newly reported chronic hepatitis C among non-correctional based community members have increased since 2003. Overall, rates were highest among males age 45 to 64 years old. African Americans were disproportionately affected. Incidence of coccidioidomycosis increased among Monterey County residents. Rates were highest among residents of South County, individual's ages 25 to 64 years, and African Americans.

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- CDPH alerts for disseminated gonococcal infections November, 2020
- MCPHD outbreaks of Syphilis in pregnant women and women of childbearing age April 2019.

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- MCPHD increases in Tuberculosis cases in 2019-2021
- Based on September 2019 MCPHD Provider update (2019 vs 2018):
 - Decrease in Hepatitis C, Chronic, Gonorrhea, Coccidioidomycosis, Syphilis, and HIV cases.
 - Increases in Chlamydia, Campylobacteriosis, Pertussis, Shigellosis cases.

The hospital has identified the Infection Prevention Manager as the individual with clinical authority over the infection prevention program. The Infection Preventionist (IP) is a qualified individual that manages the ongoing infection prevention program. Qualifications include appropriate education and training, with a goal for obtaining & maintaining certification (CIC) in infection control. *IC 01.01.01 EP 1*

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

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

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

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

meeting minutes are reported to the Medical Staff Committee, then to SVMHS Administration and Board of Directors to include assessing the adequacy of resources allocated to support infection prevention activities. *IC.01.01.01 EP 1-3*

III. AUTHORITY:

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

Infection prevention is integrated into clinical departments. Clinical departments identify department specific infection prevention concerns. From the concerns, department specific infection prevention policies are developed. Each department's specific infection prevention policies are reviewed/ revised every 3 years. The department director/manager or designee and infection preventionist discuss propose revisions before submitting to Pharmacy & Therapeutics/Infection Prevention Committee for approval. After approval, the policies are reviewed and approved by Medical Staff, then SVMHS Administration and the Board of Directors. Once final approval is obtained, the infection preventionist communicates decisions made to the department director/manager. Major policy revisions or changes are also discussed at the Pharmacy & Therapeutics/Infection Prevention Committee and Quality Interdisciplinary Committee before implementation. *IC.01.05.01 EP 6*

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

IV. DEFINITIONS:

N/A

V. STRATEGIES:

A. RISK ASSESSMENT

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

- ❖ Identify risks for transmission of infectious diseases based on patient/community demographics, medical services provided and epidemiological trends.

- ❖ The characteristics of the population served
- ❖ The results of the hospital's infection prevention data

The Risk Assessment is completed on at least an annual basis or whenever significant changes are noted to occur in any of the above stated criteria. *IC.01.03.01 EP 1-3*

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

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

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B. STRATEGIES TO ADDRESS THE PRIORITIZED RISKS

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

General Scope and Activities of the Infection Control Program

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

C. ACTIVE SURVEILLANCE

The Infection Preventionist is responsible for facilitating hospital-wide surveillance, and processes for the prevention of infections. Surveillance methods include daily nursing unit rounding, review of positive lab culture reports, review of newly admitted patients, and referrals from Nursing, Case Management, and Physicians. *IC 01.05.01 EP 1-3*

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

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- ❖ All Healthcare Onset Central line Bloodstream Infections
- ❖ All Healthcare Onset Catheter Associated Urinary Tract Infections
- ❖ Central Line Insertion Practices (CLIP) & Compliance
- ❖ All Healthcare Onset Multi-Drug Resistant Organisms (MDRO), including:
 - Clostridium difficile Surveillance Facility-wide,

- MRSA Bloodstream Infections Facility-wide
- VRE Bloodstream Infections Facility-wide
- ❖ Infections such as multi-drug resistant organisms (MDRO), including admission & discharge screening and surveillance of MRSA per California Senate Bill 1058
- ❖ All Surgical Site Infections designated by CDPH & CMS via NHSN
- ❖ CPDH Reportable Diseases, including Seasonal Influenza and Active Tuberculosis patients
- ❖ Environment of Care Surveillance Rounds
- ❖ Hand Hygiene (NSPG.07.01.01), reduce the risk of healthcare-associated infections

The CDC/NHSN definitions are used in determining the presence of nosocomial infection. The comprehensive data collection process is based on current scientific knowledge, accepted practice guidelines, and all applicable law and regulation. NHSN is utilized as the database where all events (infections) are imputed, Conferred Rights to all mandated agency's (i.e. CDPH, CMS, etc.) *IC 01.05.01 EP 8*

D. REGULATORY AGENCIES AND GUIDELINES

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

E. ROLE OF THE INFECTION PREVENTIONIST:

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

- Assist departments to define their role and scope in the surveillance, and prevention of infection.
- Assist departments with compliance with the requirements of regulatory and accrediting agencies.
- Facilitate cost containment and revenue preservation.
- ❖ Collaborates with the SVMHS Employee Health Department:
 - Consults on processes/procedures to minimize and manage risks of infection to staff.
 - Receives reports, evaluates, and documents, and reports diseases of epidemiologic significance in employees, which are defined as any communicable disease.
- ❖ Education in Infection Prevention provided to hospital staff, including hospital employees, physicians, volunteers, and students.
- ❖ Liaison between the State and Local Public Health Department and SVMHS.

F. OUTBREAK MANAGEMENT

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

G. DEFINITIONS USED IN IDENTIFYING HEALTHCARE-ASSOCIATED INFECTIONS

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

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

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

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

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

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

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I. GOALS

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

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

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(IC 01.03.01 EP 4-5, IC 01.04.01 EP 1-5)

J. EMERGENCY PREPAREDNESS AND MANAGEMENT

Infection Preventionist(s) participate in the hospital wide emergency plan via the Hospital Incident Command System (HICS). In the HICS system, Biological / Infectious Disease Medical Specialist will be called in as needed by the Incident Commander.

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

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The infection prevention department receives updates from the local and state health departments regularly regarding emerging infections in the community and state, as well as surge capacity and syndrome surveillance. The syndromes monitored are asthma, diarrhea, gastroenteritis, vomiting, fever, rash, sepsis / septic shock, and chicken pox. *IC.01.06.01 EP2*

In the event that patterns are identified, the hospital communicates this information to licensed independent practitioners and staff. Medical Staff would be notified and would communicate the information to the medical providers via the medical staff structure. The nursing staff also has a similar structure and the Chief Nursing Officer would be notified and information communicated to Nursing Directors, Unit Managers for communication to staff. The hospital has an education department that can be of assistance if needed in staff education. *IC.01.06.01 EP3*

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The hospital has developed a process that details the hospital's planned response to an influx of infectious patients. The plan addresses infectious control practices for patients, post exposure management, management of large scale exposures, post incident debriefing, laboratory support and CDC information if needed. *IC.01.06.01 EP5* If needed the hospital has a nurse-staffing plan that can be implemented to care for patients over an extended period of time. *IC.01.06.01 EP5*

Supporting documents:

- [EMERGING INFECTIOUS DISEASES INFECTION PREVENTION PANDEMIC PLAN](#)
- [ISOLATION - STANDARD AND TRANSMISSION BASED PRECAUTIONS](#)
- [EMPLOYEES EXPOSURES & PREVENTION PLANS: SPECIFIC DISEASE EXPOSURES AND WORK RESTRICTIONS](#)
- [EMERGENCY OPERATIONS PLAN](#)
- [INFLUENZA PANDEMIC PLAN](#)

VI. ORIENTATION AND EDUCATION:

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

VII. DOCUMENTATION:

A. ANNUAL EVALUATION OF PLAN

The Infection Prevention Performance Improvement Report is updated/reviewed quarterly at Pharmacy & Therapeutics/Infection Prevention Committee meetings. New risks or changes in priorities are identified throughout the year. At the end of each year outcomes of each identified goal is determined and considered for inclusion in next year's plan. The revised Plan is taken to the Pharmacy & Therapeutics/Infection Prevention Committee and Environment of Care committee for final revisions and approval. *IC.01.05.01 EP 3*

VIII. EVIDENCE BASED REFERENCE:

APPLICABLE STANDARDS OR REGULATORY REQUIREMENTS: The Joint Commission Standards, Infection Control, Title XXII CDPH

REFERENCES:

APIC Text of Epidemiology and Infection Control and Epidemiology, Association for Professionals in Infection Control and Epidemiology (APIC), Inc., 2021,

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National Healthcare Safety Network (NHSN) Patient Safety Component Manual January 2021; https://www.cdc.gov/nhsn/pdfs/pscmanual/pscmanual_current.pdf
California Department of Public Health, Communicable Disease Data.
<https://www.cdph.ca.gov/data/statistics/Pages/CDdata.aspx>.

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Monterey County Health Department, Communicable Diseases Report: Salinas, California: Public Health Bureau, Communicable Disease Unit. March 2014.
https://www.mtyhd.org/wp-content/uploads/2014/09/MCHD_EpidemReport_CommunicableDiseases_2012.pdf

US Census Bureau, 2015/2020 Census, <https://www.census.gov/data/tables/2020/dec/2020-apportionment-data.html>

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NHSN Reports, the webpage contains reports organized by the year of data included in the report. The annual reports include the Antimicrobial Resistance Reports, National and State-specific Healthcare-Associated Infections Progress Reports, and additional NHSN reports and resources; 2004 to 2020. <https://www.cdc.gov/nhsn/datastat/index.html>.

The NHSN Standardized Infection Ratio (SIR), A Guide to the SIR. Updated 02/2021.
<https://www.cdc.gov/nhsn/pdfs/ps-analysis-resources/nhsn-sir-guide.pdf>

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EXTENDED CLOSED SESSION
(if necessary)

(VICTOR REY, JR.)

*ADJOURNMENT – THE NEXT
REGULAR MEETING OF THE
BOARD OF DIRECTORS IS
SCHEDULED FOR THURSDAY,
DECEMBER 16, 2021, AT 4:00 P.M.*