July 21, 2023

TO: Legal Counsel

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

The next regular meeting of the **BOARD OF DIRECTORS OF SALINAS VALLEY HEALTH**[1] will be held **THURSDAY, JULY 27, 2023, AT 3:30 P.M., DOWNING RESOURCE CENTER, ROOMS A, B, & C, SALINAS VALLEY HEALTH MEDICAL CENTER, 450 E. ROMIE LANE, SALINAS, CALIFORNIA** or via **TELECONFERENCE** (*visit* **SalinasValleyHealth.com/virtualboardmeeting** *for Access Information*).

Pete Delgado
President/Chief Executive Officer

[1]Salinas Valley Memorial Healthcare System operating as Salinas Valley Health

REGULAR MEETING OF THE BOARD OF DIRECTORS
SALINAS VALLEY HEALTH[1]

THURSDAY, JULY 27, 2023, 3:30 P.M.
DOWNING RESOURCE CENTER, ROOMS A, B & C
SALINAS VALLEY HEALTH MEDICAL CENTER
450 E. ROMIE LANE, SALINAS, CALIFORNIA
or via TELECONFERENCE

(Visit salinasvalleyhealth.com/virtualboardmeeting for Access Information)

AGENDA

Presented By

1. **CALL TO ORDER / ROLL CALL** — *Victor Rey, Jr.*

2. **CLOSED SESSION** *(See Attached Closed Session Sheet Information)* — *Victor Rey, Jr.*

3. **RECONVENE OPEN SESSION/CLOSED SESSION REPORT** — *Victor Rey, Jr.*
   (Estimated time 5:00 pm)

4. **REPORT FROM THE PRESIDENT/CHIEF EXECUTIVE OFFICER** — *Pete Delgado*

5. **PUBLIC INPUT** — *Victor Rey, Jr.*

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

6. **BOARD MEMBER COMMENTS** — *Board Members*

7. **CONSENT AGENDA - GENERAL BUSINESS** — *Victor Rey, Jr.*
   (Board Member may pull an item from the Consent Agenda for discussion.)

   A. Minutes of June 21, 2023 Regular Meeting of the Board of Directors
   B. Financial Report
   C. Statistical Report
   D. Policies Requiring Approval

8. **REPORTS ON STANDING AND SPECIAL COMMITTEES**

   A. Quality and Efficient Practices Committee — *Catherine Carson*

   Minutes of the July 24, 2023 Quality and Efficient Practices Committee meeting have been provided to the Board for their review. Additional Report from Committee Chair, if any.

   B. Finance Committee — *Joel Hernandez Laguna*

   Minutes of the July 24, 2023 Finance Committee meeting have been provided to the Board for their review. The following recommendations have been made to the Board:

   1. Consider Recommendation for Board Approval of 3M 360 Encompass Coding Software as Sole Source and Contract Award
      - Committee Chair Report
      - Questions to Committee Chair/Staff
      - Motion/Second
      - Public Comment

[1]Salinas Valley Memorial Healthcare System operating as Salinas Valley Health

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

2. Consider Recommendation for Board of Directors to Award the Construction Contract to FTG Builders, Inc. for the CT Scanner and Nuclear Medicine Equipment Replacement Projects
   - Committee Chair Report
   - Questions to Committee Chair/Staff
   - Motion/Second
   - Public Comment
   - Board Discussion/Deliberation
   - Action by Board/Roll Call Vote

C. Personnel, Pension and Investment Committee — *Juan Cabrera*

Minutes of the July 25, 2023 Personnel, Pension and Investment Committee meeting have been provided to the Board for their review. Additional Report from Committee Chair, if any.

Allen Radner, MD

1. Consider Recommendation for Board Approval of:

   a. Findings Supporting Recruitment of Alex Logono, MD;
   b. Contract Terms for Dr. Logono's Recruitment Agreement; and
   c. Contract Terms for Dr. Logono's Hospitalist Professional Services Agreement

2. Consider Recommendation for Board Approval of:

   a. Findings Supporting Recruitment of Ian Fauconier, MD;
   b. Contract Terms for Dr. Fauconier's Recruitment Agreement; and
   c. Contract Terms for Dr. Fauconier's Urology Professional Services Agreement

3. Consider Recommendation for Board Approval of:

   a. Findings Supporting Recruitment of Yang Liu, MD;
   b. Contract Terms for Dr. Liu's Recruitment Agreement; and
   c. Contract Terms for Dr. Liu's Oncology Professional Services Agreement

D. Transformation, Strategic Planning and Governance Committee — *Victor Rey, Jr.*

Minutes of the July 26, 2023 Transformation, Strategic Planning, and Governance Committee meeting have been provided to the Board for their review. Additional Report from Committee Chair, if any.

9. REPORT ON BEHALF OF THE MEDICAL EXECUTIVE COMMITTEE (MEC) MEETING OF JULY 13, 2023, AND RECOMMENDATIONS FOR BOARD APPROVAL OF THE FOLLOWING: — *Theodore, Kaczmar, Jr., MD*

1. Reports
   a. Credentials Committee Report
   b. Interdisciplinary Practice Committee Report
2. Policies/Plans
   a. Medication Error Reduction Plan (MERP)
   b. Neonatal Endotracheal Intubation Nursing Standardized Procedure

10. EXTENDED CLOSED SESSION *(if necessary)* — *Victor Rey, Jr.*

11. ADJOURNMENT

The Regular Meeting of the Board of Directors is scheduled for **Thursday, August 24, 2023, at 4:00 p.m.**

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

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

SALINAS VALLEY HEALTH BOARD OF DIRECTORS

AGENDA FOR CLOSED SESSION

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

CLOSED SESSION AGENDA ITEMS

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):

_____, or

Unrepresented employee: (Specify position title of unrepresented employee who is the subject of the negotiations): Non-Affiliated

REPORT INVOLVING TRADE SECRET
(Government Code §37606 & Health and Safety Code § 32106)

Discussion will concern: (Specify whether discussion will concern proposed new service, program, or facility): Trade Secret, Strategic Planning, Proposed New Programs and Services

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

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

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

1. Report of the Medical Staff Quality and Safety Committee Report focus: "Efficient Practices"
    a. Laboratory Department- Shanta Day
    b. Radiology/Mammography/Nuclear Medicine
2. Quality and Safety Board Dashboard Review
3. Receive and Accept Quality and Safety Reports
    a. Throughput
    b. Emergency Department
    c. Glycemic Control
    d. Heart Failure
    e. Perianesthesia/Endoscopy
    f. Public Relation/ Communications
    g. Materials Management
    h. Clinical Informatics
    i. Social Services/ Case Management/ Utilization Management

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.)

REPORT FROM THE PRESIDENT/ CHIEF EXECUTIVE OFFICER

(VERBAL)

(PETE DELGADO)

PUBLIC INPUT

BOARD MEMBER COMMENTS

(VERBAL)

SALINAS VALLEY MEMORIAL HEALTHCARE SYSTEM[1]
REGULAR MEETING OF THE BOARD OF DIRECTORS
MEETING MINUTES
JUNE 21, 2023

Committee Members Present:
In-person: President Victor Rey Jr., Vice-President Joel Hernandez Laguna, Juan Cabrera, Rolando Cabrera MD., and Catherine Carson
Via Teleconference: None
Committee Members Absent: None
President Victor Rey Jr joined the meeting at 4:10 p.m.

Absent: None

Also Present:
Pete Delgado, President/Chief Executive Officer
Theodore Kaczmar, Jr., MD, Chief of Staff
Matthew Ottone, Esq., District Legal Counsel
Julian Lorenzana, Board Clerk

1. CALL TO ORDER/ROLL CALL

A quorum was present and Vice-President Hernandez Laguna called the meeting to order at 4:05 p.m. The Board moved to remove item No. 4D from Closed Session and tabled Appendix A and B on Item No. 10 from Open Session.

2. CLOSED SESSION

Vice-President Hernandez Laguna announced items to be discussed in Closed Session as listed on the posted Agenda are (1) *Report Involving Trade Secrets*, (2) *Hearings/Reports*. The meeting recessed into Closed Session under the Closed Session Protocol at 4:07 p.m. The Board completed its business of the Closed Session at 5:34 p.m.

3. RECONVENE OPEN SESSION/REPORT ON CLOSED SESSION

The Board reconvened Open Session at 5:34 p.m. President Victor Rey, Jr. reported that in Closed Session, the Board discussed (1) *Report Involving Trade Secrets*, (2) *Hearings/Reports*. The Board received the reports listed on the Closed Session Agenda. No additional actions were taken.

4. EDUCATION PROGRAM – BOARD RESOURCES VIA VERALON

Jeffery Adler, Managing Director and Amanda Kueh, Chief Content Strategist from Veralon presented to the Board an overview of the Veralon platform.

[1]Salinas Valley Memorial Healthcare System operating as Salinas Valley Health

5. REPORT FROM THE PRESIDENT/CHIEF EXECUTIVE OFFICER

Mark Farouk, Vice president of the California Hospital Association was invited to speak on SB 770 - Unified Health Care Financing. President Pete Delgado featured this month's mission moment and spoke on behalf of each pillar. The following pillars were reported on the following pillars: Service, Quality, Growth, People, and Community.

6. PUBLIC INPUT

No public comment

7. BOARD MEMBER COMMENTS

Director J. Cabrera praised the Hospital for its community outreach and commented that it is doing a great job.

Director Cabrera MD. No comment

Director Carson commented that she saw Salinas Valley Health posters at an outside event and was a pleasure to see them.

Director Hernandez Laguna commented that he has heard great reviews on the Emergency Department and seeing our staff being recognized by the City Council was a proud moment. He also mentioned that he's glad to hear the Mobile Clinic is a safe haven for medical services.

Director Rey commented that he is excited about the parking expansion providing more space and gave kudos to the Emergency Department.

8. CONSENT AGENDA – GENERAL BUSINESS

A. Minutes of May 25, 2023 Regular Meeting of the Board of Directors
B. Minutes of June 6, 2023 Special Meeting of the Board of Directors
C. Financial Report
D. Statistical Report
E. Policies Requiring Approval
   Mobile Phones & Digital Devices
   Fire Safety for Procedures
   Emergent Open Sternotomy (Assist)
   Nursing Excellence / Peer Review
   Operating Budget
F. Approval of Public Entity Banking Resolution for Mechanics Bank, N.A. identifying authorized signers for District deposit accounts

PUBLIC COMMENT:
None

MOTION:
Upon motion by Director Hernandez Laguna, second by Director Carson, the Board of Directors approved the Consent Agenda, Items (a) through (f), as presented.

ROLL CALL VOTE:

Ayes: Directors Rey Hernandez Laguna, J. Cabrera, R Cabrera and Carson
Noes: None;
Abstentions: None;
Absent: None

Motion Carried

9. REPORTS ON STANDING AND SPECIAL COMMITTEES

A. QUALITY AND EFFICIENT PRACTICES COMMITTEE

Received a report from Director Catherine Carson regarding the Quality and Efficient Practices Committee during Closed Session.

B. FINANCE COMMITTEE

Received a report from Director Joel Hernandez Laguna regarding the Finance Committee.

1. ***Consider the Recommendation for the Board of Directors Approval of the Fiscal Year 2024 (FY2024) Operating & Capital Budget as presented.***

PUBLIC COMMENT:
None

MOTION:

Upon motion by Director Hernandez Laguna, second by Director J. Cabrera, the Board of Directors approves the Fiscal Year 2024 (FY2024) Operating & Capital Budget as presented.

BOARD DISCUSSION:

Director Hernandez Laguna gave thanks to Augustine Lopez, Chief Financial Officer, and his team for all the hard work that was put into the budget.

ROLL CALL VOTE:
Ayes: Directors Rey, Hernandez Laguna, J. Cabrera, R. Cabrera, and Carson;
Noes: None;
Abstentions: None;
Absent: None

Motion Carried

C. CORPORATE COMPLIANCE AND AUDIT COMMITTEE

Received a report from Director Juan Cabrera regarding the Personnel, Pension, and Investment Committee.

10. REPORT ON BEHALF OF THE MEDICAL EXECUTIVE COMMITTEE (MEC) MEETING OF JUNE 8, 2023, AND RECOMMENDATIONS FOR BOARD APPROVAL OF THE FOLLOWING:

A. REPORTS

C. Credentials Committee Report

D. Interdisciplinary Practice Committee Report

B. POLICIES/PROCEDURES/PLANS:

~~*C.* Appendix A – Quality Assessment and Performance Improvement Plan (QAPI) – 2023 Project List~~ **(Item tabled for next meeting)**

~~*D.* Appendix B – QAPI – 2023 Indicators and Scope~~ **(Item tabled for next meeting)**

E. Infection Prevention Program Plan

F. Emergency Management Program Plan

PUBLIC COMMENT:
None

MOTION:
Upon motion by Director R. Cabrera, second by Director Hernandez Laguna, the Board of Directors approves the Medical and Executive Committee Reports and the Policies, Procedures, and Plans.

BOARD DISCUSSION:
None

ROLL CALL VOTE:
Ayes: Directors Rey, Hernandez Laguna, J. Cabrera, R. Cabrera, and Carson;
Noes: None;
Abstentions: None;
Absent: None

Motion Carried

11. EXTENDED CLOSED SESSION

An extended Closed Session was not required

12. ADJOURNMENT

The next Regular Meeting of the Board of Directors is scheduled for **Wednesday, July 27 at 4:00 p.m.** There being no further business, the meeting was adjourned at 6:45 p.m.

_____
Rolando Cabrera, MD
Secretary, Board of Directors

SALINAS VALLEY MEMORIAL HOSPITAL
SUMMARY INCOME STATEMENT
June 30, 2023

	Month of June,		Twelve months ended June 30,	
	current year	prior year	current year	prior year
Operating revenue:				
Net patient revenue	$ 57,697,193	$ 51,436,428	$ 634,703,851	$ 588,814,062
Other operating revenue	1,456,715	415,158	19,354,793	13,924,053
Total operating revenue	59,153,908	51,851,586	654,058,644	602,738,115
Total operating expenses	64,443,719	48,515,656	585,331,213	516,872,887
Total non-operating income	4,755,735	(1,367,948)	(11,972,375)	(40,073,716)
Operating and non-operating income	$ (534,076)	$ 1,967,982	$ 56,755,056	$ 45,791,511

SALINAS VALLEY MEMORIAL HOSPITAL
BALANCE SHEETS
June 30, 2023

	Current year	Prior year
ASSETS:		
Current assets	$ 434,419,206	$ 400,938,512
Assets whose use is limited or restricted by board	157,874,522	148,632,659
Capital assets	246,418,048	239,012,844
Other assets	183,803,090	188,331,318
Deferred pension outflows	116,970,429	95,857,027
	$ 1,139,485,295	$ 1,072,772,360
LIABILITIES AND EQUITY:		
Current liabilities	82,946,958	117,446,577
Long term liabilities	17,262,346	18,514,233
Lease deferred inflows	2,856,614	1,911,058
Pension liability	123,875,314	79,111,485
Net assets	912,544,063	855,789,007
	$ 1,139,485,295	$ 1,072,772,360

SALINAS VALLEY MEMORIAL HOSPITAL
SCHEDULES OF NET PATIENT REVENUE
June 30, 2023

	Month of June,		Twelve months ended June 30,	
	current year	prior year	current year	prior year
Patient days:				
By payer:				
Medicare	1,762	1,760	23,632	21,148
Medi-Cal	981	1,094	13,871	11,883
Commercial insurance	659	624	8,720	8,784
Other patient	86	46	1,467	1,256
Total patient days	3,488	3,524	47,690	43,071
Gross revenue:				
Medicare	$ 105,303,384	$ 98,016,903	$ 1,263,747,921	$ 1,123,537,736
Medi-Cal	67,729,412	64,206,315	849,054,820	685,840,554
Commercial insurance	56,494,220	50,125,392	628,644,840	593,689,626
Other patient	8,840,971	5,833,628	105,684,890	94,823,167
Gross revenue	238,367,987	218,182,238	2,847,132,471	2,497,891,083
	72.6%	74.4%	74.2%	72.4%
Deductions from revenue:				
Administrative adjustment	72,563	(27,209)	3,086,596	3,260,698
Charity care	824,076	554,068	7,724,323	9,592,563
Contractual adjustments:				
Medicare outpatient	33,599,796	30,594,787	370,792,647	334,139,787
Medicare inpatient	45,009,982	40,699,043	555,460,281	492,120,788
Medi-Cal traditional outpatient	2,647,523	3,463,809	38,876,838	36,040,421
Medi-Cal traditional inpatient	1,250,711	1,792,869	59,791,485	67,818,454
Medi-Cal managed care outpatient	30,121,468	24,233,798	341,758,075	266,005,432
Medi-Cal managed care inpatient	20,115,843	25,071,160	304,661,806	236,204,606
Commercial insurance outpatient	21,941,233	18,989,754	225,451,397	201,941,543
Commercial insurance inpatient	20,116,538	17,984,711	240,140,483	208,330,469
Uncollectible accounts expense	4,464,114	4,036,087	47,598,238	45,609,276
Other payors	506,947	(647,066)	17,086,451	8,012,984
Deductions from revenue	180,670,794	166,745,810	2,212,428,620	1,909,077,021
Net patient revenue	$ 57,697,193	$ 51,436,428	$ 634,703,851	$ 588,814,062
	24.21%	23.57%	22.29%	23.57%
Gross billed charges by patient type:				
Inpatient	$ 119,256,978	$ 110,969,167	$ 1,519,243,349	$ 1,330,183,319
Outpatient	87,936,332	78,842,751	972,485,176	846,505,981
Emergency room	31,174,677	28,370,321	355,403,945	321,201,783
Total	$ 238,367,987	$ 218,182,238	$ 2,847,132,470	$ 2,497,891,083

SALINAS VALLEY MEMORIAL HOSPITAL
STATEMENTS OF REVENUE AND EXPENSES
June 30, 2023

	Month of June,		Twelve months ended June 30,	
	current year	prior year	current year	prior year
Operating revenue:				
Net patient revenue	$ 57,697,193	$ 51,436,428	$ 634,703,851	$ 588,814,062
Other operating revenue	1,456,715	415,158	19,354,793	13,924,053
Total operating revenue	59,153,908	51,851,586	654,058,644	602,738,115
Operating expenses:				
Salaries and wages	15,339,465	15,693,191	200,798,472	186,838,429
Compensated absences	2,642,484	2,863,109	34,440,500	33,034,072
Employee benefits	25,254,355	9,318,395	112,167,994	84,730,013
Supplies, food, and linen	6,821,744	6,637,409	82,113,243	76,339,085
Purchased department functions	5,229,078	4,049,215	50,500,131	42,053,884
Medical fees	2,719,477	2,782,393	26,831,181	22,892,541
Other fees	2,984,415	3,067,931	35,116,921	30,660,007
Depreciation	478,740	4,784,231	22,653,044	25,346,051
All other expense	2,973,961	(680,218)	20,709,727	14,978,805
Total operating expenses	64,443,719	48,515,656	585,331,213	516,872,887
Income from operations	(5,289,811)	3,335,930	68,727,431	85,865,228
Non-operating income:				
Donations	6,648,598	(65,000)	16,406,938	1,844,206
Property taxes	2,053,906	1,320,277	5,720,572	4,986,944
Investment income	1,407,871	(1,793,683)	8,254,571	(13,522,866)
Taxes and licenses	0	0	0	(29,074)
Income from subsidiaries	(5,354,640)	(829,542)	(42,354,456)	(33,352,926)
Total non-operating income	4,755,735	(1,367,948)	(11,972,375)	(40,073,716)
Operating and non-operating income	(534,076)	1,967,982	56,755,056	45,791,511
Net assets to begin	913,078,139	853,821,025	855,789,006	809,997,496
Net assets to end	$ 912,544,063	$ 855,789,007	$ 912,544,063	$ 855,789,007
Net income excluding non-recurring items	$ (534,076)	$ 1,967,982	$ 56,755,056	$ 39,499,135
Non-recurring income (expense) from cost report settlements and re-openings and other non-recurring items	0	0	0	6,292,376
Operating and non-operating income	$ (534,076)	$ 1,967,982	$ 56,755,056	$ 45,791,511

SALINAS VALLEY MEMORIAL HOSPITAL
SCHEDULES OF INVESTMENT INCOME
June 30, 2023

	Month of June,		Twelve months ended June 30,	
	current year	prior year	current year	prior year
Detail of other operating income:				
Dietary revenue	$ 185,468	$ 172,757	$ 1,989,152	$ 1,715,287
Discounts and scrap sale	132,869	2,023	1,347,360	1,336,587
Sale of products and services	95,258	50,508	514,618	764,979
Clinical trial fees	0	1,210	0	28,910
Stimulus Funds	0	0	0	0
Rental income	98,924	59,810	2,084,037	1,880,981
Other	944,196	128,850	13,419,626	8,197,309
Total	$ 1,456,715	$ 415,158	$ 19,354,793	$ 13,924,053
Detail of investment income:				
Bank and payor interest	$ 1,402,630	$ 115,550	$ 11,184,628	$ 1,082,877
Income from investments	5,241	(1,914,233)	(1,727,807)	(16,320,488)
Gain or loss on property and equipment	0	5,000	(1,202,250)	1,714,745
Total	$ 1,407,871	$ (1,793,683)	$ 8,254,571	$ (13,522,866)
Detail of income from subsidiaries:				
Salinas Valley Medical Center:				
Pulmonary Medicine Center	$ (181,797)	$ (182,721)	$ (2,025,696)	$ (2,202,870)
Neurological Clinic	(67,306)	(15,558)	(779,593)	(624,810)
Palliative Care Clinic	(103,994)	(80,270)	(870,651)	(943,414)
Surgery Clinic	(152,801)	(80,711)	(1,730,882)	(1,477,919)
Infectious Disease Clinic	(32,116)	(18,198)	(370,495)	(305,689)
Endocrinology Clinic	(201,752)	(93,860)	(2,100,044)	(1,468,261)
Early Discharge Clinic	0	0	0	0
Cardiology Clinic	(469,444)	(439,496)	(5,770,601)	(5,062,460)
OB/GYN Clinic	(414,289)	(257,444)	(4,047,530)	(3,903,447)
PrimeCare Medical Group	(709,890)	(70,519)	(8,014,124)	(5,637,329)
Oncology Clinic	(413,029)	(260,781)	(3,490,516)	(2,837,829)
Cardiac Surgery	(403,674)	(108,228)	(3,710,973)	(2,386,170)
Sleep Center	(33,332)	(24,180)	(448,918)	(391,073)
Rheumatology	(57,248)	(42,537)	(739,926)	(653,798)
Precision Ortho MDs	(395,372)	(45,049)	(4,606,611)	(3,287,472)
Precision Ortho-MRI	0	190	0	0
Precision Ortho-PT	(25,531)	(9,385)	(422,895)	(541,192)
Vaccine Clinic	0	2,723	(683)	(55,690)
Dermatology	(67,386)	6,158	(279,020)	(182,294)
Hospitalists	0	0	0	0
Behavioral Health	(39,350)	(40,933)	(417,730)	(725,870)
Pediatric Diabetes	(48,584)	(40,116)	(552,538)	(512,196)
Neurosurgery	(24,673)	(38,804)	(361,771)	(285,200)
Multi-Specialty-RR	1,316	17,066	82,050	106,330
Radiology	(1,297,370)	11,404	(1,794,865)	(2,538,422)
Salinas Family Practice	(95,792)	(82,242)	(1,241,078)	(1,151,129)
Urology	(109,662)	66,642	(1,085,215)	(173,493)
Total SVMC	(5,343,076)	(1,826,849)	(44,780,305)	(37,241,697)
Doctors on Duty	(595)	683,726	515,366	762,542
Vantage Surgery Center	0	0	0	222,007
LPCH NICU JV	0	178,532	0	178,532
Central Coast Health Connect	(106,009)	(55,447)	(106,009)	(55,447)
Monterey Peninsula Surgery Center	58,641	168,182	1,649,523	2,407,819
Coastal	22,943	(68,398)	54,826	(343,667)
Apex	0	0	0	103,759
GenesisCare USA	(56,210)	35,766	(161,196)	155,750
Monterey Bay Endoscopy Center	69,666	54,946	473,340	457,477
Total	$ (5,354,640)	$ (829,542)	$ (42,354,456)	$ (33,352,926)

SALINAS VALLEY MEMORIAL HOSPITAL
BALANCE SHEETS
June 30, 2023

	Current year	Prior year
Current assets:		
Cash and cash equivalents	$ 328,752,213	$ 298,028,150
Patient accounts receivable, net of estimated uncollectibles of $27,287,667	85,106,372	83,765,858
Supplies inventory at cost	8,016,154	7,960,823
Current portion of lease receivable	1,924,102	534,201
Other current assets	10,620,365	10,649,480
	434,419,206	400,938,512
Assets whose use is limited or restricted by board	157,874,522	148,632,659
Capital assets:		
Land and construction in process	58,875,554	36,458,903
Other capital assets, net of depreciation	187,542,494	202,553,942
	246,418,048	239,012,844
Other assets:		
Right of use assets, net of amortization	5,675,770	7,137,296
Long term lease receivable	1,120,595	1,462,610
Investment in securities	145,498,387	141,269,337
Investment in SVMC	7,683,412	12,629,372
Investment in Aspire/CHI/Coastal	1,698,526	1,643,700
Investment in other affiliates	21,594,227	21,767,134
Net pension asset	532,173	2,421,869
	183,803,090	188,331,318
Deferred pension outflows	116,970,429	95,857,027
	$ 1,139,485,295	$ 1,072,772,360
L I A B I L I T I E S A N D N E T A S S E T S		
Current liabilities:		
Accounts payable and accrued expenses	$ 56,350,575	$ 62,774,145
Due to third party payers	6,173,719	34,388,483
Current portion of notes payable	0	0
Current portion of self-insurance liability	18,527,794	17,347,981
Current portion of lease liability	1,894,870	2,935,968
	82,946,958	117,446,577
Long term portion of notes payable	0	0
Long term portion of workers comp liability	13,285,330	14,058,922
Long term portion of lease liability	3,977,016	4,455,311
	100,209,304	135,960,810
Lease deferred inflows	2,856,614	1,911,058
Pension liability	123,875,314	79,111,485
Net assets:		
Invested in capital assets, net of related debt	246,418,048	239,012,844
Unrestricted	666,126,015	616,776,163
	912,544,063	855,789,007
	$ 1,139,485,295	$ 1,072,772,360

SALINAS VALLEY MEMORIAL HOSPITAL
STATEMENTS OF REVENUE AND EXPENSES - BUDGET VS. ACTUAL
June 30, 2023

	Month of June,				Twelve months ended June 30,			
	Actual	Budget	Variance	% Var	Actual	Budget	Variance	% Var
Operating revenue:								
Gross billed charges	$ 238,367,987	$ 208,914,441	29,453,546	14.10%	$ 2,847,132,471	$ 2,504,949,071	342,183,400	13.66%
Dedutions from revenue	180,670,794	161,574,650	19,096,144	11.82%	2,212,428,620	1,936,443,207	275,985,413	14.25%
Net patient revenue	57,697,193	47,339,791	10,357,402	21.88%	634,703,851	568,505,864	66,197,987	11.64%
Other operating revenue	1,456,715	1,374,687	82,028	5.97%	19,354,793	16,496,239	2,858,554	17.33%
Total operating revenue	**59,153,908**	**48,714,478**	**10,439,430**	**21.43%**	**654,058,644**	**585,002,104**	**69,056,540**	**11.80%**
Operating expenses:								
Salaries and wages	15,339,465	16,372,555	(1,033,090)	-6.31%	200,798,472	195,549,570	5,248,902	2.68%
Compensated absences	2,642,484	2,874,976	(232,492)	-8.09%	34,440,500	34,211,012	229,488	0.67%
Employee benefits	25,254,355	7,280,194	17,974,161	246.89%	112,167,994	86,536,628	25,631,366	29.62%
Supplies, food, and linen	6,821,744	6,215,371	606,373	9.76%	82,113,243	75,583,312	6,529,931	8.64%
Purchased department functions	5,229,078	3,490,994	1,738,084	49.79%	50,500,131	41,892,036	8,608,095	20.55%
Medical fees	2,719,477	2,026,754	692,723	34.18%	26,831,181	24,321,051	2,510,130	10.32%
Other fees	2,984,415	1,982,528	1,001,887	50.54%	35,116,921	23,960,799	11,156,122	46.56%
Depreciation	478,740	1,897,347	(1,418,607)	-74.77%	22,653,044	23,080,683	(427,639)	-1.85%
All other expense	2,973,961	1,732,165	1,241,796	71.69%	20,709,727	20,960,962	(251,235)	-1.20%
Total operating expenses	**64,443,719**	**43,872,885**	**20,570,834**	**46.89%**	**585,331,213**	**526,096,054**	**59,235,159**	**11.26%**
Income from operations	**(5,289,811)**	**4,841,593**	**(10,131,404)**	**-209.26%**	**68,727,431**	**58,906,050**	**9,821,381**	**16.67%**
Non-operating income:								
Donations	6,648,598	166,667	6,481,931	3889.16%	16,406,938	2,000,000	14,406,938	720.35%
Property taxes	2,053,906	333,333	1,720,573	516.17%	5,720,572	4,000,000	1,720,572	43.01%
Investment income	1,407,871	129,915	1,277,955	983.68%	8,254,571	1,558,986	6,695,586	429.48%
Income from subsidiaries	(5,354,640)	(3,559,699)	(1,794,941)	50.42%	(42,354,456)	(41,823,902)	(530,554)	1.27%
Total non-operating income	**4,755,735**	**(2,929,783)**	**7,685,518**	**-262.32%**	**(11,972,375)**	**(34,264,916)**	**22,292,541**	**-65.06%**
Operating and non-operating income	**$ (534,076)**	**$ 1,911,810**	**(2,445,886)**	**-127.94%**	**$ 56,755,056**	**$ 24,641,134**	**32,113,922**	**130.33%**

SALINAS VALLEY MEMORIAL HOSPITAL
PATIENT STATISTICAL REPORT
For the month of June and twelve months to date

	Month of June		Twelve months to date		
	2022	2023	2021-22	2022-23	Variance
NEWBORN STATISTICS					
Medi-Cal Admissions	33	44	464	457	(7)
Other Admissions	80	97	1,132	1,034	(98)
Total Admissions	113	141	1,596	1,491	(105)
Medi-Cal Patient Days	61	68	732	739	7
Other Patient Days	132	166	1,853	1,746	(107)
Total Patient Days of Care	193	234	2,585	2,485	(100)
Average Daily Census	6.4	7.8	7.1	6.8	(0.3)
Medi-Cal Average Days	2.1	1.7	1.6	1.7	0.1
Other Average Days	0.7	1.9	1.6	1.7	0.1
Total Average Days Stay	1.8	1.8	1.6	1.7	0.1
ADULTS & PEDIATRICS					
Medicare Admissions	378	373	4,270	4,709	439
Medi-Cal Admissions	285	265	2,889	3,477	588
Other Admissions	367	304	3,624	3,698	74
Total Admissions	1,030	942	10,783	11,884	1,101
Medicare Patient Days	1,466	1,520	18,158	19,967	1,809
Medi-Cal Patient Days	1,129	1,036	12,254	14,309	2,055
Other Patient Days	1,312	987	13,529	13,687	158
Total Patient Days of Care	3,907	3,543	43,941	47,963	4,022
Average Daily Census	130.2	118.1	120.4	131.4	11.0
Medicare Average Length of Stay	3.8	4.0	4.2	4.2	0.0
Medi-Cal AverageLength of Stay	4.1	3.3	3.5	3.6	0.0
Other Average Length of Stay	3.8	2.5	2.9	3.0	0.0
Total Average Length of Stay	3.9	3.3	3.5	3.6	0.0
Deaths	19	29	327	296	(31)
Total Patient Days	4,100	3,777	46,526	50,448	3,922
Medi-Cal Administrative Days	0	10	212	103	(109)
Medicare SNF Days	0	0	0	0	0
Over-Utilization Days	0	0	0	0	0
Total Non-Acute Days	0	10	212	103	(109)
Percent Non-Acute	0.00%	0.26%	0.46%	0.20%	-0.25%

SALINAS VALLEY MEMORIAL HOSPITAL
PATIENT STATISTICAL REPORT
For the month of June and twelve months to date

	Month of June		Twelve months to date		
	2022	2023	2021-22	2022-23	Variance
PATIENT DAYS BY LOCATION					
Level I	248	263	3,282	3,569	287
Heart Center	421	345	3,790	4,194	404
Monitored Beds	592	619	8,820	7,979	(841)
Single Room Maternity/Obstetrics	355	359	4,294	4,013	(281)
Med/Surg - Cardiovascular	877	732	9,000	10,754	1,754
Med/Surg - Oncology	282	289	3,109	3,381	272
Med/Surg - Rehab	585	443	5,767	6,025	258
Pediatrics	146	83	1,302	1,409	107
Nursery	193	234	2,585	2,485	(100)
Neonatal Intensive Care	114	60	1,386	1,531	145
PERCENTAGE OF OCCUPANCY					
Level I	63.59%	67.44%	69.17%	75.22%	
Heart Center	93.56%	76.67%	69.22%	76.60%	
Monitored Beds	73.09%	76.42%	89.50%	80.96%	
Single Room Maternity/Obstetrics	31.98%	32.34%	31.80%	29.71%	
Med/Surg - Cardiovascular	64.96%	54.22%	54.79%	65.47%	
Med/Surg - Oncology	72.31%	74.10%	65.52%	71.25%	
Med/Surg - Rehab	75.00%	56.79%	60.77%	63.49%	
Med/Surg - Observation Care Unit	0.00%	68.63%	0.00%	82.32%	
Pediatrics	27.04%	15.37%	19.82%	21.45%	
Nursery	38.99%	47.27%	21.46%	20.63%	
Neonatal Intensive Care	34.55%	18.18%	34.52%	38.13%	

SALINAS VALLEY MEMORIAL HOSPITAL
PATIENT STATISTICAL REPORT
For the month of June and twelve months to date

	Month of June		Twelve months to date		
	2022	2023	2021-22	2022-23	Variance
DELIVERY ROOM					
Total deliveries	110	136	1,522	1,436	(86)
C-Section deliveries	36	39	495	451	(44)
Percent of C-section deliveries	32.73%	28.68%	32.52%	31.41%	-1.12%
OPERATING ROOM					
In-Patient Operating Minutes	24,790	19,894	238,995	236,813	(2,182)
Out-Patient Operating Minutes	27,278	32,654	304,315	335,196	30,881
Total	52,068	52,548	543,310	572,009	28,699
Open Heart Surgeries	15	14	146	168	22
In-Patient Cases	184	138	1,762	1,615	(147)
Out-Patient Cases	294	307	3,082	3,396	314
EMERGENCY ROOM					
Immediate Life Saving	21	38	376	399	23
High Risk	515	653	5,729	7,633	1,904
More Than One Resource	2,964	2,944	31,743	35,378	3,635
One Resource	1,970	1,807	20,310	24,430	4,120
No Resources	83	88	1,006	1,168	162
Total	5,553	5,530	59,164	69,008	9,844

SALINAS VALLEY MEMORIAL HOSPITAL
PATIENT STATISTICAL REPORT
For the month of June and twelve months to date

	Month of June		Twelve months to date		
	2022	2023	2021-22	2022-23	Variance
CENTRAL SUPPLY					
In-patient requisitions	14,810	14,140	180,661	180,922	261
Out-patient requisitions	9,992	11,263	112,473	117,046	4,573
Emergency room requisitions	557	771	11,357	9,051	-2,306
Interdepartmental requisitions	6,375	6,093	73,383	81,494	8,111
Total requisitions	31,734	32,267	377,874	388,513	10,639
LABORATORY					
In-patient procedures	34,948	35,383	419,089	468,241	49,152
Out-patient procedures	10,343	11,202	133,772	126,815	-6,957
Emergency room procedures	13,079	12,806	135,581	155,144	19,563
Total patient procedures	58,370	59,391	688,442	750,200	61,758
BLOOD BANK					
Units processed	392	276	3,760	3,711	-49
ELECTROCARDIOLOGY					
In-patient procedures	933	1,042	11,851	13,466	1,615
Out-patient procedures	354	446	4,406	4,503	97
Emergency room procedures	1,182	1,211	12,645	13,964	1,319
Total procedures	2,469	2,699	28,902	31,933	3,031
CATH LAB					
In-patient procedures	98	88	1,095	1,212	117
Out-patient procedures	102	118	1,120	1,024	-96
Emergency room procedures	0	0	0	1	1
Total procedures	200	206	2,215	2,237	22
ECHO-CARDIOLOGY					
In-patient studies	364	380	4,366	4,765	399
Out-patient studies	211	263	2,569	2,922	353
Emergency room studies	1	2	10	17	7
Total studies	576	645	6,945	7,704	759
NEURODIAGNOSTIC					
In-patient procedures	137	165	1,810	1,709	-101
Out-patient procedures	11	20	282	240	-42
Emergency room procedures	0	0	0	0	0
Total procedures	148	185	2,092	1,949	-143

SALINAS VALLEY MEMORIAL HOSPITAL
PATIENT STATISTICAL REPORT
For the month of June and twelve months to date

	Month of June		Twelve months to date		
	2022	2023	2021-22	2022-23	Variance
SLEEP CENTER					
In-patient procedures	0	0	1	2	1
Out-patient procedures	182	208	2,040	1,795	-245
Emergency room procedures	0	0	0	1	1
Total procedures	182	208	2,041	1,798	-243
RADIOLOGY					
In-patient procedures	1,216	1,173	14,893	17,017	2,124
Out-patient procedures	342	441	4,745	4,884	139
Emergency room procedures	1,375	1,491	15,597	18,214	2,617
Total patient procedures	2,933	3,105	35,235	40,115	4,880
MAGNETIC RESONANCE IMAGING					
In-patient procedures	153	198	1,612	1,860	248
Out-patient procedures	105	138	1,307	1,305	-2
Emergency room procedures	8	7	87	73	-14
Total procedures	266	343	3,006	3,238	232
MAMMOGRAPHY CENTER					
In-patient procedures	4,094	4,043	43,741	47,667	3,926
Out-patient procedures	4,064	3,987	43,442	47,225	3,783
Emergency room procedures	0	3	12	12	0
Total procedures	8,158	8,033	87,195	94,904	7,709
NUCLEAR MEDICINE					
In-patient procedures	25	10	195	225	30
Out-patient procedures	95	71	941	1,089	148
Emergency room procedures	0	0	5	2	-3
Total procedures	120	81	1,141	1,316	175
PHARMACY					
In-patient prescriptions	80,466	84,753	1,021,745	1,134,381	112,636
Out-patient prescriptions	16,083	16,579	179,605	183,891	4,286
Emergency room prescriptions	8,559	9,049	87,764	105,838	18,074
Total prescriptions	105,108	110,381	1,289,114	1,424,110	134,996
RESPIRATORY THERAPY					
In-patient treatments	14,916	16,391	211,611	213,968	2,357
Out-patient treatments	1,330	894	14,382	13,317	-1,065
Emergency room treatments	215	290	2,764	4,796	2,032
Total patient treatments	16,461	17,575	228,757	232,081	3,324
PHYSICAL THERAPY					
In-patient treatments	2,502	2,195	28,983	30,363	1,380
Out-patient treatments	275	261	3,593	2,526	-1,067
Emergency room treatments	0	0	0	2	2
Total treatments	2,777	2,456	32,576	32,891	315

SALINAS VALLEY MEMORIAL HOSPITAL
PATIENT STATISTICAL REPORT
For the month of June and twelve months to date

	Month of June		Twelve months to date		
	2022	2023	2021-22	2022-23	Variance
OCCUPATIONAL THERAPY					
In-patient procedures	1,255	1,445	17,149	19,059	1,910
Out-patient procedures	157	201	1,831	2,101	270
Emergency room procedures	0	0	0	0	0
Total procedures	1,412	1,646	18,980	21,160	2,180
SPEECH THERAPY					
In-patient treatments	383	512	5,221	5,705	484
Out-patient treatments	16	43	331	325	-6
Emergency room treatments	0	0	0	0	0
Total treatments	399	555	5,552	6,030	478
CARDIAC REHABILITATION					
In-patient treatments	0	2	0	3	3
Out-patient treatments	468	564	6,488	6,452	-36
Emergency room treatments	0	0	1	0	-1
Total treatments	468	566	6,489	6,455	-34
CRITICAL DECISION UNIT					
Observation hours	291	326	3,978	4,975	997
ENDOSCOPY					
In-patient procedures	79	73	1,076	996	-80
Out-patient procedures	40	72	363	719	356
Emergency room procedures	0	0	0	0	0
Total procedures	119	145	1,439	1,715	276
C.T. SCAN					
In-patient procedures	689	723	7,197	8,795	1,598
Out-patient procedures	324	448	4,205	4,922	717
Emergency room procedures	652	765	7,480	8,333	853
Total procedures	1,665	1,936	18,882	22,050	3,168
DIETARY					
Routine patient diets	19,935	20,668	227,855	277,213	49,358
Meals to personnel	24,437	28,233	263,781	303,414	39,633
Total diets and meals	44,372	48,901	491,636	580,627	88,991
LAUNDRY AND LINEN					
Total pounds laundered	93,908	97,403	1,177,643	1,221,167	43,524

Status **Pending** PolicyStat ID **13786195**

Last Approved	N/A	Owner	Mark Danek: Director of Pharmacy
Last Revised	N/A	Area	Pharmacy
Next Review	1 year after approval		

Medication Error Reduction Program Plan

SCOPE

A. Since 2002, the California Department of Public Health (CDPH) has required every licensed general, acute care hospital in California to establish a Medication Error Reduction Plan (MERP), referred to as the CA MERP. The Pharmacy Department, working collaboratively with the multidisciplinary Medication Safety Committee members, oversees the MERP and provides a process aimed at eliminating or significantly reducing medication-related errors.

B. Medication safety is maintained as a high priority by not only the Pharmacy Department but also the organization system wide. The Pharmacy Department takes a leadership role in evaluating and monitoring medication use throughout the institution as well as leading multidisciplinary committees on medication safety, including the Pharmacy and Therapeutics (P&T) Committee and the Medication Safety Committee, a sub-committee of the P&T Committee.

OBJECTIVES/GOALS

A. **Objectives**

1. The objectives of the MERP include actions and measurable steps targeted to achieve the goals of improving safe ~~and~~ medication processes, eliminating~~,~~ or reducing medication-related errors and enhancing patient safety. Concurrent and retrospective review of clinical care is employed in determining the meaningful actions needed to promote the safe care of the patient.

A. **Goals**

1. The goal of the MERP at Salinas Valley Health Medical Center (SVHMC) is to ensure safe and accurate medication processes, while significantly reducing harmful medication-related errors, using a multifaceted approach (proactive, real-time, and retroactive), including encouraging the reporting of good catches/close calls (potential medication-related errors) to reporting medication adverse drug events, including medication errors. A robust MERP entails the identification and

implementation of methodologies to reduce medication-related errors with the goal of reducing harm and improving the quality of care and patient safety.

DEFINITIONS

A. N/A

PLAN MANAGEMENT

A. **Plan Elements**

1. The National Coordinating Council for Medication Error Reporting and Prevention (NCC MERP) defines a medication error as: "~~A~~any preventable event that may cause or lead to inappropriate medication ~~error~~use or patient harm while the medication is ~~any preventable event that may cause or lead to inappropriate medication use or~~in the control of the health care professional, patient ~~harm while the medication is in the control of the health care professional, patient,~~ or consumer. Such events may be related to professional practice, health care products, procedures, and systems, including prescribing, order communication, product labeling, packaging, and nomenclature, compounding, dispensing, distribution, administration, education, monitoring and use." This standard definition is encouraged by the NCC MERP to be used by institutions and other groups to identify errors.
2. SVHMC uses methodologies to assess, improve, and evaluate medication safety processes. Examples include targeting high-leverage systems and technologies, involving interdisciplinary oversight, learning from external reports, and improving procedures and systems. These objectives include taking actionable and measurable steps targeted to achieve an impactful MERP program.
3. The framework of the MERP includes, but is not limited to the following:
    a. Maintaining a robust medication error reporting system.
    Review concurrent and retrospective features of medication use as well as identify medication system vulnerabilities that impact clinical care. Based on this review, make recommendations for improving the safety of medication-related processes by analyzing aggregate medication-related error data, adverse reaction data, and other events, using the organization's robust electronic online Occurrence Reporting System, or other methods as indicated. Proactivly examine "good catches/close calls" in order to implement changes when needed is an essential practice to prevent medication errors.
    b. The organization's Medication Safety Committee oversees the MERP. It is sub-committee of the Pharmacy and Therapeutics (P&T) Committee, meets every other month and analyzes actual or potential medication-related errors and advocates for actionable improvements in current procedures and systems. The Medication Safety Committee is a multidisciplinary team comprised of pharmacists, physicians, nurses, administrators, safety/quality, and risk management members, under the leadership of the Medication Safety Officer. (See Medication Safety Committee Charter.)

c. Including thoughtfully planned implementation and reassessment of technology to promote safe practices.

d. Employing effective and timely measurable assessments, including continuous improvement as a tool in monitoring systems, alerts, processes, and procedures.

e. Providing a proactive practice to risk identification analysis, identifying trends or patterns, to facilitate error reduction strategies. Components of the MERP include eleven (11) procedures of systems that are associated with medication use, as recommended by the Institute for Safe Medication Practices (ISMP).

f. Incorporating and learning from external medication-related error alerts, proactively ensuring system safety.

g. Including an annual review of the MERP to modify current processes and systems when needed to determine their effectiveness. When indicated, modifications to the MERP will be instituted.

B. **Plan Management**

1. REPORTING SYSTEMS AND MONITORING

a. SVHMC encourages prescribers, nurses, pharmacists, respiratory therapists, and other healthcare practitioners who identify actual and potential medication-related events to report them internally, using the organization's robust electronic online Occurrence Reporting System (WeCare). This system allows the option for anonymous reporting and shares these events to the proper parties for review and analysis.

b. The organization promotes a Just Culture of safety environment, which allows for a clear and transparent communication of errors in a nonpunitive environment, where employees are encouraged to be open about errors and near misses (good catches) and vulnerabilities in the system. Just Culture, a values-supportive system of shared responsibility, provides a framework to evaluate systems and behaviors to identify and fix these vulnerabilities in a fair and just manner. The risk may lie in flawed system design or from individual inadvertent human behavior, or a combination of ~~the two~~both. Behaviors contributing to medication-related errors tend to fall into three main categories: human error, an inadvertent act that could happen to anyone; at-risk behavior, a risk believed to be justified because other colleagues do the same~~,~~; reckless behavior, conscious disregard for the risk.

c. An annual review of the MERP is conducted, in order to assess the effectiveness of the plan for each of the eleven procedures and systems. This process is directed through the Medication Safety Committee, a sub-committee of the Physician and Therapeutics (P&T) Committee. The activities in the MERP, as well the analyses of medication errors, adverse reactions and trends, are evaluated by the Medication Safety Committee. During this review, if indicated, modifications may be made to promote positive outcomes.

d. When it is identified that healthcare employees require education in order to improve the safety of medication processes, a plan to implement the required educational programs is developed in conjunction with the appropriate department directors and the Education Department. The education may be provided in a variety of ways, including the examples listed below.

e. Medication safety information is communicated throughout the organization by multiple methods:

i. Data is shared with the P&T Committee, Quality and Safety Committee, Medical Executive Committee, and the Board of Directors.

ii. Recommendations are forwarded to the appropriate committee/ body for approval, including the P&T Committee, Nursing Leadership, and Education Department Director.

iii. Focused in-services, including mandatory annual skills sessions, shift huddles, and weekly updates (emails sent to the staff from their managers) are performed.

iv. "Written" information is communicated to the healthcare professionals within the organization via multiple mediums including, but not limited to:

a. Organization-wide email system in which staff members are responsible for accessing and reviewing.

b. New employee orientation, HealthStream (e-Learning) electronic online module, mandatory annual skills sessions, shift huddles, "weekly updates" sent to the staff from their managers.

c. Weekly Information Notes (WIN Tip Sheets through email and health system intranet [STARnet]).

d. Medical Staff quarterly department meetings, summaries of Medical Executive Committee meetings (posted on the STARnet intranet, under Physicians), as well as mass emails.

2. PROCEDURE

a. The organization uses a multifaceted approach to proactively identify and implement methodologies to reduce medication-related errors and to improve the quality of care provided to patients. The process for identifying medication errors and risks includes prospective, concurrent (e.g., observation, including reports from staff) and retrospective review of patient care. Data is collected using the electronic online Occurrence Reporting System, an electronic online reporting system that documents adverse medication events, including medication-related errors and adverse drug reactions. Other means to identify actual or potential medication-related errors include the capture of pharmacy or nursing

interventions and the reporting of triggers.

b. Led by the Medication Safety Officer, the Medication Safety Committee members proactively review and incorporates information from the literature, peer ~~to~~ -to-peer review of medication management systems in other hospitals, as well as external medication-related error alert sources into safety practices as an additional area of surveillance and vigilance. Examples of external reports include, but are not limited to: the Institute for Safe Medication Practices (ISMP), The Joint Commission (Sentinel Event Alert) newsletters, US Food and Drug Administration (FDA) Drug Alerts and Statements, National Alert Network, National Coordinating Council for Medication Error Reporting and Prevention (NCC MERP) Recommendations and Statements, American Society of Health-System Pharmacists (ASHP), the California State Board of Pharmacy, and the California Department of Public Health (CDPH).

c. This information is analyzed and reported to the Medication Safety Committee, providing interdisciplinary oversight, who conducts a timely review of these events, including those that have caused harm or may have the potential to cause harm. Under the leadership of the Medication Safety Officer, medication-related errors and risks are analyzed and weaknesses or deficiencies are identified. Methods employed in this analysis may include root cause analysis (RCA) and risk assessments. Once the root cause is identified, working with this multidisciplinary team is paramount to identifying and implementing appropriate solutions, including actionable changes to procedures and systems. Improvement plans then developed by the Medication Safety Committee are presented to the P&T Committee for discussion, approval, and implementation. This information is then reported to the Quality and Safety Committee, the Medical Executive Committee, and to the Board of Directors.

d. When it is identified that staff members require education in order to improve the safety of medication processes, a plan to implement the required educational programs is developed in conjunction with the appropriate Department Directors and the Education Department. Medication safety information is communicated throughout SVHMC in various ways, including:

    i. Data may be forwarded to the P&T Committee, Quality and Safety Committee, Medical Executive Committee, and to the Board of Directors.

    ii. Recommendations are forwarded to the appropriate committee/ body for approval, such as to the P&T Committee, Nursing Leadership, and Education Department Director.

    iii. Focused in-services, huddles, and/or HealthStream (electronic) education modules.

    iv. Written information may be communicated to staff via:

        a. Organization-wide email system whereby staff

members are responsible for accessing and reviewing.

b. Nursing Education modalities including new employee orientation, WIN Tip Sheets, HealthStream, mandatory annual skills sessions, shift huddles, and “weekly updates” sent to the staff from their managers.

c. Medical Staff quarterly department meetings, summaries of Medical Executive Committee meetings (posted on the STARnet intranet, under Physicians), and other updates.

e. The organization has adopted the California MERP initiatives, which include eleven (11) procedures and systems that are associated with medication use. SVHMC’s Medication Use Policy provides more detailed information about these procedures and systems.

f. The organization has adopted a methodology to evaluate each of these procedures and systems in order to proactively identify actual or potential medication-related errors as well as to provide a concurrent and retrospective review to identify any weaknesses or deficiencies. The plan for each of these procedures and systems is reviewed annually to assess their effectiveness. When indicated, such as when weakness or deficiencies are found, the plan for the specific procedures and systems is modified. Improvement plans are shared with staff members and leadership for enhanced medication safety.

i. **ELEVEN (11) PROCEDURES AND SYSTEMS**

a. **Prescribing** - The process whereby a licensed or authorized prescriber orders a medication for a patient.

i. This includes order sets, order strings and individual medication orders, which are prescribed using electronic computerized provider order entry (CPOE) as well as faxed paper orders. The ordering of medications must comply with the required elements of a prescription, as mandated by the California Board of Pharmacy and The Joint Commission. During the prescribing process, medication orders must be legible; they must not contain abbreviations, inappropriate leading/trailing zeroes, ranges, and as needed (PRN) orders without indication or clear instruction of use.

b. **Prescription Order Communications** - The process where a prescription is communicated, clarified, transcribed (If necessary), and any other communications related to a prescription order. This

process may be via direct order by the provider or by means of a telephone order or verbal order to the licensed nurse/pharmacist when appropriate.

i. This also includes communication of relevant information to the pharmacy necessary for medication order processing/ verification, such as allergies, age, current weight (using metric units), height, gender, and pertinent laboratory values. In addition, medication-related electronic alerts during prescription order entry, pharmacy validation or clinical administration related to allergies, therapeutic duplication, drug interactions, contraindications and critical laboratory values are important features that must be acknowledged during prescription order communications.

c. **Product Labeling** - Product Labeling refers to the label placed on a medication at any point in the process intended to be administered to a patient.

i. The product label shall contain the patient's name, the location where the medication is to be delivered (e.g., the patient's room), as well as the directions for use and applicable accessory and cautionary instructions (e.g., refrigerate). This also includes the use of "Tall Man" (mixed case) lettering, "Look Alike Sound Alike" (LASA), and the notation of "High Alert" for medications designated as High Alert when feasible. The product shall contain the appropriate units, such as the metric system, where applicable.

d. **Packaging and Nomenclature** - Packaging and nomenclature include the process of preparing a product in a unit dose ready-to-administer package/ container.

i. This includes the repackaging of bulk products to unit dose packages. Packaging may also include the use of barcodes, as applicable. Nomenclature involves the utilization of a standard unit of measurement (metric system) and approved "Tall Man "(mixed case) lettering, as well as "Look Alike Sound Alike" (LASA) designations, where applicable.

e. **Compounding** - The process of preparing a product not commercially available in the concentration ordered by the prescriber, preferably by the pharmacy.
    i. This involves utilizing a sterile compounding area as appropriate and expanding the availability of pre-made ready to use products when available. This includes employing standardized concentrations and beyond use dating pertinent to applicable rules, regulations, and laws.

f. **Dispensing** - The process of a pharmacist validating a prescriber order and selecting the correct medication to dispense to a patient, including oral, parenteral, and miscellaneous medications.
    i. This includes a process for verifying and using patient's own medications, where applicable.

g. **Distribution** - The process where a clinician obtains the medication on the unit to administer to the patient.
    i. This includes the use of automated dispensing cabinets (ADCs), emergency medication carts, as well as medication storage. The distribution process involves the pharmacy distribution system (centralized vs. decentralized) and the utilization of pharmacy satellites. Automated dispensing cabinet use provides a critical role in the distribution process. Pharmacy is responsible for the stocking of the ADCs, following requirements for Look Alike Sound Alike (LASA) and High Alert medications, monitoring medication expiration dates and temperatures, and providing a process for using the override function for selected medications. In addition, ADCs provide oversight for controlled substances, including handling, discrepancy, return, and diversion documentation and monitoring.

h. **Administration** - The process where the clinician administers the medication to the patient.
    i. This includes the use of barcode medication administration (BCMA) technology that involves the process of verification by

scanning the barcode on the medication and the patient identification wristband, providing enhanced patient safety. The process also includes the use of standard administration times, equipment modifications (such as tubing and administration sets), automated Smart Pump technology, and independent double checks (IDC) prior to medication administration as essential features to decrease adverse medication-related events.

i. **Education** - This includes education campaigns and programs targeted to any clinician involved in the medication use process.
    i. This includes tools intended to provide the clinician with medication-related information, such as UpToDate/Lexi-Comp, Micromedex, and other resources. This also includes education directed at the patient.

j. **Monitoring** - The process to monitor a particular step in the medication use process.
    i. This includes patient-specific monitoring, such as a response to a medication or pharmacokinetic drug dosing effects. This includes audits, rounds, as well as proactive, concurrent, and retrospective surveillance. Also included is the process of monitoring adverse drug events (medication errors and adverse drug reactions) and monitoring high alert or other medications with known potential for harm. In addition, monitoring includes specialists hired to review safety information on a local and national level.

k. **Use** - This encompasses all other practices, systems and procedures in the medication use process, including ~~HIPPA~~HIPAA (Health Insurance Portability and Accountability Act of 1996).
    i. This includes processes for handling chemotherapy or biohazard agents. This includes medication use evaluations, Core Measures, Root Cause Analysis (RCA), Failure-Mode-Effects Analysis (FMEA), and surveys. This may also include

computerized tools to review usage and document reasons for medication use. In addition, this involves the review of proper "uses" of medications, such those with off-label indications.

3. DOCUMENTATION
    a. The MERP plans developed at Salinas Valley Health since inception of the requirement are available for review.
4. SVHMC's Medication Safety Committee created a Charter to define the scope of its role in advocating for patient safety. See Attachment Medication Safety Committee Charter.

C. **Plan Responsibility**

1. The Director, Pharmacy has oversight for the implementation of the MERP Program.
2. The Chair, Pharmacy and Therapeutics Committee has oversight to assure the plan elements are initiated, implemented and monitored and actions are defined for any opportunities.
3. The Director, Pharmacy is assisted by other disciplines, including but not limited to , medical and nursing staff, dietitians and others as needed.

D. **Performance Measurement**

1. The performance measurement process is one part of the evaluation of the effectiveness of this Plan. Performance measures have been established to measure aspects of the MERP Plan.
2. On an annual basis, the Medication Safety Committee evaluates the scope, objectives, performance, and effectiveness of the Plan to manage risks to the staff, visitors, and patients at SVHMC.

E. **Orientation and Education**

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

F. SVHMC relevant policies and procedures

1. Pharmacy: Sterile Compounding: General Practices
2. ~~Chemotherapy Administration of Parenteral and oral Neoplastic Agents~~Chemotherapy Administration of Parenteral and Oral Antineoplastic Agents
3. ~~Central Vascular Access Devices~~Central Vascular Access Devices
4. ~~Hazardous Drug Handling~~Hazardous Drug Handling
5. ~~Look Alike, Sound Alike Medication Management Policy~~Look Alike, Sound Alike Medication Management
6. ~~Medication Reconciliation~~Medication Reconciliation
7. ~~Patient's Own Medication Usage~~Patient's Own Medication Usage
8. ~~Drug Procurement/Inventory Control~~Drug Procurement/Inventory Control

9. ~~Automated Dispensing machine Drug Distribution System~~Automated Dispensing Machine Drug Distribution System
10. ~~Transdermal Fentanyl Patch Clinical Procedure~~Transdermal Fentanyl Patch
11. ~~Intravenous Administration of Hypertonic Sodium Chloride Solutions in Adult Patient Populations~~Intravenous Administration of Hypertonic Sodium Chloride Solutions in Adult Patient Populations
12. ~~Blood and Blood Product Administration Policy~~Blood and Blood Product Administration
13. ~~Patient Identification Policy~~Patient Identification
14. ~~Adverse Drug Reaction Program~~Adverse Drug Reaction Program
15. ~~Isolation-Standard and Transmission-based Precautions~~Isolation - Standard and Transmission Based Precautions

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B. https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=HSC&division=2.&title=&part=&chapter=2.05.&article
California Legislative Information. Health and Safety Code – HSC; Division 2. Licensing Provisions [1200-1796.7]; Chapter 2.05. Minimization of Medication-Related Errors [1339.63-1339.63] (Chapter 2.05 added by Stats. 2000, Ch 816, Sec. 1.)

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SB 1875 – State of California; an act to add Section 1157.8 to the Evidence Code, and to add Chapter 2.05 (commencing with Section 1339.63) to Division 2 of the Health and Safety Code, related to health.

K. https://www.cdph.ca.gov/Programs/CHCQ/LCP/Pages/AFL-08-39.aspx
State of California – Health and Human Services Agency. California Department of Public Health. All facilities Letter To: All General Care Hospitals and Special Hospitals; Subject: Survey Process for Medication Error Reduction Plans (MERP). December 9, 2008.

Attachments

Medication Safety Committee Charter 2023.pdf

Approval Signatures

Step Description	Approver	Date
MEC	Katherine DeSalvo: Director Medical Staff Services	Pending
P&T Committee	Rebecca Alaga: Regulatory/ Accreditation Coordinator	06/2023
Policy Committees	Rebecca Alaga: Regulatory/ Accreditation Coordinator	06/2023
Policy Owner	Mark Danek: Director of Pharmacy	06/2023

Standards

No standards are associated with this document

History

Created by Alaga, Rebecca: Regulatory/Accreditation Coordinator on 6/7/2023, 12:18PM EDT

> Workflow assigned

Administrator override by Woodrow, Lea: Director of Accreditation and Regulatory Complianc on 6/7/2023, 12:57PM EDT

> hyperlinked policies and procedures

Draft saved by Danek, Mark: Director of Pharmacy on 6/9/2023, 1:23AM EDT

Edited by Alaga, Rebecca: Regulatory/Accreditation Coordinator on 6/9/2023, 1:09PM EDT

> Mark please approve ASAP. Approved at Policy Committee 6/9/23

Last Approved by Danek, Mark: Director of Pharmacy on 6/9/2023, 1:15PM EDT

Last Approved by Alaga, Rebecca: Regulatory/Accreditation Coordinator on 6/14/2023, 3:22PM EDT

> Policy Committee approved.

Approval flow updated in place by Alaga, Rebecca: Regulatory/Accreditation Coordinator on 6/20/2023, 6:32PM EDT

Last Approved by Alaga, Rebecca: Regulatory/Accreditation Coordinator on 6/20/2023, 6:42PM EDT

> Verbal approval from P&T. Skipping formal approval per COO to move forward to MEC.

QUALITY AND EFFICIENT PRACTICES COMMITTEE

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

(CATHERINE CARSON)

FINANCE COMMITTEE

Minutes from of the
Finance Committee
will be distributed at the Board Meeting

(JOEL HERNANDEZ LAGUNA)

Board Paper: Review and Approval by Board

Agenda Item:	Consider Recommendation for Board Approval of 3M™ 360 Encompass™ Coding Software as Sole Source Justification and Contract Award
Executive Sponsor:	Augustine Lopez, CFO Philip Katzenberger, Director of Health Information Management
Date:	July 20, 2023

Executive Summary

3M™ 360 Encompass™ provides the software licenses for coding staff in Health Information Management (HIM) to translate the diagnoses and procedures, as provided by the physician into ICD-10 codes for claim submission. The 3M software provides computer assisted coding with encoder software to group procedures and diagnoses into the proper regulator sequence for Inpatient and Outpatient services. 3M 360 Encompass has clinical documentation improvement system modular software which is used to track review of medical record documentation for completeness and accuracy. It also includes multiple-group HIM custom interfaces, reimbursement calculation software APR DRG (all patient refined diagnosis related groups), and Med-Cal Coding reference advantage software for coding staff.

We do not recommend replacing the existing solution. There is risk of operational disruption during the learning curve while adapting to a new system and workflow methodology such as tabulator base vs. etiology base to obtain structure code sets. We would expect operational disruptions and inefficiencies should we replace the current solution with another vendor's solution. We can reasonably estimate a hit to staff productivity (10% to 40% reduction) running dual systems and increases in Salinas Valley Health's mid revenue collection days valued at several millions of dollars of unclaimed/unprocessed cases.

The 3M™ 360 Encompass™ solution leverages natural language processing for report types such as history and physicals, consultation, discharge summaries, operative reports, progress notes, radiology and lab reports. Each of these reports required interface customization. These customizations were created nine (9) years ago at a sunk cost of $150,000 requiring seven (7) months' time of custom project build. To recreate a similar custom build, the estimated cost is $235,000, plus consultation services. There is no proven operational advantage to switching vendors.

Referenced Gartner Peer Insights, who compared 3M™ to other vendors in the market. 3M™ 360 Encompass™ has higher scoring scores higher when compared to their competition in capability functionality, of scalability, integration, customization, administration, and maintenance sustainable maintenance.

Unique to market, 3M has reviews in healthcare provider value-based performance management analytics. As a tool that aids in delivering insights into claims, encounters and how achieving systemness can lead to seamless, cost-effective, and high-quality care.

The 3M product functions well with periodic upgrades and new product development. We recommend the 3M™ five-year contract renewal as proposed.

Key Contract Terms	3M™
1. Proposed contract signing date	August 28, 2023
2. Term of agreement	August 7, 2023 – August 6, 2028
3. Renewal terms	Auto one-year renewal
4. Termination provision(s)	60 days' written notice to terminate, 30 day with cause termination.
5. Payment Terms	Net 45
6. Annual cost(s)	$333,386.49
7. Cost over life of agreement	$1,787,773.65
8. Budgeted (yes or no)	Yes
9. Contract	1001.660

Recommendation

Consider recommendation for Board approval of 3M™ 360 Encompass™ contract renewal as sole source justification and contract award in the amount of $1,787,773.65 over a five-year term.

Attachments

- Sole Source Justification Form
- Evidence of legal review
- Master Software and Services Agreement

Justification for Sole Source Form

To: Proposal Evaluation Panel

From: Philip Katzenberger

Type of Purchase: (check one)

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

Cost Estimate ($):	$1,787,773.65 (5year contract)
Vendor Name:	3M™
Item Title:	3M 360 Encompass Coding Software Renewal: 2023 - 2028

Statement of Need: My department's recommendation for sole source is based upon an objective review of the product/service required and appears to be in the best interest of the SVMHS. I know of no conflict of interest on my part or personal involvement in any way with this request. No gratuities, favors or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers to exist.

Describe how this selection results in the best value to SVMHS. See typical examples below.

☐ Licensed or patented product or service. No other vendor provides this. Warranty or defect correction service obligations of the consultant. **Describe why it is mandatory to use this licensed or patented product or service:**

☒ Existing SVMHS equipment, inventory, custom-built information system, custom built data inventory system, or similar products or programs. **Describe. If product is off-the-shelf, list efforts to find other vendors (i.e. web site search, contacting the manufacturer to see if other dealers are available to service this region, etc.).**

Salinas Valley Health (SVH) has natural language processing for report types such as; history and physicals, consultation, discharge summaries, operative reports, progress notes, radiology and lab reports. Each of these reports required interface customization. These customizations were created nine (9) years ago at a sunk cost of $150,000 and seven (7) months' time. To recreate a similar custom build, the estimated cost is $235,000. Additional consultation services are not included. There is no proven operational advantage to switching vendors.

Gartner Peer Insights compares 3M™ to other vendors in the market, 3M™ 360 Encompass™ scores higher when compared to their competition in functionality, scalability, integration, customization, administration, and sustainable maintenance.

Unique to market, 3M has reviews in healthcare provider value-based performance management analytics. As a tool that aids in delivering insights into claims, encounters and how achieving systemness can lead to seamless, cost-effective, and high-quality care.

We do not recommend replacing the existing solution. There is risk of operational disruption during the learning curve for our coding staff to adapt to a new system, and workflow methodology such as tabulator base vs. etiology base to obtain structure code sets. We would expect operational disruptions and inefficiencies should we replace the current solution with another vendor's solution. We can reasonably estimate a hit to staff productivity (10% to 40% reduction) running dual systems and increases in Salinas Valley Health's mid revenue collection days valued at several millions of dollars of unclaimed/unprocessed cases.

Justification for Sole Source Form

The 3M product functions well with periodic upgrades and new product development. We recommend the 3M™ 5-year contract renewal as proposed.

- ☐ Uniqueness of the service. **Describe.**
- ☐ SVMHS has established a standard for this manufacturer, supplier or provider and there is only one vendor. **Attach documentation from manufacturer to confirm that only one dealer provides the product.**
- ☐ Factory-authorized warranty service available from only this single dealer. Sole availability at the location required. **Describe.**
- ☐ Used item with bargain price (describe what a new item would cost). **Describe.**
- ☐ Other -The above reasons are the most common and established causes for an eligible sole source. If you have a different reason, **Describe:**

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

Submitter Signature: _____ Date: _____

MASTER SOFTWARE AND SERVICES AGREEMENT

SIGNATURE PAGE

THIS MASTER SOFTWARE AND SERVICES AGREEMENT ("Agreement") between **3M Health Information Systems, Inc.** ("3M") having an office at 575 West Murray Boulevard, Murray, Utah 84123-4611 and **Salinas Valley Memorial Healthcare System, a local health care district organized and operating pursuant to Division 23 of the California Health and Safety Code, operating as Salinas Valley Health** ("Client") with offices at **450 E Romie Ln, Salinas, CA 93901-4029** (collectively the "Parties" or individually the "Party") shall be effective as of the date last signed ("Effective Date")**.**

The Parties acknowledge that the agreements(s) listed below, shall be terminated upon the conclusion of **August 7, 2023**, with the exception of any Services being contracted for (but not yet completed and invoiced) under the agreement(s) below which were not added to this Agreement ("Outstanding Services"). Such Outstanding Services under the agreement(s) below shall not be cancelled and shall continue to be completed and invoiced under the agreement(s) they were originally contracted for, and such agreement(s) will be extended to the extent necessary to complete such Outstanding Services. After the completion of any such Outstanding Services, the agreement(s) below shall terminate in their entirety.

DESCRIPTION OF AGREEMENT	DATED	AGREEMENT NUMBER (IF APPLICABLE)
Software License Agreement	August 8, 2006	06-1259

REMIT ALL PAYMENTS DUE UNDER THIS AGREEMENT TO:	ACH AND WIRE TRANSFERS TO:
3M Health Information Systems Dept. 0881 PO Box 120881 Dallas, TX 75312-0881	**JPMorganChase** **1 Chase Manhattan Plaza** **New York NY 10081** Beneficiary A/C Name: **3M Health Information Systems, Inc.** ABA # **021000021** Account # **192825864** Swift address: **CHASUS33** (for International Use)

WRITTEN NOTICES UNDER THIS AGREEMENT SHALL BE SENT TO:

Salinas Valley Health 450 E Romie Ln Salinas, CA, 93901-4029	3M HEALTH INFORMATION SYSTEMS 575 West Murray Boulevard Murray, UT 84123-4611
Attention: Office of the President/CEO Email Address:	Attention: Pricing and Contract Director With copy to: Legal

To indicate acceptance and agreement to be bound by the terms and conditions of this Agreement, the Parties have executed this Agreement on the date(s) indicated below.

SALINAS VALLEY MEMORIAL HEALTHCARE SYSTEM, A LOCAL HEALTH CARE DISTRICT ORGANIZED AND OPERATING PURSUANT TO DIVISION 23 OF THE CALIFORNIA HEALTH AND SAFETY CODE, OPERATING AS SALINAS VALLEY HEALTH	3M HEALTH INFORMATION SYSTEMS, INC.
BY:	BY: John C. Mathison AW
NAME: Pete Delgado	NAME: John C. Mathison
TITLE: President/CEO	TITLE: HIS Operations
DATE:	DATE: July 12, 2023

Please email or fax a purchase order in the amount of **$333,360.68,** this signed Agreement and applicable Tax-Exempt forms to:
hisilverspringcontractrequests@mmm.com or **(651) 732-8469**

ISSUE DATE / BY:	GPO:		BATCH NUMBER:	CLIENT SITE ID:	AGREEMENT NUMBER:	CLIENT EMR:
06/14/23 CS	*******		**Q32161 O39266**	**2930400**	**O39266-23**	
REVISION DATE/BY:	VERSION:	CMR NO:				
	MSSA	**39841240r1**				

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

1.1. **"3M Information"** means all items, information, and data (technical and non-technical and tangible and intangible), provided by 3M or 3M Personnel, any 3M Product, Deliverables or Results of a 3M Product(s) in connection with this Agreement, and any ideas, input, and feedback provided by Client to 3M or 3M Personnel.

1.2. **"3M Personnel"** means 3M's employees, agents, contractors, and subcontractors.

1.3. **"3M Product"** means any item listed on a Schedule.

1.4. **"Agreement"** means the General Terms and Conditions, and all exhibits, Appendices, Schedules, SOW's, and other attachments.

1.5. **"Appendix"** means the document so titled, attached to the Agreement and includes terms and conditions unique to a class of 3M Products.

1.6. **"Authorized Site"** means an entity that meets the requirements of Section 2.2.

1.7. **"Authorized User"** means an Authorized Site's employees and contingent workers (individuals hired by Client through a temporary staffing agency for a period not to exceed twelve months that supplements Client's employee workforce or serves as a temporary replacement of an employee position, and Client is responsible for the training and day-to-day direction of the individual) and, if applicable, an admitting physician (a licensed physician who has the privilege to admit patients at an Authorized Site) and a consulting physician (a licensed physician who provides medical consultation at an Authorized Site, or to an admitting physician).

1.8. **"Client Applications"** means Client developed software.

1.9. **"Client Data"** means all information provided by Client to 3M under this Agreement.

1.10. **"Client Equipment"** means the central processing unit(s), any peripheral equipment and all interconnecting cables and wires physically located at the Authorized Sites.

1.11. **"Client Portal"** means any proprietary secure electronic gateway provided by 3M to a collection of digital files, Consulting Services, Deliverables, Results, and other information accessible over the internet through a web browser.

1.12. **"Consulting Services"** means services identified on a Schedule attached to the Consulting Services Appendix.

1.13. **"Deliverables"** or **"Results"** means any report, file, document, presentation, analysis, analytics, recommendation, suggestion, methodologies, Software output or other work product that 3M delivers to Client or may make available to Client through the use of a 3M Product.

1.14. **"Documents"** means written reference, technical and hardware specifications, and operations and/or user manuals for 3M Products.

1.15. **"Implementation and Training"** or **"I&T"** means implementation (installation) and training services for a specific 3M Product.

1.16. **"Interface"** means enabling the communication between a non-3M Product and a 3M Product.

1.17. "**Intellectual Property Rights**" means all intellectual property rights throughout the world, including but not limited to registered or unregistered copyrights, trade secrets, patents, patent applications, designs, know-how, registered or unregistered trademarks and service marks, and trade names.

1.18. **"License Start Date" or "Go-Live"** means with respect to: (a) Software to be installed on 3M equipment or by 3M on Client Equipment - the date on which 3M has completed all I&T tasks and the respective module(s) of Software are made available to Client for productive use; or (b) Software to be installed by Client on Client Equipment - seven (7) days after the date on which such Software is made available to Client (without regard to actual Client installation).

1.19. **"Perpetual Software"** means Software identified on a Schedule attached to the Perpetual Software Appendix.

1.20. **"Schedule"** means the document so titled and attached to the respective Appendix, which lists each 3M Product to be provided, the Authorized Site(s), and the associated fees.

1.21. **"Services"** means Implementation and Training, Support Services, or Consulting Services.

1.22. **"Software"** means any and all (a) 3M owned computer program(s) with incorporated Third-Party Content, including any and all software implementation of algorithms, models and methodologies, whether in source code, object code, human readable form or other form and whether embodied in software or otherwise, including application programming interfaces, architecture, records, schematics, computerized databases,

software implementations of algorithms, software tool sets, software models, (b) databases, libraries and compilations, including any and all data and collections of information or data, each to the extent relating to or otherwise used in support or for the benefit of, or embodied within, any of the items in (a) above, (c) descriptions, flow charts and other work products used to design, plan, organize and develop any of the foregoing, and (d) screens, user interfaces, report formats, firmware, development tools, templates, menus, buttons and icons, which are licensed under this Agreement and are identified on the applicable Schedule.

1.23. **"Software as a Service"** or **"SaaS"** means the cloud infrastructure including hosting, maintenance, and support of the servers, databases and code that constitute the services environment, including, without limitation, system administration, system management, and system monitoring activities for such SaaS products.

1.24. **"Support Services"** means 3M's maintenance and support of 3M Products as further defined in Section 3.1.3.

1.25. **"SOW"** means a statement of work or scope of work document so titled that describes the 3M Product and sets forth project specific details.

1.26. **"Territory"** means the United States of America, its territories and protectorates.

1.27. **"Third-Party Content"** means all non-3M owned software, algorithms, rules, analytical tools, materials, and content incorporated into, or distributed by 3M for use in combination with the 3M Product.

1.28. **"Update"** means **a** modification to Software provided by 3M to each customer licensing the Software without an additional or increased fee.

1.29. **"Use Rights"** means the limited rights to specific 3M Information granted by 3M.

2. OWNERSHIP; RESTRICTIONS; USE; SERVICES

2.1. **Ownership.** 3M, and its suppliers, are the sole and exclusive owners of all Intellectual Property Rights in and to the 3M Information. Client obtains no ownership interest in the 3M Product or 3M Information by virtue of providing 3M with Client Data under this Agreement.

2.2. **Authorized Site.** A facility is an Authorized Site if it is (a) Controlled by Client, and (b) has been added to the applicable Schedule. "Controlled" means Client possessing more than fifty percent (50%) of the voting stock or similar ownership interest. The Controlled requirement may be waived by 3M on a facility-by-facility basis.

2.2.1. **"Access Site"** means an Authorized Site that accesses the Software and is identified on the applicable Schedule as an "ACCESS" site.

2.2.2. **"Host Site"** means a Third-Party Contractor authorized by 3M to host the Software on behalf of Client and is identified on the applicable Schedule as a "HOST" site.

2.2.3. **"Install Site"** means the Authorized Site's physical location where the Software has been installed and which is listed on the applicable Schedule as an "INSTALL" site.

2.3. **Use Rights.** Use Rights to 3M Information are found in the applicable Appendix and are specific to the 3M Product(s) added to the applicable Appendices Schedule(s). Any Use Rights not explicitly granted in this Agreement are reserved by 3M.

2.4. **Restrictions.** Including any additional Restrictions on the applicable Appendices, the Use Rights granted in this Agreement do not permit access or use of 3M Information in any manner not specifically authorized in this Agreement. Client shall not, and shall not permit Authorized Users to:

(a) download, attempt to download, or make extra copies of the 3M Information, provided however, Client may make: (i) one (1) copy of the Software (non SaaS) for archival purposes and such number of backup copies of the Software (non SaaS) and/or Results as are consistent with Client's normal periodic backup procedures with all such copies remaining subject to the terms of this Agreement, and (ii) reproduce or copy any portion of the Documents into machine-readable or printed form for its internal use and only as required to exercise its rights hereunder;

(b) sublicense, lease, lend, transfer, redistribute, or permit any third-party to have access to, or the use of, the 3M Information;

(c) process transactions of any entity or facility that has not been specifically listed as an Authorized Site under the applicable Schedule, including using the Software or Results in a service bureau or any other manner to provide a service or analytics for a third-party;

(d) disassemble, decrypt, decompile, reverse-engineer, disclose, or use any means to discover the source code, methodologies, or other trade secrets embodied in any 3M Information;

(e) create derivative works based upon 3M Information;

(f) engage in any activity or introduce any device, software or routine that interferes with or disrupts the Software, Support Portal (as defined in Section 3.1.3), Client Portal, or the servers or networks which are connected to such;

(g) remove the Software (non SaaS) from the installation site without 3M's written consent, which shall not be unreasonably withheld; however, during any period of Client Equipment malfunction causing the Software (non SaaS) to be inoperative, Client may use the Software (non SaaS) on alternate Client Equipment if Client promptly notifies 3M in writing of the new location (upon correction of the Client Equipment malfunction, Client shall immediately delete Software from the alternate Client Equipment and certify in writing to 3M such deletion is complete);

(h) modify or otherwise alter the 3M Information;

(i) remove the trademarks, trade names or any notice of 3M or 3M's suppliers from any 3M information;

(j) use, allow access to, or distribute Results or Deliverables that is not permitted in the applicable Appendix;

(k) create or offer a "wrapper," which is software that hides the underlying Software or Client Portal by any means;

(l) use or access any 3M Information for benchmarking, consulting, or data analytics.

2.5. Third-Party Access to or Use of 3M Information. Client is prohibited from providing or allowing a third-party to view, use, execute, or display 3M Information, or create and/or maintain an Interface using 3M Information, unless the third-party has executed a 3M prepared confidentiality agreement and is listed as a limited license Authorized Site on the applicable Schedule.

2.6. Suspension. 3M may temporarily suspend portions of its performance in the event (a) of a denial of service attack or other attack on the Software; (b) 3M determines there is a reasonable likelihood of risk to 3M, 3M Products, or 3M customers if performance is not suspended; (c) 3M determines it is prudent to do so for legal or regulatory reasons; or (d) Client is in breach of the Agreement, subject to the cure period set forth in Section 8.2 (with the exception of a breach of 3M intellectual property, for which no cure period shall apply). 3M Shall endeavor to provide Client notice of any suspension under this section. Any suspension shall only be to the extent and duration necessary to investigate and remediate the adverse condition. If a suspension occurs as a result of items (a)-(c) above which last more than five (5) consecutive days, if Client submits a written request for a credit within thirty (30) days of the end of such suspension, 3M will provide a pro-rated credit for the term of the suspension for the suspended 3M Products, to be applied on a future invoice.

2.7. Verification. Upon thirty (30) day notice, and no more than once every twelve (12) months, during Client's regular business hours, Client shall allow 3M, or a third-party designated by 3M, to inspect and audit applicable books and records to verify Client's compliance with its obligations under this Agreement. In addition to other available remedies, the cost of any audit conducted by a third-party shall be paid for by Client if the audit reveals a violation of 3M's Intellectual Property Rights, or unauthorized release or use of 3M Information. Consistent with 3M's efforts to ensure its business operations are conducted in compliance with applicable laws, 3M's audit rights of Section 9.12 Compliance with Laws, shall apply during the Term, and will survive three years thereafter.

2.8. Third-Party Content. Client agrees to comply with Exhibit B (Third-Party Content Terms and Conditions) which contain flow-down provisions for Third-Party Content that may be incorporated in 3M Products and are contractually required by the Third-Party Content providers. 3M may by written notice, modify the contents of Exhibit B, that do not result in Client incurring additional fees, as may be required by its contracts with Third-Party Content providers by sending Client written notice of the contractually required changes to Exhibit B.

2.9. Use of Client Data. When Client Data is uploaded, submitted, stored, or otherwise sent to 3M through or in connection with a 3M Product, Client gives 3M the right to use, aggregate, and modify Client Data; to develop, enhance, deliver, and support the 3M Product(s) and their underlying technologies, in compliance with the terms of the Business Associate Agreement between the Parties. This right is subject to all applicable laws restricting the use of the applicable types of Client Data.

3. ADDITIONAL OBLIGATIONS

3.1. 3M's Obligations.

3.1.1. Security. 3M is responsible for the security of, access to, and use of Client Data, and the security of any 3M Product that is installed or stored on 3M equipment.

3.1.2. Implementation and Training. When I&T for a module of Software is added to a Schedule, 3M will contact Client and establish a mutually agreed upon I&T plan. 3M agrees to reasonably cooperate with Client including, but not limited to: (i) adhering to the I&T plan; (ii) providing constant and informative communication; and (iii) providing the necessary personnel, equipment (if any is required by be provided by 3M), and technical resources contemplated and required.

3.1.3. Support. Support Services shall be provided as set forth on 3M's website https://support.3Mhis.com as updated from time to time ("Support Portal). Updates and the notifications of Updates for Software installed on Client Equipment, as well as updates to Documents are provided through the Support Portal. Updates to Software installed on 3M equipment are performed by 3M. Support Services do not apply if Client: (a) is in breach of the Agreement; (b) fails to place a Support Service request as set forth in the Support Portal; (c) fails to provide 3M reasonable access to Client's Equipment, data, and qualified Client personnel; and (d) has not installed the most recent Software Update.

3.1.4. Access. To the extent required by law, 3M and applicable subcontractors, shall make available upon written request to the Secretary of Health and Human Services or the Comptroller General of the United States, or to any of their duly authorized representatives, this Agreement and such books, documents and records necessary to verify the cost of services furnished to Client by 3M.

3.2. Client Obligations.

3.2.1. General. Client is responsible for: (a) ensuring Authorized Sites and Authorized Users adhere to the requirements of the Agreement; (b) its business decisions and any medical care it provides; (c) accuracy of Client Data, (d) verifying the accuracy of the Results of the 3M Product(s), (e) any Interfaces not created by 3M, (e) the acquisition and maintenance of Client Equipment and any non-3M software; (f) installing Updates on Client Equipment, and testing and running a commercially reasonable software security scan on all Updates before releasing the Update into its production environment; (g) performing routine backups (e.g., incremental backups performed daily, and full backups performed weekly) of its data and providing 3M with only copies of Client's original data set; (h) provide a list of Client Applications upon request; (i) reasonably cooperating with requests made by 3M; (j) delays or deficiencies caused by special requests made by Client or a government authority (authorized to regulate or supervise Client); and (k) installing all Software for which it has not added I&T to the applicable Schedule. Reasonable cooperation entails but is not limited to: (i) adhering to the I&T plan; (ii) providing constant and informative communication; and (iii) providing the necessary access, data, personnel, facilities, equipment, and technical resources contemplated and required.

3.2.2. Security. Client is responsible for: (a) security of, access to, and use of 3M Information; and (b) within fifteen (15) calendar days of discovery, notifying 3M of unauthorized use, disclosure of, or access to 3M Information.

4. CONFIDENTIAL INFORMATION

4.1. Protected Health Information. The Parties will comply with the applicable provisions of HIPAA and the HITECH Act, and when exchange of protected health information ("PHI") is reasonably anticipated, will enter into a business associate agreement that will be the controlling document as it relates to use, disclosure, confidentiality, and notifications relating to PHI. Unless explicitly contracted for otherwise, PHI delivered to 3M does not constitute a "designated record set" as defined under 45 CFR § 164.501.

4.2. Confidential Information. For the purposes of this Agreement, "Confidential Information" means any business, technical, or personnel information that a Party ("Disclosing Party") discloses to the other Party ("Receiving Party") that: (a) if disclosed in writing, is marked "confidential" or "proprietary" at the time of disclosure; (b) if disclosed orally, is identified as "confidential" or "proprietary" at the time of disclosure, or is later summarized in writing by the Disclosing Party to the Receiving Party; or (c) if not so identified or marked as stated previously, information that would be reasonably understood to be confidential due to the nature of the information or the circumstances in which it was disclosed. At all times, this Agreement, 3M Information, and pricing information are Confidential Information.

4.3. Confidential Treatment. Each Party will: (a) keep the Disclosing Party's Confidential Information confidential; (b) use the Disclosing Party's Confidential Information only as authorized or necessary to perform its obligations under this Agreement; and (c) protect the Disclosing Party's Confidential Information by using the same degree of care, but not less than a reasonable degree of care, to prevent the unauthorized disclosure or use of Confidential Information as the Receiving Party uses to protect its own confidential information of a like nature. 3M's privacy standards for confidentiality of contact information of Client personnel (i.e. Personal Information) are found in the 3M Global Privacy policy. Neither Party acquires rights to the other Party's Confidential Information, and a Receiving Party shall hold harmless the Disclosing Party and its personnel, from any unauthorized use or disclosure by the Receiving Party, or its suppliers, of the Disclosing Party's Confidential Information.

4.4. Disclosures Required by Law. The Receiving Party may release Confidential Information as required to comply with applicable law, regulation, valid court order, or other binding requirement of a competent governmental authority, provided that in any such case, where permitted by applicable law: (a) the Receiving Party will immediately notify the Disclosing Party in writing of any such requirement (and in any event, prior to disclosure of Confidential Information); (b) the Receiving Party provides all reasonable assistance to the Disclosing Party in any attempt by the Disclosing Party to limit or prevent the disclosure of Confidential Information; and (c) the Receiving Party agrees to furnish only that portion of the Confidential Information that is legally required to be furnished and, in consultation with the Disclosing Party, to use all reasonable efforts to ensure, to the extent possible, that the information is maintained in confidence by the party to whom it is furnished.

4.5. Exceptions. A Party's Confidential Information does not include information that: (a) is made available to the public by the Disclosing Party; (b) was known to the Receiving Party without an obligation of confidentiality prior to its receipt from the Disclosing Party as evidenced by the Receiving Party's written records; (c) is received by the Receiving Party from a third-party who is not subject to an obligation of confidentiality and without breach of any agreement or violation of law to the Disclosing Party and without breach of any agreement or violation of law; or (d) is independently developed by the Receiving Party without reference to Confidential Information received hereunder. The Parties agrees that the existence of a copyright notice shall not cause or be construed to cause the Software or Documents to be a published copyrighted work or in the public domain. A Party's information that would otherwise be Confidential Information, but for a breach of an agreement or violation of law, shall remain the Disclosing Party's Confidential Information.

5. WARRANTIES; INDEMNIFICATION

5.1. 3M Warranties and Indemnification.

5.1.1. Debarment/Exclusion from Participation Warranty. 3M warrants to Client that upon the Effective Date, neither it nor any of its officers, directors, or employees performing 3M's obligations under the Agreement (collectively "3M Participant") is excluded from participation in any applicable Federal or State health benefits program. Upon discovery that a 3M Participant is excluded, 3M will immediately remove the 3M Participant from involvement with this Agreement. REMOVAL OF A 3M PARTICIPANT FOR EXCLUSION IS CLIENT'S SOLE REMEDY, UNLESS 3M ITSELF IS THE EXCLUDED PARTICIPANT, IN WHICH CASE CLIENT'S REMEDY IS TERMINATION OF THE AGREEMENT AND A PRORATED CREDIT OF PREPAID FEES.

5.1.2. Software Performance Warranty. Software shall perform in substantial accordance with the Documents; however, 3M does not represent or warrant the operation of the Software will be uninterrupted, error-free, or that immaterial non-conformance between the Software and Documents can be corrected. Upon receipt of written notice from Client that Software fails to meet this warranty, 3M shall provide Support Services in accordance with the terms of the Agreement. IF 3M IS UNABLE TO REMEDY A BREACH OF THIS WARRANTY, CLIENT'S REMEDY SHALL BE TO TERMINATE THE 3M PRODUCT THAT FAILS TO MEET THE WARRANTY AND RECEIVE A PRORATED CREDIT OF APPLICABLE PREPAID ANNUAL FEES.

5.1.3. Services Warranty. 3M warrants to Client that Services will be performed in a workman-like manner, using generally recognized commercial practices and standards. Provided 3M receives written notice of breach of this warranty from Client within thirty (30) days after the Service was performed, CLIENT'S REMEDY IS, AT 3M'S OPTION TO EITHER: (A) RE-PERFORM THE SERVICES IN A MANNER CONSISTENT WITH THIS WARRANTY; OR (B) REFUND TO CLIENT ANY AMOUNTS PAID FOR THE SERVICES THAT FAIL TO MEET THIS WARRANTY AND TERMINATE THE SERVICES GIVING RISE TO THE CLAIM WITHOUT FURTHER OBLIGATION ON THE PART OF EITHER PARTY.

5.1.4. Hardware Warranty. Any warranty for Hardware is provided by the manufacturer of the Hardware. "Hardware" means tools, machinery, and other tangible equipment.

5.1.5. Disabling Code Warranty. 3M warrants to Client that after using reasonable, industry-standard, up-to-date anti-virus technology, the 3M Product does not contain viruses, worms, trojan horses, spyware, ransomware, trap doors, time bombs, or other similar devices and techniques. Nothing prevents the inclusion of technical protection measures in the 3M Product for purposes of preventing unauthorized use, are not considered Disabling Code. IF 3M IS UNABLE TO REMEDY A BREACH OF THIS WARRANTY, CLIENT'S REMEDY SHALL BE TO TERMINATE THE 3M PRODUCT THAT FAILS TO MEET THE WARRANTY AND RECEIVE A PRORATED CREDIT OF APPLICABLE PREPAID ANNUAL FEES.

5.1.6. 3M Indemnification. 3M shall indemnify, defend and hold Client harmless from any liability for any damages, cost or expense actually and finally awarded against Client, or any settlement made by 3M, that is caused by or resulting from any third-party claim, action, suit or proceeding that a specific 3M Product licensed under this Agreement infringes or misappropriates such third-party's U.S. patent, trademark, copyright or trade secret ("Infringement Claim"). Client shall give 3M prompt notice of any Infringement Claim and provide 3M with a copy of any pleadings or claim. The selection of counsel, the conduct of the defense of any lawsuit and any settlement shall be within the sole control of 3M. Client shall reasonably cooperate with 3M in 3M's defense and settlement of an Infringement Claim. In the event that use of the 3M Product is enjoined or, in 3M's opinion, likely to be enjoined, 3M will, at its option and expense, either: (a) procure for itself, or Client, as applicable, the right to continue using the relevant 3M Product; (b) replace or modify the same so that the relevant 3M Product is comparable and non-infringing, or (c) terminate the alleged infringing 3M Product, require Client to cease all further access to and use of the relevant 3M Product and in such case, 3M will provide Client pro-rated credit of prepaid fees, except with respect to Perpetual Software, a credit in an amount equal to the unamortized portion (based on straight-line depreciation over a five-year period) of the license fee. 3M shall have no obligation or liability under this Section in the event any Infringement Claim results solely from licensure of the 3M Product in combination with any item not furnished by 3M such liability would not have occurred from the licensure of the 3M Product itself. THIS SECTION STATES CLIENT'S REMEDY FOR ANY ALLEGED INFRINGEMENT AND IS IN LIEU OF ALL WARRANTIES, EXPRESS OR IMPLIED.

5.2. Client Warranties and Indemnifications.

5.2.1. Client Data Use. Client represents and warrants that Client has all rights and permissions necessary to grant 3M the use rights set forth in Section 2.9, Use of Client Data.

5.2.2. Client Indemnification. To the extent permitted by law, Client shall indemnify, defend and hold 3M harmless from any liability for any damages, cost or expense actually and finally awarded against 3M, or any settlement made by Client, that is caused by or resulting from any third-party claim, action, suit or proceeding related to any of Client's obligations or responsibilities in Section 5.2.1 and 3.2.

5.3. Exclusions

5.3.1. Warranty Exclusions. THE WARRANTIES SET FORTH IN THIS AGREEMENT DO NOT APPLY IF: (A) THE 3M PRODUCT IS USED, IN WHOLE OR IN PART, WITH COMPUTER EQUIPMENT, INTERFACE(S) OR OTHER SOFTWARE OTHER THAN THOSE RECOMMENDED IN WRITING BY 3M FOR USE WITH THE 3M PRODUCT; (B) ANYONE OTHER THAN 3M OR 3M PERSONNEL IN ANY WAY MAINTAINS, ATTEMPTS TO MAINTAIN, MODIFIES OR ATTEMPTS TO MODIFY THE 3M PRODUCT OR ANY PART THEREOF IN ANY MANNER, EXCEPT FOR THOSE ELEMENTS OF THE 3M PRODUCT THAT ARE SPECIFIED IN THE DOCUMENTS AS BEING USER-DEFINABLE; (C) THE 3M PRODUCT IS USED IN ANY MANNER OTHER THAN AS SPECIFIED IN THE DOCUMENTS; (D) CLIENT FAILS TO USE ANY UPDATE, NEW OR CORRECTED VERSIONS OF THE 3M PRODUCT OR ANY COMPONENT THEREOF MADE AVAILABLE BY 3M; (E) CLIENT FAILS TO FOLLOW ANY WRITTEN DIRECTIONS OR TO PERFORM ANY PROCEDURES PRESCRIBED BY 3M IN WRITING; (F) ANY ABUSE, MISUSE, ACCIDENT OR NEGLIGENCE, IN EACH CASE OTHER THAN BY 3M OR 3M PERSONNEL SHALL HAVE OCCURRED IN RELATION TO THE 3M PRODUCT; (G) THE NON-CONFORMANCE OF THE 3M PRODUCT WITH THE WARRANTY IS CAUSED BY CIRCUMSTANCES OTHER THAN BY THE 3M PRODUCT ITSELF, OR BY 3M OR 3M'S PERSONNEL; OR (H) MODIFICATIONS TO THE 3M PRODUCT MADE BY 3M AT CLIENT'S REQUEST UNLESS 3M HAS AGREED TO WARRANT SUCH MODIFICATIONS IN WRITING.

5.3.2. Third-Party Content. IF 3M RECEIVES A WARRANTY ON THE THIRD-PARTY CONTENT, TO THE EXTENT ALLOWABLE, SUCH WARRANTY SHALL BE PASSED THROUGH TO CLIENT, OTHERWISE, ALL THIRD-PARTY CONTENT IS PROVIDED "AS-IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.

5.3.3. Disclaimer. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS SECTION 5, 3M AND ITS SUPPLIERS DISCLAIM ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING FROM TRADE USAGE OR COURSE OF DEALING.

6. LIMITATIONS OF LIABILITY

6.1. RESTORATION OF CLIENT DATA. ALL CLIENT DATA SENT TO 3M IS TO BE A COPY OF CLIENT'S ORIGINAL DATA SET. IF CLIENT DATA IS LOST DUE TO 3M'S NEGLIGENT ACT OR OMISSION, OR BREACH OF WARRANTY, CLIENT'S EXCLUSIVE REMEDY SHALL BE FOR 3M TO USE COMMERCIALLY REASONABLE EFFORTS TO RECOVER THE LOST CLIENT DATA SINCE CLIENT'S LAST REQUIRED BACKUP.

6.2. EXCLUDED DAMAGES. NEITHER CLIENT, NOR 3M AND ITS SUPPLIERS SHALL BE LIABLE TO THE OTHER UNDER ANY CIRCUMSTANCES FOR ANY INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR ECONOMIC LOSS, BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR ANY OTHER LEGAL THEORY EVEN IF 3M OR ITS SUPPLIERS OR CLIENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, REVENUE (EXCEPT FOR LOSS OF PROFITS OR REVENUE TO 3M ARISING FROM CLIENT'S FAILURE TO PAY AMOUNTS DUE UNDER THIS AGREEMENT), EQUIPMENT USE, DATA OR INFORMATION OF ANY KIND. 3M AND ITS SUPPLIERS SHALL NOT HAVE ANY LIABILITY ARISING FROM ANY INTERRUPTION OR LOSS OF USE OF THE 3M PRODUCT, NOR FROM THE UNAVAILABILITY OF, OR CLIENT'S INABILITY TO OBTAIN OR ACCESS, MEDICAL OR OTHER DATA.

6.3. MAXIMUM LIABILITY. 3M'S AND ITS SUPPLIERS' MAXIMUM CUMULATIVE ANNUAL LIABILITY FOR ALL DAMAGES, COSTS OR EXPENSES OF ANY TYPE OR NATURE BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR ANY OTHER LEGAL THEORY IS LIMITED TO TWO (2) TIMES THE FEES PAID TO 3M FOR THE 3M PRODUCT GIVING RISE TO THE LIABILITY, IN THE YEAR LIABILITY AROSE. ALL OTHER LIABILITIES NOT SPECIFICALLY LINKED TO A 3M PRODUCT IS LIMITED TO THE FEES PAID IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE LIABILITY. 3M AND ITS SUPPLIERS MAXIMUM CUMULATIVE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED FIVE MILLION DOLLARS ($5,000,000). THIS SECTION DOES NOT APPLY TO ANY NONINFRINGEMENT INDEMNIFICATION OBLIGATIONS OR BREACH OF UNSECURED PROTECTED HEALTH INFORMATION.

7. FEES; AND INVOICING

7.1. Payment of Fees. All fees and other charges are payable in U.S. dollars, are due forty-five (45) days after the date of the invoice ("Payment Period"). During the Payment Period, Client may dispute an invoiced item that Client reasonably believes is incorrect, and for which Client intends to withhold payment; provided that, within the Payment Period, Client: (a) gives 3M a written notice detailing the specific items and amount in dispute and the basis of the dispute (or the invoiced item shall be deemed undisputed), and (b) pays all undisputed amounts in full. All delinquent fees are subject to a late payment charge at a rate up to one percent (1%) per month calculated daily.

7.2. Late Payment; Suspension. If Client becomes fifteen (15) days past due on any undisputed fees, upon written notice to Client, 3M may suspend its obligations under the Agreement until such past due charges are brought current.

7.3. Delays and Additional Expenses. If Client delays or postpones a scheduled event with less than seven (7) day notice, Client shall pay to 3M all reasonably incurred and nonrefundable expenses associated with the delayed or postponed event, and a rescheduling fee calculated to represent one (1) day's fees for the canceled event. If business travel and miscellaneous expense are not included in the quoted fees, they will be billed to Client without mark-up, and will be incurred in accordance with 3M policies. If the delivery of a scheduled event, Services, or Consulting Services is delayed at Client's request, the entire schedule may be extended at 3M's discretion, it being understood that any such extension may exceed the delay requested by Client.

7.4. Taxes. Quoted fees do not include applicable taxes, duties, or amounts levied in place of taxes (collectively "Taxes"). 3M will invoice Client all applicable Taxes unless Client provides 3M a tax-exempt form. Client is not responsible for paying 3M's personal property taxes on the 3M Products nor taxes based on 3M's net income.

8. TERM AND TERMINATION

8.1. Term of the Agreement. The Agreement begins on the Effective Date and ends upon the termination of the last Schedule.

8.2. Termination for Cause. Either Party may terminate the Agreement if: (a) the other Party has failed to take reasonable steps to cure a breach of this Agreement within thirty (30) days after receiving written notice describing the breach; (b) the other Party becomes insolvent; or (c) either Party ceases to conduct business relevant hereunder. In the event Client terminates a 3M Product due to a material breach of a performance warranty by 3M, Client's remedy is for 3M to a refund to Client (i) for Perpetual Software, the unamortized portion of the pre-paid license fee based on straight-line depreciation over a five-year period, (ii) for Software other than Perpetual Software, the unused portion of the current year's pre-paid fee for the Software, or (iii) for Services, the actual fees paid to 3M for the Service not yet performed.

8.3. Obligations upon Termination. Upon termination of this Agreement or a Use Right for a specific 3M Product, each Party shall immediately cease use of the other Party's Confidential Information as it relates to the Use Right that was terminated, or all Confidential Information if the entire Agreement has terminated. Within fifteen (15) days of termination, Client shall: (a) certify that the relevant Software has been de-installed, or if the applicable Software requires 3M to assist in the de-installation have scheduled with 3M a date acceptable to 3M for 3M to de-install the Software; and (b) returned or destroyed all applicable Documents. Within ninety (90) days of the termination of the Agreement, the Parties will have destroyed all the other Party's Confidential Information, or Confidential Information related to the Use Right terminated, except those copies necessary to comply with legal obligations and items for which a perpetual license has been issued. IN THE EVENT CLIENT DOES NOT COMPLY WITH THE TERMINATION PROVISIONS, CLIENT IS IN BREACH OF 3M INTELLECTUAL PROPERTY RIGHTS, AND 3M MAY ELECT TO EITHER: (I) DEEM 3M PRODUCT(S) TO BE IN USE BY CLIENT AND CONTINUE TO INVOICE FOR THE FULL LIST PRICE AND THE AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT; OR (II) SEEK ALL REMEDIES AT LAW TO ENSURE CLIENT HAS DE-INSTALLED THE SOFTWARE AND DESTROYED THE DOCUMENTS.

8.4. Divestiture of Authorized Sites. In the event an Authorized Site is divested, subject to 3M's right of approval, the Parties shall honor the Transition Period. "Transition Period" means a period of time the divested site is to remain an Authorized Site on this Agreement, which shall end the earlier of the date the divested site (a) has an active license for the relevant 3M Products under another agreement with 3M, (b) six (6) months following the date of divestiture, or (c) the divested site's notice to 3M it wishes to terminate all 3M Products under this Agreement. Upon conclusion of the Transition Period, the Use Rights for the divested site will terminate, and 3M will issue a prorated refund to Client applicable prepaid and unused fees.

9. GENERAL PROVISIONS

9.1. Entire Agreement. This Agreement represents the final, complete, exclusive and fully integrated agreement between the Parties with respect to its subject matter and supersedes any understanding, discussions, negotiations, representation or warranty of any kind made prior to or simultaneous with the execution of this Agreement, and no ancillary agreement or obligations are binding on 3M or 3M Personnel unless added to this Agreement by amendment. Terms or conditions found on a purchase order(s) or any other Client prepared document are specifically rejected and

do not form any part of this Agreement. A failure or delay in enforcing any right or remedy under this Agreement shall not be construed as a waiver of any existing or future right or remedy.

9.2. Amendments. Any changes to the Agreement must be done through a 3M prepared amendment executed by both Parties, or 3M may, at its option, acknowledge and accept a written request from Client for changes, by returning to Client a numbered amendment letter prepared and signed by 3M (having the same effect as a fully executed amendment).

9.3. Interpretation, Priority. The headings and captions contained in this Agreement are for convenience only and shall not constitute a part hereof. In the event of any conflict of terms, the more specific parts of the Agreement prevail over more general; as such, any conflict shall be resolved in the following order of priority unless specifically stated otherwise (the more specific and controlling document listed first): Schedule, SOW, Appendix, Exhibit, and the Agreement's General Terms and Conditions.

9.4. Assignment. Neither Party shall assign or otherwise transfer this Agreement, including but not limited to, an acquisition or change of control of either Party (e.g. merger, sale, voting membership) without the other Party's prior written consent, which shall not be unreasonably withheld, and any attempt to do so shall be void. Notwithstanding the foregoing, the Parties acknowledge and agree that 3M may assign this Agreement as part of 3M Company's publicly announced spin-off of the 3M Health Care Business Group, which includes 3M (3M Health Information Systems, Inc.), into a new company, and that any such assignment by 3M shall not require 3M to obtain prior written consent from Client and shall be valid under this Agreement.

9.5. Force Majeure. A Party shall not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes or labor disputes, embargoes, government orders or any other force majeure event. Notwithstanding the foregoing, if such force majeure event precludes payment of fees or the fulfillment of an obligation hereunder, the Parties will work together in good faith to come to a mutually agreeable resolution. In the event of any such delay, all performance obligations shall be tolled to the extent necessary under the circumstances.

9.6. Announcements; Trade Name. Neither Party may use the other Party's trade name or logo, or issue an announcement concerning this Agreement to the trade press or industry consultants without prior written consent.

9.7. Notices. All required legal notices shall be given to the address listed on the cover page of the Agreement, by authorized personnel in writing and delivered by personal delivery, certified or registered mail, overnight carrier, or to a designated email address. Any change of address or representative shall be promptly communicated in writing to the other Party. All other correspondence can be addressed to the parties' representatives listed on Exhibit D. If Exhibit D is not completed or the designated party's representative is not reachable, such notices may be delivered to the address on the cover page of the Agreement. Both Parties may also utilize email as acceptable written notice to the other Party except a notice of breach of contract must be sent via the methods described above.

9.8. Omitted.

9.9. Dispute Resolution. The parties shall attempt in good faith to resolve any controversy, claim or dispute (cumulatively, "Dispute") arising from or relating to this Agreement by negotiations between representatives of the parties. Prior to any litigation, the parties agree that "C-Level" executive from each party will discuss with one another to seek a resolution ("C-Level Meeting"), and if the C-Level Meeting doesn't resolve the Dispute, the Dispute shall undergo mediation using a mediator with a background in the industry and subject matter of the Dispute (mediation costs shall be shared equally). In the event of litigation both parties hereby waive any right of trial by jury. Nothing herein shall preclude a Party from taking any action necessary to preclude imminent and irreparable harm, nor diminish a Party's obligation to minimize damages.

9.10. No Third-Party Beneficiaries. Unless stated otherwise the Parties expressly acknowledge and agree that no third-party is intended to be nor shall be considered a beneficiary of any provision of this Agreement.

9.11. Insurance. The Parties shall each maintain insurance policies appropriate to its obligations under this Agreement, certificates of which shall be provided to the other Party upon request.

9.12. Compliance with Laws. Each Party shall comply with the provisions of all applicable federal, state, county and local laws, ordinances, regulations and orders pertaining to the performance of its obligations under this Agreement including, but not limited to the Deficit Reduction Act of 2005, the Federal False Claims Act, the U.S. Foreign Corrupt Practices Act, and other federal and state laws addressing anti-kickback, anti-bribery, self-referral, fraud, waste, and whistleblower protections for those reporting violations of such laws. If one Party believes that the other may not comply with one of the foregoing, it shall so notify the other Party, which will promptly look into the matter and take measures necessary to remedy any non-compliance. Notwithstanding any other provision in this Agreement, this Agreement is not intended to designate 3M as a delegated entity or First Tier, Downstream, or Related Entity (FDR) under this Agreement or applicable Centers for Medicare & Medicaid Services (CMS) rules. Each Party will observe its own standards of business conduct that are generally consistent with 3M's Code of Conduct and underlying Principles which are located on 3M's website http://www.3m.com/.

9.13. Independent Contractors. Nothing contained in this Agreement shall be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship.

9.14. Injunctive Relief. The Parties agree that a breach of the Agreement may cause immediate and irreparable harm to the damaged party and that monetary damages will not be adequate to fully compensate the damaged Party. Therefore, each Party is entitled to seek injunctive relief for a threatened, anticipated, or actual breach of the Agreement.

9.15. Severability. The provisions of this Agreement are severable. If any part of this Agreement is deemed or rendered void, invalid, or unenforceable, in any jurisdiction in which this Agreement is performed, then that part will be severed from the remainder of the Agreement only as to that jurisdiction. Such severance will not affect the validity or enforceability of the remainder of this Agreement unless such severance substantially impairs the value of the whole agreement to any Party.

9.16. Survival. Sections 2, 4, 5, 7, 8, and 9 hereof shall survive any termination of any Appendix, and/or 3M Product(s), and/or this Agreement, as applicable.

9.17. Attachments. The following are 3M's standard Exhibits and Appendices, which are added only when applicable, based on the 3M Products added by Client on the Agreement:

APPENDICES:

Appendix 1	Annuity Products Additional Terms
Appendix 2	RESERVED
Appendix 3	RESERVED
Appendix 4	RESERVED
Appendix 5	RESERVED
Appendix 6	RESERVED
Appendix 7	RESERVED
Appendix 8	RESERVED
Appendix 9a	RESERVED
Appendix 9b	RESERVED
Appendix 9c	RESERVED
Appendix 10	RESERVED
Appendix 11	RESERVED

EXHIBITS:

Exhibit A	Business Associate Agreement
Exhibit B	Third-Party Content Required Terms
Exhibit C	Network and/or Facility Access and Confidentiality Agreement
Exhibit D	Client Contact Information

* * *

EXHIBIT A
BUSINESS ASSOCIATE AGREEMENT

Parties:

Executed as an Exhibit to Software License Agreement **#O39266-23**

Salinas Valley Memorial Healthcare System, a local health care district organized and operating pursuant to Division 23 of the California Health and Safety Code, operating as Salinas Valley Health
450 E Romie Ln
Salinas, CA 93901-4029
("Covered Entity")

3M Health Information Systems Inc.
575 West Murray Boulevard
Murray, UT 84123-4611
("Business Associate")

The Parties agree that this Business Associate Agreement ("BAA") is executed with 3M Health Information Systems, Inc.'s authorized agent, by way of the Master Software and Services Agreement above, and shall be incorporated by reference into all contracted relationships between the Parties in which the exchange of Protected Health Information is required.

1. Purpose:

Whereas, Business Associate may provide certain software and services as set forth in the Software License and/or Services Agreement(s) **("Underlying Agreement(s)")** to Covered Entity which may require Covered Entity to disclose certain information to Business Associate, some of which may constitute Protected Health Information **("PHI")** and/or Electronic Protected Health Information **("EPHI")**. As a result, Business Associate may be considered a Business Associate of Covered Entity as defined by the Health Insurance Portability and Accountability Act of 1996 **("HIPAA")**, and regulations promulgated thereunder. Furthermore, this BAA applies to all Underlying Agreement(s) between Business Associate and Covered Entity.

Whereas, Business Associate and Covered Entity intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to the Underlying Agreement(s) in compliance with (i) HIPAA; (ii) Subtitle D of the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), also known as Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009; and (iii) regulations promulgated thereunder by the U.S. Department of Health and Human Services, including the HIPAA Omnibus Final Rule (the "HIPAA Final Rule"), which amended the HIPAA Privacy and Security Rules (as those terms are defined below) pursuant to the HITECH Act, extending certain HIPAA obligations to business associates and their subcontractors,

Whereas, the purpose of this BAA is to satisfy certain standards and requirements of HIPAA, the Privacy Rule and the Security Rule (as those terms are defined below), and the HIPAA Final Rule, including, but not limited to, Title 45, §§ 164.314(a)(2)(i), 164.502(e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.").

NOW, **THEREFORE**, in consideration of the promises and mutual covenants herein contained, it is hereby agreed as follows:

2. Definitions.

Terms used in this BAA shall have the same meaning as those terms in the Privacy and Security Rules or the HIPAA Final Rule.

"Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

"Security Rule" shall mean the Security Standards at 45 CFR Part 160 and Part 164, Subparts A and C.

The terms "Protected Health Information" or "PHI" and "Electronic Protected Health Information" or "EPHI" when used in this BAA shall have the same meanings given to such terms in the Privacy and Security Rules, limited to the information that Business Associate creates, receives,

maintains or transmits from or on behalf of Covered Entity. Wherever the term PHI is used in this BAA, it shall mean, include and be applicable to EPHI. Wherever the term EPHI is used, it shall mean and be applicable to EPHI only.

3. Obligations and Activities of Business Associate: Business Associate agrees, that with respect to PHI, it will:

a. not use or further disclose PHI other than as permitted or required by this BAA or as Required By Law;

b. use appropriate safeguards and comply with the Security Rule with respect to Electronic PHI, to prevent use or disclosure of such information other than as provided for by the Underlying Agreement(s) and this BAA;

c. in accordance with 45 CFR § 164.502(e)(1)(ii) and 45 CFR § 164.308(b)(2), as applicable, enter into a written agreement with any agent or subcontractor that creates, receives, maintains or transmits PHI on behalf of Business Associate for services provided to Covered Entity, providing that the agent agrees to restrictions and conditions that are substantially similar to those that apply through this BAA to Business Associate with respect to such PHI;

d. report to Covered Entity any use or disclosure of PHI not permitted under this BAA, Breach of Unsecured PHI or Security Incident, without unreasonable delay, and in any event no more than Thirty (30) Days following discovery; provided, however, that the Parties acknowledge and agree that this Section constitutes notice by Business Associate to Covered Entity of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents (as defined below) for which notice to Covered Entity by Business Associate shall be required only upon request. "Unsuccessful Security Incidents" shall include, but not be limited to, pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of PHI. Business Associate's notification to Covered Entity of a Breach shall include, to the extent such information is available to Business Associate: (i) the identification of each individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired or disclosed during the Breach; and (ii) any particulars regarding the Breach that Covered Entity would need to include in its notification, as such particulars are identified in 45 CFR § 164.404;

e. to the extent Business Associate maintains PHI in a Designated Record Set, make such information available pursuant to 45 CFR § 164.524 upon receipt of a written request of Covered Entity; provided, however, that Business Associate is not required to provide such access where the PHI contained in a Designated Record Set is duplicative of the PHI contained in a Designated Record Set possessed by Covered Entity. If an Individual makes a request for access pursuant to 45 CFR § 164.524 directly to Business Associate, or inquires about his or her right to access, Business Associate shall direct the Individual to his or her healthcare provider;

f. to the extent Business Associate maintains PHI in a Designated Record Set, make such information available to Covered Entity for amendment pursuant to 45 CFR § 164.526 upon receipt of a written request of Covered Entity. If an Individual submits a written request for amendment pursuant to 45 CFR § 164.526 directly to Business Associate, or inquires about his or her right to amendment, Business Associate shall direct the Individual to his or her healthcare provider. Any amendments to PHI made by Business Associate at the direction of Covered Entity shall be the responsibility of the Covered Entity;

g. document disclosures of PHI made pursuant to applicable law and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528;

h. make available to Covered Entity the information collected in accordance with Section 3(g) of this BAA as is in the possession of Business Associate to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. If an Individual submits a written request for an accounting of disclosures pursuant to 45 CFR § 164.528 directly to Business Associate, or inquires about his or her right to an accounting of disclosures of PHI, Business Associate shall direct the Individual to his or her healthcare provider;

i. make internal practices, books, and records, relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Secretary of the United States Department of Health and Human Services (the "Secretary"), in a reasonable time and manner or as designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule; and

j. mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this BAA.

4. Permitted Uses and Disclosures by Business Associate:

Except as otherwise limited in this BAA, Business Associate may use or disclose PHI:

a. on behalf of, or to provide services to, Covered Entity, as provided for in the Underlying Agreement(s) and in accordance with the Privacy Rule, provided that such disclosure would not violate the Privacy Rule. To the extent Business Associate is carrying out any of Covered Entity's obligations under the Privacy Rule pursuant to the terms of the Underlying Agreement(s) or this BAA, Business Associate shall

comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligation(s). Business Associate shall request, use and disclose the minimum amount of PHI necessary to accomplish the intended purpose of such request, use or disclosure, in accordance with 45 CFR § 164.514(d), and any amendments thereto;

b. for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that, in the case of disclosure to third parties, Business Associate shall obtain reasonable assurances from the person or entity to whom the PHI is disclosed that it will remain confidential, be used or further disclosed only as Required by Law or for the purpose for which it was disclosed (which purpose must be consistent with the limitations imposed upon Business Associate pursuant to this BAA), and the person or entity will notify Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached;

c. to provide Data Aggregation services to Covered Entity as permitted by 45 CFR § 164.504(e)(2)(i)(B); and

d. to de-identify PHI in accordance with the standards set forth in 45 CFR § 164.514(b), and to use de-identified data solely and exclusively as permitted by applicable law.

5. Obligations of Covered Entity: Covered Entity shall:

a. not transmit Unsecured PHI to Business Associate. Any Secured PHI, as defined under the HITECH Act and guidance promulgated thereunder, transmitted by Covered Entity to Business Associate shall be secured by a technology standard that is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute and is consistent with guidance issued by the Secretary specifying the technologies and methodologies that render PHI unusable, unreadable, or indecipherable to unauthorized individuals. Any Electronic PHI disclosed by Covered Entity to Business Associate shall be rendered unusable, unreadable or indecipherable through the use of a technology or methodology specified by the Secretary in guidance issued under the HITECH Act and shall not constitute Unsecured PHI;

b. notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI. Covered Entity shall provide such notice no later than fifteen (15) days prior to the effective date of the limitation;

c. notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI. Covered Entity shall provide such notice no later than fifteen (15) days prior to the effective date of the change. Covered Entity shall obtain any consent or authorization that may be required by the HIPAA Privacy Rule, or applicable state law, prior to furnishing Business Associate with PHI;

d. notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI. Covered Entity shall provide such notice no later than fifteen (15) days prior to the effective date of the restriction.

e. not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule, the Security Rule or the HIPAA Final Rule if done by Covered Entity.

6. Term and Termination

a. Term. The Term of this BAA begins on the Effective Date (above) and ends when all Underlying Agreement(s) have expired and PHI provided by Covered Entity to Business Associate is destroyed or returned to Covered Entity, or if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with Section 6.c.

b. Breach. Upon either Party's knowledge of a material breach by the other Party of this BAA, such Party shall provide written notice to the breaching Party stating the nature of the breach and providing an opportunity to cure the breach within thirty (30) business days. Upon the expiration of such 30-day cure period, the non-breaching Party may terminate this BAA and, at its election, the Underlying Agreement(s) (which requires compliance with this BAA), if cure is not possible. However, all rights and obligations arising prior to such termination shall remain in effect. All other Agreements between Covered Entity and Business Associate shall remain in effect in accordance with their terms.

c. Effect of Termination. Upon termination of this BAA, Business Associate shall, if feasible, return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall also apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI except as provided for in this BAA. If return or destruction of PHI is not feasible, Business Associate shall: (i) extend the security protections of this BAA to such PHI; and (ii) limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

7. Miscellaneous

a. Cooperation in Investigations. The Parties acknowledge that certain breaches or violations of this BAA may result in litigation or investigations pursued by federal or state governmental authorities of the United States resulting in civil liability or criminal penalties. Each Party shall cooperate in good faith in all respects with the other Party in connection with any request by a federal or state governmental authority for additional information and documents or any governmental investigation, complaint, action or other inquiry, unless such Party is a named adverse party in such litigation or investigation.

b. HIPAA Final Rule Applicability. Business Associate acknowledges that enactment of the HITECH Act, as implemented by the HIPAA Final Rule, amended certain provisions of HIPAA in ways that now directly regulate, or will on future dates directly regulate, Business Associate under the Privacy Rule and the Security Rule. Business Associate agrees, as of the compliance date of the HIPAA Final Rule, to comply with applicable requirements imposed under the HIPAA Final Rule.

c. Third Party Beneficiaries. Nothing expressed or implied in this BAA is intended, nor shall be deemed, to confer any benefits on any third party.

d. Regulatory References. A reference in this BAA to a section in the Privacy Rule, the Security Rule or other law or regulation means the section as in effect or as amended.

e. Entire Agreement. This BAA supersedes and replaces any other agreement terms with 3M Health Information Systems with respect to the terms and obligations relating to HIPAA and PHI.

f. Amendment. The Parties agree to take such action as is necessary to amend this BAA from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA and the Privacy and Security Rules. This BAA may be modified, or any rights under it waived, only by a written document executed by the authorized representatives of both Parties.

g. Survival. The respective rights and obligations of Business Associate under this BAA shall survive the termination of this BAA.

h. Interpretation. Any ambiguity in this BAA shall be resolved to permit compliance with the Privacy and Security Rules and the HIPAA Final Rule.

i. Designated Record Set. Unless explicitly contracted for, Business Associate does not maintain a Designated Record Set for the Covered Entity.

j. Notices. Any notices required or permitted to be given hereunder by any party to the other shall be in writing and shall be deemed delivered upon personal delivery; twenty-four (24) hours following deposit with a courier for overnight delivery; or seventy-two (72) hours following deposit in the U.S. Mail, registered or certified mail, postage prepaid, return-receipt requested, addressed to the parties at the following addresses or to such other addresses as the parties may specify in writing:

If to Covered Entity:
Salinas Valley Memorial Healthcare System
450 E Romie Ln
Salinas, CA 93901-4029
Attention: Office of the President/CEO

If to Business Associate:
3M Health Information Systems, Inc.
575 West Murray Blvd
Murray, UT 84123
Attention: Compliance Officer
With Copy to: Legal Services

***

EXHIBIT B

THIRD-PARTY CONTENT REQUIRED TERMS

AMA TERMS AND CONDITIONS

The following terms and conditions apply to Client's use of Software containing Current Procedural Terminology (CPT®) and/or material published in CPT® Assistant (collectively referred to herein as "AMA Editorial Content") in addition to the terms and conditions set forth in the License Agreement ("Agreement"). In the event of a conflict between the terms and conditions in the Agreement and those set forth in this Exhibit B, with respect to Client's use of the AMA Editorial Content, the terms and conditions of this Exhibit B shall control.

Grant of Rights Restrictions. Client has a nontransferable, nonexclusive license to use the AMA Editorial Content contained within the Software solely for its internal purposes within the United States. Client is prohibited from publishing, distributing via the Internet or other public computer based information system, creating derivative works (including translations), transferring, selling, leasing, licensing or otherwise making the AMA Editorial Content, or a copy or portion thereof, available to any unauthorized party. Client's access to updated AMA Editorial Content depends upon a continuing contractual relationship between 3M and the AMA. Client shall ensure that anyone with authorized access to the AMA Editorial Content will comply with the provisions of the Agreement, including this Exhibit B. Any printing or downloading of CPT® Assistant from the Software must be solely for Client's internal use, without any modification to the content, and in such a way that all references to the AMA are included.

Notices. CPT and CPT Assistant are copyrighted works of the American Medical Association. CPT is a registered trademark of the American Medical Association. The following U.S. Government Rights notice shall apply: U.S. Government Rights. This product includes CPT and/or CPT Assistant which is commercial technical data which was developed exclusively at private expense by the American Medical Association, 515 North State Street, Chicago, Illinois, 60610. The AMA does not agree to license CPT to the Federal Government based on the license in FAR 52.227-14 (Data Rights – General) and DFARS 252.227-7015 (Technical Data – Commercial Items) or any other license provision.

Backup Rights. Client may make backup copies of the Software containing AMA Editorial Content for backup or archival purposes only provided that all notices of proprietary rights, including trademark and copyright notices, appear on all backup or archival copies made.

Warranty Disclaimer. TO THE FULLEST EXTENT POSSIBLE UNDER APPLICABLE LAW, ALL WARRANTIES (EXPRESS AND IMPLIED) INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING FROM TRADE USAGE OR COURSE OF DEALING ARE DISCLAIMED WITH RESPECT TO THE AMA EDITORIAL CONTENT. CLIENT'S USE OF THE AMA EDITORIAL CONTENT AS CONTAINED IN THE SOFTWARE IS "AS IS" WITHOUT ANY LIABILITY TO 3M OR THE AMA INCLUDING, WITHOUT LIMITATION, ANY LIABILITY FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR LOST PROFITS FOR SEQUENCE, ACCURACY, OR COMPLETENESS OF DATA, OR THAT THE AMA EDITORIAL CONTENT WILL MEET CLIENT'S REQUIREMENTS. THE SOLE RESPONSIBILITY OF THE AMA IS TO MAKE AVAILABLE TO 3M REPLACEMENT COPIES OF THE AMA EDITORIAL CONTENT IF THE DATA IS NOT INTACT. THE AMA DISCLAIMS ANY LIABILITY FOR ANY CONSEQUENCES DUE TO USE, MISUSE, OR INTERPRETATION OF INFORMATION CONTAINED OR NOT CONTAINED IN THE AMA EDITORIAL CONTENT.

AMA as Third-Party Beneficiary. The AMA is a third-party beneficiary of those terms and conditions of the Agreement, including this Exhibit B, necessary to protect the rights and interests of the AMA with respect to AMA Editorial Content.

* * *

EXHIBIT B - 2

THIRD-PARTY CONTENT REQUIRED TERMS

HEALTH FORUM TERMS AND CONDITIONS

To the extent Client has licensed Software which contains AHA Coding Clinic™ for ICD-9-CM, ICD-9-CM Coding Handbook, Revised Edition, by Faye Brown, and/or AHA Coding Clinic™ for HCPCS, the following terms and conditions apply to Client's use of such Software in addition to the terms and conditions set forth in the Agreement. In the event of a conflict between the terms and conditions in the Agreement and those set forth in this Exhibit B-2, with respect to Client's use of such Software, the terms and conditions of this Exhibit B-2 shall control.

ICD-9-CM Coding Handbook, Revised Edition, by Faye Brown, is copyrighted by Health Forum, LLC, Chicago, Illinois, which licenses its use. No portion of ICD-9-CM Coding Handbook may be reproduced, stored in a retrieval system, or transmitted, in any form or by any means, electronic, mechanical, photocopying, recording or otherwise, without the prior express, written consent of Health Forum, LLC.

ICD-10-CM and ICD-10-PCS Coding handbook (most current year), by Nelly Leon-Chisen, is copyrighted by Health Forum, LLC, Chicago, Illinois, which licenses its use. No portion of ICD-10-CM and ICD-10-PCS Coding Handbook may be reproduced, stored in a retrieval system, or transmitted, in any form or by any means, electronic, mechanical, photocopying, recording or otherwise, without the prior express, written consent of Health Forum, LLC.

It is understood that Health Forum, LLC did not enter the ICD-9-CM Coding Handbook information and data into the computer and therefore Health Forum, LLC is not responsible for the accuracy, completeness or appropriateness of the information.

It is also understood that Health Forum, LLC did not enter the ICD-10-CM and ICD-10-PCS Coding Handbook information and data into the computer and therefore Health Forum, LLC is not responsible for the accuracy, completeness or appropriateness of the information. Health Forum, LLC makes no warranties of merchantability or fitness for a particular purpose.

Health Forum, LLC shall have no liability to anyone including 3M and the Sublicensed Location, for lost profits or indirect or consequential damages. Health Forum, LLC makes no warranties of any kind with respect to 3M, its products or services.

AHA Coding Clinic™ for ICD-9-CM is copyrighted by the American Hospital Association ("AHA"), Chicago, Illinois, which licenses its use. No portion of AHA Coding Clinic™ for ICD-9-CM may be copied without the express, written consent of Health Forum, LLC.

It is understood that AHA did not enter the AHA Coding Clinic™ for ICD-9-CM information and data into the computer and therefore AHA is not responsible for the accuracy, completeness or appropriateness of the information. AHA makes no warranties of merchantability or fitness for a particular purpose. AHA shall have no liability to anyone, including 3M and the Client, for lost profits or indirect or consequential damages. AHA makes no warranties of any kind with respect to 3M, its products or services.

AHA Coding Clinic™ for HCPCS is copyrighted by the American Hospital Association ("AHA"), Chicago, Illinois, which licenses its use. No portion of AHA Coding Clinic™ for HCPCS may be copied without the express, written consent of Health Forum, LLC.

It is understood that AHA did not enter the AHA Coding Clinic™ for HCPCS information and data into the computer and therefore AHA is not responsible for the accuracy, completeness or appropriateness of the information. AHA makes no warranties of merchantability or fitness for a particular purpose. AHA shall have no liability to anyone, including 3M and the Client, for lost profits or indirect or consequential damages. AHA makes no warranties of any kind with respect to 3M, its products or services.

The printing or downloading of ICD-9-CM Coding Handbook, AHA Coding Clinic™ for ICD-9-CM and AHA Coding Clinic™ for HCPCS (collectively, the "HF Documentation") or any portion thereof, is prohibited, other than the printing of an excerpt from HF Documentation on a specific topic without any modification to the excerpt for internal use only by the Authorized Site as long as the source of the excerpt(s) is printed on the printout(s).

The text of HF Documentation is and will remain inaccessible to other programs capable of generating paper printouts of HF Documentation (excluding the print screen functionality of Windows software) by encrypting all files containing source text of HF Documentation.

EXHIBIT B - 3

THIRD-PARTY CONTENT REQUIRED TERMS

NOTICES

LOINC NOTICE

Certain Software may include all or a portion of the LOINC® table, LOINC panels and forms file, LOINC document ontology file, and/or LOINC hierarchies file, or is derived from one or more of the foregoing, subject to a license from Regenstrief Institute, Inc. Your use of the LOINC table, LOINC codes, LOINC panels and forms file, LOINC document ontology file, and LOINC hierarchies file also is subject to this license, a copy of which is available at http://loinc.org/terms-of-use. The current complete LOINC table, LOINC Users' Guide, LOINC panels and forms file, LOINC document ontology file, and LOINC hierarchies file are available for download at http://loinc.org. The LOINC table and LOINC codes are copyright © 1995-2013, Regenstrief Institute, Inc. and the Logical Observation Identifiers Names and Codes (LOINC) Committee. The LOINC panels and forms file, LOINC document ontology file, and LOINC hierarchies file are copyright © 1995-2013, Regenstrief Institute, Inc. All rights reserved. THE LOINC TABLE (IN ALL FORMATS), LOINC PANELS AND FORMS FILE, LOINC DOCUMENT ONTOLOGY FILE, AND LOINC HIERARCHIES ARE PROVIDED "AS IS." ANY EXPRESS OR IMPLIED WARRANTIES ARE DISCLAIMED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. LOINC® is a registered United States trademark of Regenstrief Institute, Inc. A small portion of the LOINC table may include content (e.g., survey instruments) that is subject to copyrights owned by third parties. Such content has been mapped to LOINC terms under applicable copyright and terms of use. Notice of such third-party copyright and license terms would need to be included if such content is included.

UMLS METATHESAURUS NOTICE

Some material in the UMLS Metathesaurus is from copyrighted sources of the respective copyright holders. Users of the UMLS Metathesaurus are solely responsible for compliance with any copyright, patent or trademark restrictions and are referred to the copyright, patent or trademark notices appearing in the original sources, all of which are hereby incorporated by reference.

SNOMED CT

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SNOMED COPYRIGHT AND TRADEMARK NOTICE

Certain Software may include SNOMED Clinical Terms® (SNOMED CT®) which is used by permission of the International Health Terminology Standards Development Organization (IHTSDO). All rights reserved. SNOMED CT®, was originally created by The College of American Pathologists. "SNOMED" and "SNOMED CT" are registered trademarks of the IHTSDO. ADDITIONAL LICENSING FOUND AT https://www.nlm.nih.gov/healthit/snomedct/snomed_licensing.html

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EXHIBIT B-4
THIRD-PARTY CONTENT REQUIRED TERMS
INTERSYSTEMS CORPORATION LICENSE AND SUPPORT TERMS

1. These License and Support Terms are part of the License Agreement between InterSystems Corporation ("InterSystems") and the end user customer ("you," the "Customer" or the "End User"), who has signed a Master Software and Services Agreement with 3M Health Information Systems, Inc. (the "Partner"). The License Agreement shall not be binding until an order form (the "Order Form") has been fully executed between Partner and InterSystems.
2. As of the date the Order Form has been fully executed (Partner will execute such Order Form prior to implementation of Customer) (the "Effective Date"), InterSystems hereby grants to you a nontransferable and nonexclusive license (the "License") to use the InterSystems product(s) incorporated into the Partner solution internally within your organization in the conduct of your business, provided that all fees are paid by Partner to InterSystems. You may only use the Licensed Software to run the Partner's solution and to connect the Partner's solution to other applications or systems, but not for any other purpose. No License shall be granted upon the physical delivery of any software to you. For the avoidance of doubt, the "Licensed Software" shall not include any open source or third-party software that may be shipped with, installed with or used in conjunction with InterSystems' proprietary software.
3. You are acquiring the License via the Partner so the Partner will be responsible for paying all fees specified therein to InterSystems.
4. If your use of the Licensed Software is regulated, you agree not to use or implement the Licensed Software in any manner that is outside the scope of intended use or otherwise violates any prohibitions or conditions set forth in a Quality Agreement or otherwise communicated to you by InterSystems.
5. Your License is a subscription License. The term ("License Term") of a subscription License begins on the Effective Date and terminates automatically on the last day of the final period for which InterSystems has received the proper fee.
6. The Licensed Software may only be used on servers operated by you or on your behalf. You may not sublicense the Licensed Software or otherwise make it available to third parties except as explicitly provided herein.
7. Software Update and Technical Assistance ("Product Support") shall be provided in accordance with the standard product terms in effect on the date such Product Support is invoiced. You shall receive all Product Support from the Partner and not from InterSystems directly.
8. InterSystems hereby warrants to you that (i) the Licensed Software will operate substantially in accordance with InterSystems' documentation relating thereto for one year from the Effective Date or the end of the License Term, whichever occurs first, and (ii) all Product Support shall be provided in a manner consistent with industry standards. The foregoing warranties are conditioned upon the use of the Licensed Software strictly in accordance with InterSystems' documentation and instructions, and the absence of any misuse, damage, alteration or modification thereof. INTERSYSTEMS SHALL NOT BE DEEMED TO HAVE MADE ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE CONDITION, MERCHANTABILITY, TITLE, NON-INFRINGEMENT, DESIGN, OPERATION OR FITNESS FOR A PARTICULAR PURPOSE OF THE LICENSED SOFTWARE OR PRODUCT SUPPORT. MOREOVER, The Licensed Software is not a substitute for the skill, knowledge and experience of the individuals who may use the Licensed Software. Your exclusive remedy for a breach of the above warranties shall be for InterSystems to use reasonable efforts to repair, replace or re-perform any non-conforming Licensed Software or Product Support, as applicable. The limited warranty provided in (i) above does not include Product Support and are not a substitute for Product Support. You must direct any warranty claim to the Partner and the Partner will send the claim directly to InterSystems.
9. In the event of a valid claim that any Licensed Software that has not been altered, modified, misused or damaged infringes upon the intellectual property rights of a third party when used in accordance with InterSystems' documentation and instructions, InterSystems shall either (a) modify the Licensed Software, (b) procure a license for you to use the Licensed Software or (c) terminate your License, at InterSystems' sole discretion.
10. InterSystems' liability to you shall in no event exceed the portion of the fee received by InterSystems in respect of the specific Licensed Software or Product Support on account of which such liability arose. In no event shall InterSystems be liable to you for any special, incidental, exemplary, indirect or consequential damages or lost profits.
11. Either party may terminate the License Agreement with 30 days advance written notice upon the other party's breach if the breach is not cured during that period. InterSystems will consult the Partner before terminating the License Agreement. The Partner shall be liable for all fees relating to Licensed Software or Product Support provided prior to termination, and Sections 10, 11, 12, 13, and 14 hereof shall survive termination or expiration of the License Agreement. Your rights to use the Licensed Software cease immediately upon termination or expiration of the License Agreement.
12. The Licensed Software and related documentation are and shall remain the sole property of InterSystems. You agree not to (i) decompile, disassemble, or reverse engineer the Licensed Software or (ii) with the exception of the Partner for the purposes of fulfilling your obligations under your agreement with Partner, disclose to others the Licensed Software or any data or information relating to the Licensed Software. You agree to allow InterSystems or its representatives to audit your use of the Licensed Software upon 5 days advance notice by InterSystems. You agree to provide access to your premises and otherwise cooperate with InterSystems in such audit. Any such audit shall be conducted with the assistance from the Partner.
13. The parties are and shall be independent contractors to one another, and the License Agreement shall not create an agency, partnership or joint venture between the parties. Neither party nor its employees, agents or representatives shall be deemed to be an agent or employee of the other party and each party acknowledges that it is not authorized to bind or in any way commit the other party to any legal, financial or any other obligation.
14. This License Agreement shall be governed by and construed in accordance with the laws of, and the parties agree to submit to exclusive jurisdiction of the Commonwealth of Massachusetts, USA. The English version of the License Agreement shall control unless otherwise required by local law.
15. You agree to comply with all applicable laws, including, but not limited to: U.S. export control or similar laws with respect to the distribution of the Licensed Software, Product Support and technical data; the US Foreign Corrupt Practices Act and any other anti-corruption laws; and applicable data protection laws. Without InterSystems' prior written consent, you may not allow the Licensed Software, Product Support or technical data to be exported to or used in a country or region where a license, permit or special permission is required. InterSystems may, but shall not be required to, apply for such license, permit or permission at your expense.
16. This document sets out all the terms (the "License Agreement") between you and InterSystems relating to your use of the Licensed Software and receipt of Product Support and supersedes any prior understandings between us as well as any purchase orders or similar documents that may be submitted to InterSystems. InterSystems shall have the right to transfer or assign the License Agreement without your consent or prior notice to you. You may not assign the License Agreement without InterSystems' prior written consent. The License Agreement may only be modified or amended by a writing signed by both parties.

EXHIBIT C

NETWORK AND/OR FACILITY ACCESS AND CONFIDENTIALITY AGREEMENT

This ACCESS AND CONFIDENTIALITY AGREEMENT (the "Access Agreement") is made by and between 3M Health Information Systems, Inc. ("3M") and **Salinas Valley Memorial Healthcare System, a local health care district organized and operating pursuant to Division 23 of the California Health and Safety Code, operating as Salinas Valley Health** ("Customer"). The parties have contemporaneously entered into a Software License and/or Services Agreement, as amended (Agreement), pursuant to which, inter alia, Customer and 3M have agreed to terms and conditions setting forth the complete rights and obligations of the parties including, but not limited to, the use and confidentiality of the parties' systems and information, and provisions relating to the use of Protected Health Information (as set forth in the Exhibit to the Agreement entitled Business Associate Agreement or as an independent Business Associate Agreement ("BAA")). All of the terms and conditions of the Agreement shall continue in full force and effect and shall apply to this Access Agreement. In the event a conflict arises between the terms of this Access Agreement and the terms of the Agreement and BAA, the conflict shall be resolved in the following order of priority unless specifically stated otherwise (governing provision stated first): the Agreement, as amended (including all Attachments and Exhibits thereto, and the BAA), this Access Agreement.

As set forth in the Agreement, 3M understands that Customer must assure the confidentiality of its human resources, payroll, financials, research, internal reporting, strategic planning, communications, computer systems and management information (collectively, "Operational Information"). Therefore, in connection with this Agreement and the Agreement, including the BAA, 3M shall instruct its employees, agents and contractors ("3M Personnel") as follows:

1. Not to disclose or discuss any Operational Information with others who do not have a need to know such information.
2. Not to divulge, copy, release, sell, loan, alter, or destroy any Operational Information except as properly authorized.
3. Not to discuss Operational Information where others can overhear the conversation. It is not acceptable to discuss Operational Information even if the patient's name is not used.
4. Not to make any unauthorized transmissions, inquiries, modifications, or purging of Operational Information.
5. To immediately return to Customer any documents or media containing Operational Information upon termination of access.
6. That 3M and 3M Personnel have no rights to any ownership interest in any information accessed or created by the same during the relationship with Customer.
7. To abide by 3M's Compliance and Ethical Business Conduct Guidelines, found at https://www.3m.com/3M/en_US/ethics-compliance/code/.
8. That a violation of this Agreement may result in disciplinary action, up to and including termination of access or suspension/loss of privileges within Customer systems.
9. To only access or use systems or devices 3M Personnel are officially authorized to access and not to demonstrate the operation or function of systems or devices to unauthorized individuals.
10. That Customer may log, access, review, and otherwise utilize information stored on or passing through its systems, including e-mail, in order to manage systems and enforce security.
11. To practice good workstation security measures such as locking up diskettes when not in use, using screen savers with activated passwords appropriately, and positioning screens away from public view.
12. To practice secure electronic communications by transmitting Operational Information only to authorized entities, in accordance with approved security standards.
13. To use only 3M Personnel's officially assigned User-ID and password and use only approved licensed software.
14. To never share/disclose user-IDs, passwords or tokens, use tools or techniques to break/exploit security measures or connect to unauthorized networks through the systems or devices.
15. To notify the appropriate Information Services person, as directed by Customer, if any 3M personnel password has been seen, disclosed, or otherwise compromised, and will report activity that violates this agreement, privacy and security policies, or any other incident that could have any adverse impact on Operational Information.
16. This Agreement will terminate upon the expiration or termination of the Services Agreement; provided, however the confidentiality obligations hereunder will continue after termination or expiration of this Agreement, subject to the limitations on such obligations as defined in the Services Agreement, or if not defined, for four (4) years after the termination or expiration of the Services Agreement, unless such information becomes publicly available through no fault of 3M.

The Parties have agreed to this Access and Confidentiality Agreement, which has been signed by way of the MSSA Agreement and will be terminated by way of the MSSA Agreement. Please see MSSA Agreement Signature Page for the authorized signatures.

SECTION BELOW TO BE FILLED OUT BY 3M PERSONNEL REQUIRING ACCESS TO CUSTOMER FACILITY (AS AND WHEN REQUIRED)
CUSTOMER WILL PROMPTLY PROVIDE ACCESS TO ALL REQUESTS BY 3M PERSONNEL

NAME	3M EMPLOYEE ID #	EMAIL ADDRESS	PHONE NUMBER	NAME	3M EMPLOYEE ID #	EMAIL ADDRESS	PHONE NUMBER
NAME	3M EMPLOYEE ID #	EMAIL ADDRESS	PHONE NUMBER	NAME	3M EMPLOYEE ID #	EMAIL ADDRESS	PHONE NUMBER
NAME	3M EMPLOYEE ID #	EMAIL ADDRESS	PHONE NUMBER	NAME	3M EMPLOYE E ID #	EMAIL ADDRESS	PHONE NUMBER
NAME	3M EMPLOYEE ID #	EMAIL ADDRESS	PHONE NUMBER	NAME	3M EMPLOYEE ID #	EMAIL ADDRESS	PHONE NUMBER

EXHIBIT D

CLIENT CONTACT INFORMATION

Client shall provide the following information:

Send Invoices to:

Name:	Philip Katzenberger
Title:	HIM Director
Address:	___450 East Romie Lane Salinas, CA 93901_____
Phone number:	__831 759-1960__
Email Address:	_pkatzenberger@salinasvalleyhealth.com
Email Address for Invoices:	_JRoberts@salinasvalleyhealth.com

Accounts Payable Contact:

Name:	_Rhonda Fuller_____
Title:	___Accounting Tech II
Phone number:	__831 759-6802
Email Address:	__rfuller@salinasvalleyhealth.com _____

Contact for installation:

Name:	___Aaron Burnsides
Title:	_IT Manager
Phone number:	_831 759 -1859---------- _____
Email Address:	__aburnsides@salinasvalleyhealth.com_____

Renewal contact:

Name:	_Philip Katzenberger Natalie James_____
Title:	__HIM Director Contract Administrator---------- _____
Phone number:	_831 759 1960_____
Email Address:	_pkatzenberger@salinasvalleyhealth.com njames@salinasvalleyhealth.com_____

* * *

APPENDIX 1

ANNUITY PRODUCTS ADDITIONAL TERMS

IN ADDITION TO THE TERMS AND CONDITIONS SET FORTH IN THE AGREEMENT, THE PROVISIONS OF THIS APPENDIX SHALL ONLY APPLY TO 3M PRODUCTS ADDED UNDER THIS APPENDIX AND IDENTIFIED ON ANY SCHEDULE 1.

A. Definitions. Capitalized terms used herein but not otherwise defined hereunder shall have the meaning ascribed to them in the Agreement.

A.1. "Annual Billing Cycle" means each one-year period, beginning on the first License Start Date unless otherwise set forth on the applicable Schedule.

A.2. "Annuity Software" means Software licensed to Client on an annual or multi-year annual basis, but less than a perpetual basis, which may be installed on Client's systems, 3M's systems (SaaS), or a combination of the two.

A.3. "Renewal Proposal" means a 3M-prepared document that sets forth the fees for the first year of any subsequent Renewal Term hereunder invoiced by 3M and due by Client for such Renewal Term.

B. Use Rights. Subject to the Client's compliance with this Agreement, 3M grants to Client, a non-exclusive, non-transferable and non-sublicensable license during the License Term of each Schedule 1 to (a) install the non-SaaS Annuity Software at the Client's designated Install Site(s) listed on the applicable Schedule 1 and located within the Territory, and (b) permit Authorized Users to access and use the Annuity Software and Documents solely for processing transactions and using the Results for Client's healthcare business reimbursement purposes of the Authorized Sites, and (c) permit Client to create an Interface between the Software and Client developed systems ("License"). Third party developed Interfaces and/or interfaces to third party software shall be in accordance with Section 2.5.

C. Term of Use Right. The term of Client's License to the Annuity Software shall be as set forth on the applicable Schedule 1 ("License Term"). Once the License Start Date for any 3M Product on the applicable Schedule 1 has been established, all other 3M Products listed or added on the same Schedule 1 will share the same License Term, and any 3M Products added will be pro-rated to the next Annual Billing Cycle of the applicable Schedule 1.

D. Renewal Term. Unless otherwise set forth on a Schedule, the License Term for any Schedule 1 **shall automatically renew**, for a successive License Term of one (1) year (each a "Renewal Term"), subject to either Parties right to choose not to renew any 3M Product(s) with at least sixty (60) days written Notice prior to the end of the then-current term of the applicable Schedule 1. If timely Notice is not provided, the fees for all the 3M Product(s) listed on the most current version of the Renewal Proposal, will automatically renew for the additional Renewal Term.

E. Annuity Software Fees, Invoicing and Payments. License and I&T fees for each Authorized Site are set forth on the applicable Schedule 1 hereto, and unless otherwise set forth on such Schedule 1, shall be invoiced to Client as set forth below.

E.1. Fees; Invoicing.

E.1.1. License Fees. Annuity Software license fees, set forth on any Schedule 1, will be invoiced to Client on the earlier of: (a) shortly after their License Start Date, or (b) 30 days before the Annual Billing Cycle of each Schedule 1. 3M shall communicate Client's next Annual Billing Cycle fees for each Schedule 1 by e-mail, U.S. mail, or courier approximately ninety (90) days prior to the end of the Annual Billing Cycle of each Schedule 1. The annual License fee increases during any then-current License Term on any Schedule 1 shall not exceed five percent (5%) of the License fees for the immediately preceding year, unless otherwise set forth on the applicable Schedule 1. The fees for the first year of any Renewal Term will be provided to Client within a Renewal Proposal for any Schedule 1, delivered to Client's Notice address or the Renewal Contact in Exhibit D. The Renewal Proposal will: (i) reflect 3M's then-current list fee, less Client's applicable discounts, and (ii) be superseded by the most recent version of the Renewal Proposal for any Schedule 1 provided to Client.

E.1.2. Additional Annuity Software and/or Authorized Sites. During the License Term, the Parties upon mutual consent, may add new items of Annuity Software and additional Authorized Sites to any Schedule 1. 3M will prorate the first year's License fees for any additional items of Annuity Software and new Authorized Sites from their License Start Date to the end of the current Annual Billing Cycle of the applicable Schedule 1.

E.1.3. **Invoicing and Payment for Software Installation and Training fees.** Software I&T fees, set forth on any Schedule 1, will be invoiced to Client on or shortly after the License Start Date for the associated item(s) of Annuity Software, unless otherwise set forth on the applicable Schedule 1 or SOW attached to any Schedule 1.

SCHEDULE 1-1

ANNUITY PRODUCTS FEE SCHEDULE

THE ITEMS LISTED HEREUNDER SHALL BE GOVERNED BY THE TERMS AND CONDITIONS OF THE AGREEMENT AND APPENDIX 1.

1. **Term of Schedule 1-1.** The License Term of this Schedule begins on the earlier of (i) the first License Start Date or (ii) **August 8, 2023** and continues for **five (5)** years from the date identified in (ii) ("Initial Term"). The anniversary of the Annual Billing Cycle date for this Schedule is **August 8** of each year. Annual fee increases during the Initial Term will be three and a half percent (3.5%) of the fees for years 2-5.

2. **Itemized Schedule of 3M Products below:**

S/O ITEM	CPU ACTION	SKU	AUTHORIZED SITE PRODUCT DESCRIPTION	SITE TYPE LIST FEE	TOTAL 1ST YR ANNUAL & ONE TIME FEE
346971	**Web**	**------**	**SALINAS VALLEY MEM HEALTHCARE--450 E ROMIE LN, SALINAS, CA, HI2930400**	**Install/Access Site**	
1.	Existing	360E CAC INPATIENT	360 Encompass System - Computer Assisted Coding Inpatient	$54,473.97	$40,935.09
2.	Existing	360E CAC OUTPATIENT	360 Encompass System - Computer Assisted Coding Outpatient	$43,061.03	$29,650.11
3.	Existing	360E CDI	360 Encompass System - Clinical Documentation Improvement System Software	$81,145.53	$51,002.38
4.	Existing	360E CODING EXCELLNC	360 Encompass System - Coding Excellence	$223,165.74	$165,502.51
5.	Existing	CONNSFT BAS	Connections Software Basic	$3,374.00	$3,328.13
6.	Existing	MNAPC CA A&B	Medical Necessity for APCfinder CA A&B	$13,323.04	$9,337.57
7.	Existing	MULTIGRP-HIM	Multi Group HIM Custom Interface	$12,495.00	$12,318.84
8.	Existing	RCS APR CAMED	Reimbursement Calculation Software APR Med-Cali	$5,732.25	$4,261.24
9.	Existing	TRICAREGRP	TRICARE Grouper	$11,633.75	$8,687.11
			The License Start Date for the above products is August 8, 2023.		
10.	Add	CODREF ADV	Coding Reference Advantage Software	$7,662.70	$7,662.70
11.	Add	CODREF ADV I&T	Coding Reference Advantage Software I&T*	$675.00	$675.00
			SITE SUBTOTAL:		**$333,360.68**

FEE SUMMARY:

ANNUAL SOFTWARE LICENSE & SUPPORT FEES:	**$332,685.68**
***TOTAL ONE TIME, IMPLEMENTATION & TRAINING FEES:**	**$675.00**
TOTAL THIS SCHEDULE:	**$333,360.68**

The fees stated above are guaranteed for a period of sixty (60) days from the Issue Date of this Schedule or December 31, 2023, whichever occurs first, unless this Schedule is fully executed prior to such date. Client acknowledges and agrees the fees shown above include discounts for Client's commitment to a term. 3M reserves the right to rescind the multi-year discount and re-price the 3M Product(s) on this Schedule in the event Client elects a term less than stated above.

In the event Client delays implementation of any module of Software or scheduling of Services, at no fault of 3M, for more than one hundred fifty (150) days from the execution date of being added to this Schedule, 3M may, at its option, increase the price of such 3M Product(s) to the then-current list price or 3M may terminate any such 3M Product(s) from this Schedule.

I&T = Implementation and Training **PI** = Phone Installed **CI** = Customer Installed

3. During the initial License Term, Client may terminate the 3M Product(s) on this Schedule, so long as Client has: (i) provided notice of its intent to terminate the specific 3M Product(s) on this Schedule at least ninety (90) days in advance of the end of the current Annual Billing Cycle for this Schedule, and (ii) paid all outstanding fees, including the current year's Software License fees and the Termination for Convenience Fee, as set forth below. As reasonable compensation to 3M in exchange for right to exercise the early termination right set forth herein, Client shall pay to 3M an early termination charge ("Termination for Convenience Fee") calculated as follows:

a. If termination is effective during or at the end of year 1: one year's current annual fee;
b. If termination is effective during or at the end of year 2: seventy five percent (75%) of the current annual fee;
c. If termination is effective during or at the end of year 3: fifty percent (50%) of the current annual fee;
d. If termination is effective during or at the end of year 4: twenty five percent (25%) of the current annual fee, and
e. If termination is effective during or at the end of year 5: no Termination for Convenience Fee.

Board or CEO – Packet Submission Checklist
3M 360 Encompass Coding Software Renewal: 2023 - 2028

The original of this completed/fully signed checklist and all required supporting documents are to be hand-delivered to Assistant to CFO by 4:00 p.m. on the Tuesday that falls three (3) weeks before Board week.

☒ **BOARD/CEO PAPER** – required for all submissions; see attached instructions/sample

☒ **KEY CONTRACT TERMS** – required for all submissions – see table in Board/CEO Paper

☒ **CONTRACT** – negotiated final with vendor signature 1001.660

☒ **PROCUREMENT PROCESS DOCUMENTATION** – required for all submissions requiring Board review/approval per Procurement Management Policy (see policy for details; indicate which sub-category is applicable):

☒ If for **data processing/telecommunications goods/services** of more than $25,000, check applicable option and include documentation:
- ☐ RFP documentation
- ☒ If sole source – provide detailed justification (see attachment)
- ☐ If GPO, submit qualifying verification from Materials Management

☐ If for **professional/other services or medical/surgical equipment and supplies** more than $350,000, check applicable option and include documentation:
- ☐ RFP documentation
- ☐ If GPO, submit qualifying verification from Materials Management
- ☐ If emergency – as designated by Board

☐ If for **non-medical materials/supplies** more than $25,000, check applicable option and include documentation:
- ☐ Invitation for bids documentation
- ☐ If sole source – provide detailed justification (see Attachment 3B)
- ☐ If GPO, submit qualifying verification from Materials Management

Legal counsel/Contract Administrator reviewed: ☐ **No or** ☒ **Yes, By Whom:** Natalie James

SUBMITTED BY DEPARTMENT DIRECTOR OR DEPARTMENT ADMINISTRATOR:

_____	_____	_____
Signature	Title/Department	Date

REVIEWED BY:

CIO (if applicable): _____ Date: _____

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

Board Paper: Finance Committee

Agenda Item	Consider Recommendation for Board of Directors to Award the Construction Contract to [illegible] Builders, Inc. for the CT Scanner and Nuclear Medicine Equipment Replacement Projects
Executive Sponsor	Clement Miller, Chief Operating Officer Carl Strotman, Director Facilities Management & Construction Dave Sullivan, Project Executive
Date	July 13, 2023

Executive Summary

Facilities Management is returning to the Board to recommend award of construction contract to [illegible] Builders, Inc. in the amount of $2,451,551 for the CT Scanner and Nuclear Medicine Equipment Replacement Projects.

Background/Situation/Rationale

In August [illegible], the Board approved project funding for design, permitting, planning and major medical equipment purchases, leases and estimated construction costs (see finance table below).

In May 2023, Salinas Valley Health publicly advertised a request for contractor bids to complete the construction services required for this project (Attachment 2) via The Californian and Central Coast Builder's Exchange. Salinas Valley Health also performed a bid outreach to qualified general contractors and subcontractors in the area. At the close of bid on June 9, 2023, two bids were received and publicly opened (Attachment 3). Upon review of the bid packages submitted, Salinas Valley Health identified [illegible] Builders, Inc. as the lowest responsible, responsive bidder.

Strategic Plan Alignment

To provide high quality CT and Nuclear Medicine imaging and improved throughput while reducing radiation dose to our patients

Pillar/Goal Alignment

✓ **Service** ☐ **People** ✓ **Quality** ☐ **Finance** ☐ **Growth** ☐ **Community**

Financial Implications

The fiscal years 2023 and [illegible] capital budget allocated funding for planning, design and construction activities to complete the equipment replacements with renovations and ancillary improvements, while providing interim mobile facilities to offer continuity of CT and Nuclear Medicine services.

Low Contractor Bid Amount for Construction Services for CT Scanner and Nuc Med Equipment Replacement Projects **$2,451,551**

Board Approved costs in August 2022	Service Agreements	Construction Direct and Indirect Costs	Equipment	Total on Board Paper
CT Scanner	$81,988	$[illegible]3,[illegible]1	$1,[illegible]96,[illegible]9	$3,961,[illegible]38
Nuclear Medicine	[illegible]67,815	[illegible],161,[illegible]18	$8[illegible],835	$3,[illegible]69,868
Totals	$1,[illegible]89,8[illegible]3	[illegible],[illegible],[illegible]19	$1,936,88[illegible]	$7,[illegible]3[illegible],9[illegible]6

Schedule: □uly 20□3 – Procurement of construction services
August 202 3 - Anticipated approvals from □inance Committee and □oard of □irectors for award of construction services
September 202 3 – Commence construction activities
April 2024 – Complete construction activities, and secure licensing with California □epartment of Public □ealth and its Radiologic □ealth □ranch.

Recommendation

Consider recommendation for □oard of □irectors to award the contract for construction to FTG □uilders, Inc□for the terms and conditions in the proposed agreement in the total amount of $2,□51,551.

Attachments

- Attachment 1: □stimated Pro□ect □udget □C□ and Nuclear □edicine)
- Attachment 2: Proof of Publication of Advertisement for □ids
- Attachment 3: □id Results for Construction Services solicitation □une □9, 20□3

Salinas Valley Health (10348)

Project Cost Summary: CT Scanner and Nuclear Medicine Equipment Replacement
Architect: HMC Architects
Budget Generated During Concept Phase/Start of Design Development
Date Printed: 7/12/2023

BUDGET SUMMARY

Line Item		Description	Original Budget	Notes
	1	**Construction**		
0100		Construction Contract	$1,985,491	Single Prime Delivery Method
		Phasing and Sequencing	$198,549	Phasing and Sequencing
		Unforeseen Conditions	$170,000	Undiscovered or Unforeseen Conditions
0102		Owner Construction Contingency	$198,549	Owner Held Contingency
	2	**Design**		
0200		Professional Fees - Fixed	$550,000	Architectural & Consulting Engineers
	3	**Inspections and Consultation**		
0300		Inspector of Record	$100,000	Agency Required Inspections
0301		Special Inspections	$55,000	Agency Required Inspections
0303		Testing and Monitoring(Hazardous Materials)	$23,000	Hazardous Material Testing and Monitoring
	4	**AHJ Fees**		
0400		OSHPD	$100,000	Agency Fees
	5	**Soft Costs**		
0502		Construction Management - PM/CM	$696,000	Program Management
	7	**FF&E**		
0701		Medical Equipment	$1,652,884	CT and NM Equipment
		Medical Equipment Service Agreement	$1,089,803	CT and NM Equipment Service Agreement
		Medical Equipment Lease	$284,000	CT and NM Equipment Rental
	99	**Contingency**		
9900		Contingency	$127,629	Project Contingency
Totals			**$7,230,906**	

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
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**
05/19/2023

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
19th of May 2023.

Declarant

Ad#:0005707435
P O : Bid
Net Order Cost: 836.51
This is not an invoice
# of Affidavits 1

BIDDING AND CONTRACT DOCUMENTS
ADVERTISEMENT FOR BIDS

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:

SVMHS CT SCANNER AND NUC MED EQUIPMENT REPLACEMENT

General Description. SVMHS's main CT scanner and Nuc Med suite of rooms is located on the first floor of the main hospital. SVMHS is pursuing activities to upgrade the CT scanner and Nuclear Medicine camera equipment. To facilitate the conversion, upgrades to existing infrastructure are required including, and not limited to, new electrical panels, raceways and distribution, modifications to the fire alarm, fire sprinkler, nurse call, door access, low voltage, data, medical gas and heating, ventilation and air conditioning and roof systems, with a new restroom, a new hot lab, a new Nuc Med control room, a new CT control room, and additional structural supports for the equipment in both the CT and Nuc Med rooms.

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 **June, 22, 2023** 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 **May 25, 2023,** from 12:00 a.m.- 2:30 p.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 dsullivan@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 ten (10) days of close of bid. Send all pre-bid questions and requests for interpretation to SVMHS via email at: dsullivan@bogardconstruction.com.

Bid and Contract Documents. Requests for digital versions of the Documents shall be addressed to Salinas Valley Memorial Healthcare System, Attn: Dave Sullivan (dsullivan@bogardconstruction.com). The Central Coast Builder's Exchange has all bid documents available for Bidders (Visit URL: http://www.ccbabuilds.com/).

SALINAS VALLEY HEALTH
CT SCANNER AND NUC MED EQUIPMENT REPLACEMENT
CIP 01.1250.3705 and 01.1250.3710
450 E Romie Lane, Salinas CA 93901
BID RESULTS SUMMARY
Single Prime Bid Package

Bid Close Date: June 29, 2023

Bid Close Time: 2:00 PM

Bid Close Location: 535 E Romie (SUITE 6), Salinas, CA 93901

	CONTRACTOR	CONTACT	EMAIL	PHONE	BASE BID + ALLOWANCES	COMMENTS
1	**FTG Builders, Inc.** 1565 Lafayette St, Santa Clara, CA 95050	Pedro Becerra	pedro@ftgbuilders.com	408 857 3710	$2,451,551	**
2	**DMC Construction, Inc.** 194 Sky Park Dr, Monterey, CA 93940	Dan McAweeney	dan@dmcmp.com	831 422 8213	$2,913,000	
**Apparent Low Bidder						
Salinas Valley Heatlh 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
a	Bid Letter	✔	✔
b	Addenda (A, B, C)	✔	✔
c	List of Subcontractors	✔	✔
d	Disqualification Questionnaire	✔	✔
e	Insurance Requirements	✔	✔
f	Non-Collusion Affidavit	✔	✔
g	Bid Bond (Security)	✔	✔
h	Alternate Bid Item Proposal	✔	✔

PERSONNEL, PENSION AND INVESTMENT COMMITTEE

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

(JUAN CABRERA)

Board Paper: Personnel, Pension and Investment Committee

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

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

Date: July 25, 2023

Executive Summary

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

The recommended physician, Alex Logono, MD graduated from medical school in 2017 at American University of Antigua and completed his Family Medicine Residency in June 2023 at Natividad Medical Center in Salinas, California. Dr. Logono is excited to raise his young family in our community. He plans to join the SVHC Hospitalist Medicine program in October.

Terms and Conditions of Agreements

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

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

The proposed professional services agreement includes the following terms:

- PSA. Professional Services Agreement that provides W-2 reporting for IRS purposes
- Term. Two (2) year term for the PSA
- Shift Compensation. Physician compensation for services under the PSA in the amount of $149.96 per hour for day shifts, and $159.96 per hour for night shifts
- Shift Schedule. Expectation of the fifteen (15) twelve (12) hour shifts per month and no less than one hundred eighty (180) twelve (12) hour shifts per year
- Excess Shifts. Hospitalist shifts in excess of one hundred eighty (180) twelve (12) hour shifts per year, will be compensated at an additional $70.00 per hour credited during each excess shift
- Performance Incentive Program. Eligibility requirements of at least one thousand (1,000) hours worked during the measurement period and a current PSA at time of payment
- Access to SVH Health Plan. Physician premium is projected based on 15% of SVH cost
- Access to SVH 403(b) and 457 Retirement Plans. Five percent (5%) base contribution to 403b plan that vests after three (3) years. Based on federal contribution limits this contribution is currently capped at sixteen thousand five hundred dollars ($16,500) annually
- CME Stipend. Two thousand four hundred dollars ($2,400) annual stipend for Continuing Medical Education (CME).
- Professional Liability Insurance. The physician will receive an occurrence based professional liability policy through BETA Healthcare Group

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

Meeting our Mission, Vision, Goals

Strategic Plan Alignment:

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

Pillar/Goal Alignment:

☒ **Service** ☐ **People** ☒ **Quality** ☐ **Finance** ☒ **Growth** ☐ **Community**

Financial/Quality/Safety/Regulatory Implications

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

Recommendation

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

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

Attachments

- Curriculum Vitae for Alex Logono, MD

ALEX LOGONO, M.D.

CURRENT
□atividad □amily Medicine Residency program 04/2019 – Present
□ull spectrum family medicine training
□□npatient Medicine and □ntensive Care training
□Emergency Medicine
□□ull□spectrum O□stetrical Care□performed over 100 vaginal deliveries
□□ots of procedural training □oth in clinic and in the hospital□as □ell as surgical assisting

Certifications
California Medical □oard □□180458
□E□
Certifications in □C□S□□□SO□□RP□P□□S

EDUCATION/TRAINING:

□merican □niversity of □ntigua□College of Medicine 05/2009 – 09/2017
□niversity of □l□any□State □niversity of □e□ □or□ 08/2004 – 05/2007
- □achelor of Science □iology/Premed

Moha□□Valley Community College□□tica□□□ 01/2002 – 05/2004
- □ssociate □egree in Math and Science

□a□uma Refugee Secondary School□□a□uma□□enya 01/1996 – 12/2000

EXPERIENCE:

Pathology la□assistant□Monterey □ay □□Consultants Medical □roup □nc. 05/2018 – 04/2019
E□aminer □echnician□□merican Para Professional System □nc. 05/2012 – 03/2013
- Collected medical history□performed e□ams□performed E□□□and □ody fluid Collections□processing and shipment of specimens.

Medical □ssistant□□oinonia Primary Medical Care□□l□any□□□ 07/2007 – 11/2007
- Customer Care□rooming patients□too□vital signs□and general office □or□

Technical Care Associate, St Peter's Hospital, Albany, NY 09/2004 – 04/2009
- Provided □asic patient care and tracheotomy care□customer care□assisted Nurses, doctors with patient examination, took patient's vital signs, blood □lucose□and chat them□reported any changes on condition of patients to □urses□performed phle□otomy and E□□s□holter monitor□telemetry.

E□aminer □echnician□□merican Para Professional System □nc. 09/2008 – 04/2009
- Collected medical history□performed e□ams□performed E□□□and □ody fluid collections□processing and shipment of specimens.

□urse □echnician□St. Eli□a□eth Medical Center□□tica□□□ 01/2002 – 08/2004

- Provided □asic patient care□assisted nurses□doctors □ith patient examination, took patient's vital signs, blood sugar, and documentation, Reported any changes in patients' conditions to nurses.

Medical □ssistant□□nternational Rescue Committee□□a□uma Refugee Camp Hospital□□enya 01/1999 – 09/2001

E□amined/diagnosed patients□prescri□ed medications□and provided Health Education on H□V/□□□S and communica□le diseases.

□niversity at □l□any Summer Research□□e□ □or□State Health □epartment□ □ ads□orth Center□□l□any□□e□ □or□ 01/2002 – 08/2004

Topic: "Genetics of West Nile Virus Infection of Insect Hosts"
Purpose: □o create transgenic strains of drosophilae containing a luciferase□mar□ed □ est □ile Virus replicon.

Volunteer□St. □rancis de Sales Outreach Program 01/2002 – 08/2004
East □tica □outh Ministry□□tica□□e□ □or□

□ssisted in food pantry□distri□uting food□stoc□ing shelves□and general cleanup
Provided outreach to ne□ly□resettled South Sudanese in □tica

Symposium Presentation 03/2007
"My Long Journey and My Goal to Medicine" 22nd □nnual □pstate □e□ □or□□unior Science and Humanities Symposium on promoting the highest achievements in science Research □y high school students□March 26□27□□l□any□□e□ □or□.
East □tica □outh Ministry□□tica□□e□ □or□

AWARDS / SCHOLASTIC ACHIEVEMENTS:

Chi □lpha Epsilon□E□cellence □□ard	2007
□r. Seth □ . Spellman □r. □cademic □chievement □□ard	2007
□eopold Schepp □oundation Scholarship	2006
Chi □lfa Epsilon□□niversity at □l□any	2005
Mc□air Scholar□CS□EP□EOP	2004
Special □chievement □□ard□St Eli□a□eth Medical Center	2002

Board Paper: Personnel, Pension and Investment Committee

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

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

Date: July 25, 2023

Executive Summary

In consultation with members of the medical staff, Salinas Valley Health (SVH) executive management has identified the recruitment of a physician specializing in urology as a recruiting priority for the Medical Center's service area. Based on the Medical Staff Development Plan, completed by ECG Management Group in January 2023, the specialty of Urology is recommended as a top priority for recruitment. Furthermore, Salinas Valley Health Clinics (SVHC) continues to build its Urology practice, which includes adding at least two robotically trained urologists.

The recommended physician, Ian Fauconier, MD, received his Doctor of Medicine degree in 1993 from Bowman Gray School of Medicine at Wake Forest University in Winston-Salem, North Carolina. Dr. Fauconier completed his General Surgery Residency in 1995 at Albert Einstein College of Medicine/Montefiore in Bronx, New York. Dr. Fauconier served as Chief Urology Resident at the University of Nebraska Medical Center in Omaha. Dr. Fauconier currently holds the position of Chief of Urology at First Choice Physician Partners in Modesto, California. He plans to join SVH Clinics in August.

Terms and Conditions of Agreements

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

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

The proposed professional services agreement includes the following terms:

- Professional Services Agreement that provides W-2 relationship for IRS reporting
- Two (2) year term for the PSA
- 1.0 Full-Time Equivalent (FTE)
- Base guarantee salary of five hundred thousand dollars ($500,000) per year, and to the extent it exceeds the base salary, productivity compensation of sixty-nine dollars and twenty-two cents ($69.22) work Relative Value Unit (wRVU)
- Access to SVH Health Plan. Physician premium is projected based on 15% of SVH cost
- Access to SVH 403(b) and 457 retirement plans. Five percent (5%) base contribution to 403b plan that vests after three (3) years. Based on federal contribution limits this contribution is capped at sixteen thousand five hundred dollars ($16,500) annually
- Four (4) weeks off for vacation
- CME Stipend. Two thousand four hundred dollars ($2,400) annual stipend for Continuing Medical Education (CME).
- The physician will receive an occurrence based professional liability policy through BETA Healthcare Group

2. **Recruitment Agreement** that provides a recruitment incentive of sixty thousand dollars ($60,000) which is structured as forgivable loan over two years of service.

Meeting our Mission, Vision, Goals

Strategic Plan Alignment:

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

Pillar/Goal Alignment:

☒ **Service** ☐ **People** ☒ **Quality** ☐ **Finance** ☒ **Growth** ☐ **Community**

Financial/Quality/Safety/Regulatory Implications

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

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

Recommendation

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

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

Attachments

- Curriculum Vitae for Ian Fauconier, MD

Curriculum □itae

Ian Norman □auconier, □ □

PRO□□SSIONAL □□P□RI□NC□□

November □□1□ -Present	Chief of □rology, □rologist □irst Choice Physician Partners 15□1 □lorida Avenue Suite 1□□ □odesto, CA 9535□
October □□□3 -October □□1□	□oard Certified □rologist, Private Practice Colorado □rology Center, PC □□□ State Street □ort □organ, CO
□ebruary □□□□ -September □□□3	□rologist, Staff □emorial □ospital □ospital □rive □owanda, PA
□uly 1995 -□une 1999	Resident, □rologic Surgery □P□Y III, I□, □ □ □niversity of Nebras□a □edical Center P□Y □I□Chief Resident□ Omaha, N□
□uly 1993 -□une 1995	Resident, □eneral Surgery □P□Y I □ P□Y II□ Albert □instein College of □edicine/□ontefiore □edical Center, □ronx, NY

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Operative/Post□operative management of patients in □eneral □rologic Surgery and also including Renal □ransplantation, Pediatric □rology and □rologic □icrosurgery□

□epartment of □eneral Surgery
Albert □instein College of □edicine/□ontefiore □edical Center, □ronx, NY 1993□1995
□ □ospital unification consisting of tertiary care, community hosp/level I trauma facility□□ or□ed in inpatient and ambulatory surgery including extensive SIC□, □rauma IC□, and Surgical □mergency Room□

PRO□□SSIONAL SOCI□□I□S□

□iplomate, American □oard of □rology
□ellow of the American College of Surgeons
American □rologic Association
American □edical Association

PR□S□N□A□IONS□

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Physiology of the Normal Adrenal □land □□ay 1996□
□rologic □mbryology □October 1995□

Albert □instein College of □edicine/□ontefiore □edical Center
□eneral Surgery □eaching Conference
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Board Paper: Personnel, Pension and Investment Committee

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

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

Date: July 25, 2023

Executive Summary

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

The recommended physician, Yang Liu, MD, received his Doctor of Medicine degree from Second Military Medical University in Shanghai, China. He completed his Internal Medicine Residency, acting as Chief Resident, from Coney Island Hospital in Brooklyn, New York. Dr. Liu completed his Hematology/Oncology Clinical Fellowship at University of Pittsburgh Medical Center and is Board Certified in Internal Medicine, Oncology and Hematology. He plans to join SVH Clinics in the fall.

Terms and Conditions of Agreements

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

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

The proposed professional services agreement includes the following terms:

- Professional Services Agreement that provides W-2 relationship for IRS reporting
- Two (2) year term for the PSA
- 1.0 Full-Time Equivalent (FTE)
- Base guarantee salary of five hundred thousand dollars ($500,000) per year, and to the extent it exceeds the base salary, productivity compensation of eighty-seven dollars ($87.00) work Relative Value Unit (wRVU)
- Access to SVH Health Plan. Physician premium is projected based on 15% of SVH cost
- Access to SVH 403(b) and 457 retirement plans. Five percent (5%) base contribution to 403b plan that vests after three (3) years. Based on federal contribution limits this contribution is currently capped at sixteen thousand five hundred dollars ($16,500) annually
- Six (6) weeks off for vacation
- CME Stipend. Two thousand four hundred dollars ($2,400) annual stipend for Continuing Medical Education (CME).
- The physician will receive an occurrence based professional liability policy through BETA Healthcare Group

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

Meeting our Mission, Vision, Goals

Strategic Plan Alignment:

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

Pillar/Goal Alignment:

☒ **Service** ☐ **People** ☒ **Quality** ☐ **Finance** ☒ **Growth** ☐ **Community**

Financial/Quality/Safety/Regulatory Implications

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

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

Recommendation

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

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

Attachments

- Curriculum Vitae for Yang Liu, MD

Yang Liu, M.D., Ph.D.

Physician, Andrews&Patel Hematology/Oncology, Community Medical Group, PennState Health

Education:

Ph.D.: University of Maryland Baltimore
M.D.: Second Military Medical University Shanghai China

Professional Experience/Clinical Training:

- **Staff Physician,** Andrews Patel Hematology and Oncology Group since July 2013 Group Joined PSH since Sept 2018

-Clinical Fellow Division of Hematology/Oncology Department of Medicine University of Pittsburgh Medical Center

-Resident/Chief Resident Internal Medicine Coney Island Hospital Brooklyn 11235

Board Certification: MD Medical Oncology Hematology

Licensures: Pennsylvania NJ NY PA

Other Certification: OSCE: communication skills with cancer patients

Professional Associations: ASCO ACP NYSH. Medical director/National Pancreas Foundation Central PA Chapter

References: Available upon request

Research Funds and Clinical Trials:

Co-principle investigator,
Correlation of serum and plasma VEGF levels with thrombocytopenia of various etiology, a biomarker study prospective study held in Maimonides Medical Center and Coney Island Hospital Brooklyn grant supported by MMC from 2008 to 2010.

Travel Grant Award: <*10th Annual Symposium on Gastrointestinal Cancers: an update on advances in diagnosis and management*>, St. Louis, MO, September 10, 2011.

Previous Clinical Trial: PI: Michael Wilson NCI 8367: Phase II Study of Irinotecan and Panitumumab

Professional activities: 2012-2013, member of IPC Clinical Trial Protocol Review Committee

Professional publications:

Ph.D. Dissertation:

□iagnostic Potential of Cancer Specific □so□form of Proliferating Cell □uclear □ntigen in □reast Cancer Cells and □issues

Book chapters:

1. *Aromatase Inhibition and Breast Cancer* Chap.13: Relevence of □nimal Models to the Clinical Setting. Copy right 2001, Marcel and □e□□er. □S□□: 0□8247□0412□6

2. *Tumor Markers.* Chap. 35: Mining the Cancer Cell's DNA Replication Apparatus for □ovel Malignancy □iomar□ers. Copy right 2002. □□CC Press. □S□□: 1□890883-□1□9

3. *Thoracic Malignancies*. □Esophageal cancer chapter), □n preparation.

Research articles:

1. □ang □iu et al. Spontaneous Resolution of □leu□emic □eu□emia Cutis: □ Case Report. *Annuals of Hematology &Oncology. 2016; 3(2):1076*

2. □ang □iu□Michael □. □i□son□Esophageal Cancer, □n □pdate Revie□ □Editorial□ *Oncology & Hematology Review (US), 2013;9(1):6–9*

3. Mal□as, □H., Her□ert, □S., □□del-□i□, W., □o□rolec□i, □E., □iu, Y., □gar□al, □., Hoel□, D., □adve□S., Schnaper, L., □rnold, R.□□Mechref, Y., □ovotny, MV., □oehrer, P., □oulet, R□, and Hic□ey. R□ □ cancer□associated PC□□ e□pressed in □reast cancer has implications as a potential □iomar□er. *Proceedings of the National Academy of Sciences*. □ecem□er 11, 2006, 10.1073

4. □ang J Chen Z. □iu □. Hic□ey R□ Mal□as □H. □ltered DNA polymerase iota e□pression in □reast cancer cells leads to a reduction in DNA replication fidelity and a higher rate of mutagenesis. *Cancer Research 64(16):5597-607, 2004 Aug 15.*

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TRANSFORMATION, STRATEGIC PLANNING AND GOVERNANCE COMMITTEE

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

(VICTOR REY)

Medical Executive Committee Summary – July 13, 2023

Items for Board Approval:

Credentials Committee

Initial Appointments:

APPLICANT	SPECIALTY	DEPT	PRIVILEGES
□dame, Mar□, M□	□amily Medicine	□amily Medicine	□amily Medicine □ctive Community
□dams, Re□ecca, M□	□amily Medicine	Medicine	□dult Hospitalist
□er□o□it□, Richard, M□	Radiology	Surgery	□iagnostic Radiology
□lores, Mario, □O	□nternal Medicine	Medicine	□dult Hospitalist
Hollo□ay, □amila, M□	Emergency Medicine	Emergency Medicine	Emergency Medicine
□in, H. □ruce, M□	□nterventional Radiology	Surgery	□iagnostic Radiology Vascular and □nterventional Radiology Peripheral Endovascular Radiology C□ADI □at Ryan Ranch: □on□Cardiac □iagnostic Radiology
Modi, Rahul, M□	□nesthesiology	□nesthesiology	□nesthesiology
Mohammad, Shuai□, M□	□nterventional Radiology	Surgery	□iagnostic Radiology Vascular and □nterventional Radiology Peripheral Endovascular Radiology C□ADI □at Ryan Ranch: □on□Cardiac □iagnostic Radiology
Mutoro, □ancy, M□	□nternal Medicine	Medicine	□dult Hospitalist
Scott, Mary, □O	□amily Medicine	Medicine	□dult Hospitalist
Sinha, □upur, M□	Pulmonology/ Critical Care	Medicine	Critical Care/Pulmonary Medicine □eneral □nternal Medicine
Smith, □ennifer, M□	□nesthesiology	□nesthesiology	□nesthesiology
□afreshi, □ilda, M□	□eurology	Medicine	□ele- □eurology

Reappointments:

APPLICANT	SPECIALTY	DEPT	PRIVILEGES
□a□er- □eyva, Sa Vanna, □O	□amily Medicine	□amily Medicine	□amily Medicine – □ctive Community
Carrillo, Raymond, M□	□ephrology	Medicine	□ephrology □eneral □nternal Medicine
Hay, Sunthara, □O	OB/GYN	O□/□yn	O□stetrical Hospitalist □ynecology Hospitalist
Hindi, □ousef, M□	Cardiology	Medicine	Cardiology Cardiac □iagnostic Outpatient Center (C□OC) at San □ose Street Center for □dvanced □iagnostic □maging (C□ADI) at Ryan Ranch
□nlo□, □eanna, □PM	Podiatry	Surgery	Surgery – □ctive Community: Core
□ordan, □drian, M□	□amily Medicine	Medicine	□dult Hospitalist
□arahalios, Soteria, M□	Cardiology	Medicine	Cardiac □maging at Ryan Ranch
□lic□, □nastasia, M□	□amily Medicine	□amily Medicine	□amily Medicine □dult Category I O□stetrics Category II O□stetrics □aylor □arms □amily Health a & □ ellness Center – □ctive Community
□rishna, □opal, M□	□ephrology	Medicine	□ephrology

			□eneral □nternal Medicine
□appen□Rhonda□M□	Pediatric Cardiology	Pediatrics	Remote Pediatric Cardiology
Smith□□iana□M□	Psychiatry	Medicine	□ele□Psychiatry
□rieu□Chuyen□M□	Pediatrics	Pediatrics	Pediatrics

Staff Status Modifications:

NAME	SPECIALTY	STATUS
Cammarano□Caitlin□□O	□nesthesiology	Recommend advancement to □ctive staff.
□nlo□□□eanna□□PM	Podiatry	Re□uesting Staff Status Change from □ctive to □ctive Community.
□oel□□atherine□M□	O□/□yn	Re□uesting an e□tension of her □eave of □□sence until 1/01/2024.
□ammany□□lison□M□	□eneral Surgery	Recommend advancement to □ctive staff.
□orres□Este□an□M□	Emergency Medicine	Recommend advancement to □ctive staff.
□anevchic□Carolina M□	□amily Medicine	Recommend advancement to □ctive staff.
Cammarano□Caitlin□□O	□nesthesiology	Recommend advancement to □ctive staff.
□nlo□□□eanna□□PM	Podiatry	Re□uesting Staff Status Change from □ctive to □ctive Community.
□oel□□atherine□M□	O□/□yn	Re□uesting an e□tension of her □eave of □□sence until 1/01/2024.
□ammany□□lison□M□	□eneral Surgery	Recommend advancement to □ctive staff.
□orres□Este□an□M□	Emergency Medicine	Recommend advancement to □ctive staff.
□anevchic□Carolina M□	□amily Medicine	Recommend advancement to □ctive staff.
□at□□ordan□M□	□amily Medicine	Resignation effective □uly 25□2023.
□add□Scott□□O	□nternal Medicine	Hospitalist Service elected not to use this locum physician.
□in□Ethan□M□	□amily Medicine	Hospitalist Service elected not to use this locum physician.
Millan Sanche□□Martha□M□	Psychiatry	Resignation effective □une□22□2023.
□ aloff□Ronald□M□	□astroenterology	Resignation effective □ugust 14□2023.
□ ong□Patric□□M□	Physical Medicine □ Reha□ilitation	Resignation effective □une 27□2023.

Modification of Privileges:

NAME	SPECIALTY	PRIVILEGE
□a□a□□□arun□M□	□eneral Surgery	Ro□otic Surgery
Cammarano□Caitlin□M□	□nesthesiology	Voluntary Relin□uishment□Comprehensive Pain Management
□ammany□□lison□M□	Colorectal Surgery	□se of □aser
□e□□□anta□M□	□nterventional Cardiology	□rans□catheter □ortic Valve Replacement □□V□R□through □anuary 31□2025
□lic□□□nastasia□M□	□amily Medicine	□e□□orn Circumcision through □ugust 13□2023

Temporary/Locum Tenens Privileges:

NAME	SPECIALTY	DATES
□a□a□□□arun□M□	□eneral Surgery	6/20/2023
□er□o□it□□Richard□M□	Radiology	7/3/2023 – 7/26/2023
Chandrasoma□Shahin□M□	□rology	6/27/2023 – 7/26/2023
□□rahim□Samuel□M□	□eneral Surgery	6/12/2023
□halil□□eemen□M□	□eneral Surgery	7/11/2023
□yass□Sergey□M□	□eneral Surgery	6/20/2023
Sheldon□□avid□M□	□eneral Surgery	5/26/2023
Smith□□ennifer□M□	□nesthesiology	7/1/2023 – 7/12/2023
□ammany□□lison□M□	Colorectal □ □eneral Surgery	7/27/2023

Other Items: (*Attached*)

□ept of Medicine – Clinical Privileges □elineation Cardiology – Revision	□he Committee recommended approval of the revisions to the clinical privilege delineation for Cardiology. Changes included revisions to special procedures □ □iagnostic Cardiovascular and Peripheral Vascular □ltrasound and □rans□catheter □ortic Valve Replacement □□□VR□.

□ept. of Surgery – Clinical Privileges □elineation □eneral □nd Colorectal Surgery – Revision	□he Committee recommended approval of the revision to the clinical privilege delineation for □eneral and Colorectal Surgery □ith the addition of □se of □aser to Colorectal Surgery Core Procedures.

Interdisciplinary Practice Committee

Initial Appointment:

NAME	SUPERVISOR(S)	DEPARTMENT	PRIVILEGES
Petroni□evic□□icholas□P□□C	Physician □ssistant – Orthopedic Surgery	Surgery	Physician □ssistant – Surgical Privileges Practice □greement
Shamaa□□man□P□□C	Physician □ssistant – Cancer Care	Medicine	Physician □ssistant□SVMH Outpatient □nfusion Center Practice □greement

Temporary/Locum Tenens Privileges:

NAME	SPECIALTY	DATES
□ulty□□ac□ueline□P□□C	Physician □ssistant – Surgery	7/5/2023 – 7/11/2023

Staff Status Modifications:

NAME	SPECIALTY	STATUS
□dam□□ory□P□□C	Physician □ssistant□Cardiovascular	Resignation effective □une 7□2023. □ocum □enens provider□no longer covering shifts.
□oshua Puig□P□□C	Physician □ssistant□Cardiovascular	Resignation effective March 2023. □o longer □ith P□CS.
□nuteson□□aureen□ P□□C	Physician □ssistant□Cardiovascular	Resignation effective □une 7□2023. □ocum □enens provider□no longer covering shifts.

Other Items:

□eonatal Endotracheal □ntu□ation Standardi□ed Procedure	□o su□stantive changes.

Policies and Plans: *(Attached)*

1. Medication Error Reduction Plan □MERP□
2. □eonatal Endotracheal □ntu□ation □ursing Standardi□ed Procedure

Informational Items:

I. Rules and Regulations Amendments *(Attached)*

In accordance with the Medical Staff Bylaws the proposed amendments to the General Rules and Regulations were posted prior to recommendation for approval by the Medical Executive Committee. The proposed amendments at presented as information to the Board of Directors after which they will be presented to the eligible General Medical Staff via Ballot.

II. Order Sets/Treatment Plans:

NCCN Template	Plan Title	Diagnosis
BLA73	Enfortumab vedotin-ejfv 1.25 mg/kg, D 8	Bladder Cancer
ESO1 B1	mFOLFOX6 ± Bev/Leuco/Oxali ± Nivolumab 240 mg, D 1 ± ESO1 B1	Esophageal and Esophagogastric Junction Cancers
NSC76	Pembrolizumab 200 mg P Pemetrexed 500 mg/m CARBO AUC 5, D 1 NSC76	Non-Small Cell Lung Cancer
BNBase	Benecteplase	STEMI
Bisotumab	Bisotumab vedotin 1.25 mg/kg, D 1	Cervical Cancer

III. Committee Reports:

a. Credentials Committee
b. Interdisciplinary Practice Committee
c. Medical Staff Excellence Committee
d. Quality and Safety Committee Reports:
   - Balanced Score Card
   - Throughput Committee Efforts
   - Emergency Department – Quality/Safety Goals 2023
   - Critical Test Results Reporting
   - Mammogram Turn Around Times
   - Glycemic Committee
   - Heart Failure Committee
   - Perianesthesia/Endoscopy Report
   - Public Relations/Communication
   - Materials Management
   - Clinical Informatics
   - Social Services/Case Management/Utilization Management

IV. Other Reports:

a. Honor Roll Presentation
b. Nominating Committee Report – Medical Staff Officers 10/01/23 – 09/30/25
c. Summary of Executive Operations Committee Meetings
d. Summary of Medical Staff Department/Committee Meetings – June 2023
e. Medical Staff Excellence Committee
f. Medical Staff Treasury Report July 6 2023
g. Medical Staff Statistics Year to Date
h. HCAHPS Update
i. TJC Sentinel Event Alert – Behaviors that undermine a culture of safety

Salinas Valley Health Medical Center

Clinical Privileges Delineation

Cardiology

Applicant Name: _____

□e□ applicants for all categories □ill □e re□uired to provide documentation of the num□er and type of hospital cases during the past 24 months. □pplicants have the □urden of producing information deemed ade□uate □y the hospital for a proper evaluation of current competence□and other □ualifications and for resolving any dou□ts.

Eligibility Criteria:

□o □e eligi□le to apply for core privileges in Cardiology□the applicant must meet the follo□ing □ualifications:

Current certification in internal medicine and active participation in the e□amination process leading to su□specialty certification or su□specialty certification in cardiovascular medicine □y the □merican □oard of □nternal Medicine or the □merican Osteopathic □oard of □nternal Medicine □ith Special □ualifications in Cardiology.

Or

• Successful completion of an □C□ME□ or □O□□ accredited post□graduate training program in cardiovascular medicine.

And

• Documentation of active cardiology practice in an accredited hospital or healthcare facility for at least t□o □2□years or demonstrate successful participation in a hospital□affiliated formali□ed residency or special clinical fello□ship.

General Privilege Statement

Clinically privileged individuals □ho have □een determined to meet criteria □ithin their practice specialty are permitted to admit□evaluate□diagnose□treat and provide consultation independent of patient age□and □here applica□le□provide surgical and therapeutic treatment □ithin the scope of those clinical privileges and to perform other procedures that are e□tensions of those same techni□ues and s□ills. □n the event of an emergency□any credentialed individual is permitted to do everything reasona□ly possi□le regardless of department□staff status or clinical privileges□to save the life of a patient or to save a patient from serious harm as is outlined in the Medical Staff □yla□s.

Cardiology Core Privileges ***(Required)***

□dmit□evaluate□diagnose□treat and provide consultation to patients presenting □ith diseases of the heart□ lungs□and □lood vessels and manage comple□cardiac conditions such as heart attac□s□and life□threatening□ a□normal heart□eat rhythms. □he core privileges in this specialty include the procedures on the attached list and such other procedures that are e□tensions of the same techni□ues and s□ills□advanced cardiac life support □□C□S□□cardioversion□insertion and management of central venous and pulmonary artery catheters□use of throm□olytic agents□pericardiocentesis□echocardiography interpretation including stress echocardiography and transesophageal echocardiography□Holter mointoring□treadmill testing□including radio nuclide studies□temporary transvenous pacema□er placement□intra□aortic □alloon pump placement□ and electrical cardioversion. **Note:** □he core privileges in this specialty include the procedures on the attached list and such other procedures that are e□tensions of the same techni□ues and s□ills.

Maintenance of Privilege: □pplicants must □e a□le to demonstrate the maintenance of competence □y evidence of the performance of at least 100 varied core procedures in the hospital over the reappointment cycle.

Interventional Cardiology Core Privileges

☐ **Requested**

Qualifications: Same as for Cardiology Core a□ove plus- a one□year fello□ship program in interventional cardiology and eligi□ility for su□specialty certification in interventional cardiology. □pplicants must provide documentation of 125 successful interventional procedures in the past 2 years.

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

Core Privileges: □dmit□evaluate□treat and provide consultation to patients □ith acute and chronic coronary artery disease□acute coronary syndromes and valvular heart disease including the provision of consultation□including □ut not limited to chronic ischemic heart disease□acute and sta□le ischemic syndromes□and valvular heart disease and technical procedures and medications to treat a□normalities that impair the function of the heart. Care of patients in the cardiac care units□emergency department or other intensive care units. □he core privileges in this specialty include the procedures on the attached list and such other procedures that are e□tensions of the same techni□ues and s□ills.

Cardiac Electrophysiology Core Privileges

☐ **Requested**

Qualifications: Successful completion of an □C□ME□or □O□□accredited training program in cardiology follo□ed □y completion of an accredited training program in Clinical Cardiac Electrophysiology □CCEP□. □ocumentation of the successful performance of at least 150 intracardiac procedures during the past 12 months.

Maintenance of Privileges: □pplicants must □e a□le to demonstrate the maintenance of competence □y evidence of the performance of at least 150 intracardiac procedures over the reappointment cycle. □n addition□continuing education related to CCEP should □e re□uired

Core Privileges: □dmit□evaluate□treat and provide consultation to acute and chronically ill patients □ith a variety of heart rhythm disorders□including □ut not limited to sinus node dysfunction□atrioventricular □□V□and intraventricular □loc□□and supraventricular and ventricular tachyarrhythmias□clinical conditions of une□plained syncope□a□orted sudden cardiac death□palpitations□□ olff□Par□inson□□ hite □□ R□ □ syndrome□and long □□ syndrome□care of patients in the cardiac care unit□emergency room□or other intensive care settings□care of patient in the cardiac care unit□emergency room□or other invasive settings□ □efore and after an electrophysiologic procedure□□ith temporary and permanent pacema□ers□□ith postoperative arrhythmias and care of patients □ith □C□s. □he core privileges in this specialty include the procedures on the attached list and such other procedures that are e□tensions of the same techni□ues and s□ills.

Peripheral Endovascular Core Privileges

☐ **Requested** Core Privileges in this specialty include the procedure on the attached list and such other procedure that are e□tension of the same techni□ues and s□ills

□ll candidates for interventional privileges must □ualify for vascular interventions □ased on fello□ship or e□perience. □he candidate shall have spent a minimum of t□elve months of full time e□perience in invasive la□oratory and have performed a minimum of diagnostic peripheral angiographic studies and/or peripheral intervention cases listed □elo□ in the capacity of primary operator. □he candidate must provide the Credentials Committee □ith documentation of specific procedure and patient for each case. □or documentation purposes□the Credentials Committee □ill consider only the num□er of procedures□not the

num□er of lesions□as counting toward the candidate's eligi□ility. □he fello□ship must also include intensive training in all aspects of a □ody of □no□ledge

Cardiologists: □ocumentation of a successful completion of a □3□three year fello□ship □hich included peripheral angiography training □ith peripheral intervention training as part of a fourth year fello□ship.

Radiologists: □ocumentation of the inclusion of angiographic training during a residency program □ith the addition of peripheral intervention training during a minimum □1□one year fello□ship.

Vascular Surgeons: □ocumentation of the successful completion of a vascular fello□ship of at least □1□one year in duration □ith catheter directed techni□ues as part of the fello□ship.

Core Proctoring Requirements for All Categories:

Core proctoring re□uirements include direct o□servation or concurrent revie□ as per proctoring policy contained in the Medical Staff □eneral Rules and Regulations.

Special Procedures/Privileges

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

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

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

(Requested **(A**Recommended as Requested **(C**Recommended /Conditions **(N**ot Recommended

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

Applicant: Check box marked "R" to request privileges

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

Applicant: Check box marked "R" to request privileges

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

Applicant: Check box marked "R" to request privileges

R	A	C	N	Procedure	Initial Appointment	Proctoring	Reappointment
				Cardiac & Vascular MRI ***(includes coronary calcium scoring)***	Successful completion of an □C□ME□ approved cardiovascular disease fello□ship□ a general radiology residency□or a nuclear medicine program □ith documentation of at least three □3□months full time training in CMR □Cardiac Magnetic Resonance□ **AND** □ocumentation of having interpreted at least 150 CMR studies □50 in □hich the candidate □as physically present and involved in the ac□uisition and interpretation of the case **AND**~~and~~ at least 25□ of □hich □ere vascular□ **Policy - Limited to:** □orta and upper e□tremity arteries E□tracranial cere□rovascular arteries Pelvic and lo□er lim□arteries Renal arteries Mesenteric arteries MR peripheral venography	**5**	Conduct and interpret 50 CMR e□ams □ithin the past 24 months **AND** 10 hours of CME in CMR □ithin the past 24 months
				Diagnostic Cardiovascular And Peripheral Vascular Ultrasound	Current unrestricted Cardiology Privileges **AND** 200 peripheral vascular ultrasound cases in the past 24 months **AND** 15 hours of CME relevant to cardiac imaging ~~as re□uired □y □C□V□ accreditation standards~~	**1**~~1~~	200 vascular ultrasound cases □ithin the past 24 months

Applicant: Check box marked "R" to request privileges

R	A	C	N	Procedure	Initial Appointment	Proctoring	Reappointment
				Coronary CT Angiography ***(includes coronary calcium scoring)***	**Basic education**: M or O **AND** **Minimum formal training** Successful completion of an CME /O accredited postgraduate program in radiology nuclear medicine or cardiovascular disease **AND** ocumentation of: 8 ee s of cumulative training in Coronary C ngiography 150 contrast Coronary C ngiograms 50 for hich the applicant as present ac uired and interpreted the e am **OR** 150 contrast Coronary C ngiograms 50 for hich the applicant as present ac uired and interpreted the e am **AND** 20 hours of CC CME hours **Required previous experience:** pplicants 2 years or more post formal training must e a le to document the successful performance and interpretation of at least 50 cardiac C angiograms ithin the past 24 months	he first three 3 Coronary C ngiograms ill e uality revie ed y another physician ith unrestricted Coronary C ngiography privileges.	pplicants must e a le to demonstrate that they have maintained competence y documenting that they have • Successfully performed and interpreted at least 20 Coronary C ngiograms over that reappointment cycle and • 20 hours of Category 1 CME on CC every 36 months n the event that an otherise ualified applicant does not meet the volume criteria for reappointment the use of over reads revie ed and accepted y the epartment Chair may e counted as activity

Coronary calcium scoring does not ualify as meeting these re uirements

Applicant: Check box marked "R" to request privileges

R	A	C	N	Procedure	Initial Appointment	Proctoring	Reappointment
				Carotid Angioplasty Stenting	□pplicant must □e a □oard Certified □or □oard □ualified□Endovascular □rained Surgeon □cardiovascular□vascular□ neurosurgeon□□Su□specialty □nterventional □rained □oard Certified □or □oard □ualified□ Cardiologist□or □oard Certified □or □oard □ualified□□nterventional Radiologist **AND** □e □dvanced Cardiac □ife Support □□C□S□ Certified **AND** □ocumented successful completion of 25 carotid endovascular interventions as principal operator□training or e□perience as defined □elo□: □raining: completion of a dedicated vascular training program □ith participation in a minimum of 25 carotid interventions□ten □10□as primary operator. **OR** E□perience: □ocumented previous e□perience of participation in a minimum of 25 carotid interventions□ten □10□as primary operator□□ith prior attendance at 2 live demonstration education courses on peripheral vascular techni□ue □ith clear emphasis on carotid therapy.	□irst five □5□cases must □e performed in the presence of a certified□ proctor	Operator must perform a minimum of ten □10□carotid interventions □ithin the past 24 months □ith accepta□le complication rate as reported in peer□revie□ed literature
				Implantable Pressure Sensor/Monitor (CardioMEMS System)	□ualification for Cardiology Core Privileges **AND** □n additional one □1□year fello□ship program in cardiac electrophysiology□ interventional or invasive cardiology	□irst three □3□cases	Performance of at least three □3□procedures □ithin the past 24 months

□□ certified proctor is defined as an individual that has □een approved □y the designated device manufacture

R	A	C	N	Procedure	Initial Appointment	Proctoring	Reappointment

□oth a cardiovascular surgeon and an interventional cardiologist □ith □□VR privileges must □e present at each case performed.	**Transcatheter Aortic Valve Replacement (TAVR)**	□. □oard eligi□le/certified in □nterventional Cardiology or Cardiothoracic Surgery □. Physician must provide documentation of product□specific vendor training □ithin the last si□ □6□months□**AND** □ocumentation of one □1□o□served case and t□o □2□completed simulations □performed in training□ **OR** C. □pplicants □ho have recently □□ithin the past one ~~1~~ year□completed residency/ fello□ship training must su□mit a letter from the ~~residency/fello□ship~~ program director attesting to their competency to perform □□VR procedures as primary interventionalist/surgeon□**AND** Provide case logs documenting e□perience in 6 cases as primary interventionalist/ surgeon. **OR** □. □ocumen~~tation of~~ current e□perience □hich must include si□ □6□cases as primary interventionalist/surgeon ~~over~~□ithin the previous t□elve □12□months **NOTES:** ~~1. □he hospital □□VR program and clinical team mem□ers are su□□ect to CMS □□VR requirements as outlined in "CMS National Coverage □ecision Requirements".~~ ~~2. Once granted supervised □□VR privileges□ the first implant must □e done at Salinas Valley Memorial Hospital □ithin nine □9□ months□other□ise□the physician must repeat the training outlined a□ove or su□mit documentation of continuing e□perience at a level of si□ □6□cases over the previous t□elve months.~~ ~~3.~~1. ~~□oth a cardiovascular surgeon and an interventional cardiologist □ith □□VR privileges must □e present at each case performed.~~	□he first five □5□□ransfemoral □□VR cases must □e concurrently supervised. □□dditional proctored cases may □e re□uested at the discretion of the proctor or department chair.□ **Qualified ~~supervisors~~ Proctors include:** 1. Vendor□representative physician proctors ~~2. Vendor□sponsored physician proctors~~ • Cardiovascular surgeons / interventional cardiologists on staff □ho have completed t□enty □20□ unsupervised □□VR procedures **AND** • E□tensive e□perience in the recognition and management of intra□procedural complications and advanced trou□leshooting s□ills ~~3.~~2. Other physicians □ith documented unsupervised □□VR privileges~~ at another accredited facility~~.	□. □□elve □12□ successful □□VR cases as primary or assistant interventionalist ~~at Salinas Valley Memorial Hospital~~ in the t□o □2□years period preceding reappointment□ **OR** □. Retraining □ithin the last si□ □6□ months □ith documented completion of at least one □1□ o□served case and t□o □2□ simulations.

R	A	C	N	Procedure	Initial Appointment	Proctoring	Reappointment
				Transcatheter Mitral Valve Repair (TMVR) ***MitraClip***	□. □oard eligi□le/certified in □nterventional Cardiology or Cardiothoracic Surgery **AND** □. □ocumentation of current e□perience in transeptal techni□ue **AND** C. □ocumentation of current privileges for P□O/□S□ percutaneous closure □. Physician must provide documentation of **product-specific vendor training** □ithin the last si□ □6□months□ **AND** E. □ocumentation of one □1□o□served case and t□o □2□completed simulations □done in training□. **OR** □. □pplicants □ho have recently □□ithin the past one □1□year□completed a dedicated interventional fello□ship must su□mit a letter from the residency/fello□ship program director attesting to their competency to perform □MVR repair procedures as primary interventionalist/surgeon□ **AND** Provide case logs documenting e□perience in si□ □6□cases as primary interventionalist/ surgeon. **OR** □ocumentation of current e□perience □hich must include si□ □6□cases as primary interventionalist/surgeon over the previous t□elve □12□months	□irst □ive □5□cases	□en □10□successful cases as primary interventionalist/ surgeon □ithin the previous 24 months.
				Use of Fluoroscopy	Current California State □□Ray S□O □luoroscopy Certification	□one	Current California State □□Ray S□O □luoroscopy Certification

~~SVMH~~ SVHMC Peripheral Vascular Interventions Privileging Criteria:

Qualification by Fellowship Training:

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

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

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

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

Percutaneous Vascular Interventions:

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

Applicant: Check box marked "R" to request privileges

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

Other Vascular Interventions:

Applicant: Check box marked "R" to request privileges

R	A	C	N	Procedure	Initial Appointment	Proctoring	Reappointment
				Thoracic Endovascular Stenting **Protocol:** **Procedure must be performed in an Operating Room setting with angiography and fluoroscopy capability, AND** **An individual with Cardiothoracic or Vascular Surgery at ~~SVMH~~ SVHMC privileges must be present in the operating room during the procedure.**	pplicant must e MS oard Certified or oard ualified in Cardiac horacic or Vascular Surgery ith documented Endovascular raining or oard Certified or oard ualified in nterventional Cardiology or nterventional Radiology **AND** Possess current privileges for aortic stent graft placement at ~~SVMH~~SVHMC **AND** ocument successful completion of the manufacturer's re uired training for use of the thoracic stent	Proctoring re uired on the first three 3 cases y a proctor certified y the stent manufacturer*	Must perform a minimum to 2 thoracic endovascular stent procedures ithin the past 24 months.
				Percutaneous Implantation of Short Term Mechanical Circulatory Support Device	nrestricted clinical privileges in Cardiology or Cardiothoracic Surgery **AND** Current luoroscopy Certification **AND** Onsite orientation y the device manufacturer representative luoroscopy certification re uired only for providers performing this procedure in the Cardiac Catheteri ation a Procedures performed in the Operating Room are underta en using echo guidance	**1** Retrospective revie of one mplantation case	**N/A**

certified proctor is defined as an individual that has een approved y the designated device manufacturer.

Other Vascular Interventions:
Applicant: Check box marked "R" to request privileges

R	A	C	N	Procedure	Initial Appointment	Proctoring	Reappointment
				Percutaneous Implantation of Permanent Mechanical Device for Left Atrial Appendage Occlusion - Watchman	nrestricted clinical privileges in nterventional Cardiology or Cardiac Electrophysiology **AND** ocumentation of 25 rans Septal Stic s **AND** Current luoroscopy Certification **AND** Onsite orientation y the device manufacturer representative luoroscopy certification re uired only for providers performing this procedure in the Cardiac Catheteri ation a Procedures performed in the Operating Room are underta en using echo guidance	**1** y a certified proctor	**N/A**

certified proctor is defined as an individual that has een approved y the designated device manufacturer.

Salinas Valley Memorial Healthcare System

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

Cardiology

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

Interventional Cardiology

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

Clinical Cardiac Electrophysiology

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

Peripheral Endovascular Core Procedures:

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

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

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

______________________________________ ______________________________________

______________________________________ ______________________________________

______________________________________ ______________________________________

____
Signature:

____
Date

Acknowledgment of practitioner

□have re□uested only those privileges for □hich □y education□training□current e□perience□and demonstrated performance □am □ualified to perform□and that □□ish to e□ercise at Salinas Valley ~~Memorial Healthcare System~~Health Medical Center. □further su□mit that □have no health pro□lems that could affect my a□ility to perform the privileges □am re□uest. □also understand that:

□a□ □n e□ercising any clinical privileges granted□□am constrained □y hospital and medical staff □yla□s□Rules and Regulations□and policies applica□le generally and any applica□le to the particular situation□

□□□ □ny restriction on the clinical privileges granted to me is □aived in an emergency situation and in such a situation my actions are governed □y the applica□le section of the medical staff □yla□s or related documents.

_____ _____

□pplicant Signature □ate

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

□have revie□ed the re□uested clinical privileges and supporting documentation for the a□ove□named applicant and ma□e the follo□ing recommendation□s□:

□ Recommend all re□uested privileges
□ Recommend all re□uested privileges □ith the follo□ing conditions/modifications:
□ □o not recommend the follo□ing re□uested privileges:

Privilege	Condition/Modification/E□planation
1.	
2.	
3.	
4.	
□otes:	

_____ _____

□epartment Chair Signature □ate

43. Thoracentesis
44. Thyroid and parathyroid surgery
45. Tracheostomy
46. Varicose vein injection, sclerotherapy, excision & ligation, interruption of deep perforator veins of the lower extremities
47. Insertion of central venous catheters: non-tunneled, tunneled, with or without subcutaneous ports
48. Arterial line placement and monitoring
49. Basic Laparoscopy – diagnostic, appendectomy, cholecystectomy, lysis of adhesions, Peritoneal Dialysis , feeding tubes and catheter positioning and Liver Biopsy
50. Q-Pump Pain Relief System

Colorectal Surgery

1. Abdominal procedures related to diseases of the colon, rectum and anus
2. Anorectal procedures
3. Endoscopic procedures including anoscopy, rigid sigmoidoscopy, flexible sigmoidoscopy, & total colonoscopy
4. Endoscopic rectal ultrasound
5. History & Physical
6. Operative management and post-operative care of patients with pathologic conditions involving the intestinal tract, colon, rectum, anal canal and perianal area
7. Urogynecologic procedures related to diseases of the colon, rectum and anus
~~7.~~8. Use of Laser
~~8.~~9. Vascular access procedures
~~9.~~10. Laparoscopic Colon Surgery
~~10.~~11. Laparoscopic Hernia Repair

*** DEFINITIONS**

Intermediate laparoscopic general surgery

- Jejunostomy
- Gastrostomy
- Vagotomy
- Lymph node biopsy
- Closure perforated ulcer
- Oopherectomy and/or drainage of ovarian cyst in consultation with OB/GYN
- Hernia repair to include hiatal, umbilical, incisional and inguinal with or without graft

Advanced laparoscopic general surgery

- Bowel surgery to include resection, anastomosis, stoma, colectomy, hemicolectomy, and sigmoidectomy
- Common bile duct exploration
- Splenectomy
- Lymph node dissection
- Nephrectomy with Urologist present
- Adrenalectomy
- Gastrectomy

Status **Pending** PolicyStat ID **13786195**

Last Approved	N/A	Owner	Mark Danek: Director of Pharmacy
Last Revised	N/A	Area	Pharmacy
Next Review	1 year after approval		

Medication Error Reduction Program Plan

SCOPE

A. Since 2002, the California Department of Public Health (CDPH) has required every licensed general~~,~~ acute care hospital in California to establish a Medication Error Reduction Plan (MERP), referred to as the CA MERP. The Pharmacy Department, working collaboratively with the multidisciplinary Medication Safety Committee members, oversees the MERP and provides a process aimed at eliminating or significantly reducing medication-related errors.

B. Medication safety is maintained as a high priority by not only the Pharmacy Department but also the organization system wide. The Pharmacy Department takes a leadership role in evaluating and monitoring medication use throughout the institution as well as leading multidisciplinary committees on medication safety, including the Pharmacy and Therapeutics (P&T) Committee and the Medication Safety Committee, a sub-committee of the P&T Committee.

OBJECTIVES/GOALS

A. **Objectives**

1. The objectives of the MERP include actions and measurable steps targeted to achieve the goals of improving safe ~~and~~ medication processes, eliminating~~,~~ or reducing medication-related errors and enhancing patient safety. Concurrent and retrospective review of clinical care is employed in determining the meaningful actions needed to promote the safe care of the patient.

A. **Goals**

1. The goal of the MERP at Salinas Valley Health Medical Center (SVHMC) is to ensure safe and accurate medication processes, while significantly reducing harmful medication-related errors, using a multifaceted approach (proactive, real-time, and retroactive), including encouraging the reporting of good catches/close calls (potential medication-related errors) to reporting medication adverse drug events, including medication errors. A robust MERP entails the identification and

implementation of methodologies to reduce medication-related errors with the goal of reducing harm and improving the quality of care and patient safety.

DEFINITIONS

A. N/A

PLAN MANAGEMENT

A. **Plan Elements**

1. The National Coordinating Council for Medication Error Reporting and Prevention (NCC MERP) defines a medication error as: "~~A~~any preventable event that may cause or lead to inappropriate medication ~~error~~use or patient harm while the medication ~~any preventable event that may cause or lead to inappropriate medication use or~~in the control of the health care professional, patient ~~harm while the medication is in the control of the health care professional, patient,~~ or consumer. Such events may be related to professional practice, health care products, procedures, and systems, including prescribing, order communication, product labeling, packaging, and nomenclature, compounding, dispensing, distribution, administration, education, monitoring and use." This standard definition is encouraged by the NCC MERP to be used by institutions and other groups to identify errors.
2. SVHMC uses methodologies to assess, improve, and evaluate medication safety processes. Examples include targeting high-leverage systems and technologies, involving interdisciplinary oversight, learning from external reports, and improving procedures and systems. These objectives include taking actionable and measurable steps targeted to achieve an impactful MERP program.
3. The framework of the MERP includes, but is not limited to the following:
    a. Maintaining a robust medication error reporting system.
    Review concurrent and retrospective features of medication use as well as identify medication system vulnerabilities that impact clinical care. Based on this review, make recommendations for improving the safety of medication-related processes by analyzing aggregate medication-related error data, adverse reaction data, and other events, using the organization's robust electronic online Occurrence Reporting System, or other methods as indicated. Proactivly examine "good catches/close calls" in order to implement changes when needed is an essential practice to prevent medication errors.
    b. The organization's Medication Safety Committee oversees the MERP. It is sub-committee of the Pharmacy and Therapeutics (P&T) Committee, meets every other month and analyzes actual or potential medication-related errors and advocates for actionable improvements in current procedures and systems. The Medication Safety Committee is a multidisciplinary team comprised of pharmacists, physicians, nurses, administrators, safety/quality, and risk management members, under the leadership of the Medication Safety Officer. (See Medication Safety Committee Charter.)

c. Including thoughtfully planned implementation and reassessment of technology to promote safe practices.

d. Employing effective and timely measurable assessments, including continuous improvement as a tool in monitoring systems, alerts, processes, and procedures.

e. Providing a proactive practice to risk identification analysis, identifying trends or patterns, to facilitate error reduction strategies. Components of the MERP include eleven (11) procedures of systems that are associated with medication use, as recommended by the Institute for Safe Medication Practices (ISMP).

f. Incorporating and learning from external medication-related error alerts, proactively ensuring system safety.

g. Including an annual review of the MERP to modify current processes and systems when needed to determine their effectiveness. When indicated, modifications to the MERP will be instituted.

B. **Plan Management**

1. REPORTING SYSTEMS AND MONITORING

a. SVHMC encourages prescribers, nurses, pharmacists, respiratory therapists, and other healthcare practitioners who identify actual and potential medication-related events to report them internally, using the organization's robust electronic online Occurrence Reporting System (WeCare). This system allows the option for anonymous reporting and shares these events to the proper parties for review and analysis.

b. The organization promotes a Just Culture of safety environment, which allows for a clear and transparent communication of errors in a nonpunitive environment, where employees are encouraged to be open about errors and near misses (good catches) and vulnerabilities in the system. Just Culture, a values-supportive system of shared responsibility, provides a framework to evaluate systems and behaviors to identify and fix these vulnerabilities in a fair and just manner. The risk may lie in flawed system design or from individual inadvertent human behavior, or a combination of ~~the two~~both. Behaviors contributing to medication-related errors tend to fall into three main categories: human error, an inadvertent act that could happen to anyone; at-risk behavior, a risk believed to be justified because other colleagues do the same~~;~~, reckless behavior, conscious disregard for the risk.

c. An annual review of the MERP is conducted, in order to assess the effectiveness of the plan for each of the eleven procedures and systems. This process is directed through the Medication Safety Committee, a sub-committee of the Physician and Therapeutics (P&T) Committee. The activities in the MERP, as well the analyses of medication errors, adverse reactions and trends, are evaluated by the Medication Safety Committee. During this review, if indicated, modifications may be made to promote positive outcomes.

d. When it is identified that healthcare employees require education in order to improve the safety of medication processes, a plan to implement the required educational programs is developed in conjunction with the appropriate department directors and the Education Department. The education may be provided in a variety of ways, including the examples listed below.

e. Medication safety information is communicated throughout the organization by multiple methods:

    i. Data is shared with the P&T Committee, Quality and Safety Committee, Medical Executive Committee, and the Board of Directors.

    ii. Recommendations are forwarded to the appropriate committee/ body for approval, including the P&T Committee, Nursing Leadership, and Education Department Director.

    iii. Focused in-services, including mandatory annual skills sessions, shift huddles, and weekly updates (emails sent to the staff from their managers) are performed.

    iv. "Written" information is communicated to the healthcare professionals within the organization via multiple mediums including, but not limited to:

        a. Organization-wide email system in which staff members are responsible for accessing and reviewing.

        b. New employee orientation, HealthStream (e-Learning) electronic online module, mandatory annual skills sessions, shift huddles, "weekly updates" sent to the staff from their managers.

        c. Weekly Information Notes (WIN Tip Sheets through email and health system intranet [STARnet]).

        d. Medical Staff quarterly department meetings, summaries of Medical Executive Committee meetings (posted on the STARnet intranet, under Physicians), as well as mass emails.

2. PROCEDURE

    a. The organization uses a multifaceted approach to proactively identify and implement methodologies to reduce medication-related errors and to improve the quality of care provided to patients. The process for identifying medication errors and risks includes prospective, concurrent (e.g., observation, including reports from staff) and retrospective review of patient care. Data is collected using the electronic online Occurrence Reporting System, an electronic online reporting system that documents adverse medication events, including medication-related errors and adverse drug reactions. Other means to identify actual or potential medication-related errors include the capture of pharmacy or nursing

interventions and the reporting of triggers.

b. Led by the Medication Safety Officer, the Medication Safety Committee members proactively review and incorporates information from the literature, peer ~~to~~ -to-peer review of medication management systems in other hospitals, as well as external medication-related error alert sources into safety practices as an additional area of surveillance and vigilance. Examples of external reports include, but are not limited to: the Institute for Safe Medication Practices (ISMP), The Joint Commission (Sentinel Event Alert) newsletters, US Food and Drug Administration (FDA) Drug Alerts and Statements, National Alert Network, National Coordinating Council for Medication Error Reporting and Prevention (NCC MERP) Recommendations and Statements, American Society of Health-System Pharmacists (ASHP), the California State Board of Pharmacy, and the California Department of Public Health (CDPH).

c. This information is analyzed and reported to the Medication Safety Committee, providing interdisciplinary oversight, who conducts a timely review of these events, including those that have caused harm or may have the potential to cause harm. Under the leadership of the Medication Safety Officer, medication-related errors and risks are analyzed and weaknesses or deficiencies are identified. Methods employed in this analysis may include root cause analysis (RCA) and risk assessments. Once the root cause is identified, working with this multidisciplinary team is paramount to identifying and implementing appropriate solutions, including actionable changes to procedures and systems. Improvement plans then developed by the Medication Safety Committee are presented to the P&T Committee for discussion, approval, and implementation. This information is then reported to the Quality and Safety Committee, the Medical Executive Committee, and to the Board of Directors.

d. When it is identified that staff members require education in order to improve the safety of medication processes, a plan to implement the required educational programs is developed in conjunction with the appropriate Department Directors and the Education Department. Medication safety information is communicated throughout SVHMC in various ways, including:

    i. Data may be forwarded to the P&T Committee, Quality and Safety Committee, Medical Executive Committee, and to the Board of Directors.

    ii. Recommendations are forwarded to the appropriate committee/ body for approval, such as to the P&T Committee, Nursing Leadership, and Education Department Director.

    iii. Focused in-services, huddles, and/or HealthStream (electronic) education modules.

    iv. Written information may be communicated to staff via:

        a. Organization-wide email system whereby staff

members are responsible for accessing and reviewing.

b. Nursing Education modalities including new employee orientation, WIN Tip Sheets, HealthStream, mandatory annual skills sessions, shift huddles, and "weekly updates" sent to the staff from their managers.

c. Medical Staff quarterly department meetings, summaries of Medical Executive Committee meetings (posted on the STARnet intranet, under Physicians), and other updates.

e. The organization has adopted the California MERP initiatives, which include eleven (11) procedures and systems that are associated with medication use. SVHMC's Medication Use Policy provides more detailed information about these procedures and systems.

f. The organization has adopted a methodology to evaluate each of these procedures and systems in order to proactively identify actual or potential medication-related errors as well as to provide a concurrent and retrospective review to identify any weaknesses or deficiencies. The plan for each of these procedures and systems is reviewed annually to assess their effectiveness. When indicated, such as when weakness or deficiencies are found, the plan for the specific procedures and systems is modified. Improvement plans are shared with staff members and leadership for enhanced medication safety.

i. **ELEVEN (11) PROCEDURES AND SYSTEMS**

a. **Prescribing** - The process whereby a licensed or authorized prescriber orders a medication for a patient.

i. This includes order sets, order strings and individual medication orders, which are prescribed using electronic computerized provider order entry (CPOE) as well as faxed paper orders. The ordering of medications must comply with the required elements of a prescription, as mandated by the California Board of Pharmacy and The Joint Commission. During the prescribing process, medication orders must be legible; they must not contain abbreviations, inappropriate leading/trailing zeroes, ranges, and as needed (PRN) orders without indication or clear instruction of use.

b. **Prescription Order Communications** - The process where a prescription is communicated, clarified, transcribed (If necessary), and any other communications related to a prescription order. This

process may be via direct order by the provider or by means of a telephone order or verbal order to the licensed nurse/pharmacist when appropriate.

i. This also includes communication of relevant information to the pharmacy necessary for medication order processing/ verification, such as allergies, age, current weight (using metric units), height, gender, and pertinent laboratory values. In addition, medication-related electronic alerts during prescription order entry, pharmacy validation or clinical administration related to allergies, therapeutic duplication, drug interactions, contraindications and critical laboratory values are important features that must be acknowledged during prescription order communications.

c. **Product Labeling** - Product Labeling refers to the label placed on a medication at any point in the process intended to be administered to a patient.

i. The product label shall contain the patient's name, the location where the medication is to be delivered (e.g., the patient's room), as well as the directions for use and applicable accessory and cautionary instructions (e.g., refrigerate). This also includes the use of "Tall Man" (mixed case) lettering, "Look Alike Sound Alike" (LASA), and the notation of "High Alert" for medications designated as High Alert when feasible. The product shall contain the appropriate units, such as the metric system, where applicable.

d. **Packaging and Nomenclature** - Packaging and nomenclature include the process of preparing a product in a unit dose ready-to-administer package/ container.

i. This includes the repackaging of bulk products to unit dose packages. Packaging may also include the use of barcodes, as applicable. Nomenclature involves the utilization of a standard unit of measurement (metric system) and approved "Tall Man "(mixed case) lettering, as well as "Look Alike Sound Alike" (LASA) designations, where applicable.

e. **Compounding** - The process of preparing a product not commercially available in the concentration ordered by the prescriber, preferably by the pharmacy.
    i. This involves utilizing a sterile compounding area as appropriate and expanding the availability of pre-made ready to use products when available. This includes employing standardized concentrations and beyond use dating pertinent to applicable rules, regulations, and laws.

f. **Dispensing** - The process of a pharmacist validating a prescriber order and selecting the correct medication to dispense to a patient, including oral, parenteral, and miscellaneous medications.
    i. This includes a process for verifying and using patient's own medications, where applicable.

g. **Distribution** - The process where a clinician obtains the medication on the unit to administer to the patient.
    i. This includes the use of automated dispensing cabinets (ADCs), emergency medication carts, as well as medication storage. The distribution process involves the pharmacy distribution system (centralized vs. decentralized) and the utilization of pharmacy satellites. Automated dispensing cabinet use provides a critical role in the distribution process. Pharmacy is responsible for the stocking of the ADCs, following requirements for Look Alike Sound Alike (LASA) and High Alert medications, monitoring medication expiration dates and temperatures, and providing a process for using the override function for selected medications. In addition, ADCs provide oversight for controlled substances, including handling, discrepancy, return, and diversion documentation and monitoring.

h. **Administration** - The process where the clinician administers the medication to the patient.
    i. This includes the use of barcode medication administration (BCMA) technology that involves the process of verification by

scanning the barcode on the medication and the patient identification wristband, providing enhanced patient safety. The process also includes the use of standard administration times, equipment modifications (such as tubing and administration sets), automated Smart Pump technology, and independent double checks (IDC) prior to medication administration as essential features to decrease adverse medication-related events.

i. **Education** - This includes education campaigns and programs targeted to any clinician involved in the medication use process.
    i. This includes tools intended to provide the clinician with medication-related information, such as UpToDate/Lexi-Comp, Micromedex, and other resources. This also includes education directed at the patient.

j. **Monitoring** - The process to monitor a particular step in the medication use process.
    i. This includes patient-specific monitoring, such as a response to a medication or pharmacokinetic drug dosing effects. This includes audits, rounds, as well as proactive, concurrent, and retrospective surveillance. Also included is the process of monitoring adverse drug events (medication errors and adverse drug reactions) and monitoring high alert or other medications with known potential for harm. In addition, monitoring includes specialists hired to review safety information on a local and national level.

k. **Use** - This encompasses all other practices, systems and procedures in the medication use process, including ~~HIPPA~~HIPAA (Health Insurance Portability and Accountability Act of 1996).
    i. This includes processes for handling chemotherapy or biohazard agents. This includes medication use evaluations, Core Measures, Root Cause Analysis (RCA), Failure-Mode-Effects Analysis (FMEA), and surveys. This may also include

computerized tools to review usage and document reasons for medication use. In addition, this involves the review of proper "uses" of medications, such those with off-label indications.

3. DOCUMENTATION
    a. The MERP plans developed at Salinas Valley Health since inception of the requirement are available for review.
4. SVHMC's Medication Safety Committee created a Charter to define the scope of its role in advocating for patient safety. See Attachment Medication Safety Committee Charter.

C. **Plan Responsibility**

1. The Director, Pharmacy has oversight for the implementation of the MERP Program.
2. The Chair, Pharmacy and Therapeutics Committee has oversight to assure the plan elements are initiated, implemented and monitored and actions are defined for any opportunities.
3. The Director, Pharmacy is assisted by other disciplines, including but not limited to , medical and nursing staff, dietitians and others as needed.

D. **Performance Measurement**

1. The performance measurement process is one part of the evaluation of the effectiveness of this Plan. Performance measures have been established to measure aspects of the MERP Plan.
2. On an annual basis, the Medication Safety Committee evaluates the scope, objectives, performance, and effectiveness of the Plan to manage risks to the staff, visitors, and patients at SVHMC.

E. **Orientation and Education**

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

F. SVHMC relevant policies and procedures

1. Pharmacy: Sterile Compounding: General Practices
2. ~~Chemotherapy Administration of Parenteral and oral Neoplastic Agents~~Chemotherapy Administration of Parenteral and Oral Antineoplastic Agents
3. ~~Central Vascular Access Devices~~Central Vascular Access Devices
4. ~~Hazardous Drug Handling~~Hazardous Drug Handling
5. ~~Look Alike, Sound Alike Medication Management Policy~~Look Alike, Sound Alike Medication Management
6. ~~Medication Reconciliation~~Medication Reconciliation
7. ~~Patient's Own Medication Usage~~Patient's Own Medication Usage
8. ~~Drug Procurement/Inventory Control~~Drug Procurement/Inventory Control

9. ~~Automated Dispensing machine Drug Distribution System~~Automated Dispensing Machine Drug Distribution System
10. ~~Transdermal Fentanyl Patch Clinical Procedure~~Transdermal Fentanyl Patch
11. ~~Intravenous Administration of Hypertonic Sodium Chloride Solutions in Adult Patient Populations~~Intravenous Administration of Hypertonic Sodium Chloride Solutions in Adult Patient Populations
12. ~~Blood and Blood Product Administration Policy~~Blood and Blood Product Administration
13. ~~Patient Identification Policy~~Patient Identification
14. ~~Adverse Drug Reaction Program~~Adverse Drug Reaction Program
15. ~~Isolation-Standard and Transmission-based Precautions~~Isolation - Standard and Transmission Based Precautions

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Attachments

Medication Safety Committee Charter 2023.pdf

Approval Signatures

Step Description	Approver	Date
MEC	Katherine DeSalvo: Director Medical Staff Services	Pending
P&T Committee	Rebecca Alaga: Regulatory/ Accreditation Coordinator	06/2023
Policy Committees	Rebecca Alaga: Regulatory/ Accreditation Coordinator	06/2023
Policy Owner	Mark Danek: Director of Pharmacy	06/2023

Standards

No standards are associated with this document

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> Mark please approve ASAP. Approved at Policy Committee 6/9/23

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Last Approved	N/A	Owner	Julie Vasher: Director of Women's & Children's Services
Last Revised	05/2023		
Next Review	3 years after approval	Area	Nursing Standardized Procedures

Neonatal Endotracheal Intubation Standardized Procedure

I. POLICY

A. Function (s)

1. To define an appropriate Standardized Procedure allowing the ~~registered~~Registered Nurse (RN)/Respiratory Care Practitioner (RCP) who has successfully completed a neonatal intubation ~~certification~~program to safely intubate neonates in accordance with an established procedure.
2. To provide airway and ventilator support to a compromised newborn.

B. Circumstances

Intubation of a neonate by a Registered Nurse (RN) or Respiratory Care Practitioner (RCP) who is certified in Neonatal Intubation Skills.

1. Setting
    a. Perinatal Services.
    b. A physician is notified and should be in route for all neonatal emergencies.
2. Supervision
    a. Oversight supervision is provided by the NICU Medical Director.
    b. The intubation certified RN or RCP may intubate infants without the presence of a physician under the following conditions:
3. Patient Conditions
    a. Respiratory insufficiency due to:
        i. Infant requiring assisted ventilation who is not being effectively

ventilated with bag valve mask.

ii. Infant's HR remains <100 and not increasing with PPV

a. Consider intubation or placement of laryngeal mask airway

b. Infant requiring chest compressions; intubation facilitates coordination of chest compressions and ventilation and maximizes the efficiency of each positive-pressure breath. Intubation is strongly recommended prior to beginning chest compressions. If intubation is not successful or not feasible, a laryngeal mask may be used.

c. Infant requiring endotracheal administration of epinephrine.

d. Infant requiring direct tracheal suctioning

e. Infant requiring surfactant administration (requires physician order).

f. Extreme prematurity.

g. Diaphragmatic Hernia.

~~Non-vigorous newborns with meconium-stained amniotic fluid do not require routine intubation and tracheal suctioning. Initial steps may be performed at the radiant warmer per the recommendations of the NRP.~~

II. DEFINITIONS

A. **Endotracheal intubation** is the insertion of an endotracheal tube into the trachea for emergency airway maintenance in conditions producing or resulting from respiratory insufficiency.

B. **Respiratory Insufficiency** is the failure to adequately provide oxygen to the cells of the body and to remove excess carbon dioxide from them.

~~III. PROTOCOL~~

IV. PROCEDURE

A. Database

1. Subjective – The assessment data will be collected and documented to evaluate necessity to intubate neonate.
2. Objective
    a. Positive pressure ventilation is not resulting in adequate clinical improvement.
    b. Inadequate chest movement.
    c. The need for positive pressure ventilation lasts beyond a few minutes.
    d. The need to facilitate the coordination of chest compressions and ventilation .

e. Maximize the efficiency of each positive pressure breath.

f. The need to administer epinephrine via ETT.

g. Congenital anomaly.

B. Diagnosis

Respiratory Insufficiency.

C. Plan

1. Gather Equipment

a. Laryngoscope.

b. Blades: No. 1 (term newborn), No. 0 (preterm newborn), No. 00 (optional for extremely preterm newborn).

c. Endotracheal tubes with inside diameters of 2.5, 3.0, 3.5 and 4.0 mm.

d. Stylet (optional).

e. Carbon Dioxide (CO2) monitor or detector.

f. Suction setup with 10F or larger suction catheter, plus availability sizes 5F or 6F and 8F.

g. Endotracheal tube securing device.

h. Scissor.

i. Oral airway.

j. Meconium aspirator~~.~~/tracheal aspirator

k. Stethoscope (neonatal head preferred).

l. Positive-pressure device, pressure gauge and oxygen tubing. Self-inflating bag must have oxygen reservoir.

m. Blanket or towel for shoulder roll.

2. Treatment

a. Follow Neonatal Resuscitation Program Guidelines regarding steps for Intubating a Newborn.

b. Ventilation and oxygenation guidelines BEFORE ATTEMPTING INTUBATION.

i. Oxygenate/ventilate with resuscitation device and mask before beginning intubation and between repeated intubation attempts. Adjust FIO2 based on targeted pre-ductal SpO2 table (see attachment A).

ii. LIMIT ATTEMPTS TO 30 SECONDS.

c. REPEATED INTUBATION ATTEMPTS

i. Do not try to intubate for longer than approximately 30 seconds. If unable to visualize the glottis and insert the tube within 30

seconds, remove the laryngoscope and ventilate the baby with bag and mask. Administer oxygen based on targeted pre-ductal SpO2 table (see attachment A). Ensure that the baby is stable, and then try again.

ii. If two (2) unsuccessful attempts (visualization **and** insertion) are made to intubate, abandon the procedure; attempt to maintain the infant's saturation within appropriate levels with bag and mask and ensure infant is breathing normally. If the infant still demonstrates respiratory insufficiency and another certified intubator is not available, consider placement of laryngeal mask airway. All NICU RN/RCP should be trained to insert neonatal laryngeal mask airways (LMAs).

d. Post Intubation Considerations/Assess for:

i. Improved vital signs (heart rate, color, and activity).

ii. Presence of exhaled CO2 as determined by a CO2 detector.

iii. Breath sounds over both lung fields but decreased or absent over the stomach.

iv. No gastric distention with endotracheal ventilation .

v. Vapor in the tube during exhalation.

vi. Chest movement with each breath.

vii. Tip-to-lip measurement: nasal-tragus length (NTL) +1cm or add 6 cm to newborn's weight in kilograms.

viii. Chest x-ray confirmation if the tube is to remain in place past initial resuscitation.

3. Patient conditions requiring consultation/reportable conditions:

a. The attending physician is consulted if any conditions outlined in Section I.B. 2 of this policy occur.

b. In the event that an RN/RCP intubator is not available for LD Unit, the LD staff is to call the On Call ~~Pediatrician~~ED Physician for emergency situations. The On-call Neonatologist should be the backup ~~for the On Call Pediatrician is the Neonatologist~~physician. ~~The Emergency Department physician responds to codes per policy.~~

4. Education-Patient/Family

a. Instruct parents/primary care takers regarding procedure/necessity for intubation.

5. Follow up

a. Re-assessment/re-evaluation of tube placement pre- and post-x-ray.

6. Documentation of Patient Treatment

a. The following information must be documented in the electronic medical

record:

i. Patient condition warranting resuscitation.

ii. Resuscitative measures initiated.

iii. Blade number and tube size used.

iv. Resuscitation outcome and current patient condition.

b. Document any complications of procedure.

V. REQUIREMENTS FOR THE REGISTERED NURSE ~~(See Attachment B)~~

~~Education~~

1. ~~Attend two and a half (2.5) hour class: Didactic Lecture/Workshop conducted by a neonatologist.~~
2. ~~Education and training for Nursing/Respiratory Care Practitioners will be provided through department orientation, skills lab, and/or annual competencies.~~

~~Training~~

1. ~~Perform one (1) successful intubation **without excessive time/need for coaching** while proctored by staff member certified for neonatal intubation.~~
2. ~~A previously certified intubator may also use an intubation for meconium as their required successful intubation for certification. Although, non-vigorous newborns with meconium-stained amniotic fluid do not require routine intubation and tracheal suctioning.~~

A. Education/Training

1. Successful completion of the RN/RCP Intubation Training Program (Attachement C)

B. Experience/Qualifications

RN:

- Six (6) months experience in Intensive Care Nursery.
- Current California RN licensure.
- Current Basic Life Support Certification.
- Current Neonatal Resuscitation Program Certification.

RCP:

- Current California RCP licensure.
- Current Basic Life Support Certification.
- Current Neonatal Resuscitation Program Certification.
- California Children's Services qualified.

C. Initial Evaluation

1. Competency will be verified and documented upon completion of ~~Education~~the RN/RCP Intubation Training ~~in Section IV A. and B. Documentation maintained in the Intubator Binder on unit.~~Program (Attachment C)
2. Documentation maintained in the Intubator Binder on unit.

D. Ongoing Evaluation

1. Annual recertification shall be required.
2. Demonstration of clinical competency shall include a record of one (1) intubation every 18 months. The Director of the NICU and Director of the Respiratory Care review the records.
    a. Annual participation at an Intubation Simulation lab.
    b. In the event that the intubation procedure for recertification is not completed (as outlined in the second bullet above), the Nurse/Respiratory Intubator will attend an Intubation Lecture/Workshop every ~~6~~12 months until a successful proctored intubation has occurred.
    c. The ***Medical Director*** must approve yearly recertification.

VI. DEVELOPMENT AND APPROVAL OF THE STANDARDIZED PROCEDURE

A. Method

1. Review and approval every one (1) year.
2. Standardized Procedure reviewed by Chief Nursing Officer and the Interdisciplinary Practice Committee (IDPC) upon creation and when changes are made.

B. Review Schedule

a. Every one (1) year.

C. Signatures of Authorized Personnel Approving the Standardized Procedure and Dates

a. Nursing
    i. Clinical Nurse Educator/NICU.
b. Medicine
    i. Medical Director, NICU.
    ii. Chair, Interdisciplinary Practice Committee.
c. Administration
    i. Chief Nursing Officer.

VII. REGISTERED NURSES AUTHORIZED TO PERFORM PROCEDURE AND DATES

A. The list of qualified individuals who may perform this standardized procedure is available in the department and available upon request.

VIII. REFERENCES

A. ~~Kattwinkel~~Weiner, G., Zaichkin, J~~.~~ .(~~Ed.~~Eds). (~~2016~~2021). Textbook of Neonatal Resuscitation (~~8~~7th ed.). ~~Elkgrove Village~~Itasce, IL: American Heart Association and American Academy of Pediatrics.

~~MacDonald, M.G., Ramasethu, J., & Rais-Bahrami, K. (Eds.). (2013). Atlas of Procedures in Neonatology (5th ed.). Philadelphia: J.B. Lippincott Company.~~

B. Karlsen, Kristine. (2013). The S.T.A.B.L.E. Program. Pre-transport/Post-resuscitation Stabilization Care of Sick Infants. Guidelines for Neonatal Healthcare Providers (6th ed.). Utah, S.T.A.B.L.E., Inc.

Attachments

B: O2 Sats / Limits Guidelines

C: RN/RCP Intubation Training Program

Approval Signatures

Step Description	Approver	Date
IDPC	Katherine DeSalvo: Director Medical Staff Services	Pending
Policy Committee	Rebecca Alaga: Regulatory/ Accreditation Coordinator	06/2023
Policy Owner	Julie Vasher: Director of Women's & Children's Services	05/2023

Standards

No standards are associated with this document

History

Edited by Kessler, Karina: Clinical Nurse Educator w/Masters on 12/19/2022, 6:06PM EST

> Updated NRP reference, insertion measurement and included language related to possible need to intubate for direct tracheal suctioning.

Last Approved by Vasher, Julie: Director of Women's & Children's Services on 12/20/2022, 8:30AM EST

Rejected by Alaga, Rebecca: Regulatory/Accreditation Coordinator on 1/23/2023, 5:53PM EST

> Please place on appropriate template. This looks like a combination of the policy template and the Nursing Standardized Procedure template. It is unclear which template and approval workflow you would like this to be.

Last Approved by Vasher, Julie: Director of Women's & Children's Services on 1/25/2023, 10:50AM EST

Administrator override by Alaga, Rebecca: Regulatory/Accreditation Coordinator on 2/16/2023, 4PM EST

> Removed Policy number

Last Approved by Alaga, Rebecca: Regulatory/Accreditation Coordinator on 2/16/2023, 4PM EST

> Policy Committee approved. Flow created.

Comment by DeSalvo, Katherine: Director Medical Staff Services on 2/16/2023, 4:55PM EST

> Julie - please have Dr. Castro review as the NICU Medical Director - then it can be forwarded to IDPC, MEC and the Board. Thank you, Kate

Comment by Vasher, Julie: Director of Women's & Children's Services on 2/16/2023, 4:59PM EST

> @Castro, Robert: PHYSICIAN - hi dr castro, please review this standardized procedure - thank you

Last Approved by DeSalvo, Katherine: Director Medical Staff Services on 3/10/2023, 12:44PM EST

> Approved by the Medical Director of NICU on 03/09/23

Draft saved by Kessler, Karina: Clinical Nurse Educator w/Masters on 3/14/2023, 12:03PM EDT

Edited by Kessler, Karina: Clinical Nurse Educator w/Masters on 3/14/2023, 12:10PM EDT

1.Updated the wording related to " No Intubator available" as per Dr. Castro's and groups recommendations
2. Added sentence related to LMA training for all NICU RN/RCP's
3. Corrected the education/training section to reference the RN/RCP Intubation Training Program (attachment C). Noted a discrepency in wording.

Last Approved by Vasher, Julie: Director of Women's & Children's Services on 3/14/2023, 12:13PM EDT

Updated the language in regards to back up for neonatal intubation per Dr. Trieu request. Collaborated with all parties i.e. manager, educator and medical director.

Comment by Kessler, Karina: Clinical Nurse Educator w/Masters on 3/14/2023, 12:13PM EDT

@Vasher, Julie: Director of Women's & Children's Services@Castro, Robert: PHYSICIAN @Villaneda Sr., Louis: NICU/Adult Educator/Supervisor Can you look at the updates made based on recent discussions?

Last Approved by Villaneda Sr., Louis: NICU/Adult Educator/Supervisor on 3/14/2023, 1:04PM EDT

Hello Karina,

This looks good as is.

Last Approved by Alaga, Rebecca: Regulatory/Accreditation Coordinator on 4/12/2023, 5:55PM EDT

Previously approved by Policy Committee

Comment by DeSalvo, Katherine: Director Medical Staff Services on 4/12/2023, 6:26PM EDT

We will take this forward to IDPC. It will not go to MEC until May 11th through. April MEC is tomorrow.

Draft saved by Kessler, Karina: Clinical Nurse Educator w/Masters on 5/9/2023, 10:42AM EDT

Edited by Kessler, Karina: Clinical Nurse Educator w/Masters on 5/9/2023, 10:45AM EDT

Added LMA use for non Increasing HR
Removed the Pedaitric Hospitalist from the emergency response notification.

Last Approved by Vasher, Julie: Director of Women's & Children's Services on 5/15/2023, 3:56PM EDT

Comment by Woodrow, Lea: Director of Accreditation and Regulatory Complianc on 5/16/2023, 12:53PM EDT

> Julie, please update references to most current.

Administrator override by Woodrow, Lea: Director of Accreditation and Regulatory Complianc on 5/16/2023, 12:53PM EDT

> format corrected

Comment by Kessler, Karina: Clinical Nurse Educator w/Masters on 5/16/2023, 1PM EDT

> @Vasher, Julie: Director of Women's & Children's Services, This policy was just updated last week references were updated in December

Approval flow updated in place by Alaga, Rebecca: Regulatory/Accreditation Coordinator on 5/16/2023, 6:58PM EDT

Comment by Castro, Robert: PHYSICIAN on 5/17/2023, 2:50PM EDT

> I have reviewed and approved the current Policy. I can also confirm that the Reference STABLE textbook as listed is the current edition. Thank you.

Last Approved by Alaga, Rebecca: Regulatory/Accreditation Coordinator on 6/27/2023, 2:37PM EDT

> Previously approval by Policy Committee

EXTENDED CLOSED SESSION
(if necessary)

(VICTOR REY, JR.)