



December 8, 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 **FINANCE COMMITTEE - COMMITTEE OF THE WHOLE** of **SALINAS VALLEY HEALTH**¹ will be held **MONDAY, DECEMBER 11, 2023, AT 12:00 P.M., DOWNING RESOURCCE CENTER ROOM A, B, & C, SALINAS VALLEY HEALTH MEDICAL CENTER, 450 E. ROMIE LANE, SALINAS, CALIFORNIA** or via **TELECONFERENCE** (*visit [SalinasValleyHealth.com/virtualboardmeeting](https://www.SalinasValleyHealth.com/virtualboardmeeting) for Access Information*).

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

Allen Radner, MD

Interim President/Chief Executive Officer

Committee Members: Joel Hernandez Laguna, Chair; Juan Cabrera, Vice Chair; Allen Radner, MD, Interim President/CEO; Augustine Lopez, Chief Financial Officer; Clement Miller, Chief Operating Officer; Tarun Bajaj, M.D. Medical Staff Member; Sanjeev Tandon, Community Member Harry; Wardwell, Community Member

**FINANCE COMMITTEE
COMMITTEE OF THE WHOLE
SALINAS VALLEY HEALTH¹**

**MONDAY, DECEMBER 11, 2023, 12:00 P.M.
DOWNING RESOURCE CENTER, ROOMS A, B & C**

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

or via Teleconference

(Visit [SalinasValleyHealth.com/virtualboardmeeting](https://www.SalinasValleyHealth.com/virtualboardmeeting) for Access Information)

AGENDA

1. Call to Order / Roll Call

2. Public Comment

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.

3. Approve Minutes of the Finance Committee Meeting of November 13, 2023 (RADNER)

- Public Comment
- Motion/Second
- Action by Committee/Roll Call Vote

4. Consider Recommendation for Board Approval of AMN Healthcare Solutions Service Justification and Contract Renewal Award (LOPEZ/KATZENBERGER)

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

5. Consider Recommendation for Board Approval of Lease Agreement Terms for 225 East Romie Lane, Salinas, CA Between SVMHS and Hilltop Family Medical Group, Inc. (RADNER/RAY)

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

6. Closed Session

7. Reconvene Open Session/Closed Session Report

8. Financial and Statistical Review (LOPEZ)

¹Salinas Valley Memorial Healthcare System operating as Salinas Valley Health

9. Review Balanced Scorecard (LOPEZ)

10. Adjournment

The next Finance Committee Meeting will be scheduled for **Monday, January 22, 2023 at 12:00 p.m.**

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

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

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.

**FINANCE COMMITTEE MEETING
COMMITTEE OF THE WHOLE
SALINAS VALLEY HEALTH**

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

REPORT INVOLVING TRADE SECRET

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

Discussion will concern: (Specify whether discussion will concern proposed new service, program, or facility): Trade secrets, strategic planning/proposed new programs and services

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

ADJOURN TO OPEN SESSION

CALL TO ORDER
ROLL CALL

(Chair to call the meeting to order)

PUBLIC COMMENT

SALINAS VALLEY HEALTH¹
FINANCE COMMITTEE
COMMITTEE OF THE WHOLE
MEETING MINUTES NOVEMBER 13, 2023

Committee Members Present:

In-person: Chair Joel Hernandez Laguna, Vice Chair Juan Cabrera, Tarun Bajaj, MD., Pete Delgado, Augustine Lopez, Clement Miller

Committee Members Present via Teleconference: Harry Wardwell

Committee Members Absent: Sanjeev Tandon

Other Board Members Present, Constituting Committee of the Whole: None

Committee Member Harry Wardwell arrived at 12:05 p.m.

Committee Member Tarun Bajaj, MD, arrived at 12:21 p.m.

Vice-Chair Juan Cabrera arrived at 12:24 p.m.

1. CALL TO ORDER/ROLL CALL

Chair Joel Hernandez Laguna called the meeting to order at 12:03 p.m. in the Downing Resource Center, Rooms A, B & C. A quorum was reached at 12:05 p.m.

2. CLOSED SESSION

Chair Hernandez Laguna announced that items to be discussed in Closed Session as listed on the posted Agenda are *Report Involving Trade Secrets, strategic planning/proposed new programs and services.*

The meeting recessed into Closed Session under the Closed Session Protocol at 12:03 p.m.

3. RECONVENE OPEN SESSION/REPORT ON CLOSED SESSION

The Board reconvened Open Session at 1:04 p.m. Chair Hernandez Laguna announced in Closed Session, the Board received a *Report Involving Trade Secrets, strategic planning/proposed new programs and services.* No action was taken.

4. APPROVE MINUTES OF THE FINANCE COMMITTEE SEPTEMBER 25, 2023

The Finance Committee meeting minutes of September 25, 2023, were included in the Committee packet.

COMMENTS FROM THE BOARD:

None

PUBLIC COMMENT:

None

¹Salinas Valley Memorial Healthcare System operating as Salinas Valley Health

MOTION:

Upon motion by Committee member Delgado, and second by Vice-Chair J. Cabrera the minutes of September 25, 2023 Finance Committee were approved as presented.

ROLL CALL VOTE:

Ayes: Chair Hernandez Laguna, Bajaj, MD., J. Cabrera, Delgado, Lopez, Miller, and Wardwell;
Nays: None;
Abstentions: None;
Absent: Tandon.

Motion Carried

5. APPROVE MINUTES OF THE FINANCE COMMITTEE OCTOBER 23, 2023

The Finance Committee meeting minutes of October 23, 2023, were included in the Committee packet.

COMMENTS FROM THE BOARD:

None

PUBLIC COMMENT:

None

MOTION:

Upon motion by Committee member Delgado, and second by Vice-Chair J. Cabrera the minutes of October 23, 2023 Finance Committee were approved as presented.

ROLL CALL VOTE:

Ayes: Chair Hernandez Laguna, Bajaj, MD., J. Cabrera, Delgado, Lopez, Miller, Wardwell;
Nays: None;
Abstentions: Wardwell;
Absent: Tandon.

Motion Carried

6. FINANCIAL PERFORMANCE REVIEW

An update was received from Augustine Lopez, Chief Financial Officer on the Financial Performance Review for the month of October 2023. The report contained revenue highlights for October which summarized that gross revenues were 2.2% favorable to budget, payor mix was unfavorable, and total normalized net patient revenue was \$45.8 million; which was unfavorable to budget by \$4.6 million. Salinas Valley Health currently has 337 days of cash.

7. REVIEW BALANCED SCORECARD

Augustine Lopez, Chief Financial Officer and team, reviewed the Balanced Scorecard Summary for fiscal year 2024, year-to-date September 2023 which provided an overview of the metrics and performance of the SVMHS organizational goals for Service, People, Quality, Finance, Growth, and Community. This information was included in the Committee packet.

BOARD MEMBER COMMENT: Further discussion with staff clarified the following: Hand washing audits. Finance goals baselines.

8. PUBLIC COMMENT

None

9. ADJOURNMENT

There being no other business, the meeting was adjourned at 1:15 p.m. The next Finance Committee Meeting is scheduled for **Monday, December 11, 2023 at 12:00 p.m.**

Joel Hernandez Laguna, Chair

Board Paper: Review and Approval by Board

Agenda Item: Consider Recommendation for Board Approval of AMN Healthcare Solutions Service Justification and Contract Renewal Award

Executive Sponsor: Augustine Lopez, CFO
Philip Katzenberger, Director of Health Information Management

Date: December 7, 2023

Executive Summary

AMN Healthcare Solutions is the leader in cost-effective workforce management solutions. For Salinas Valley Health, AMN Healthcare Solutions is primarily a credentialed coding service with comprehensive health information management (HIM) service resources available as needed to meet operational demands. Since 2008, Salinas Valley Health (SVH) has used AMN Healthcare Solutions primarily to support the high volume of Emergency department visits to help ensure timely, mid-revenue compliance and achieve consistency to process emergency encounters. AMN commits to utilizing only vetted personnel to service Salinas Valley Health's HIM operations.

AMN Healthcare Solutions has clinical credentialed workforce with services covering coding, clinical documentation integrity (CDI) and revenue integrity (RI) who are skilled to accurately decipher diagnosis/procedures. AMN Healthcare Solutions' competitive edge is their commitment to utilizing only vetted personnel by the client. To ensure quality is upheld, AMN provides an in-depth monthly quality validation report to ensure AMN's services are compliant and unified with SVH's claim submission accuracy requirements and reimbursement guidelines.

In June 2016, AMN acquired Peak Health Solutions, a growing health information management services company, providing remote medical coding and consulting solutions to hospitals and physician medical groups nationwide. In April 2018, AMN acquired MedPartners, expanding national market shares to deliver a full range of mid-revenue cycle solution services to clients and healthcare professionals. The combined acquisitions of Peak Health Solutions and MedPartners positions AMN Healthcare as the leading provider of mid-revenue cycle workforce solutions.

KLAS, an independent service review company, recognized AMN Healthcare Solutions as above average compared to AMN's competition in capability functionality, scalability, integration, customization, administration, and relationship loyalty.

Unique to market, when compared to other vendors, AMN is priced to market. Other vendors rotate staff, require longer onboarding time frames and lack the depth of workforce as AMN has via their acquisitions. SVH has other vendors as alternatives, however AMN’s performance is best at meeting our existing and foreseeable needs.

There is risk of operational disruption during the learning curve while adapting to a new workforce methodology and adapting to SVH’s deliverables and these are expected during the transition. We estimate a hit to staff productivity (20% reduction) due to a learning curve to our systems and an increase in Salinas Valley Health’s mid revenue collection days valued at several millions of dollars of unclaimed/unprocessed cases. There is no proven operational advantage to switching vendors.

AMN Healthcare Solutions workforce flexibility functions well giving us elasticity to patient volume. We recommend the five (5) year AMN Healthcare Solutions contract renewal as proposed.

Key Contract Terms	AMN Healthcare Solutions, LLC
1. Proposed contract signing date	December 7, 2023
2. Term of agreement	December 7, 2023 – December 1, 2028
3. Renewal terms	Auto one-year renewal
4. Termination provision(s)	14 days’ written notice to terminate
5. Payment Terms	Net 45
6. Average Annual cost(s)	\$364,457
7. Cost over life of agreement **	\$1,822,285
8. Budgeted (yes or no)	Yes
9. Contract	1001.4823C

** Cost over Life of Agreement

Description	Baseline - Paid 12 Months Ending Sept 23	Year1 (12/28/23 - 12/27/24)	Year 2 (12/28/24 - 12/27/25)	Year 3 (12/28/25 - 12/27/26)	Year 4 (12/28/26 - 12/27/27)	Year 5 (12/28/27 - 12/27/28)
Expense Rate		3%	3%	3%	3%	3%
ED Estimated Annual Total (based on 3,328 hours x \$74 rate)	238,884	\$246,272	\$253,660	\$261,270	\$269,108	\$277,181
CDI Estimated Annual Total (based on 1020 hours x \$95 rate)	80,000	\$96,900	\$99,807	\$102,801	\$105,885	\$109,061
Annual Expense Cost	\$318,884	\$343,172	\$353,807	\$364,071	\$374,993	\$386,242
Total Cost of 5 Year Contract:						\$1,822,285

Recommendation

Consider recommendation for Board approval of AMN Healthcare Solutions contract renewal justification and contract award in the estimated amount of \$1,822,285, over the five-year term.

Attachments

- RFP Scorecard
- Contract Renewal Amendment
- Master Services Agreement

RFP - Score Card

Assessing professional services for Health Information Management.

Three vendors were evaluated to determine best to meet the needs for the HIM Department for Salinas Valley Health

November 21, 2023

Criteria scale 1-5. (1) Does not provide (2) Unable to meet demand (3) Meets (4) Meets needs, provides additional value, is clear and specific (5) provides #4 is best industry or willing to negotiate to be the best.

Question	AMN Healthcare Solutions	ECatalyst	Kiwi Coding	Notes						
1. Provide Remote Coding Workforce, CDI, Rev. Integrity, with the ability to review and select staff.	5	4	3	(5) Overall does what is needed, (4) Delivers good candidates						
a. Credential staff	3	3	3							
b. Offers Seasoned staff	3	3	3							
c. Commits resource to our site with priority	3	2	2							
d. Meets specific criteria, staff and experience with Meditech, 3M, skilled to specific needs (APRs)	4	2	2	(4) One was able to provide specific needs						
2. Pricing- Is competitive to market	3	3	3							
a. Willing to negotiate	4	2	2	(4) discounted to what was asked						
b. Limit annual expensive rates 3% or less	3	2	3							
3. Onboarding new workforce within 2 weeks	3	2	2							
4. Offers special project resources, such as developing education	3	1	1							
5. Termination notices flexibility, 14 days notice	3	2	2	(2) offer 30 days or 90 days preferred.						
6. Quality transparency - Offers Monthly reports	5	3	3	(5) conducts audits, scores, provides action plan.						
Score Total:	42	29	29							

**AMENDMENT TO MASTER SERVICES AGREEMENT BY AND BETWEEN
AMN WORKFORCE SOLUTIONS, LLC AND SALINAS VALLEY MEMORIAL HEALTHCARE SYSTEM**

AMN Workforce Solutions, LLC f/k/a MedPartners HIM, LLC (“Agency”) 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”) entered into a Master Services Agreement on or about 7th day of July, 2017, as amended from time to time, (collectively, the “Agreement”). The parties hereby enter into this amendment to that Agreement (“Amendment”) for the purpose of amending and modifying the terms of the Agreement. Effective as of the date of last signature below (“Amendment Effective Date”) the terms and conditions of the Agreement, as amended and modified below, shall apply. Except as modified herein, the Agreement shall remain in full force and effect in accordance with its terms and conditions. Unless the context so indicates otherwise, capitalized terms used herein shall have the meanings ascribed to them in the Agreement.

1. MedPartners HIM, LLC changed its legal name to AMN Workforce Solutions, LLC effective July 1, 2019. By executing this Amendment, the parties agree to ratify all actions under the Agreement, and the substitution of AMN Workforce Solutions, LLC as the legally bound party to the Agreement.
2. The parties hereby agree to delete and replace Section 1 of the Agreement in its entirety with the following:
 1. TERM: This Agreement shall continue until December 1st, 2028, and shall automatically renew for one additional year thereafter. The term of the Agreement can be further extended upon written agreement by both parties. This agreement may be terminated by either party upon thirty (30) days prior written notice.
3. The parties hereby agree to delete and replace Exhibit A of the Agreement in its entirety with Exhibit A-1, attached hereto by this reference.
4. The parties hereby agree to incorporate the FCRA User Certification Form, attached hereto as Exhibit A-2, into the Agreement by this reference.
5. The parties hereby agree to incorporate the Business Associate Agreement, attached hereto as Exhibit B, into the Agreement by this reference.

Salinas Valley Memorial Healthcare System

AMN WORKFORCE SOLUTIONS, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**EXHIBIT A-1
TERMS of SERVICE LINE
SUPPLEMENTAL STAFFING**

AMN Workforce Solutions, LLC (“Agency”) will provide supplemental staffing services in accordance with the Master Services Agreement that was entered into by and between 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”) and Agency on or about July 7th, 2017, as modified by these additional terms. This exhibit sets forth the terms for supplemental staffing assignments effective as of August 21st, 2023 (the “Supplemental Staffing Effective Date”).

- 1. STAFFING NEEDS.** Client shall submit a job description detailing the duties and minimum qualifications for each Consultant required by Client from time to time (each a “Job Description”), the duration of the assignment, and the number of hours to be worked per week. Agency will identify and present candidates that meet Client’s minimum qualifications as set forth in the Job Description. Client shall have the opportunity to interview each presented candidate. Client shall have three (3) business days to accept or reject the candidate following the interview. Once a candidate has been accepted, Agency will confirm the placement in a confirmation email (a “Placement Confirmation”). Client shall have two (2) days to review the Placement Confirmation and approve or raise any objections. If Client fails to raise any objections within ten (10) business days, the Placement Confirmation shall be deemed accepted by Client. Each Placement Confirmation issued pursuant to this Section 1 shall be incorporated into this Agreement.

Client shall be responsible for all oversight of Consultants in connection with the services provided by Consultants for Client. Placements shall not exceed one year, except as mutually agreed to by the parties in writing, including the negotiation of additional fees, taxes or other expenses applicable to such placement.

- 2. SCHEDULE OF RATES.** The rates below will go into effect for any Consultant beginning an assignment or extension after the Supplemental Staffing Effective Date.

On the first annual anniversary of this Agreement, and each anniversary thereafter, a rate increase equal to three percent (3%) shall be incorporated automatically.

Rate Schedule is subject to change a maximum of one (1) time per year based on support of a higher skill level warranting a value increase. Should rates increase in accordance with this section, excluding COLA increases, during the term of the Agreement, Agency will give Client 30 days' written notice prior to the effective date of the increase.

POSITION	REGULAR RATE PER HOUR ALL-INCLUSIVE
Appeals and Denials Case Manager - Remote	\$93.00
Appeals and Denials Case Manager - Onsite	\$123.00

CDI Manager	\$140.00
CDI Director	\$160.00
CDI Pre-Bill Auditor/2nd level Review - Remote	\$95.00
CDI Specialist - Remote	\$95.00
CDI Specialist – Onsite	\$135.00
HIM Director	\$160.00
Medical Coding Auditor – Remote	\$95.00
Medical Coding Auditor - Onsite	\$135.00
Medical Coder- DRG Validator - Remote	\$85.00
Medical Coding Manager - Remote	\$100.00
Medical Coding Manager - Onsite	\$140.00
Trauma Registrar - Remote	\$75.00
Trauma Registrar - Onsite	\$125.00
Consulting and Advisory	\$125.00

POSITION WITH AUDIT SERVICES	REGULAR RATE PER HOUR ALL-INCLUSIVE
Medical Coder - Inpatient	\$82.00
Interventional Radiology/Cardiology Coder	\$79.00
Medical Coder – Outpatient SDS/OBS	\$77.00
Medical Coder- Outpatient ED	\$74.00
Medical Coder- Outpatient Ancillary/Diagnostic	\$68.50
Medical Coder - Pro Fee	\$65.00

Holiday Rate: Client will pay one and one half times the applicable rate for all time worked by Consultants on a Holiday. For purposes of the Agreement, “Holidays” are: New Year’s Eve Day, New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Eve Day, and Christmas Day.

For purposes of clarification, all Holidays begin at 12:00 a.m. the day of the Holiday and run through 11:59 p.m. the day of the Holiday.

Overtime Rate: Overtime will be billed at one and one half times the applicable rate for all hours worked in excess of forty hours in a single week, or as required by law.

Training and Orientation: Client agrees to pay Agency for all Client or legally required training and orientation hours worked by Consultants.

Quality Assurance Program: For each Position listed under "POSITION WITH AUDIT SERVICES", Agency shall perform internal quality assurance tasks for each Position staffed and the cost is included in the hourly rate. Quality assurance tasks include but are not limited to onboarding and recurring quality reviews. Additional training and education shall occur with each review conducted.

Quality Assurance activities are only conducted for rate options listed under "POSITION WITH AUDIT SERVICES."

3. **TRAVEL.** Agency will make travel and housing arrangements, as necessary. For travel assignments, the Client shall reimburse Agency for all travel and housing expenses incurred *en route* or during the placement including, but not limited to, airfare (including ticketing and service charges), car rental, mileage based on IRS regulations, hotel accommodations, and a per diem rate for each employee. The parties acknowledge that a reimbursement arrangement exists between the parties with respect to housing and meals. The reimbursement amount is included in the fees paid for services by Client, and for which Agency will provide substantiation of the reimbursement amount. Amounts reimbursed by Client may be subject to tax deduction limitations.
4. **CONVERSION FEE.** The Client agrees not to allow the Consultant to work at the Client part-time, full-time, temporary or as a contracted employee, except through Agency, for one year period following the later of (a) completion of an assignment and (b) the date Consultant is presented to Client. If at any time Client, Client's affiliates and/or any of its subsidiaries or any other organization to which Client supplies information, hires the Consultant received from the Agency, the Client will be charged thirty percent (30%) of the individual's estimated first year base compensation, except in Minnesota or where otherwise prohibited by law. The invoice is due upon receipt. It is understood that Agency is solely responsible for the introduction of a Consultant to Client, unless Client notifies Agency within forty-eight (48) hours of such introduction of Client's prior knowledge of said Consultant's availability. Should Client directly refer Consultant to an affiliated organization for either permanent employment or temporary services, Client will be billed for services rendered pursuant to this section. An affiliate of the Client includes, but is not limited to, an organization or person that has any form of direct or indirect business relationship with Client or any successor to Client's business.
5. **CANCELLATION OF PLACEMENT.** Client may cancel a Placement Confirmation by providing Agency with written notice no less than seven (7) days prior to the start date of the assignment. If Client cancels scheduled Consultant(s) less than seven (7) days from the start date, Client is subject to 7 days of billing at the bill rate set forth in the Placement Confirmation.

Client may terminate a Placement Confirmation at any time by providing Agency with fourteen (14) days prior written notice. Once notice to terminate a Placement Confirmation is given, the Client is responsible for the payment of two weeks billings at the bill rate and work schedule identified on the Placement Confirmation.

In the event of a cancellation without cause, including cancellations with proper notice, Client shall be responsible for any housing and travel costs actually incurred by Agency as a result of such cancellation.

If Client is unsatisfied with the performance of any Consultant scheduled under this Service Line Exhibit, Client shall provide Agency with a detailed notice of the specific performance issues. Agency shall have five (5) business days to address the issues with the Consultant and attempt to correct the performance issues. If the performance issues are not corrected to Client's satisfaction, Client shall have the right to request that Agency provide a replacement Consultant. Agency will make reasonable efforts to find a suitable replacement. At Client's option, the original Consultant may continue to provide services while a replacement is identified. Client shall be responsible for the payment of all hours worked up to and including the date of termination.

6. CLIENT REQUIREMENTS TABLE. For each Consultant who has been confirmed for an assignment Agency will obtain and maintain documentation of the requirements set forth below. The costs associated with these requirements are included in the bill rates set forth above. Any changes to these requirements will require mutual agreement of the parties. Client shall pay for all costs associated with additional Client requirements and shall provide sufficient time to adopt such new requirements. Agency shall follow its standard certification and credential requirements for its Consultants. For onsite assignments, upon Consultant's arrival at Client facility, Client will verify the identity and credentials of each Consultant by a visual check of the Consultant's photo identification and professional license or certification. Client agrees to interview candidates within 48 hours of file submission.

Type	Requirement	Requirement Description	Applicable Divisions
Federal	I-9	I-9 for employment eligibility, supporting documents, and E-Verify completed in compliance with federal regulation. Documentation to be retained by staffing agency.	Remote Onsite
Federal	OIG, SAM/GSA	OIG and SAM/GSA verifications completed within 30 days prior to first assignment and monthly thereafter. Documentation to be retained by staffing agency.	Remote Onsite
State	Licensed Providers	Current license and primary source verification prior to start of assignment for all licensed Providers.	Remote Onsite
State	Non-Licensed Providers	National certification, if applicable, and primary source verification prior to start of assignment for all non-licensed Providers.	Remote Onsite
State and/or Federal	Other Regulatory Requirements	Human Resources, Employee Health, Education/Training as required by county/state/federal regulations for applicable practice settings.	Remote Onsite
Human Resources	Background Check	Attestation of completion of 7-year search for-SSN Trace, County Resided and Employed search, National Criminal, OFAC, and VSOP (Violent Sexual Offender Predatory) completed prior to first assignment with agency. Updated every 3 years thereafter. If break in service > 90 days must run counties listed during break in service.	Remote Onsite
Human Resources	Background Check - DMV Check	Attestation of completion of 7-year Department of Motor Vehicle Check, prior to start of first assignment with agency, updated every 3 years thereafter, for home health assignments only. Documentation to be retained by staffing agency. If break in service >90 days, must run counties listed during break in service.	Remote Onsite
Human Resources	Education Verification for Non-Licensed Providers	A diploma, degree or transcripts is acceptable.	Remote Onsite
Human Resources	Facility Specific Documents	Collection and/or DocuSign for business-critical facility documents include the following: facility confidentially agreement, IT security facility access, and related policies and procedures.	Remote Onsite
Employee Health	Drug Screening	Attestation of completion of Standard 9 panel drug screen (does not include marijuana) prior to start of first assignment with agency, updated annually thereafter. If break in service > 90 days, retesting required.	Remote Onsite

Employee Health	Hepatitis B	Declination, 2 or 3 vaccine series (depending on manufacturer), or positive antibody titer. If negative titer, booster, or declination after titer.	Onsite Only
Employee Health	COVID-19 Vaccine Status	1 or 2 vaccines depending on manufacture or an approved religious/medical exemption by agency on file prior to start of assignment.	Onsite Only
Employee Health	Influenza	Seasonal vaccine or declination updated annually.	Onsite only
Employee Health	Measles, Mumps, Rubella, Varicella	2 vaccines or positive IGG titer. If negative titer booster or declination after titer. Not applicable to Allied clinicians.	Onsite Only
Employee Health	Statement of Good Health	Statement of good health or completed physical exam prior to first assignment with agency, if break in service > 90 days; then needs to be within the previous year.	Onsite Only
Employee Health	Tdap	Vaccine required every 10 years or declination.	Onsite Only
Employee Health	Tuberculosis Screening	Annual negative TB skin test or QuantiFERON Gold or T-Spot. Must state negative results. If positive, must show proof of positive history, initial Chest x-ray and annual TB Questionnaire thereafter.	Onsite Only
Education	Basic Life Support (BLS)	Current Card from acceptable agency (AHA (American Hospital Association), American Red Cross, US Military, Canadian Heart & Stroke Foundation, ASHI (American Safety & Health Institute)). BLS is required for those Providers in an acute care setting, providing direct patient care.	Onsite Only
Education	Basic Life Support (BLS)/Cardiopulmonary Resuscitation (CPR)	Current Card from acceptable agency (AHA, Red Cross, US Military, Canadian Heart & Stroke Foundation, ASHI). BLS is required for those Providers in a direct patient care position. CPR or Online cards accepted for LPNs, CNAs, and unlicensed Providers.	Onsite Only
Education	Regulatory Education	Documentation of agency educational training to the requirements of OSHA and other regulatory agencies, completed annually.	Remote Onsite
Education	Specialty Certification	Facility or unit specific.	Remote Onsite

7. CONSULTANT PERSONAL INFORMATION. Client agrees to use appropriate security measures to protect Agency and its subsidiaries' employee, client and/or Consultant personal information from unauthorized access, destruction, use, modification, or disclosure in accordance with all federal and state privacy laws.

In the event of a conflict between the terms of the Agreement and this Exhibit as it relates to supplemental staffing assignments, the terms of this Exhibit shall prevail.

AGREED AND ACCEPTED

Salinas Valley Memorial Healthcare System

AMN Workforce Solutions, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A-2
Fair Credit Reporting Act User Certification Acknowledgement

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 (the "Client") affirms that it may upon written notice request a copy of a Consumer Report and/or an Investigative Consumer Report ("Report") and by signing below hereby certifies that as a "User" of a Report, the Client will restrict the use of the information in the Report to personnel selection for employment purposes only.

In compliance with The Fair Credit Reporting Act, as amended by the Consumer Reporting Reform Act of 1996 (the "Act"), no information in the Report(s) will be given to any other "person" or "user," as those terms are defined in the Act, unless the "person" or "user" agrees (i) to keep the Report(s) strictly confidential and to use the Report(s) for employment purposes only; and (ii) to adhere to the Notice to Users of Consumer Reports: Obligations of Users under the Fair Credit Reporting Act ("FCRA") 15 U.S.C. Section 1681 which can be found online at: www.consumer.ftc.gov/articles/pdf-01111-fair-credit-reporting-act.pdf

The Client will also have in place procedures to properly retain and dispose of records containing this information in compliance with the Act and other applicable state and federal law. Client further certifies that it will not use any information contained in the Report in violation of any applicable Federal or State privacy or equal employment laws or regulations.

AGREED AND ACCEPTED

Salinas Valley Memorial Healthcare System

AMN Workforce Solutions, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT B
BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) is made and entered into effective as of signing below (“Effective Date”) by and between **Salinas Valley Memorial Healthcare System**, a local health care district organized and operating pursuant to Division 23 of the California Health and Safety Code (“SVMHS”), and AMN Workforce Solutions, LLC (“AMNWS”).

RECITALS

- A. SVMHS is the owner and operator of Salinas Valley Memorial Hospital (“SVMH”), an acute care hospital located at 450 East Romie Lane, Salinas, California 93901, and is a Covered Entity (“CE”) as that term is defined in the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”).
- B. AMNWS has been engaged to provide certain services on behalf of CE, under one or more Agreements, and in connection with those services, CE wishes to disclose certain information to AMNWS some of which may constitute Protected Health Information (PHI) and AMNWS may meet the definition of a Business Associate
- C. CE and AMNWS intend to protect the privacy and provide for the security of PHI disclosed to AMNWS pursuant to their Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, (“HITECH”), regulations promulgated thereunder by the U.S. Department of Health and Human Services (“HIPAA Regulations”) and other applicable state or federal laws affecting or regulating the privacy or security of health information.
- D. AMNWS has agreed to comply with the requirements of this Agreement, when accessing PHI via remote access utilizing equipment owned by AMNWS. The parties expressly acknowledge that the terms of this Agreement do not apply to instances where AMNWS performs the Services on-site at CE’s facilities utilizing equipment owned, operated, or maintained by AMNWS.
- E. CE and AMNWS intend to fully comply with the HIPAA Regulation codified at 45 C.F.R. Parts 160 and 164, Subparts A and E (“Privacy Rule”) and the HIPAA Regulation codified at 45 C.F.R. Parts 160 and 164, Subparts A and C (“Security Rule”).
- F. The Privacy Rule and the Security Rule require CE to enter into a contract containing specific requirements with AMNWS prior to the disclosure of PHI.

In consideration of the mutual promises below and the exchange of information pursuant to the AMNWS, the parties agree as follows:

- 1. **Definitions: All capitalized terms used but not otherwise defined in this Agreement shall have the same meaning as those terms in HIPAA.**
 - a. **Breach** shall have the meaning given to such term under the HITECH Act and HIPAA Regulations.
 - b. **Breach Notification Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and D.
 - c. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including, but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
 - d. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule,

including, but not limited to 45 C.F.R. Section 160.103.

- e. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to 45 C.F.R. Section 164.501.
- f. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to 45 C.F.R. Section 164.501.
- g. **Electronic Protected Health Information** means Protected Health Information that is maintained in or transmitted by electronic media.
- h. **Electronic Health Record** shall have the meaning given to such term under the HITECH Act, including, but not limited to 42 U.S.C. Section 17921.
- i. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to 45 C.F.R. Section 164.501.
- j. **Individually Identifiable Health Information** is a subset of health information, including demographic information collected from an individual and is created or received by a health care provider, health plan, employer or health care clearinghouse and (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is reasonable bases to believe the information can be used to identify the individual. 45 C.F.R. 160.103
- k. **Protected Health Information or PHI** means any Individually Identifiable Health Information transmitted by electronic media, maintained in electronic media, transmitted, or maintained in any other form of medium (whether oral or recorded). 45 C.F.R. 160.103.
- l. **Protected Information** shall mean PHI provided by CE to AMNWS or created, maintained, received, or transmitted by AMNWS on CE's behalf.
- m. **Security Incident** shall have the meaning given to such term under the Security Rule, including, but not limited to 45 C.F.R. Section 164.304.
- n. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to 42 U.S.C. Section 17932(h) and 45 C.F.R. Section 164.402.

2. **Obligations of Business Associate**

- a. **Permitted Uses and Disclosures.** AMNWS shall use and disclose Protected Information only for the purpose of performing AMNWS's obligations under the Agreement and as permitted or required under the AMNWS Agreement, or as required by law. AMNWS shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or HITECH. However, AMNWS may use Protected Information as necessary (i) for the proper management and administration of AMNWS; (ii) to carry out the legal responsibilities of BA or (iii) as required by law; relating to the Health Care Operation of CE.

If AMNWS discloses Protected Information to a third party, AMNWS must obtain prior to making any such disclosure, reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Agreement and used or disclosed only as required by law or for the purposes for which it was disclosed to such third party. Third party will agree to immediately notify AMNWS of any breaches, suspected breaches, security incidents, or unauthorized uses or disclosures of the Protected Information in accordance with paragraph 2.j. of this Agreement, to the extent it has obtained knowledge of such occurrences.

- b. **Prohibited Uses and Disclosures.** AMNWS shall not use or disclose PHI other than as permitted or required by the Agreement, or as required by law. AMNWS shall not use or disclose Protected Information for fundraising

or marketing purposes. AMNWS shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by HITECH, and the HIPAA Regulations; however, this prohibition shall not affect payment by CE to AMNWS for services provided pursuant to the Agreement.

- c. **Appropriate Safeguards.** AMNWS shall implement appropriate safeguards to prevent the use or disclosure of Protected Information other than as permitted by the Agreement, including, but not limited to, administrative, physical and technical safeguards in accordance with the Security Rule, including, but not limited to, 45 C.F.R. Sections 164.308, 164.310, and 164.312. AMNWS shall comply with the policies and procedures and documentation requirements of the Security Rule, including, but not limited to, 45 C.F.R. Section 164.316.
- d. **Business Associate's Subcontractors and Agents.** AMNWS shall ensure that any agent and subcontractors that create, receive, maintain or transmit Protected Information on behalf of AMNWS, shall agree in writing to the same restrictions and conditions that apply to AMNWS with respect to such Protected Information and implement the safeguards required by paragraph 2.c. above with respect to Electronic PHI. AMNWS shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation.
- e. **Access to Protected Information.** AMNWS shall make Protected Information maintained by AMNWS or its agents or subcontractors in Designated Record Set available to CE for inspection and copying within ten business (10) days of a request by CE to enable CE to fulfill its obligations under state law [Health and Safety Code section 123110] and the Privacy Rule. If AMNWS maintains Protected Information in electronic format, BA shall provide such information in electronic format as necessary to enable CE to fulfill its obligations under HITECH Act and HIPAA Regulations.

If an individual requests an amendment of Protected Information directly from AMNWS or its agents or subcontractors, AMNWS must notify CE in writing within ten business (10) days of the request and of any approval or denial or amendment of Protected Information maintained by AMNWS or its agents or subcontractors.

- f. **Accounting of Disclosures.** Within ten business (10) days of a request by CE for an accounting of disclosures of Protected Information, AMNWS and its agents and subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, and HITECH, as determined by CE. AMNWS agrees to implement a process that allows an accounting to be collected and maintained by AMNWS and its agents and subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Records for treatment, payment or health care operations are required to be collected and maintained for only three (3) years prior to the request and only to the extent that AMNWS maintains an Electronic Health Record. At minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. If a patient submits a request for an accounting directly to AMNWS or its agents or subcontractors, AMNWS shall within ten business (10) days of the request forward it to CE in writing.
- g. **Governmental Access to Records.** AMNWS shall make its internal practices, books, and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining AMNWS's compliance with HIPAA [45 C.F.R. Section 164.504(e)(2)(ii)(I)].
- h. **Minimum Necessary.** AMNWS, its agents and subcontractors shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use or disclosure. AMNWS understands and agrees that the definition of "Minimum Necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary".

- i. **Data Ownership.** AMNWS acknowledges that AMNWS has no ownership rights with respect to the Protected Information.
- j. **Notification of Possible Breach.** AMNWS shall notify CE within ten business days (10) of any actual breach of CE's Protected Information; any use or disclosure of Protected Information not permitted by the Agreement ; any security incident (i.e., any successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system) related to CE's Protected Information, and any use or disclosure of data in violation of any applicable federal or state laws by AMNWS or its agents or subcontractors 45 C.F.R Section 164.410. The notification shall include, to the extent possible, the identification of each individual whose unsecured Protected Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, used, or disclosed, as well as any other available information that CE is required to include in notification to the individual, the media, the Secretary, and any other entity under the Breach Notification Rule and any other applicable state or federal laws, including but not limited to 45 C.F.R. Section 164.404 through 45 C.F.R. Section 164.408, at the time of the notification required by this paragraph or promptly thereafter as information becomes available. AMNWS shall take (i) prompt corrective action to cure any deficiencies and (ii) any action pertaining to unauthorized uses or disclosures required by applicable federal and state laws.
- k. **Breach Pattern or Practice by Business Associate's Subcontractor and Agents.** Pursuant to 42 U.S.C. Section 17934(b) and 45 C.F.R. Section 164.504 (e)(1)(ii); if the AMNWS knows of a pattern of activity or practice of a subcontractor or agent that constitutes a material breach or violation of the subcontractor or agent's obligations under the Agreement or other arrangement, the AMNWS must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the AMNWS must terminate the contract with the subcontractor or agent or other arrangement if feasible.
- l. **Audits, Inspection and Enforcement.** AMNWS shall notify CE within ten business (10) days of learning that AMNWS has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights or other state or federal government entity.

3. **Obligations of Covered Entity.**

- a. **Notifications.** CE shall notify AMNWS of limitation(s) in its Notice of Privacy Practices, to the extent such limitation will affect AMNWS' permitted uses and disclosures under the Agreement and notify AMNWS of changes in, or revocation of permission by an Individual to use or disclose PHI if such restriction affects AMNWS' permitted uses and disclosures under the Agreement.
- b. **Minimum Necessary.** CE shall not request of nor provide AMNWS with more PHI than what is minimally necessary for AMNWS to perform its obligations under the Agreement. CE will not request AMNWS to use or disclose PHI in any manner that would not be permissible under HIPAA if done by CE.

4. **Termination.**

- a. **Material Breach.** A breach by AMNWS of any provision of this Agreement, as determined by CE, shall constitute a material breach of the Agreement and shall provide grounds for termination of the Agreement, any provision in the Agreement to the contrary notwithstanding.
- b. **Judicial or Administrative Proceedings.** CE may terminate the Agreement, effective immediately if, (i) AMNWS is named as a defendant in a criminal proceeding for a violation of HIPAA, HITECH, or other security or privacy laws or (ii) a finding or stipulation that the AMNWS has violated any standard or requirement of HIPAA, HITECH, or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.
- c. **Effect of Termination.** Upon termination of the Agreement for any reason, BA shall, at the option of CE, return or destroy all Protected Information that AMNWS and its agents and subcontractors still maintain in any form,

and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections and satisfy the obligations of paragraph 2 of this Agreement to such information, and limit further use and disclosure of such PHI to those purposes that make the return or destruction of the information infeasible. If CE elects destruction of the PHI, AMNWS shall certify in writing to CE that such PHI has been destroyed in accordance with the Secretary's guidance regarding proper destruction of PHI.

- 5. **Amendment to Comply with Law.** The parties agree and acknowledge that state and federal laws relating to data security and privacy are evolving and that amendment of the Agreement may be required to ensure compliance with such developments. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this BAA embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations or other applicable laws.
- 6. **Interpretation.** The provisions of this BAA shall prevail over any provisions in the Agreement that may conflict or appear inconsistent with any provisions in this BAA. The parties agree that any ambiguity in this BAA shall be resolved in favor of a meaning that complies and is consistent with HIPAA, HITECH, the HIPAA regulations, and other state and federal laws related to security and privacy.

The parties hereto have duly executed this Business Associate Agreement as of the Effective Date below.

Salinas Valley Memorial Healthcare System

AMN Workforce Solutions, LLC

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

CONTACTS

PLEASE PROVIDE CONTACT INFORMATION AS REQUIRED FOR OCR AUDIT REPORTING

COMPANY NAME	AMN WORKFORCE SOLUTIONS, LLC
PRIMARY CONTACT	SHANE PLANTZ, ACCOUNT MANAGER
PHONE	858-465-2182
CELL	813-919-7935
FAX	
ADDRESS	2999 OLYMPUS BLVD., SUITE 500, DALLAS, TX 75019
EMAIL	SHANE.PLANTZ@AMNHEALTHCARE.COM
SECONDARY CONTACT	NATE NUDEN, DVP
PHONE	813-373-7034
CELL	
FAX	
ADDRESS	SAME AS ABOVE
EMAIL	NATE.RUDEN@AMNHEALTHCARE.COM



MASTER SERVICES AGREEMENT

THIS STAFFING SERVICES AGREEMENT ("Agreement") is entered into, on the 7th Day of July, 2017 by and between MedPartners HIM, LLC (MPH), a Florida Corporation, and Salinas Valley Memorial Health System (the "Client") at 450 E Romie Lane Salinas, CA 93901.

WHEREAS, MPH is engaged in the consulting and temporary staffing services business providing temporary personnel to customers with staffing needs; and

WHEREAS, the Client desires to engage MPH to provide temporary staffing services and MPH desires to be engaged by the Client, all on the terms and conditions of this Agreement; and

WHEREAS, as used herein, the term "Contract Employee" means a MPH employee temporarily placed with the Client pursuant to this Agreement;

THEREFORE, in consideration of the premises and mutual promises contained herein, the parties agree as follows:

1. **TERM:** This Agreement shall commence on the date this Agreement is executed by all parties, and continue for an initial term of 1 year, and shall continue thereafter on a year-to-year basis unless earlier termination as provided herein. This Agreement may be terminated by either party upon thirty (30) days prior written notice.

2. **CONTRACT EMPLOYEES:** MPH shall provide to the Client one or more Contract Employees as requested by the Client from time to time. Such Contract Employees shall provide services under the Client's management and supervision at a facility or in an environment controlled by the Client. Attached hereto as Exhibit A is the rate for Contract Employee.

MPH is an equal opportunity employer and refers Contract Employees, regardless of race, sex, color, religion, creed, ancestry, national origin, disability, age, marital status, sexual orientation or other protected class status pursuant to applicable law. The Client agrees and warrants that it will not reject Contract Employees, or otherwise deem Contract Employees unacceptable, or take any other action for any reason prohibited by federal, state or local laws including, but not limited to, laws pertaining to employment discrimination or employee safety. The Client will indemnify and defend MPH with respect to any and all claims that the Client took action in violation of federal, state and/or local laws, including costs of suit, settlement and attorneys' fees.

2.1 Once Contract Employee(s) has been scheduled, Client may cancel the Contract Employee(s) at no charge up until 6 days prior to Contract Employee(s) start date. If Client Cancels scheduled Contract Employee(s) 5 days or less from start date, Client is subject to 14 days of billing at the agreed rate, set forth in Exhibit A

3. **INDEPENDENT CONTRACTOR STATUS:** With respect to the services provided by MPH, MPH shall be an independent contractor. MPH shall be responsible for providing any salary or other benefits to such Contract Employees; will make all appropriate tax, social security, Medicare and other withholding deductions and payments; will provide worker's compensation insurance coverage for its Contract Employees; and will make all appropriate unemployment tax payments.



4. **INVOICES:** MPH shall submit weekly invoices to the Client for services rendered by Contract Employee(s) for the number of hours worked by Contract Employee(s) the previous week. Overtime will be billed at the rates listed on Exhibit A, or as otherwise agreed by both parties, for hours worked by Contract Employee(s) in excess of forty (40) hours per week, or as otherwise required by law. For weeks that have one (1) National or client observed holiday, overtime rates shall be billed for hours worked in excess of thirty-two (32) hours per week. Invoices submitted by MPH to the Client are presumed to be accurate and fully payable on the terms contained therein unless disputed by the Client within five (5) business days of the Client's receipt of the invoice
5. **PAYMENT; DEFAULT:** Payment in full for invoices shall be due within thirty (30) days from invoice date, at MPH Staffing Corporation d/b/a MedPartners HIM, P.O. Box 4729, Winter Park, FL 32793-4729. Late charges shall be calculated using the U.S. Method, therefore interest will not be compounded on the past due balance. If the Client's account is past due and MPH has notified the Client verbally or in writing of the past due balance, MPH may, without advance notice, immediately cease providing any and all further Contract Employee services without any liability to MPH for interruption of pending work.
6. **TRAVEL EXPENSES:** MedPartners HIM, LLC will make travel and housing arrangements, as necessary. The Client shall pay no additional costs in regards to travel. See Exhibit A.

The Client agrees to a 2 week cancellation policy. Cancellation must be provided in writing.
7. **COLLECTION:** If the Client's account, after default, is referred to an attorney or collection agency for collection, the Client shall pay all of MPH's expenses incurred in such collection efforts including, but not limited to, court costs and reasonable attorneys' fees.
8. **RESTRICTIVE-COVENANT CONVERSION/RIGHT TO HIRE.** In the event the Client employs or otherwise retains the services of a MPH employee during the term of this Agreement, or within six months after providing services, the Client shall pay to MPH a sum equal to 1% per \$1,000 (not exceeding 30%) of the employee's annual salary paid by Client to recognize MPH substantial investment in advertising, screening, testing and/or training its employees.
9. **CONTRACT EMPLOYEE PERFORMANCE:** Within 5 Business Days from any Contract Employee(s) starting date, the Client shall review the Contract Employee(s) performance and decide whether to continue the engagement of such Contract Employee. If the Client is dissatisfied with the performance of the Contract Employee, and the Client wishes MPH to terminate its engagement of such Contract Employee, the Client must notify MPH within the initial 5 business days period, specifying the reasons for its dissatisfaction, and the Client shall be released from the contract and MPH will make reasonable efforts to find a suitable replacement, provided its reasons for termination are not unlawful and are bona fide in MPH's reasonable judgment. If the Client becomes dissatisfied with the performance of a Contract Employee after the initial 5 Business Day period, the Client may request that MPH terminate the engagement of that Contract Employee upon written notice to MPH, but the Client shall pay for all hours worked by the terminated Contract Employee from the first hour of work up to and including the date of termination.

9.1 A two week written notice is required to cancel a candidate when an "End Date" has not been identified at the beginning of each Contract Employee assignment. If a Contract Employee is ended early for reasons due to "lack of work/backlog" or other reason not caused by MPH, client is responsible for two weeks of billing or the remainder of hours not work within a two week notice.



10. **LIMITATION OF LIABILITY:** MPH does not warrant or guarantee that the Contract Employee(s) placed pursuant to this Agreement will produce any particular result or any solution to the Client's particular needs. Because MPH is providing supplemental staffing services only, and the Client is directing and supervising the Contract Employees who render these services, MPH shall not be liable (i) for any claims, costs, expenses, damages, obligations or losses arising from or in connection with the acts or omission of any Contract Employee, including, but not limited to, work on engineering or design concepts or calculations or related drawings, software programs, designs or documentation, or (ii) for any indirect, special or consequential damages (including, but not limited to, loss of profits, interest, earnings or use) whether arising in contract, tort or otherwise. Neither party shall be liable for any indirect, special or consequential damages whether arising in contract, tort or otherwise. Each party (the "Indemnifying Party") shall indemnify the other party, defend it and hold it harmless against and from any claims for Losses made or brought by third parties to the extent such Losses are caused by the negligent acts or omissions or willful misconduct of the Indemnifying Party.
11. **CLIENT PROPERTY:**
 - 11.1 **Work Product:** All work product of every kind performed by any Contract Employee on behalf of the Client shall be the sole and exclusive property of the Client.
 - 11.2 **Confidentiality:** MPH recognizes that while performing its duties under this Agreement, MPH and its Contract Employees may be granted access to certain proprietary and confidential information regarding the Client's business, customers, and employees. MPH agrees to keep such information confidential and the obligations of this paragraph will survive the termination of this Agreement. This paragraph does not apply to information that was previously known or information that is available in the public domain.
12. **TIME RECORDS:** A MPH time-card shall be the official time record for purposes of payment under Sections 4 and 5 herein. (*Client initial one*).
13. **PURCHASE ORDERS:** Payment of MPH invoices shall not be dependent upon the Client's generated purchase order. If a purchase order is required pursuant to this Section, the Client shall deliver to MPH a written purchase order before the first Contract on Exhibit A. As stated in Section 15.7 herein, this Agreement and Exhibit A constitute the entire agreement between the parties. If there is any inconsistency or conflicting terms between this Agreement and the Client's purchase order, this Agreement shall prevail. All purchase orders must be signed on behalf of the parties to this Agreement by their authorized representatives executing this Agreement.
 - 13.1 Bill Rates are subject to change with a 30 day written notice to the client.
14. **NOTICES:**
 - 14.1 **Manner:** Any notice or other communication ("Notice") required or permitted under this Agreement shall be in writing and either delivered personally or sent by facsimile, overnight delivery, express mail, or certified or registered mail, postage prepaid, return receipt requested.
 - 14.2 **Addressee:** A Notice shall be addressed, in the case of MedPartners HIM, LLC, to Bob Bradley, President, 302 Knights Run Avenue, Suite # 1025, Tampa, FL 33602; or, in the case of the Client, to _____, 450 E Romie Lane Salinas, CA 93901.



14.3 **Delivery:** A Notice delivered personally shall be deemed given only if acknowledged in writing by the person to whom it is given. A Notice sent by facsimile shall be deemed given when transmitted; provided that the sender obtains written confirmation that the transmission was sent. A Notice sent by overnight delivery or express mail shall be deemed given twenty-four (24) hours after having been sent. A Notice that is sent by certified mail or registered mail shall be deemed given forty-eight (48) hours after it is mailed. If any time period in this Agreement commences upon the delivery of Notice to any one or more parties, the time period shall commence only when all of the required Notices have been deemed given.

14.4 **Changes:** Either party may designate, by Notice to the other, substitute addressees, addresses or facsimile numbers for Notices, and thereafter, Notices are to be directed to those substitute addresses, or facsimile numbers.

15. **MISCELLANEOUS:**

15.1 **Governing Law:** The laws of the State of Florida shall govern the validity and construction of this Agreement and any dispute arising out of or relating to this Agreement, without regard to the principles of conflict of laws.

15.2 **Severability:** A ruling by any court that one or more of the provisions contained in this Agreement is invalid, illegal or unenforceable in any respect shall not affect any other provision of this Agreement so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Thereafter, this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had been amended so as to make this Agreement valid and enforceable as originally contemplated by this Agreement to the greatest extent possible.

15.3 **Counterparts:** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original. In that event, in providing this Agreement it shall not be necessary to produce or account for the counterpart signed by the party against whom the proof is being presented.

15.4 **Headings:** The section and subsection headings have been included for convenience only, are not part of this Agreement and shall not be taken as an interpretation of any provision of this Agreement.

15.5 **Binding Effect:** This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, legatees, personal representatives and other legal representatives, successors and permitted assigns. MPH and the Client specifically acknowledge and agree that this Agreement governs and applies to the relationship between MPH and the Client, and not to any other relationship between the Client and any other division, company, business unit, subsidiary or affiliate of MPH. Except as otherwise specifically provided, this Agreement is not intended and shall not be construed to confer upon or to give any person, other than the parties hereto, any rights or remedies.

15.6 **Amendments and Modifications:** This Agreement, including all applicable Exhibits (Exhibit A, Exhibit B and/or Exhibit C) hereto, may be amended, waived, changed, modified or discharged only by an agreement in writing signed on behalf of all of the parties by the authorized representatives executing this Agreement.



Exhibit A - MASTER SERVICES AGREEMENT

START DATE: 7/7/2017

END DATE: 12/31/2018 (Assignments need to be ended by the client with a two week notice)

CLIENT: Salinas Valley Memorial Health System

Rates are for onsite/remote services. No change of rate for Overtime. No additional fees or expenses for travel. The hourly rate below is an all-inclusive rate.

SPECIALTY	BILL RATE	OT RATE
CDI Specialist All Inclusive	\$150.00	\$150.00
CDI Lead All Inclusive	\$160.00	\$240.00
Inpatient ICD-10 Coding	\$65.00	\$97.50
Outpatient ICD-10 Coding	\$62.00	\$93.00
Interim Coding Manager	\$90.00	\$135.00
Interim HIM Director	\$105.00	\$157.50
RN Acute Care Case Manager (ED, UR, Floor, and DCP All Inclusive)	\$130.00	\$130.00
Appeals and Denials Case Manager (All Inclusive)	\$135.00	\$135.00
Interim Case Management Leadership (Director Level All Inclusive)	\$174.00	\$174.00
Interim CM/SW Manager/Supervisor (All Inclusive)	\$143.00	\$143.00
Social Worker (All Inclusive)	\$120.00	\$120.00
Cancer Registry Full Scope Services	\$65.00	\$97.50
Cancer Registry Coordinator/Manager	\$70.00	\$105.00
CoC Trained Consultant / CoC Consultation	\$85.00	\$127.50
Bone Marrow Transplant Specialist	\$90.00	\$135.00
Trauma Registrar	\$75.00	\$112.50
Trauma Program Manager	\$110.00	\$165.00
Trauma PI Coordinator	\$85.00	\$127.50
Trauma Program Director	\$135.00	\$202.50

EXPENSES:

There will be no incurred expenses.

Salinas Valley Memorial Health System

Robert J. Kane 7/21/17
Signature Date

Robert J. Kane
Name

Manager, CDI & Coding Compliance

MedPartners HIM, LLC

Doug Montgomery 7/24/17
Signature Date

George Klimis Doug Montgomery
Name

Senior Vice President

Finance Committee Board Paper

Agenda Item: **Consider Recommendation for Board Approval of Lease Agreement Terms for 225 East Romie Lane, Salinas, CA Between SVMHS and Hilltop Family Medical Group, Inc.**

Executive Sponsor: Allen Radner, MD, Interim Chief Executive Officer
 Gary Ray, Chief Legal & Administrative Officer

Date: December 7, 2023

Executive Summary

Sonia Rodriguez, MD has been operating a women’s health clinic in Salinas for many years, providing comprehensive medical care for women in our community. Dr. Rodriguez is retiring and closing her practice effective December 28, 2023. SVMHS is assisting with the winding down of her clinic—assisting with patient transition, taking custody of and managing patient records, acquiring certain assets, and leasing the clinic location for other SVH Clinics programs. SVH Clinics would like to enter into a three (3) year lease, with an additional two (2) year option for the clinic location at 225 East Romie Lane, Salinas.

Timeline

December 11, 2023 – Request SVH Finance Committee Recommendation for Board Approval
 December 14, 2023 – SVH Board of Directors Meeting/Consider Recommendation for Approval
 January 1, 2024 – Commencement date of Lease Agreement

Meeting our Mission, Vision, Goals Strategic Plan Alignment

This transaction is aligned with the strategic initiatives outlined in our most recent strategic planning work for growth, in developing healthcare clinics and programs that drive value for our patients.

Pillar/Goal Alignment: Service People Quality Finance Growth Community

Financial/Quality/Safety/Regulatory Implications

Lease Agreement Terms for 225 East Romie Lane, Salinas, CA:

1. Lease Commencement Date	January 1, 2024
2. Term of Lease	Three (3) years
3. Option to Extend	One option to extend for 2 years
4. Payment Terms	Rent due the 1 st of each month
5. Initial Rent (per sq. ft.)	\$2.00 per square foot (Negotiation range \$1.80 to \$2.20)
6. Rentable square feet	Approximately 1,660 square feet
7. Initial Rent	Approximately \$3,320/month \$39,840/first year
8. Annual Increases	Negotiation range 2.5 to 3.0% per year
9. Budgeted (Y/N)	No. Not budgeted—new location for SVHC Clinic

Recommendation

Administration requests that the Board Finance Committee make a recommendation to the Board of Directors for approval (pending final review by District legal counsel of the Lease Agreement) of the following lease terms:

- Lease Agreement Terms with Hilltop Family Medical Group, Inc. for 225 East Romie Lane, Salinas, CA, as presented above.

CLOSED SESSION

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

*RECONVENE OPEN SESSION/
REPORT ON CLOSED SESSION*

*FINANCIAL AND STATISTICAL
REVIEW*

(VERBAL)

(LOPEZ)

Balanced Scorecard

Year To Date: October 2023

Monthly Scorecard Service (30%)

Organizational Goals by Pillar
I. Service
Average of Inpatient HCAHPS Scores
of Total Responses - IP
Emergency Room Press Ganey Score
of Total Responses - ER
Average of Ambulatory HCAHPS Scores
of Total Responses - Ambulatory

Jul-23	Aug-23	Sep-23	Oct-23	FY 2024 Act/Proj	TARGET	Var %
72.5	72.6	74.6	76.8	74.1	73.1	1.4%
139	189	136	92			
63.4	59.4	57.5	53.0	58.3	58.5	-0.3%
223	193	195	224			
92.4	91.6	92.3	90.6	91.7	92.1	-0.4%
61	72	62	47			

FY 2023 Baseline
72.6
58.0
91.6



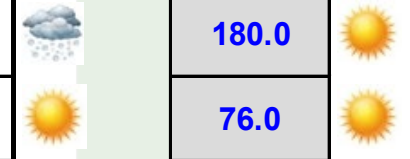
Notes / Assumptions:

- Source: Press Ganey
- Based on monthly **received date**
- Based on top box scores (highest response possible on the survey scale: Yes, Definitely Yes, Always)
- IP HCAHPS Score FY 2023 Baseline was 72.6. Rationale: Baseline = Threshold is based on FY 2023 Actuals. Target is +0.5 from baseline. Max is +1.0 from baseline.
- ER HCAHPS Score FY 2023 Baseline was 58.0. Rationale: Baseline = Threshold is based on FY 2023 Actuals. Target is +0.5 from baseline. Max is +1.0 from baseline.
- Ambulatory HCAHPS Score FY 2023 Baseline was 91.6. Rationale: Baseline = Threshold is based on FY 2023 Actuals. Target is +0.5 from baseline. Max is +1.0 from baseline.

Monthly Scorecard

Quality & Safety Processes – ER (5%)

Organizational Goals by Pillar	Jul-23	Aug-23	Sep-23	Oct-23	FY 2024 Act/Proj	TARGET	Var %	FY 2023 Baseline
Emergency Room Efficiencies								
Median length of stay for non-admits (in minutes)	180.0	189.0	181.0	185.0	184.0	183.0	-0.5%	180.0
Median time from admit decision to time of admission to nursing unit (in minutes)	75.5	71.0	73.0	71.0	72.0	74.0	2.7%	76.0



Source: Meditech

ER - LOS for Non-Admits in Minutes: Data Criteria: Calculate the median LOS in minutes for ER Outpatients for each month & YTD for cases in ER (excludes inpatients and patients leaving against medical advice or left without being seen.) Maximum is based the FY23 Baseline. The Target is a 3 minute increase from the Max, and the Threshold is a 6 minute increase from the Max. **Rationale:** SVMH ER has recently experienced a higher volume level, including a surge of patients and provider turnover. According to CMS, the latest available data from 2021 indicates that the State Rate is 196 minutes and the National Rate is 203 minutes for comparable size hospitals.

ER - Time to Admit in Minutes: Data Criteria: Calculate the median time for inpatients from admit decision to time of admission to nursing unit in minutes (includes observation cases). Baseline = Threshold is based on FY 2023 Actuals. The Target is a 2 minute decrease from the Baseline, and the Max is a 4 minute decrease from the Baseline.

Rationale: The ER average daily census is currently averaging at about 186 patients a day compared to the baseline period of 128 (Jul21-Jan22), or a **45%** increase in ER census. We also have continued challenges with COVID and respiratory isolation. The vast increase of volume leads to limited space availability and delays. We have put forth a new initiative called the “Big 5 Handover Process”, which is a streamline handover process between the ED and nursing units, which may reduce admit time.

Monthly Scorecard

Quality & Safety Processes – OR & Cath Lab (5%)

Organizational Goals by Pillar
Operating Room Efficiencies
Turnover Time (Wheels out / Wheels in) (in minutes)
Cath Lab Efficiencies
First Case - On Time Start %

Jul-23	Aug-23	Sep-23	Oct-23	FY 2024 Act/Proj	TARGET	Var %
30.2	28.4	30.2	31.0	30.0	30.5	1.8%
N/A	N/A	N/A	N/A	N/A	75.0%	

FY 2023 Baseline
29.6
49.0%



OR Turnover Time Measurement: Source is from the **PICIS OR Nurse Record**. Calculate minutes elapsed between the wheels out & wheels in of the next case. Only cases where the time difference is less than or equal to 60 minutes will be included because breaks are often scheduled in a day. Due to MD availability, cases that exceed 60 threshold minutes will not count as a turnover. Excludes non-scheduled cases. Measurement applies to cases for the same physician and same room only. Data will be partitioned by actual date rather than previously scheduled date. **National benchmarks range from 25 to 38 minutes.** FY 2024 Goals are set at a level to continue high efficiency performance and strive to maintain sustainability at these levels. Planning to reduce minutes may cause patient safety risks and other concerns, especially considering the Covid-19 ongoing pandemic and the impact it has had in our hospital capacity as well as in our perioperative operations. Additionally, our OPS department has moved over to the other side of the building into 1 Main, which means the nurse, anesthesiologist and surgeon now have to go that distance to interview and mark the patient. While this isn't a huge distance, it can add 1-2 minutes to each start and/or turnover.

Cath Lab Percentage of 1st case On Time Start Time

- Source is from Meditech Community Wide Scheduling for the first case scheduled in each Cath Lab, where the scheduled time is from 7:00 am to 9:00 am
- Conscious sedation patients prepped and draped 5 minutes before the scheduled start time as measured by "Patient Ready" note charted in McKesson/CPACS
- Anesthesia patients prepped and draped within 60 minutes of scheduled start time as measured by "Patient Ready" note charted in McKesson/CPACS
- *Measurement period is from November 2023 through June 2024.* This is due to adjustments made to the Cath Lab scheduling policy, provider notification and implementation time.

Monthly Scorecard

Quality & Safety Processes – HAC & Hand Hygiene (10%)

Organizational Goals by Pillar	Jul-23	Aug-23	Sep-23	Oct-23	FY 2024 Act/Proj	TARGET	Var %	FY 2023 Baseline
Hospital Acquired Conditions Index (Weighted Total)	N/A	N/A	9.1	N/A	9.1	3.9	-135.4%	4.2
Hand Hygiene (Average Number of Observations Per Quarter Per Nursing Unit)	N/A	N/A	N/A	N/A	N/A	100		60

Hospital Acquired Conditions

Source: National Healthcare Safety Network (NHSN) & BD Health Insight Interface

Hospital Acquired Conditions will be measured **quarterly**

Rationale for Targets: Utilizing CMS/NHSN/Magnet benchmarks and last years FY targets for sustainment and ongoing prevention practices. Process improvement measures for Falls, HAPIs, CLABSI, CAUTI, CDI and SSI processes are in place.

- **Falls with injury:** NDNQI Magnet benchmark 0.5- our outcomes in FY2022 and FY2023 are meeting the benchmarks
- **HAPI-** stage 2 and Deep tissue injuries are added to the CMS measures already reported (currently stage 3,4 and unstageable events are reported)- goal expanded. No current benchmark. We have already improved the outcomes in FY 2023 over FY 2021- we are proposing to keep/sustain the current outcomes. Displayed as a rate: number of pressure injuries /over 1000 patient days.
- **CLABSI** (Central Line Associated Bloodstream Infection), Health & Human Services 2023 Goal for CLABSI: SIR <0.50. An HAI Event can create increases above the benchmark SIR due to low utilization. Example: FY Q2 2021 1 CLABSI increased the SIR to 0.63. We will utilize a rate methodology: number of infections/ over 1000 line days – this rate is not risk adjusted like the SIR rate is but it provides us with the ability to display outcome measures after the close of the month instead of waiting from NHSN for benchmarked data. This is important for rapid continuous improvement work.
- **CAUTI** (Catheter Associated Urinary Tract Infection) Health & Human Services 2023 Goal for CAUTI: SIR <0.75. An HAI Event(s) can create increases above the benchmark SIR due to low utilization. Example: FY Q4 2022 1 CAUTI increased the SIR to 0.72 .We will utilize a rate methodology: number of infections/ over 1000 line days – this rate is not risk adjusted like the SIR rate is but it provides us with the ability to display outcome measures after the close of the month instead of waiting from NHSN for benchmarked data.
- **CDI** (Clostridium Difficile Infection), Health & Human Services 2023 Goal for CDI: SIR <0.70. We will utilize a rate methodology: number of infections/ over 1000 patient days – this rate is not risk adjusted like the SIR rate is but it provides us with the ability to display outcome measures after the close of the month instead of waiting from NHSN for benchmarked data.
- **SSI** (Surgical Site Infections), Health and Human Services 2023 Goal for SSI <0.70. We will utilize a rate methodology: number of infections/ over 1000 procedure days – this rate is not risk adjusted like the SIR rate is but it provides us with the ability to display outcome measures after the close of the month instead of waiting from NHSN for benchmarked data.

Hand Hygiene

Source: Hand Hygiene Auditing Tool populated by SVMHS staff, Goal is to reach 100 observations/quarter/unit –Leapfrog minimum recommended goal

Because this is a new program, the measurement period starts October 1st.

Monthly Scorecard

Finance (20%)

Organizational Goals by Pillar
IV. Finance
Income from Operations (Normalized & Adjusted) (\$ in Millions)
<i>Operating Margin (Normalized)</i>

Jul-23	Aug-23	Sep-23	Oct-23	FY 2024 Act/Proj	TARGET	Var %
\$3,317	\$5,915	\$6,601	\$5,278	\$63,333	\$50,681	25.0%
6.6%	11.1%	12.4%	10.2%	8.4%	8.2%	2.1%

FY 2023 Baseline
\$79,748
12.4%



Notes / Assumptions:

- Target Methodology is based on SVHMC's 100% of FY 2024 Board Approved Annual Operating Budget (in dollars).
- *Targets/actuals will be adjusted for FY24 for any negative impacts from the Anthem negotiations.*

Monthly Scorecard

Growth (10%)

Organizational Goals by Pillar
V. Growth
Percentage of Medicare Patients with <u>Post Discharge Follow Ups</u> within 14 days for an Inpatient Encounter (Attributed to SVH Clinics; Medicare Shared Savings Program and Aspire)
Robotic-Assisted Surgeries (DaVinci X1 System Only).
Expand Epic Access for Hospital Departments (view access to Ambulatory Medical Record)

Jul-23	Aug-23	Sep-23	Oct-23	FY 2024 Act/Proj	TARGET	Var %
N/A	N/A	63.3%	N/A	63.3%	70%	-9.5%
16	21	25	35	97	124	-21.8%
N/A	N/A	3	N/A	3	6	-50.0%

FY 2023 Baseline
60.7%
113
3

- **Post Discharge Follow Up:** The eligible population is approximately 13,000 (MSSP=9768 and Aspire=3315). The denominator will consist of any hospital discharges for this eligible population. The numerator will consist of those patients with a post-discharge follow-up within 14 days. [Data will be provided quarterly.](#)
- **Robotic Surgery:** The volume of robotic-assisted surgeries attributed to use of DaVinci system only. Currently 4 surgeons are using the robot. Plan for expansion to urology. [Data will be provided monthly](#) and will be broken down by physician and procedure category.
- **Expanded Epic Access:** Plan is to provide access to various hospital departments with emphasis on departments with clinical staff.
 - Areas of emphasis for FY 2024: L&D, ONS (4th Floor), Med Surg (3rd Floor), Critical Care (1Main), 3rd Tower, 4th Tower, ICU, Telemetry
 - Rollout will require implementation plan and resources to ensure success/adoption
 - Important for care continuity, especially medication reconciliation
 - [Data will be provided quarterly.](#)

Monthly Scorecard Community (5%)

Organizational Goals by Pillar
VI. Community
Increase community engagement through a newly designed employee outreach program resulting in community benefit events involving Salinas Valley Health staff. (Number of events)

<u>Jul-23</u>	<u>Aug-23</u>	<u>Sep-23</u>	<u>Oct-23</u>	<u>FY 2024 Act/Proj</u>	<u>TARGET</u>	<u>Var %</u>
0	0	0	0	0	2	-100.0%

<u>FY 2023 Baseline</u>
NA

- The Community Pillar team will engage employees to create an employee outreach program, designing various program elements and characteristics such as:
 - Method of measuring impact/benefit provided to the community
 - Measurement of employee/family/friends engagement
 - Alignment with Community Benefit Funding
 - Addresses issues identified in Community Health Needs Assessment
 - Communication strategy
 - Measurement and reporting structure
 - Objectives and goals
 - Employee driven
 - Sustainability
 - Processes such as applications and approvals
- The Community Pillar team will engage employees to execute the created employee outreach program resulting in community benefit events.

Questions / Comments?



APPENDIX

Monthly Scorecard

Quality & Safety Processes – HAC Detail

Organizational Goals by Pillar
Hospital Acquired Conditions Index
Falls With Injury, Occurance Rate (16.7% Weight)
<i># of FALLS EVENTS</i>
HAPI Stages 2-4 and Unstageable Rate (16.7% Weight)
<i># of HAPI EVENTS</i>
Surgical Site Infections Rate (16.6% Weight)
<i># of SSI EVENTS</i>
CLABSI Rate (16.7% Weight)
<i># of CLABSI EVENTS</i>
CAUTI Rate (16.7% Weight)
<i># of CAUTI EVENTS</i>
CDI Rate (16.6% Weight)
<i># of CDI EVENTS</i>
Hospital Acquired Conditions Index (Weighted Total)

Jul-23	Aug-23	Sep-23	FY 2024 Act/Proj	TARGET	Var %
N/A	N/A	0.2	0.2	0.2	-31.0%
0	0	3			
N/A	N/A	2.5	2.5	2.0	-22.1%
6	12	9			
N/A	N/A	4.1	4.1	0.8	-412.1%
2	0	0			
N/A	N/A	1.1	1.1	0.3	-286.0%
0	1	0			
N/A	N/A	1.1	1.1	0.4	-196.0%
1	0	1			
N/A	N/A	0.2	0.2	0.2	14.2%
1	1	0			
N/A	N/A	9.1	9.1	3.9	-135.4%

FY 2023 Baseline
0.3
2.0
0.8
0.4
0.5
0.3
4.2



ADJOURNMENT