



October 18, 2024

TO: Legal Counsel

News Media

Salinas Californian

El Sol

Monterey County Herald

Monterey County Weekly

KION-TV

KSBW-TV/ABC Central Coast

KSMS/Entravision-TV

The next regular meeting of the **BOARD OF DIRECTORS OF SALINAS VALLEY HEALTH¹** will be held **THURSDAY, OCTOBER 24, 2024, AT 4:00 P.M., DOWNING RESOURCE CENTER, ROOMS A, B, & C, SALINAS VALLEY HEALTH MEDICAL CENTER, 450 E. ROMIE LANE, SALINAS, CALIFORNIA.** (*Visit <https://www.salinasvalleyhealth.com/about-us/healthcare-district-information-reports/board-of-directors/board-committee-meetings-virtual-link/> for Public Access Information*).

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

Allen Radner, MD
President/Chief Executive Officer

¹Salinas Valley Memorial Healthcare System operating as Salinas Valley Health

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

**THURSDAY, OCTOBER 24, 2024, 4:00 P.M.
 DOWNING RESOURCE CENTER, ROOMS A, B & C**

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

AND

Via Teleconference

405 N Sanborn Road, Salinas, CA 93905

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

AMENDED AGENDA

Presented By

- | | |
|---|----------------------------------|
| 1. CALL TO ORDER / ROLL CALL | <i>Joel Hernandez
Laguna</i> |
| 2. CLOSED SESSION <i>(See Attached Closed Session Sheet Information)</i> | <i>Joel Hernandez
Laguna</i> |
| 3. RECONVENE OPEN SESSION/REPORT ON CLOSED SESSION
<i>(Estimated time 4:30 pm)</i> | <i>Joel Hernandez
Laguna</i> |
| 4. AWARDS & RECOGNITION | <i>Allen Radner, M.D.</i> |
| 5. 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. | <i>Joel Hernandez
Laguna</i> |
| 6. BOARD MEMBER COMMENTS AND REFERRALS | <i>Board Members</i> |
| 7. CONSENT AGENDA - GENERAL BUSINESS
<i>(Board Member may pull an item from the Consent Agenda for discussion.)</i> | <i>Joel Hernandez
Laguna</i> |
| A. Minutes of the Regular Meeting of the Board of Directors September 26, 2024 | |
| B. Policies Requiring Approval | |
| 1. AB 1234 Ethics Training | |
| 2. Financial Assistance Program/Full Charity Care & Discount Partial Charity Care | |
| 3. Insertion of Peripherally Inserted Central Catheters (PICC) Using Ultrasound Guidance for Adult Patients | |
| 4. IV Therapy: Peripheral | |
| 5. Meditech System Access | |
| 6. Paid Time Off (PTO) - Affiliated Employees | |
| 7. Paid Time Off (PTO) - Non-Affiliated | |
| 8. Phototherapy | |

¹Salinas Valley Memorial Healthcare System operating as Salinas Valley Health

9. Skin Assessment, Pressure Injury - Identification, Prevention and Treatment
10. Standards of Ethical Business Practices
 - Board Vice-President Report
 - Questions to Board Vice-President/Staff
 - Public Comment
 - Board Discussion/Deliberation
 - Motion/Second
 - Action by Board/Roll Call Vote

8. REPORTS ON STANDING AND SPECIAL COMMITTEES

A. QUALITY AND EFFICIENT PRACTICES COMMITTEE

*Rolando Cabrera,
M.D.*

Minutes of the October 14, 2024 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 October 21, 2024 Finance Committee meeting have been provided to the Board for their review. The Financial Report of the October 21, 2024 Finance Committee has been provided for review (informational) The following recommendations have been made to the Board.

1. Consider Recommendation for Board Approval of Stryker Power Upgrade.
 - Questions to Committee Chair/Staff
 - Motion/Second
 - Public Comment
 - Board Discussion/Deliberation
 - Action by Board/Roll Call Vote
2. Consider Recommendation for Board Approval of Amendment Number One to Lease Agreement to Expand the Space for Epic Inpatient Training Space at 928 East Blanco Road, Salinas Between SVH and Rancho Llano Development, LLC.
 - Questions to Committee Chair/Staff
 - Motion/Second
 - Public Comment
 - Board Discussion/Deliberation
 - Action by Board/Roll Call Vote
3. Consider Recommendation for Board Approval of the MetTel Carrier Services Contract for Three Years as Sole Source Justification and Contract Award.
 - Questions to Committee Chair/Staff
 - Motion/Second
 - Public Comment
 - Board Discussion/Deliberation
 - Action by Board/Roll Call Vote

4. Consider Recommendation for Board Approval of the Artificial Intelligence Empowered Clinical Documentation for Epic Solution through Competitive Solicitation and Contract Award to Abridge AI, Inc.
 - Questions to Committee Chair/Staff
 - Motion/Second
 - Public Comment
 - Board Discussion/Deliberation
 - Action by Board/Roll Call Vote
5. Consider Recommendation for Board Approval of Preliminary Project Budget and Awarding Contract to Treanor for Design and Engineering Services in conjunction with the MRI Installation Project.
 - Questions to Committee Chair/Staff
 - Motion/Second
 - Public Comment
 - Board Discussion/Deliberation
 - Action by Board/Roll Call Vote
6. Consider Recommendation for Board of Directors Approval of Construction Budget to furnish, install, and activate a temporary emergency department overflow trailer facility to replace ‘covid-era’ tents at 450 E. Romie.
 - Questions to Committee Chair/Staff
 - Motion/Second
 - Public Comment
 - Board Discussion/Deliberation
 - Action by Board/Roll Call Vote

C. TRANSFORMATION, STRATEGIC PLANNING AND GOVERNANCE COMMITTEE

Minutes of the October 16, 2024 Transformation, Strategic Planning and Governance Committee meeting have been provided to the Board for their review.

9. CONSIDER APPROVAL OF (i) FINDINGS SUPPORTING RECRUITMENT OF LIOR TAICH, MD, (ii) CONTRACT TERMS FOR DR. TAICH’S RECRUITMENT AGREEMENT, AND (iii) CONTRACT TERMS FOR DR. TAICH’S UROLOGY PROFESSIONAL SERVICES AGREEMENT

*Tim Albert, M.D.
Gary Ray*

1. The Findings Supporting Recruitment of Lior Taich, 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. Taich; and
3. The Contract Terms of the Urology Professional Services Agreement for Dr. Taich.
 - Questions to Committee Chair/Staff
 - Motion/Second
 - Public Comment
 - Board Discussion/Deliberation
 - Action by Board/Roll Call Vote

10. REPORT ON BEHALF OF THE MEDICAL EXECUTIVE COMMITTEE (MEC) MEETING OF OCTOBER 10, 2024, AND RECOMMENDATIONS FOR BOARD APPROVAL OF THE FOLLOWING:

Rakesh Singh, M.D.

A. Reports

1. Credentials Committee Report (Including the following)
 - Otolaryngology -Clinical Privileges Delineation
2. Interdisciplinary Practice Committee Report (Including the following)
 - Chest Pain/Cardiovascular Nursing Standardized Procedure

B. Policies/Procedures/Plans:

1. Emergency Management Program Plan
2. Sedation Guidelines
 - Questions to Chief of Staff
 - Motion/Second
 - Public Comment
 - Board Discussion/Deliberation
 - Action by Board/Roll Call Vote

11. EXTENDED CLOSED SESSION (if necessary)

*Joel Hernandez
Laguna*

12. RECONVENE OPEN SESSION/REPORT ON CLOSED SESSION

*Joel Hernandez
Laguna*

13. ADJOURNMENT

*Joel Hernandez
Laguna*

The next Regular Meeting of the Board of Directors is scheduled for **Thursday, November 21, 2024, at 4:00 p.m.**

The Board packet is available at the Board Meeting, at <https://www.salinasvalleyhealth.com/about-us/healthcare-district-information-reports/board-of-directors/meeting-agendas-packets/2024/>, and in the Human Resources Department of the District located at 611 Abbott Street, Suite 201, Salinas, California, 93901. 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.

SALINAS VALLEY HEALTH BOARD OF DIRECTORS
OCTOBER 24, 2024
AGENDA FOR CLOSED SESSION

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

CLOSED SESSION AGENDA ITEMS

HEARINGS/REPORTS

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

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

1. Report of the Medical Staff Quality and Safety Committee
 - Environment of Care Committee
2. Quality and Safety Board Dashboard Review
3. Consent Agenda:
 - Chest Pain Program
 - Falls Committee
 - Risk/Pt Safety Reports
 - Accreditation and Regulatory Report

CONFERENCE WITH LABOR NEGOTIATOR

(Government Code §54957.6)

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

Employee organization: (Specify name of organization representing employee or employees in question): California Nurses Association, or

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

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

CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION

(Government Code §54956.9(d)(2))

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

Additional information required pursuant to Section 54956.9(e): Attorney General of California, Office of HealthCare Affordability

PUBLIC EMPLOYEE PERFORMANCE EVALUATION

(Government Code §54957)

Title: (Specify position title of employee being reviewed): President/CEO

ADJOURN TO OPEN SESSION

*CALL TO ORDER
ROLL CALL*

(Joel Hernandez Laguna)

CLOSED SESSION

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

(Joel Hernandez Laguna)

*RECONVENE OPEN SESSION/
CLOSED SESSION REPORT*

(Meeting Chair)

AWARDS AND RECOGNITION

(Verbal)

(DR. RADNER)

Awards & Recognition

Board of Directors Meeting

October 24, 2024

STAR Award Honoree | August



Juana Ponce
Environmental Services Aide
Environmental Services

Hope Warriors Relay for Life



Community Health Day Gonzales



Awards & Recognition

Board of Directors Meeting

October 24, 2024

PUBLIC COMMENT

BOARD MEMBER COMMENTS

AND REFERRALS

(VERBAL)



DRAFT SALINAS VALLEY HEALTH¹
REGULAR MEETING OF THE BOARD OF DIRECTORS
MEETING MINUTES
SEPTEMBER 26, 2024

Board Members Present: President Victor Rey, Jr., Juan Cabrera, appearing via teleconference pursuant to Government Code Section 54953(f)(2)(A)(i), Rolando Cabrera, MD and Catherine Carson;

Absent: Joel Hernandez Laguna.

Also Present:

Allen Radner, MD, President/Chief Executive Officer

Rakesh Singh, MD, Chief of Staff

Matthew Ottone, Esq., District Legal Counsel

Kathie Haines, Executive Support

1. CALL TO ORDER/ROLL CALL

A quorum was present and President Rey called the meeting to order at 4:04 p.m. in the Downing Resource Center, Rooms A, B, and C.

2. CLOSED SESSION

President Rey announced items to be discussed in Closed Session as listed on the posted Agenda are *(1) Hearings and Reports, (2) Conference with Labor Negotiator-California Nurses Association, (3) Conference with Real Property Negotiators, (4) Reports Involving Trade Secret-Trade Secret, Strategic Planning, Proposed New Programs and Services, and (5) Conference with Legal Counsel Existing Litigation.* The meeting recessed into Closed Session under the Closed Session Protocol at 4:06 p.m. The Board completed its business of the Closed Session at 4:26 p.m.

3. RECONVENE OPEN SESSION/REPORT ON CLOSED SESSION

The Board reconvened Open Session at 4:31 p.m. President Rey reported that in Closed Session, the Board discussed *(1) Hearings and Reports, (2) Conference with Real Property Negotiators, and (3) Reports Involving Trade Secret-Trade Secret, Strategic Planning, Proposed New Programs and Services.* The Board received and accepted the reports listed on the Closed Session agenda.

President Rey announced there is a need for an extended closed session. The items to be discussed in Extended Closed Session will be *(1) Reports Involving Trade Secret-Trade Secret, Strategic Planning, Proposed New Programs and Services, (2) Conference with Legal Counsel Existing Litigation.*

4. AWARDS AND RECOGNITION

Dr. Radner announced it was his pleasure to open the Awards and Recognition portion of the Board of Directors. The following was presented:

¹Salinas Valley Memorial Healthcare System operating as Salinas Valley Health

- **DAISY Award: Kimberly Jacobs, BSN, RN:** Carla Spencer, CNO, introduced Kimberly Jacobs, Staff Nurse II, Heart Center. Vicky Heitzman, Clinical Manager of the Heart Center described her as a “stellar charge nurse and preceptor who exemplifies patient-centered care with unwavering compassion,” who also said that the calming presence Kim brings to her work makes difficult situations seem manageable. “Her dedication to her patients and colleagues reflects the essence of what it means to be a DAISY Award recipient.”
- **Salinas Valley Health Mobile Clinic:** Dr. Rodriguez, CMO opened by thanking the Board and Dr. Radner for their support, because without this support the Mobile Clinic would not exist and 95% of the clients are uninsured. Dr. Rodriguez and Lynette Fitzgerald, Director Community Benefit, introduced Celina Medina, Family Nurse Practitioner, as a full-time provider of the Mobile Clinic. Ms. Medina stated she was raised in this area and is dedicated to serving our community. She started at SVH as a Medical Adventure camp student, volunteered in the ED while going to nursing school, participated in a medical mission in the Dominican Republic, and was a new grad on 5T. During COVID she cared for patients with co-morbidities that patients never knew they had. This led her back to return to school to become an NP and now work as a provider in the Mobile Clinic.

She reported that free services provided by the Mobile Clinic include medical care (over 17,000 patient visits), food distribution in partnership with the Food Bank for Monterey County, blood pressure machines (through the SVH Foundation), glucose monitoring kits (through the SVH Foundation), gift cards (through the SVH Foundation), Wellness and STD lab work (through the SVH Foundation and Laboratory), and now SHINGRIX vaccines (through GSK and the Patient Assistance Program). Soon tdap and HepB will be offered.

Board Comments: Is there any support from Health Department: Yes, they provide flu shots and other vaccines. EKGs and a nebulizer are available at the Mobile Clinic. Dr. Radner thanked Dr. Rodriguez, Ms. Fitzgerald and Ms. Medina for their dedication to the Mobile Clinic and serving the most underserved in our community.

- **Healthgrades Patient Safety Excellence Award™:** Aniko Kukla, Director Patient Safety, reported this award recognizes the top 10% of the hospitals for patient safety outcomes. To be eligible, a hospital must have been rated by Healthgrades and be in the top 80% of hospitals for clinical quality, as measured by CMS volume weighted scores.

5. INTERPRETING SERVICES:

Dr. Radner, President/CEO, introduced Will Tienken, Manager Patient Care Services, who presented the internal and external interpreting services showing what services are provided (135 certified interpreters in house) and how to contact an in-house Spanish interpreter and the hours of availability. Through contracted services we provide Interpreting Services including the following indigenous languages Mixteco Bajo/Alto, Triqui Bajo/Alto and Zapoteco Alto through Centro Binacional Para el Desarrollo *Indígena* Oaxaqueño. SVH is working on a short-term and long-term solution to expand in-person interpreting services, sign language and visual and hearing impairment.

Board Comments: The hospital is a 24-7 business and most interpreting services are Monday through Friday during business hours. Additionally, traditional interpreters may not be fluent in medical terms. The interpreting services team is looking at other organizations that can provide 24-7 services.

Gary Ray, CLO, reported interpretive services will be offered for Board meetings in the near future to meet the general spirit of the law for someone to participate if they want to. We are already providing Webex access for viewing the meeting.

6. PUBLIC COMMENT:

Katie Bassler, Salinas Valley Federal of Teachers, stated that the members are very pleased with the care they are receiving at SVH. She thanked the Board for continued quality of care offered. She asked the SVH Board to find a solution for the length of time it takes to get an appointment to see a provider.

7. BOARD MEMBER COMMENTS AND REFERRALS

Director Juan Cabrera: None.

Director Rolando Cabrera, MD: Director Dr. Cabrera attended the Governance Institute Conference in Colorado Springs. It was very interesting and educational.

Director Catherine Carson: Director Carson complimented the Mobile Clinic presentation and requested marketing create material listing the free services available through the Mobile Clinic.

President Victor Rey, Jr.: Director Rey also attended the Governance Institute Conference and thought it was a great conference and thinks SVH is ahead of the curve on some of the challenges. Mr. Rey welcomed Ms. Medina as a provider for the Mobile Clinic. He is most proud of the Mobile Clinic out of all SVH has to offer.

8. CONSENT AGENDA – GENERAL BUSINESS

Recommend Board Approval of the Following:

- A. Minutes of the Regular Meeting of the Board of Directors August 22, 2024
- B. Minutes of the Special Meeting of the Board of Directors September 5, 2024
- C. Financial Report
- D. Statistical Report
- E. Policies Requiring Approval
 1. CVIS Downtime Process
 2. Dress Code: Protective Attire
 3. Financial Assistance Program/Full & Discount Partial Charity Care - Taylor Farms Family Health & Wellness Center
 4. Interpreter/Translator Communication
 5. Management of Hypersensitivity & Anaphylaxis when Administering Chemotherapy and Immunotherapy
 6. Obstetrical Hemorrhage
 7. Pediatrics: Admission Criteria
 8. Publication Policy for Work, Projects and Research
 9. Rho (D) Immune Globulin Administration
 10. Scheduling: Cardiac Cath Lab
 11. Tuition Assistance

PUBLIC COMMENT:

None.

BOARD MEMBER DISCUSSION: Director Carson requested the Dress Code: Protective Attire policy articulate to whom it applies.

MOTION:

Upon motion by Director Dr. Cabrera, second by Director Carson, the Board of Directors approved the Consent Agenda, Items (A) through (E), as listed above, with the revision to the Dress Code: Protective Attire policy to articulate to whom it applies.

ROLL CALL VOTE:

Ayes: Directors Rey, J. Cabrera, Dr. Cabrera, Carson;

Noes: None;

Abstentions: None;

Absent: Hernandez Laguna.

Motion Carried

9. REPORTS ON STANDING AND SPECIAL COMMITTEES

A. QUALITY AND EFFICIENT PRACTICES COMMITTEE

A report was received from Director Catherine Carson regarding the Quality and Efficient Practices Committee. The minutes were provided for Board review. Director Carson reported this was a good meeting with presentations by Perioperative Clinical Practice Council, the Rehab Department, and Utilization Management. The Dashboard looking good and the quarterly report will be presented to the Board in October.

B. PERSONNEL, PENSION AND INVESTMENT COMMITTEE

A report was received from Director Juan Cabrera regarding the Personnel, Pension and Investment Committee. The following recommendations were made.

1. **Consider Recommendation for Board Approval of (i) Findings Supporting Recruitment of Divya Kishore, MD, (ii) Contract Terms for Dr. Kishore’s Recruitment Agreement, and (iii) Contract Terms for Dr. Kishore’s Mammography and Diagnostic Imaging Professional Services Agreement**

PUBLIC COMMENT:

None.

BOARD MEMBER DISCUSSION:

MOTION:

Upon motion by Director Dr. Cabrera, and second by Director Carson, the Board of Directors approves

- (i) The Findings Supporting Recruitment of Divya Kishore, M.D.:
 - That the recruitment of a mammography and diagnostic imaging radiologist 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;
- (ii) The Contract Terms of the Recruitment Agreement for Dr. Kishore; and

- (iii) The Contract Terms of the Mammography and Diagnostic Imaging Professional Services Agreement for Dr. Kishore.

PUBLIC COMMENT:

None.

BOARD MEMBER DISCUSSION:

ROLL CALL VOTE:

Ayes: Directors Rey, J. Cabrera, Dr. Cabrera, Carson;

Noes: None;

Abstentions: None;

Absent: Hernandez Laguna.

Motion Carried

2. Consider Recommendation for Board Approval approval of the Contract Terms of the Pediatrics Professional Services Agreement for Maryam Jalali, M.D.

PUBLIC COMMENT:

None.

BOARD MEMBER DISCUSSION:

MOTION:

Upon motion by Director Dr. Cabrera, and second by Director Carson, the Board of Directors approves the contract terms of the Pediatrics Professional Services Agreement for Maryam Jalali, M.D.

PUBLIC COMMENT:

None.

BOARD MEMBER DISCUSSION:

ROLL CALL VOTE:

Ayes: Directors Rey, J. Cabrera, Dr. Cabrera, Carson;

Noes: None;

Abstentions: None;

Absent: Hernandez Laguna.

Motion Carried

3. Consider Recommendation for Board Approval of (i) Findings Supporting Recruitment of Benjamin Berthet, DO, (ii) Contract Terms for Dr. Berthet's Recruitment Agreement, and (iii) Contract Terms for Dr. Berthet's Internal Medicine and Pediatrics Professional Services Agreement

PUBLIC COMMENT:

None.

BOARD MEMBER DISCUSSION:

MOTION:

Upon motion by Director Carson, and second by Director Dr. Cabrera, the Board of Directors approves

(i) The Findings Supporting Recruitment of Benjamin Berthet, D.O.:

- That the recruitment of a Internal Medicine and Pediatrics 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;

(ii) The Contract Terms of the Recruitment Agreement for Dr. Berthet; and

(iii) The Contract Terms of the Internal Medicine and Pediatrics Professional Services Agreement for Dr. Berthet.

PUBLIC COMMENT:

None.

BOARD MEMBER DISCUSSION:

ROLL CALL VOTE:

Ayes: Directors Rey, J. Cabrera, Dr. Cabrera, Carson;

Noes: None;

Abstentions: None;

Absent: Hernandez Laguna.

Motion Carried

C. FINANCE COMMITTEE

Director Rey reported the Finance Committee Meeting of Monday, September 23, 2024 did not meet quorum requirements pursuant to Government Code Section 54953(f)(1), and therefore the items listed as coming from the Finance Committee as recommendations, are in fact, independent items for approval by the Board of Directors.

1. Consider Board approval to award FTG Builders the contract for construction of the Monterey Bay G.I. Consultants Medical Group office space expansion at 212 San Jose Street 2nd Floor.

Gary Ray, Chief Legal Officer, reported SVMHS and Monterey Bay G.I. Consultants Medical Group have been partners in the endoscopy center, Monterey Bay Endoscopy LLC, since February of 2018. In 2019, SVMHS acquired 212 San Jose Street which had ambulatory surgery suites on the first floor in suite 100 and administrative office space that could be reconfigured into medical office space on the second floor in suite 200. The success of the endoscopy center and the GI practice has resulted in a need to expand administrative support (office) areas to allow the practice to maximize its potential. Suites 201 and 202 (the balance of available tenant space on the 2nd floor) will be leased to Monterey Bay GI Consultants Medical Group, Inc. under a current fair market value lease agreement. The project includes tenant improvements in two unfinished suites in an existing building located at 212 San Jose Street, Salinas, CA, for the Monterey Bay G.I. Consultants Medical Group to increase office space on the second floor.. The cost of the tenant improvements will be amortized over the term of the lease agreement.

A full report was included in the packet.

MOTION:

Upon motion by Director Dr. Cabrera, and seconded by Director Carson, the Board of Directors awards FTG Builders the contract for construction of the Monterey Bay G.I. Consultants Medical Group office space expansion at 212 San Jose Street 2nd Floor in an amount Not-To-Exceed \$754,916.00.

PUBLIC COMMENT:

None.

BOARD DISCUSSION:

None.

ROLL CALL VOTE:

Ayes: Directors Rey, J. Cabrera, Dr. Cabrera, Carson;

Noes: None;

Abstentions: None;

Absent: Hernandez Laguna.

Motion Carried

2. Consider Board approval of the Terms for a Lease Agreement with Monterey Bay G.I. Consultants Medical Group for 212 San Jose Street, 2nd Floor

Gary Ray, Chief Legal Officer, reported SVH and Monterey Bay G.I. Consultants Medical Group have been partners in the endoscopy center, Monterey Bay Endoscopy LLC, since February of 2018. In 2022, Monterey Bay G.I. leased office/clinic space on the 2nd floor of 212 San Jose Street which has the endoscopy center located on the first floor of the building. The success of the endoscopy center and the GI practice has resulted in a need to expand its administrative support (office) space to allow the practice to maximize its growth. Suites 201 and 202 (the balance of available tenant space on the 2nd floor) will be leased to Monterey Bay GI Consultants Medical Group, Inc. under a proposed fair market value lease agreement.

A full report was included in the packet.

MOTION:

Upon motion by Director Dr. Cabrera, and seconded by Director Carson, the Board of Directors approves (pending final review by District legal counsel of) of the terms for a Lease Agreement between SVH and Monterey Bay G.I. Consultants Medical Group, as presented.

PUBLIC COMMENT:

None.

BOARD DISCUSSION:

None.

ROLL CALL VOTE:

Ayes: Directors Rey, J. Cabrera, Dr. Cabrera, Carson;

Noes: None;

Abstentions: None;

Absent: Hernandez Laguna.

Motion Carried

3. Consider Board Approval of Terms for a Lease and Services Agreement Between SVH and Johnny Blanchard, M.D., Inc.

Gary Ray, Chief Legal Officer, reported that since 2015, Dr. James Dacus has operated a concierge medical practice in Monterey County through an agreement with SVH. Under the agreement, Dr. Dacus leased space and contracted for certain practice support services including staff. As Dr. Dacus is moving into retirement, he is transferring his concierge medical practice to Dr. Johnny Blanchard. Dr. Blanchard is entering into a similar fair market value Lease and Services Agreement under which he will lease certain SVH space and receive support services from SVH Clinics staff. It is a lengthy process for Dr. Blanchard to complete the transfer of the concierge practice, and securing this proposed agreement is a necessary initial step.

A full report was included in the packet.

MOTION:

Upon motion by Director Dr. Cabrera, and seconded by Director Carson, the Board of Directors approves (pending final review by District legal counsel) of the terms for a concierge medical practice Lease and Services Agreement between SVH and Johnny Blanchard MD Inc., as presented.

PUBLIC COMMENT:

None.

BOARD DISCUSSION:

None.

ROLL CALL VOTE:

Ayes: Directors Rey, J. Cabrera, Dr. Cabrera, Carson;

Noes: None;

Abstentions: None;

Absent: Hernandez Laguna.

Motion Carried

4. Consider Board approval of the terms presented for a Virtual Health Services Agreement with KeyCare Inc.

Dr. Radner, President/CEO reported that in order to address multiple challenges for Salinas Valley Health including increasing provider access, ongoing provider recruitment/satisfaction and appropriate utilization of healthcare resources, there is a request for approval of funding for the after-hours telehealth resources provided by KeyCare telehealth (video or telephone) services. At present, there exists telehealth options for patients followed in our primary care clinics, however, these are generally limited to traditional weekday office hours. Administration believes this has led to discontinuity of care, inappropriate ED/urgent care utilization (which has had a significantly negative affect on our risk-based provider arrangements) and provider dissatisfaction.

After review of multiple vendors, Administration believes KeyCare (which allows review/documentation with our ambulatory EPIC platform - inclusive of previous visit data, patient preferences, pharmacy, and other important information) will mitigate inappropriate ED/urgent care utilization, and benefit our recruitment and retention challenges. Additionally this may be an eventual vehicle to expand introduction of our clinic services to patients outside our system. (These benefits, as well as a recommendation to implement expanded telehealth services, were called out in the Guidehouse Project Sustainable Success Report.)

A full report was included in the packet.

PUBLIC COMMENT:

None.

BOARD DISCUSSION:

None.

MOTION:

Upon motion by Director Carson, and second by Director Dr. Cabrera, the Board of Directors approves the terms presented for a Virtual Health Services Agreement with KeyCare, Inc. in the amount of \$996,050.00 over the period of 3 years.

ROLL CALL VOTE:

Ayes: Directors Rey, J. Cabrera, Dr. Cabrera, Carson;

Noes: None;

Abstentions: None;

Absent: Hernandez Laguna.

Motion Carried

D. CORPORATE COMPLIANCE AND AUDIT COMMITTEE

A report was received from Director Cabrera regarding the Corporate Compliance and Audit Committee. The minutes were provided for Board review.

10. CONSIDER RECOMMENDATION FOR BOARD APPROVAL OF THE FY 2025 ORGANIZATIONAL GOALS

Dr. Radner reported there was a Special Board Workshop on September 5, 2024 to review the Organizational goals at which the Board provided input. Dr. Radner thanked the Board for their thoughtful recommendations. The revised FY 2025 Organizational Goals were provided in the packet.

PUBLIC COMMENT:

None.

BOARD DISCUSSION:

Thanks was extended to Administration for the thoughtful recommendations and for taking Board input.

MOTION:

Upon motion by Director Dr. Cabrera, and second by Director Carson, the Board of Directors approves the Fiscal Year 2025 Organizational Goals.

ROLL CALL VOTE:

Ayes: Directors Rey, J. Cabrera, Dr. Cabrera, Carson;

Noes: None;

Abstentions: None;

Absent: Hernandez Laguna.

Motion Carried

**11. REPORT ON BEHALF OF THE MEDICAL EXECUTIVE COMMITTEE (MEC)
MEETING ON SEPTEMBER 12, 2024, AND RECOMMENDATION FOR BOARD
APPROVAL OF THE FOLLOWING:**

Rakesh Singh, MD, Chief of Staff, reviewed the reports of the Medical Executive Committee (MEC) meeting of September 12, 2024, and Policies/Procedures/Plans revisions. A full report was provided in the Board packet.

Recommend Board Approval of the Following:

A. Reports

1. Credentials Committee Report (Including the following)
 - Ophthalmology -Clinical Privileges Delineation
 - General Surgery-Clinical Privileges Delineation
2. Interdisciplinary Practice Committee Report (Including the following)
 - Pneumococcal and Influenza Vaccine Screening and Administration Nursing Standardized Procedure
 - Chest Pain/Cardiovascular Nursing Standardized Procedure

B. Policies/Procedures/Plans:

1. Blood Borne Pathogen Exposure Control Plan
2. Infection Prevention Pandemic Plan Emerging Infectious Diseases
3. Laboratory Quality Management Plan
4. MRSA Active Surveillance Screening
5. Quality Assessment and Improvement Plan
6. Retained Surgical Items

PUBLIC COMMENT:

None.

BOARD DISCUSSION:

MOTION:

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

A. Reports

1. Credentials Committee Report (Including the following)
 - Ophthalmology -Clinical Privileges Delineation
 - General Surgery-Clinical Privileges Delineation
2. Interdisciplinary Practice Committee Report (Including the following)
 - Pneumococcal and Influenza Vaccine Screening and Administration Nursing Standardized Procedure
 - Chest Pain/Cardiovascular Nursing Standardized Procedure

B. Policies/Procedures/Plans:

1. Blood Borne Pathogen Exposure Control Plan
2. Infection Prevention Pandemic Plan Emerging Infectious Diseases
3. Laboratory Quality Management Plan
4. MRSA Active Surveillance Screening
5. Quality Assessment and Improvement Plan

6. Retained Surgical Items

ROLL CALL VOTE:

Ayes: Directors Rey, J. Cabrera, Dr. Cabrera, Carson;

Noes: None;

Abstentions: None;

Absent: Hernandez Laguna.

Motion Carried

12. EXTENDED CLOSED SESSION

President Rey announced items to be discussed in Extended Closed Session are (1) *Conference with Real Property Negotiators*, (2) *Reports Involving Trade Secret-Trade Secret, Strategic Planning, Proposed New Programs and Services*, and (3) *Conference with Legal Counsel existing Litigation*. The meeting recessed into Closed Session under the Closed Session Protocol at 5:29 p.m. The Board completed its business of the Closed Session at 6:20 p.m.

13. RECONVENE OPEN SESSION/REPORT ON CLOSED SESSION

The Board reconvened Open Session at 6:21 p.m. President Rey reported that in Extended Closed Session, the Board discussed (1) *Conference with Real Property Negotiators*, (2) *Reports Involving Trade Secret-Trade Secret, Strategic Planning, Proposed New Programs and Services*, and (3) *Conference with Legal Counsel existing Litigation*.

No action was taken.

14. ADJOURNMENT

The next Regular Meeting of the Board of Directors is scheduled for **Thursday, October 24, 2024, at 4:00 p.m.** There being no further business, the meeting was adjourned at 6:22 p.m.

Rolando Cabrera, MD
Secretary, Board of Directors



Last Approved N/A
Next Review 3 years after approval

Owner Gary Ray: Chief Legal Officer
Area Administration

AB 1234 Ethics Training

I. POLICY STATEMENT

- A. Salinas Valley Health (SVH) will be compliant with California AB 1234 which requires the following:
 - 1. Local agency officials who commence service with SVH will receive at least two (2) hours of training in general ethics principles and ethics laws relevant to his or her public services no later than one (1) year from the first day of service and thereafter at least once every two (2) years.
 - 2. This training will contain the curriculum required by the California Fair Political Practices Commission (FPPC) and the California Attorney General.
 - 3. The SVH Board of Directors will designate certain employees who are also required to complete this training.

II. PURPOSE

- A. The purpose of this policy and procedure is to assist Salinas Valley Health (SVH) to be in compliance with California Assembly Bill 1234 (AB 1234) related to ethics training required.

III. DEFINITIONS

- A. Local Agency Official means any member of the SVH Board of Directors, any community advisor sitting on a Committee of the SVH Board of Directors who receives any type of compensation, salary, stipend, or reimbursement for actual and necessary expenses incurred in performance of his/her official duties.

IV. GENERAL INFORMATION

- A. N/A

V. PROCEDURE

- A. SVH will provide information on training venues to new Board members as part of their Board orientation.
- B. SVH will provide information annually to all Local Agency Officials and those designated by the Board to complete this training.
 - 1. Training may be completed online through the FPPC web site. The trainee must be logged on for no less than two (2) hours and print and submit the certificate as evidence of completion of this training.
 - 2. Training may be completed through self-study materials available by the Institute of Local Governments (ILG) at the trainee's expense. After submitting the test, a certificate of completion is sent to the participant takes up to four weeks to process.
 - 3. Onsite training may be offered by SVH every two years. When provided, onsite training will be conducted by a qualified attorney or consultant knowledgeable with the requirements of AB 1234. Such onsite training will be conducted in a duly noticed special board meeting.
- C. Original copies of the certificates of training are public records and will be provided to the Director of Contracting and Compliance as the custodian of these records. They will retained for at least five years. Scanned copies will be provided to those who took the training upon their request.
- D. Documentation:
 - 1. Certificate of training completion.

VI. EDUCATION/TRAINING

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

VII. REFERENCES

- A. California Assembly Bill AB-1234 Local agencies: compensation and ethics.

Approval Signatures

Step Description	Approver	Date
Board Approval	Kathryn Haines: Administrative Assistant - PD	Pending
Board Approval	Rebecca Alaga: Regulatory/ Accreditation Coordinator	Pending

ELG	Rebecca Alaga: Regulatory/ Accreditation Coordinator	10/2024
Policy Committee	Rebecca Alaga: Regulatory/ Accreditation Coordinator	09/2024
Policy Owner	Gary Ray: Chief Legal Officer	09/2024

Standards

No standards are associated with this document

Memorandum

To: Board of Directors
 From: Clement Miller, COO
 Date: October 24, 2024
 Re: Policies Requiring Approval

As required under Title 22, CMS, and The Joint Commission (TJC), please find below a list of regulatory required policies with summary of changes that require your approval.

	Policy Title	Summary of Changes	Responsible Exec
1.	AB 1234 Training	Branding corrections made.	Gary Ray, CLO
2.	Financial Assistance Program/Full Charity Care & Discount Partial Charity Care	Approval dollar amount matrix updated.	Augustine Lopez, CFO
3.	Insertion of Peripherally Inserted Central Catheters (PICC) Using Ultrasound Guidance for Adult Patients	Section added IV. C. - Trained PICC nurses may take.....(plan to implement this after approval to include education, competency and a Nursing Standardized procedure) Dr. Bottari has agreed to be the physician champion for this. V. B. 1. f- aim to place catheters..... V. C. 3. 7. - Tip location preferable V. D. 1. When a patient is admitted.. V. D. 3. Discussion of tip location change	Clement Miller, COO
4.	IV Therapy: Peripheral	To align with action plan for IV shortages	Carla Spencer, CNO
5.	Meditech System Access	No material changes, but a relevant and necessary policy while we are still on Meditech for our acute EMR	Audrey Parks, CIO
6.	Paid Time Off (PTO) - Affiliated Employees	Changed from procedure to policy. Removed reference to ESC for now as the contract is not ratified and the group incorporated the non-affiliated PTO practices. Updated to combine multiple policies in to one.	Michelle Barnhart Childs, CHRO
7.	Paid Time Off (PTO) - Non-Affiliated	Changed from procedure to policy. Removed reference to pto cashout form. Updated holiday description. Updated with new ESL language. added intermittent (changing SDI to LOA) and opening for the SDI waiting period.	Michelle Barnhart Childs, CHRO

8.	Phototherapy	Regular review. No changes made.	Carla Spencer, CNO
9.	Skin Assessment, Pressure Injury - Identification, Prevention and Treatment	Updated when to do skin checks at requested by practice council.	Carla Spencer, CNO
10.	Standards of Ethical Business Practices	Branding corrections made. Minor updates and edits made.	Gary Ray, CLO



Last Approved N/A
Next Review 3 years after approval

Owner Charlotte Wayman: Director
Pt Financial Svcs/Pt Registration
Area Administration

Financial Assistance Program/Full Charity Care & Discount Partial Charity Care

I. POLICY STATEMENT

- A. No individual who is determined to be eligible for financial assistance will be charged more for emergency or other medically necessary care than the Amounts Generally Billed to individuals who have insurance covering such care.

II. PURPOSE

- A. California acute care hospitals must comply with Health & Safety Code requirements for written policies providing discounts and charity care to financially qualified patients. This Policy is intended to meet such legal obligations and provides for both charity care and discounts to patients who financially qualify under the terms and conditions of the Salinas Valley Health Medical Center Financial Assistance Program.
- B. The finance department has responsibility for general accounting policy and procedure. Included within this purpose is a duty to ensure the consistent timing, recording and accounting treatment of transactions at SVHMC. This includes the handling of patient accounting transactions in a manner that supports the mission and operational goals of Salinas Valley Health Medical Center.

III. DEFINITIONS

- A. **Amounts Generally Billed:** The amounts generally billed (“AGB”) for emergency or other medically necessary services to individuals eligible for Discount Partial Charity Care. SVHMC calculates the AGB for a patient using the Prospective Method as defined in the Federal Income Tax Regulations. Under the Prospective Method, AGB is calculated using the billing and coding process SVHMC would use if the individual were a Medicare fee-for-service beneficiary using the currently applicable Medicare rates provided by the Centers for Medicare & Medicaid Services.

- B. **Discount Partial Charity Care:** Discount Partial Charity Care is defined as any emergency or medically necessary inpatient or outpatient hospital service provided to a patient who is uninsured or underinsured and 1) desires assistance with paying their hospital bill; 2) has an income between 201% and 400% of the current federal poverty level; and 3) who has established qualification in accordance with requirements contained in the Policy. The discount will be applied against the gross charges for hospital services provided.
- C. **Emergency and Medically Necessary:** Emergency and medically necessary services are defined as any hospital emergency, inpatient, outpatient, or emergency medical care that is not entirely elective for patient comfort and/or convenience. This includes those procedures that are scheduled and the patient has minimal benefit coverage, i.e., heart procedures, infusion therapy services and chemotherapy. This generally excludes those patients with a benefit design that requires them to utilize a designated facility.
- D. **Eligibility for Financial Assistance:** Eligibility is available for any patient receiving emergency or medically necessary services whose family income is less than 400% of the current federal poverty level, if not covered by third party insurance or if covered by third party insurance and unable to pay the patient liability amount owed after insurance has paid its portion of the account. Depending upon individual patient eligibility, financial assistance may be granted for Full Charity Care or Discount Partial Charity Care. Financial assistance may be denied when the patient or other responsible family representative does not meet the SVHMC Financial Assistance Policy requirements.
- E. **Extraordinary Collection Actions:** Extraordinary Collection Actions means a collection action requiring a legal or judicial process, involving selling debt to another party, reporting adverse information to credit agencies or bureaus, or deferring or denying, or requiring a payment before providing, medically necessary care because of an individual's nonpayment of one or more bills for previously provided care covered under SVHMC's Financial Assistance Policy. The actions that require legal or judicial process for this purpose include 1) placing a lien; 2) foreclosing on real property; 3) attaching or seizing of bank accounts or other personal property; 4) commencing a civil action against an individual; 5) taking actions that cause an individual's arrest; 6) taking actions that cause an individual to be subject to body attachment; and 7) garnishing wages.
- F. **Family:** A patient's family is defined as: 1) For persons 18 years of age and older, spouse, domestic partner and dependent children under 21 years of age, whether living at home or not; and 2) For persons under 18 years of age, parent, caretaker relatives and other children under 21 years of age of the parent of caretaker relative.
- G. **Full Charity Care:** Full Charity Care is defined as any emergency or medically necessary inpatient or outpatient hospital service provided to a patient who has an income below 200% of the current federal poverty level and is unable to pay for care and who has established qualification in accordance with requirements contained in the SVHMC Financial Assistance Policy.
- H. **Medi-Cal Share of Cost.** As required by state law, patient obligations for Medi-Cal share of cost payments will not be waived under any circumstance.

IV. GENERAL INFORMATION

- A. This Financial Assistance Policy pertains to financial assistance provided by Salinas Valley

Health Medical Center. Under California law, hospitals are not permitted to employ physicians and, accordingly, physician services are provided by independent physician groups not controlled by SVHMC and who are not bound by this policy. Accordingly, this Financial Assistance Policy is applicable only to hospital services provided by SVHMC and specifically excludes medical care provided by physicians who may be members of the SVHMC Medical Staff. Specifically, this Policy applies only to charges for hospital services and is not binding upon other providers of medical services who are not employed or contracted by Hospital to provide medical services, including physicians who treat hospital patients on an emergency, inpatient or outpatient basis. For Financial Assistance regarding your emergency room physician billing please contact Salinas Valley Emergency Medical Group at (831) 649-1000. Physicians providing services to patients who are uninsured or cannot pay their medical bills due to high medical costs may have their own financial assistance policy to provide assistance.

- B. Salinas Valley Health Medical Center (SVHMC) serves all persons in Salinas and the larger surrounding community area. As a California Healthcare District, Salinas Valley Health Medical Center is committed to providing high quality, cost effective services to our patients. SVHMC strives to meet the health care needs of all patients who seek inpatient, outpatient and emergency services and is committed to providing access to financial assistance programs when patients are uninsured or underinsured and may need help in paying their hospital bill. Providing patients with opportunities for financial assistance coverage for healthcare services is an important element in fulfilling the Salinas Valley Health Medical Center mission. This Financial Assistance Program/Full Charity Care & Discount Partial Charity Care Policy (the "Policy") defines the SVHMC Financial Assistance Program; its criteria, systems, and methods. The intent of this Policy is to satisfy the requirements of Section 501(r) of the Internal Revenue Code and all provisions should be interpreted accordingly.

C. **FULL CHARITY CARE AND DISCOUNT PARTIAL CHARITY CARE REPORTING**

1. SVHMC will report actual Charity Care provided in accordance with regulatory requirements of the California Department of Health Care Access and Information (HCAI) as contained in the Accounting and Reporting Manual for Hospitals, Second Edition. To comply with regulation, the hospital will maintain written documentation regarding its Charity Care criteria, and for individual patients, the hospital will maintain written documentation regarding all Charity Care determinations. As required by HCAI, Charity Care provided to patients will be recorded on the basis of actual charges for services rendered.
2. SVHMC will provide HCAI with a copy of this Financial Assistance Policy which includes the Full Charity Care and Discount Partial Charity Care policies within a single document. The Financial Assistance Policy also contains: 1) all eligibility and patient qualification procedures; 2) the unified application for Full Charity Care and Discount Partial Charity Care; and 3) the review process for both Full Charity Care and Discount Partial Charity Care. These documents shall be supplied to HCAI every two years or whenever a significant change is made. Emergency room physicians are independent of SVHMC, therefore they have their own financial assistance program.

D. **APPLYING FOR FINANCIAL ASSISTANCE**

1. The SVHMC Financial Assistance Program utilizes a single, unified patient

application for both Full Charity Care and Discount Partial Charity Care. The process is designed to give each applicant an opportunity to receive the maximum financial assistance benefit for which they may qualify. The financial assistance application provides patient information necessary for determining patient qualification by the hospital and such information will be used to qualify the patient or family representative for maximum coverage under the SVHMC Financial Assistance Program. The application includes the office and phone number to call if the patient has any question concerning the Financial Assistance Program or applying for the same. Application Form A patient has up to two hundred forty (240) days following the date of first post-discharge statement in which to submit an application for financial assistance.

2. Eligible patients may qualify for the SVHMC Financial Assistance Program by following application instructions and making every reasonable effort to provide the hospital with the requested documentation and health benefits coverage information such that the hospital may make a determination of the patient's qualification for coverage under the program. In determining eligibility for financial assistance, SVHMC will not request any additional information other than the information requested in the financial assistance application. A patient seeking financial assistance, however, may voluntarily provide additional information if they so choose. Eligibility alone is not an entitlement to coverage under the SVHMC Financial Assistance Program. SVHMC must complete a process of applicant evaluation and determine coverage before Full Charity Care or Discount Partial Charity Care may be granted. The following information will be considered in determining the eligibility of the patient for Financial Assistance: patient or family income, patient's family size, family income.
3. The SVHMC Financial Assistance Program relies upon the cooperation of individual patients who may be eligible for full or partial assistance. All patients unable to demonstrate financial coverage by third party insurers will be offered an opportunity to complete the financial assistance application. In addition, uninsured patients will be offered information, assistance and referral to government sponsored programs for which they may be eligible. Insured patients who are unable to pay patient liabilities after their insurance has paid, or those who experience high medical costs, may also be eligible for financial assistance. Any patient who requests financial assistance will be asked to complete a financial assistance application.
4. The financial assistance application should be completed within fourteen days by the patient or as soon as practical thereafter. The application form may be completed, during a patient stay, or after services are completed and the patient has been discharged.
5. Completion of a financial assistance application provides:
 - a. Information necessary for the hospital to determine if the patient has income sufficient to pay for services;
 - b. Documentation useful in determining qualification for financial assistance; and
 - c. An audit trail documenting the hospital's commitment to providing financial assistance.

6. However, a completed financial assistance application is not required if SVHMC determines it has sufficient patient financial information from public sources which to make a financial assistance qualification decision. Patients deemed presumptively eligible may be documented for financial assistance as reflected in the transaction code used to adjudicate the patient's claim, including but not limited to transactions related to full charity care, partial charity care, non-covered services and payer denials.

V. PROCEDURES

A. Qualification: Full Charity Care and Discount Partial Charity Care

1. Qualification for full or discount partial financial assistance shall be determined solely by the patient's and/or patient family representative's ability to pay. Qualification for financial assistance shall not be based in any way on age, gender, sexual orientation, ethnicity, national origin, veteran status, disability or religion.
2. The patient and/or patient family representative who requests assistance in meeting their financial obligation to the hospital shall make every reasonable effort to provide information necessary for the hospital to make a financial assistance qualification determination. The hospital will provide guidance and/or direct assistance to patients or their family representative as necessary to facilitate completion of program applications. Completion of the financial assistance application and submission of any or all required supplemental information may be required for establishing qualification for the Financial Assistance Program
3. Financial Assistance Program qualification is determined after the patient and/or patient family representative establishes eligibility according to criteria contained in this Policy. While financial assistance shall not be provided on a discriminatory or arbitrary basis, the hospital retains full discretion, consistent with laws and regulations, to establish eligibility criteria and determine when a patient has provided sufficient evidence of qualification for financial assistance.
4. Patients or their family representative may complete an application for the Financial Assistance Program. The application and required supplemental documents are submitted to the Patient Financial Services located at 3 Rossi Cir, Ste C, Salinas, CA 93907. This office shall be clearly identified on the application instructions and a telephone number and website for patients seeking assistance in completing the application shall be provided.
5. SVHMC will provide personnel who have been trained to review financial assistance applications for completeness and accuracy. Application reviews will be completed as quickly as possible considering the patient's need for a timely response.
6. A financial assistance determination will be made only by approved hospital personnel according to the following levels of authority:
 - a. Director of Patient Financial Services: Accounts less than \$150,000.01
 - b. CFO: Accounts between \$150,000.01 and \$300,000.00
 - c. CEO: Accounts greater than \$300,000.00.

7. Accounts with a value greater than \$150,000.00 require two signatures for approval.
8. Qualification criteria are used in making each individual case determination for coverage under the SVHMC Financial Assistance Program. Financial assistance will be granted based upon each individual determination of financial need in accordance with the Financial Assistance Program eligibility criteria contained in this Policy.
9. Financial Assistance Program qualification may be granted for Full Charity Care (100% free services) or Discount Partial Charity Care (charity care of less than 100%), depending upon the patient or family representative's level of eligibility as defined in the criteria of this Financial Assistance Program Policy.
10. Once determined, Financial Assistance Program qualification will apply to the specific services and service dates for which application has been made by the patient and/or patient family representative. In cases of continuing care relating to a patient diagnosis which requires on-going, related services, the hospital, at its sole discretion, may treat continuing care as a single case for which qualification applies to all related on-going services provided by the hospital. Other pre-existing patient account balances outstanding at the time of qualification determination by the hospital may be included as eligible for write-off at the sole discretion of management.

B. Full and Discount Partial Charity Care Income Qualification Levels

1. If the patient's gross family income is 200% or less of the established poverty income level, based upon current FPL Guidelines, and the patient meets all other Financial Assistance Program qualification requirements, the entire (100%) patient liability portion of the bill for services will be written off.
2. If the patient's gross family income is between 201% and 400% of the established poverty income level, based upon current FPL Guidelines, and the patient meets all other Financial Assistance Program qualification requirements, the following will apply:
 - Patient's care is not covered by a payer. If the services are not covered by any third party payer so that the patient ordinarily would be responsible for the full-billed charges, the patient's payment obligation will be the gross amount the Medicare program would have paid for the service if the patient were a Medicare beneficiary.
 - Patient's care is covered by a payer. If the services are covered by a third party payer so that the patient is responsible for only a portion of the billed charges (i.e., a deductible or co-payment), the patient's payment obligation will be an amount equal to the difference between what insurance has paid and the gross amount that Medicare would have paid for the service if the patient were a Medicare beneficiary. If the amount paid by insurance exceeds what Medicare would have paid, the patient will have no further payment obligation.

C. Payment Plans

1. When a determination of Discount Partial Charity Care has been made by the

hospital, the patient shall have the option to pay any or all outstanding amount due in one lump sum payment, or through a scheduled term payment plan.

2. The hospital will discuss payment plan options with each patient that requests to make arrangements for term payments. Individual payment plans will be arranged based upon the patient's ability to pay. As a general guideline, payment plans will be structured to last no longer than 12 months. The hospital shall negotiate in good faith with the patient; however where an agreement cannot be reached regarding a payment plan the payment plan bill will require that monthly payments do not exceed 10% of a patient's family income for one month excluding deductions for "essential living expenses" "Essential living expenses are defined as expenses for any of the following: rent or house payments (including maintenance expenses), food and household supplies, utilities and telephone, clothing, medical and dental payments, insurance, school or child and spousal support, transportation and automobile expenses (including insurance, fuel, and repairs), installment payments, laundry and cleaning expenses, and other extraordinary expenses. No interest will be charged to the patient for the duration of any payment plan arranged under the provisions of the Financial Assistance Policy.

D. Special Circumstances

1. Any evaluation for financial assistance relating to patients covered by the Medicare Program must include a reasonable analysis of all patient assets, liabilities, income and expenses, prior to eligibility qualification for the Financial Assistance Program. Such financial assistance evaluations must be made prior to service completion by SVHMC.
2. If the patient is determined to be homeless he/she will be deemed presumptively eligible for the Financial Assistance Program and Full Charity Care.
3. Patients seen in the emergency department, for whom the hospital is unable to issue a billing statement, may have the account charges written off as Charity Care. All such circumstances shall be identified on the patient's account notes as an essential part of the documentation process..

E. Other Presumptively Eligible Circumstances

1. SVHMC deems those patients that are eligible for government sponsored low-income assistance program (e.g. Medi-Cal, Healthy Families, California Children's Services and any other applicable state or local low-income program) to be indigent and presumptively eligible for Full Charity Care under this Policy. Therefore, such patients are eligible under the Financial Assistance Policy when payment is not made by the governmental program.
2. The portion of Medicare patient accounts (a) for which the patient is financially responsible (coinsurance and deductible amounts), (b) which is not covered by insurance or any other payer including Medi-Cal, and (c) which is not reimbursed by Medicare as a bad debt, may be classified as charity care if:
 - a. The patient is a beneficiary under Medi-Cal or another program serving the health care needs of low-income patients; or
 - b. The patient otherwise qualifies for financial assistance under this Policy

and then only to the extent of the write-off provided for under this Policy.

3. Any patient who has an income which exceeds 400% of the FPL and experiences a catastrophic medical event may be deemed eligible for financial assistance. Such patients, who have high incomes do not qualify for routine Full Charity Care or Discount Partial Charity Care. However, consideration as a catastrophic medical event may be made on a case-by-case basis. The determination of a catastrophic medical event shall be based upon the amount of the patient liability at billed charges, and consideration of the individual's income and assets as reported at the time of occurrence. Management shall use reasonable discretion in making a determination based upon a catastrophic medical event. As a general guideline, any account with a patient liability for services rendered that exceeds \$75,000 may be considered for eligibility as a catastrophic medical event.
4. Any account returned to the hospital from a collection agency that has determined the patient or family representative does not have the resources to pay his or her bill, may be deemed eligible for Charity Care. Documentation of the patient or family representative's inability to pay for services will be maintained in the Charity Care documentation file.
5. All accounts returned from a collection agency for re-assignment from Bad Debt to Charity Care will be evaluated by hospital personnel prior to any re-classification within the hospital accounting system and records.

F. Dispute Resolution

1. In the event that a dispute arises regarding qualification, the patient may file a written appeal for reconsideration with the hospital. The written appeal should contain a complete explanation of the patient's dispute and rationale for reconsideration. Any or all additional relevant documentation to support the patient's claim should be attached to the written appeal.
2. Any or all appeals will be reviewed by the hospital director of Patient Financial Services. The director shall consider all written statements of dispute and any attached documentation. After completing a review of the patient's claims, the director shall provide the patient with a written explanation of findings and determination.
3. In the event that the patient believes a dispute remains after consideration of the appeal by the director of Patient Financial Services, the patient may request in writing, a review by the hospital's CFO. The CFO shall review the patient's written appeal and documentation, as well as the findings of the director of patient financial services. The Chief Financial Officer shall make a determination and provide a written explanation of findings to the patient. All determinations by the Chief Financial Officer shall be final. There are no further appeals.

G. Extraordinary Collection Actions

1. If a patient does not apply for financial assistance or is denied financial assistance and fails to pay their bill, the patient may be subject to various collection actions, including Extraordinary Collection Actions.
2. Notwithstanding the foregoing, neither SVHMC nor any collection agency with which

it contracts shall engage in any Extraordinary Collection Actions: (1) within the first one hundred eighty (180) days of the first post-discharge statement sent to a patient, and (2) without first making reasonable efforts to determine whether a patient is eligible for financial assistance under this Policy. In addition, and even if the above two conditions are satisfied, no Extraordinary Collection Actions may be taken at any time unless written notice is first provided to the patient at least 30 days in advance of initiating the intended ECAs and such notice clearly sets forth the Extraordinary Collection Action that will be taken in the event of nonpayment and also includes a copy of the Plain Language Summary of the Policy (Exhibit A). If the patient applies for financial assistance, any Extraordinary Collection Actions that may be in process will be suspended immediately pending the decision on the patient's application. If the patient is determined to be eligible for financial assistance, SVHMC will (i) refund any amount collected in excess of the revised charges within 30 days, (ii) take reasonably available measures to reverse any Extraordinary Collections Actions previously initiated, and (iii) provide a new billing statement if the patient is eligible for Discount Partial Charity Care, indicating the revised amount due, stating how the amount was determined, and stating or describing how the patient can obtain information regarding AGB.

H. Public Notice

1. SVHMC shall widely disseminate the existence and terms of its Financial Assistance Policy throughout its service area. To that end, SVHMC shall post clear and conspicuous notices informing the public of the Financial Assistance Program in locations that are visible to the public, including but not limited to the emergency department, billing office, inpatient admission and outpatient registration areas and other common outpatient areas of the hospital. Notices shall also be posted at any location where a patient may pay their bill. Notices will include contact information on how a patient may obtain more information on financial assistance as well as where to apply for such assistance. In addition, SVHMC shall post a copy of this Policy, the Plain Language Summary and the financial assistance application on its website and make all such documents available for free download.
2. SVHMC shall include the Plain Language Summary of this policy (Exhibit A) as part of the Condition of Admission during the registration process. If the patient is not conscious or otherwise able to receive the Plain Language Summary at the time of registration, the notice shall be provided during the discharge process (or when the patient leaves the facility, if not admitted). If for any reason the patient leaves the facility without receiving the written notice, SVHMC shall mail the notice to the patient within 72 hours. In all cases SVHMC will include the Plain Language Summary) in at least one post-discharge mailing. In addition, every invoice to a patient post discharge shall include a conspicuous written notice as an insert of the Plain Language Summary that: (1) informs the patient as to the availability of financial assistance; (2) includes a phone number of the office or department that can advise patients as to the availability of financial assistance; and (3) includes a direct website address (URL) where copies of this Policy, the Plain Language Summary and the financial assistance application may be downloaded.
3. Finally, SVHMC shall make translations of this Policy, the Plain Language Summary, and the financial assistance application available in Spanish and any other language

that is the primary language of the lesser of 1,000 individuals or 5% of the population of the communities served by SVHMC.

I. Confidentiality

1. It is recognized that the need for financial assistance is a sensitive and deeply personal issue for recipients. Confidentiality of requests, information and funding will be maintained for all that seek or receive financial assistance. The orientation of staff and selection of personnel who will implement this Policy should be guided by these values.

J. Good Faith Requirements

1. SVHMC makes arrangements for financial assistance for qualified patients in good faith and relies on the fact that information presented by the patient or family representative is complete and accurate.
2. Provision of financial assistance does not eliminate the right to bill, either retrospectively or at the time of service, for all services when fraudulent, or purposely inaccurate information has been provided by the patient or family representative. In addition, SVHMC reserves the right to seek all remedies, including but not limited to civil and criminal damages from those patients or family representatives who have provided fraudulent or purposely inaccurate information in order qualify for the SVHMC Financial Assistance Program.

K. Documentation

1. SVHMC Financial Assistance Application, Financial Assistance Worksheet and Federal Poverty Guidelines
2. Plain Language Summary

VI. EDUCATION/TRAINING

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

VII. REFERENCES

- A. California Health and Safety Code section 127400 et seq.
B. B. Federal Poverty Guidelines
C. Internal Revenue Code Section 501(r)

EXHIBIT A

PLAIN LANGUAGE SUMMARY

As a vital part of its charitable mission, Salinas Valley Health Medical Center (SVHMC) serves all persons in Salinas and the larger surrounding community area and provides financial assistance for eligible hospital emergency and medically necessary services to patients who may be unable to pay their hospital bills and who apply for and meet the eligibility requirements in our Financial Assistance Policy (the "Policy"). Under the Policy, if the patient's gross family income is 200% or

less of the established Federal Poverty Level (“FPL”) and the patient meets all other Financial Assistance Program qualification requirements, the entire patient bill for hospital services will be written off. In addition, if the patient’s gross family income is between 201% and 400% of the FPL, and the patient applies for and meets all other Financial Assistance Program qualification requirements, the patient may be eligible for discounts off their financial obligations. Please note that physician services are provided by independent Medical Groups that are not employed by SVHMC and accordingly are not covered under this Policy and are billed for separately by the physician group.

To apply for financial assistance, a patient must simply fill out an application form requesting financial assistance and provide the information requested in the application. The application may be obtained and filed at 3 Rossi Circle, Suite C, Salinas, CA 93907. If you prefer, you may request an application for financial assistance (as well as a copy of the Financial Assistance Policy) by mail at 3 Rossi Circle, Suite C, Salinas, CA 93907 or you may download copies for Free off the internet at <https://www.svmh.com/Patients-Visitors/For-Patients/Billing-Insurance.aspx> The application and the Policy are also available in Spanish if needed and requested. If you need help obtaining or completing an application, please contact Patient Financial Services at 831-755-0732.

If you have any questions about SVHMC’s Financial Assistance Policy including whether you are eligible for financial assistance and how to apply for financial assistance, please contact Patient Financial Services at 831-755-0732.

As described in greater detail in the Policy, patients eligible for financial assistance will not be charged more than the amounts generally billed for patients covered by Medicare fee for service insurance. The Financial Assistance Policy, Financial Assistance Application and this Plain Language Summary are translated into Spanish.

Approval Signatures

Step Description	Approver	Date
Board Approval	Kathryn Haines: Administrative Assistant - PD	Pending
Board Approval	Rebecca Alaga: Regulatory/ Accreditation Coordinator	Pending
ELG	Rebecca Alaga: Regulatory/ Accreditation Coordinator	10/2024
Policy Committee	Rebecca Alaga: Regulatory/ Accreditation Coordinator	10/2024
Policy Owner	Charlotte Wayman: Director Pt Financial Svcs/Pt Registration	09/2024

Standards

No standards are associated with this document

COPY



Last Approved N/A
Next Review 3 years after approval

Owner Sherri Arias:
Procedural Nurse
Manager
Area Patient Care

Insertion of Peripherally Inserted Central Catheters (PICC) Using Ultrasound Guidance for Adult Patients

I. POLICY STATEMENT

- A. N/A

II. PURPOSE

- A. To guide the staff in ensuring adult patients are provided with a reliable vascular access for short, intermediate, or long term intravenous therapy.

III. DEFINITIONS

- A. PICC – A venous access device inserted in the peripheral venous system with the catheter tip located in the superior vena cava or inferior vena cava preferably in the cavo atrial junction.

IV. GENERAL INFORMATION

- A. A Registered Nurse (RN) who has demonstrated competency in the application of Ultrasound and has successfully completed the PICC Certification Program may facilitate catheter placement.
- B. Certified RNs may insert PICC catheters upon successful completion of:
 1. PICC Educational course using ultrasound guidance. Course approved by the Chief Nursing Officer.
 - a. PICC insertion using ultrasound guidance competency and Sherlock 3CG technology.
 - b. Clinical observation of a minimum of ten (10) successful PICC line insertions using ultrasound guidance supervised by an approved instructor, MD, or PICC RN having demonstrated the PICC competency.

- c. New employees with current PICC certification will complete or show proof of basic on-line competencies and be observed for a minimum of three (3) successful PICC line insertions using ultrasound guidance supervised by an approved instructor, MD, or PICC RN.
 2. Evidence of certification will be maintained in the personnel files of the selected RNs.
 3. PICC maintenance care per [CENTRAL VASCULAR ACCESS DEVICES](#) .
- C. Trained PICC nurses may take a Chest Radiograph Assessment Course to be able to assess chest x-rays for proper tip location of PICC lines. Nurse will enter the order to use the PICC line "per protocol".
- D. PICC certified RNs may perform this procedure without physician supervision with an electronic or written order for "Nurse: PICC Insertion." The ordering physician will determine the type and size of catheter to be used, however, PICC nurses may collaborate with the ordering physician for most appropriate catheter. PICC placement will be confirmed by chest x-ray or ECG tip confirmation system.
 1. This procedure is relatively contraindicated if:
 - a. Patient has a bleeding dysfunction (platelet count should be greater than 20,000)
 - b. Patient has a history of thrombosis from a previous central catheter placement.
 - c. Patient is using crutches.
 - d. Renal patients on dialysis need an order from the nephrologists before a PICC line can be inserted.
 - e. Creatinine greater than 2 or GFR less than 43.
 2. Patient selection criteria and indications for PICC insertion.
 - a. Adult patient only.
 - b. Lack of short-term peripheral venous access.
 - c. Infusion of hyperosmolar solutions (TPN, PPN).
 - d. Infusion of chemotherapeutic agents.
 - e. Infusion of sclerosing concentrated drugs.
 - f. Frequent blood draws.
 - g. Daily or every other day IV therapy from 7 days to six-month duration.
 - h. Patient must have adequate peripheral vasculature to accommodate the catheter.
 - i. Patients with severe coagulopathies (hemophilia or thrombocytopenia) should be thoroughly evaluated prior to PICC insertion by the physician and RN.
 3. The PICC RN will consult the referring physician on duty and document any

complications pertaining to the PICC insertion at any time.

V. PROCEDURE

A. Prior to PICC catheter insertion, the clinician will:

1. Review physician's order
 - a. Assess for any allergies to anesthetics, adhesives, or antimicrobial solutions.
 - b. For allergies to Lidocaine or antimicrobial solutions (Chlorhexidine), contact ordering physician to consider alternatives.
2. Collaborate and communicate with the prescribing physician for any relative contraindication to placement.
3. Assess patient lab results for platelet count and renal function. Outpatients' blood work should be within 30 days of PICC placement.
4. Gather supplies and equipment.
5. Verify patient's identity using two approved independent identifiers per hospital policy. [PATIENT IDENTIFICATION POLICY](#)
6. Provide patient with information on catheter insertion procedure including:
 - a. Benefits of specific device
 - b. Management, including infection prevention, hand hygiene
 - c. Potential complications upon insertion
 - d. Signs and symptoms of complications (post insertion) and whom to and how to report.
 - e. Obtain patient's consent per hospital policy. [CONSENT TO SURGERY OR SPECIAL THERAPEUTIC OR DIAGNOSTIC PROCEDURE\(S\)](#)

B. Selection of appropriate vein using Ultrasound.

1. Vein selected for cannulation will accommodate size and length of the catheter. Site selection is based on:
 - a. Patient's condition, age, and diagnosis.
 - b. Vein condition, size, and location.
 - c. Type and duration of prescribed therapy.
 - d. Patient's infusion history.
 - e. Patient's preference for location, as appropriate.
 - f. Aim to place catheters in vein that will allow a catheter to vein ratio of less than 45%.
2. Assess access of intended venous pathway with ultrasound, including upper extremities and chest.
3. Assess internal aspect of the upper arm for veins appropriate for PICC placement.

- a. Basilic (the most suitable due to more direct anatomical direction from the central venous system), but brachial or cephalic vein can also be used.
4. Select appropriate site.
 - a. Avoid arms with compromised circulation – post-breast surgery requiring axillary node dissection, fistulated extremities, extremities with limited mobility and pace maker side.
5. Assess availability of acceptable veins by applying tourniquet approximately 4 inches proximal to antecubital fossa (the vein should be evaluated for catheter sizing without the tourniquet).
6. Palpate and visualize the upper arm to assess vein condition and visually inspect skin integrity.
7. Place ultrasound gel on internal aspect of the upper arm, differentiate artery from veins.
8. With ultrasound guidance, follow desired vein up the extremity assessing for thrombus, ensuring the selected vein is patent.
9. Verify with ultrasound image guidance of the vein compressed and uncompressed.
10. Assess depth of intended vessel for venipuncture.
11. Smaller vessels (catheter-to-vein ratios of less than 45%) should be avoided to reduce the risk of phlebitis and thrombosis.
12. Once the appropriate vein has been selected, mark the skin with a single-use disposable skin marker and measure the distance from the insertion site to the proposed termination of the catheter tip.
 - a. Superior Vena Cava placement: measure from the point of insertion along the proposed vein track to the 3rd intercostal space at the right side of the sternum. Catheter tip should rest in the cavoatrial junction above the right atrium to avoid migration, arrhythmias, and myocardial perfusion.
 - b. Measure the arm circumference in cm three inches above the insertion site and document in electronic health record.

C. Procedure set-up:

1. Perform Time-out per Salinas Valley Health Medical Center (SVHMC) policy. [UNIVERSAL PROTOCOL: PREVENTION OF WRONG PERSON, PROCEDURE, SITE SURGERY OR INVASIVE PROCEDURES POLICY](#)
2. Assemble all equipment
 - a. Place mask on patient when appropriate. Position patient for insertion with arm extended at a 90-degree angle from the body. A 45 to 90 degree angle of the arm allows easier alignment into the central venous system. Head towards arm and shoulder closes off the internal jugular preventing catheter tip mal-position.
 - b. Don mask and cap.
 - c. Disinfect work area with hospital approved cleaning supplies.

- d. Place the Ultrasound System in clinician's preferred location. Power on the system.
 - i. If using Sherlock and 3CG technology:
 1. Ensure documentation (either USB or attached printer) is connected to the ultrasound system.
 2. Prior to calibration, ensure no metal is in close proximity to the Sherlock sensor.
 3. Remove metal objects such as watches, cell phones, name tags, at least 5 feet away from sensor.
 4. Connect fin to sensor.
 5. Place Sherlock 3CG sensor in plastic sensor holder with the fin and ECG leads remaining outside the holder and tighten the cinch ring.
 6. Place the sensor holder directly on the patient's skin with the adhesive side down and high on the patient's chest.
 7. Verify the external ECG waveform is visible and that the P-wave is present, identifiable, and consistent.
 8. Calibrate the system.
- e. Scrub hands and forearms with antimicrobial soap or instant hand antiseptic.
- f. Open the insertion procedural tray, creating a sterile field, open and place other sterile equipment onto the sterile field.
- g. Don sterile gown and sterile gloves.
- h. Flush the catheter lumen(s) and introducer with normal saline.
- i. Verify total catheter length. Assemble per the manufacturer's guide lines. Trim catheter straight across with sterile scissors predetermined length. Trimming may be done prior to insertion once access location is achieved and confirmed. **NEVER TRIM A GUIDE WIRE OR SHERLOCK WIRE.**
- j. Set up and drape a sterile work area around the insertion area.
- k. Position the arm at 45 to 90 degrees extension from the body.
- l. Instruct the patient to turn his/her head away from the insertion site.
- m. Vigorously prep the insertion site from the mid upper arm to mid lower arm using vigorous motion with Chlorhexidine scrub for at least 30 seconds. Allow to air dry completely.
 - i. Apply sterile tourniquet.
 - ii. Remove outer set of gloves (or change to new).
 - iii. Place large sterile sheet drape with insertion site fenestration over the entire patient when possible. If the patient cannot

tolerate his or her face being covered, the drape can be tented and patient can wear a mask or turn head away from insertion site.

- iv. Prepare ultrasound equipment according to manufacturer's directions.
- v. Place sterile cover filled with sterile gel over ultrasound probe.
- vi. Apply additional sterile gel to intended venipuncture location.
- vii. Inject Lidocaine 1% 0.5 to 5ml subcutaneously at intended venipuncture area to obtain local anesthesia. Prior to injection, aspirate for the absence of blood return.

3. Locate desired vein with ultrasound.

- a. Perform venipuncture with ultrasound guidance with 20-21 gauge peripheral catheter.
- b. Observe for brisk blood return and visualize the needle tip in the center of the vein on ultrasound before proceeding.
- c. Place the ultrasound probe down on sterile field.
- d. Insert guide wire via catheter adapter into vein. Gently advance into vein lumen never losing control of the wire.
- e. Remove 20-gauge peripheral short catheter over guide wire, taking care not to remove guide wire accidentally.
- f. If necessary, make small skin nick at dermal puncture site alongside guide wire, taking care not to cause scalpel blade to enter vein. Using a scalpel, hold the blade with the blunt side against the wire.
- g. Pass catheter introducer over guide wire and into vein using a clockwise or counterclockwise motion. The clinician must remain in control of the guidewire at all times.
- h. Once the introducer is located within the vein lumen, withdraw the guide wire and apply dead-end cap or confirm blood return and flush with sterile saline flush.
- i. Release tourniquet aseptically.
- j. Slowly remove the dilator, leaving the peel-away introduce sheath in the vein.
- k. Advance catheter to desired pre-measured tip location through introducer.
 - i. Cardiac dysrhythmias may occur if the catheter is advanced into the heart.
 - ii. Never advance catheter against resistance. Excessive pushing or torque force can lead to perforation of the vein or myocardium.
- l. Measure the length of the catheter remaining outside the skin, and reposition if necessary to the predetermined length in order to ensure

proper catheter tip placement.

- m. Attach 10 ml syringe filled with normal saline, aspirate blood, and flush with normal saline and attached positive pressure cap to catheter hub.
 - n. **NOTE:** When utilizing the ECG tip system refer to manufactures instructions for use for catheter insertion tip guidance and positioning.
 - o. Break the wings and slowly peel away the introducer sheath as it is withdrawn, taking care to allow the catheter to remain in its terminal tip location.
 - p. Clean excess blood from the insertion site.
4. Use Securement Adhesive to stabilize hub.
 5. Apply sterile bio-patch and transparent occlusive dressing.
 6. Discard all sharps in approved sharps container.
 7. Obtain radiological confirmation of catheter tip location or when using ECG tip confirmation system, refer to manufactures instructions for use for catheter insertion tip guidance and positioning. Tip location is preferable mid through lower SVC or Cavo arterial junction.
 - a. **NOTE:** When utilizing the Sherlock 3CG system tip location is confirmed by ECG technology and a chest x-ray may no longer be necessary.
 - i. A copy of the ECG tip confirmation will be printed and put in the patient's chart.
 8. Clean and disinfect ultrasound equipment, according to manufacturer's use and directions.

D. PICC Placement Reassessment

1. When a patient is admitted with a PICC in place, obtain chest x ray to confirm tip location prior to use.
2. If a PICC line is showing signs of malposition (unable to flush and/or no blood return) then obtain a chest x ray to confirm tip location.
 - a. If the PICC is deemed to be in the proper location, may proceed with TPA (Tissue Plasminogen Activator) per [Central Venous Access](#) policy, Attachment B [Declotting a Central Line](#).
3. If the exposed length of the PICC line has changed approximately 5cm (in either direction), then obtain a chest x ray to confirm tip location.

E. Documentation:

1. Document the procedure in patient's medical record under [CENTRAL VASCULAR ACCESS DEVICES](#) and [UNIVERSAL PROTOCOL: PREVENTION OF WRONG PERSON, PROCEDURE, SITE SURGERY OR INVASIVE PROCEDURES POLICY](#).
2. Document in Therapist Desktop
3. Place order for "Central Line: Ok to access"

- a. Select box to flush line with heparin per SVHMC protocol
- 4. Documented evidence of PICC insertion with the use of Ultrasound Guidance Competency will be maintained in the RNs personnel file.
- 5. Annual Skills Review and Competency validation for two documented insertions.

VI. EDUCATION/TRAINING

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

VII. REFERENCES

- A. The Infusion Nurses Society Standards of Practice, 9th edition, 2024
- B. Policies and Procedures for Infusion Therapy, Infusion Nurses Society, 2024

Approval Signatures

Step Description	Approver	Date
Board	Kathryn Haines: Administrative Assistant - PD	Pending
Board	Rebecca Alaga: Regulatory/ Accreditation Coordinator	Pending
CNO	Carla Spencer: Chief Nursing Officer	10/2024
Radiology Medical Director	Michael Basse: PHYSICIAN	10/2024
DI Director	John Kazel: Director Imaging Services	08/2024
Policy Committee	Rebecca Alaga: Regulatory/ Accreditation Coordinator	08/2024
Policy Owner	Sherri Arias: Procedural Nurse Manager	07/2024

Standards

No standards are associated with this document



Last Approved 10/2024
Next Review 10/2024

Owner Stephanie Frizzell: Director Education
Area Patient Care

IV Therapy: Peripheral

I. POLICY STATEMENT

A. N/A

II. PURPOSE

A. To provide guidance to the staff in the insertion technique and subsequent management of peripheral IV cannula.

III. DEFINITIONS

A. N/A

IV. GENERAL INFORMATION

A. N/A

V. PROCEDURE

A. INSERTION

1. Verify physician orders.
 - a. Exception: Patients arriving to the Emergency Department (ED) with pre-hospital IV infusion may continue treatment until ED physician order supersedes.
 - b. Aseptic technique shall be used in all infusion-related procedures, to include healthcare worker (HCW) hand hygiene prior to procedure.
 - c. Appropriate catheter gauge will be selected for intended therapy based upon medications, size of veins, etc. Use the smallest gauge size for the therapy to protect veins

- d. Extension tubing set (single or bifurcated) should be used on all peripheral IV's.
2. Site Selection
- a. Select site for insertion beginning distally and moving proximally.
 - b. Use patient's non-dominant side if possible.
 - c. When selecting site and catheter size consider:
 - i. Vein Assessment
 - ii. Patient History including history affecting site choice such as arteriovenous fistula, mastectomy, lymph node dissection, etc...
 - iii. Drug Assessment
 - iv. Right Line decision
 - d. If the vein is not visible, consider using a vein visualization device.
 - e. If the assessment warrants a skilled nurse to place the peripheral intravenous catheter place a referral through the EMR system.
3. Provide local anesthesia as indicated.
- a. A physician's order is required for:
 - i. Subcutaneous injection of lidocaine for PICC insertion
 - ii. Intradermal injection of lidocaine on pediatric patients
 - b. A physician's order is NOT required for the following and may be ordered by the nurse "per policy:"
 - i. Topical anesthetic cream or intradermal injection of lidocaine on adults
 - ii. Topical anesthetic cream application on a pediatric patient
 - c. The nurse will assess for any allergies prior to lidocaine use.
4. Sodium chloride 0.9% 10ml flush for maintenance of peripheral IV catheter
- a. A nurse can discontinue TKO orders per policy and follow standard flushing protocols
5. Topical Anesthetic Cream: To apply the topical local anesthetic, squeeze cream directly onto the skin forming a thick layer at the site of the intended venipuncture. ****DO NOT RUB THE CREAM INTO THE SKIN****. Cover the creamed area with a transparent semipermeable membrane, smooth down the transparent dressing edges carefully. Ensure edges are secured to avoid leakage and record the time the cream was applied. The cream should remain undisturbed for at least sixty (60) minutes prior to venipuncture or per manufacturer's recommendation. Immediately before the venipuncture, remove the dressing and cream and cleanse the entire area.
6. Cream may be left in place for up to four (4) hours without diminishing its effectiveness if IV procedure is not immediate. Intradermal Lidocaine: Draw up 0.2

ml of Lidocaine Hydrochloride 1% in a Tuberculin syringe. Prep site with alcohol wipe. Raise a wheal in the skin just over or to the side **of the vein by slowly injecting Lidocaine**. Aspirate for blood prior to injecting Lidocaine to assure that the needle is in the intradermal space and not a vein. Wait a few seconds to allow medication to take effect before initiating venipuncture.

7. Apply a tourniquet or a BP cuff on the extremity. Cleanse site with Chlorhexidine gluconate for a minimum of 30 thirty seconds and allow the site to air dry.
8. Perform venipuncture and slide catheter over needle. **DO NOT REINSERT NEEDLE INTO CATHETER AT ANY TIME.**
9. Attach extension set primed with saline and flush. Maintain clamp in closed position after flushing.
 - a. Twin cath" 20/22 IV technique: Due to the length, the twin cath requires a larger, straighter peripheral vein, preferably in forearm.
 - b. After successfully entering the blood vessel, blood flashback appears in the distal **lumen port**.
10. **Stabilize IV catheter** in a manner that does not interfere with asepsis, assessment and monitoring of IV therapy. No tape should be placed under or over a transparent dressing. Sterile gauze dressing is discouraged, however, may be used if the patient is diaphoretic or experiencing excessive oozing at site. When sterile gauze is in place, the dressing and gauze must be changed / removed a minimum of every 48 hours. Apply transparent dressing according to package directions to avoid problems with tubing change. To increase security of IV site, a securement device may be applied or a stockinet may be used to cover the site.
11. Dispose of sharps in sharps container.
12. Ultrasound-Guided Peripheral Intravenous Catheter
 - a. Specially trained clinicians insert ultrasound-guided peripheral intravenous catheters.
 - b. A physician's order is not required for an ultrasound-guided peripheral intravenous catheter as long as IV therapy is ordered.
 - c. The skilled nurse will make the determination if an ultrasound-guided peripheral intravenous catheter is appropriate.
 - d. Ultrasound-guided peripheral intravenous catheters are not acceptable for therapy requiring a central line, such as TPN, etc.
13. Site should be assessed frequently and IV re-started if any sign of inflammation, infiltration, or infection is present. No scheduled restart of peripheral IV cannula is recommended.
 - a. When adherence to aseptic technique cannot be ensured, such as for catheters inserted during a medical emergency (field start), the catheter should be replaced as soon as possible (within 48 hours).

B. SITE CHECKS

1. Check IV site every shift and prn. Educate patient on signs / symptoms of infiltration:

- a. Pain at the site.
- b. Discoloring (blanching, erythema)
- c. Tenderness or numbness
- d. Edema
- e. Localized swelling or induration
- f. Exudate
- g. Increase in skin and body temperatures
- h. Induration with palpable cord

C. IV SITE CARE AND MAINTENANCE Refer to CENTRAL VASCULAR ACCESS DEVICES

1. Peripheral IVs will be flushed with 0.9% sodium chloride for injection:
 - a. Immediately after placement
 - b. Prior to and after fluid infusion or injection
 - c. With IV assessment if not infusing fluids
2. Flush peripheral IV catheter using a pulsatile flushing technique (push-pause motion)

D. IV Solution and Tubing change schedule (Refer to attachment A)

E. DISCONTINUE

1. Discontinue IV when there is evidence of complications such as infection, infiltration, or occlusion, or when IV therapy is terminated.

F. DOCUMENTATION:

1. IV fluids are documented on the MAR
2. Document IV site selection size of catheter used, etc. and/or removal in appropriate EMR screen.

VI. EDUCATION/TRAINING

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

VII. REFERENCES

- A. CDC (2017). HICPAC Guidelines for the Prevention of Intravascular Catheter-Related Infections, 2011. Retrieved from <https://www.cdc.gov/infectioncontrol/pdf/guidelines/bsi-guidelines-H.pdf>
- B. Dunn,H.,& Weston, V. (2016). A framework for selection of vascular access devices. *Nursing times*, 112 (35)16-19.
- C. Frank, Robert. (2021.) *Peripheral Venous Access in Adults. UpToDate*. Retrieved from [Uptodate/contents/peripheral-venous-access-in-adults](https://www.uptodate.com/contents/peripheral-venous-access-in-adults)
- D. Infusion Nurse Society (INS). (2021). *Infusion Therapy Standards of Practice*. 8th edition.

Attachments

[A: IV Tubing and Solution Change Schedule](#)

Approval Signatures

Step Description	Approver	Date
CEO	Allen Radner: President/Chief Executive Officer	10/2024
Chief Clinical Officer	Timothy Albert: Chief Clinical Officer	10/2024
Chief Clinical Officer	Dora Ratcliff: Director Accreditation and Regulatory Compliance	10/2024
Policy Owner	Stephanie Frizzell: Director Education	10/2024



Standards

No standards are associated with this document



Last Approved N/A
Next Review 3 years after approval

Owner Audrey Parks:
Chief Information Officer
Area Information Technology

Meditech System Access

I. POLICY STATEMENT

- A. It is the policy of Salinas Valley Health Medical Center (SVHMC) Information Technology (IT) to provide and maintain an appropriate level of data security in order to provide preventative measures to safeguard and protect the data integrity of the daily operations at SVHMC.
- B. This policy applies to all SVHMC employees, non-employees, affiliates, volunteers, students and its contractors.

II. PURPOSE

- A. The purpose is to provide a policy and procedure for function and data security of the computer systems and applications at SVHMC.

III. DEFINITIONS

- A. *MIS* – Management Information Systems.
- B. *New User* – Part-time, full-time, per-diem and all non-employees (students, temporary employees, faculty and third-party vendors).
- C. *Meditech Application Leader* – An individual/entity who manages data/information in the hospital's Meditech information system.
- D. *EMR* – Electronic Medical Record

IV. GENERAL INFORMATION

- A. N/A

V. PROCEDURE

- A. NON-EMPLOYEES

1. Salinas Valley Health Medical Center requires all non SVHMC employees to submit a written application, complete HIPAA training, and signs a confidentiality agreement prior to the granting of access to the Electronic Medical Record. This policy will apply only to employees of physician office practices.
2. Request for access to the electronic medical record must be in writing. Applications for access are available from the SVHMC Privacy Officer, the SVHMC physician portal or on the SVHMC intranet.
3. Applications must be completed, and signed by the applicant. The application must be signed by the applicant's employer (physician or the practice officer manager) with an attestation by the employer that the employee's job description requires Meditech access. It must be submitted along with a valid photo ID, and a signed confidentiality agreement. Applications will be reviewed and signed by the SVHMC Privacy Officer and forwarded to IT.
4. In addition to HIPAA training, the following policies should be read and reviewed by the requestor:
 - a. [DATA CONFIDENTIALITY](#), #964
 - b. [HIPAA SANCTIONS](#), #981
 - c. [USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION \(PHI\)](#), #1014
 - d. [ACCEPTABLE USE OF INFORMATION SYSTEMS](#), #953
5. Upon successful completion of the application process as outlined in above, an Access Request form shall be completed and signed by the Privacy Officer and forwarded to the Security Officer for final approval and provisioning of access. The form may be found on SVHMC STARNET. \\intranet2\departments\it_public\forms\AccessRequest.pdf

B. NEW USERS

1. Department directors or designees should complete the Access Request form which is available on the Hospital's intranet or by calling the Help Desk at (831) 755-0738 to request access for new users. The form is not required for job roles where access has been pre-defined. See Meditech system's MIS "Person/Profile" and "Access" tables. \\intranet2\departments\it_public\forms\AccessRequest.pdf
2. Human Resources notifies IT of new hires as needed by Hospital's electronic messaging system for authorization to create system accounts for employees, travelers and temporary staff. Department heads will authorize accounts for contractors. Volunteer Services does same for volunteers. Medical Staff Services does same for medical staff.
3. Hospital employees review and sign an Access and Confidentiality Agreement during in processing. Students, temporary employees, faculty and third party vendors should also complete the Access and Confidentiality Agreement available on the Hospital's intranet or by calling the Help Desk at (831) 755-0738. file://intranet2/departments/hipaa/access_confidentiality_agreement.pdf
4. Information Technology will notify the requesting department that the user's

requested account has been provisioned.

C. TRANSFERS

1. Human Resources notifies IT of transfers. Name of transferring employee, date of transfer, new job title and new department information is provided. Meditech access is reviewed at this time.
2. The remainder of this process is the same as for new users as outlined above.
3. NAME CHANGES
4. Human Resources notifies IT of name changes which includes employee's new and prior names.

D. TERMINATIONS

1. Routine Terminations – Human Resources notifies IT via e-mail to a pre-defined distribution list for pending and/or completed employee terminations. IT then disables the network and Meditech access accounts. All e-mail notifications are in accordance with agreed upon e-mail distribution groups.
2. Immediate Terminations – The Department Director/Designee and/or Human Resources contacts the MIS Coordinator for immediate deactivation of the network and Meditech access accounts. Human Resources should call the MIS Coordinator and send the routine notification by e-mail.
3. All Terminations – Human Resources notifies IT by e-mail to confirm the termination notice.
4. Terminations of access are documented on the System Access SharePoint site.

VI. EDUCATION/TRAINING

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

VII. REFERENCES

- A. HIPAA Title II, Administrative Simplification, Standards for Privacy of Individually Identifiable Health Information, Part 164 – Security and Privacy, Sub-Part E; Rules 164.502, 164.504, 164.518 (c).

Approval Signatures

Step Description	Approver	Date
Board	Kathryn Haines: Administrative Assistant - PD	Pending

Board	Rebecca Alaga: Regulatory/ Accreditation Coordinator	Pending
ELG	Rebecca Alaga: Regulatory/ Accreditation Coordinator	10/2024
Policy Committee	Rebecca Alaga: Regulatory/ Accreditation Coordinator	10/2024
Policy Owner	Audrey Parks: Chief Information Officer	10/2024

Standards

No standards are associated with this document

COPY



Last Approved N/A
Next Review 2 years after approval

Owner Michelle Barnhart
Childs: Chief Human Resources Officer
Area Human Resources

Paid Time Off (PTO) - Affiliated Employees

I. POLICY STATEMENT

- A. Salinas Valley Health Medical Center (SVHMC) encourages full-time and part-time staff to take time away from work using their Paid Time Off (PTO) for optimal work/life balance.

II. PURPOSE

- A. The following Paid Time Off (PTO) benefits are described for eligible California Nurses Association (CNA), National Union of Healthcare Workers (NUHW), Engineers and Scientists of California Local 20 (ESC) and Stationary Engineers Local 39 (L39) unless otherwise stated.

III. DEFINITIONS

- A. N/A

IV. GENERAL INFORMATION

- A. For CNA, NUHW and L39: Paid Time Off (PTO) combines current earned vacation with current earned holidays into one bank of Paid Time Off (PTO) for use on a scheduled basis by employees. PTO may be used for vacations, holidays, personal time off, or other excused elective absences. PTO must be scheduled with the immediate supervisor, in advance.
- B. For ESC: Paid Time Off (PTO) combines current earned vacation, holidays, and sick leave into one bank of PTO. PTO may be used for vacation, holidays, illness, emergencies, religious observances, routine health or dental care, personal business, California Paid Sick Leave (PSL) compliance, or other elective excused absences (except for some education leaves, bereavement leave, and jury duty, which shall be paid in addition to PTO). For information related to California PSL, please see the PSL Policy (HR# 6087 CALIFORNIA PAID SICK LEAVE). For information related to Extended Sick Leave (ESL) and eligibility, please reference

- the CBA.
- C. PTO pay period accrual schedules may be referenced in the corresponding collective bargaining agreement (CBA). Regular Part-Time employees accrue PTO on a pro-rated basis as stipulated within the respective CBA.
 - D. The maximum number of PTO hours that may be accrued is two (2) years accrual based on length of service as set forth in the CBA. Once accrual maximum is achieved, the accrual will cease until the balance drops below the maximum.
 - E. The following holidays are eligible for premium pay. Please refer to the corresponding CBA for more information. All holidays are included in the PTO accrual calculations.
 - 1. New Year's Day
 - 2. President's Day
 - 3. Memorial Day
 - 4. Independence Day (4th of July)
 - 5. Labor Day
 - 6. Thanksgiving Day
 - 7. Christmas Day
 - F. Use of PTO during or after the introductory/probationary period of employment will be limited to the employee's accrued PTO balance. During the introductory/probationary period of employment, PTO will be allowed only for the recognized holidays listed above.
 - G. Upon separation of employment, the accrued, unused balance of PTO hours will be paid in the final paycheck. If an employee terminates during the introductory/probationary period of employment and has a negative PTO balance, the negative balance is subject to review.
 - H. PTO hours must be available in the employee's accrual bank at the time the PTO is to be taken in order for the employee to be allowed to take approved vacation. PTO with no hours in the bank may be denied, even if it was approved prior to the scheduled date it was to be taken.
 - I. All eligible employees who do not incur unscheduled time off (See ATTENDANCE GUIDELINES) for that calendar quarter will receive a bonus of an additional eight (8) hours of PTO. This will be prorated for part time employees.
 - J. Any employee who has been involuntarily removed from the work schedule (e.g. due to investigatory, disciplinary action or because the required license/certification/annual health screen requirement has not been met) will not qualify for the PTO bonus incentive program as described in their union contract.

V. PROCEDURE

- A. PTO may be granted only for hours accrued, with the exception of Section E. If verification of hours is necessary, please review Workday or API.
- B. All applicable provisions of Hospital policy and departmental policies must be followed for PTO requests and scheduling. Individual departments/units have policies/procedures that determine core staffing and the number of individuals that can utilize PTO during any given

time frame.

1. Cancellation of PTO must occur 48 hours prior to actual date of requested PTO. Once employee is back on the schedule they may pick up additional shifts.
 2. If PTO is canceled, the employee will be placed back on the schedule at the Department Director's discretion.
 3. If a person has scheduled a PTO day and takes the PTO day off, it will remain deducted from their PTO bank, regardless of the number of hours worked during the pay period.
 4. Cancellations of PTO must be in writing or email to Director/designee.
 5. For CNA: If a nurse has scheduled a PTO day and meets their FTE requirement by picking up additional shifts prior to the scheduled PTO day, they may cancel the scheduled PTO.
- C. All applicable provisions of Hospital policy must be followed for PTO utilization for schedule changes when an employee works another employee's scheduled shift.
1. Approval of schedule changes should occur 48 hours prior to actual date of requested schedule change.
 2. Only one schedule change per employee per pay period is authorized. Additional schedule changes may be permitted at the director's discretion.
 3. Premium Pay must be waived (if eligible) on the schedule exchange form or following department protocol.
 4. First priority for schedule changes are granted by the time submitted.
 5. No schedule exchanges occur in staffing without approval from Director.
- D. An employee may split his/her PTO period subject to the requirements of efficient operation. However, other than for the recognized Holidays above, scheduled PTO may not be split into more than four (4) periods in any calendar year.
- E. If an employee responds to a call-in request to work while they are on PTO, they will be paid at their regular straight-time rate.
- F. Sick hours may not be used or substituted during the course of vacation/PTO.
- G. It is the employee's responsibility to monitor their PTO balance. Disciplinary action will be issued to any employee who takes time off when there are insufficient hours in their PTO bank to cover the time off.
1. Insufficient PTO in the amount of 8 hours or less will result in a Documentation of Verbal Counseling, or progressive discipline as warranted.
 2. Insufficient PTO in the amount greater than 8 hours will result in First Warning Notice, or progressive discipline as warranted.

VI. EDUCATION/TRAINING

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

VII. REFERENCES

- A. CNA Collective Bargaining Agreement
- B. NUHW Collective Bargaining Agreement
- C. L39 Collective Bargaining Agreement
- D. ESC Collective Bargaining Agreement

Approval Signatures

Step Description	Approver	Date
Board	Kathryn Haines: Administrative Assistant - PD	Pending
Board	Rebecca Alaga: Regulatory/ Accreditation Coordinator	Pending
ELG	Rebecca Alaga: Regulatory/ Accreditation Coordinator	10/2024
Policy Committee	Rebecca Alaga: Regulatory/ Accreditation Coordinator	10/2024
Policy Owner	Michelle Barnhart Childs: Chief Human Resources Officer	09/2024

Standards

No standards are associated with this document



Last Approved N/A
Next Review 3 years after approval

Owner Michelle Barnhart
Childs: Chief Human Resources Officer
Area Human Resources

Paid Time Off (PTO) - Non-Affiliated

I. POLICY STATEMENT

- A. Salinas Valley Health Medical Center (SVHMC) encourages full-time and part-time staff to take time away from work using their Paid Time Off (PTO) for optimal work/life balance.

II. PURPOSE

- A. The following Paid Time Off (PTO) benefits are described for eligible Non-Affiliated employees.

III. DEFINITIONS

- A. N/A

IV. GENERAL INFORMATION

- A. Paid Time Off (PTO) combines vacation, holidays, and sick leave into one bank of PTO. PTO may be used for vacation, holidays, illness, emergencies, religious observances, routine health or dental care, personal business, California Paid Sick Leave (PSL) compliance, or other elective excused absences (except for some education leaves, bereavement leave, and jury duty, which shall be paid in addition to PTO). With the exception of PSL, PTO must be scheduled with the immediate supervisor, in advance, except in the case of illness or emergency ("Unscheduled Time Off"). In the event of illness or emergency, PTO will be granted, provided notification of the illness or emergency is given to the supervisor prior to the start of the shift (as per department policy) for which the PTO is to be used. "Emergency" for the purposes of this policy shall be defined as a circumstance for which the employee could not have provided advance notice and be of such compelling and sufficient reason to cause the employee's absence from a scheduled shift. If notice or reason given is not sufficient according to department policy, PTO may be denied. As noted in the California Paid Sick Leave policy, up to 5 days of PTO may be used for California PSL purposes in accordance with

applicable law. Please see the PSL Policy (HR# 6087 [CALIFORNIA PAID SICK LEAVE](#)) for more information about accrual, scheduling and usage of PTO for PSL purposes. In the event there is a conflict between the PSL Policy and the PTO policy, the PSL policy will control with regard to PTO which is used to meet California paid sick requirements.

- B. All full-time and part-time employees who average at least forty (40) hours per pay period are eligible for the PTO Program.
- C. All eligible employees who do not incur unscheduled time off (See [ATTENDANCE GUIDELINES](#)) for that calendar quarter will receive a bonus of an additional eight (8) hours of PTO. This will be prorated for part time employees.
- D. Any employee who has been removed from the work scheduled because his/her required license/certification/registry has expired will not qualify for the PTO Bonus/Unscheduled Time Off Incentive Program.
- E. PTO accrual for full-time employees is calculated according to this table effective January 1, 2017:

Employed	Accrual/per pay period
0-1.999 Years	8.46 hours
2-4.999 Years	10.00 hours
5 – 13.999 Years	13.08 hours
14 – 18.999 Years	13.70 hours
19 – 28.999 Years	14.62 hours
29+ Years	16.15 hours

- F. The maximum number of PTO hours that may be accrued is two (2) years' accrual based on length of service as set forth in the following table. Once the accrual maximum is achieved, the accrual will cease until the balance drops below the maximum accrual.

Employed	Maximum Accrual
0 – 1.999 Years	439.92 hours
2 – 4.999 Years	520 hours
5 – 13.999 Years	680.16 hours
14 – 18.999 Years	712.40 hours
19 – 28.999 Years	760.24 hours
29+Years	839.80 hours

- G. The following holidays are observed. All holidays are included in the accrual calculations above.

Salinas Valley Health Recognized Holidays

1. New Year's Day
2. President's Day
3. Memorial Day

- 4. Independence Day (4th of July)
 - 5. Labor Day
 - 6. Thanksgiving Day
 - 7. Christmas Day
- H. Administration may at its sole discretion determine hours of work. Administration may determine that a department will be closed and that its staff must utilize PTO for time that the department is closed, except that staff will never be forced to use PTO which is set aside for PSL usage.
- I. Use of PTO on or after the 90th day of employment will be limited to the employee's earned PTO balance. During the first eighty-nine (89) days of employment, PTO will be allowed only for the recognized holidays listed above.
- J. At time of separation of employment, employees will be paid the balance of the accrued PTO hours not used at the time of separation. If an employee separates employment during the first 90 days of employment and has a negative PTO balance, the negative balance is subject to review.
- K. PTO hours must be available in the employee's accrual bank at the time the PTO is to be taken in order for the employee to be allowed to take approved vacation. PTO request with no accrual hours in the bank may be denied, even though it was approved prior to the scheduled date it was to be taken.

L. EXTENDED SICK LEAVE (ESL):

- 1. The ESL accrual will be as follows:

Employed	Accrual
0-5 years	1.85 hours per pay period / 48.10 per year
5+ years	1.65 hours per pay period / 42.90 per year

- 2. These hours will be placed in an ESL account and may be used if the employee:
 - a. Qualifies for Leave of Absence or Workers' Compensation benefits; and
 - b. Has completed the first ninety (90) days of employment.
- 3. ESL will be used to supplement SDI or Workers' Compensation benefits during a continuous Leave of Absence. PTO will be used when ESL has been exhausted. During the initial seven-day waiting period for state disability benefits, employees have the option to use their accrued extended sick leave, if applicable.
- 4. ESL may not be cashed out.
- 5. In any calendar year, Family ESL may be used by an employee at his or her request for leave to attend to an illness of a child, parent or spouse of the employee, provided that:
 - a. The employee has completed the first ninety (90) days of employment. The employee may use only the amount of ESL that would be accrued during six (6) months at the employee's then current rate of entitlement at the time the leave is requested for this purpose.

V. PROCEDURE

- A. Requests for use of PTO should be made to the Department Director/Supervisor who has authority and responsibility for review and approval of such requests. Please follow departmental standards for requesting PTO.
- B. Paid Time Off may be granted only for hours accrued and available in the PTO bank, with the exception of Section I. If verification of hours is necessary, review the employee's API report.
- C. All applicable provisions of Hospital and Departmental Policies must be followed. Individual departments/units have policies that determine core staffing and the number of individuals that could be utilizing PTO during any given time frame.
 - 1. Cancellation of PTO must occur 48 hours prior to actual date of requested PTO. Once employee is back on the schedule he/she may pick up additional shift.
 - 2. If PTO is canceled the employee will be placed back on the schedule at the unit leaders discretion.
 - 3. If a person has scheduled a PTO day and takes the PTO day off, it will remain deducted from their PTO bank, regardless of the number of hours worked during the pay period.
 - 4. If a person has scheduled a PTO day and they meet their FTE requirement by picking up additional shifts prior to the scheduled PTO day, they may cancel the scheduled PTO.
 - 5. Cancellations must be in writing to the department Director/designee.
- D. All applicable provisions of Hospital and Departmental Policies must be followed for PTO utilization for exchanges with fellow staff members.
 - 1. Approval of exchanges must occur 48 hours prior to actual date of requested exchange.
 - 2. Only one swap per employee per pay period is authorized, unless otherwise approved by the Department Director/designee.
 - 3. Premium Pay must be waived on the schedule exchange form.
 - a. Copy of completed form sent to individual reconciling payroll.
 - b. Ensure API deducts premium pay.
 - c. Ensure the employee affected and his/her director sign the API form prior to being sent to payroll.
 - 4. First priority for swaps given by time submitted.
 - 5. No schedule exchanges occur in staffing without approval from Director.
- E. An employee may split his/her PTO period subject to the requirements of efficient operation.
- F. If an employee responds to a call-in request to work while he/she is out on PTO, he/she will be paid at his/her regular straight-time rate.
- G. It is the employee's responsibility to monitor their PTO balance. A **First Warning Notice** will be issued to any employee who takes time off when there are insufficient hours in their PTO bank

to cover the time off unless the time off is otherwise protected by law.

H. Documentation:

1. Request for Paid Time Off

VI. EDUCATION/TRAINING

A. Education and/or training is provided as needed

VII. REFERENCES

A. Human Resources policy – [ATTENDANCE GUIDELINES](#)

Approval Signatures

Step Description	Approver	Date
Board	Kathryn Haines: Administrative Assistant - PD	Pending
Board	Rebecca Alaga: Regulatory/ Accreditation Coordinator	Pending
ELG	Rebecca Alaga: Regulatory/ Accreditation Coordinator	10/2024
Policy Committee	Rebecca Alaga: Regulatory/ Accreditation Coordinator	10/2024
Policy Owner	Michelle Barnhart Childs: Chief Human Resources Officer	09/2024

Standards

No standards are associated with this document



Last Approved N/A
Next Review 3 years after approval

Owner Julie Johnson:
Clinical Manager
Area Women's and
Children's
Services

Phototherapy

I. POLICY STATEMENT

- A. N/A

II. PURPOSE

- A. Establish guidelines for infants receiving phototherapy treatment for hyperbilirubinemia.

III. DEFINITIONS

- A. Intensive phototherapy: the use of high levels of irradiance in the 430 to 490- nm band (usually 30-40uW/cm² per nm) delivered to as much of the infant's surface area as possible.
- B. Bili-meter: Phototherapy light sensor to detect and measure irradiance of light sources.
- C. LED Bed: Light Emitting Diode that delivers a high intensity narrow band of light to patient to reduce bilirubin levels; it has been shown to be as effective as traditional blue florescent lights.

IV. GENERAL INFORMATION

- A. Phototherapy may be performed in the mother's room, Neonatal Intensive Care Unit (NICU) and the Pediatric Unit.
- B. Phototherapy may be performed in the Emergency Department prior to appropriate disposition.

V. PROCEDURE

- A. Equipment
 1. Phototherapy may include any combination of the following lights: Fiber optic phototherapy pad (bilipad) with disposable cover, LED banklights, LED bed with disposable cover

2. An infant crib or isolette as appropriate for infant's condition
3. Bili-meter
4. Protective eye covers/bili-mask

B. Set-up

1. Protective eye covers are REQUIRED with this therapy.
2. Fiber optic phototherapy pad (bilipad)
 - a. Place disposable cover over the fiber optic pad with infant image side facing up.
 - b. Place the panel underneath infant. Confirm the panel's illuminated side is facing upward. (The pad side with infant image is in contact with the infant's back.)
 - c. Bilipad may be used while infant is in crib, in isolette or during feeding/skin to skin
3. Bilibed- LED Bed
 - a. Cover top of phototherapy pad mattress with cover.
 - b. Bilibed must remain in a flat position. DO NOT elevate.
 - c. Place bilibed in bassinet or infant crib.
4. LED – Bank lights.
 - a. Place above infant's chest to maintain Bili meter reading of 35uW/cm²/nm.

C. Once the treatment preference is selected, place light for optimal exposure of the infant's skin (see [HYPERBILIRUBINEMIA-INFANT MANAGEMENT & TREATMENT](#)).

1. Evaluate light irradiance using the bili-meter when phototherapy treatment is initiated and once per shift.
 - a. Irradiance level should be within the expected values as indicated for breakdown of bilirubin;
 - i. 30- 35uw/cm²/nm for bilibed or bank lights
 - ii. ≥ 40 for bilipad
 - b. Test phototherapy equipment for proper functioning and efficient output prior to initiating light therapy.
2. Prepare patient
 - a. Explain procedure to parent(s)/legal guardian(s).
 - i. Instruct parent(s)/guardian(s) in correct placement and maintenance of eye cover position.
 - ii. Instruct parent(s)/guardian(s) to limit and cluster care outside of phototherapy to thirty minutes.
 - iii. Instruct parent(s)/guardian(s) on importance of adequate fluid

intake and monitor diaper outputs.

b. Undress infant (in most instances it is not necessary to remove diaper).

3. Operation

a. Monitor and document infant's axillary temperature on initiation of phototherapy, one hour later and then q3hrs or with feeds. Notify the physician of temperature instability or abnormal vital signs.

b. Feedings:

i. Phototherapy may be interrupted for a maximum of thirty (30) minutes per feeding. Cluster nursing care at this time.

ii. Infants wrapped in the fiber optic phototherapy blanket can continue treatment during feedings.

iii. If breastfeeding must be interrupted, obtain breast pump for mother. A lactation consult is required for all breastfed infants undergoing phototherapy treatment. Encourage 8 to 12 breastfeeds in a 24 hr. period. The AAP recommends that if possible, breastfeeding should be continued during phototherapy. [BREASTFEEDING THE NEWBORN](#)

4. Eye care

a. Monitor placement of Bili-Mask

b. Allow periods of unmasked time during phototherapy treatment for developmental/psychosocial infant-parent interactions.

c. For unstable NICU patients, at minimum uncover eyes every three (3) hours (with bililights off) for at least five (5) minutes for visual stimulation and assessment of eyes.

d. Notify Physician of any eye edema, redness, irritation, discharge or drainage to the eyes.

D. Documentation:

1. Documentation is done in the electronic medical record.

a. Document treatment methods, patient response, bilimeter readings, initiation time and date, and the date and time discontinued.

VI. EDUCATION/TRAINING

A. Education and/or training is provided as needed

VII. REFERENCES

A. American Academy of Pediatrics & American College of Obstetricians and Gynecologists. (2017) Guidelines for Perinatal Care. (8th Ed.). Author.

B. NATUS. (2016). NeoBlue quick guide. Retrieved December 10, 2020 from

https://partners.natus.com/asset/resource/file/newborn_care/asset/2020-08/051693K_neoBLUE%20Quick%20Guide_EN_lo-res.pdf

C. (GE, 2019)

Attachments

[A : NeoBlue AAP Guidelines](#)

[B: NeoBlue In-Service Info](#)

[C: BiliSoft User Guide](#)

Approval Signatures

Step Description	Approver	Date
Board	Kathryn Haines: Administrative Assistant - PD	Pending
Board	Rebecca Alaga: Regulatory/ Accreditation Coordinator	Pending
CNO	Carla Spencer: Chief Nursing Officer	10/2024
Director Women's & Children's Services	Julie Vasher: Director Women's & Children's Services	10/2024
Policy Committee	Rebecca Alaga: Regulatory/ Accreditation Coordinator	10/2024
Policy Owner	Julie Johnson: Clinical Manager	10/2024

Standards

No standards are associated with this document



Last Approved N/A
Next Review 3 years after approval

Owner Agnes Lalata:
Director Medical/
Surgical Services
Area Patient Care

Skin Assessment, Pressure Injury - Identification, Prevention and Treatment

I. POLICY STATEMENT

- A. N/A

II. PURPOSE

- A. To guide staff in the process for assessing, preventing, identifying and treating Pressure Injuries.

III. DEFINITIONS

- A. Wound Care Nurse is a Registered Nurse with advanced training and experience in Wound and Pressure Injury Care.
- B. Common Pressure Injury Terms-see Attachment B
- C. NPUAP (National Pressure Ulcer Advisory Panel)

IV. GENERAL INFORMATION

- A. Upon admission and throughout their stay, the patient is assessed for existing Pressure Injuries or Pressure Injury development. During hospitalization, treatment and preventative measures are initiated as indicated.
- B. Upon admission all identified Pressure Injuries must be documented in the EMR

V. PROCEDURE

- A. INITIAL AND ONGOING SKIN ASSESSMENTS
 1. Upon admission initiate a head to toe skin assessment within eight hours using

Standard Precautions and Hand Hygiene. Also assess the body at every shift using the Braden Scale (any patient with a score of 18 or less is identified as at risk for developing pressure ulcers/injuries) see BRADEN RISK ASSESSMENT-ATTACHMENT C.

- a. **When patient is admitted through the ED, as patient's condition warrants, a focused skin assessment will be conducted and co-signed by a 2nd RN as to the condition of the skin.**
 - b. **Upon admission two nurses will assess the patient's skin and document findings on the Body Image. The second RN will co-sign the intervention.**
 - c. **When patient is transferred from one level of care to another (i.e. Progressive Care to General Care and vice versa) a focused skin assessment will be conducted and co-signed by a 2nd RN, aka a "Skin Check."**
 - d. **When patient is laterally transferred (i.e. General Care/ONS to General Care/Peds) the accepting nurse will need to add the Body/Skin Image-Transfer intervention on the work list and will need to be co-signed by a 2nd RN, aka a "Skin Check."**
 - e. Any medical device which the patient is admitted with, or which is applied after admission will be assessed for pressure points. NOTE: contact physician to determine if the medical device can be safely removed so that the skin beneath the device can be assessed for integrity.
 - i. Medical Devices include but are not limited to: tubing, straps, ace wraps/SCDs, compression stockings, braces, collars and masks.
 - f. Alteration in mobility
2. Preventive measures for patients with a Braden score of 18 or less may include:
 - a. Communication with the Wound Care Nurse for any question
 - b. Consult with the Wound Care Nurse for further assessment for patients with documented pressure ulcer/injury.
 3. Patients who are nutritionally compromised with documented pressure ulcers/injuries are to be assessed by a Registered Dietitian within 24 hours and will develop and implement a nutritional care plan.

B. PREVENTION

1. Skin Care and Early Treatment
 - a. Inspect skin daily. Keep skin clean, dry, intact and moisturized. Apply protective barrier when indicated. Inspect all potential pressure spots. Pay attention to devices and to pressure spots related to positioning.
 - i. Examples include but not limited to: tubing; ace wraps; trachs, straps
 - b. Minimize skin exposure to excess moisture. When moisture cannot be

controlled, use under pads or briefs that are absorbent. (Do not use more than 2 overlays.)

- c. Assess and treat urinary incontinence. Cleanse skin at time of soiling
 - d. Avoid massage over bony prominences.
 - e. Apply preventative dressings over bony prominences as needed.
 - f. Ensure adequate hydration.
 - g. Turn patient and document positioning at least every two hours. While turning the patient also check the skin for moisture/incontinence, and document any changes noticed.
 - h. Manage mobility per [mobility protocol](#).
2. Skin Care Bariatric – for Obese Patients with BMI (Body Mass Index) at 30 or greater, in addition to care outlined in PREVENTION, 1. Skin Care and Early Treatment (refer to ATTACHMENT G : SKIN CARE BARIATRIC).
3. Nutrition – nutrients adequate to support healing and to ensure adequate dietary intake to prevent malnutrition including:
- a. Investigating factors that compromise an apparently well-nourished patient's dietary intake.
 - b. Reviewing pertinent lab tests.
 - c. Comorbidities- which includes but not limited to:
 - i. Diabetes
 - ii. Neuropathy
 - iii. Chronic Kidney Disease
 - iv. Heart Failure
 - v. Peripheral Vascular Disease
 - vi. Hip Fracture
 - d. Pressure Reduction/Relief - i.e., positioning, foot cradle, heel lift devices, etc.
 - i. Reduce shear and friction. Utilize friction reducing slide sheets for transfers.
 - ii. Maintain HOB 30 degrees or less (unless contraindicated).
 - iii. Ensure pressure relief surface feature (if present) is activated on bed and provide heel pressure relief.
 - iv. Initiate patient/caregiver education about preventative measures.
 - e. Patient/Family/Caregiver Education
 - i. Education should involve the patient and/or the caregiver, in the prevention strategies and options, including information on pain

and/or discomfort, possible outcomes, and treatment duration, if known.

C. PRESSURE ULCER/INJURY IDENTIFICATION. Contact a Wound Care Nurse for any question/ issues regarding staging or worsening condition of pressure injury. A Wound Care Nurse will evaluate patient risk for or actual skin impairment, unless other orders are received by the physician.

1. Staging Pressure Injury- On Admission and at Discovery of New Pressure Injury, RN to stage the Injury and document in Body Image Screen in EMR: once WC RN is consulted, WC RN to confirm correct staging is in place. (November 2018) refer to glossary in Attachment B for common pressure ulcer/injury definitions.
2. Size (length, width, & depth in cm) measured and documented on admission, a new finding, significant changes, weekly and at discharge.
3. Sinus tracts/undermining/tunneling (if applicable)
4. Exudate
5. Necrotic tissue (if applicable)
6. Granulation tissue (if applicable)
7. Epithelialization (if applicable)

D. PHOTO DOCUMENTATION AND MEASUREMENTS

1. Inform the patient of photo documentation/measurement (refer to Attachment F). All information including pressure ulcer/injury location measurements and description will be documented in the electronic medical record.
2. Contact the Wound Care Nurse for all pressure ulcer/injury-related issues, staging, and/or worsening condition of ulcer/injury. Specialty beds may be ordered by the Unit RN for patients with pressure ulcers/injuries following specific guidelines. Patients with stage III, IV or multiple (3 or more) stage II PU's would warrant ordering a specialty bed.

E. INTERVENTIONS: TREATMENT – See Attachment E

1. Encourage dietary intake if the patient is malnourished and is on PO diets,
2. Collaborate with dietician to implement nutritional support
3. Pre-medicate before dressing changes and /or debridement to help prevent or minimize pain and discomfort. Request an MD order if pre-medicating is necessary.
 - a. Pain - It should not be assumed that because a patient cannot express or respond to pain that it does not exist. Assess for pain related to the pressure ulcer/injury or its treatment in order to provide effective pain management. Follow current [PAIN MANAGEMENT](#) policy.
4. Alleviate the source of pain by doing the following:
 - a. Covering/Protection of pressure injury(s) with Dressing.
 - b. Adjusting and or ordering support surfaces
 - c. Repositioning.

5. In general, irrigate pressure ulcers/injuries with N/S (normal saline) in spray can that will deliver adequate PSI to thoroughly cleanse wound bed, and not inoculate deeper tissue with bacteria at each dressing change. Use Other Cleansing solutions, Acetic Acid, Dakin's, Povidone Iodine, etc. only as ordered by Physician.
6. For all patients with a pressure ulcer/injury, place a green armband on the patient.

F. WOUND CARE CONSULT FOLLOW UP

1. Upon receipt of a wound care consult the wound care nurse:
 - a. Assesses the wound(s)
 - b. Collaborates with the healthcare team to formulate a treatment plan of care
 - c. Assesses the need for specialty beds/overlay if not ordered.
 - d. Documents assessment findings in electronic medical record
 - e. Serves as a resource in pressure injury care

VI. EDUCATION/TRAINING

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

VII. REFERENCES

- A. Black, Joyce, PhD, RN, CWCN, FAAN. (2016 February). Deep Tissue Injury: A Dangerous Form of Pressure Ulcers. Power Point presented at the PCR WOCN Annual Conference Newport Beach, CA.
- B. Ratliff, Catherine R, PhD, GNP-BC, CWOCN, CFCN. (2016, June). Updates: 2016 WOCN Society Guideline for Prevention and Management of Pressure Ulcers (Injuries). Power Point presented at the WOCN Annual Conference, Montreal, Quebec, Canada.
- C. NPUAP National Pressure Ulcer Advisory Panel. Pressure Injuries and Staging; Position Statement on Staging – 2017 Clarifications; Position Statement – Hand Check Method; is it an Effective Method to Monitor for Bottoming out? Retrieved 11/8/18, from <https://www.NPUAP.org>
- D. Black J, Clark M, Dealey C, Brindle CT, Alves P, Santamaria N, Call E. Dressings as an adjunct to pressure ulcer prevention: Consensus Panel Recommendations. Int Wound J 2014 ;(1-5). Doi:10.1111/iwj.12197.

Attachments

[A: Common Pressure Ulcer/Injury Sites](#)

[B: Glossary of Common Pressure Ulcer/Injury Terms](#)

[D: Pressure Ulcer/Injury Dressing Algorithm](#)

[E: Intervention / Treatment of Pressure Injuries](#)

[F: Pressure Ulcer/Injury Photo Documentation](#)

[G: Skin Care Bariatric](#)

Approval Signatures

Step Description	Approver	Date
Board	Kathryn Haines: Administrative Assistant - PD	Pending
Board	Rebecca Alaga: Regulatory/ Accreditation Coordinator	Pending
CNO	Carla Spencer: Chief Nursing Officer	09/2024
Policy Committee	Rebecca Alaga: Regulatory/ Accreditation Coordinator	09/2024
Policy Owner	Agnes Lalata: Director Medical/Surgical Services	09/2024

Standards

No standards are associated with this document



Last Approved N/A
Next Review 3 years after approval

Owner Gary Ray: Chief Legal Officer
Area Administration

Standards of Ethical Business Practices

I. POLICY STATEMENT

A. N/A

II. PURPOSE

A. Salinas Valley Health (SVH) has adopted a CORPORATE COMPLIANCE PROGRAM that incorporates its policies and procedures for promoting compliance with the law and preventing and detecting violations. SVH has determined that the appropriate approach to compliance is to organize, centralize and formalize compliance policies and procedures. These Standards are part of that program.

III. DEFINITIONS

A. N/A

IV. GENERAL INFORMATION

- A. The mission of SVH recognizes that earning and maintaining a reputation for integrity encompasses more than compliance with law, regulations and contractual obligations.
- B. The mission of SVH is to provide quality healthcare to our patients and to improve the health and well-being of our community. The vision of SVH is to be a center of excellence where an inspired team delivers compassionate and culturally sensitive care, outstanding quality, and an exceptional patient experience.
- C. It is each individual's responsibility to be familiar with and abide by the standards set forth. These standards cannot address every possible circumstance we may encounter in performing our duties. We are expected to use good judgment and may consult our supervisor, the Director of Contracting and Compliance, or the Chief Legal Officer (Compliance Officer) when appropriate.

- D. Managers and above have an additional responsibility to instruct and advise those who report to them on legal policies and requirements applicable to their job functions.
- E. Everyone who receives a copy of this policy is expected to comply with its requirements.
- F. All employees, applicable contractors or agents, physicians, members of governance, vendors, contractors, and volunteers ("we" for purposes of this document) will conduct ourselves with the utmost integrity and in compliance with all applicable laws, regulations and policies at all times and will conduct business in an ethical and trustworthy manner.
- G. Each employee or representative of SVH shall conduct SVH's business transactions with honesty, accuracy, fairness and respect for others. No unethical practices can be resorted to on the grounds that it is "customary" or that it serves other worthy goals. The expediency should never compromise integrity.

V. PROCEDURE

A. STANDARDS

1. STANDARDS OF ETHICAL BUSINESS PRACTICES

- a. Integrity in the broadest sense must govern our actions in all relationships, including those with patients, referral sources, suppliers, providers and one another. SVH has instituted the CORPORATE COMPLIANCE PROGRAM in accordance with federal guidelines. We must all be personally committed to follow our Compliance Program in order to comply with all Applicable federal, state, and local laws and regulations governing our business conduct.
- b. The Corporate Compliance Program applies to all directors, employees (including management and members of governance), medical staff members, volunteers, contractors and agents of SVH. We will conduct all business in accordance with applicable laws and regulations. We will also conduct our business in an ethical and trustworthy manner. We will display the qualities and character of professionals at all times in the treatment of patients, interaction with visitors, physicians, volunteers, fellow employees, contractors, and the community at large.
- c. Each of us has an important role in ensuring compliance with applicable laws, regulations, these standards, and our policies and procedures. We are encouraged to ask questions or seek clarification to better understand compliance responsibilities.
 - i. Compliance with these rules of ethics and business conduct can become very confusing. Common sense and sound judgment are our best guides in determining the appropriateness of the behavior and necessary course of action. However, if we find ourselves in a situation where we are unsure of the ethical implications, we can ask ourselves a few simple questions.
 - a. Are my actions legal?
 - b. Am I being fair and honest?

- c. Is this in the best interest of SVH and the patients we serve?
 - d. Will my actions stand the test of time?
 - e. How will I feel about myself afterward?
 - f. How will it look in the newspaper?
 - g. Will I sleep soundly tonight?
 - h. What would I tell my child to do?
- ii. If we are still in doubt or need clarification, there are numerous resources available to assist us in meeting the challenges of performing our duties and responsibilities. It is always a good idea to go to our supervisor first. If we believe that our concern needs further resolution, feel free to use the following resources:
- a. Human Resources at (831) 755-0759
 - b. Director of Contracting and Compliance (Compliance Officer) at (831) 759-1958.
 - c. Reports concerning compliance issues may also be made anonymously and electronically through our Compliance Hotline, EthicsPoint at <https://www.ethicspoint.com>. You will be given a report number and may log in under that report number to follow-up.
 - d. SVH has a [NON-COMPLIANCE REPORTING AND RESPONSE AND NON-RETALIATION POLICY](#). There will not be a penalty for good faith reports regarding compliance issues; however, self-reporting does not protect us from any consequences for engaging in inappropriate activities. If you feel you may have been retaliated against for a good faith report, you may call Human Resources at the number above.

2. STANDARD: COMPLIANCE WITH LAWS AND REGULATIONS (Service Pillar)

Healthcare is a highly regulated business that requires compliance with many federal and state laws and regulations. It is important to stay informed and be diligent about the work we perform.

- a. As a California Public District Hospital we must comply with California Local Health Care District Law. These laws are incorporated into our policies and procedures.
- b. Following is a summary of certain federal and state laws related to fraud, waste, and abuse: (For further information, see *COMPLIANCE PLAN*.)
 - i. **Anti-Kickback.** The federal Anti-Kickback Statute is a criminal law that prohibits the exchange or offer of anything of value to induce or reward referrals of federal health care program

business. Many states, including California, also have their own state anti-kickback statutes that are similar to the federal Anti-Kickback Statute.

- ii. For example, the federal Anti-Kickback Statute prohibits any SVH employee from accepting or granting bribes or kickbacks (e.g., cash, in-kind contributions, subsidies in exchange for referrals of Medicare patients or Medicare business to SVH. For further information, please see [GIFT, TICKET AND HONORARIA POLICY](#)
- iii. **False Claims Act (FCA).** The federal FCA prohibits anyone from submitting claims they know, or should know, are false or misleading to the government. California also has a similar state false claims act provisions. It is important to completely, accurately, and clearly document all services rendered and only submit claims for which sufficient documentation is in the medical record. For further information, please see SVH' [FALSE CLAIMS ACT PROVISIONS POLICY](#).
- iv. Examples of actions that may violate the federal or California False Claims Acts include:
 - a. Billing for services not rendered in full or in part by a qualified medical professional
 - b. Duplicate billing to the same payer
 - c. Billing more than one payer for the same service at the same time
 - d. Billing that does not reflect the actual items or services provided
 - e. Up-coding
- v. **Physician Self-Referral (Stark) Law.** The Stark Law prohibits physicians from referring patients for "designated health services" to an entity with which the physician has a financial relationship unless a Stark Law exception applies. In addition, an entity (e.g., hospital) receiving the prohibited Stark Law referral is prohibiting from billing Medicare for any designated health service associated with that referral. The term "designated health services" includes inpatient and outpatient hospital services.

For example, the Stark Law would prohibit a physician from referring a patient to Salinas Valley Health for inpatient or outpatient hospital services, and prohibit the Hospital for billing Medicare for those services, if that physician has a financial arrangement (e.g., a medical director agreement or on-call coverage agreement) with the Hospital that does not meet a Stark Law exception.

- vi. **Antitrust.** We must all comply with antitrust laws regulating competition. Antitrust laws are intended to prohibit an unfair competitive advantage.

3. **STANDARD: QUALITY OF CARE (Quality Pillar)**

We are committed to treating all patients equally and with dignity and respect regardless of their ability to pay and to provide a safe healthcare environment for all employees, patients, families, and visitors. Following are ways we can do that.

- a. **Administer and Record Healthcare Services Properly.** Patient care must be appropriate, medically necessary, and well documented.
- b. **Emergency Medical Treatment and Active Labor Act (EMTALA).** We will treat all patients who present to the Emergency Department regardless of their ability to pay. For further information, see the [CORPORATE COMPLIANCE PROGRAM](#)
- c. Other ways we facilitate compliance with this standard include:
 - i. Care for patients as unique and important individuals.
 - ii. Not discriminate in the admission and/or treatment of patients or the provisions of accommodations and services based on race, creed, disability, nation or origin, or any other legally protected class of individuals.
 - iii. Make decisions to treat, admit, transfer, or discharge a patient within the limits of our capabilities to render care or service and in a manner that addresses the clinical needs of the patient.
 - iv. Promote a caring, concerned, compassionate healthcare delivery system.
 - v. Develop and refine an integrated delivery system.
 - vi. Represent ourselves in an honest, decent, and proper manner in all interactions with our customers and the community.
 - vii. Protect the integrity of clinical-decision making regardless of how providers of care are compensated or shared risk arrangements are structured.
 - viii. Respect our patients' rights to be informed of the existence of business partnerships among our hospitals, educational institutions, other healthcare providers, payers, or networks that may influence the patients' treatment and care.
 - ix. Collaborate with educational institutions to enhance health education for the community, its patients, and employees.

4. **STANDARD: WORKPLACE CONDUCT AND EMPLOYMENT PRACTICES (Quality, People Pillars)**

- a. Each of us has the right to work in an environment free of disruptive behavior, harassment, or discrimination. Patients, visitors, and guests have

the right to receive care in a safe place.

- i. **Safe Workplace.** We are strongly committed to health and safety and strive to provide a safe and healthful environment at SVH. Each of us is responsible for creating and maintaining a safe environment at SVH for all employees, patients, families, and visitors. The following plans have been developed to support our efforts. Each of us is responsible to comply with those plans:
 - a. [PATIENT SAFETY PROGRAM PLAN](#)
 - b. [HAZARDOUS MATERIALS & WASTE MANAGEMENT PLAN](#)
- ii. **Harassment.** No form of harassment will be permitted at SVH. Harassment includes verbal, non-verbal, or physical conduct intended to intimidate, or threaten another individual. For further information, see the [STANDARDS OF PROFESSIONAL BEHAVIOR](#) and [DISCRIMINATION/HARASSMENT POLICY](#))
- iii. **Discrimination.** We believe in the fair treatment in our internal and external business dealings. It is our policy to treat employees without regard to their race, color, religion, gender, ethnic origin, age, disability, sexual orientation, or any other classification prohibited by applicable law. We recruit, hire, train, promote, assign, transfer, layoff, recall, and terminate employees based on their ability, achievement, experience, and conduct. (For further information, see the [STANDARDS OF PROFESSIONAL BEHAVIOR](#) and [DISCRIMINATION/HARASSMENT POLICY](#) .)
- iv. **Exemption from Job Responsibilities.** An employee of SVH may be excluded from the performance of a job responsibility for reasons of religious or cultural beliefs. However, this exclusion may only occur if it does not negatively affect the care, treatment, and/or services provided to any SVH patient.

5. STANDARD: PRIVACY AND CONFIDENTIALITY (Community Pillar)

The protection of the privacy and confidentiality of information created and/or obtained in the course of business is of the utmost importance. Each of us has the duty to use this information responsibly.

- a. **Protected Health Information.** Due to the nature of our business, we have access to personal information about our patients' health. It is our responsibility to safeguard this information and to only access, use or disclose personal information in accordance with applicable laws, including the Health Insurance Portability and Accountability Act (HIPAA) of 1996, as amended. (For further information, see the [CORPORATE COMPLIANCE PROGRAM](#) and the [USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION \(PHI\)](#) .)

- b. **Personal information.** We treat as confidential personal employee information including salary, benefits, and personnel file information. This should only be accessed and/or used when appropriate in the performance of our job responsibilities.
- c. **Property.** We are also committed to use corporate property responsibly and for its intended use.
- d. **Security.** We are all responsible for the appropriate use of the security measures at our disposal, including confidential login credentials, passwords, access badges, and keys. (For further information, see the [CORPORATE COMPLIANCE PROGRAM](#) and the [INFORMATION MANAGEMENT PLAN](#) .)
- e. **Social Media.** Social media presents a special challenge for healthcare providers. We are expected to use social media responsibly and in compliance with our policies and procedures related to privacy, confidentiality, and security.

6. STANDARD: BUSINESS AND PERSONAL CONDUCT (People Pillar)

- a. We are committed to conducting business in a professional and ethical manner and in the best interests of SVH. Following are values and standards that apply to that conduct.
 - i. **Conflict of Interest.** Each of us will avoid any relationship, influence, or activity that might impair our abilities to make objective and fair decisions when performing our jobs. According to the [CONFLICT OF INTEREST](#) approved by the Monterey County Board of Supervisors, certain employees, contractors, and members of governance must disclose potential conflicts of interest. Even if we are not required to disclose, it is still important to let our supervisors know of any potential conflicts. (For further information, see the [CORPORATE COMPLIANCE PROGRAM](#) .) Examples include:
 - a. Becoming employed by a potential competitor, regardless of the nature of employment, while still working at SVH.
 - b. Owning or having substantial financial interest in a company that competes with or sells supplies to SVH.
 - c. Accepting of gifts, payments, or services from those seeking to do business with SVH.
 - d. Purchasing of goods or services for SVH from a firm owned or controlled by an employee or close relative of an SVH employee.
 - e. Acting as a consultant to SVH customers, competitors, or suppliers.
 - ii. **Gifts and Gratuities.** We are prohibited from receiving or

soliciting gifts or gratuities from patients and their families. Gifts and gratuities may include cash, gift cards, services, entertainment, or anything of value. A patient or patient's family member wishing to present a monetary gift should be referred to the Foundation. (For further information, see the [GIFT, TICKET AND HONORARIA POLICY](#).)

7. **STANDARD: BILLING, NEGOTIATIONS, AND FINANCIAL REPORTING (Financial Pillar)**

- a. **Billing Practices.** We will be fair and consistent with our mission and sound business practices. We will endeavor to provide an accurate, timely, understandable bill for services rendered and inform patients about the charges for which they are responsible. We will resolve expeditiously a question about a charge. Other responsibilities include:
- i. Billing only for services provided and ordered by a physician.
 - ii. Using accurate billing codes that reflect accurately the services furnished.
 - iii. Refunding credit balances on a timely basis.
 - iv. Not billing patients for contractual allowances.
 - v. Not billing patients or insurers for avoidable unexpected outcomes.
 - vi. Not writing off or adjusting claims without documenting the reason and following applicable Business Office policies and procedures.
 - vii. Not offering financial incentives to improperly code, charge, or bill a claim.
- b. **Purchase Negotiations.** In the purchase of goods or services for SVH, we will treat all suppliers uniformly and fairly. In deciding among competing suppliers, we will weigh all facts and avoid favoritism. (For further information, see the [PROCUREMENT MANUAL](#).)
- c. **Financial Reporting.** Each of us is responsible to utilize SVH assets and resources in the most efficient and effective manner. SVH has established and maintains a standard of accuracy and completeness in its financial records. We will comply with the recording requirements of applicable laws, and generally acceptable accounting principles. (For further information, see the [CORPORATE COMPLIANCE PROGRAM](#).)

8. **STANDARD: COMMUNICATIONS (Quality, Financial Pillars)**

- a. Suppliers, vendors, trade and professional organizations, and others may seek endorsement or testimonial from SVH employees. Whether or not payment or consideration is offered in return for the endorsement or testimonial, no SVH employee may agree to an endorsement or testimonial without specific approval by the President/CEO or designee. Should this be approved, the approval will be in writing.

- b. Required community disclosures will be transparent, accurate, and timely.
- c. We will advertise using ethical and honest business practices and in compliance with applicable laws. We will also make clear in our marketing those services that are provided by an organization affiliated with SVH.

Prohibited marketing practices include:

- i. Providing bonuses, incentives, kickbacks, or bribes to induce or obtain referrals or admissions.
- ii. Inaccurate statements about the availability or quality of our services.
- iii. Untruthful allegations or assertions about other healthcare providers.

9. **STANDARD: RESEARCH, INVESTIGATIONS, AND CLINICAL TRIALS (Growth, Quality Pillars)**

- a. SVH is engaged in clinical research involving human subjects. As such, we are required to adhere to rules promulgated by the Food and Drug Administration (FDA), Office for Civil Rights (OCR), Office of Inspector General (OIG), Medicare/CMS, as well as state laws and local standards for patient rights. The rights of these subjects are protected in accordance with national and international standards. (For further information, see [CORPORATE COMPLIANCE PROGRAM](#) .)

B. Documentation:

- 1. Attendance at educational sessions will be documented.
- 2. Completion of E-learning is monitored and reports are made available to all department managers /designees quarterly. Records are retained by the Education Department.
- 3. Attendance at New Employee Orientation will be documented.
- 4. Records are retained by the Education Department.

VI. EDUCATION/TRAINING

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

VII. REFERENCES

- A. American Hospital Association (AHA) Guidelines for Corporate Compliance Programs
- B. The Joint Commission , Human Resources, Leadership and Medical Staff
- C. Title 22 Article 70701 – Governance Standards
- D. Society of Corporate Compliance and Ethics, **The Complete Compliance and Ethics Manual 2021**
- E. Department of Justice/Office of Inspector General Guidelines for Corporate Compliance Program

- F. 2018 Federal Sentencing Guidelines Manual Chapter 8, Part B2
- G. United States Federal Register, Volume 63, No. 35, Monday, February 23, 1998 "Notices", pp. 8987-8993
- H. United States Federal Register, Vol. 70, No. 19, Monday, January 31, 2005, "Notices", pp. 4874-4875
- I. HCCA-OIG Compliance Effectiveness Roundtable "Measuring Compliance Program Effectiveness: A Resource Guide", January 17, 2017

Approval Signatures

Step Description	Approver	Date
Board Approval	Kathryn Haines: Administrative Assistant - PD	Pending
Board Approval	Rebecca Alaga: Regulatory/ Accreditation Coordinator	Pending
ELG	Rebecca Alaga: Regulatory/ Accreditation Coordinator	10/2024
Policy Committee	Rebecca Alaga: Regulatory/ Accreditation Coordinator	09/2024
Policy Owner	Gary Ray: Chief Legal Officer	09/2024

Standards

No standards are associated with this document

*QUALITY AND EFFICIENT
PRACTICES COMMITTEE*

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

(ROLANDO CABRERA, M.D.)

Financial Performance Review

September 2024

Finance Committee

Scott Cleveland

For the Chief Financial Officer

Consolidated Financial Summary For the Month of September 2024

\$ in Millions	For the Month of September 2024			
	Actual	Budget	Variance fav (unfav)	
			\$VAR	%VAR
Operating Revenue	\$ 68.2	\$ 61.0	\$ 7.2	11.9%
Operating Expense	\$ 64.8	\$ 62.1	\$ (2.7)	-4.3%
Income from Operations *	\$ 3.5	\$ (1.1)	\$ 4.6	417.5%
<i>Operating Margin %</i>	5.1%	-1.9%	7.0%	368.42%
Non Operating Income **	\$ 7.2	\$ 3.0	\$ 4.2	140.0%
Net Income	\$ 10.7	\$ 1.9	\$ 8.8	462.7%
<i>Net Income Margin %</i>	15.7%	3.1%	12.6%	406.5%

****Non Operating Income was above budget due to:**

- \$3.8M Favorable Investment Income

Executive Summary: Financial Performance

Salinas Valley Health Income from Operations was \$3.5 million for the month which was favorable to budget by \$4.6M. The favorable financial performance for the month was driven by the following:

Key Favorable Performance Highlights:

- **Outpatient revenue** was very strong compared to budget by \$20M (14%), due to higher than budgeted patient volumes in the following areas:
 - **OP surgeries** were over budget by 13% (33 cases)
 - **OP Infusion cases** were over budget by 12% (116 cases)
 - **CT Scans** were over budget by 15% (270 scans)
 - **MRI Scans** were over budget by 13% (32 scans)
- **Inpatient Surgeries** were over budget by 14% (17 cases)
- **Deliveries** were over budget by 15% (17 cases)
- **Total inpatient admissions** were 10% (84 admits) above budget
- **Non-Operating Revenue** was favorable by \$4.2M, primarily as the result of favorable investment performance

Executive Summary: Financial Performance – Cont'd

■ Key Favorable Performance Highlights (Continued):

- **Average Daily Census** was 118 patients compared to a budget target of 117
- **Average Length of Stay** was 9% favorable to budget at 3.68. All payor average length of stay CMI adjusted was favorable to budget by 3% at 2.4
- **Payor Mix** was favorable with higher than budget utilization of gross revenue for Commercial; up 13%

■ Key Unfavorable Performance Highlights:

- ✓ **Mammography** cases were below budget 7% (183 cases)
- ✓ **Medi-Cal utilization** was up 8% from budget

Consolidated Financial Summary

YTD September 2024

\$ in Millions	FY 2024 September YTD			
			Variance fav (unfav)	
	Actual	Budget	\$VAR	%VAR
Operating Revenue	\$ 198.2	\$ 186.6	\$ 11.6	6.2%
Operating Expense	\$ 192.5	\$ 189.7	\$ (2.8)	-1.5%
Income from Operations *	\$ 5.8	\$ (3.1)	\$ 8.9	286.8%
<i>Operating Margin %</i>	2.9%	-1.7%	4.6%	270.6%
Non Operating Income **	\$ 18.9	\$ 9.1	\$ 9.8	107.7%
Net Income	\$ 24.7	\$ 6.0	\$ 18.7	311.5%
<i>Net Income Margin %</i>	12.4%	3.2%	9.2%	287.5%

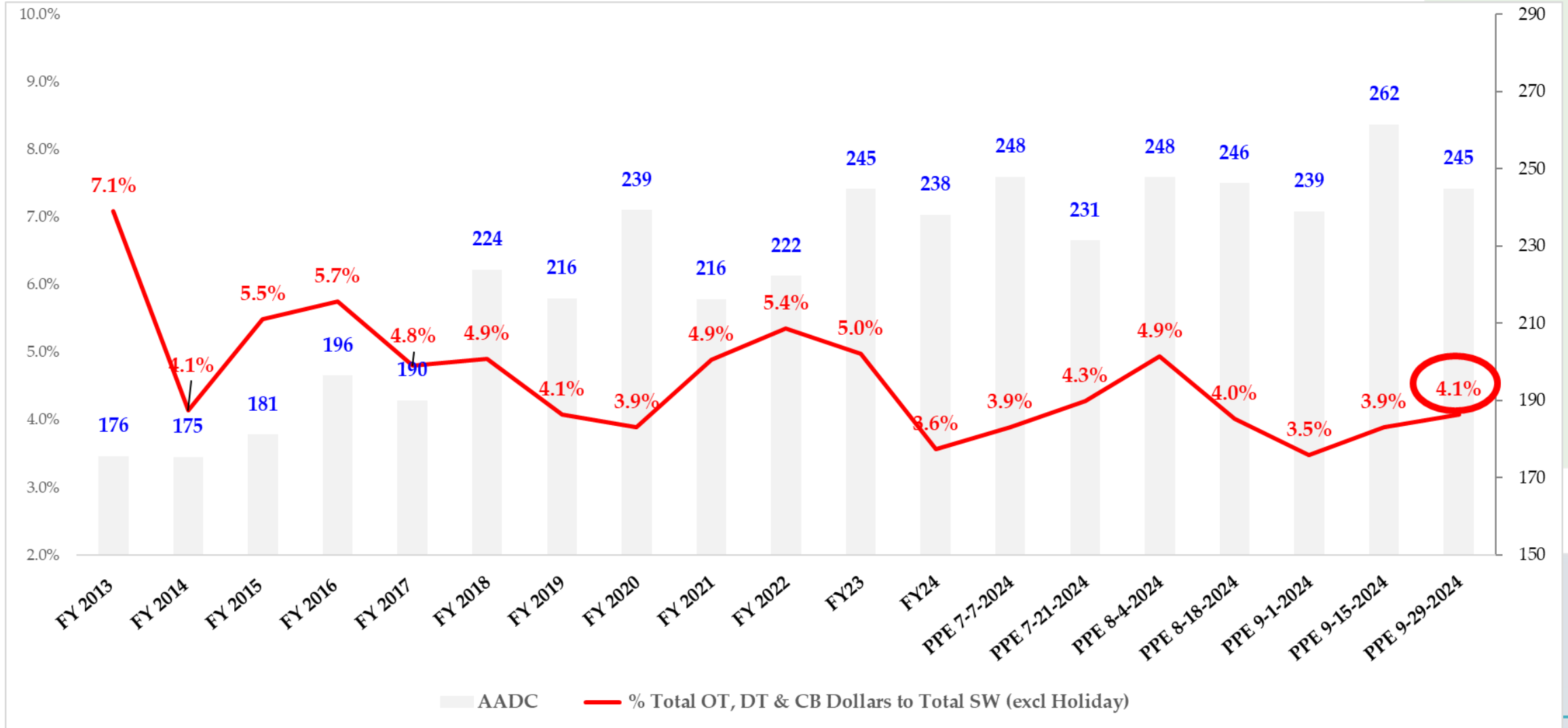
****Non Operating Income favorable budget impact includes \$10.1M Favorable Investment Income**

Labor Productivity – September 2024

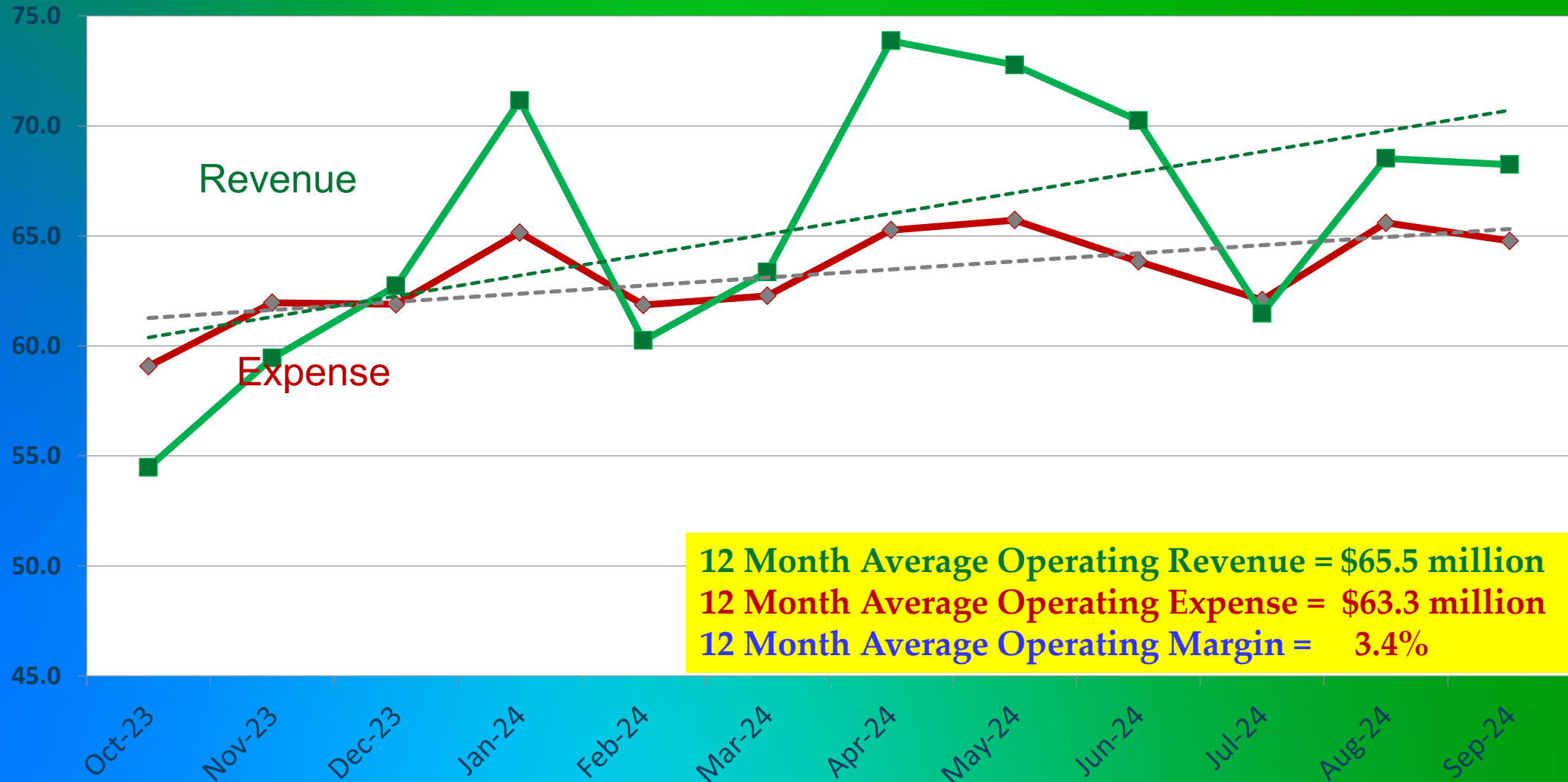
- 1. Worked FTEs:** During the month of September, worked FTEs on a PAADC basis were 5.7% favorable at **6.2** with a target of **6.6**. *When reviewed on a unit by-unit level, the variance was **38.3 FTEs Positive (\$545k)**.*
- 2. Worked FTEs** decreased from 1,537 in August to 1,536 in September. Average daily census increased compared to prior month at 118 (1% above budget).
- 3. Paid FTEs:** On a PAADC basis paid FTEs were **6.8%** favorable to budget at **7.3 actual vs. 7.9 budget**. Paid FTE increased from 1,805 in August to 1,814 in September.

% of Total OT, DT & CB Dollars to Total S&W

Updated Thru PPE 9-29-24



SVH Consolidated Revenues & Expenses Rolling 12 Months: Oct 23 to Sep 24



Salinas Valley Health Key Financial Indicators

	YTD	SVH		S&P A+ Rated		YTD	
Statistic	09/30/24	Target	+/-	Hospitals	+/-	9/30/23	+/-
Operating Margin*	2.9%	5.0%		4.0%		-5.2%	
Total Margin*	12.4%	6.0%		6.6%		-0.2%	
EBITDA Margin**	7.4%	7.4%		13.6%		-1.0%	
Days of Cash*	368	305		249		344	
Days of Accounts Payable*	45	45		-		50	
Days of Net Accounts Receivable***	61	45		49		53	
Supply Expense as % NPR	14.4%	14.0%		-		14.0%	
SWB Expense as % NPR	53.1%	53.0%		53.7%		57.7%	
Operating Expense per APD*	6,712	6,739		-		6,725	

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

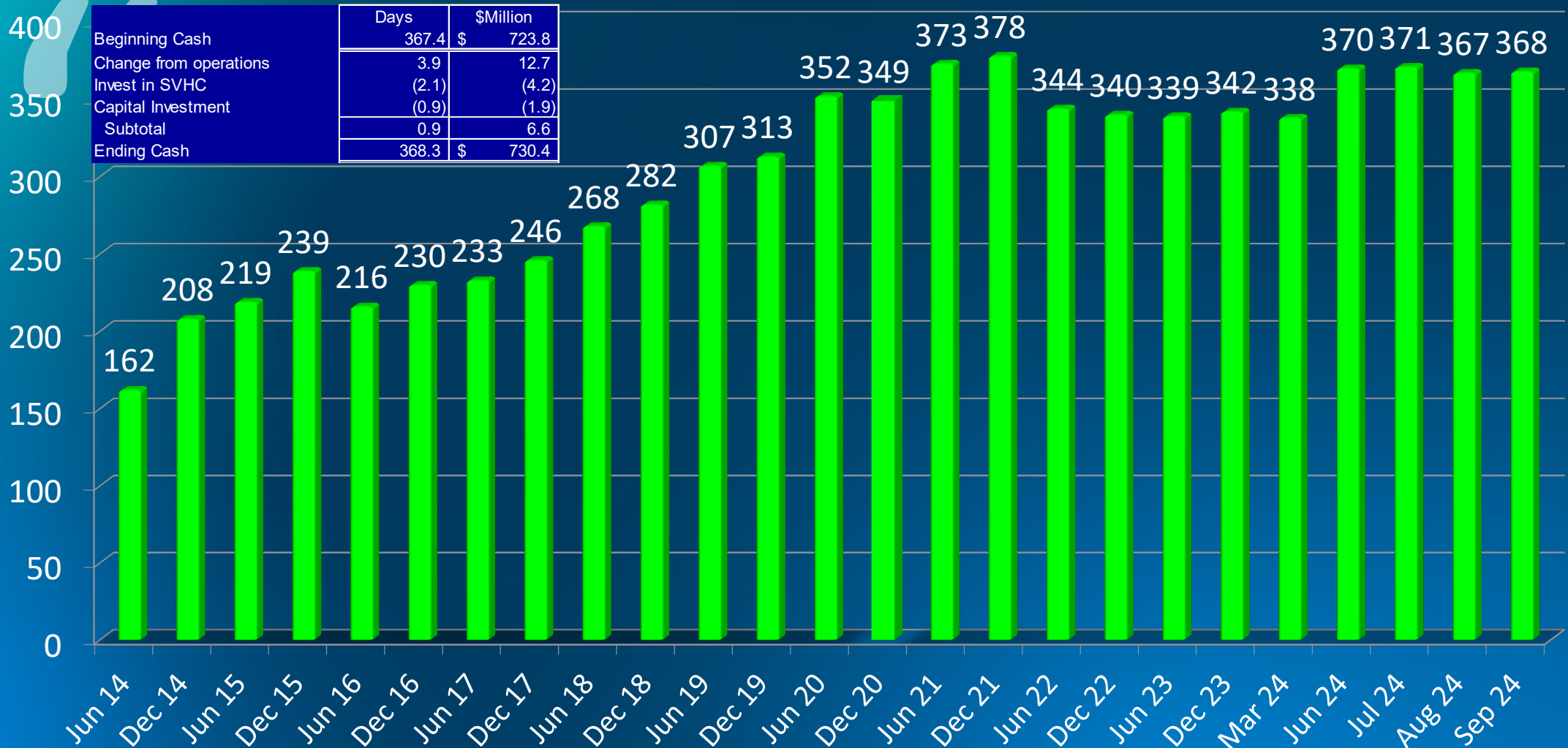
*These metrics have been adjusted for normalizing items

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

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

Salinas Valley Health

Days Cash on Hand = 368 Days (\$730M) - September 2024



Questions/Comments

SALINAS VALLEY HEALTH MEDICAL CENTER
SUMMARY INCOME STATEMENT
September 30, 2024

	<u>Month of September,</u>		<u>Three months ended September 30,</u>	
	<u>current year</u>	<u>prior year</u>	<u>current year</u>	<u>prior year</u>
Operating revenue:				
Net patient revenue	\$ 56,596,510	\$ 46,012,594	\$ 164,526,098	\$ 141,523,756
Other operating revenue	1,583,880	1,092,460	4,450,918	3,320,858
Total operating revenue	<u>58,180,390</u>	<u>47,105,054</u>	<u>168,977,016</u>	<u>144,844,614</u>
Total operating expenses	50,202,538	46,704,544	148,959,387	141,312,135
Total non-operating income	<u>2,433,633</u>	<u>(2,862,253)</u>	<u>3,870,026</u>	<u>(4,099,043)</u>
Operating and non-operating income	<u>\$ 10,411,485</u>	<u>\$ (2,461,743)</u>	<u>\$ 23,887,655</u>	<u>\$ (566,564)</u>

SALINAS VALLEY HEALTH MEDICAL CENTER
BALANCE SHEETS
September 30, 2024

	<u>Current year</u>	<u>Prior year</u>
ASSETS:		
Current assets	\$ 403,758,194	\$ 343,091,060
Assets whose use is limited or restricted by board	171,640,720	159,161,047
Capital assets	251,409,345	247,619,275
Other assets	307,173,646	288,170,715
Deferred pension outflows	<u>85,734,219</u>	<u>116,911,125</u>
	<u>\$ 1,219,716,124</u>	<u>\$ 1,154,953,222</u>
LIABILITIES AND EQUITY:		
Current liabilities	89,724,968	92,709,567
Long term liabilities	20,285,894	22,301,104
Lease deferred inflows	1,741,055	2,391,461
Pension liability	90,863,576	118,792,064
Net assets	<u>1,017,100,631</u>	<u>918,759,026</u>
	<u>\$ 1,219,716,124</u>	<u>\$ 1,154,953,222</u>

SALINAS VALLEY HEALTH MEDICAL CENTER
SCHEDULES OF NET PATIENT REVENUE
September 30, 2024

	Month of September,		Three months ended September 30,	
	current year	prior year	current year	prior year
Patient days:				
By payer:				
Medicare	1,699	1,558	5,109	5,211
Medi-Cal	986	934	3,068	2,881
Commercial insurance	640	747	1,725	1,999
Other patient	158	171	357	375
Total patient days	3,483	3,410	10,259	10,466
Gross revenue:				
Medicare	\$ 119,207,382	\$ 98,943,078	\$ 371,480,360	\$ 323,155,388
Medi-Cal	76,820,884	65,009,550	237,211,543	193,252,953
Commercial insurance	60,177,883	54,980,549	173,022,836	156,981,893
Other patient	11,562,294	10,046,899	33,223,846	29,039,726
Gross revenue	267,768,443	228,980,076	814,938,585	702,429,959
Deductions from revenue:				
Administrative adjustment	280,113	103,717	1,107,538	650,042
Charity care	31,105	275,573	1,413,813	2,202,258
Contractual adjustments:				
Medicare outpatient	40,577,813	30,706,988	125,321,284	102,634,602
Medicare inpatient	43,554,378	39,450,671	139,945,972	135,260,412
Medi-Cal traditional outpatient	1,932,272	2,806,770	4,711,278	7,915,786
Medi-Cal traditional inpatient	6,239,352	3,318,265	19,956,409	13,102,625
Medi-Cal managed care outpatient	37,013,501	29,060,443	114,545,433	86,685,237
Medi-Cal managed care inpatient	24,282,868	22,828,838	74,841,498	66,104,711
Commercial insurance outpatient	25,190,978	23,767,568	77,314,207	65,714,927
Commercial insurance inpatient	23,816,247	23,981,186	69,428,810	62,932,393
Uncollectible accounts expense	5,341,125	4,233,461	15,840,500	12,720,931
Other payors	2,912,181	2,434,003	5,985,745	4,982,278
Deductions from revenue	211,171,933	182,967,482	650,412,487	560,906,203
Net patient revenue	\$ 56,596,510	\$ 46,012,594	\$ 164,526,098	\$ 141,523,756
Gross billed charges by patient type:				
Inpatient	\$ 127,083,410	\$ 117,121,416	\$ 387,574,720	\$ 354,642,336
Outpatient	108,305,543	83,818,583	330,900,512	258,157,289
Emergency room	32,379,490	28,040,078	96,463,353	89,630,334
Total	\$ 267,768,443	\$ 228,980,076	\$ 814,938,585	\$ 702,429,959

SALINAS VALLEY HEALTH MEDICAL CENTER
STATEMENTS OF REVENUE AND EXPENSES
September 30, 2024

	Month of September,		Three months ended September 30,	
	current year	prior year	current year	prior year
Operating revenue:				
Net patient revenue	\$ 56,596,510	\$ 46,012,594	\$ 164,526,098	\$ 141,523,756
Other operating revenue	1,583,880	1,092,460	4,450,918	3,320,858
Total operating revenue	58,180,390	47,105,054	168,977,016	144,844,614
Operating expenses:				
Salaries and wages	17,378,044	15,957,942	52,069,744	48,393,068
Compensated absences	2,643,970	2,761,043	9,693,098	8,706,705
Employee benefits	8,918,863	8,071,962	25,348,968	25,937,521
Supplies, food, and linen	8,103,526	6,647,977	25,089,913	20,566,727
Purchased department functions	4,081,477	4,534,538	11,496,401	12,358,909
Medical fees	2,759,834	2,624,703	7,151,865	7,669,865
Other fees	2,011,541	2,034,277	5,020,631	6,421,924
Depreciation	2,500,920	2,231,809	7,457,897	5,843,409
All other expense	1,804,363	1,840,293	5,630,870	5,414,007
Total operating expenses	50,202,538	46,704,544	148,959,387	141,312,135
Income from operations	7,977,852	400,510	20,017,629	3,532,479
Non-operating income:				
Donations	773,392	0	1,046,513	1,132,687
Property taxes	476,714	333,333	1,430,143	1,000,000
Investment income	5,426,658	1,148,556	15,022,572	5,689,294
Taxes and licenses	0	0	0	0
Income from subsidiaries	(4,243,131)	(4,344,142)	(13,629,202)	(11,921,024)
Total non-operating income	2,433,633	(2,862,253)	3,870,026	(4,099,043)
Operating and non-operating income	10,411,485	(2,461,743)	23,887,655	(566,564)
Net assets to begin	1,006,689,146	921,220,769	993,212,976	919,325,590
Net assets to end	\$ 1,017,100,631	\$ 918,759,026	\$ 1,017,100,631	\$ 918,759,026
Net income excluding non-recurring items	\$ 10,411,485	\$ (2,461,743)	\$ 23,887,655	\$ (566,564)
Non-recurring income (expense) from cost report settlements and re-openings and other non-recurring items	0	0	0	0
Operating and non-operating income	\$ 10,411,485	\$ (2,461,743)	\$ 23,887,655	\$ (566,564)

SALINAS VALLEY HEALTH MEDICAL CENTER
SCHEDULES OF INVESTMENT INCOME
September 30, 2024

	<u>Month of September,</u>		<u>Three months ended September 30,</u>	
	<u>current year</u>	<u>prior year</u>	<u>current year</u>	<u>prior year</u>
Detail of income from subsidiaries:				
Salinas Valley Health Clinics				
Pulmonary Medicine Center	\$ (182,194)	\$ (205,991)	\$ (593,854)	\$ (565,980)
Neurological Clinic	(73,281)	(60,052)	(180,252)	(195,483)
Palliative Care Clinic	(103,170)	(86,344)	(346,477)	(232,998)
Surgery Clinic	(36,217)	(176,189)	(498,368)	(576,556)
Infectious Disease Clinic	(47,225)	(33,095)	(108,409)	(94,544)
Endocrinology Clinic	(189,130)	(211,593)	(636,475)	(630,153)
Early Discharge Clinic	0	0	0	0
Cardiology Clinic	(276,679)	(595,432)	(1,342,323)	(1,592,397)
OB/GYN Clinic	(483,333)	(352,727)	(1,243,918)	(1,051,643)
PrimeCare Medical Group	(884,485)	(1,012,388)	(2,623,983)	(2,510,265)
Oncology Clinic	(347,348)	(303,853)	(1,171,330)	(922,274)
Cardiac Surgery	(482,414)	(428,015)	(1,040,144)	(918,192)
Sleep Center	(96,759)	(46,075)	(254,000)	(118,431)
Rheumatology	(59,818)	(57,820)	(225,553)	(188,765)
Precision Ortho MDs	(400,783)	(404,490)	(1,226,551)	(1,206,252)
Precision Ortho-MRI	0	0	0	0
Precision Ortho-PT	(71,149)	(29,389)	(239,228)	(131,259)
Vaccine Clinic	0	0	0	0
Dermatology	(37,835)	(54,681)	(133,745)	(104,450)
Hospitalists	0	0	0	0
Behavioral Health	(33,231)	(36,384)	(125,264)	(110,185)
Pediatric Diabetes	(33,551)	(51,652)	(145,934)	(143,266)
Neurosurgery	(129,828)	(21,600)	(353,972)	(81,954)
Multi-Specialty-RR	22,638	4,216	33,717	15,632
Radiology	(176,561)	(103,764)	(1,000,344)	(530,727)
Salinas Family Practice	(68,194)	(119,391)	(312,720)	(385,155)
Urology	(241,228)	(251,025)	(609,328)	(489,277)
Total SVHC	(4,431,775)	(4,637,734)	(14,378,455)	(12,764,574)
Doctors on Duty	(63,776)	113,982	123,561	300,313
LPCH NICU JV	0	0	0	0
Central Coast Health Connect	0	0	0	0
Monterey Peninsula Surgery Center	187,767	130,531	527,449	356,288
Coastal	(2,735)	21,306	(101,474)	108,687
Apex	0	0	0	0
21st Century Oncology	0	(22,618)	0	(21,601)
Monterey Bay Endoscopy Center	67,388	50,390	199,717	99,862
Total	<u>\$ (4,243,131)</u>	<u>\$ (4,344,142)</u>	<u>\$ (13,629,202)</u>	<u>\$ (11,921,024)</u>

SALINAS VALLEY HEALTH MEDICAL CENTER
BALANCE SHEETS
September 30, 2024

	Current year	Prior year
A S S E T S		
Current assets:		
Cash and cash equivalents	\$ 263,540,497	\$ 233,398,034
Patient accounts receivable, net of estimated uncollectibles of \$47,707,001	116,734,506	87,402,981
Supplies inventory at cost	8,587,084	7,929,121
Current portion of lease receivable	1,399,852	1,634,496
Other current assets	13,496,254	12,726,429
Total current assets	403,758,194	343,091,060
Assets whose use is limited or restricted by board	171,640,720	159,161,047
Capital assets:		
Land and construction in process	47,412,443	65,515,184
Other capital assets, net of depreciation	203,996,902	182,104,091
Total capital assets	251,409,345	247,619,275
Other assets:		
Right of use assets, net of amortization	7,005,059	5,202,770
Long term lease receivable	372,390	919,422
Subscription assets, net of amortization	9,004,109	10,754,599
Investment in Securities	265,671,311	246,887,410
Investment in SVMC	1,861,777	9,501,122
Investment in Coastal	1,775,896	1,790,328
Investment in other affiliates	21,734,135	16,544,240
Net pension asset	(251,031)	(3,429,176)
Total other assets	307,173,646	288,170,715
Deferred pension outflows	85,734,219	116,911,125
	\$ 1,219,716,124	\$ 1,154,953,222
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	\$ 57,667,419	\$ 63,338,192
Due to third party payers	3,689,071	5,374,716
Current portion of self-insurance liability	22,207,689	17,525,546
Current subscription liability	3,595,446	4,630,742
Current portion of lease liability	2,565,343	1,840,371
Total current liabilities	89,724,968	92,709,567
Long term portion of workers comp liability	12,752,056	13,027,333
Long term portion of lease liability	4,511,988	3,558,864
Long term subscription liability	3,021,850	5,714,907
Total liabilities	110,010,862	115,010,671
Lease deferred inflows	1,741,055	2,391,461
Pension liability	90,863,576	118,792,064
Net assets:		
Invested in capital assets, net of related debt	251,409,345	247,619,275
Unrestricted	765,691,286	671,139,751
Total net assets	1,017,100,631	918,759,026
	\$ 1,219,716,124	\$ 1,154,953,222

SALINAS VALLEY HEALTH MEDICAL CENTER
STATEMENTS OF REVENUE AND EXPENSES - BUDGET VS. ACTUAL
September 30, 2024

	<u>Month of September,</u>			<u>Three months ended September 30,</u>			
	<u>Actual</u>	<u>Variance</u>	<u>% Var</u>	<u>Actual</u>	<u>Budget</u>	<u>Variance</u>	<u>% Var</u>
Operating revenue:							
Gross billed charges	\$ 267,768,443	\$ 18,152,054	7.27%	\$ 814,938,585	\$ 765,441,564	49,497,021	6.47%
Deductions from revenue	211,171,933	11,754,271	5.89%	650,412,487	612,319,045	38,093,442	6.22%
Net patient revenue	56,596,510	6,397,784	12.74%	164,526,098	153,122,519	11,403,579	7.45%
Other operating revenue	1,583,880	131,211	9.03%	4,450,918	4,358,007	92,911	2.13%
Total operating revenue	<u>58,180,390</u>	<u>6,528,995</u>	<u>12.64%</u>	<u>168,977,016</u>	<u>157,480,526</u>	<u>11,496,490</u>	<u>7.30%</u>
Operating expenses:							
Salaries and wages	17,378,044	465,531	2.75%	52,069,744	51,452,177	617,567	1.20%
Compensated absences	2,643,970	(585,294)	-18.12%	9,693,098	10,120,524	(427,426)	-4.22%
Employee benefits	8,918,863	985,216	12.42%	25,348,968	24,242,943	1,106,025	4.56%
Supplies, food, and linen	8,103,526	1,037,342	14.68%	25,089,913	21,670,736	3,419,177	15.78%
Purchased department functions	4,081,477	256,195	6.70%	11,496,401	11,475,849	20,552	0.18%
Medical fees	2,759,834	274,197	11.03%	7,151,865	7,456,912	(305,047)	-4.09%
Other fees	2,011,541	289,174	16.79%	5,020,631	5,235,224	(214,593)	-4.10%
Depreciation	2,500,920	156,280	6.67%	7,457,897	7,049,564	408,333	5.79%
All other expense	1,804,363	(151,881)	-7.76%	5,630,870	5,971,373	(340,503)	-5.70%
Total operating expenses	<u>50,202,538</u>	<u>2,726,759</u>	<u>5.74%</u>	<u>148,959,387</u>	<u>144,675,302</u>	<u>4,284,085</u>	<u>2.96%</u>
Income from operations	<u>7,977,852</u>	<u>3,802,235</u>	<u>91.06%</u>	<u>20,017,629</u>	<u>12,805,224</u>	<u>7,212,405</u>	<u>56.32%</u>
Non-operating income:							
Donations	773,392	565,059	271.23%	1,046,513	625,000	421,513	67.44%
Property taxes	476,714	(0)	0.00%	1,430,143	1,430,143	(0)	0.00%
Investment income	5,426,658	3,535,485	186.95%	15,022,572	5,673,519	9,349,052	164.78%
Income from subsidiaries	(4,243,131)	880,091	-17.18%	(13,629,202)	(15,369,666)	1,740,464	-11.32%
Total non-operating income	<u>2,433,633</u>	<u>4,980,634</u>	<u>-195.55%</u>	<u>3,870,026</u>	<u>(7,641,004)</u>	<u>11,511,029</u>	<u>-150.65%</u>
Operating and non-operating income	<u>\$ 10,411,485</u>	<u>\$ 8,782,870</u>	<u>539.28%</u>	<u>\$ 23,887,655</u>	<u>\$ 5,164,220</u>	<u>18,723,434</u>	<u>362.56%</u>

**SALINAS VALLEY HEALTH MEDICAL CENTER
PATIENT STATISTICAL REPORT**

For the month of September and three months to date

	<u>Month of September</u>		<u>Three months to date</u>		<u>Variance</u>
	<u>2023</u>	<u>2024</u>	<u>2023-24</u>	<u>2024-25</u>	
<u>NEWBORN STATISTICS</u>					
Medi-Cal Admissions	30	31	101	109	8
Other Admissions	79	76	250	252	2
Total Admissions	109	107	351	361	10
Medi-Cal Patient Days	55	120	162	248	86
Other Patient Days	139	54	415	331	(84)
Total Patient Days of Care	194	174	577	579	2
Average Daily Census	6.5	5.8	6.3	6.3	0.0
Medi-Cal Average Days	1.9	3.9	1.7	2.4	0.7
Other Average Days	1.4	0.7	1.7	1.3	(0.4)
Total Average Days Stay	1.8	1.6	1.7	1.6	(0.1)
<u>ADULTS & PEDIATRICS</u>					
Medicare Admissions	335	391	1,098	1,106	8
Medi-Cal Admissions	248	280	723	855	132
Other Admissions	369	303	861	974	113
Total Admissions	952	974	2,682	2,935	253
Medicare Patient Days	1,288	1,496	4,456	4,224	(232)
Medi-Cal Patient Days	977	981	2,995	3,283	288
Other Patient Days	1,012	714	2,802	2,369	(433)
Total Patient Days of Care	3,277	3,191	10,253	9,876	(377)
Average Daily Census	109.2	106.4	111.4	107.3	(4.1)
Medicare Average Length of Stay	3.9	3.8	4.1	3.8	(0.3)
Medi-Cal Average Length of Stay	3.9	3.2	3.6	3.3	(0.2)
Other Average Length of Stay	2.8	1.9	2.5	1.9	(0.6)
Total Average Length of Stay	3.5	2.9	3.4	3.0	(0.4)
Deaths	18	37	69	76	7
Total Patient Days	3,471	3,365	10,830	10,455	(375)
Medi-Cal Administrative Days	0	0	5	0	(5)
Medicare SNF Days	0	0	0	0	0
Over-Utilization Days	0	0	0	0	0
Total Non-Acute Days	0	0	5	0	(5)
Percent Non-Acute	0.00%	0.00%	0.05%	0.00%	-0.05%

**SALINAS VALLEY HEALTH MEDICAL CENTER
PATIENT STATISTICAL REPORT**

For the month of September and three months to date

	<u>Month of September</u>		<u>Three months to date</u>		<u>Variance</u>
	<u>2023</u>	<u>2024</u>	<u>2023-24</u>	<u>2024-25</u>	
<u>PATIENT DAYS BY LOCATION</u>					
Level I	270	271	709	721	12
Heart Center	329	313	996	986	(10)
Monitored Beds	616	570	1,839	1,737	(102)
Single Room Maternity/Obstetrics	308	303	950	1,069	119
Med/Surg - Cardiovascular	718	820	2,374	2,504	130
Med/Surg - Oncology	261	271	818	819	1
Med/Surg - Rehab	364	469	1,270	1,364	94
Pediatrics	126	98	371	337	(34)
Nursery	194	174	577	579	2
Neonatal Intensive Care	164	76	386	339	(47)
<u>PERCENTAGE OF OCCUPANCY</u>					
Level I	69.23%	69.49%	59.28%	60.28%	
Heart Center	73.11%	69.56%	72.17%	71.45%	
Monitored Beds	76.05%	70.37%	74.03%	69.93%	
Single Room Maternity/Obstetrics	27.75%	27.30%	27.91%	31.40%	
Med/Surg - Cardiovascular	53.19%	60.74%	57.34%	60.48%	
Med/Surg - Oncology	66.92%	69.49%	68.39%	68.48%	
Med/Surg - Rehab	46.67%	60.13%	53.09%	57.02%	
Med/Surg - Observation Care Unit	0.00%	0.00%	0.00%	0.00%	
Pediatrics	23.33%	18.15%	22.40%	20.35%	
Nursery	39.19%	35.15%	19.01%	19.07%	
Neonatal Intensive Care	49.70%	23.03%	38.14%	33.50%	

**SALINAS VALLEY HEALTH MEDICAL CENTER
PATIENT STATISTICAL REPORT**

For the month of September and three months to date

	<u>Month of September</u>		<u>Three months to date</u>		<u>Variance</u>
	<u>2023</u>	<u>2024</u>	<u>2023-24</u>	<u>2024-25</u>	
<u>DELIVERY ROOM</u>					
Total deliveries	105	123	341	370	29
C-Section deliveries	32	31	109	111	2
Percent of C-section deliveries	30.48%	25.20%	31.96%	30.00%	-1.96%
<u>OPERATING ROOM</u>					
In-Patient Operating Minutes	14,247	20,885	48,163	59,211	11,048
Out-Patient Operating Minutes	32,012	29,584	89,279	96,108	6,829
Total	46,259	50,469	137,442	155,319	17,877
Open Heart Surgeries	9	12	30	37	7
In-Patient Cases	105	134	351	381	30
Out-Patient Cases	305	301	877	933	56
<u>EMERGENCY ROOM</u>					
Immediate Life Saving	36	31	111	90	(21)
High Risk	654	838	2,097	2,671	574
More Than One Resource	2,770	2,736	8,542	8,204	(338)
One Resource	2,030	1,672	5,588	5,033	(555)
No Resources	104	62	329	221	(108)
Total	<u>5,594</u>	<u>5,339</u>	<u>16,667</u>	<u>16,219</u>	<u>(448)</u>

**SALINAS VALLEY HEALTH MEDICAL CENTER
PATIENT STATISTICAL REPORT**

For the month of September and three months to date

	Month of September		Three months to date		Variance
	2023	2024	2023-24	2024-25	
CENTRAL SUPPLY					
In-patient requisitions	12,139	12,955	39,927	39,216	-711
Out-patient requisitions	10,151	11,223	31,301	32,794	1,493
Emergency room requisitions	888	707	2,641	2,497	-144
Interdepartmental requisitions	6,360	6,717	18,923	19,855	932
Total requisitions	29,538	31,602	92,792	94,362	1,570
LABORATORY					
In-patient procedures	33,797	34,599	105,329	105,778	449
Out-patient procedures	10,924	42,097	33,383	131,570	98,187
Emergency room procedures	12,633	12,503	39,080	37,544	-1,536
Total patient procedures	57,354	89,199	177,792	274,892	97,100
BLOOD BANK					
Units processed	273	341	938	806	-132
ELECTROCARDIOLOGY					
In-patient procedures	997	1,038	3,093	3,317	224
Out-patient procedures	344	391	1,166	1,173	7
Emergency room procedures	1,210	1,263	3,669	3,812	143
Total procedures	2,551	2,692	7,928	8,302	374
CATH LAB					
In-patient procedures	97	119	337	389	52
Out-patient procedures	97	140	290	389	99
Emergency room procedures	0	0	0	0	0
Total procedures	194	259	627	778	151
ECHO-CARDIOLOGY					
In-patient studies	337	385	1,020	1,229	209
Out-patient studies	233	287	726	1,006	280
Emergency room studies	0	1	0	4	4
Total studies	570	673	1,746	2,239	493
NEURODIAGNOSTIC					
In-patient procedures	120	150	376	414	38
Out-patient procedures	13	27	55	68	13
Emergency room procedures	0	0	0	0	0
Total procedures	133	177	431	482	51

**SALINAS VALLEY HEALTH MEDICAL CENTER
PATIENT STATISTICAL REPORT**

For the month of September and three months to date

	Month of September		Three months to date		Variance
	2023	2024	2023-24	2024-25	
SLEEP CENTER					
In-patient procedures	0	0	0	0	0
Out-patient procedures	202	287	636	825	189
Emergency room procedures	0	0	0	0	0
Total procedures	202	287	636	825	189
RADIOLOGY					
In-patient procedures	1,278	1,166	3,746	3,823	77
Out-patient procedures	377	375	1,235	1,238	3
Emergency room procedures	1,489	1,534	4,478	4,710	232
Total patient procedures	3,144	3,075	9,459	9,771	312
MAGNETIC RESONANCE IMAGING					
In-patient procedures	136	177	441	565	124
Out-patient procedures	113	103	391	338	-53
Emergency room procedures	5	8	25	20	-5
Total procedures	254	288	857	923	66
MAMMOGRAPHY CENTER					
In-patient procedures	4,231	3,625	12,234	9,958	-2,276
Out-patient procedures	4,197	3,610	12,136	9,923	-2,213
Emergency room procedures	4	2	4	3	-1
Total procedures	8,432	7,237	24,374	19,884	-4,490
NUCLEAR MEDICINE					
In-patient procedures	17	10	56	55	-1
Out-patient procedures	95	127	317	383	66
Emergency room procedures	0	2	0	2	2
Total procedures	112	139	373	440	67
PHARMACY					
In-patient prescriptions	78,767	79,308	240,760	242,171	1,411
Out-patient prescriptions	16,001	16,745	48,060	49,474	1,414
Emergency room prescriptions	9,056	10,185	27,329	29,326	1,997
Total prescriptions	103,824	106,238	316,149	320,971	4,822
RESPIRATORY THERAPY					
In-patient treatments	17,170	13,679	45,080	43,210	-1,870
Out-patient treatments	1,129	903	3,914	2,663	-1,251
Emergency room treatments	548	559	1,236	1,288	52
Total patient treatments	18,847	15,141	50,230	47,161	-3,069
PHYSICAL THERAPY					
In-patient treatments	2,569	2,512	7,345	7,195	-150
Out-patient treatments	270	218	767	746	-21
Emergency room treatments	0	0	0	0	0
Total treatments	2,839	2,730	8,112	7,941	-171

**SALINAS VALLEY HEALTH MEDICAL CENTER
PATIENT STATISTICAL REPORT**

For the month of September and three months to date

	<u>Month of September</u>		<u>Three months to date</u>		<u>Variance</u>
	<u>2023</u>	<u>2024</u>	<u>2023-24</u>	<u>2024-25</u>	
OCCUPATIONAL THERAPY					
In-patient procedures	1,554	1,325	4,511	4,397	-114
Out-patient procedures	212	183	687	604	-83
Emergency room procedures	0	0	0	0	0
Total procedures	1,766	1,508	5,198	5,001	-197
SPEECH THERAPY					
In-patient treatments	508	423	1,395	1,433	38
Out-patient treatments	15	36	88	99	11
Emergency room treatments	0	0	0	0	0
Total treatments	523	459	1,483	1,532	49
CARDIAC REHABILITATION					
In-patient treatments	0	0	2	2	0
Out-patient treatments	424	601	1,508	1,927	419
Emergency room treatments	0	1	0	1	1
Total treatments	424	602	1,510	1,930	420
CRITICAL DECISION UNIT					
Observation hours	280	263	891	757	-134
ENDOSCOPY					
In-patient procedures	72	101	209	269	60
Out-patient procedures	56	55	151	164	13
Emergency room procedures	0	0	0	0	0
Total procedures	128	156	360	433	73
C.T. SCAN					
In-patient procedures	673	734	2,075	2,277	202
Out-patient procedures	325	517	1,287	1,452	165
Emergency room procedures	692	787	2,258	2,352	94
Total procedures	1,690	2,038	5,620	6,081	461
DIETARY					
Routine patient diets	21,324	16,362	63,649	46,194	-17,455
Meals to personnel	27,758	31,934	84,391	100,075	15,684
Total diets and meals	49,082	48,296	148,040	146,269	-1,771
LAUNDRY AND LINEN					
Total pounds laundered	94,184	96,343	287,593	286,056	-1,537

FINANCE COMMITTEE

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

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

(JOEL HERNANDEZ LAGUNA)

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

Board Paper: Finance Committee

Agenda Item: Consider Recommendation for Board Approval of Stryker Power Upgrade

Executive Sponsor: *Alysha Hyland, CAO*

Aisha Huebner RN, Perioperative Services Director

Date: *October 10, 2024*

Executive Summary

The current inventory of Stryker power drill sets at Salinas Valley Health has reached the end of its service life. As these drills become irreparable, maintaining adequate functionality in the operating room has become increasingly difficult. To sustain the high standards of patient care, it is recommended to implement the Stryker Power 9 system. This system has a proven track record with orthopedic and podiatry surgeons, offering durability, ergonomic design to reduce surgeon fatigue, and innovative features such as battery charging through sterile wrap, which minimizes downtime. Upgrading to the Stryker Power 9 will ensure the availability of reliable, high-performance equipment to support surgical services and enhance patient outcomes.

Background/Situation/Rationale

Salinas Valley Health is currently facing a critical situation regarding its power drill sets. The large and small power drill sets and the electric micro power drill sets have reached the end of their service life and are no longer repairable.

These power drill sets are vital to the orthopedic service, and their current state significantly affects the hospital's ability to manage the increasing volume of orthopedic surgical cases. Reliable, functioning power drill sets are essential to maintaining smooth operations in the orthopedic service line. The use of old, end-of-life surgical equipment poses challenges for surgeons and puts the facility at risk of being unable to provide the necessary care for patients.

Investing in the Stryker Power 9 system is strongly recommended to maintain high-quality patient care during surgical procedures. The Stryker Power 9 system is known for its durability and effectiveness in orthopedic and podiatry cases. Its ergonomic design helps reduce surgeon fatigue, and a new feature allows the batteries to charge through sterile blue wrap, reducing downtime during sterile processing.

Strategic Plan Alignment:

The Stryker Power 9 system is critical for delivering high-quality orthopedic care to surgical patients. Immediate investment in the system will support the orthopedic service line's long-term success and enhance patient care outcomes.

Pillar/Goal Alignment:

X Service **X** **People** **X Quality** **Finance** **Growth** **Community**

Financial/Quality/Safety/Regulatory Implications:

Key Contract Terms	Vendor: Stryker
1. Proposed effective date	November 1, 2024
2. Term of agreement	2 Year Agreement
3. Renewal terms	Two-year agreement, prorated to include 1-year warranty for System 9
4. Termination provision(s)	60-day notice of termination without penalty
5. Payment Terms	Net 30 days
6. Annual cost	\$550,562.00 (Capital Purchase, including tax, excluding freight) + \$12,119 (Service Contract, 2 months) \$72,716.00 (Yr. 1) (Service) \$72,716.00 (Yr. 2) (Service)
7. Cost over life of agreement	\$550,562.00 (Capital Purchase) \$157,551.00
8. Budgeted (indicate y/n)	Yes (2025-042). Equipment amount of \$550,562.00 was budgeted in 2025 capital.

Recommendation

Consider recommendation for Board of Directors to approve the purchase of the Stryker Power 9 in the amount of \$708,113.00. Capital purchase cost of the Stryker Power 9 is \$550,562.00 with two (2) months prorated service in the amount of \$12,119.00 and a two (2) year service agreement in the amount of \$157,551.00 with ProCare.

Attachments

- (1) Stryker Power Upgrade Quote
- (2) SVH ProCare Renewal Q4
- (3) Stryker T9 Capital & Consolidated Service

Quote Number: 10632648
 Prepared For: SALINAS VALLEY MEMORIAL HLTHCR SYSTEM
 Quote Date: 10/08/2024
 Division: Instruments



Ship To	From
Name: SALINAS VALLEY MEMORIAL HLTHCR SYSTEM	Rep: Katie Kipp
Account #: 210360	Email: katie.kipp@stryker.com
Address: 450 E ROMIE LN	
SALINAS, California 93901-4029	
Phone: +18317591905	
Fax: +18314221645	

Equipment Products:

Product	Description	Qty	Sell Price
System 9 Cordless Driver Next (Newest Tech)			
4607-000-000	SYSTEM 9 CD NXT HANDPIECE	6	\$21,185.00
4605-000-000	SYSTEM 9 CORDLESS DRIVER HANDPIECE	6	\$11,279.38
4100-400-000	Sagittal Saw Attachment	6	\$1,365.94
4100-131-000	1/4" DRILL WITH KEY	6	\$752.28
4100-135-000	Hudson/Modified Trinkle Drill	6	\$752.28
4100-110-000	AO Small Drill	6	\$752.28
4100-126-000	Adjustable Pin Collet (2.0-3.2mm)	6	\$752.28
4100-062-000	WIRE COLLET	6	\$752.28
4505-133-000	1/4" LOCKING KEYLESS CHUCK	6	\$1,081.40
4100-235-000	Hudson/Modified Trinkle Reamer	6	\$800.31
4405-235-000	POWERream Hudson Modified Trinkle	6	\$3,898.67
4100-231-000	Reamer	6	\$696.63
4100-210-000	AO Large Reamer	6	\$800.31
9212-000-000	SYSTEM 9 SMALL BATTERY	18	\$1,050.13
4405-652-000	Cordless Driver & SABO Solid Container BUNDLE	6	\$2,849.00
System 9 Battery Charger			
9110-120-000US	System 9 Sterile Battery Charger w/ (B) NEMA Power Cord	1	\$15,848.83
TPX - Small Corded Power			
7400-015-000	TPX MICRO DRILL	4	\$5,013.12
7400-034-000	TPX SAGITTAL SAW	4	\$5,013.12
7400-037-000	TPX RECIP SAW	4	\$5,013.12
7400-062-000	TPX WIRE DRIVER	4	\$8,822.78

Quote Number: 10632648
 Prepared For: SALINAS VALLEY MEMORIAL HLTHCR SYSTEM
 Quote Date: 10/08/2024
 Division: Instruments



7400-099-000	TPX UNIVERSAL DRIVER	4	\$8,138.07
7400-004-000	TPX CABLE	8	\$560.78
7400-009-000	TPX HANDSWITCH	8	\$539.01
4100-131-000	1/4" DRILL WITH KEY	4	\$752.28
4100-110-000	AO Small Drill	4	\$752.28
5100-015-250	MICRODRILL STRAIGHT ATTACHMENT	4	\$632.78
4500-126-000	Universal Pin/Wire Collet	4	\$1,963.80
4100-126-000	Adjustable Pin Collet (2.0-3.2mm)	4	\$752.28
6400-654-000	Small Bone Solid Container	4	\$2,506.00
5400-052-000US	CORE 2 - UNITED STATES	2	\$11,556.80
5100-008-000	FOOTSWITCH	1	\$571.92

Price Totals:

Total Sell Price:	\$510,981.77
Grand Total:	\$510,981.77
Third Party Directed Payment:	(\$7,035.00)
Net Customer Purchase Order Amount:	\$503,946.77

Pricing does not include applicable taxes and shipping. Quote includes estimates of the value of Customer-owned equipment to be purchased by an independent third party. Customer is responsible for payment in full of the Grand Total indicated in quote.

Comments:

System 7 Cordless Driver - Sales & Service Obsolete December 2022

Core 1 Consoles - Sales & Service Obsolete as of July 2021

RemB - Sale Obsolete as of June 2020 & Service Obsolete Dec. 2024

Trade-In Value Expires November 8th, 2024

 STRYKER REPRESENTATIVE SIGNATURE

 AUTHORIZED CUSTOMER SIGNATURE

Quote Number: 10632648
Prepared For: SALINAS VALLEY MEMORIAL HLTHCR SYSTEM
Quote Date: 10/08/2024
Division: Instruments



Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as maybe requested by law or by lawful order of any applicable government agency.

SERVICE AGREEMENT

<p>These terms and conditions, consisting of this cover page and any attached and referenced exhibits and schedules (collectively, this "Agreement"), is entered into by and between Stryker Sales, LLC, acting through its Instruments division ("Stryker") and SALINAS VALLEY MEMORIAL HLTHCR SYSTEM ("Institution") and, if applicable, its owned and operated acute health care facilities as listed in <u>Exhibit A</u> (each individually referred to as a "Participant," and collectively with Institution, as the "Customer"). Stryker and Customer are individually referred to herein as a "Party" and collectively as the "Parties."</p>	
Overview and Background:	This Agreement sets forth the terms and conditions upon which Stryker will provide support and maintenance services as set forth in this Agreement (the " Services "). This Agreement shall also indicate the capital equipment or software set forth on an applicable Equipment Service Plan which is set forth on <u>Exhibit B</u> of this Agreement (collectively, the " Equipment ") being covered by such Services.
Effective Date and Term:	The term of this Agreement shall commence on the date this Agreement is executed by the last Party (the " Effective Date ") and shall continue so long as Services are being provided under a Service Plan (the " Term ").
<p>Signatures: By executing this Agreement, each signatory represents and warrants that such person is duly authorized to execute this Agreement on behalf of the respective party.</p>	
<p>SALINAS VALLEY MEMORIAL HLTHCR SYSTEM</p> <p>Signature: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p style="text-align: center;">Address: 450 E ROMIE LN SALINAS California 93901-4029</p>	<p>STRYKER SALES, LLC.</p> <p>Signature: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p style="text-align: center;">Address: 1941 Stryker Way Portage, MI 49002 Attn: With a Copy to: Stryker Sales LLC. 1901 Romence Road Parkway Portage, MI 49002 Attn: Legal Counsel</p>
<p>Notices will be sent to the Parties at the addresses listed herein.</p>	

1. **Services.** Stryker shall provide to Customer the Services indicated on the applicable Service Plan. This Agreement and the Service Plan is ancillary to and not a complete substitute for the requirements of Customer to adhere to the routine maintenance instructions provided by Stryker, its equipment and operations manuals, and accompanying labels and/or inserts for each item of Equipment. Customer covenants and agrees that its personnel will follow the instructions and contents of those manuals, labels and inserts. Stryker reserves the right to hire subcontractors to perform the Services provided under this Agreement.

2. **Customer Obligations.** Customer shall use commercially reasonable efforts to cooperate with Stryker in connection with Stryker's performance of the Services. Customer understands and acknowledges that Stryker

employees will not provide surgical or medical advice, will not practice surgery or medicine, will not come in physical contact with the patient, will not enter the “sterile field” at any time, and will not direct equipment or instruments that come in contact with the patient during surgery. Customer’s personnel will refrain from requesting Stryker employees to take any actions in violation of these requirements or in violation of applicable laws, rules or regulations, Customer policies, or the patient’s informed consent. A refusal by Stryker employees to engage in such activities shall not be a breach of this Agreement. Customer consents to the presence of Stryker employees in its operating rooms, where applicable, in order for Stryker to provide Services under this Agreement and represents that it will obtain all necessary consents from patients.

3. **Insurance.** Stryker shall maintain the following insurance coverage during the applicable Service Plan Term: (i) commercial general liability insurance, including coverage for products and completed operations liability, with limits of \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate applying to Stryker’s liability for bodily injury, personal injury, and property damage; (ii) automobile liability insurance with a combined single limit of \$1,000,000.00 each accident covering Stryker’s use of owned, hired, and non-owned vehicles; and (iii) worker’s compensation insurance as required by applicable law subject to statutory limits and employer’s liability insurance with limits of \$1,000,000.00 each accident and/or \$1,000,000.00 each employee and policy limit for disease covering Stryker’s employees. At Customer’s written request, certificates of insurance shall be provided by Stryker prior to commencement of the Services at any premises owned or operated by Customer. Notwithstanding any other requirements within this Agreement to the contrary, to the extent permitted by applicable laws and regulations, Stryker shall be permitted to meet the above insurance requirements through a program of self-insurance.

4. **Discount Disclosure and Reporting.** Stryker, as supplier, hereby informs Customer, as buyer on behalf of itself and each purchasing Participant, of each Participant’s obligation to make all reports and disclosures required by law or contract, including without limitation properly reporting and appropriately reflecting actual prices paid for each item supplied hereunder net of any discount (including rebates and credits, if any) applicable to such item on each Participant’s Medicare cost reports, and as otherwise required under the Federal Medicare and Medicaid Anti-Kickback Statute and the regulations thereunder (42 C.F.R. 1001.952(c) and 42 CFR Part 1001.952(h)). Pricing under this Agreement and each Service Plan may constitute discounts on the purchase of Services or on the rental of equipment in connection with this Agreement. Institution represents that (i) it shall make on behalf of each Participant, or cause such Participant to make on its own behalf, all required cost reports, and (ii) it has the corporate power and authority to make or cause such cost reports to be made.

5. **HIPAA Compliance.** Stryker is not a “business associate” of Customer, as the term “business associate” is defined by HIPAA (the Health Insurance Portability and Accountability Act of 1996 and 45 C.F.R. parts 142 and 160-164, as amended). To the extent the Parties mutually agree that Stryker becomes a business associate of Customer, the Parties agree to negotiate to amend the Service Plan or this Agreement as necessary to comply with HIPAA, and if an agreement cannot be reached the applicable Service Plan will immediately terminate. All medical information and/or data concerning specific patients (including, but not limited to, the identity of the patients), derived incidentally during the course of this Agreement, shall be treated by both Parties as confidential, and shall not be released, disclosed, or published to any party other than as required or permitted under applicable laws.

6. **Warranties.** Stryker represents and warrants that the Services shall be performed in a workmanlike manner and with professional diligence and skill. Services will comply with all applicable laws and regulations. Stryker currently has, or prior to the commencement thereof, will obtain, pay for, and maintain any and all licenses, fees, and qualifications required to perform the Services. In addition, if the Services are to be performed on Customer’s premises, Stryker represents and warrants that Stryker shall comply with all applicable safety laws and Customer’s then-current published safety and other applicable regulations. When Equipment or a component is replaced, the item provided in replacement will be the Customer’s property (if Customer owns the Equipment) and the replaced item will be Stryker’s property. If a refund is provided by Stryker, the Equipment for which the refund is provided must be returned to Stryker and will become Stryker’s property. TO THE FULLEST EXTENT PERMITTED BY LAW, THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION ARE THE ONLY WARRANTIES APPLICABLE TO THE SERVICES AND ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTY BY STRYKER, EXPRESSED OR

IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

7. **Indemnity.** Stryker shall indemnify Customer from any third-party liability and/or damages which Customer suffers directly as a result of the gross negligence or willful misconduct of Stryker or its employees or agents in the course of providing Services. The foregoing indemnification will not apply to any liability arising solely from: (i) an injury or damage due to the negligence of any person other than Stryker's employee or agent; (ii) the failure of any person other than Stryker's employee or agent to follow any instructions outlined in the labeling, manual, and/or instructions for use of the Equipment; (iii) the use of any equipment or part not purchased from Stryker or any equipment or any part thereof that has been modified, altered or repaired by any person other than Stryker's employee or agent; or (iv) any actions taken or omissions made by any Stryker employee while under the direction or control of Customer's staff. Customer agrees to hold Stryker harmless from and indemnify Stryker for any claims or losses or injuries arising from (i)-(iv) above resulting from Customer's or its employees' or agents' actions.

8. **Limitation of Liability.** EXCEPT FOR THIRD PARTY DAMAGES RELATED TO STRYKER'S INDEMNITY OBLIGATIONS UNDER THE SECTION HEREOF ENTITLED "INDEMNITY," STRYKER'S LIABILITY ARISING UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNT OF SERVICE FEES PAID UNDER THE APPLICABLE SERVICE PLAN DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. IN NO INSTANCE WILL STRYKER BE LIABLE TO CUSTOMER FOR INCIDENTAL, PUNITIVE, SPECIAL, COVER, EXEMPLARY, MULTIPLIED OR CONSEQUENTIAL DAMAGES OR ATTORNEYS' FEES OR COSTS FOR ANY ACTIONS UNDER OR RELATED TO THIS AGREEMENT.

9. **Confidentiality.** Stryker and Customer: (a) shall hold in confidence this Agreement and the terms and conditions contained herein (including Services pricing) and any information and materials which are related to the business of the other or are designated as proprietary or confidential, herein or otherwise, or which a reasonable person would consider to be proprietary or confidential information; and (b) hereby covenant that they shall not disclose such information to any third party without prior written authorization of the one to whom such information relates. The rights and remedies available to a Party hereunder shall not limit or preclude any other available equitable or legal remedies.

10. **Agreement Coverage.** Stryker shall perform the Services more particularly described in the applicable Service Plan. The Services will cover the Equipment identified in a Service Plan. At any time during the term of a Service Plan, Customer may request to have additional Stryker equipment covered under the Service Plan. Any such change must be approved in writing by Stryker and may be subject to additional charges. Service Plans are applicable only to Equipment which has been determined by Stryker personnel to be in good operating condition upon his/her initial inspection thereof. If, upon inspection, initial repairs are required to put any Equipment back into good operating condition, the cost of such initial repairs will not be covered under this Agreement or any Service Plan, and will be separately invoiced at Stryker's then-current list price. If ProCare Prevent service is purchased, then on each scheduled on-site service call, Stryker personnel will inspect and adjust each available item of Equipment as required in accordance with Stryker's then-current maintenance procedures for the Equipment (the "**Preventative Maintenance**"). Preventative Maintenance inspections will be scheduled by Customer or Stryker at a mutually agreed upon time with Customer. Equipment not made available at the mutually agreed upon time will be serviced during the next scheduled service call or at another specified date. Any maintenance service call scheduled outside of Stryker's normal working hours, (Monday through Friday, 7:00 AM to 5:00 PM local time, excluding federal holidays) may carry an additional charge.

11. **Service Plan Term.** The term of each Service Plan shall be as stated therein ("**Service Plan Term**"). Stryker, Institution or a Participant may cancel a Service Plan for convenience by giving not less than sixty (60) days prior written notice to the other Party. Stryker shall promptly refund any unused prepaid Service fees upon any such termination. To the extent there are outstanding charges, Institution or Participant shall be responsible for all costs incurred by Stryker through the effective date of termination. Termination or expiration of the Agreement shall not affect the term of a Service Plan and the terms and conditions of the Agreement shall survive during the pendency of any Service Plan Term and be deemed incorporated herein by reference.

12. **Loaner Policy**. During the Service Plan Term, Stryker may provide to Customer at Stryker's sole discretion and based on availability, a complimentary item of equipment on loan ("**Loaner**") during the period in which Stryker is servicing, repairing and/or replacing Customer's Equipment ("**Loaner Period**"). The Loaner will remain the property of Stryker during the Loaner Period. At the end of the Loaner Period, Customer will have seven (7) days (unless a date soon thereafter is mutually agreed upon) to return the Loaner to Stryker ("**Return Period**"). If Customer does not return the Loaner by the end of the Return Period, Customer agrees to pay the purchase price of the Loaner ("**Loaner Purchase Price**"), which shall be equal to its current fair market value (as determined by Stryker). The Loaner Purchase Price shall be invoiced against the Customer's current purchase order on file. Upon payment of the Loaner Purchase Price ("**Payment**"), title to the Loaner shall transfer to the Customer. If, within a reasonable time after Payment, Customer wishes to return the Loaner to Stryker, then Stryker, in its sole discretion, may purchase the Loaner from Customer at its then-current fair market value.

13. **Advanced Exchange Program**. During the Service Plan Term, Stryker may at Stryker's sole discretion and based on availability, swap out Customer Equipment for repair ("**Repairable Equipment**") and provide Customer with a functionally equivalent equipment (the "**Replacement Equipment**"), Stryker will either (i) replace the Equipment during an On-site Visit or (ii) ship Replacement Equipment to Customer. In such an event, unless the Equipment is subject to a Flex Financial agreement, title to the Replacement Equipment shall be transferred from Stryker to Customer and Customer shall transfer title of the Repairable Equipment to Stryker and in connection therewith. Customer represents and warrants that it has good and valid ownership and title to the Repairable Equipment prior to such transfer and that the Repairable Equipment is transferred to Stryker free and clear of all mortgages, deeds of trust, liens, loans and encumbrances or other restrictions or limitation on their subsequent use. Repairable Equipment must be shipped by Customer to Stryker using a Stryker provided FedEx label within seven (7) days of receipt of the Replacement Equipment. (unless a date soon thereafter is mutually agreed upon) ("**Advanced Exchange Return Period**"). If Customer does not ship the Repairable Equipment by the end of the Advanced Exchange Return Period, Customer agrees to pay the purchase price of the Replacement Equipment ("**Replacement Equipment Purchase Price**"). Stryker shall ship Replacement Equipment by FedEx next day delivery when inventory supply allows. Customer shall not reuse a FedEx label; more than one item may be placed into any return shipment, but each FedEx label shall only be used the one time. Notwithstanding the foregoing, this Section 13 shall only apply to Equipment covered under ProCare Protect and ProCare Prevent with the Advanced Exchange Program.

14. **ProCare Protect**

a. **ProCare Protect Coverage**. Stryker shall provide the Services for Equipment set forth in the applicable Service Plan, subject to the limitations and exclusions contained herein ("**ProCare Protect Coverage**"):

- i. An unlimited number of repairs or replacements of the Equipment, due to damage associated with normal use, and wear, including all parts and labor associated with mail-in services;
- ii. Repair or replacement of the Equipment at Stryker's sole discretion;
- iii. If applicable, Loaner Equipment during the period that Equipment is in Stryker's possession for repair, except that all such loaner Equipment is subject to availability and Stryker's Loaner Policy (set forth in the Agreement);
- iv. All freight costs associated with shipments of repairs and loaner Equipment to Customer's facility;
- v. Prioritized repairs over non-contracted customers, with no additional administration or approval process;
- vi. Training to Participant personnel and surgeons in the safe and effective use of the Equipment; and
- vii. Other assistance reasonably requested by Participant in connection with the Equipment.

15. **ProCare Prevent**

a. **ProCare Prevent Coverage**. Stryker shall provide the ProCare Protect Coverage for the Equipment set forth in the applicable Service Plan, in addition to the Services below, subject to the limitations and exclusions contained herein:

- i. On-site Preventative Maintenance inspections (as set forth in Section 10 of the Agreement) and associated documentation (i.e., the Joint Commission, CMS or DNV equipment checklists), for the Equipment; and

- ii. Stryker may perform preventative maintenance and repairs in Customer's facility or at the applicable Stryker repair facility in Stryker's sole discretion.
- iii. All travel expenses associated with scheduled preventative maintenance inspections

16. **Invoices/Payments.** Stryker will submit to Customer an invoice for Services, and Customer shall pay the invoice in full within thirty (30) days from the date of invoice. In the event Customer wishes to dispute an invoice or portion thereof, Customer must notify Stryker in writing within fifteen (15) days of its receipt. The writing must provide Stryker with sufficient detail regarding the basis and amount of the dispute. If Customer does not dispute an invoice within fifteen (15) days of its receipt of same, the invoice will be deemed to have been accepted by Customer. If payment is overdue, Stryker reserves the right to: (a) suspend any or all Customer's Service until full payment is made; and/or terminate this Agreement upon written notice to the Customer.

17. **Non-Solicitation.** Customer agrees that, while a Service Plan is in effect hereunder, and for a period of one (1) year following the termination or expiration of the last Service Plan, it will not solicit any employees of Stryker to terminate their employment with Stryker, unless Stryker consents in writing. Nothing herein shall prohibit Customer from hiring employees of Stryker who respond to a general employment solicitation such as a newspaper advertisement.

18. **Background Check.** Stryker warrants that all of its employees who will be at Customer's facility to perform Services will have undergone a criminal background check as part of Stryker's hiring practice. The background check will consist of the following:

- Education verification, which includes a review of employee's submitted educational institutions to ensure proper accreditation;
- Drug Screen
- Employment history verification;
- SSN trace, including address history verification;
- FDA Debarment and Disqualified/Restricted List search;
- OIG/HHS Exclusion List check;
- SAM/GSA Exclusion List check;
- Criminal history search, including a national and county search and a national sex offender registry search and a search of all jurisdictions where the employee has lived or worked during the last seven years; and
- Motor vehicle check.

During a Service Plan Term, Customer may request a conference with Stryker at any reasonable time regarding the performance, behavior or expectations of any Stryker service personnel who are assigned to Customer's facility. Any Stryker service personnel who willingly and knowingly violate Customer's rules, procedures, or policies may be removed immediately at Customer's option and will be replaced by Stryker promptly.

19. **Limitations and Exclusions from Service Plan.** Notwithstanding any other provision of this Agreement, the Service Plan(s) do not cover the following, as determined by Stryker in its sole discretion: (1) abnormal wear or damage caused by reckless or intentional misconduct, abuse, neglect or failure to perform normal and routine maintenance as set out in the applicable maintenance manual or operating instructions provided with the Equipment; (2) catastrophe, fire, flood or act(s) of God; (3) damage resulting from faulty maintenance, improper storage, repair, handling or use, damage and/or alteration by non-Stryker-authorized personnel; (4) equipment on which any original serial numbers or other identification marks have been removed or destroyed; (5) damage caused as a result of the use of the Equipment beyond the useful life, if any, specified for such equipment in the user manual; (6) service Stryker cannot perform because the Equipment has been discontinued or its parts have been discontinued or made obsolete; (7) service to the Equipment if the Equipment or the Equipment site is contaminated with potentially infectious substances; (8) Equipment that has been repaired or used with any unauthorized or non-Stryker components or by an unauthorized or non-Stryker third party; or (9) any Services provided for Equipment used for navigation does not include: (a) parts, labor & travel associated with hardware or instrument upgrades needed to

accommodate software upgrades, and (b) products associated with or required for use to accommodate software upgrades.

In addition, in order to ensure safe operation of the Equipment, only Stryker accessories should be used. Stryker reserves the right to refuse service to Equipment, terminate this Agreement and the Service Plan(s), and recall any Loaner if the Equipment is used with accessories or consumables not manufactured by Stryker. If, at any time, upon inspection of the Equipment, Stryker deems any single unit of Equipment to be unserviceable, a record and report of such will be made, and provided to the Customer.

20. **Miscellaneous.** No Party shall be liable for failure of or delay in performing obligations set forth in this Agreement, and no Party shall be deemed in breach of its obligations, if such failure or delay is due to natural disasters or any causes reasonably beyond the control of such Party. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan and the Parties consent and agree that any and all litigation arising from this Agreement will be conducted by state or federal courts located in State of Michigan. This Agreement shall inure to the benefit of, and be binding upon, Customer and Stryker and their respective successors and assigns. Neither Party may assign any of its rights or obligations under this Agreement without the prior written consent of the other Party. Any purported assignment in violation of the preceding sentence will be void. This Agreement constitutes the entire agreement between the Parties concerning the subject matter of this Agreement and supersedes all prior negotiations and agreements between the Parties concerning the subject matter of this Agreement. In the event of an inconsistency or conflict between this Agreement and any purchase order, invoice, or similar document, this Agreement will control. Any inconsistency or conflict between the terms of this Agreement and a Service Plan shall be resolved in favor of the Service Plan. The sections entitled Discount Disclosure and Reporting, Warranties, Indemnity, Limitation of Liability, Confidentiality and Miscellaneous of this Agreement shall survive its termination or expiration.

**EXHIBIT A
PARTICIPANT LIST**

Participant Name	Address	Telephone and Name of Contact(s) including Accounts Payable Contact	ID #
SALINAS VALLEY MEMORIAL HLTHCR SYSTEM	450 E ROMIE LN		

**EXHIBIT B
 FORM OF SERVICE PLAN**

Pursuant to the terms of the Service Agreement (the "**Agreement**") entered into as of 11-01-2024 by and between SALINAS VALLEY MEMORIAL HLTHCR SYSTEM ("**Customer**"), and Stryker Sales LLC. ("**Stryker**"), the undersigned Participant desires to obtain the Services selected below, which, if applicable, will cover the Equipment indicated on Schedule 1 attached hereto. All capitalized terms not defined herein shall have the meanings set forth in the Agreement.

SERVICE PLAN EFFECTIVE DATE (if left blank, then the last-signed date below):	11-01-2024	
SERVICE PLAN TERM (in months):	24	
PARTICIPANT NAME/ ACCT #:	SALINAS VALLEY MEMORIAL HLTHCR SYSTEM	ACCT#: 210360
BILLING ADDRESS:	PO BOX 3827 POBox 3827 SALINAS, California, 93912-3827	PHONE : _____
SHIP TO NAME AND ADDRESS:	SALINAS VALLEY MEMORIAL HLTHCR SYSTEM 450 E ROMIE LN SALINAS, California, 93901-4029	CUSTOMER PO# : _____ PO must match Agreement Term
SELECTED SERVICE COVERAGE(S):	<input type="checkbox"/> Protect <input checked="" type="checkbox"/> Prevent Navigation Airo	
SELECT PAYMENT PLAN: <small>All payments due net 30 and do not include applicable tax.</small>	<input type="checkbox"/> Monthly payment: <u>\$6,059.63</u>	
ADDITIONAL SERVICES (if applicable):		
ACCEPTED BY STRYKER: Stryker Sales, LLC., acting through its Instruments Division BY: _____ DATE: _____	SALINAS VALLEY MEMORIAL HLTHCR SYSTEM SIGNATURE: _____ NAME: _____ TITLE: _____ DATE: _____	

Quote Number: 10868741
 Prepared For: SALINAS VALLEY MEMORIAL
 HLTHCR SYSTEM
 Account Number: 210360
 Quote Date: 10/09/2024

CUSTOMER'S COPY

Proposal

Proposal Submitted To		From
Name:	SALINAS VALLEY MEMORIAL HLTHCR SYSTEM	Katie Kipp
Address:	450 E ROMIE LN SALINAS, California 93901-4029	katie.kipp@stryker.com
Phone:	+18317591905	Work # Mobile #
Email:	We are pleased to submit our quotation on the following Stryker Instruments products.	

PROCARE COVERAGE

Existing Equipment

Product	Description	Yrs.	Qty
SS62W	Speed Spray62 ProCare ✓ Advanced Exchange	2.00	1
7110-120-000W	Universal Charger ProCare ✓ Depot Repair	2.00	1
8205-000-000W	System 8 Dual Trigger ProCare (Per Obsolescence Schedule) ✓ Diagnostic Visits/ ✓ Depot Repair ✓ SEM	2.00	10
8206-000-000W	System 8 Recip Saw ProCare (Per Obsolescence Schedule) ✓ Diagnostic Visits/ ✓ Depot Repair ✓ SEM	2.00	10
8207-000-000W	System 8 Sternum Saw ProCare (Per Obsolescence Schedule) ✓ Diagnostic Visits/ ✓ Depot Repair ✓ SEM	2.00	5
8208-000-000W	System 8 Sagittal Saw ProCare (Per Obsolescence Schedule) ✓ Diagnostic Visits/ ✓ Depot Repair ✓ SEM	2.00	13
8000-000-000W	System 8 Attachment ProCare ✓ Diagnostic Visits/ ✓ Advanced Exchange	2.00	7

Instruments

8215-000-000W	System 8 Large Battery ProCare	2.00	6
	✓ SEM ✓ Advanced Exchange		
0416-600-000W	T7 SURGICAL HELMET PROCARE	2.00	9
	✓ Advanced Exchange		
0416-610-000W	T7 SURGICAL HELMET W/LED PROCARE	2.00	3
	✓ Advanced Exchange		
0408-660-000W	Flyte Power Pack ProCare	2.00	20
	✓ Advanced Exchange		
0408-655-000W	Flyte Charger ProCare	2.00	1
	✓ Depot Repair		
9000-200-000W	ProCare Diagnostic Services Tier 1	2.00	2
	✓ Diagnostic Visits		

New Equipment

Product	Description	Yrs.	Qty
4607-000-000W	System 9 CD NXT Handpiece ProCare (1st Year of Service Included)	2.00	6
	✓ Diagnostic Visits ✓ SEM		
4605-000-000W	SYSTEM 9 CORDLESS DRIVER PROCARE (1st Year of Service Included)	2.00	6
	✓ Diagnostic Visits ✓ SEM		
4000-000-000W	Cordless/Rotary Atch ProCare (1st Year of Service Included)	2.00	12
	✓ Diagnostic Visits ✓ Advanced Exchange		
4400-000-000W	POWEReam Attachment ProCare (1st Year of Service Included)	2.00	3
	✓ Diagnostic Visits ✓ Advanced Exchange		
9212-000-000W	SYSTEM 9 SMALL BATTERY PROCARE	2.00	3
	✓ SEM ✓ Advanced Exchange		
9110-120-000W	System 9 Sterile Charger ProCare (1st Year of Service Included)	2.00	1
7400-015-000W	TPX Micro Drill ProCare (1st Year of Service Included)	2.00	4
	✓ Diagnostic Visits		
7400-034-000W	TPX Sagittal Saw ProCare (1st Year of Service Included)	2.00	4
	✓ Diagnostic Visits		
7400-037-000W	TPX Reciprocating Saw ProCare (1st Year of Service Included)	2.00	4
	✓ Diagnostic Visits		
7400-062-000W	TPX Electric Wire Driver ProCare (1st Year of Service Included)	2.00	4
	✓ Diagnostic Visits		
7400-099-000W	TPX Universal Driver ProCare (1st Year of Service Included)	2.00	4
	✓ Diagnostic Visits		

1941 Stryker Way
Portage, MI 49024
t: 1-800-253-3210
www.stryker.com



Instruments

7400-000-000W	TPX Attachment ProCare (1st Year of Service Included)	2.00	8
	✓ Diagnostic Visits ✓ Advanced Exchange		
5400-052-000W	CORE 2 Console ProCare (1st Year of Service Included)	2.00	2
Monthly Payment			\$6,059.63

SCHEDULE 1 to EXHIBIT 1
EQUIPMENT

Quote Number: 10868741
 Prepared For: SALINAS VALLEY MEMORIAL HLTHCR SYSTEM
 Account Number: 210360
 Quote Date: 10/09/2024

Repair Items Schedule 1 - Section A

Product #	Description	Serial #
4607-000-000W	System 9 CD NXT Handpiece ProCare (1st Year of Service Included)	N/A
4605-000-000W	SYSTEM 9 CORDLESS DRIVER PROCARE (1st Year of Service Included)	N/A
9212-000-000W	SYSTEM 9 SMALL BATTERY PROCARE	N/A
7110-120-000W	Universal Charger ProCare	1331708553
8205-000-000W	System 8 Dual Trigger ProCare	2012807513
8205-000-000W	System 8 Dual Trigger ProCare	2012807533
8205-000-000W	System 8 Dual Trigger ProCare	2012807553
8205-000-000W	System 8 Dual Trigger ProCare	2012808213
8205-000-000W	System 8 Dual Trigger ProCare	1833804773
8205-000-000W	System 8 Dual Trigger ProCare	R9274
8205-000-000W	System 8 Dual Trigger ProCare	1934648623
8205-000-000W	System 8 Dual Trigger ProCare	R10233
8205-000-000W	System 8 Dual Trigger ProCare	R6840
8205-000-000W	System 8 Dual Trigger ProCare	1824303163
8206-000-000W	System 8 Recip Saw ProCare	2021202883
8206-000-000W	System 8 Recip Saw ProCare	2021202983
8206-000-000W	System 8 Recip Saw ProCare	2021203083
8206-000-000W	System 8 Recip Saw ProCare	2021203113
8206-000-000W	System 8 Recip Saw ProCare	2021203023
8206-000-000W	System 8 Recip Saw ProCare	1928413783
8206-000-000W	System 8 Recip Saw ProCare	R9682
8206-000-000W	System 8 Recip Saw ProCare	1819915143
8206-000-000W	System 8 Recip Saw ProCare	2112007033
8206-000-000W	System 8 Recip Saw ProCare	1810826203
8207-000-000W	System 8 Sternum Saw ProCare	2024402863
8207-000-000W	System 8 Sternum Saw ProCare	2019214743

Instruments

8207-000-000W	System 8 Sternum Saw ProCare	1933950583
8207-000-000W	System 8 Sternum Saw ProCare	1727602573
8207-000-000W	System 8 Sternum Saw ProCare	1803302493
8208-000-000W	System 8 Sagittal Saw ProCare	2017009683
8208-000-000W	System 8 Sagittal Saw ProCare	2019513103
8208-000-000W	System 8 Sagittal Saw ProCare	2019903933
8208-000-000W	System 8 Sagittal Saw ProCare	2019904283
8208-000-000W	System 8 Sagittal Saw ProCare	2019904483
8208-000-000W	System 8 Sagittal Saw ProCare	2019904503
8208-000-000W	System 8 Sagittal Saw ProCare	2019906763
8208-000-000W	System 8 Sagittal Saw ProCare	2019907253
8208-000-000W	System 8 Sagittal Saw ProCare	2019907313
8208-000-000W	System 8 Sagittal Saw ProCare	2020407493
8208-000-000W	System 8 Sagittal Saw ProCare	1821408903
8208-000-000W	System 8 Sagittal Saw ProCare	1706109533
8208-000-000W	System 8 Sagittal Saw ProCare	2035310313
0408-655-000W	Flyte Charger ProCare	N/A
9110-120-000W	System 9 Sterile Charger ProCare (1st Year of Service Included)	N/A
7400-015-000W	TPX Micro Drill ProCare (1st Year of Service Included)	N/A
7400-034-000W	TPX Sagittal Saw ProCare (1st Year of Service Included)	N/A
7400-037-000W	TPX Reciprocating Saw ProCare (1st Year of Service Included)	N/A
7400-062-000W	TPX Electric Wire Driver ProCare (1st Year of Service Included)	N/A
7400-099-000W	TPX Universal Driver ProCare (1st Year of Service Included)	N/A
5400-052-000W	CORE 2 Console ProCare (1st Year of Service Included)	N/A
9000-200-000W	ProCare Diagnostic Services Tier 1	N/A

Replacement Items Schedule 1 - Section B

Product #	Description
SS62W	Speed Spray62 ProCare
4000-000-000W	Cordless/Rotary Attch ProCare (1st Year of Service Included)
4400-000-000W	POWEReam Attachment ProCare (1st Year of Service Included)
8000-000-000W	System 8 Attachment ProCare
8215-000-000W	System 8 Large Battery ProCare
0416-600-000W	T7 SURGICAL HELMET PROCARE
0416-610-000W	T7 SURGICAL HELMET W/LED PROCARE
0408-660-000W	Flyte Power Pack ProCare

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t: 1-800-253-3210
www.stryker.com



Instruments

7400-000-000W

TPX Attachment ProCare (1st Year of Service Included)

		Contract	(Current) Monthly	(11/1) Monthly	(Nov/Dec) 2024	2025	2026
Service	Description						
	ProCare Service Agreement for T7 Ortho Equipment	1001.4585	\$837.40	\$0.00	\$0.00	\$0.00	\$0.00
	ProCare Service Agreement for RemB Ortho Equipment	1001.4586	\$607.85	\$0.00	\$0.00	\$0.00	\$0.00
	ProCare Service Agreement for System 8 Power Equipment	1001.4587	\$5,073.52	\$0.00	\$0.00	\$0.00	\$0.00
Total			\$6,518.77	\$0.00	\$0.00	\$0.00	\$0.00
Capital	System 9 Purchase (Quote 10632648); excludes taxes & freight		n/a	n/a	\$503,946.77	n/a	n/a
Service	Stryker Procure Service, System 9 and current contracts (1001.4585, 1001.4586, 1001.4586) as noted (Quote 10868741)		\$0.00	\$6,059.63	\$12,119.26	\$72,715.56	\$72,715.56
				\$6,059.63	\$516,066.03	\$72,715.56	\$72,715.56

11/1 - Coverage begins under System 9 Service (Quote 10868741)

11/1 - Coverage terminates moves to Sys 9 Service (Quote 10868741)

11/1 - Coverage terminates; RemB obsolete/no coverage with purchase of TPX

11/1 - Coverage terminates; Sys 8 transfers to Sys 9 (Quote 10868741)

Neptune 2 & 3, Rem B Attachment become obsolete/no coverage

Finance Committee Board Paper

Agenda Item: Consider Recommendation for Board Approval of Amendment Number One to Lease Agreement to Expand the Space for Epic Inpatient Training Space at 928 East Blanco Road, Salinas Between SVH and Rancho Llano Development, LLC

Executive Sponsor: Gary Ray, Chief Legal Officer
Alysha Hyland, Chief Administrative Officer

Date: October 21, 2024

Executive Summary

As part of the multi-year implementation plan for the Epic Inpatient System, SVH requires additional space for Epic Inpatient Analysts. Very recently, an additional 3,058 square feet of office space became available at 928 East Blanco Road in Salinas. This additional space is located on the same floor as the SVH IT and Enterprise Informatics Offices and can be added to one of SVH’s existing lease agreements for space in the building.

Timeline

- October 21, 2024 – Request SVH Finance Committee Recommendation for Board Approval
- October 24, 2024 – SVH Board of Directors Meeting/Consider Recommendation for Approval
- October 25, 2024 – Anticipated Completion of Tenant Improvements by Landlord
- November 1, 2024 – Commencement Date of Amended Lease Agreement

Meeting our Mission, Vision, Goals—Strategic Plan Alignment

This transaction is aligned with the strategic initiatives in support of the implementation of the Epic Inpatient system.

Pillar/Goal Alignment: Service People Quality Finance Growth Community

Financial/Quality/Safety/Regulatory Implications

Amendment Number One to Lease Agreement consolidates the existing lease for Suite 235 with the expansion space for Suite 210 at 928 East Blanco Road, Salinas:

1. Lease Commencement Date	November 1, 2024
2. Term of Lease	Five (5) Years through May 31, 2029
3. Option to Extend	One (1) five-year option to extend the Lease.
4. Payment Terms	Monthly/NNN
5. Initial Rent (per sq. ft.)	\$1.85 per square foot
6. Rentable square feet	Original: 4,900 sf; Expansion: 3,058 sf; Total: 7,958
7. Initial Rent	\$14,760.81 Monthly (November 1, 2024 through May 31, 2025)
8. Annual Increases	3.0 percent per year (beginning June 1, 2025)
9. Renewal of Existing/New	Adding additional space to existing lease agreement
10. Tenant Improvements	Landlord making minor tenant improvements prior to occupancy

Recommendation

Administration requests that the Finance Committee make a recommendation to the Board of Directors for approval of Amendment Number One to Lease Agreement to Expand the Space for Epic Inpatient Training Space at 928 East Blanco Road, Salinas Between SVH and Rancho Llano Development, LLC

AMENDMENT NUMBER ONE TO LEASE AGREEMENT

This Amendment Number One to Lease Agreement (“Amendment”) is entered into and effective on November 1, 2024 (“Effective Date”) by and between **Rancho Llano Development, LLC**, a California Limited Liability Company, having an address of 27810 Mesa Del Toro Road, Salinas, CA 93908 (“Landlord”) and **Salinas Valley Memorial Healthcare System**, a California Local Health Care District, operating as Salinas Valley Health having an address of 450 East Romie Lane, Salinas, CA 93901 (“Tenant”).

RECITALS

- A. Landlord and Tenant entered into a Lease Agreement, commencing June 1, 2019 (“Lease”), for approximately 4,900 rentable square feet of space known as Suite 235 (“Premises”) in the building located at 928 East Blanco Road, Salinas, CA 93901, as more particularly described in the Lease.
- B. Tenant exercised its Five (5) Year Option to Renew pursuant to Section 19.a. of the Lease to extend the term of the Lease through May 31, 2029.
- C. Landlord and Tenant wish to amend the Lease to (i) expand the Premises by an additional three thousand fifty-eight (3,058) rentable square feet of office space identified as Suite 210 (“Expansion Premises”), (ii) adjust the Base Rent and Tenant’s Prorata Share, (iii) construct improvements to Suite 210, and (iv) amend certain terms and conditions of the Lease as set forth in this Amendment.

In consideration of the mutual covenants contained in this Amendment and for other good and valuable consideration, Landlord and Tenant hereby agree as follows:

- 1. **Defined Terms.** All capitalized terms used in this Amendment that are not defined herein shall have the meanings as set forth in the Lease.
- 2. **Effective Date.** The “Effective Date” November 1, 2024
- 3. **Expansion Premises.** Landlord hereby leases Tenant, and Tenant hereby leases from Landlord, the Expansion Premises on all of the terms and conditions set forth in the Lease. Subject to the term and conditions of this Amendment, and as otherwise set forth in section 7 of this Amendment, the Expansion Premises will be delivered to Tenant in its “As-is, Where Is, With All Faults” condition.
- 4. **Premises.** From and after the Effective Date, the new total rentable square footage of the Original and the Expansion Premises shall be seven thousand nine hundred fifty-eight (7,958) rentable square feet and shall be referred to as the “Premises.” Tenant’s Prorata Share under the Lease shall be 12.83%.
- 5. Commencing on November 1, 2024, and continuing throughout the balance of the term, Tenant shall pay base Monthly Rent as follows:

November 1, 2024 – May 31, 2025	\$14,760.81 Monthly
June 1, 2025 – May 31, 2026	\$15,203.63 Monthly
June 1, 2026 – May 31, 2027	\$15,659.74 Monthly
June 1, 2027 – May 31, 2028	\$16,129.53 Monthly
June 1, 2028 – May 31, 2029	\$16,613.42 Monthly

In addition, Tenant shall continue to be responsible for Tenant’s prorated share of Operating Expenses as stipulated in the Lease, however, Tenant’s prorated share of Operating Expenses shall be adjusted to \$0.64 per square foot to reflect Landlord’s good faith estimate of current Operating Expenses.

- 6. Article 19. Option to Renew. Landlord hereby grants to Tenant the right to extend the Lease Term (“Extension Option”) for one (1) additional five (5) year term (“Extension Option Period”), upon and subject to all the same terms and conditions as are contained in the Lease, except that the Base Rent for the Extension Option Period shall be as set forth in below.

June 1, 2029 – May 31, 2030	\$17,111.82 Monthly
June 1, 2030 – May 31, 2031	\$17,625.17 Monthly
June 1, 2031 – May 31, 2032	\$18,153.93 Monthly
June 1, 2032 – May 31, 2033	\$18,698.55 Monthly
June 1, 2033 – May 31, 2034	\$19,259.50 Monthly

There shall be no further options to renew under the Lease.

- 7. Landlord, at Landlord's sole cost and expense, shall, in the Expansion Premises, (i) remove pony wall in reception area, (ii) shampoo carpets and replace any damaged or heavily soiled carpet tiles, (iii) touch-up paint, and (iv) provide a detailed janitorial clean-up. Tenant, at Tenant's cost, shall be responsible for any costs associated with its IT networking. Tenant shall be provided early access to the Expansion Premises on no later than October 16, 2024 for its IT wiring and furniture set up as long as Tenant shall minimizes any disruption to Landlord's work.
- 8. This Amendment may be executed in multiple counterparts, DocuSign and facsimile copies, each of which shall be deemed and original, but all of which, together, shall constitute one and the same document.
- 9. Landlord and Tenant each warrant and represent that this Amendment has been executed on their respective behalf with the full and proper authority.
- 10. Except as set forth in this Amendment, all of the terms and conditions of the Lease shall remain unchanged and in full force and effect. In the event of any conflict between the provisions of this Amendment and the provisions of the Lease, this Amendment shall control.

Landlord

Rancho Llano Development, LLC, a California Limited Liability Company

Signed by:
 By: Henry J. Francioni, Jr.
 8A7A242BD5E04AD...

Its: Managing member

Date: 10/10/2024

Tenant

Salinas Valley Memorial Healthcare Systems, a California Local Health Care District

By: _____
Allen Radner, MD, President/CEO

Date: _____

Board Paper: Review and Approval by Board

Agenda Item: Consider Recommendation for Board Approval of the MetTel Carrier Services Contract for Three Years as Sole Source Justification and Contract Award.

Executive Sponsor: Alysha Hyland, CAO
Audrey Parks, CIO

Date: October 14, 2024

Executive Summary

Salinas Valley Health receives telecommunications services predominantly from AT&T and Comcast. Due to our existing, large AT&T carrier environment, we found opportunities to move lines from AT&T that do not require premium services to a phone line and services aggregator, MetTel. In addition to lower cost we continue to have improved management and visibility of our AT&T lines through MetTel’s proprietary utilization management portal, Bruin. MetTel is a leading wholesale carrier aggregator and a four-time leader in the 2023 Gartner Strategic Quadrant for Managed Services. MetTel’s unique contract management software, the Bruin Portal, will reduce overhead costs for the IT Communications team to manage our carrier contracts, track our service tickets, and monitor our expenses. This contract renewal is for our existing telephone and fax lines with MetTel.

SAVINGS SUMMARY

Contract Term:	36 Month	Quoted By:	MetTel
Date Requested:	Sep 26, 2024	Quote ID:	SQ-00354817
Date Fulfilled:	Sep 26, 2024		
Expiration Date:	Oct 26, 2024		

CURRENT SPEND	\$ 21056.96
PROPOSED RENEWAL MONTHLY SPEND	\$ 13800
MONTHLY SAVINGS	\$ 7256.96
MONTHLY SAVINGS IN %	34 %

The contract proposed is for all our current MetTel plain old telephone service (POTS) lines at a cost of \$13,800/month, down from the \$21,056.96/month which we avoid by renewing through MetTel.

The current estimated savings over 3 years is 34% or \$261,250.56.

Key Contract Terms	Vendor: Carousel Industries
1. Proposed contract signing date	October 25, 2024
2. Term of agreement	September 26, 2024 – September 25, 2025
3. Renewal terms	month-to-month at end of term
4. Termination provision(s)	Early termination possible, but fiscal liability for contract value remains
5. Payment Terms	Monthly payments in the amount of \$13,800. Net 30 per master agreement.
6. Annual cost(s)	\$165,600
7. Cost over life of agreement	\$496,800
8. Budgeted (yes or no)	Yes. Net savings of \$261,250.56 over 3 years
9. Contract	1001.3884

https://svmh.freshservice.com/a/tickets/183812?current_tab=details

Recommendation

Consider recommendation for Board approval of the MetTel contract in the amount of \$496,800 over a three-year term as sole source and contract award.

Attachments

- Quote, dated September 26, 2024, SQ-00354817.

Justification for Sole Source Form

Item Request: Telecommunications Aggregator

To: Proposal Evaluation Panel

From: Audrey Parks, IT

Type of Purchase:

- Materials/Supplies
- Data Processing/Telecommunication Goods > \$25,000
- Medical/Surgical – Supplies/Equipment > \$25,000
- Purchased Services
- Other – Describe: _____

Cost Estimate \$	\$496,800
Business Name	MetTel Communications
Vendor/Consultant Information	Carousel Industries
Contact Name and Position	Matthew Bridgen
Contact Email	mgridgen@carouselindustries.com
Contact Phone Number	510-304-4204

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 receives telecommunications services predominantly from AT&T and Comcast. Due to our existing, large AT&T carrier environment, we were looking for a AT&T voice aggregation partner for our voice services. Based on our business objectives to simplify our telecommunications carrier management and reduce total monthly telecommunication spend, we consolidated and switched procurement of select AT&T lines under MetTel Communications to provide voice wireline aggregation and reduce costs.

- 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.**

Justification for Sole Source Form

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: _____

MetTel Communications Solution

Prepared For
Salinas Valley Health

Presented On
September 26, 2024

Presented By
MetTel



Dear Salinas Valley Health,

Thank you for the opportunity to propose a MetTel solution for your business communications needs. At MetTel, we strive to achieve the best value for our customers by providing a comprehensive suite of telecommunications solutions. From traditional voice services to software-defined networks and mobility solutions, MetTel is the preferred solution provider of enterprise and government customers.

We are committed to delivering immediate and sustainable cost and operational efficiencies to our customers:

- Significant hard and soft dollar savings
- Cloud-based communications management platform with detailed invoicing, reporting and help desk functionality
- Service availability for all communications solutions across the United States, Canada, and Puerto Rico
- Superior, 24/7/365 U.S.-based customer care

I look forward to reviewing the enclosed proposal with you and addressing any questions you may have.

Thank you.

MetTel

SOLUTION PORTFOLIO

Data & Network Solutions

- Ethernet Services
- MPLS
- Data T1
- Cable Internet
- SD-WAN
- Business Fiber
- Managed Router
- Managed Firewall
- Managed Wi-Fi
- IPsec & SSL VPN

Advanced Voice Solutions

- Cloud PBX
- Unified Communications (UC)
- SIP Trunking
- SIP PRI
- Digital Phone

Cloud Managed Solutions

- Hosted Exchange
- Online Backup

IP Business

- Patching & Antivirus
- IT Management Services

Mobility Solutions

- Mobile Device Management (MDM)
- Nationwide Mobility
- Fixed Wireless/Mobility
- Push-to-Talk (PTT)
- Mobile Help Desk
- Internet of Things (IoT)
- Mobile POTS

Professional & Consulting Solutions

- Communications Management Platform (Bruin)
- Professional Services
- Managed Services

Traditional Solutions

- Business Lines
- Local & Long Distance
- Toll-Free
- High Speed Internet
- ISDN PRI
- PRI
- Point-to-Point Private Lines
- Centrex
- PBX Trunks

SAVINGS SUMMARY

Contract Term: 36 Month
Date Requested: Sep 26, 2024
Date Fulfilled: Sep 26, 2024
Expiration Date: Oct 26, 2024

Quoted By: MetTel
Quote ID: SQ-00354817

CURRENT SPEND	\$ 21056.96
PROPOSED RENEWAL MONTHLY SPEND	\$ 13800
MONTHLY SAVINGS	\$ 7256.96
MONTHLY SAVINGS IN %	34 %

Prepared For
Salinas Valley Health
Expiration Date
Oct 26, 2024
Authorized By

Date
September 26, 2024

Quote ID
SQ-00354817
Opportunity ID
006TQ00000CuPsrYAF
Term
36 Month

Total Locations
51

Total Current MRC
\$21,056.96

Total Proposed MRC
\$13,800.00

Monthly Charges Details

BTN	WTN	Current Plan	Location	Qty	Current Rate	Proposed Renewal Rate
8317582845	8317582845	MetPak Plus Bundled Combo Unltd Local	1033 Los Palos Dr, Salinas, CA 93901 USA	1	\$50.00	\$50.00
8317582845	8317582848	MetPak Plus Bundled Combo Unltd Local	1033 Los Palos Dr, Salinas, CA 93901 USA	1	\$50.00	\$50.00
8317582997	8317582997	MetPak Plus Bundled Combo Unltd Local	1033 Los Palos Dr, Salinas, CA 93901 USA	1	\$50.00	\$50.00
8317582997	8317587817	MetPak Plus Bundled Combo Unltd Local	1033 Los Palos Dr, Salinas, CA 93901 USA	1	\$50.00	\$50.00
8314241857	8314241857	MetPak Plus Bundled Combo Unltd Local	1326 Natividad Rd, Salinas, CA 93906 USA	1	\$50.00	\$50.00
8317750202	8317750202	MetPak Plus Bundled Combo Unltd Local	212 San Jose St SUIT 209, Salinas, CA 93901 USA	1	\$50.00	\$50.00
8317750202	8317750347	MetPak Plus Bundled Combo Unltd Local	212 San Jose St SUIT 209, Salinas, CA 93901 USA	1	\$50.00	\$50.00
8317588642	8317588642	MetPak Plus Bundled Combo Unltd Local	212 San Jose St Unit Mech, Salinas, CA 93901 USA	1	\$50.00	\$50.00
8317582032	8317582032	MetPak Plus Bundled Combo Unltd Local	254 San Jose St, Salinas, CA 93901 USA	1	\$50.00	\$50.00
8316229037	8316229037	MetPak Plus Bundled Combo Unltd Local	26542 Carmel Rancho Blvd, Carmel, CA 93923 USA	1	\$50.00	\$50.00
8316229037	8316264276	MetPak Plus Bundled Combo Unltd Local	26542 Carmel Rancho Blvd, Carmel, CA 93923 USA	1	\$50.00	\$50.00
8317582909	8317582909	MetPak Plus Bundled Combo Unltd Local	3 Rossi Cir Unit D Unit D, Salinas, CA 93907 USA	1	\$50.00	\$50.00
8317582909	8317582918	MetPak Plus Bundled Combo Unltd Local	3 Rossi Cir Unit D Unit D, Salinas, CA 93907 USA	1	\$50.00	\$50.00
8314222975	8314222975	MetPak Plus Bundled Combo Unltd Local	321 E Romie Ln Fl 2, Salinas, CA 93901 USA	1	\$50.00	\$50.00
8314246580	8314246580	MetPak Plus Bundled Combo Unltd Local	321 E Romie Ln Fl 2, Salinas, CA 93901 USA	1	\$50.00	\$50.00

The foregoing services are being purchased in accordance with the terms and conditions of the Master Service Agreements entered into by and between customer and MetTel. Above rates do not include taxes, surcharges, features and usage. Federal, state and local taxes and other items not quoted are in addition to the above services. Unless otherwise noted, equipment and installation are not included. Ethernet circuits may be delivered as Copper or Fiber. Build out charges may apply to Fiber circuits.

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BTN	WTN	Current Plan	Location	Qty	Current Rate	Proposed Renewal Rate
8317571286	8317571286	MetPak Plus Bundled Combo Unltd Local	321 E Romie Ln Fl 2, Salinas, CA 93901 USA	1	\$50.00	\$50.00
8317571323	8317571323	MetPak Plus Bundled Combo Unltd Local	321 E Romie Ln Fl 2, Salinas, CA 93901 USA	1	\$50.00	\$50.00
8314222024	8314222203	MetPak Plus Bundled Combo Unltd Local	321 E Romie Ln Fl 2, Salinas, CA 93901 USA	1	\$50.00	\$50.00
8314222024	8314222024	MetPak Plus Bundled Combo Unltd Local	321 E Romie Ln Fl 2, Salinas, CA 93901 USA	1	\$50.00	\$50.00
8314243473	8314243473	MetPak Plus Bundled Combo Unltd Local	355 Abbott St, Salinas, CA 93901 USA	1	\$50.00	\$50.00
8314240658	8314240658	MetPak Plus Bundled Combo Unltd Local	355 Abbott St, Salinas, CA 93901 USA	1	\$50.00	\$50.00
8314240658	8314243974	MetPak Plus Bundled Combo Unltd Local	355 Abbott St, Salinas, CA 93901 USA	1	\$50.00	\$50.00
8317536416	8317536416	MetPak Plus Bundled Combo Unltd Local	355 Abbott St, Salinas, CA 93901 USA	1	\$50.00	\$50.00
8317517050	8317517050	MetPak Plus Bundled Combo Unltd Local	355 Abbott St, Salinas, CA 93901 USA	1	\$50.00	\$50.00
8317517050	8314240992	MetPak Plus Bundled Combo Unltd Local	355 Abbott St, Salinas, CA 93901 USA	1	\$50.00	\$50.00
8317517050	8314244670	MetPak Plus Bundled Combo Unltd Local	355 Abbott St, Salinas, CA 93901 USA	1	\$50.00	\$50.00
8317517050	8314244718	MetPak Plus Bundled Combo Unltd Local	355 Abbott St, Salinas, CA 93901 USA	1	\$50.00	\$50.00
8317517050	8314244737	MetPak Plus Bundled Combo Unltd Local	355 Abbott St, Salinas, CA 93901 USA	1	\$50.00	\$50.00
8317530228	8317530228	MetPak Plus Bundled Combo Unltd Local	450 E ROMIE LN, SALINAS, CA 93901	1	\$50.00	\$50.00
8317530228	8314221624	MetPak Plus Bundled Combo Unltd Local	450 E ROMIE LN, SALINAS, CA 93901	1	\$50.00	\$50.00
8317530228	8314221645	MetPak Plus Bundled Combo Unltd Local	450 E ROMIE LN, SALINAS, CA 93901	1	\$50.00	\$50.00
8317530228	8314242110	MetPak Plus Bundled Combo Unltd Local	450 E ROMIE LN, SALINAS, CA 93901	1	\$50.00	\$50.00
8317530228	8314243820	MetPak Plus Bundled Combo Unltd Local	450 E ROMIE LN, SALINAS, CA 93901	1	\$50.00	\$50.00
8317530228	8314244645	MetPak Plus Bundled Combo Unltd Local	450 E ROMIE LN, SALINAS, CA 93901	1	\$50.00	\$50.00
8317530228	8314244757	MetPak Plus Bundled Combo Unltd Local	450 E ROMIE LN, SALINAS, CA 93901	1	\$50.00	\$50.00
8317530228	8314244832	MetPak Plus Bundled Combo Unltd Local	450 E ROMIE LN, SALINAS, CA 93901	1	\$50.00	\$50.00
8317530228	8314246542	MetPak Plus Bundled Combo Unltd Local	450 E ROMIE LN, SALINAS, CA 93901	1	\$50.00	\$50.00
8317530228	8314247961	MetPak Plus Bundled Combo Unltd Local	450 E ROMIE LN, SALINAS, CA 93901	1	\$50.00	\$50.00

BTN	WTN	Current Plan	Location	Qty	Current Rate	Proposed Renewal Rate
8317530228	8317510277	MetPak Plus Bundled Combo Unltd Local	450 E ROMIE LN, SALINAS, CA 93901	1	\$50.00	\$50.00
8317530228	8317530241	MetPak Plus Bundled Combo Unltd Local	450 E ROMIE LN, SALINAS, CA 93901	1	\$50.00	\$50.00
8317530228	8317530341	MetPak Plus Bundled Combo Unltd Local	450 E ROMIE LN, SALINAS, CA 93901	1	\$50.00	\$50.00
8317530228	8317530768	MetPak Plus Bundled Combo Unltd Local	450 E ROMIE LN, SALINAS, CA 93901	1	\$50.00	\$50.00
8317530228	8317530812	MetPak Plus Bundled Combo Unltd Local	450 E ROMIE LN, SALINAS, CA 93901	1	\$50.00	\$50.00
8317530228	8317536489	MetPak Plus Bundled Combo Unltd Local	450 E ROMIE LN, SALINAS, CA 93901	1	\$50.00	\$50.00
8317530228	8317536532	MetPak Plus Bundled Combo Unltd Local	450 E ROMIE LN, SALINAS, CA 93901	1	\$50.00	\$50.00
8317530228	8317539810	MetPak Plus Bundled Combo Unltd Local	450 E ROMIE LN, SALINAS, CA 93901	1	\$50.00	\$50.00
8317530228	8317542840	MetPak Plus Bundled Combo Unltd Local	450 E ROMIE LN, SALINAS, CA 93901	1	\$50.00	\$50.00
8317530228	8317542902	MetPak Plus Bundled Combo Unltd Local	450 E ROMIE LN, SALINAS, CA 93901	1	\$50.00	\$50.00
8317530228	8317570289	MetPak Plus Bundled Combo Unltd Local	450 E ROMIE LN, SALINAS, CA 93901	1	\$50.00	\$50.00
8317530228	8317570827	MetPak Plus Bundled Combo Unltd Local	450 E ROMIE LN, SALINAS, CA 93901	1	\$50.00	\$50.00
8317530228	8317571685	MetPak Plus Bundled Combo Unltd Local	450 E ROMIE LN, SALINAS, CA 93901	1	\$50.00	\$50.00
8317530228	8317572656	MetPak Plus Bundled Combo Unltd Local	450 E ROMIE LN, SALINAS, CA 93901	1	\$50.00	\$50.00
8317530228	8317572673	MetPak Plus Bundled Combo Unltd Local	450 E ROMIE LN, SALINAS, CA 93901	1	\$50.00	\$50.00
8317530228	8317572766	MetPak Plus Bundled Combo Unltd Local	450 E ROMIE LN, SALINAS, CA 93901	1	\$50.00	\$50.00
8317530228	8317572870	MetPak Plus Bundled Combo Unltd Local	450 E ROMIE LN, SALINAS, CA 93901	1	\$50.00	\$50.00
8317530228	8317573128	MetPak Plus Bundled Combo Unltd Local	450 E ROMIE LN, SALINAS, CA 93901	1	\$50.00	\$50.00
8317530228	8317576823	MetPak Plus Bundled Combo Unltd Local	450 E ROMIE LN, SALINAS, CA 93901	1	\$50.00	\$50.00
8317530228	8317577010	MetPak Plus Bundled Combo Unltd Local	450 E ROMIE LN, SALINAS, CA 93901	1	\$50.00	\$50.00
8317530228	8317577754	MetPak Plus Bundled Combo Unltd Local	450 E ROMIE LN, SALINAS, CA 93901	1	\$50.00	\$50.00
8317530228	8317577871	MetPak Plus Bundled Combo Unltd Local	450 E ROMIE LN, SALINAS, CA 93901	1	\$50.00	\$50.00
8317530228	8317577955	MetPak Plus Bundled Combo Unltd Local	450 E ROMIE LN, SALINAS, CA 93901	1	\$50.00	\$50.00

BTN	WTN	Current Plan	Location	Qty	Current Rate	Proposed Renewal Rate
8317530228	8317577965	MetPak Plus Bundled Combo Unltd Local	450 E ROMIE LN, SALINAS, CA 93901	1	\$50.00	\$50.00
8317530228	8317578641	MetPak Plus Bundled Combo Unltd Local	450 E ROMIE LN, SALINAS, CA 93901	1	\$50.00	\$50.00
8317530228	8317580203	MetPak Plus Bundled Combo Unltd Local	450 E ROMIE LN, SALINAS, CA 93901	1	\$50.00	\$50.00
8317530228	8317581701	MetPak Plus Bundled Combo Unltd Local	450 E ROMIE LN, SALINAS, CA 93901	1	\$50.00	\$50.00
8317530228	8317582219	MetPak Plus Bundled Combo Unltd Local	450 E ROMIE LN, SALINAS, CA 93901	1	\$50.00	\$50.00
8317530228	8317583421	MetPak Plus Bundled Combo Unltd Local	450 E ROMIE LN, SALINAS, CA 93901	1	\$50.00	\$50.00
8317530228	8317583935	MetPak Plus Bundled Combo Unltd Local	450 E ROMIE LN, SALINAS, CA 93901	1	\$50.00	\$50.00
8317530228	8317585031	MetPak Plus Bundled Combo Unltd Local	450 E ROMIE LN, SALINAS, CA 93901	1	\$50.00	\$50.00
8317530228	8317586437	MetPak Plus Bundled Combo Unltd Local	450 E ROMIE LN, SALINAS, CA 93901	1	\$50.00	\$50.00
8317530228	8317588728	MetPak Plus Bundled Combo Unltd Local	450 E ROMIE LN, SALINAS, CA 93901	1	\$50.00	\$50.00
8317530228	8317729832	MetPak Plus Bundled Combo Unltd Local	450 E ROMIE LN, SALINAS, CA 93901	1	\$50.00	\$50.00
8317530228	8317750385	MetPak Plus Bundled Combo Unltd Local	450 E ROMIE LN, SALINAS, CA 93901	1	\$50.00	\$50.00
8317530228	8317831356	MetPak Plus Bundled Combo Unltd Local	450 E ROMIE LN, SALINAS, CA 93901	1	\$50.00	\$50.00
8317530228	8317831392	MetPak Plus Bundled Combo Unltd Local	450 E ROMIE LN, SALINAS, CA 93901	1	\$50.00	\$50.00
8317553046	8317553046	MetPak Plus Bundled Combo Unltd Local	450 E ROMIE LN, SALINAS, CA 93901	1	\$50.00	\$50.00
8317570955	8317570955	MetPak Plus Bundled Combo Unltd Local	450 E ROMIE LN, SALINAS, CA 93901	1	\$50.00	\$50.00
8313721795	8313721795	MetPak Plus Bundled Combo Unltd Local	5 Lower Ragsdale Dr, Monterey, CA 93940 USA	1	\$50.00	\$50.00
8313721795	8313339489	MetPak Plus Bundled Combo Unltd Local	5 Lower Ragsdale Dr, Monterey, CA 93940 USA	1	\$50.00	\$50.00
8313721795	8313724891	MetPak Plus Bundled Combo Unltd Local	5 Lower Ragsdale Dr, Monterey, CA 93940 USA	1	\$50.00	\$50.00
8313721795	8313724892	MetPak Plus Bundled Combo Unltd Local	5 Lower Ragsdale Dr, Monterey, CA 93940 USA	1	\$50.00	\$50.00
8313721795	8316579756	MetPak Plus Bundled Combo Unltd Local	5 Lower Ragsdale Dr, Monterey, CA 93940 USA	1	\$50.00	\$50.00
8313721795	8316579757	MetPak Plus Bundled Combo Unltd Local	5 Lower Ragsdale Dr, Monterey, CA 93940 USA	1	\$50.00	\$50.00
8313721795	8316579758	MetPak Plus Bundled Combo Unltd Local	5 Lower Ragsdale Dr, Monterey, CA 93940 USA	1	\$50.00	\$50.00

BTN	WTN	Current Plan	Location	Qty	Current Rate	Proposed Renewal Rate
8313721795	8316579761	MetPak Plus Bundled Combo Unltd Local	5 Lower Ragsdale Dr, Monterey, CA 93940 USA	1	\$50.00	\$50.00
8313721795	8316579762	MetPak Plus Bundled Combo Unltd Local	5 Lower Ragsdale Dr, Monterey, CA 93940 USA	1	\$50.00	\$50.00
8313721795	8316579763	MetPak Plus Bundled Combo Unltd Local	5 Lower Ragsdale Dr, Monterey, CA 93940 USA	1	\$50.00	\$50.00
8316492441	8316492441	MetPak Plus Bundled Combo Unltd Local	5 Lower Ragsdale Dr, Monterey, CA 93940 USA	1	\$50.00	\$50.00
8316492441	8316492448	MetPak Plus Bundled Combo Unltd Local	5 Lower Ragsdale Dr, Monterey, CA 93940 USA	1	\$50.00	\$50.00
8316492441	8316492451	MetPak Plus Bundled Combo Unltd Local	5 Lower Ragsdale Dr, Monterey, CA 93940 USA	1	\$50.00	\$50.00
8316492441	8316492473	MetPak Plus Bundled Combo Unltd Local	5 Lower Ragsdale Dr, Monterey, CA 93940 USA	1	\$50.00	\$50.00
8316492334	8316492334	MetPak Plus Bundled Combo Unltd Local	5 Lower Ragsdale Dr Ste 100 Ste 100, Monterey, CA 93940 USA	1	\$50.00	\$50.00
8316492334	8316492339	MetPak Plus Bundled Combo Unltd Local	5 Lower Ragsdale Dr Ste 100 Ste 100, Monterey, CA 93940 USA	1	\$50.00	\$50.00
8316492326	8316492326	MetPak Plus Bundled Combo Unltd Local	5 Lower Ragsdale Dr Ste 102 Ste 102, Monterey, CA 93940 USA	1	\$50.00	\$50.00
8313721192	8313721192	MetPak Plus Bundled Combo Unltd Local	5 Lower Ragsdale Dr Ste 102 Ste 102, Monterey, CA 93940 USA	1	\$50.00	\$50.00
8313721192	8313721901	MetPak Plus Bundled Combo Unltd Local	5 Lower Ragsdale Dr Ste 102 Ste 102, Monterey, CA 93940 USA	1	\$50.00	\$50.00
8317582768	8317582768	MetPak Plus Bundled Combo Unltd Local	505 E Romie Ln Ste A Ste A, Salinas, CA 93901 USA	1	\$50.00	\$50.00
8317582768	8317582771	MetPak Plus Bundled Combo Unltd Local	505 E Romie Ln Ste A Ste A, Salinas, CA 93901 USA	1	\$50.00	\$50.00
8317587818	8317587818	MetPak Plus Bundled Combo Unltd Local	505 E Romie Ln Ste A Ste A, Salinas, CA 93901 USA	1	\$50.00	\$50.00
8317548752	8317548752	MetPak Plus Bundled Combo Unltd Local	559 Abbott St, Salinas, CA 93901 USA	1	\$50.00	\$50.00
8317548752	8317548762	MetPak Plus Bundled Combo Unltd Local	559 Abbott St, Salinas, CA 93901 USA	1	\$50.00	\$50.00
8317548752	8317548782	MetPak Plus Bundled Combo Unltd Local	559 Abbott St, Salinas, CA 93901 USA	1	\$50.00	\$50.00
8317548752	8317548785	MetPak Plus Bundled Combo Unltd Local	559 Abbott St, Salinas, CA 93901 USA	1	\$50.00	\$50.00
8317548752	8317548813	MetPak Plus Bundled Combo Unltd Local	559 Abbott St, Salinas, CA 93901 USA	1	\$50.00	\$50.00
8317548752	8317548814	MetPak Plus Bundled Combo Unltd Local	559 Abbott St, Salinas, CA 93901 USA	1	\$50.00	\$50.00
8317548752	8317548820	MetPak Plus Bundled Combo Unltd Local	559 Abbott St, Salinas, CA 93901 USA	1	\$50.00	\$50.00
8317548752	8317548841	MetPak Plus Bundled Combo Unltd Local	559 Abbott St, Salinas, CA 93901 USA	1	\$50.00	\$50.00

BTN	WTN	Current Plan	Location	Qty	Current Rate	Proposed Renewal Rate
8317536524	8317536524	MetPak Plus Bundled Combo Unltd Local	559 Abbott St, Salinas, CA 93901 USA	1	\$50.00	\$50.00
8314227313	8314227313	MetPak Plus Bundled Combo Unltd Local	559 Abbott St, Salinas, CA 93901 USA	1	\$50.00	\$50.00
8317571897	8317571897	MetPak Plus Bundled Combo Unltd Local	559 Abbott St, Salinas, CA 93901 USA	1	\$50.00	\$50.00
8317571280	8317571280	MetPak Plus Bundled Combo Unltd Local	559 Abbott St, Salinas, CA 93901 USA	1	\$50.00	\$50.00
8317571280	8317571284	MetPak Plus Bundled Combo Unltd Local	559 Abbott St, Salinas, CA 93901 USA	1	\$50.00	\$50.00
8317571309	8317571309	MetPak Plus Bundled Combo Unltd Local	559 Abbott St, Salinas, CA 93901 USA	1	\$50.00	\$50.00
8317571720	8317571720	MetPak Plus Bundled Combo Unltd Local	559 Abbott St, Salinas, CA 93901 USA	1	\$50.00	\$50.00
8317582734	8317582736	MetPak Plus Bundled Combo Unltd Local	559 Abbott St, Salinas, CA 93901 USA	1	\$50.00	\$50.00
8317582734	8317582734	MetPak Plus Bundled Combo Unltd Local	559 Abbott St, Salinas, CA 93901 USA	1	\$50.00	\$50.00
8317582734	8317582753	MetPak Plus Bundled Combo Unltd Local	559 Abbott St, Salinas, CA 93901 USA	1	\$50.00	\$50.00
8317588608	8317588608	MetPak Plus Bundled Combo Unltd Local	559 Abbott St, Salinas, CA 93901 USA	1	\$110.00	\$50.00
8314221428	8314221428	MetPak Plus Bundled Combo Unltd Local	60 Malarin St Ste C, Salinas, CA 93901 USA	1	\$50.00	\$50.00
8317550606	8317550606	MetPak Plus Bundled Combo Unltd Local	626 Brunken Ave, Salinas, CA 93901 USA	1	\$50.00	\$50.00
8317571318	8317571318	MetPak Plus Bundled Combo Unltd Local	626 Brunken Ave, Salinas, CA 93901 USA	1	\$50.00	\$50.00
8317582832	8317582832	MetPak Plus Bundled Combo Unltd Local	626 Brunken Ave, Salinas, CA 93901 USA	1	\$50.00	\$50.00
8317582832	8317582844	MetPak Plus Bundled Combo Unltd Local	626 Brunken Ave, Salinas, CA 93901 USA	1	\$50.00	\$50.00
8316753601	8316753601	MetPak Plus Bundled Combo Unltd Local	850 5th Ave, Los Angeles, CA 90005 USA	1	\$50.00	\$50.00
8316753601	8316753029	MetPak Plus Bundled Combo Unltd Local	850 5th Ave, Los Angeles, CA 90005 USA	1	\$50.00	\$50.00
8316753601	8316753094	MetPak Plus Bundled Combo Unltd Local	850 5th Ave, Los Angeles, CA 90005 USA	1	\$50.00	\$50.00
8316753601	8316753128	MetPak Plus Bundled Combo Unltd Local	850 5th Ave, Los Angeles, CA 90005 USA	1	\$50.00	\$50.00
8316753601	8316753145	MetPak Plus Bundled Combo Unltd Local	850 5th Ave, Los Angeles, CA 90005 USA	1	\$50.00	\$50.00
8316753601	8316753161	MetPak Plus Bundled Combo Unltd Local	850 5th Ave, Los Angeles, CA 90005 USA	1	\$50.00	\$50.00
8316753601	8316753164	MetPak Plus Bundled Combo Unltd Local	850 5th Ave, Los Angeles, CA 90005 USA	1	\$50.00	\$50.00

BTN	WTN	Current Plan	Location	Qty	Current Rate	Proposed Renewal Rate
8316753601	8316753226	MetPak Plus Bundled Combo Unltd Local	850 5th Ave, Los Angeles, CA 90005 USA	1	\$50.00	\$50.00
8316753601	8316753287	MetPak Plus Bundled Combo Unltd Local	850 5th Ave, Los Angeles, CA 90005 USA	1	\$50.00	\$50.00
8316753601	8316753602	MetPak Plus Bundled Combo Unltd Local	850 5th Ave, Los Angeles, CA 90005 USA	1	\$50.00	\$50.00
8316753601	8316753603	MetPak Plus Bundled Combo Unltd Local	850 5th Ave, Los Angeles, CA 90005 USA	1	\$50.00	\$50.00
8316753601	8316753966	MetPak Plus Bundled Combo Unltd Local	850 5th Ave, Los Angeles, CA 90005 USA	1	\$50.00	\$50.00
8316753601	8316753967	MetPak Plus Bundled Combo Unltd Local	850 5th Ave, Los Angeles, CA 90005 USA	1	\$50.00	\$50.00
8317536968	8317536994	MetPak Plus Bundled Combo Unltd Local	250 San Jose St, Salinas, CA 93901 USA	1	\$50.00	\$50.00
8317536968	8317536971	MetPak Plus Bundled Combo Unltd Local	250 San Jose St, Salinas, CA 93901 USA	1	\$50.00	\$50.00
8317536968	8317536968	MetPak Plus Bundled Combo Unltd Local	250 San Jose St, Salinas, CA 93901 USA	1	\$50.00	\$50.00
8317536968	8317536970	MetPak Plus Bundled Combo Unltd Local	250 San Jose St, Salinas, CA 93901 USA	1	\$50.00	\$50.00
8317536968	8317571751	MetPak Plus Bundled Combo Unltd Local	250 San Jose St, Salinas, CA 93901 USA	1	\$85.00	\$50.00
8317536988	8317536988	MetPak Plus Bundled Combo Unltd Local	250 San Jose St, Salinas, CA 93901 USA	1	\$50.00	\$50.00
8314222708	8314222708	MetPak Plus Bundled Combo Unltd Local	225 E Romie Ln, Salinas, CA 93901 USA	1	\$50.00	\$50.00
8317542032	8317542032	MetPak Plus Bundled Combo Unltd Local	252 San Jose St, Salinas, CA 93901 USA	1	\$50.00	\$50.00
8317542032	8317577066	MetPak Plus Bundled Combo Unltd Local	252 San Jose St, Salinas, CA 93901 USA	1	\$50.00	\$50.00
8317542032	8317577247	MetPak Plus Bundled Combo Unltd Local	252 San Jose St, Salinas, CA 93901 USA	1	\$50.00	\$50.00
8317542032	8317577249	MetPak Plus Bundled Combo Unltd Local	252 San Jose St, Salinas, CA 93901 USA	1	\$50.00	\$50.00
8317585001	8317585001	MetPak Plus Bundled Combo Unltd Local	928 E Blanco Rd Ste 235, Salinas, CA 93901 USA	1	\$50.00	\$50.00
8317585001	8317585003	MetPak Plus Bundled Combo Unltd Local	928 E Blanco Rd Ste 235, Salinas, CA 93901 USA	1	\$50.00	\$50.00
8317585001	8317585005	MetPak Plus Bundled Combo Unltd Local	928 E Blanco Rd Ste 235, Salinas, CA 93901 USA	1	\$50.00	\$50.00
8317582231	8317582231	MetPak Plus Bundled Combo Unltd Local	1260 S Main St Ste 101 Ste 101, Salinas, CA 93901 USA	1	\$50.00	\$50.00
8317571292	8317571293	MetPak Plus Bundled Combo Unltd Local	236 San Jose St, Salinas, CA 93901 USA	1	\$50.00	\$50.00
8317571292	8317571296	MetPak Plus Bundled Combo Unltd Local	236 San Jose St, Salinas, CA 93901 USA	1	\$50.00	\$50.00

BTN	WTN	Current Plan	Location	Qty	Current Rate	Proposed Renewal Rate
8317571292	8317571302	MetPak Plus Bundled Combo Unltd Local	236 San Jose St, Salinas, CA 93901 USA	1	\$50.00	\$50.00
8317571292	8317571292	MetPak Plus Bundled Combo Unltd Local	236 San Jose St, Salinas, CA 93901 USA	1	\$50.00	\$50.00
8317571708	8317571708	MetPak Plus Bundled Combo Unltd Local	236 San Jose St, Salinas, CA 93901 USA	1	\$147.00	\$50.00
8317570332	8317570332	MetPak Plus Bundled Combo Unltd Local	120 Wilgart Way, Salinas, CA 93901 USA	1	\$50.00	\$50.00
8317570332	8317570333	MetPak Plus Bundled Combo Unltd Local	120 Wilgart Way, Salinas, CA 93901 USA	1	\$50.00	\$50.00
8317570332	8317570334	MetPak Plus Bundled Combo Unltd Local	120 Wilgart Way, Salinas, CA 93901 USA	1	\$50.00	\$50.00
8317570332	8317570335	MetPak Plus Bundled Combo Unltd Local	120 Wilgart Way, Salinas, CA 93901 USA	1	\$50.00	\$50.00
8317570332	8317570337	MetPak Plus Bundled Combo Unltd Local	120 Wilgart Way, Salinas, CA 93901 USA	1	\$50.00	\$50.00
8317570332	8317574048	MetPak Plus Bundled Combo Unltd Local	120 Wilgart Way, Salinas, CA 93901 USA	1	\$50.00	\$50.00
8317570332	8317579270	MetPak Plus Bundled Combo Unltd Local	120 Wilgart Way, Salinas, CA 93901 USA	1	\$50.00	\$50.00
8317570332	8317579273	MetPak Plus Bundled Combo Unltd Local	120 Wilgart Way, Salinas, CA 93901 USA	1	\$50.00	\$50.00
8317570332	8317585765	MetPak Plus Bundled Combo Unltd Local	120 Wilgart Way, Salinas, CA 93901 USA	1	\$50.00	\$50.00
8317570332	8317582036	MetPak Plus Bundled Combo Unltd Local	120 Wilgart Way, Salinas, CA 93901 USA	1	\$50.00	\$50.00
8317587856	8317587856	MetPak Plus Bundled Combo Unltd Local	230 San Jose St, Salinas, CA 93901 USA	1	\$50.00	\$50.00
8317536938	8317536961	MetPak Plus Bundled Combo Unltd Local	230 San Jose St, Salinas, CA 93901 USA	1	\$50.00	\$50.00
8317536938	8317536967	MetPak Plus Bundled Combo Unltd Local	230 San Jose St, Salinas, CA 93901 USA	1	\$50.00	\$50.00
8317536938	8317536965	MetPak Plus Bundled Combo Unltd Local	230 San Jose St, Salinas, CA 93901 USA	1	\$50.00	\$50.00
8317536938	8317536938	MetPak Plus Bundled Combo Unltd Local	230 San Jose St, Salinas, CA 93901 USA	1	\$50.00	\$50.00
8317582298	8317582704	MetPak Plus Bundled Combo Unltd Local	230 San Jose St, Salinas, CA 93901 USA	1	\$50.00	\$50.00
8317582298	8317582298	MetPak Plus Bundled Combo Unltd Local	230 San Jose St, Salinas, CA 93901 USA	1	\$50.00	\$50.00
8317582298	8317582760	MetPak Plus Bundled Combo Unltd Local	230 San Jose St, Salinas, CA 93901 USA	1	\$50.00	\$50.00
8317830316	8317830316	MetPak Plus Bundled Combo Unltd Local	240 San Jose St, Salinas, CA 93901 USA	1	\$50.00	\$50.00
8317830316	8317830620	MetPak Plus Bundled Combo Unltd Local	240 San Jose St, Salinas, CA 93901 USA	1	\$50.00	\$50.00

BTN	WTN	Current Plan	Location	Qty	Current Rate	Proposed Renewal Rate
8317830316	8317830894	MetPak Plus Bundled Combo Unltd Local	240 San Jose St, Salinas, CA 93901 USA	1	\$50.00	\$50.00
8317830316	8317831476	MetPak Plus Bundled Combo Unltd Local	240 San Jose St, Salinas, CA 93901 USA	1	\$50.00	\$50.00
8317830316	8317831670	MetPak Plus Bundled Combo Unltd Local	240 San Jose St, Salinas, CA 93901 USA	1	\$50.00	\$50.00
8317548995	8317548995	MetPak Plus Bundled Combo Unltd Local	241 Abbott St, Salinas, CA 93901 USA	1	\$50.00	\$50.00
8317729848	8317729848	MetPak Plus Bundled Combo Unltd Local	252 San Jose St Apt B, Salinas, CA 93901 USA	1	\$50.00	\$50.00
8317592437	8317592437	MetPak Plus Bundled Combo Unltd Local	440 E Romie Ln, Salinas, CA 93901 USA	1	\$50.00	\$50.00
8317592437	8317592582	MetPak Plus Bundled Combo Unltd Local	440 E Romie Ln, Salinas, CA 93901 USA	1	\$50.00	\$50.00
8314222393	8314222393	MetPak Plus Bundled Combo Unltd Local	450 E ROMIE LN, SALINAS, CA 93901	1	\$50.00	\$50.00
8317583762	8317583762	MetPak Plus Bundled Combo Unltd Local	501 E Romie Ln, Salinas, CA 93901 USA	1	\$50.00	\$50.00
8317583762	8317585213	MetPak Plus Bundled Combo Unltd Local	501 E Romie Ln, Salinas, CA 93901 USA	1	\$50.00	\$50.00
8314222274	8314222274	MetPak Plus Bundled Combo Unltd Local	501 E Romie Ln, Salinas, CA 93901 USA	1	\$50.00	\$50.00
8317701120	8317587883	MetPak Plus Bundled Combo Unltd Local	501 E Romie Ln Ste B, Salinas, CA 93901 USA	1	\$50.00	\$50.00
8317701120	8317700904	MetPak Plus Bundled Combo Unltd Local	501 E Romie Ln Ste B, Salinas, CA 93901 USA	1	\$50.00	\$50.00
8317701120	8317701018	MetPak Plus Bundled Combo Unltd Local	501 E Romie Ln Ste B, Salinas, CA 93901 USA	1	\$50.00	\$50.00
8317701120	8317701120	MetPak Plus Bundled Combo Unltd Local	501 E Romie Ln Ste B, Salinas, CA 93901 USA	1	\$50.00	\$50.00
8317701120	8317701197	MetPak Plus Bundled Combo Unltd Local	501 E Romie Ln Ste B, Salinas, CA 93901 USA	1	\$50.00	\$50.00
8317701120	8317701229	MetPak Plus Bundled Combo Unltd Local	501 E Romie Ln Ste B, Salinas, CA 93901 USA	1	\$50.00	\$50.00
8317701120	8317711507	MetPak Plus Bundled Combo Unltd Local	501 E Romie Ln Ste B, Salinas, CA 93901 USA	1	\$50.00	\$50.00
8317701120	8317831784	MetPak Plus Bundled Combo Unltd Local	501 E Romie Ln Ste B, Salinas, CA 93901 USA	1	\$50.00	\$50.00
8317701120	8317571754	MetPak Plus Bundled Combo Unltd Local	501 E Romie Ln Ste B, Salinas, CA 93901 USA	1	\$85.00	\$50.00
8317701120	8317571757	MetPak Plus Bundled Combo Unltd Local	501 E Romie Ln Ste B, Salinas, CA 93901 USA	1	\$85.00	\$50.00
8317831324	8317831324	MetPak Plus Bundled Combo Unltd Local	515 E Romie Ln, Salinas, CA 93901 USA	1	\$50.00	\$50.00
8317831324	8317831346	MetPak Plus Bundled Combo Unltd Local	515 E Romie Ln, Salinas, CA 93901 USA	1	\$50.00	\$50.00

BTN	WTN	Current Plan	Location	Qty	Current Rate	Proposed Renewal Rate
8317831362	8314222223	MetPak Plus Bundled Combo Unltd Local	558 Abbott St, Salinas, CA 93901 USA	1	\$50.00	\$50.00
8317831362	8317530273	MetPak Plus Bundled Combo Unltd Local	558 Abbott St, Salinas, CA 93901 USA	1	\$50.00	\$50.00
8317831362	8317831362	MetPak Plus Bundled Combo Unltd Local	558 Abbott St, Salinas, CA 93901 USA	1	\$50.00	\$50.00
8317831362	8317831365	MetPak Plus Bundled Combo Unltd Local	558 Abbott St, Salinas, CA 93901 USA	1	\$50.00	\$50.00
8317831362	8317831366	MetPak Plus Bundled Combo Unltd Local	558 Abbott St, Salinas, CA 93901 USA	1	\$50.00	\$50.00
8317831362	8317831367	MetPak Plus Bundled Combo Unltd Local	558 Abbott St, Salinas, CA 93901 USA	1	\$50.00	\$50.00
8317543057	8317543057	MetPak Plus Bundled Combo Unltd Local	590 Work St, Salinas, CA 93901 USA	1	\$50.00	\$50.00
8317543057	8317544782	MetPak Plus Bundled Combo Unltd Local	590 Work St, Salinas, CA 93901 USA	1	\$50.00	\$50.00
8317543057	8317545637	MetPak Plus Bundled Combo Unltd Local	590 Work St, Salinas, CA 93901 USA	1	\$50.00	\$50.00
8317571734	8317571734	MetPak Plus Bundled Combo Unltd Local	590 Work St, Salinas, CA 93901 USA	1	\$50.00	\$50.00
8317545969	8317545969	MetPak Plus Bundled Combo Unltd Local	611 Abbott St, Salinas, CA 93901 USA	1	\$50.00	\$50.00
8317545969	8317548849	MetPak Plus Bundled Combo Unltd Local	611 Abbott St, Salinas, CA 93901 USA	1	\$50.00	\$50.00
8317545969	8317571546	MetPak Plus Bundled Combo Unltd Local	611 Abbott St, Salinas, CA 93901 USA	1	\$50.00	\$50.00
8317545969	8317571548	MetPak Plus Bundled Combo Unltd Local	611 Abbott St, Salinas, CA 93901 USA	1	\$50.00	\$50.00
8317545969	8317582086	MetPak Plus Bundled Combo Unltd Local	611 Abbott St, Salinas, CA 93901 USA	1	\$50.00	\$50.00
8317545969	8317582137	MetPak Plus Bundled Combo Unltd Local	611 Abbott St, Salinas, CA 93901 USA	1	\$50.00	\$50.00
8317571379	8317571399	Nationwide Premium Flat Bundled Plan Combo	611 Abbott St, Salinas, CA 93901 USA	1	\$357.49	\$50.00
8317571379	8317571389	Nationwide Premium Flat Bundled Plan Combo	611 Abbott St, Salinas, CA 93901 USA	1	\$357.49	\$50.00
8317571379	8317571379	Nationwide Premium Flat Bundled Plan Combo	611 Abbott St, Salinas, CA 93901 USA	1	\$357.49	\$50.00
8317571379	8317571602	Nationwide Premium Flat Bundled Plan Combo	611 Abbott St, Salinas, CA 93901 USA	1	\$357.49	\$50.00
8317571786	8317571786	MetPak Plus Bundled Combo Unltd Local	611 Abbott St Ste 101 Ste 101, Salinas, CA 93901 USA	1	\$50.00	\$50.00
8317516393	8317516393	MetPak Plus Bundled Combo Unltd Local	627 Brunken Ave Ste A, Salinas, CA 93901 USA	1	\$50.00	\$50.00
8317701675	8317701675	MetPak Plus Bundled Combo Unltd Local	627 Brunken Ave Ste A, Salinas, CA 93901 USA	1	\$50.00	\$50.00

BTN	WTN	Current Plan	Location	Qty	Current Rate	Proposed Renewal Rate
8317960147	8317960147	MetPak Plus Bundled Combo Unltd Local	627 Brunken Ave Ste A, Salinas, CA 93901 USA	1	\$50.00	\$50.00
8317577208	8317577208	MetPak Plus Bundled Combo Unltd Local	955 Blanco Cir Ste A, Salinas, CA 93901 USA	1	\$50.00	\$50.00
8314240391	8314240391	MetPak Plus Bundled Combo Unltd Local	355 Abbott St, Salinas, CA 93901 USA	1	\$50.00	\$50.00
8314240391	8314244760	MetPak Plus Bundled Combo Unltd Local	355 Abbott St, Salinas, CA 93901 USA	1	\$50.00	\$50.00
8314240391	8314244806	MetPak Plus Bundled Combo Unltd Local	355 Abbott St, Salinas, CA 93901 USA	1	\$50.00	\$50.00
8314240391	8314246215	MetPak Plus Bundled Combo Unltd Local	355 Abbott St, Salinas, CA 93901 USA	1	\$50.00	\$50.00
8314240391	8317517053	MetPak Plus Bundled Combo Unltd Local	355 Abbott St, Salinas, CA 93901 USA	1	\$50.00	\$50.00
8314240391	8317517083	MetPak Plus Bundled Combo Unltd Local	355 Abbott St, Salinas, CA 93901 USA	1	\$50.00	\$50.00
8314240391	8317550935	MetPak Plus Bundled Combo Unltd Local	355 Abbott St, Salinas, CA 93901 USA	1	\$50.00	\$50.00
8314240391	8317571667	MetPak Plus Bundled Combo Unltd Local	355 Abbott St, Salinas, CA 93901 USA	1	\$50.00	\$50.00
8314240391	8317574237	MetPak Plus Bundled Combo Unltd Local	355 Abbott St, Salinas, CA 93901 USA	1	\$50.00	\$50.00
8317536995	8317511697	MetPak Plus Bundled Combo Unltd Local	355 Abbott St, Salinas, CA 93901 USA	1	\$50.00	\$50.00
8317536995	8317536995	MetPak Plus Bundled Combo Unltd Local	355 Abbott St, Salinas, CA 93901 USA	1	\$50.00	\$50.00
8317536995	8317571202	MetPak Plus Bundled Combo Unltd Local	355 Abbott St, Salinas, CA 93901 USA	1	\$50.00	\$50.00
8317536995	8317511694	MetPak Plus Bundled Combo Unltd Local	355 Abbott St, Salinas, CA 93901 USA	1	\$50.00	\$50.00
8317582978	8317582989	MetPak Plus Bundled Combo Unltd Local	355 Abbott St, Salinas, CA 93901 USA	1	\$50.00	\$50.00
8317582978	8317582978	MetPak Plus Bundled Combo Unltd Local	355 Abbott St, Salinas, CA 93901 USA	1	\$50.00	\$50.00
8317536944	8317536952	MetPak Plus Bundled Combo Unltd Local	212 San Jose St Ste 301 Ste 301, Salinas, CA 93901 USA	1	\$130.00	\$50.00
8317536944	8317536953	MetPak Plus Bundled Combo Unltd Local	212 San Jose St Ste 301 Ste 301, Salinas, CA 93901 USA	1	\$130.00	\$50.00
8317536944	8317536944	MetPak Plus Bundled Combo Unltd Local	212 San Jose St Ste 301 Ste 301, Salinas, CA 93901 USA	1	\$130.00	\$50.00
8317536944	8317536948	MetPak Plus Bundled Combo Unltd Local	212 San Jose St Ste 301 Ste 301, Salinas, CA 93901 USA	1	\$130.00	\$50.00
8317582923	8317582924	MetPak Plus Bundled Combo Unltd Local	505 E Romie Ln Ste A Ste A, Salinas, CA 93901 USA	1	\$215.00	\$50.00
8317582923	8317582923	MetPak Plus Bundled Combo Unltd Local	505 E Romie Ln Ste A Ste A, Salinas, CA 93901 USA	1	\$215.00	\$50.00

BTN	WTN	Current Plan	Location	Qty	Current Rate	Proposed Renewal Rate
8314222227	8314222227	MetPak Plus Bundled Combo Unltd Local	559 Abbott St, Salinas, CA 93901 USA	1	\$215.00	\$50.00
8314222227	8314222228	MetPak Plus Bundled Combo Unltd Local	559 Abbott St, Salinas, CA 93901 USA	1	\$215.00	\$50.00
8316494999	8316449085	MetPak Plus Bundled Combo Unltd Local	5 Lower Ragsdale Dr, Monterey, CA 93940 USA	1	\$215.00	\$50.00
8316494999	8316494911	MetPak Plus Bundled Combo Unltd Local	5 Lower Ragsdale Dr, Monterey, CA 93940 USA	1	\$215.00	\$50.00
8316494999	8316494912	MetPak Plus Bundled Combo Unltd Local	5 Lower Ragsdale Dr, Monterey, CA 93940 USA	1	\$215.00	\$50.00
8316494999	8316494999	MetPak Plus Bundled Combo Unltd Local	5 Lower Ragsdale Dr, Monterey, CA 93940 USA	1	\$215.00	\$50.00
8316494999	8316496728	MetPak Plus Bundled Combo Unltd Local	5 Lower Ragsdale Dr, Monterey, CA 93940 USA	1	\$215.00	\$50.00
8316570524	8316419240	MetPak Plus Bundled Combo Unltd Local	5 Lower Ragsdale Dr, Monterey, CA 93940 USA	1	\$215.00	\$50.00
8316570524	8316419243	MetPak Plus Bundled Combo Unltd Local	5 Lower Ragsdale Dr, Monterey, CA 93940 USA	1	\$215.00	\$50.00
8316570524	8316419245	MetPak Plus Bundled Combo Unltd Local	5 Lower Ragsdale Dr, Monterey, CA 93940 USA	1	\$215.00	\$50.00
8316570524	8316419318	MetPak Plus Bundled Combo Unltd Local	5 Lower Ragsdale Dr, Monterey, CA 93940 USA	1	\$215.00	\$50.00
8316570524	8316419388	MetPak Plus Bundled Combo Unltd Local	5 Lower Ragsdale Dr, Monterey, CA 93940 USA	1	\$215.00	\$50.00
8316570524	8316419430	MetPak Plus Bundled Combo Unltd Local	5 Lower Ragsdale Dr, Monterey, CA 93940 USA	1	\$215.00	\$50.00
8316570524	8316440783	MetPak Plus Bundled Combo Unltd Local	5 Lower Ragsdale Dr, Monterey, CA 93940 USA	1	\$215.00	\$50.00
8316570524	8316570524	MetPak Plus Bundled Combo Unltd Local	5 Lower Ragsdale Dr, Monterey, CA 93940 USA	1	\$215.00	\$50.00
8316570524	8316570526	MetPak Plus Bundled Combo Unltd Local	5 Lower Ragsdale Dr, Monterey, CA 93940 USA	1	\$215.00	\$50.00
8316551052	8316551052	MetPak Plus Bundled Combo Unltd Local	21 Lower Ragsdale Dr, Monterey, CA 93940 USA	1	\$215.00	\$50.00
8316551052	8316551054	MetPak Plus Bundled Combo Unltd Local	21 Lower Ragsdale Dr, Monterey, CA 93940 USA	1	\$215.00	\$50.00
8317511545	8317511545	MetPak Plus Bundled Combo Unltd Local	240 San Jose St Fl Ground, Salinas, CA 93901 USA	1	\$215.00	\$50.00
8317511523	8317511523	MetPak Plus Bundled Combo Unltd Local	252 San Jose St, Salinas, CA 93901 USA	1	\$215.00	\$50.00
8314220151	8314220151	MetPak Plus Bundled Combo Unltd Local	928 E Blanco Rd Fl 2, Salinas, CA 93901 USA	1	\$215.00	\$50.00
8314220151	8314220152	MetPak Plus Bundled Combo Unltd Local	928 E Blanco Rd Fl 2, Salinas, CA 93901 USA	1	\$215.00	\$50.00
8314220151	8314220154	MetPak Plus Bundled Combo Unltd Local	928 E Blanco Rd Fl 2, Salinas, CA 93901 USA	1	\$215.00	\$50.00

BTN	WTN	Current Plan	Location	Qty	Current Rate	Proposed Renewal Rate
8314221012	8314221012	MetPak Plus Bundled Combo Unltd Local	232 Monterey St Ste 230SAN, Salinas, CA 93901 USA	1	\$215.00	\$50.00
8314221012	8314221013	MetPak Plus Bundled Combo Unltd Local	232 Monterey St Ste 230SAN, Salinas, CA 93901 USA	1	\$215.00	\$50.00
8314221012	8314221018	MetPak Plus Bundled Combo Unltd Local	232 Monterey St Ste 230SAN, Salinas, CA 93901 USA	1	\$215.00	\$50.00
8314221697	8314221697	MetPak Plus Bundled Combo Unltd Local	450 E ROMIE LN, SALINAS, CA 93901	1	\$215.00	\$50.00
8316752517	8316752517	MetPak Plus Bundled Combo Unltd Local	850 5th St, Gonzales, CA 93926 USA	1	\$215.00	\$50.00
8316752517	8316752518	MetPak Plus Bundled Combo Unltd Local	850 5th St, Gonzales, CA 93926 USA	1	\$215.00	\$50.00
8316752517	8316752523	MetPak Plus Bundled Combo Unltd Local	850 5th St, Gonzales, CA 93926 USA	1	\$215.00	\$50.00
8316752517	8316752532	MetPak Plus Bundled Combo Unltd Local	850 5th St, Gonzales, CA 93926 USA	1	\$215.00	\$50.00
Total				276	\$21,056.96	\$13,800.00



Master Service Agreement

Voice, Data & IP Services and Products

This Agreement (as further defined in Section 12) is entered into this date of _____ (“Effective Date”), by and between Manhattan Telecommunications Corporation LLC, having its principal place of business at 55 Water Street, 32nd Floor, New York, NY 10041 (hereinafter referred to as “MetTel”), and Salinas Valley Health, having its principal place of business at 450 East Romie Lane, Salinas, CA 93901-4029 (hereinafter referred to as “Customer”).

1. PRODUCTS AND SERVICES / TERM. Customer agrees to acquire from MetTel the services (“Services”), software (“Software”) and equipment (“Equipment”) identified on the schedules to this Agreement (“Schedules”), for a thirty-six (36) month period, unless a different term is specified on the Schedules (as applicable, the “Initial Term”). Services, Software and Equipment are collectively referred to as “Products.” The effective date of the Initial Term for any Product will be the date that the applicable Product is installed, delivered and/or available for use, as applicable, or, for existing Products, the date hereof. Customer will take all actions necessary to effectuate the Initial Term in a timely fashion.

2. RENEWAL. The Initial Term will automatically extend on a month-to-month basis (“Additional Term” and, together with the Initial Term, the “Term”) at the same Monthly Equipment Rental Charges for Equipment (as established by Section 18 below), and MetTel’s then standard month-to-month term rates for other Products (subject to Section 17 for Software), unless either party gives the other party written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current Term.

3. PAYMENT. Customer shall pay the rates and charges for Products provided under this Agreement and all applicable taxes and surcharges that may be authorized or required under laws, regulations, or tariffs in connection therewith. Except for taxes based on MetTel’s net income, Customer will be responsible for all taxes, regulatory costs, fees and surcharges arising from or in connection with an order, rule or regulation of any governmental or quasi-governmental authorities imposed on or incident to the provision, sale or use of Products, whether on Customer, MetTel, MetTel Providers or any of their affiliates. MetTel will bill Customer each month and all invoices are due and payable thirty (30) days after the invoice date. Customer agrees to accept electronic invoicing, and Customer will receive an electronic invoice within three (3) business days of the monthly billing date and the payment interval will be extended by one business day for each business day it is delayed, if not received within this timeframe, as shown by electronic records. Customer shall send payments to the address specified on the invoice. In the event that MetTel incurs costs (collection and/or attorney fees) to recover amounts owed under this Agreement, MetTel may add these costs to any amounts outstanding. MetTel, in addition to any other remedies available to it, may impose a late fee in the amount of the lesser of one percent (1.0%) per month or the highest amount allowed by law on any charges not paid by the due date. In addition, MetTel may suspend Products, in whole or in part, if amounts owed hereunder are past due.

4. LOCATION(S) / ADDITIONAL PRODUCTS. The Products shall be provided under the terms of this Agreement to the Customer locations specified on the Schedules. Other Customer locations, renewals or additional Products may become subject to this Agreement by submission of additional Schedules (including orders submitted via email) by or on behalf of Customer and accepted by MetTel. Each Schedule or order accepted by MetTel will commence a new Initial Term for the Products covered by the Schedule or order. Except as expressly set forth therein rate cards (Schedules with indefinite quantities) may be discontinued by MetTel at any time other than for previously-activated Products. Equipment under a Schedule is subject to availability and pricing is subject to periodic change.

5. LIMITS ON LIABILITY. Neither party will be responsible to the other for any delay, failure in performance, loss or damage due to fire, explosion, power blackout, earthquake, volcanic action, cable cuts by third parties, flood, weather elements, strike, embargo, labor disputes, civil or military authority, war, acts of God, acts or omissions of carriers or suppliers, software bugs, viruses and the like, acts of regulatory or governmental agencies, or other causes beyond their reasonable control (collectively, “Force Majeure”), except for the obligation to pay amounts due under this Agreement. As used in this Agreement, “service failure” means a failure to comply with a direction or obligation to install, restore or terminate Services, a failure to provide Services and failures, mistakes, omissions, interruptions, degradation, delays, errors, defects or the like occurring in the course of the provision of Services. The total maximum aggregate liability hereunder, if any, of MetTel and its affiliates and suppliers and their officers, directors, agents and employees for damages arising out of this Agreement, the relationship created hereby or out of the furnishing of Products shall be limited to: (i) for service failures: a repair or re-performance of the Service, and a pro-rata refund of any prepaid fees for continuous service failures in excess of 24 hours, (ii) unless directly caused by the willful misconduct or gross negligence of MetTel, no liability for injury to persons or property, losses (including any loss of business), damages, claims or expenses of any kind caused by Equipment or Software, and (iii) in all other cases proven direct damages in an amount limited to the Service charges paid by Customer under this Agreement during the three months preceding the date of accrual of the first claim, even if the other limitations of liability set forth herein fail of their essential purpose. In addition, none of MetTel or its affiliates and suppliers or any of their officers, directors, agents or employees will be liable to the Customer for any consequential, indirect, incidental, reliance, exemplary, special, punitive or other like damages including without limitation loss of use, profits, revenue, business or goodwill with respect to any claims arising under this Agreement or regarding the Products to be provided hereunder, even if MetTel has been advised of the possibility of such damages. Without limiting the foregoing, it is expressly understood and acknowledged that the underlying service provider shall have no liability whatsoever for Customer losses, claims or damages for any cause whatsoever, including but not limited to any service failure, regardless of the form of action, whether in contract or in tort or otherwise.

6. LETTER OF AUTHORIZATION/AGENCY. MetTel will act as Customer’s authorized agent for all matters related to obtaining connectivity service records and to the provisioning of local and long distance communications services associated with all Customer’s telephone numbers. MetTel has the authority to order local, regional, and long distance changes on all numbers associated with the accounts listed on the attachments to this Agreement. MetTel shall not release any information regarding Customer’s telecommunications services without obtaining the Customer’s written approval except where required pursuant to subpoena or court order. To the extent possible, MetTel shall freeze Customer’s services so that a third party (including another carrier) cannot complete a change without having the Customer contact MetTel and authorize the change.

7. CONFIDENTIAL INFORMATION. Each party shall hold in confidence and not use, except to perform its obligations hereunder, information received from the other party that is designated confidential or proprietary or that a reasonable person would treat as confidential based upon the nature of the information disclosed or the circumstances of the disclosure (“Confidential Information”) for the Term and a period of 2 years thereafter. The parties agree that Confidential Information shall include the pricing and terms and conditions of this Agreement, any proposals or requests for proposals, and information relating to the disclosing party’s technology, business affairs, and marketing or sales plans. Neither party shall use Confidential Information for any purpose other than in furtherance of performance under this Agreement or disclose Confidential Information to any third party other than to entities that are bound by non-disclosure obligations that are substantially similar to those set forth in this Agreement. The fact that the parties are engaged in a business relationship is not Confidential Information. Customer must obtain MetTel’s written permission prior to disclosing any MetTel Confidential Information to any competitor of MetTel. The foregoing restrictions shall not apply to information that: (a) is or becomes publicly available through no act or omission of the receiving party; (b) was already in the lawful possession of the receiving party without an obligation of confidentiality; (c) is lawfully disclosed to the receiving party by a third party that is not restricted from making such disclosure; (d) is required to be disclosed by law, subpoena or other legal process, limited to the extent required by the terms of such subpoena or other legal process; (e) is approved in writing by the disclosing party for further disclosure; (f) is independently developed without reference to the Confidential Information and is so documented by the receiving party; or (g) is required to port telephone numbers. Receiving party acknowledges that the unauthorized use or disclosure of any such Confidential Information is likely to cause irreparable injury to disclosing party for which there is no adequate remedy at law. Accordingly, receiving party acknowledges that disclosing party may seek injunctive relief against it to prevent or remedy any breach of the confidentiality obligation described herein without disclosing party being required to post bond.

8. TERMINATION.

8.1. Default. A party shall be deemed in default of this Agreement (a “Default”) upon the occurrence of any one or more of the following events:

- (a) except with respect to payment defaults, such party materially fails to perform its material obligations under this Agreement and such nonperformance is not remedied within thirty (30) days after receipt of written notice thereof, provided that if the breach is of such a nature that it cannot be cured within thirty (30) days, then such party shall not be in Default so long as it commences to cure within such period of time and thereafter diligently and continuously pursues such cure to completion; or
- (b) such party fails to make any payment under this Agreement when due and such failure is not remedied within ten (10) days after receipt of written notice thereof.

Upon the occurrence of a Default and subject to the applicable notice and cure periods and Section 8.2 below: (i) the aggrieved party may terminate or suspend the applicable Services affected by such uncured Default, and (ii) with respect to Licensed Software and/or Rented Equipment, MetTel may terminate the applicable Product. Notwithstanding the foregoing, Customer understands and agrees that Customer cannot terminate Customer’s payment obligations with respect to Software or Equipment in a Schedule, which obligations are more specifically addressed in Section 17 relating to Software and Section 18 relating to Equipment prior to the end of the applicable Initial Term for any reason. The foregoing shall be in addition to any other rights and remedies that MetTel may have under this Agreement or at law, in equity or otherwise.

8.2. Effect of Termination. If Customer discontinues any Service before the expiration of the applicable Initial Term or applicable Additional Term, or if MetTel terminates this Agreement or any Service for Customer’s Default, Customer will be liable to MetTel for termination charges equal to the monthly recurring charges for the applicable discontinued Services, multiplied by the number of months remaining in the Term, plus any charges MetTel incurs from third parties because of Customer’s early termination of the applicable Services and for any charges that may have been waived. Upon written request, MetTel will credit back termination charges incurred for disconnection of POTS and Centrex Services in the US: (a) at a facility that has closed, upon notice to MetTel given within 30 days after such event; (b) as a result of downsizing; or (c) that are ported from one MetTel service to a different MetTel service (e.g., POTS to PRIs); provided in each case that such Services are disconnected and are not moved to, replaced with or consolidated with the services of a provider other than MetTel. Customer must give MetTel prior written notice of any Service termination (using MetTel standard forms), and, in addition to the amounts set forth above, will be responsible for all charges for such Service up to the date such Service is disconnected, as well as any charges in connection with the termination. Additionally, if MetTel terminates Service, Licensed Software and/or Rented Equipment for Customer’s Default, and/or Customer is in default under any Schedule, and/or any Service is discontinued before the expiration of the applicable Initial Term or applicable Additional Term without contracting for a replacement Service where any Licensed Software and/or Rented Equipment, as applicable, utilized in connection with the discontinued Service will be redeployed, in addition to the amounts set forth above, Customer will pay MetTel an amount equal to (a) any Monthly Licensed Software Charges (as established by Section 17 below), multiplied by the number of months remaining in the applicable Term, discounted at 3% per annum, related to any Licensed Software utilized in connection with the discontinued Service, plus (b) any Monthly Equipment Rental Charges (as established by Section 18 below), multiplied by the number of months remaining in the applicable Term, discounted at 3% per annum, relating to any Rented Equipment utilized in connection with the discontinued Service, plus (c) any applicable taxes; and Customer will be required to return any Rented Equipment and any other equipment supplied by MetTel in connection with the discontinued Service to the location designated by MetTel (at Customer’s expense) in good working condition and free from all liens, charges and encumbrances within 10 days after termination of the Service for which it was used or of this Agreement, or Customer will pay MetTel’s purchase price for the equipment as invoiced by MetTel. If MetTel assigned the Rented Equipment and right to receive Monthly Equipment Rental Charges and/or Monthly Licensed Software Charges to a third-party for financing purposes, then the assignee may exercise any of MetTel’s rights and remedies independently from MetTel.

9. INTERNET & IP VOICE SERVICES DISCLOSURE.

9.1. 911 Disclosure. The Federal Communications Commission (“FCC”) requires MetTel to obtain Customer’s acknowledgement that it has received the following disclosures regarding possible circumstances that COULD IMPAIR YOUR ABILITY TO ACCESS E911 SERVICE: (1) if you utilize equipment that relies on electricity, you will lose E911 service (and service generally) if such devices lose access to electricity such as in a power failure. To reduce the risk of disruption, Customer should deploy a back-up power supply to operate phones and related equipment; (2) if you move your location you must notify us at least 30 days in advance so that we may program the correct information into the E911 system. Otherwise, the E911 system will not contain your correct information; (3) you may

be unable to complete calls to 911 or otherwise in the event of network failures or congestion; (4) if you obtain telephone numbers that are not associated with your calling area, you may not be able to reach E911 services; (5) you must notify MetTel of any change in your designated key personnel for E911 notifications, otherwise notifications that an end-user has placed a 911 call will not be deliverable. By executing this Agreement, Customer acknowledges that it understands and accepts the above limitations, and that it will convey these limitations to all persons who may have occasion to use the Services. California multiline customers: please view additional important disclosures and informative brochure at: <https://www.mettel.net/about-mettel/legal/legal-regulatory-notice/>.

9.2. VoIP 911 Service and Acknowledgement. Please read the VoIP Schedule on the MetTel website at <http://www.mettel.net/company/voip-911.html> which is incorporated herein by reference and made a part of this agreement. If you are subscribing to VoIP Service (hosted PBX, VoIP or SIP Trunking), Customer (you) agree to the terms of the VoIP Schedule and further agree that: (1) you have received and have read and understood the terms and conditions relating to VoIP Service, including 9-1-1 service; (2) you and all users of your Service understand the nature and limits of 9-1-1 service associated with VoIP; and (3) if you change the location in which you use Service in any way, including operating Service outside of the address that you have given to MetTel, you must immediately contact MetTel, and that failure to do so may adversely affect your 9-1-1 service.

9.3. Alarm Systems and Internet Voice Application Disclosure. Please view additional important disclosures at our Policies URL concerning interoperability of VoIP and POTS replacement products with alarms systems and other legacy equipment.

10. NOTICES. Notices under this Agreement shall be sent to MetTel, Legal Department, 101 Crawfords Corner Road, Suite 4-311, Holmdel, NJ, 07733, and to Customer at the above address. Either Party may change their mailing and/or billing address by written notice in accordance with this Section. Notices may be sent by first-class U.S. mail, postage prepaid, certified, return receipt requested, or by an overnight carrier, and shall be deemed effective five (5) business days after mailing by first-class U.S. mail, one (1) business day after mailing by an overnight carrier or upon receipt.

11. MISCELLANEOUS. MetTel may perform its obligations under this Agreement through its affiliates, agents, suppliers or subcontractors (the "MetTel Providers"), but MetTel shall not be relieved of its obligations by using the MetTel Providers. MetTel may assign all or part of this Agreement to any of its affiliates or successors. MetTel may assign its rights to payments hereunder, and its rights in the Equipment and Software, to a third party for financing purposes as provided for in the Licensed Software and Equipment Rental Sections below. With reasonable prior notice, Customer may assign this Agreement to any entity that is the successor to substantially all of its assets or business, subject to MetTel's acceptance of the assignee and execution and delivery of MetTel standard assignment forms. All other attempted assignments shall be void without MetTel's prior written consent. This Agreement shall be governed by the laws of New York, without regard to its choice of law principles, and the venue for any legal action or litigation involving this Agreement and all proceedings held in such action or litigation will be exclusively the courts of the State of New York, or the federal courts of the United States of America, in each case located within New York County. Each party agrees that any cause of action or claim will be resolved individually and Customer agrees that it will not consolidate or seek class treatment for any claims in connection with this Agreement, unless previously agreed to in writing by both parties. If any part of this Agreement is rendered invalid or unenforceable, the rest of the Agreement will remain valid and enforceable. Provisions of this Agreement that by their terms or nature must survive expiration or termination of this Agreement, will survive expiration or termination of this Agreement, including, but not limited to Sections 3, 5, 7, 8, 11 – 18 and 20 – 22. Failure to insist on strict performance of any of the terms and conditions of this Agreement will not operate as a waiver thereof or of any subsequent default or failure of performance, and no waiver by either party of any breach shall be construed as a waiver of any subsequent breach or as a waiver of the provision itself or any other provision. Purchase orders or other non-MetTel ordering documents relating to Products issued by Customer containing different or additional terms will be construed solely as evidence of Customer's internal business processes and will have no effect on this Agreement or any Products except to the extent evidencing acceptance of a Schedule. If objection is not received by MetTel within three (3) months after an invoice is rendered, the items and charges appearing thereon shall be determined to be correct and binding upon Customer. Customer authorizes MetTel to monitor and record calls to or from MetTel concerning the Services for MetTel's training and quality control purposes.

12. TARIFFS, SERVICE PUBLICATIONS, ENTIRE AGREEMENT. This Agreement consists of: (i) the terms in the body of this Master Service Agreement ("MSA"), (ii) any attachments incorporated herein by reference (iii) any attachments and Schedules later added to this agreement ((ii) and (iii), collectively, "Attachments") (iv) MetTel product guides, price lists and product use terms (collectively, "Service Publications") and (v) any applicable tariffs ((i) – (v) collectively, the "Agreement"). This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other representations, understandings or agreements that are not expressed herein, whether oral or written. The rates, terms and conditions that apply pursuant to applicable tariffs are subject to change in accordance with the rules of applicable state regulatory commission and/or Federal Communications Commission. Service Publications are found on the MetTel website (<https://www.mettel.net/about-mettel/legal/tariffs-product-guides/>) as of the date of this Agreement, referred to hereafter as the "Policies URL", are subject to change from time to time when updated on the MetTel website and are incorporated herein by reference to the extent they do not conflict with the terms of the MSA or any Attachment. Except as otherwise set forth herein, no amendment, waiver or modification of this Agreement shall be valid unless in writing and signed by both parties. Handwritten changes to this Agreement (including without limitation any Attachment) are not valid. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

13. USE OF PRODUCTS. Products purchased under this contract cannot be resold. Customer agrees that it is responsible and accepts full liability for all use of the Products, with or without its permission, and will not resell the Products purchased under this Agreement or distribute/ transfer the Products purchased under this Agreement to any person or entity other than its employees. The Products may not be used for any unlawful, abusive, or fraudulent purpose, in violation of the then-current acceptable use policy ("AUP") located at the Policies URL or another designated url, to support illegal robocalling activity, or in any way that violates or infringes upon the rights of others. Customer agrees to promptly reply, and assist MetTel to reply, to a request from law enforcement or a traceback administrator authorized by USTelecom's Traceback Group for information about suspicious robocalls that have been sent to a downstream provider. Customer shall defend, indemnify and hold harmless MetTel and its affiliates and suppliers and their respective officers, directors, agents, affiliates, and employees from and against any claims, liabilities, losses, costs, or damages, (including legal fees and costs) arising out of any user's use or attempted use of Products. Broadband speed claim(s) represent maximum downstream and/or upstream speed

capabilities which may vary and are not guaranteed. Factors including line quality and Customer's distance from the exchange may limit available bandwidth.

14. WARRANTIES. CUSTOMER AGREES THAT THE PRODUCTS ARE PROVIDED ON AN "AS IS" OR "AS AVAILABLE" BASIS, WITH ALL FAULTS, AND THAT METTEL DOES NOT WARRANT THAT THE PRODUCTS WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, DEGRADATION OF QUALITY OR LOSS OF CONTENT, DATA OR INFORMATION, AND SPECIFICALLY DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES AS TO ANY PRODUCTS, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT OF THIRD PARTY RIGHTS. METTEL IS NOT THE MANUFACTURER OF ANY EQUIPMENT. WITH RESPECT TO METTEL, CUSTOMER PURCHASES OR RENTS THE EQUIPMENT, AS APPLICABLE, "AS IS." EQUIPMENT SHALL BE SUBJECT TO THE WARRANTIES, IF ANY, PROVIDED TO CUSTOMER BY THE EQUIPMENT MANUFACTURER. MODIFICATIONS MAY VOID OR OTHERWISE LIMIT ANY WARRANTY APPLICABLE TO THE EQUIPMENT. WITH RESPECT TO SECURITY PRODUCTS INCLUDING WITHOUT LIMITATION CLOUD FIREWALL & SASE, CUSTOMER HEREBY ACKNOWLEDGES AND AGREES THAT NO VENDOR CAN ASSURE COMPLETE SECURITY AND NOTHING HEREIN OR ELSEWHERE SHALL BE DEEMED TO IMPLY A SECURITY GUARANTEE OR ASSURANCE.

15. UNAUTHORIZED USAGE. It is understood that MetTel is under no obligation to investigate the authenticity of calls charged to Customer's account and shall not be liable for any fraudulent or unauthorized calls processed by MetTel and billed to Customer's account. Notwithstanding, in the event MetTel discovers or reasonably suspects fraudulent calls are being made, or that the Services are being used in connection with (i) illegal, fraudulent or abusive activity, (ii) activity that places MetTel's (or its providers') network at risk or could subject MetTel (or its providers) to liability to a third party or (iii) in a manner that violates this Agreement, the AUP or infringes the rights of a third party (including without limitation, to support illegal robocalling activity), nothing contained herein shall prohibit MetTel from taking immediate action, without notice to Customer, that is reasonably necessary to prevent such calls or transmissions from taking place, but is under no obligation to do so.

16. HOSTED PRODUCTS. This section applies solely to MetTel-hosted Services, including hosted PBX. MetTel will provide Customer with password-protected access to its hosted Service(s). Passwords are selected by Customer or its end-users, and Customer shall be solely and exclusively responsible for protecting all account passwords and the use and control of access to Customer's account.

17. LICENSED SOFTWARE. This section applies to all SD-WAN services and any other Products listed on a Schedule designated as "Licensed Software" on such Schedule. By Customer's acceptance of the terms of such Schedule, Customer thereby agrees to pay MetTel the monthly amounts set forth on the Schedule relating to the Licensed Software, plus applicable taxes (the "Monthly Licensed Software Charges") for the Initial Term of the applicable Licensed Software. The Initial Term for Licensed Software will commence on the earlier of (i) the date of activation of the Licensed Software, or (ii) ninety (90) days after the date of shipment of the Equipment associated with the Licensed Software (if any). Notwithstanding anything to the contrary, Customer understands and agrees that Customer is unconditionally obligated to pay all Monthly Licensed Software Charges for the applicable Initial Term, and is not entitled to withhold any Monthly Licensed Software Charges or reduce or set-off against any amounts owed relating to the Licensed Software for any reason. Licensed Software cannot be discontinued before the expiration of the applicable Initial Term for any reason. At the conclusion of the Term, Licensed Software and Customer's obligation to pay Monthly Licensed Software Charges relating thereto will automatically terminate without further action required by either party, unless MetTel in its sole discretion allows a limited month to month extension, subject to authorization from the underlying provider. Customer understands that MetTel may assign Customer's payment obligations relating to any Licensed Software to a third-party for financing purposes and that, if assigned, the assignee will have all of MetTel's rights to receive the Monthly Licensed Software Charges, but will not be subject to any claim, defense, or set-off assertable against MetTel or anyone else.

18. RENTED EQUIPMENT. This section applies to any Equipment listed on a Schedule designated as "Rented Equipment" on such Schedule and all Equipment provided under a Schedule for a monthly fee. By Customer's acceptance of the terms of the Schedule, Customer thereby agrees to rent the Rented Equipment and pay MetTel the monthly amounts set forth on the Schedule relating to the rental of the Rented Equipment, plus applicable taxes (the "Monthly Equipment Rental Charges") for the Initial Term designated on the Schedule for the applicable Rented Equipment. The Initial Term for any Rented Equipment will commence on the date the applicable Rented Equipment is delivered to Customer or any later date designated by MetTel. Notwithstanding anything to the contrary, Customer understands and agrees that Customer is unconditionally obligated to pay all Monthly Equipment Rental Charges for the Initial Term, and is not entitled to withhold Monthly Equipment Rental Charges or reduce or set-off against any amounts owed relating to the rental of the Rented Equipment for any reason. Customer's obligations with respect to Rented Equipment cannot be discontinued before the expiration of the applicable Initial Term for any reason. Customer agrees to keep the Rented Equipment in good working order, use it for business purposes only, not modify or move it from its initial location without MetTel's consent and to keep the Rented Equipment fully insured against loss at its replacement cost, with MetTel named as loss payee, and to provide proof of such insurance satisfactory to MetTel upon MetTel's request. Customer will be responsible for any damage to or loss of the Rented Equipment, and understands that no such loss or damage to the Rented Equipment will relieve Customer from its obligation to make all Monthly Equipment Rental Charges for the entire Initial Term. MetTel owns the Rented Equipment. Customer agrees to pay when due, either directly or by reimbursing MetTel, for all taxes and fees relating to the Rented Equipment (including, but not limited to, sales or use tax due upfront which will be payable over the Initial Term with a finance charge). Customer's obligations with respect to the Rented Equipment (including, but not limited to, Customer's obligation to pay Monthly Equipment Rental Charges) shall continue on a month to month basis after the end of the Initial Term, or any subsequent Additional Term, unless Customer (A) provides MetTel at least thirty (30) days prior written notice that Customer has determined to return the Rented Equipment at the end of the applicable Initial Term or Additional Term and (B) Customer timely returns the Rented Equipment to the location designated by MetTel, at Customer's expense. If the returned Rented Equipment is not immediately available for use by another customer without need of repair, Customer will reimburse MetTel for all repair costs. Customer understands that MetTel may assign the Rented Equipment and Customer's payment obligations relating to the Rented Equipment to a third-party for financing purposes and that, if assigned, the assignee will have all of MetTel's rights with respect to the Rented Equipment and Customer's payment obligations relating to the Rented Equipment, but will not be subject to any claim, defense, or set-off assertable against MetTel or anyone else. All Schedules, orders or attachments that include equipment are subject to review and approval by MetTel credit, and

may require a deposit. Equipment prices do not include shipping charges, which will be the responsibility of Customer. Risk of loss or damage to any Equipment (including portions thereof) and Software purchased outright passes to Customer on delivery to the freight carrier. Notwithstanding the foregoing, if MetTel and Customer enter into a separate rental or finance agreement relating to any equipment provided by MetTel (an "Equipment Use Agreement"), Customer's obligations with respect to such equipment (payment or otherwise) shall be solely governed by the Equipment Use Agreement, and any modification or termination of this Agreement or the Services shall not operate to modify or relieve Customer from any of Customer's obligations under the Equipment Use Agreement. An Equipment Use Agreement may be required for orders with significant Equipment. Amounts owed MetTel under any Equipment Use Agreement are not included in the charges for the Services, Software or Equipment under this Agreement, though such amounts may be invoiced along with the charges owed by Customer to MetTel under this Agreement for Customer's convenience.

19. INSTALLATIONS. Installation means Service delivery to the demarcation point (the MetTel designated physical interface between the MetTel Service and Customer's telecommunications equipment) which is generally at the MPOE (minimum point of entry). Service, wiring (including extensions of the demarcation point) and equipment for use on Customer's side of the demarcation point are the responsibility of Customer and may be provided by MetTel at an additional cost. Installation does not include buildout or the construction of facilities (if applicable). Cloud-based Services like cloud firewall or SIP call paths are installed and active when the service has been enabled for use in the cloud. Software and Equipment (including Equipment provided in connection with a Service like Starlink) does not include installation except as specified in a Schedule.

20. METTEL SOFTWARE.

(A) Use. The following terms apply to any software application embedded in CDS Products and any software application provided to Customer for use with the Service for which there is not a specified monthly payment provided for in a Schedule including, without limitation, the Bruin portal at app.Bruin.com (including any successor, "Portal"), in each case, provided by or on behalf of MetTel ("MetTel Software"). Subject to compliance with this Agreement, and except where a separate license is provided, MetTel hereby grants to Customer a non-exclusive, non-transferable, non-sublicensable, revocable license to use such MetTel Software in object code form only and solely by Customer for Customer's internal business purposes in connection with the Services during the Term. MetTel Software will be deemed a Service under this Agreement but not subject to a Term unless otherwise identified and provided as a separate Service under a Schedule to this Agreement or embedded in another Product. Customer may not and may not permit others to (i) provide, disclose or make MetTel Software available to any third party, or (ii) copy, decompile, reverse engineer, disassemble, modify, rent, lease, loan, distribute, or create derivative works (as defined by the U.S. Copyright Act) or improvements (as defined by U.S. patent law) from, the MetTel Software or any portion thereof, or otherwise attempt to discover the source code or underlying ideas, algorithms, structure or organization of, or reproduce the design of, the MetTel Software or components thereof. Customer agrees that MetTel Software contains proprietary content, design, information and material that is protected by applicable intellectual property and other laws, including but not limited to copyright, and will not use or permit use of such proprietary content, information or materials in any way whatsoever except for permitted use of the MetTel Software provided under this Section. Customer shall be solely and exclusively responsible for protecting all account passwords and the use and control of access to Customer's account. Except for limited rights to use MetTel Software, no license under patents, copyrights, trademarks, service marks, trade names or other indicia of origins or other right is granted to Customer in the MetTel Software or in MetTel's trademark, copyright, patent, trade secret or other proprietary rights nor shall any such rights be implied or arise by estoppel with respect to any transactions contemplated under this Agreement.

(B) Feedback. Customer or its employees may communicate to MetTel suggested modifications, design changes, or improvements to the MetTel Software ("Feedback"). Customer agrees that MetTel will have any and all rights and interests in any Feedback without the payment of any consideration, and that any Feedback will be considered Confidential Information.

21. CUSTOMER PROPRIETARY NETWORK INFORMATION ("CPNI"). Pursuant to federal law, CPNI is (A) information that relates to the quantity, technical configuration, type, destination, location, and amount of use of a telecommunications service subscribed to by Customer, and that is made available to MetTel by Customer solely by virtue of the carrier-customer relationship; and (B) information contained in the bills pertaining to telephone service received by Customer. MetTel will not use, disclose, or permit access to Customer's CPNI except in its provision of services from which such information is derived, or as authorized or required by federal law, or as expressly authorized by Customer. To protect customers' CPNI from inappropriate disclosure to unauthorized third parties, MetTel has implemented strict safeguards that restrict the ability of MetTel representatives to disclose certain information to or permit certain changes to accounts by inbound callers or visitors to MetTel's offices and that regulate MetTel's ability to provide customers with account access over online portals. The FCC permits business customers and their telephone service providers to agree to flexible customer authentication methods that are suited to an efficient business relationship. Customer hereby agrees that its MetTel dedicated account representative and MetTel customer support personnel who are responsible for commercial accounts may disclose Customer CPNI or make changes to Customer's account at the request of persons that they reasonably believe to be Customer's authorized representatives and that MetTel may provide online access to Customer CPNI via the Portal or in any commercially reasonable manner, and that third parties authorized in writing to MetTel may have access to Customer's CPNI. Customer may at any time contact its dedicated account representative to request access to its CPNI. Customer hereby authorizes MetTel to share Customer CPNI with Customer's agents and employees as though such persons were the Customer hereunder; such authorization may be withdrawn as to any person or entity at any time upon written notice to MetTel. Customer agrees that MetTel may share CPNI with its affiliates, agents, and partners relating to business operations, and with businesses acting on MetTel's behalf, to determine if Customer could benefit from the wide variety of MetTel and Affiliate, agent, partner products and services, and in its marketing and sales activities. Customer may withdraw its authorization at any time by informing MetTel in writing. Customer's decision regarding MetTel's use of CPNI will not affect the quality of Service MetTel provides to Customer.

22. FIXED-RATE SERVICES. For purposes of this Agreement, "Fixed-Rate Services" means Services for which MetTel's underlying rates and charges do not change during the applicable Term. Rates, discounts and terms for any Services for which MetTel's underlying costs from the underlying carrier change are subject to change from time to time, subject to any applicable tariffs.

23. PRIVATE LINE / MPLS. Where Customer is ordering private line or MPLS service from MetTel, the end points for which are located in the same state, Customer agrees that MetTel will classify such services as jurisdictionally interstate and pass through applicable taxes and surcharges accordingly, such as the federal Universal Service Fund surcharge, unless by checking this box [Initials ____] Customer

warrants and certifies that ten percent (10%) or less of the traffic across each such service is and will be interstate. Under FCC rules, it is the nature of the traffic itself, and not the physical endpoints of the facility provided by MetTel, that determines jurisdiction. For example, Internet traffic is interstate when used to connect to content delivered from a different state or country. Customer shall notify MetTel within 15 days if the foregoing certification is no longer valid.

24. LEGAL AND REGULATORY CHANGES. If any law, regulation or other action of a government authority (collectively a "Government Action") after the Effective Date affects the charges or allocation or collection of costs under this Agreement, the parties agree that MetTel may adjust the charges under this Agreement to conform to such Government Action while collecting the same charges that would have been collected absent the Government Action.

25. SUNSET AND TECHNOLOGY TRANSITION. MetTel will not sunset any Services during the Term without providing Customer at least thirty (30) days prior written notice or, if longer, such period required by applicable law, prior to the sunset date and will continue to provide the sunsetting Services at the rate provided in this Agreement through the sunset date, after which such Services will be disconnected. No Service disconnected in connection with a sunset by MetTel will incur termination charges. Customer may elect to terminate the sunsetting Services at any time during the period preceding the sunset date, at which time MetTel will provide reasonable assistance in coordinating cutover to Services provided by other carriers. In addition, MetTel may transition Products to alternatives providing substantially similar functionality provided the aggregate monthly recurring charges for the new Products are not greater than such charges for the Product being replaced. Such replacements will not be a sunset within the meaning of this Section.

26. CREDIT REVIEW. Service acceptance by MetTel is subject to MetTel's initial and continuing credit approval procedures and policies. MetTel reserves the right to withhold initiation or full implementation of any or all Services or delivery of any equipment under this Agreement pending MetTel's satisfactory review and approval thereof which may be conditioned upon terms specified by MetTel, including but not limited to security for payments due hereunder.

27. TECHNOLOGY MIGRATION. Customer has retained MetTel to assist with technology migration and replacement of its TDM voice Services such as POTS, Centrex, PRI and BRI (collectively, "Legacy Services") with new technology. As such, Customer agrees and hereby requests that wherever reasonably possible MetTel replace any Legacy Services provided under this Agreement with alternate Products (including without limitation, Services using Voice over IP) providing substantially similar functionality, provided in each case that the aggregate monthly recurring charges for the replacement Products (excluding taxes and surcharges) are not greater than such charges for the replaced Legacy Service, and that such charges will not be increased over a new thirty-six month Initial Term that the parties agree will begin upon activation of the replacement Product ("Replacement Product"). Upon either party's request the parties will prepare and execute a Schedule setting forth the Replacement Product and will work in good faith to complete conversion to the Replacement Product, including without limitation, by providing site access to complete the installation.

28. SERVICE LEVEL AGREEMENTS. MetTel Service Level Agreements attached hereto as Exhibit A are incorporated herein by reference.

29. ACCESS TO RECORDS. In accordance with Section 952 of the Omnibus Reconciliation Act of 1980, MetTel agrees that the books and records of MetTel pertaining to the subject matter of this Agreement and the provision of Services hereunder will be available to the Secretary of Department of Health and Human Services and the Comptroller General of the United States, or their duly authorized representatives, for four (4) years after termination of Services provided hereunder.

30. EXCLUDED PROVIDER. To its knowledge, neither MetTel nor its employees performing Services under this Agreement have been excluded from participation in federal or state healthcare programs. If MetTel becomes aware that an employee performing Services under this Agreement is excluded, MetTel will replace that employee within a reasonable time.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers, each copy of which will for all purposes be deemed to be an original.

AGREED AND ACCEPTED:

Customer: Salinas Valley Health	Manhattan Telecommunications Corporation LLC
Billing Address: 450 East Romie Lane, Salinas, CA 93901-4029	Signature By _____
Signature By _____	Print Name: _____
Print Name and Title _____	Title _____
Contact Tel _____ E-mail _____	Date _____
Fed. Tax ID _____	

Exhibit A
SERVICE LEVEL AGREEMENTS

**Service Level Agreement
(POTS & Centrex Services)**

MetTel is committed to providing our customers the highest level of satisfaction in their dealings with our account management, network support and customer care teams. At MetTel we understand the importance of telecommunications services to the health and growth of your business. We are dedicated to establishing and maintaining efficient and cost effective communications solutions for your business operation. This Service Level Agreement applies to MetTel US DS0 voice products (POTS and Centrex) within the 48 contiguous United States (“Services”) for customers with minimum two-year term commitments.

We commit the following to **Salinas Valley Health (“Customer”)**:

1. Billing

MetTel guarantees that a designated individual at Customer will receive an electronic invoice within three (3) business days of the monthly billing date. If it is not received in this time-frame, the payment interval will be extended by one business day for each business day it is delayed.

2. Customer Support

Customer support is available 24 hours a day, 7 days a week. Customer can reach its Dedicated Account Manager [backed up by team members and the Major Account department] at a toll free number, from 8 AM (EST) to 9 PM (EST) with questions regarding service or billing matters. An emergency toll free number will be provided for contact at other times. Customer will receive a customized escalation list, as follows:

Level	Name	Office	Cell
New Client Services	TBD	TBD	TBD
1 st Level – Dedicated Account Manager	TBD	TBD	TBD
2 nd Level – Executive Director – Customer Care	Mark Marshall	212-359-5113	201-293-9172
3 rd Level – Executive Director – NCS	Doug Parobeck	212-607-2103	917-836-4805
4 th Level – Vice President, Customer Operations	Will Prince	212-607-2125	914-329-8384
Chief Operating Officer	Andoni Economou	212-607-2004	917-494-7991

3. Repair

A repair ticket will be generated within three (3) hours of notification. MetTel will work to have all service interruptions back in service within eight (8) business hours. Customer shall receive an update of the repair within four (4) hours of initial Customer notification. For each day a Service is not operational, MetTel will give Customer a credit in an amount equal to the pro-rated charges for two days of the MetTel monthly recurring charge applicable to the affected Service, on the following month’s bill (not to exceed a full month’s recurring charges). To obtain the credit, Customer must notify MetTel of the Service Outage and request the applicable credit in writing within 30 days of the occurrence of the qualifying Service Outage.

4. Chronic Conditions

A line out of service for more than four (4) business hours shall be deemed a “Service Outage.” If more than three related Service Outages with the same root cause occur over any thirty (30) consecutive day period, the affected Service shall be deemed to have experienced a “Chronic Outage,” and the Customer shall have the option to (a) obtain credits as set forth herein; or (b) terminate the affected Service without incurring any termination fee upon written notice to MetTel within ten days of the qualifying Service Outage.

A Service Outage is an outage that is within MetTel’s sole control (terminating at the edge of the carrier network) and shall not include outages that are related to customer premise equipment, activities on customer premises or third parties such as customer’s telephone equipment vendors. In addition, a Service Outage shall not include an interruption in service arising from a cable cut, major disaster, act of God or other events beyond the reasonable control of MetTel, including without limitation those events identified under “Limits on Liability” in the Master Service Agreement. Service Outages are measured from the time a trouble ticket is opened with MetTel to the time the Service is restored.

This SLA becomes effective when incorporated into a related Master Service Agreement for the Services covered hereby. MetTel reserves the right to alter this SLA upon 30 days written notice to Customer prior to the change taking effect. Remedies under this SLA will not apply if: (i) Customer is in breach of its Agreement with MetTel; (ii) Customer has a past due balance with MetTel under the Agreement; or (iii) Customer is otherwise not in good financial standing with MetTel. Customer’s rights hereunder are exclusive; in no event shall any failure to meet any service levels constitute, or be deemed to constitute, a breach by MetTel of the Agreement with Customer.

MetTel welcomes the opportunity to provide you with high quality telecommunications services and dedicated customer care.

MetTel SDWAN - Service Level Agreement

This MetTel Service Level Agreement ("SLA") applies to the products described below delivered within the 48 contiguous United States then under minimum two-year term commitments. This SLA will be considered in effect on the first day of the first full month following the 30 day grace period after initial installation and applies to MetTel Software Defined Wide Area Network ("SDWAN") Network Aggregation and Applications Performance products ("Service").

We commit the following to **Salinas Valley Health** ("Customer"):

A. Software Defined Wide Area Network "SDWAN."

1. Network Availability

1.1 Customer Service

Customer support is available 24 / 7 via the MetTel Customer Service Center at 866.312.0911 to report a problem or open a repair ticket. Customer shall also have online access to MetTel's app.Bruin.com (or its successor) to report and track all trouble tickets.

1.2 Network Downtime

The availability of the Service ("Network Availability") is measured by "Network Downtime", which exists when Customer is unable to send or receive data traffic to or from the SDWAN cloud gateway as a result of a failure within the MetTel network. Network Downtime is measured from the time a trouble ticket is opened in the MetTel trouble management system to the time the affected service is again able to transmit and receive data.

Goal	Service Availability Remedy
99.999%	Each consecutive 4-hour period of Network Downtime qualifies Customer for one (1) day's charges prorated from the applicable monthly recurring charge ("MRC") on the affected SDWAN Service at the location.

B. Remedies & General

- 1. Service Credits.** Provided Customer is in good standing with MetTel and current in its obligations under the related Master Service Agreement, Customer shall be eligible to receive service credits set forth in Article A, Section 1. Credits are applied to the month in which the event giving rise to the credit occurred. Credits under Article A are calculated by excluding local access circuit charges, subject to the maximum service credits issued in any one calendar month not to exceed seven days' charges pro-rated for the affected Service. Customer must notify MetTel of the performance failure within five (5) business days of the end of the month in which the failure occurred. If Customer fails to notify MetTel in the manner set forth herein with respect to the applicable SLA credits, Customer will have waived its right to such SLA credits for that month. Customer should report and make claims via the MetTel Customer Service Center, 866.312.0911.
- 2. Exceptions.** Remedies under this Article B are not available where the SLA has not been met as a result of: (a) the acts or omissions of Customer, its employees, contractors, agents or end users; (b) Customers' unauthorized or unlawful use of services; (c) the failure, malfunction or incompatibility of local access, internet, network connections to the MetTel switching center or any customer premise equipment; (d) force majeure events (including but not limited to events that would excuse failure of performance under the limitation of liability provisions of the Master Service Agreement of which this SLA is a part); (e) access restraints or inability to access Customer locations caused by a party other than MetTel or its affiliates; (f) email mis-delivery or unavailability; (g) Customer does not release Services for testing or repair and continues to use impaired service; or (h) unavailability of appropriate Customer personnel or inaccurate contact information for such personnel.
- 3. Network Maintenance.** Normal network maintenance is scheduled between 11 PM-4 AM eastern times. Normal scheduled network maintenance and any associated degradation of service will not be applicable to the determination of remedies set forth in this document.
- 4. Miscellaneous.** This SLA shall not be effective unless incorporated into a related Master Service Agreement for the Services covered hereby. MetTel reserves the right to alter this SLA upon 30 days written notice to Customer prior to the change taking effect. Remedies under this SLA will not apply if: (i) Customer is in breach of its Agreement with MetTel; (ii) Customer has a past due balance with MetTel under the Agreement; or (iii) Customer is otherwise not in good financial standing with MetTel. In no event shall any failure to meet any Service Levels constitute, or be deemed to constitute, a breach by MetTel of the Agreement with Customer.



Service Level Agreement (Advanced Voice, Data & IP Services)

MetTel is committed to providing our customers the highest level of satisfaction in their dealings with our account management, network support and customer care teams. At MetTel we understand the importance of telecommunications services to the health and growth of your business. We are dedicated to establishing and maintaining efficient and cost effective communications solutions for your business operation. This Service Level Agreement applies to MetTel US data service products (other than MPLS, broadband (including without limitation DSL, Cable and EoC) and point to point) rated DS1 or greater within the 48 contiguous United States (“Services”) for customers with minimum two-year term commitments.

We commit the following to **Salinas Valley Health (“Customer”)**:

1. Billing

MetTel guarantees that a designated individual at Customer will receive an electronic invoice within three (3) business days of the monthly billing date. If it is not received in this time-frame, the payment interval will be extended by one business day for each business day it is delayed.

2. Customer Support

Customer support is available 24 hours a day, 7 days a week. Customer can reach their Dedicated Account Manager (backed up by team members and the Major Account department) at a toll free number, from 8 AM (EST) to 9 PM (EST) with questions regarding service or billing matters. An emergency toll free number will be provided for contact at other times. Customer will receive a customized escalation list, as follows:

Level	Name	Office	Cell
New Client Services	TBD	TBD	TBD
1 st Level – Dedicated Account Manager	TBD	TBD	TBD
2 nd Level – Executive Director – Customer Care	Mark Marshall	212-359-5113	201-293-9172
3 rd Level – Executive Director – NCS	Doug Parobeck	212-607-2103	917-836-4805
4 th Level – Vice President, Customer Operations	Will Prince	212-607-2125	914-329-8384
Chief Operating Officer	Andoni Economou	212-607-2004	917-494-7991

3. Repair

A repair ticket will be generated immediately upon notification during business hours and within three (3) hours of notification at all other times of day. Customer shall also have online access to MetTel’s app.Bruin.com (or its successor) to report and track all trouble tickets. A Service unable to transmit or receive data for more than four (4) continuous business hours shall be deemed a “Service Outage” (subject to the limitations below). For each day a Service experiences a Service Outage, MetTel will give Customer a credit in an amount equal to the pro-rated charges for two days of the MetTel monthly recurring charge applicable to the affected Service, on the following month’s bill (not to exceed fourteen (14) days pro-rated for the affected Service for such month). Only those facilities on the interrupted portion of the Service will receive a credit. To obtain the credit, Customer must notify MetTel of the Service Outage and request the applicable credit in writing within 30 days of the occurrence of the qualifying Service Outage.

Should any location experience a Service Outage on a substantial number of Services at one time, that trouble shall be immediately escalated to 4th level and handled by the Vice President, Customer Operations. Under these circumstances, the Vice President, Customer Operations shall provide updates to Customer at least once each hour.

4. Chronic Conditions

If a line or circuit experiences more than three related Service Outages with the same root cause, over any thirty (30) consecutive day period, the affected Service shall be deemed to have experienced a “Chronic Outage”, and the Customer shall have the option to (a) obtain Service Outage credits as set forth herein; or (b) terminate the affected Service without incurring any termination fee upon written notice to MetTel within ten days of the qualifying Service Outage.

A Service Outage is an outage that is within MetTel’s sole control (terminating at the edge of the carrier network) and shall not include outages that are related to customer premise equipment or activities on customer premises, third parties such as customer’s telephone equipment vendors or unavailability of services provided over or dependent on the Services. In addition, a Service Outage shall not include an interruption in service arising from a cable cut, major disaster, act of God or other events beyond the reasonable control of MetTel, including without limitation those events identified under “Limits on Liability” in the Master Service Agreement. Service Outages are measured from the time a trouble ticket is opened with MetTel to the time the Service is restored.

This SLA becomes effective when incorporated into a related Master Service Agreement for the Services covered hereby. MetTel reserves the right to alter this SLA upon 30 days written notice to Customer prior to the change taking effect. Remedies under this SLA will not apply if: (i) Customer is in breach of its Agreement with MetTel; (ii) Customer has a past due balance with MetTel under the Agreement; or (iii) Customer is otherwise not in good financial standing with MetTel. Customer’s rights hereunder are exclusive; in no event shall any failure to meet any service levels constitute, or be deemed to constitute, a breach by MetTel of the Agreement with Customer.

MetTel welcomes the opportunity to provide you with high quality telecommunications services and dedicated customer care.

MetTel Session Initiation Protocol Service Level Agreement

This MetTel Service Level Agreement ("SLA") applies to MetTel customers served by MetTel hosted Session Initiation Protocol ("SIP") termination and origination voice products including without limitation SIP termination and POTS Transformation voice service ("Service"). The SLA applies to Services delivered within the 48 contiguous United States and customers with minimum two-year term commitments. This SLA will be considered in effect on the first day of the first full month following the 30 day grace period after initial installation.

We commit the following to **Salinas Valley Health** ("Customer"):

1. **Network Availability**

1.1 **Customer Service**

Customer support is available 24 / 7 via the MetTel Customer Service Center at 866.312.0911 to report a problem or open a repair ticket. Customer shall also have online access to MetTel's app.Bruin.com (or its successor) to report and track all trouble tickets.

1.2 **Network Downtime**

The availability of the Service ("Network Availability") is measured by "Network Downtime", which exists when Customer is unable to terminate or receive SIP traffic as a result of a failure within the MetTel network switch(es) providing the Service. Network Downtime is measured from the time a trouble ticket is opened by MetTel in the MetTel trouble management system to the time the affected service is again able to transmit and receive data.

Goal	Service Availability Remedy
100%	Each consecutive 4-hour period of Network Downtime qualifies Customer for one (1) day's charges prorated from the applicable monthly recurring charge ("MRC") on the affected Service.

2. **Remedies**

- 2.1 Service Credits.** Provided Customer is in good standing with MetTel and current in its obligations under the related Master Service Agreement, Customer shall be eligible to receive service credits as set forth in Section 1 of this SLA. Credits are calculated by excluding local access circuit charges and will be applied only to the month in which the event giving rise to the credit occurred. The maximum service credits issued in any one calendar month will not exceed seven days' charges pro-rated for the affected Service with respect to Network Availability. Customer must notify MetTel of the performance failure within five (5) business days of the end of the month in which the failure occurred. If Customer fails to notify MetTel in the manner set forth herein with respect to the applicable SLA credits, Customer will have waived its right to such SLA credits for that month. Customer should report and make claims via the MetTel Customer Service Center, 866.312.0911.
- 2.2 Chronic Outage Termination.** Customer may terminate and/or replace the affected Service without incurring any termination fee if Network Downtime for such Service exceeds 48 hours in the aggregate over three or more occurrences in any single calendar month. Customer must provide written notice of its intent to terminate to the MetTel Customer Service Center within five (5) business days of the end of the month in which the Network Downtime occurred. Such termination will be effective 45 days after receipt of written notice by MetTel. If Customer fails to notify MetTel in the manner described herein with respect to the applicable termination right, Customer will have waived its right to such termination right. Customer should report and make claims via the MetTel Customer Service Center, 866.312.0911.
- 2.3 Exceptions.** Remedies under this Section 2 are not available where the SLA has not been met as a result of: (a) the acts or omissions of Customer, its employees, contractors, agents or end users; (b) Customers' unauthorized or unlawful use of services; (c) the failure, malfunction or incompatibility of local access, internet, network connections to the MetTel switching center, services provided over or dependent on the Services or any customer premise equipment; (d) force majeure events (including but not limited to events that would excuse failure of performance under the limitation of liability provisions of the Master Service Agreement of which this SLA is a part); (e) access restraints or inability to access Customer locations caused by a party other than MetTel or its affiliates; (f) Customer does not release Services for testing or repair and continues to use impaired service; or (g) unavailability of appropriate Customer personnel or inaccurate contact information for such personnel.

3. **Network Maintenance**

Normal network maintenance is scheduled between 11 PM-4 AM eastern time. Normal scheduled network maintenance and any associated degradation of service will not be applicable to the determination of remedies set forth in this document.

4. **Miscellaneous**

This SLA shall not be effective unless incorporated into a related Master Service Agreement for the Services covered hereby. MetTel reserves the right to alter this SLA upon 30 days written notice to Customer prior to the change taking effect. Remedies under this SLA will not apply if: (i) Customer is in breach of its Agreement with MetTel; (ii) Customer has a past due balance with MetTel under the Agreement; or (iii) Customer is otherwise not in good financial standing with MetTel. Customer's rights hereunder are exclusive; in no event shall any failure to meet any service levels constitute, or be deemed to constitute, a breach by MetTel of the Agreement with Customer.

Board or CEO – Packet Submission Checklist MetTel Telecommunications Carrier: Renewal, 2024 – 2027

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 **1001.3884**
- 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: **CIO must review.**
 - 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; [pre-existing MSA UPDATED from 2021 MSA.](#)

SUBMITTED BY DEPARTMENT DIRECTOR OR DEPARTMENT ADMINISTRATOR:

Signature	Title/Department	Date
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REVIEWED BY:

CIO (if applicable): _____	Date: _____
Director of MM, in lieu of Audit/Compliance: _____	Date: _____

Board Paper: Review and Approval by President/CEO

Agenda Item: **Consider Recommendation for Board Approval of the Artificial Intelligence Empowered Clinical Documentation for Epic Solution through Competitive Solicitation and Contract Award**

Executive Sponsor: Alysha Hyland, CAO
Catherine Ferguson, MD, CMIO

Date: October 10, 2024

Executive Summary

Physician burnout related to documentation time is one of the most pressing issues identified by the American Medical Association (AMA)¹ and the American Medical Informatics Association (AMIA).² Recent studies have shown that a generative artificial intelligence (AI) scribe can decrease the amount of time a physician spends at the computer by an average of an hour each day.³ Generative AI scribing systems can also improve the patient experience. 81% of patients in a study at Kaiser Permanente found that using an AI scribe reported more physician and patient face to face conversation time and 71% reported that they spent more time speaking to their physician during their visit.⁴

Abridge is an advanced AI platform for clinical conversations that take place during a patient encounter. Using an application that is embedded within Epic Haiku, Abridge allows physicians to more quickly compose clinical notes. Abridge also provides a complete transcript of the patient encounter within an Epic window and allows the provider to reference the source of information in a clinical note to the conversation with the patient. This provides a superior level of reliability compared to its competitor platforms. Unique to Abridge, conversations can also take place in as many as fourteen (14) languages, with more than one language being used in each patient encounter. This functionality is especially valued given the high number of patients who are Spanish speaking at Salinas Valley Health.




This proposal allows for ten (10) ambulatory physicians to pilot Abridge for three (3) months. During that period, we will be collecting data on their use, time spent in clinical notes and burnout scores.

¹ [Burnout is a health crisis for doctors—and patients | American Medical Association \(ama-assn.org\)](#)

² [AMIA Survey Underscores Impact of Excessive Documentation Burden | AMIA - American Medical Informatics Association](#)

³ [AI scribe saves doctors an hour at the keyboard every day | American Medical Association \(ama-assn.org\)](#)

⁴ [Ambient Artificial Intelligence Scribes to Alleviate the Burden of Clinical Documentation | NEJM Catalyst](#)

Key Contract Terms	Abridge AI, Inc.																																								
1. Proposed contract signing date	December 1, 2024																																								
2. Term of agreement	December 1, 2024 – November 30, 2025																																								
3. Renewal terms	Auto-renewing; 60 days' notice for non-renewal																																								
4. Termination provision(s)	60 days' notice prior to renewal period																																								
5. Payment Terms	Invoiced annually, net 30																																								
<table border="1" style="width: 100%; text-align: center;"> <tr> <td colspan="2" style="font-size: 24pt; font-weight: bold;">ABRIDGE</td> <td colspan="2" style="text-align: right;"></td> </tr> <tr> <td style="font-weight: bold;">Annual</td> <td></td> <td style="font-weight: bold;">Monthly</td> <td style="font-weight: bold;">Year 1</td> </tr> <tr> <td>providers</td> <td>150</td> <td>-</td> <td>-</td> </tr> <tr> <td>subscription per provider</td> <td>435</td> <td>65,250</td> <td>\$ 783,000</td> </tr> <tr> <td colspan="4" style="font-weight: bold;">One-time</td> </tr> <tr> <td>pilot fee*</td> <td>13,000</td> <td></td> <td>13,000</td> </tr> <tr> <td>implementation</td> <td>25,000</td> <td></td> <td>25,000</td> </tr> <tr> <td></td> <td></td> <td></td> <td>\$ 25,000</td> </tr> <tr> <td colspan="4">* Abridge may credit the pilot fee.</td> </tr> <tr> <td>TOTAL</td> <td></td> <td></td> <td>\$ 808,000</td> </tr> </table>		ABRIDGE				Annual		Monthly	Year 1	providers	150	-	-	subscription per provider	435	65,250	\$ 783,000	One-time				pilot fee*	13,000		13,000	implementation	25,000		25,000				\$ 25,000	* Abridge may credit the pilot fee.				TOTAL			\$ 808,000
ABRIDGE																																									
Annual		Monthly	Year 1																																						
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implementation	25,000		25,000																																						
			\$ 25,000																																						
* Abridge may credit the pilot fee.																																									
TOTAL			\$ 808,000																																						
6. Annual cost(s)	<p>\$808,000</p> <ul style="list-style-type: none"> ➤ \$783,000 in annual subscription (\$435/month/provider, 150 providers) ➤ \$13,000, one-time implementation fee during the pilot (90 days, Abridge may credit), ➤ \$25,000 fee for implementation during the service period (one-year following pilot period). 																																								
7. Cost over life of agreement	\$808,000																																								
8. Budgeted (yes or no)	No.																																								
9. Contract	1001.5057																																								

Recommendation

Consider recommendation for Board approval of the artificial intelligence empowered clinical documentation for Epic solution through competitive solicitation and contract award in the amount of \$808,000 for a 15-month term.

Attachments

- Sole Source Justification
- Abridge AI, Inc non-disclosure agreement (signed)
- Abridge AI, Inc Business Associate Agreement
- Abridge AI, Inc Master Services Agreement
- Abridge AI, Inc Statement of Work

ABRIDGE

Salinas Valley Health - Finance Committee

Tim Albert, MD, Chief Clinical Officer

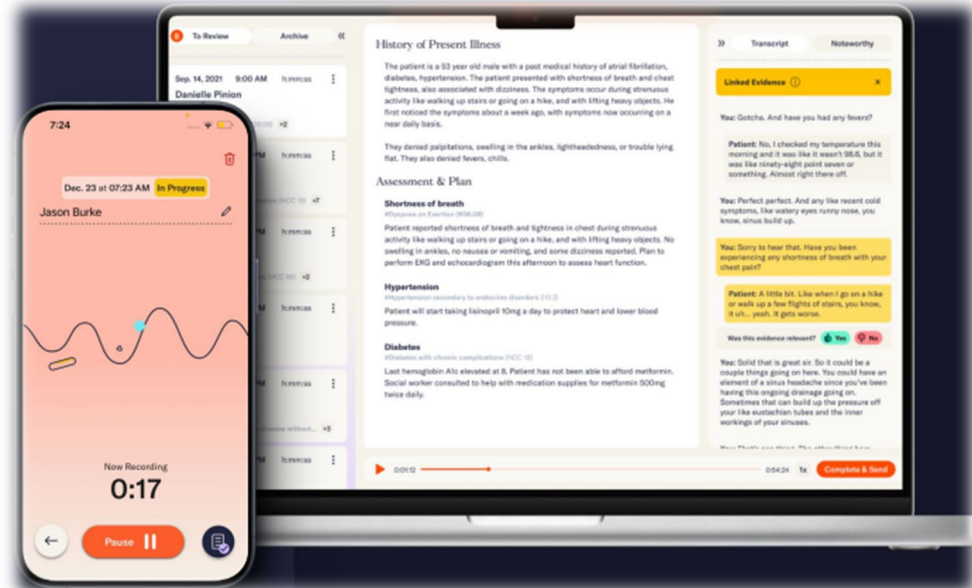
October 21, 2024

ABRIDGE OVERVIEW

















Generative AI for clinical conversations. Abridge transforms patient-clinician conversations into structured clinical notes in real-time, powered by the most advanced generative AI in healthcare.



From Conversation to Clinical Note With AI



ABRIDGE – KEY METRICS

DOMAIN	METRIC	MEASUREMENT SOURCE
 Adoption	# of notes generated using Abridge	 Abridge
	# of active and engaged users	 Abridge
 Clinician Experience	Likelihood to recommend (NPS)	 Client Survey
	Burn-out assessment	 Client Survey
	Cognitive load assessment	 Client Survey
	Work Outside of Work (WoW)	 Epic Signal
 Note Quality	Avg. note star rating (1-5)	 Abridge
	Avg. note turn around time	 Abridge
	% of note generated by AI	 Abridge
 Operational Efficiency	Same-day close rate	 Epic Signal
	Time in notes per encounter	 Epic Signal
	Same-day patient availability	 Client Survey

SALINAS VALLEY: SURVEY ANALYSIS AND 30 DAY PILOT REVIEW

PILOT OVERVIEW



Pilot launch date

Sept 11

Pilot end date

Dec 10

Total recording users

12

Total pilot users

12

Total notes generated

2,730

Average % Effort Reduction

91%

SNAPSHOT AS OF OCTOBER

16

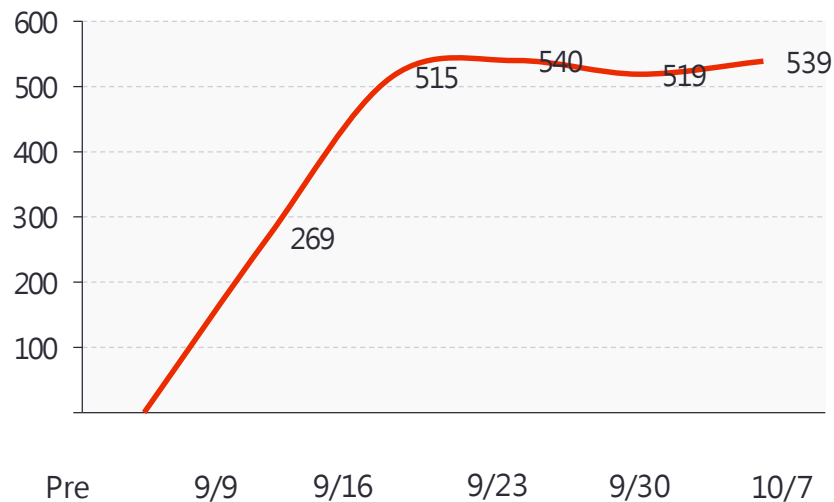
12 CLINICIANS HAVE USED ABRIDGE



2,730
RECORDINGS

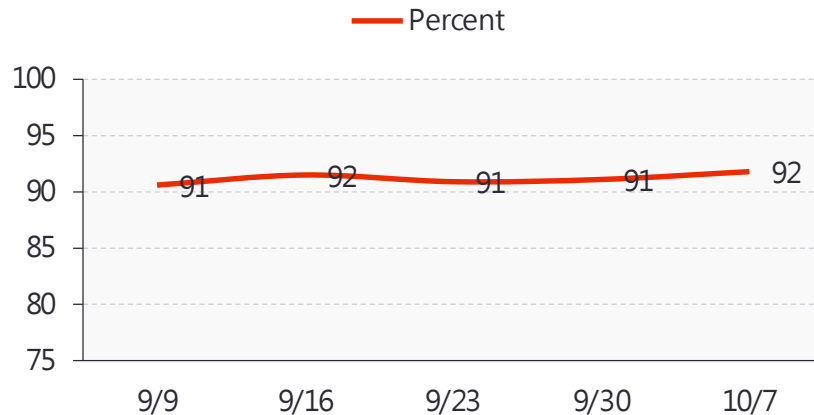


37,000+
MINUTES



History of Present Illness & Assessment and Plan

% EFFORT REDUCTION



% Effort Reduction is a key metric we use to monitor the quality of notes, and the reduced burden of editing the History of Present Illness and Assessment & Plan sections for clinicians to get to their final note.

SHARED GOALS

- Decrease pajama time and documentation time outside of scheduled work hours
- Increase work satisfaction
- Reduce practitioner cognitive load
- Improve note quality

ABRIDGE'S IMPACT: WHAT YOUR CLINICIANS HAVE TO SAY

- *Less "pajama time", able to focus on patients, not on documenting every thing and remembering what we talked about; more complete notes and better coding all of the problems we talked about; HOPE*
- *My notes resemble the notes I used to do 25 years ago when the charts were fully dictated. Since the onset of EMR 's the notes have become sterile. **The patient story is much more the centerpiece.***
- *Made me feel I could **connect more with patients** and have more eye to eye time*
- ***Changed my life.** Notes aren't perfect but the brain energy and time to do notes after the visit is immense. I'm also saving appt time by not writing in the patient instructions like I used to do as they can reference it in the note.*
- ***This is returning the time that I dedicate to my patients.** My stress level decreased and my notes improved.*
- *It has made my assessment and plan much more concise and summarizes my plans beautifully! That is where my time on notes has greatly improved. It is amazing! I am still learning to let go a little with letting abridge summarize my HPI and not free text as much in my chart during encounter. **I am loving using Abridge.***

SURVEY RESULTS - PRODUCTIVITY

Early results from the clinician impact survey demonstrate a significant positive impact on productivity and clinician wellbeing.

- Median **work outside of work** per week per clinician was **reduced from 3 hours to <1 hour with Abridge**
- 7 of 9 clinicians report that Abridge has improved the **quality of their notes**
- Before using Abridge, 7 out of 9 clinicians indicated they could **increase patient encounters** if urgently needed. **After one month on Abridge, 8 out of 9 clinicians** felt they could increase encounters
- One third of clinicians (6/9) reported that they were not fully present with their patients. After using Abridge, **8 out of 9 clinicians** reported they were able to be **fully present** with their patients
- Pre-Abridge, 8 of 9 were confident in patient comprehension from reading their notes. **Post-Abridge: All clinicians were confident in their patient's ability to comprehend** their clinical notes.

SURVEY RESULTS - CLINICIAN WELLBEING

- **66% Average Decrease**
 - 65% reduction in Mental Demand
 - 69% reduction in Temporal Demand
 - 65% reduction in Effort

- **Seven of 9 clinicians** report that Abridge has improved their **satisfaction at work**

- The number of clinicians who reported **burnout** dropped from **6 pre-Abridge** to **4 post-Abridge**.

- **Net Promoter Score: 78** - 'Excellent' Status, reflecting strong customer loyalty and positioning Salinas Valley for sustained growth and enhanced customer retention

Justification for Sole Source Form

To: Proposal Evaluation Panel

From: Alysha Hyland, CAO
Catherine Ferguson, MD, CMIO

Type of Purchase: (check one)

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

Cost Estimate (\$):	<u>Eight Hundred Eight Thousand Dollars (\$808,000.00)</u>
Vendor Name:	<u>Abridge AI, Inc.</u>
Item Title:	<u>Abridge: Clinical Conversation Documentation for Epic, 2024 – 2025</u>

Statement of Need: The recommendation for sole source is based upon a review of the product/service required and appears to be in the best interest of the SVH. I am not aware of any conflict of interest pertaining to this request. No gratuities, favors, or compromising action have taken place. My personal familiarity with particular brands, types of equipment, materials, or firms has not influenced 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.).**
- Uniqueness of the service. Abridge is an advanced AI platform for clinical conversations that take place during a patient encounter. Using an application that is embedded within Epic Haiku, Abridge allows physicians to more quickly compose clinical notes. Abridge also provides a complete transcript of the patient encounter within an Epic window and allows the provider to reference the source of information in a clinical note to the conversation with the patient. This provides a superior level of reliability compared to its competitor platforms. Unique to Abridge, conversations can also take place in as many as 14 languages, with more than one language being used in each patient encounter. This functionality is especially valued given the high number of patients who are Spanish speaking at Salinas Valley Health. Salinas Valley Health also evaluated two other top solutions in this space and selected Abridge.
- 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.

This form is accurate and complete:

Submitter Signature: _____

Catherine Ferguson, MD, CMIO

Date: _____

ABRIDGE STATEMENT OF WORK (SOW) – PILOT + SUBSCRIPTION

This is a Statement of Work (“SOW”) effective July 24, 2024 (“Effective Date”) to the Abridge Master Services Agreement dated July 24, 2024 (“Agreement”), between **Salinas Valley Memorial Healthcare District**, a California local health care district, operating as Salinas Valley Health (“Customer”) on behalf of itself and its Affiliates; and Abridge AI, Inc. (“Abridge”).

All capitalized terms not otherwise defined in this SOW will have the meanings assigned to them in the Agreement. Unless modified herein by mutual agreement of the parties, all terms in the Agreement shall remain unchanged and in full force and effect.

1. CUSTOMER BUSINESS SEGMENT(S) RECEIVING ACCESS TO THE ABRIDGE PLATFORM

Customer Providers

2. PURPOSE

Assist Customer Clinicians with documentation of medical conversations and services provided through the Abridge Platform.

3. THE ABRIDGE PLATFORM

In the Agreement, Abridge provides Customer with a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to use the Abridge Platform. The Abridge Platform is a purpose-built healthcare technology platform, including application programmable interfaces, for recording medical conversations to help support healthcare professionals with administrative tasks. Users access various tools through the Abridge Platform as detailed in Section 9 below (“Service” or “Services”). This SOW governs the Implementation and activation of the Abridge Platform with the Customer for the contemplated Service or Services.

No other deliverables or work product of any kind will be provided or developed by Abridge within the scope of this SOW. Except for those rights expressly granted in this Statement of Work and the Agreement, Customer acquires no other rights, express or implied, in or to the Abridge Materials or other Intellectual Property Rights of Abridge. The Services and all Intellectual Property Rights embodied therein and thereto are and shall remain the exclusive property of Abridge and its licensors. All rights not expressly granted by Abridge under this SOW or the Agreement shall be expressly reserved by Abridge.

4. TECHNICAL DEPENDENCIES AND REQUIREMENTS:

a. Patient Schedule

- i. Abridge and Customer will integrate the appointment information for participating Customer Users, in advance of those appointments, for the purpose of enabling Abridge to allow Customer Users to associate appointments and recordings. This integration will leverage the following Epic APIs: GetProviderAppointments, Patient.Search, and Appointment.Search.
- ii. Customer shall provide at minimum the required fields in order to successfully use the Platform: Patient name, appointment time, encounter ID, medical record number, provider identifier, patient date of birth.
- iii. Abridge will enable an interface within the Abridge Clinician mobile application that will enable a clinician to associate a recording with a particular appointment.

b. Transcript and Note

- i. Abridge will deliver the transcript and draft clinical note for successfully recorded encounters to Abridge Platform.
- ii. Abridge and Customer will integrate the transcript and draft clinical note for each encounter for the purpose of enabling Customer to ingest the data and store it in appropriate fields within Customer's systems. This integration will leverage the following Epic API: SetSmartDataValues.
- iii. Customer will be responsible for ingesting the data provided by Abridge and storing it within Customer's systems.
- iv. Clinical judgment that may result from the use of the Abridge Platform shall remain the responsibility of the Customer.

c. Customer EMR Integration

- i. If applicable, Customer will provide system set-up and integration support with customer EMR, such as:
 1. Feedback on mapping fields from Abridge to the EMR
 2. Technical support integrating to the EMR
 3. Clinical feedback on integrating to the EMR
 4. Proof of concept testing with EMR sandbox environment

d. Minimum System Requirements

- i. Participating Customer Users will need access to iPhones using iOS 15.4 or later or Android devices using Android OS 10 or later, reliable Wi-Fi or data-enabled cellular connection, and computers with internet access to access the Abridge dashboard and related documentation. Customer shall also provide reasonable information technology support to Abridge in line with Customer policies to facilitate any necessary firewall and network configurations for the Services. Customer Users will need access to secure and reliable Wi-Fi or data-enabled cellular connectivity, with a minimum of 10 Megabits per second download speed and 1 Megabits per second upload speed.

e. Application Deployment

- i. The Abridge application will be distributed to Users via a method that Abridge chooses (e.g. App Store, Google Play)

5. IMPLEMENTATION AND SUPPORT SERVICES

5.1 Implementation Services: Abridge shall provide professional services to configure, integrate and deploy the Abridge Platform to Customer. These services include, but are not limited to: initial setup, API configuration, system integration, user training, and project management. Collectively, these services are referred to as the "Implementation".

5.2 Support Services: Abridge shall provide (1) a project management resource, (2) a named developer/engineering resource, (3) onsite training of clinical Users (can be virtual if Customer prefers) with a train-the-trainer model, and (4) go-live support (onsite or virtual).

5.3 Service Level Agreement: During the Service Term of this SOW, Abridge shall provide the Abridge Platform under the Service Level Agreement included herein as Attachment B.

6. TERM AND TIMELINE

- 6.1 **Term:** The term of this SOW will begin as of the Effective Date of the SOW and continue through the Pilot Term. A Service Term may follow, but only upon issuance of prior written notice by Customer and upon approval by the Customer’s Board of Directors. The Pilot Term shall commence as of the Pilot Activation Date and end ninety (90) days later (“Pilot Term”). The Service Term, if elected by Customer and approved by Customer’s Board of Directors, shall commence as of the end of the Pilot Term and continue for twelve (12) months (“Service Term”). The period from the Effective Date to the end of the Service Term (or last Renewal Term, as applicable) shall be the full term of this SOW (“Term”) unless otherwise terminated in accordance with this SOW.
- 6.2 **Activation Date:** The “Activation Date” shall be the day on which the Abridge Platform is made available to Clinicians of Customer. In the event that the Activation Date (or Go-Live) does not occur by October 1, 2024, for reasons outside of Customer control, Customer shall be entitled to a twenty-five percent (25%) refund of the Implementation Fee. Completion of technical prerequisites and information-gathering (collectively Go-Live Pre-Reqs) shall be considered to be under Customer control. Abridge will make best efforts to support Customer in timely completion of these Go-Live Pre-Reqs. The Parties agree that Go-Live Pre-Reqs must be completed at least four weeks prior to Go-Live. For clarity, to the extent a delay in the Activation Date occurs due to a failure on the part of the Customer to provide necessary information or other reasons within Customer control, a refund will not apply. The initial Activation Date following the implementation shall be known as the “Go-Live Date”.
- 6.3 **Press Release:** In the event Customer and Abridge enter into a Service Term, Customer will execute a mutually agreed to joint press release with Abridge announcing the selection of Abridge as a partner of Customer for Abridge’s ambient listening technologies within fifteen (15) days of the Go-Live Date.
- 6.4 **Renewal:** Following the initial Term, this SOW shall automatically renew for successive terms of the same length as the Service Term pursuant to the terms of the Agreement (each of these periods referred to as a “Renewal Term”), unless either party provides written notice of termination at least sixty (60) days’ prior to the start of the Renewal Term.

7. PILOT

- 7.1 **Pilot Scope:** Abridge shall collaborate with Customer in the implementation and activation of the Abridge Platform to provision access for up to ten (10) Customer Clinicians solely during the Pilot Term (“Pilot Users”).
- 7.2 **Success Criteria:** During the Pilot Term, Abridge and Customer will track success criteria across multiple domains as a mechanism to determine the effectiveness of the Abridge Platform in the Customer’s environment (“Success Criteria”). The Success Criteria shall be as follows:

Domain	Metric	Measurement Source
Adoption	# of notes generated using Abridge	Abridge
	# of active and engaged Users	Abridge
Clinician Experience	Likelihood to recommend (NPS)	Client Survey
	Burn-out assessment	Client Survey
	Cognitive load assessment	Client Survey
	Work Outside of Work (WoW)	Epic Signal
Note Quality	Avg. note star rating (1-5)	Abridge

	Avg. note turnaround time	Abridge
	% of note generated by AI	Abridge
Operational Efficiency	Same-day close rate	Epic Signal
	Time in notes per encounter	Epic Signal
	Same-day patient availability	Client Survey

Abridge and Customer may collaborate to define and measure additional Success Criteria throughout the Pilot Term.

- 7.3 **Acceptance:** Upon the end of the Pilot Term, Customer shall have the option to accept a subsequent Service Term of this SOW (“Acceptance”), but such Acceptance shall be contingent on approval from the Customer’s Board of Directors and subsequent issuance of written notice by Customer to Abridge of such Acceptance. Following Acceptance, the Service Term shall take effect and Parties shall continue to abide by the terms of this SOW in accordance with the Agreement.
- 7.4 **Decline:** The Customer shall have been deemed to have declined the subsequent Service Term of this SOW (“Decline”), unless Acceptance has been separately given under Section 7.3. In the event this SOW is Declined, this SOW shall terminate as of the conclusion of the Pilot Term as detailed in Agreement Section 15.3. No further fees beyond the Pilot Fee shall be owed to Abridge in the event this SOW is Declined.

8. USERS

- 8.1 **Users:** Users are Customer Clinicians with access to the Abridge Platform (1) granted by a Subscription, as designated through an Order Form during the Service Term, or (2) granted as part of the Pilot Term as Pilot Users. Pilot Users shall be jointly agreed upon by Abridge and Customer prior to the Go-Live Date.
- 8.2 **Subscription:** The means through which a User is granted access to the Abridge Platform for a defined period of time as described in an applicable Order Form.
- 8.3 **Order Forms:** Pursuant to the Fees and Payment Schedule outlined in this SOW; an accompanying form will be utilized to administer deployment of all Subscriptions for the Abridge Platform (“Order Form” as appended in Attachment A) in the Service Term. If Customer’s internal operational processes require a specific purchasing document to be issued (a “Purchase Order”) to authorize payment of fees against an invoice, Customer must notify Abridge and place the Purchase Order in a timely manner following the execution of an applicable SOW or Order Form.
- 8.4 **Initial Order Quantity:** The Initial Order Quantity (IOQ) is the number of Subscriptions to be maintained, deployed, or added at the conclusion of the Pilot Term entering the initial Service Term.

9. FEES AND PAYMENT SCHEDULE

Fees listed below outline the Customer’s payment obligations during the Term, pursuant to the Master Services Agreement:

Service	Conversation to Clinical Note is a Service delivered from the Abridge Platform that assists Clinicians with documentation of medical conversations through AI-assisted summarization, note generation and transcription.
----------------	--

Pilot Fee	\$13,050 one-time fee due as of the Effective Date, covering the use of the Abridge Platform during the Pilot Term
Subscription Pricing at Initial Order Quantity (IOQ)	\$435 per Clinician per month due as of the start of the Service Term and each anniversary of the Annual Billing Term thereafter
Initial Order Quantity (IOQ) in Service Term	160
Initial Annual Subscription Fees	\$783,000
Implementation Fees	\$25,000 one-time fee due as of the Effective Date, covering the Implementation

The following terms shall apply to the payment of these fees:

- 9.1 **Annual Billing Term:** The “Annual Billing Term” is each 12-month period during the term of this SOW, commencing on the beginning of the Service Term and ending 12 months later. Unless specifically modified in the Order Form, fees are paid annually in advance and due as of the commencement of the Annual Billing Term each year.
- 9.2 **Pro Rata Payments:** In the event that an Order Form is executed to add Subscriptions during the Annual Billing Term, such Subscriptions shall be prorated for the remainder of the applicable Annual Billing Term.
- 9.3 **No Travel or Incidental Expenses:** For the avoidance of doubt, Customer will not reimburse Abridge for any travel or incidental expenses incurred in connection with this SOW.
- 9.4 **Fair Market Value:** Abridge and Customer agree that the fees detailed in this SOW represent the fair market value for the services provided and for the mutual value of collaborating on the solution's design and growth strategy and continuance of a mutually beneficial relationship. All factors included in Abridge’s Master Service Agreement and this SOW are contemplated in the calculation of the fees and pricing herein.
- 9.5 **Other Disclaimers:** No compensation shall be related to the volume of patients or value of services provided, and the Customer’s Clinicians shall at all times exercise independent clinical judgment.
- 9.6 **Implementation Fees Credit:** Abridge may credit the Implementation Fees at its discretion in the event that Customer provides Acceptance at the end of the Pilot Term and the parties enter into the Service Term.

10. STRATEGIC DESIGN PARTNER (SDP) PROGRAM

Execution of this SOW constitutes Customer’s eligibility to participate in Abridge’s SDP Program. As such, Customer shall have access to benefits as described in this Section 10 of the SOW.

- a. Pricing Benefits:

- i. Subscription Fee Tiers: Customer is eligible to procure Subscriptions at the SDP Pricing Matrix levels outlined below in Table 1 based on the corresponding volumes, provided that Customer meets the IOQ outlined in Section 9.

Table 1

Pricing Tiers	Number of Subscriptions	Subscription (per month)
1	1 - 100	\$510
2	101 - 250	\$435
3	251 - 500	\$410

11. CASE STUDY AND RESEARCH COLLABORATIONS

Abridge and Customer may from time to time mutually agree in writing on certain Research that shall be deemed an Authorized Purpose consistent with Section 3.6 of the Agreement, including research related to the benefits and efficacy of ambient listening technologies.

12. MILESTONES

Customer agrees to meet the total Subscription amounts (“Subscription Thresholds”) by the corresponding dates as outlined below (“Milestones”). Subscription Thresholds will be calculated as the total number of Subscriptions for which duly executed Order Form(s) have been completed. Customer’s failure to meet the Milestones shall allow Abridge the right to terminate the Customer’s eligibility to procure Subscriptions based on the pricing table in Section 10, and all current and future Subscriptions will be adjusted to the prevailing rate associated with the IOQ.

Milestone	Subscription Threshold	Date
1	150	Within 90 days of the start of the Service Term

ACCEPTED AND AGREED:

**SALINAS VALLEY MEMORIAL
HEALTHCARE SYSTEM**

ABRIDGE AI, INC.

By: Allen Radner
Allen Radner (Jul 25, 2024 19:15 PDT)

By: 

Name: Allen Radner, MD

Name:

Title: President/CEO

Title:

Date:

Date:

ATTACHMENT A – ORDER FORM

ABRIDGE
ORDER FORM

Offer Valid Through: 06/28/24
Abridge Contact: Matt Barlup
Email: matt@abridge.com
Phone Number: (310) 384-3815
Address: Abridge AI Inc., 30 S 14th St Ste 1550 PMB 41901
 Philadelphia, PA 19102-4826

Contact Information

Customer Business Information	Customer Billing Contact
Company Name:	Name:
Business Contact:	Email Address:
Business Contact Email:	Billing Phone:
Business Contact Number:	Billing Fax:
Address:	
Sales Tax Exempt?	[YES] / [NO]

Is a Purchase Order (PO) required for the purchase or payment of the products on this Order Form?
 [YES] / [NO]

PO Number: [IF APPLICABLE]
PO Amount: [IF APPLICABLE]

Services and Fees

The Customer shall pay the following fees for access to the Abridge Platform:

Service	Subscriptions	Monthly Unit Price	Months in Billing Term	Total Amount
Conversation to Clinical Note	10	\$435	3	\$13,050
Implementation Fee				\$25,000
Subscription Fees				\$38,050

Pro Rata Invoice: Abridge shall invoice Customer a pro rata amount to reflect fees on the period from the Order Form Activation Date (defined below) to the end of the current Annual Billing Term for any

Subscriptions added under this Order Form. This shall be invoiced as of the Order Form Activation Date, or the Order Form Effective Date if later.

Order Form Activation Date: The Order Form Activation Date reflects the mutual understanding and expectation between Abridge and Customer on when the Subscriptions under this Order Form may be brought live for Clinicians.

Terms and Conditions


Order Form Effective Date:	
Annual Billing Term:	
Order Form Activation Date:	
Billing Frequency:	Annual
Payment Terms:	Net 45

This Order Form is entered into pursuant to the Master Services Agreement signed between Customer and Abridge dated July 24, 2024 (the “Master Agreement”) and the Statement of Work signed between Customer and Abridge dated July 24, 2024 (the “SOW”). All capitalized terms not otherwise defined in this SOW will have the meanings assigned to them in the Agreement.

All terms and conditions detailed in the Master Agreement and SOW apply to Customer and shall govern this Order Form.

Upon signature by Customer and submission to Abridge, this Order Form shall become legally binding.

Signed,

By: <u>Allen Radner</u> <small>Allen Radner (Jul 25, 2024 19:15 PDT)</small>	By: 
Name:	Name:
Title:	Title:
Date:	Date:
<i>For Customer</i>	<i>For Abridge</i>

ATTACHMENT B – SERVICE LEVEL AGREEMENT

1. Definitions.

- A. **“System Availability”** means total minutes in a calendar month, measured on a 24/7/365 basis, minus Unscheduled Downtime divided by the total minutes in a month.
- B. **“Scheduled Downtime”** equals the aggregate total of all minutes of planned and scheduled maintenance performed during the month (as measured on a 24/7/365 basis) to provide any necessary hardware, OS, network, database, application software maintenance, repair, upgrades, or updates. Abridge shall work with Customer to determine and use commercially reasonable efforts to schedule downtime after regular Business Hours and during times that minimize the disruption to operations.
- C. **"Unscheduled Downtime"** shall mean the total number of minutes during the calendar month during which the Abridge Platform is not available, in whole or in part, for connectivity and use by Authorized Users in accordance with the Agreement, applicable SOW, and Documentation, other than due to Scheduled Downtime, as defined in Section 6 above.
- D. **“Updates”** to the Abridge Platform (including but not limited to service packs, patches, and functionality updates) will be applied to the Customer environment by Abridge after regular Business Hours and during times that minimize the disruption to operations.

2. **Uptime Commitment.** System Availability for Abridge Platform will equal or exceed 99.5%. For purposes of tracking downtime duration, the Unscheduled Downtime shall begin at the time the impact is first identified and ends at the point in time when Abridge demonstrates that the issue has been resolved

A. **Credits; Refund.** In recognition of the diminution in value of the Abridge Platform to improving the quality of care and efficiencies in Customer operations based on a failure of Abridge to satisfy its System Availability commitments under this Section, the parties agree that the following service level credits (“Credit(s)”) shall apply to service level failures. Credits are cumulative and shall be refunded to Customer by Abridge within thirty (30) days of the end of the month earned, or at Customer’s sole option, deducted from the next Abridge invoice. Any Credits due upon termination or expiration of the term shall be paid to Customer by Abridge within thirty (30) days of the termination or expiration date.

B. If the availability of the Abridge Platform falls below 99.5% during any calendar month, Abridge will provide Customer a Credit to account for such Unscheduled Downtime as follows:

Uptime Availability %	Monthly Credit Amount (% of the prior month fees, as determined on a pro-rated basis)
Less than 99.5% and greater than or equal to 99.0%	5%
Less than 99.0% and greater than or equal to 98.5%	7%
Less than 98.5% and greater than or equal to 98.0%	10%
Less than 98.0% and greater than or equal to 95.0%	15%
Less than 95.0% and greater than or equal to 80%	20%
Less than 80%	35%

3. **Termination.** In the event that (i) the monthly availability of the Abridge Platform falls below 99.5%, for more than four (4) times in any rolling twelve (12) month period; or (ii) monthly availability falls below 80% for any month, Customer will have the option, but not the obligation, to terminate the SOW and/or the Agreement upon Customer providing written notice to Abridge of its intent to terminate. Notwithstanding any provision of the MSA, termination under this Section 3 shall entitle Customer to a pro-rated refund of any pre-paid fees for the remaining unused Service Term.

4. **Help Desk.** Abridge shall maintain a help desk to receive Abridge Platform-related inquiries from Customer between the hours of 9am to 6pm Eastern, Monday through Friday, excluding holidays (“Business Hours”). Notwithstanding the foregoing, Abridge will provide Customer extended support at no additional charge to Customer outside of Business Hours for Critical Defects, defined as a failure of the Abridge Platform to conform to the Agreement, the SOW, and/or applicable published documentation (“Documentation”) that materially impacts Customer’s business operations. Non-Critical Defects reported outside of Business Hours will be responded to during the following business day.

ABRIDGE MASTER SERVICES AGREEMENT

This Abridge Master Services Agreement (“**Agreement**”) is entered into and effective between **Abridge AI Inc.**, a Delaware Corporation (“**Abridge**”), and **Salinas Valley Memorial Healthcare District**, a California local health care district, operating as Salinas Valley Health (“**Customer**”) as of June 24, 2024 (“**Effective Date**”).

WHEREAS, Abridge provides ambient clinician documentation solutions (“**Abridge Platform**”) that, among other features, allows healthcare providers to selectively record the patient-provider conversations and produces clinical notes based on these conversations;

WHEREAS, Customer is a health care provider in the business of providing healthcare services to patients;

WHEREAS, Customer desires to allow its clinicians to use the Abridge Platform during the Term (as defined below);

NOW THEREFORE, in consideration of the mutual promises and agreements set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed by the parties, the parties agree as follows:

1. DEFINITIONS.

1.1 “**Abridge Content**” means, collectively, the Documentation and other information and content provided by Abridge via the Abridge Platform.

1.2 “**User Account(s)**” means accounts of clinicians or providers provisioned and approved by Customer so that they may use the Abridge Platform for the Authorized Purpose under this Agreement (“**Clinician(s)**”). After gaining access to the Abridge Platform, Clinicians are referred to herein as “**User(s)**”).

1.3 “**Affiliate(s)**” means an entity that, directly or indirectly, owns, is owned by or is under common ownership with a party. As used herein, “ownership” means the beneficial ownership of fifty percent (50%) or more of the voting equity securities or other equivalent voting interests of an entity.

1.4 “**Authorized Purposes**” means Customer and its Clinician’s use and access of the Abridge Platform for (1) the sole purpose of providing documentation services to its Clinicians in the provision of healthcare services to Patients, as set forth herein, or (2) as part of a research study evaluating ambient listening technology or any other topic, regardless of whether for internal consumption or external publication (“**Research**”), conducted in accordance with Section 3.6.

1.5 “**Customer Data**” means Encounter Data and other data submitted, stored, or otherwise transmitted by or on behalf of Customer or any User, and received and analyzed by the Abridge Platform.

1.6 “**Customer System**” means the Customer owned or controlled website(s), servers and other equipment and software used in the conduct of Customer’s business.

1.7 “**Documentation**” means the printed, paper, electronic or online user instructions and help files made available by Abridge for use with the Abridge Platform, as may be updated from time to time by Abridge.

1.8 “**Encounter Data**” means the recorded conversations made by Users using the Abridge Platform with a Patient as well as transcripts and other information related to such conversations between Users and Patients made available to Users via the Abridge Platform, that includes personal and health-related data, including without limitation “Protected Health Information” (“**PHI**”) as defined by 45 C.F.R. § 160.103, as amended, that is collected, stored, processed by Abridge in connection with the Abridge Platform, as set forth herein.

1.9 “**Intellectual Property Rights**” means all intellectual property rights or similar proprietary rights, including (a) patent rights and utility models, (b) copyrights and database rights, (c) trademarks, trade names, domain names and trade dress and the goodwill associated therewith, (d) trade secrets, (e) mask works, and (f) industrial design rights; in each case, including any registrations of, applications to register, and renewals and extensions of, any of the foregoing in any jurisdiction in the world.

1.10 “**Malicious Code**” means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

1.11 “**Open-Source Software**” means all software that is available under the GNU Affero General Public License (AGPL), GNU General Public License (GPL), GNU Lesser General Public License (LGPL), Mozilla Public License (MPL), Apache License, BSD licenses, or any other license that approved by the Open Source Initiative (www.opensource.org).

1.12 **“Order Form”** means the mechanism through which Customer shall specify the manner in which Customer Users shall access the Abridge Platform during an extended term of service, and the pricing structure associated with such access. In the event Customer requests to increase the number of Users or modify the applicable pricing structure, the Customer shall submit a new, subsequent Order Form, through which the Parties shall mutually agree to any additional terms, including but not limited to, a change in fees.

1.13 **“Patient(s)”** means individual patients of Customer or Clinician.

1.14 **“Personally Identifiable Information”** or **“PII”** means any information provided to Abridge, or controlled, possessed, stored, transmitted or processed by Abridge under this Agreement that identifies an individual, or with respect to which there is a reasonable basis to believe the information can be used to identify the individual either alone or when combined with other personal or identifying information. For purposes hereof, PII does not include any PHI.

1.15 **“Platform Privacy Statement”** means the Abridge Platform Privacy Statement that is attached hereto as Exhibit A).

1.16 **“Services”** means collectively, the Abridge Platform and Support Services.

1.17 **“SOW”** means the Statement of Work where Parties shall agree to fees, order forms, pricing, and additional terms in connection with this Agreement.

1.18 **“Support Services”** means the support and maintenance services provided by Abridge pursuant to this Agreement.

1.19 **“Users”** means Customer Clinicians with access to the Abridge Platform, as designated through an Order Form or applicable SOW.

1.20 **“Vendors”** means third parties that deliver certain software or services required for the operation of the Abridge Platform. Such Vendors include, though are not limited to, hosting and serving platforms, cloud computing services, and service reliability infrastructure providers.

2. **PROJECT MANAGEMENT.** Each party shall appoint an individual to represent their interests and coordinate with the other party in the conduct of the activities contemplated by this Agreement (each such individual referred to as a party’s “Project Manager”). A party may change their Project Manager in such party’s sole discretion upon providing notice (email being sufficient) to the other party.

3. **ENROLLMENT; LICENSES; RESTRICTIONS.**

3.1 **Enrollment and Users.** Subject to the terms and conditions of this Agreement, during the Term, Customer may enroll Clinicians for access and use of the Abridge Platform (as Users) pursuant to the account provisioning process set forth in the applicable Documentation and subject to any limitations set forth in the applicable SOW or Order Form. User Accounts are for designated Clinicians only and cannot be shared or used by more than one Clinician. Customer shall maintain the responsibility to inform Abridge of any changes in Users or required access.

3.2 **Community Connect Users.** Customer shall inform Abridge in writing if any Users accessing the Abridge Platform are Clinicians associated with the Customer via the Epic Community Connect program (“Community Connect Users”). Community Connect Users shall remain the full responsibility of Customer consistent with any agreements between Customer and Epic, and Community Connect Users shall be billed by Abridge to Customer as regular Users under the applicable SOW or Order Form.

3.3 **Access and Use License.** Subject to Customer’s compliance with the terms and conditions contained in this Agreement, Abridge hereby grants to Customer, during the Term, a limited, non-exclusive, non-sublicensable, non-transferable right for its Clinicians to access and use the Abridge Platform from and within the United States, in accordance with the Documentation and solely for the Authorized Purposes and not for the benefit of any other person or entity. Customer agrees it will obtain no rights to the Services except for the limited rights to use the Services expressly granted by this Agreement.

3.4 **Abridge Platform.** The Abridge Platform provides to Customers and its Clinicians access to Encounter Data. This shall include (a) audio recordings collected through the Abridge Platform, (b) transcripts of such recordings generated by the Abridge Platform, and (c) notes generated by the Abridge Platform based on such transcripts. Any further data to be provided by Abridge to Customer shall be specified in the SOW.

3.5 Restrictions. Customer shall not, directly or indirectly, and Customer shall not assist or authorize any User, Patient or third party to: (a) reverse engineer, decompile, disassemble or otherwise attempt to discover the object code, source code or underlying ideas or algorithms of the Abridge Platform; (b) modify, translate, or create derivative works based on any element of the Abridge Platform or any related Documentation; (c) except as otherwise set forth in this Agreement, rent, lease, distribute, sell, resell, assign, or otherwise transfer its rights to use the Abridge Platform; (d) use the Abridge Platform for timesharing purposes or otherwise for the benefit of any person or entity other than for the benefit of Customer and its Patients; (e) remove any proprietary notices from the Abridge Platform or Documentation; (f) publish or disclose to third parties any benchmarking or evaluation of the Abridge Platform; (g) interfere with or disrupt the integrity or performance of the Abridge Platform; (h) introduce any Open Source Software or Malicious Code into the Abridge Platform; or (i) attempt to gain unauthorized access to the Abridge Platform or their related application or systems.

3.6 Research Protocol. Research facilitated through Customer or Clinician use or access to the Abridge Platform shall not be an Authorized Purpose unless conducted in accordance with this Section 3.4. Customer and Clinicians engaging in Research shall: (1) provide written notice to Abridge on the commencement of any Research being conducted by an employee, contractor, associate, or affiliate of the Customer or any related organization, (2) clearly identify to Abridge, if applicable, which Users registered with Abridge Platform are engaged in Research, (3) provide a draft of any Research to Abridge for review, comment, and approval for publication with reasonable advance notice but no less than thirty (30) days in advance of publication with approval not to be unreasonably withheld by Abridge, and (4) includes explicit recognition of the Abridge product in any publication, presentation, or other materials describing the Research. Research conducted in violation of this Section 3.6 shall be a material breach of this Agreement.

3.7 Reservation of Rights. Except as expressly granted in this Agreement, there are no other licenses or rights granted to Customer, or any Users or Patients, express, implied or by way of estoppel, and all such rights not expressly granted are reserved by Abridge.

4. VENDOR COMPONENTS. The Abridge Platform may contain components facilitated by Vendors, and if used by Customer, in that case, Customer acknowledges that Abridge may allow those Vendors to access Customer Data as required for the interoperation and support of such components with the Abridge Platform. Abridge shall execute all necessary BAAs with Vendors as appropriate to ensure compliance under the law. Such Vendor components include, though are not limited to, hosting and serving platforms, cloud computing services, and service reliability infrastructure.

5. ACCOUNTS; SECURITY.

5.1 Accounts. During the Term, Customer will be able to authorize Clinicians to create User Accounts by way of Abridge's user provisioning credentials (i.e., two-factor authentication, etc.) and use the Abridge Platform. Customer shall not be entitled to allow Clinicians of any of its Affiliates or any of their patients to use the Abridge Platform without Abridge's prior written consent. To the extent such consent is provided, Customer shall be responsible and liable for any access or use by any such Affiliates and/or their respective Clinicians and Patients including for their compliance. Customer is solely responsible and liable for any and all access and use of the Abridge Platform that occurs by User Accounts issued under this Agreement. Customer agrees to immediately notify Abridge of any unauthorized use of any account or login and password issued to its or its Affiliates' Users, or any other breach of security known to Customer. Abridge shall have no liability for any loss or damage arising from Customer or its Affiliates' failure to comply with the terms set forth in this Section 6.

5.2 No Circumvention of Security. Neither Customer nor any of its Affiliates nor any User or Patient may circumvent or otherwise interfere with any user authentication or security of the Abridge Platform. Customer will immediately notify Abridge of any breach, or attempted breach, of security known to Customer.

5.3 Security. Abridge will comply with the reasonable policies and procedures with respect to access to and security for any Customer System required in connection with the Services, provided that Customer make such policies and/or procedures available to Abridge with reasonable advance notice.

6. CUSTOMER OBLIGATIONS.

6.1 Customer System. Customer is responsible at all times for (a) obtaining, deploying and maintaining any

Customer System, including all hardware, software, modems, routers and other communications equipment necessary for Customer, its Affiliates and their respective Users to access and use the Abridge Platform via phone and/or the Internet; (b) contracting with third party ISP, telecommunications and other service providers to access and use the Abridge Platform via phone and/or the Internet; and (c) paying all third party fees and access charges incurred in connection with the foregoing.

6.2 Compliance with Law. Customer shall comply with all applicable laws, rules and regulations, including HIPAA, with regard to the creation of Encounter Data and Patients' rights to Encounter Data stored by Abridge from Customer under this Agreement.

6.3 Acceptable Use Policy. Customer shall be solely responsible for its actions and the actions of its Users while using the Abridge Platform. Customer shall provide Abridge with notice within twenty-four (24) hours of any Clinician who is no longer affiliated with Customer or who has violated this Agreement so that the applicable Account may be deactivated. Any such Clinician shall have no right to remove or retain any Customer Data. Further, Customer acknowledges and agrees: (a) to abide by all local, state, national, and international laws, rules and regulations applicable to Customer's use of the Abridge Platform, including without limitation the provision and storage of Customer Data; (b) not to send or store data on or to the Abridge Platform which violates the rights of any individual or entity established in any jurisdiction; (c) not to upload in any way any information or content that contain Malicious Code or data that may damage the operation of the Abridge Platform or a computer or mobile device or Abridge or any of its licensors or suppliers; (d) not to use the Abridge Platform for illegal, fraudulent or unethical purposes; (e) not to interfere or disrupt networks connected to the Abridge Platform or interfere with other ability to access or use the Abridge Platform; (f) not to distribute, promote or transmit through the Abridge Platform any unlawful, harmful, obscene or pornographic material of any kind or nature; (g) to comply with all regulations, policies and procedures of networks connected to the Abridge Platform and Abridge's service providers; (h) not to use the Abridge Platform except in accordance with the Documentation. Customer acknowledges and agrees that Abridge neither endorses the contents of Customer or its Users' communications or Customer Data, nor assumes any responsibility for any offensive material contained therein, any infringement of third party Intellectual Property Rights arising therefrom or any illegal activity facilitated thereby. Further, Abridge does not guarantee, and does not and is not obligated to verify, authenticate, monitor or edit any Customer Data that is provided by or on behalf of Customer or any User, or any other information or data uploaded to or stored in the Abridge Platform, for completeness, integrity, quality, accuracy or otherwise.

6.4 Business Associate Agreement. The parties will enter into the business associate agreement in substantially the form attached hereto as Exhibit B ("BAA"). Notwithstanding anything in the BAA, Abridge's rights to use the Customer Data and any Normalized Data (as defined below) shall be set as forth in this Agreement and the provisions herein regarding such rights shall control over any inconsistent provisions in the BAA.

6.5 Feasibility Review; Implementation Cooperation. Customer agrees to review the functionality and limitations of the solutions to make an independent determination of suitability and feasibility for Customer's use. Customer shall, and shall cause any of its agents, vendors or subcontractors to promptly respond to and comply with all implementation-related requests, timelines or project milestones as communicated by Abridge during the implementation process and as further described in the SOW, as applicable. Customer expressly agrees that any failure to respond to one or more implementation-related requests, timelines or project milestones during the implementation process for a period of thirty (30) days or more may be considered a material breach of this Agreement. It shall not be a breach of this Agreement by Abridge for failure to implement based on Customer's or Customer's agents', vendors', or subcontractors' lack of cooperation.

7. SUPPORT SERVICES. The parties shall, within the applicable SOW or Order Form, mutually agree in writing to the Support Services to be provided by Abridge to Customer pursuant to this Agreement.

8. INSURANCE. Each party shall secure and maintain at all times during the Term, at such party's own expense, the following insurance: (a) Commercial General Liability, at the following limits: One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate; (b) Professional Liability, Errors and Omissions Coverage, at the following limits: Five Million Dollars (\$5,000,000) general aggregate; and (c) Cyber Liability coverage at the following limits: Five Million Dollars (\$5,000,000) general aggregate.

9. FEES AND PAYMENT; TAXES.

9.1 Fees. Customer shall pay to Abridge the fees as specified in any executed SOWs and Order Forms. All

fees will be quoted and payable in United States dollars, and payment obligations will be non-cancelable, and fees paid are non-refundable.

9.2 Invoices and Payment. All fees will be invoiced in accordance with the applicable SOWs and Order Forms. Except as otherwise set forth in the applicable SOW or Order Form, Customer agrees to pay all invoiced amounts within forty-five (45) calendar days of the invoice receipt date.

9.3 Taxes. "Taxes" means all taxes, levies, imposts, duties, fines or similar governmental assessments imposed by any jurisdiction, country or any subdivision or authority thereof including, but not limited to federal, state or local sales, use, property, excise, service, transaction, occupation, gross receipts or similar taxes, in any way connected with this Agreement or any instrument, SOW, Order Form or agreement required hereunder, and all interest, penalties or similar liabilities with respect thereto, except such taxes imposed on or measured by a party's net income. Notwithstanding the foregoing, Taxes shall not include payroll taxes attributable to the compensation paid to workers or employees and each party shall be responsible for its own federal and state payroll tax collection, remittance, reporting and filing obligations. Fees and charges imposed under this Agreement or under any SOW, Order Form, or similar document ancillary to or referenced by this Agreement shall not include Taxes except as otherwise provided herein. Customer shall be responsible for all of such Taxes. If, however, Abridge has the legal obligation to pay Taxes and is required or permitted to collect such Taxes for which Customer is responsible under this section, Customer shall promptly pay the Taxes invoiced by Abridge unless Customer has furnished Abridge with valid tax exemption documentation regarding such Taxes at the execution of this Agreement or at the execution of any subsequent instrument, SOW, Order Form, or agreement ancillary to or referenced by this Agreement. In the event the Customer maintains tax exempt status, Customer shall be required to provide documentation of such status prior to the start of any SOW or Order Form, or otherwise be subject to accepting all applicable taxes.

9.4 Late Payment. If Customer fails to make any payment within forty-five (45) days of the date on an invoice, Customer agrees that such outstanding payments shall bear interest from the date an invoice is due until paid at a rate of one-half percent (0.5%) per month or at the highest rate allowed by state law, whichever is lower. Inaction on the part of Abridge to demand payment of any interest shall not constitute a waiver of its rights to receive such interest.

10. REPRESENTATIONS AND WARRANTIES; DISCLAIMER.

10.1 Representations and Warranties. Each party represents, warrants and covenants that: (a) it has the full power and authority to enter into this Agreement and to perform its obligations hereunder, without the need for any consents, approvals or immunities not yet obtained; and (b) its acceptance of and performance under this Agreement shall not breach any oral or written agreement with any third party or any obligation owed by it to any third party to keep any information or materials in confidence. Abridge represents and warrants that it will provide the Abridge Platform in a professional manner consistent with applicable industry standards, and that the Abridge Platform will substantially conform to the Documentation maintained by Abridge for the Abridge Platform. If Customer reports a breach of the foregoing warranty to Abridge in writing, Abridge will, without charge, promptly correct or repair the Abridge Platform so that it substantially conforms to the Documentation.

10.2 Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 11.1, ABRIDGE DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL WARRANTIES, EXPRESS, STATUTORY AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, SATISFACTORY QUALITY, ACCURACY OR NONINFRINGEMENT OF THE ABRIDGE PLATFORM AND ANY VENDOR SERVICES. ABRIDGE DOES NOT WARRANT THAT THE ABRIDGE PLATFORM WILL BE ERROR-FREE OR UNINTERRUPTED. EXCEPT AS EXPRESSLY SET FORTH HEREIN, ABRIDGE DOES NOT REVIEW, MONITOR, EVALUATE, OR ANALYZE ANY INFORMATION GENERATED FROM OR BY THE ABRIDGE PLATFORM OR PATIENTS INCLUDING FOR ANY MEDICAL PURPOSE. ABRIDGE DOES NOT ENGAGE IN THE PRACTICE OF MEDICINE AND DOES NOT PROVIDE ANY MEDICAL ADVICE OR DIAGNOSES TO PATIENTS OR OTHERWISE. IT IS CUSTOMER AND ITS USERS SOLE RESPONSIBILITY TO DISPENSE MEDICAL ADVICE TO OR MAKE DIAGNOSES OR EVALUATIONS FOR ITS PATIENTS BASED ON ITS OR THEIR INDEPENDENT PROFESSIONAL JUDGMENT, FOR THE ACCURACY OF ANY ENCOUNTER DATA WHETHER WITHIN OR OUTSIDE OF THE ABRIDGE PLATFORM. NO AGENT OF ABRIDGE IS AUTHORIZED TO ALTER OR EXPAND THE WARRANTIES SET FORTH HEREIN. THE ABRIDGE PLATFORM MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND

OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. ABRIDGE IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGES RESULTING FROM SUCH PROBLEMS.

11. INDEMNIFICATION.

11.1 Abridge Indemnity.

- (a) Abridge, at its expense, shall defend Customer and its Affiliates and their respective officers, directors and employees (the “**Customer Indemnified Parties**”) from and against all actions, proceedings, claims and demands by a third party (a “**Third-Party Claim**”) alleging that the Abridge Platform infringes any third party Intellectual Property Rights or misappropriates any trade secret and shall pay all damages, costs and expenses, including reasonable attorneys’ fees (whether by settlement or award of damages by a final judicial judgment) paid to the Third Party bringing any such Third-Party Claim. Abridge’s obligations under this Section 11.1 are conditioned upon (i) Abridge’s being promptly notified in writing of any claim under this Section 11.1, except that a failure to promptly notify Abridge only affects the obligations of Section 11.1 to the extent the delay prejudices Abridge, (ii) Abridge having the sole and exclusive right to control the defense and settlement of the claim using counsel of its choice, except that any settlement of a claim shall not subject Customer to any additional obligations beyond those already set forth in this Agreement without Customer’s consent, and (iii) Customer providing all reasonable assistance (at Abridge’s expense and reasonable request) in the defense of such claim. In no event shall Customer settle any claim without Abridge’s prior written approval. Customer may, at its own expense, engage separate counsel to advise it regarding a claim and to participate in the defense of the claim, subject to Abridge’s right to control the defense and settlement.
- (b) If any claim which Abridge is obligated to defend has occurred, or in Abridge’s determination is likely to occur, Abridge may, in its sole discretion and at its option and expense (a) obtain for Customer the right to use the Abridge Platform, (b) substitute a functionally similar, non-infringing replacement for the Abridge Platform, or (c) modify the Abridge Platform to make it non-infringing and functionally similar. If Abridge reasonably determines that none of the foregoing options is practicable, Abridge shall have the right to require that Customer work with Abridge in good faith to effect an orderly and prompt termination of this Agreement in a manner that minimizes the adverse effect on the parties and refund to Customer any prepaid amounts attributable the period of time between the date Customer was unable to use the Abridge Platform due to such claim and the remaining days in the applicable Term.
- (c) Notwithstanding anything to the contrary in this Agreement, the foregoing obligations shall not apply with respect to a claim of infringement if such claim arises out of (i) Customer Data, (ii) use of the Abridge Platform in combination with any software, hardware, network or system not supplied by Abridge where the alleged infringement relates to such combination, (iii) any modification or alteration of the Abridge Platform other than by Abridge, (iv) Customer’s continued use of the Abridge Platform after the parties have effected an orderly termination pursuant to Section 12.1(b) above, (v) Customer’s violation of applicable law, rules or regulations, where such violation is the proximate cause of the claim, or (vi) any Customer System.
- (d) THE FOREGOING STATES THE ENTIRE LIABILITY OF ABRIDGE AND CUSTOMER’S EXCLUSIVE REMEDY WITH RESPECT TO ANY THIRD-PARTY CLAIM FOR THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS BY THE ABRIDGE PLATFORM OR OTHERWISE.

11.2 Customer Indemnity. Customer shall defend Abridge and its Affiliates, licensors and their respective officers, directors and employees (“**Abridge Indemnified Parties**”) from and against any and all Third-Party Claims which arise out of or relate to (a) a claim or threat that the Customer Data or Customer System (and the exercise by Abridge of the rights granted herein with respect thereto) infringes, misappropriates or violates any third party’s Intellectual Property Rights, (b) Customer’s use or alleged use of the Abridge Platform, (c) the occurrence of any excluded infringement claim described in Section 11.1(c) above, or (d) Customer’s failure to comply with applicable legal and regulatory requirements for Abridge to collect, transmit and deliver the Abridge Platform using Encounter Data.

Customer shall pay all damages, costs and expenses, including attorneys’ fees and costs (whether by settlement

or award of by a final judicial judgment) paid to the Third Party bringing any such Third-Party Claim. Customer's obligations under this Section 11.2 are conditioned upon (x) Customer being promptly notified in writing of any claim under this Section 11.2, (y) Customer having the sole and exclusive right to control the defense and settlement of the claim, except that any settlement of a claim shall not subject Abridge to any additional obligations beyond those already set forth in this Agreement without Abridge's consent, and (z) Abridge providing all reasonable assistance (at Customer's expense and reasonable request) in the defense of such claim. In no event shall Abridge settle any claim without Customer's prior written approval. Abridge may, at its own expense, engage separate counsel to advise it regarding a Third-Party Claim and to participate in the defense of the claim, subject to Customer's right to control the defense and settlement.

12. CONFIDENTIALITY.

12.1 Confidential Information. "Confidential Information" means any and all non-public technical and non-technical information disclosed by one party (the "Disclosing Party") to the other party (the "Receiving Party") in any form or medium, whether oral, written, graphical or electronic, pursuant to this Agreement, that is marked confidential and proprietary, or that the Disclosing Party identifies as confidential and proprietary, or that by the nature of the circumstances surrounding the disclosure or receipt ought to be treated as confidential and proprietary information, including but not limited to: (a) techniques, sketches, drawings, models, inventions (whether or not patented or patentable), know-how, processes, apparatus, formulae, equipment, algorithms, software programs, software source documents, APIs, and other creative works (whether or not copyrighted or copyrightable); (b) information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, customer lists, business forecasts, sales and marketing plans; (c) proprietary or confidential information of any third party who may disclose such information to the Disclosing Party in the course of the Disclosing Party's business; and (d) the terms of this Agreement and any SOW.

12.2 Non-Disclosure. Each party acknowledges that in the course of the performance of this Agreement, it may obtain the Confidential Information of the other party. The Receiving Party shall, at all times, keep in confidence all of the Disclosing Party's Confidential Information received by it under this Agreement. The Receiving Party shall not use the Confidential Information of the Disclosing Party other than as necessary to fulfill the Receiving Party's obligations or to exercise the Receiving Party's rights under this Agreement. Each party agrees to secure and protect the other party's Confidential Information with the same degree of care and in a manner consistent with the maintenance of such party's own Confidential Information (but in no event less than reasonable care), and to take appropriate action by agreement with its employees, Affiliates or other agents who are permitted access to the other party's Confidential Information to satisfy its obligations under this Section 13. The Receiving Party shall not disclose Confidential Information of the Disclosing Party to any person or entity other than its officers, employees, Affiliates and agents who need access to such Confidential Information in order to effect the intent of this Agreement and who are subject to confidentiality obligations at least as protective of the parties as the obligations set forth in this Agreement.

12.3 Exceptions to Confidential Information. The obligations set forth in Section 13.2 above shall not apply to the extent that Confidential Information includes information which: (a) was known by the Receiving Party prior to receipt from the Disclosing Party either itself or through receipt directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (b) was independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information and without any violation of this Agreement; or (c) becomes publicly known or otherwise ceases to be secret or confidential, except as a result of a breach of this Agreement or any obligation of confidentiality by the Receiving Party. Nothing in this Agreement shall prevent the Receiving Party from disclosing Confidential Information to the extent the Receiving Party is legally compelled to do so by any governmental investigative or judicial agency pursuant to proceedings over which such agency has jurisdiction or court order; provided, however, that prior to any such disclosure, the Receiving Party shall (x) assert the confidential nature of the Confidential Information to the agency or by way of legal process; (y) immediately notify the Disclosing Party in writing of the agency or court order or request to disclose; and (z) cooperate fully with the Disclosing Party in protecting against any such disclosure and in obtaining a protective order narrowing the scope of the compelled disclosure and protecting its confidentiality.

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12.4 Injunctive Relief. The Parties agree that any unauthorized disclosure of Confidential Information or violation of the Restrictive Covenants provision may cause immediate and irreparable injury to the Disclosing Party and that, in the event of such breach, the Receiving Party will be entitled, in addition to any other available remedies, to seek immediate injunctive and other equitable relief, without bond and without the necessity of showing actual monetary damages.

13. OWNERSHIP RIGHTS.

13.1 Abridge Platform. As between Abridge and Customer, all right, title and interest in and to the Abridge Platform, Documentation, Abridge Content, Abridge Confidential Information and any other Abridge materials furnished or made available hereunder, and all derivatives, updates, upgrades, modifications and enhancements thereof, and all suggestions, ideas and feedback proposed by Customer that pertain to the Abridge Platform, including all copyright rights, patent rights and other Intellectual Property Rights in each of the foregoing, are exclusively owned by and are retained solely by Abridge or its licensors and providers, as applicable. Customer hereby does and will irrevocably assign to Abridge all evaluations, ideas, feedback and suggestions made by Customer and its Users to Abridge that pertain solely to the Abridge Platform (collectively, “**Feedback**”) and all Intellectual Property Rights in the Feedback. Abridge shall retain all right, title, and interest to all maintenance releases, customization, updates, upgrades and workarounds, which may be provided to Customer for its internal use in accordance with the terms of this Agreement.

13.2 Customer Data. As between Abridge and Customer, all right, title and interest in (a) the Customer Data, (b) the Normalized Data (as defined below), and (c) all Intellectual Property Rights in each of the foregoing, are exclusively owned by and are retained solely by Customer. Customer hereby grants to Abridge a limited, non-exclusive, royalty- free, worldwide license to use the Customer Data and to perform all acts with respect to the Customer Data as may be necessary for Abridge to provide the Services to Customer or, in the case of information specific to an applicable individual User or Patient, as such individual User or Patient may request solely in the context of the applicable individual’s healthcare needs and not for commercial use or resale. To the extent that receipt of the Customer Data requires Abridge to utilize any Account information, Customer shall be responsible for obtaining and providing relevant Account information. Customer and not Abridge is responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of Customer Data that Abridge receives from or on behalf of Customer. For avoidance of doubt, access to and use of the Customer Data by Abridge shall be in accordance with this Agreement, the Platform Privacy Statement, the BAA, and any applicable laws, rules and regulations.

13.3 Normalized Data. Notwithstanding anything to the contrary herein, subject to applicable laws, Abridge may normalize PHI that it receives as part of Customer Data in connection with this Agreement (such normalized PHI referred as to “Normalized Data” and this process referred to as “Normalization”). Normalization shall entail (1) de-identification of Customer Data such that Normalized Data are not individually identifiable information as provided in 45 C.F.R. § 164.514, as amended, (2) stripping Normalized Data of any metadata or other express indicators noting the identity of the Customer or the source of the Normalized Data, (3) aggregating Normalized Data with Normalized Data generated from other sources. Customer grants Abridge a nonexclusive, worldwide, paid-up, royalty-free, perpetual right and license to such Normalized Data, together with any compilations, abstracts, summaries, studies or other information derived by Abridge therefrom, to create derivative works of the Normalized Data and to use, copy, process, analyze, execute, reproduce, display, perform, transfer, distribute, and sublicense the Normalized Data to troubleshoot, improve, and extend the Services. Subject to Customer’s sole continuing ownership of Customer Data and Normalized Data, Abridge shall own all products, solutions and services that it creates using such Normalized Data (including but not limited to any derivative works of the Normalized Data), and all of the Intellectual Property Rights embodied in and related to such products, solutions and services. Further, Customer shall not be entitled to any revenue, royalties, or other compensation for Abridge’s own use or disclosure of the Normalized Data in accordance with the license set forth above in this Section 14.3. The rights to, and continued use of, the Normalized Data survives the termination of this Agreement.

13.4 Abridge Data. Notwithstanding anything else in this Agreement or otherwise, Abridge may use, analyze, reformat, process and derive data and information related to Customer’s use of the Abridge Platform, and use such data and information, and derivatives therefrom, in an aggregate, de-identified, anonymous or pseudo-anonymized manner, including but not limited to compiling statistical and performance information related to the provision and operation of the Abridge Platform (collectively, the “**Abridge Data**”). The Abridge Data shall be owned by Abridge and use thereof will be in compliance with this Agreement, all applicable laws and the BAA.

14. LIMITATION OF LIABILITY. NEITHER CUSTOMER NOR ABRIDGE NOR ABRIDGE'S LICENSORS OR SUPPLIERS SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY DAMAGES FOR LOST DATA, BUSINESS INTERRUPTION, LOST PROFITS, LOST REVENUE OR LOST BUSINESS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF CUSTOMER, ABRIDGE, OR ABRIDGE'S LICENSORS OR SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ABRIDGE WILL NOT BE LIABLE FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES. NEITHER ABRIDGE NOR ITS LICENSORS OR SUPPLIERS SHALL BE LIABLE UNDER THIS AGREEMENT FOR DAMAGES IN THE CUMULATIVE, AGGREGATE AMOUNT GREATER THAN THE AMOUNTS PAID BY CUSTOMER TO ABRIDGE UNDER THIS AGREEMENT DURING THE PERIOD OF TWELVE (12) MONTHS PRECEDING THE DATE ON WHICH THE CLAIM FIRST AROSE. EACH PARTY ACKNOWLEDGES THAT THIS SECTION 15 SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND SHALL APPLY EVEN IF AN EXCLUSIVE OR LIMITED REMEDY STATED HEREIN FAILS OF ITS ESSENTIAL PURPOSE WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. THIS SECTION 15 SHALL NOT APPLY TO A PARTY'S OBLIGATIONS SET FORTH IN SECTION 13 (CONFIDENTIALITY)..

15. TERM AND TERMINATION.

15.1 Term. This Agreement commences on the Effective Date and shall be in effect so long as an applicable SOW or Order Form is executed and in effect between the Customer and Abridge ("Term"). This Agreement shall terminate with the expiration or termination of the last SOW or Order Form between the parties.

15.2 Termination. A party may terminate this Agreement upon written notice to the other party in the event the other party (a) commits a material breach of any provision of this Agreement and does not remedy such breach within thirty (30) days after receipt of notice from the other party or such other period as the parties may agree, including, but not limited to, Customer's failure to timely pay Fees to Abridge, or (b) files a petition for bankruptcy or has a petition for bankruptcy filed against it that is not dismissed within sixty (60) days after filing or admits its inability to pay its debts as they mature, makes an assignment for the benefit of its creditors or ceases to function as a going concern or to conduct its operations in the normal course of business and such termination shall occur immediately upon notice (collectively, "**Bankruptcy Event**").

15.3 Effect of Termination. Upon expiration or termination of this Agreement, (a) Customer's use of and access to the Abridge Platform and Abridge's performance of all Support Services shall cease; (b) all SOWs and the BAA shall terminate; and (c) all fees and other amounts owed to Abridge shall be immediately due and payable by Customer. In addition, within ten (10) days of the effective date of termination each Receiving Party shall: (a) return to the Disclosing Party, or at the Disclosing Party's option, the Receiving Party shall destroy, all items of Confidential Information then in the Receiving Party's possession or control, including any copies, extracts or portions thereof, and (b) upon request shall certify in writing to Disclosing Party that it has complied with the foregoing. Further, upon termination, Customer will have thirty (30) days from the date of termination to request in writing the audio portion of the Encounter Data collected in connection with the Abridge Platform on behalf of Customer's Users up to thirty (30) days prior to the date of termination; thereafter, such data will be destroyed.

15.4 Survival. This Section 15 and Sections 1, 3, 6, and 9 - 16 shall survive any termination or expiration of this Agreement.

16. MISCELLANEOUS.

16.1 Notices. All notices which any party to this Agreement may be required or may wish to give may be given by addressing them to the other party at the addresses set forth below (or at such other addresses as may be designated by written notices given in the manner designated herein) by (a) personal delivery, (b) sending such notices by commercial overnight courier with verification of actual receipt, (c) by email at the email address set forth below, effective (A) when the sender receives an automated message from the recipient confirming delivery or (B) on the next Business Day after the day sent, or (d) sending them by overnight delivery or registered or certified mail. If so sent or otherwise delivered, such notices shall be deemed and presumed to have been given on the earlier of the date of actual receipt or three (3) days after sending. All communications and notices to be made or given pursuant to this Agreement shall be in the English language.

16.2 Governing Law. This Agreement and the rights and obligations of the parties to and under this Agreement shall be governed by and construed under the laws of the State of California as applied to agreements entered into and to be performed in such State without giving effect to conflicts of laws rules or principles. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement.

16.3 Alternative Dispute Resolution; Binding Arbitration. This Agreement is considered a transaction in interstate commerce. As such, the Federal Arbitration Act (Title 9 of the US Code) governs the interpretation and enforcement of this arbitration provision. The Parties knowingly and voluntarily waive the right to bring an action in court and their respective rights to a jury trial to decide any disputes relating to or arising out of this Agreement, where the amount in controversy exceeds \$25,000.00 (Twenty-five Thousand and 00/100). Therefore, except for an action solely seeking injunctive or equitable relief, any issue, dispute, controversy, or claim arising out of or relating to this Agreement exceeding such amount shall, without limitation, be substantively and procedurally governed by the Federal Arbitration Act (FAA). To the extent state law is applicable under the FAA, the law of the state shall apply. References to state law shall not be construed as a waiver of any rights under the FAA. The parties further agree to delegate all issues including issues concerning the validity or enforcement of this arbitration provision, or whether it applies to a specific issue, claim, of this provision, the arbitrability of any issue, dispute, controversy or claim, or the waiver of a right by either party, shall be determined by the arbitrator. The arbitration shall be by a single arbitrator. Judgment on the award rendered by the arbitrator may be entered in and enforced by any court having jurisdiction as outlined herein.

16.4 Publicity. Subject to Customer's prior written consent, Abridge may reference and use Customer's name and disclose the nature of the Services provided hereunder in each case in Abridge's business development and marketing efforts, including without limitation on its website.

16.5 Non-Solicitation. Customer agrees that during the Term and continuing for a period of one (1) year following any expiration or termination of this Agreement the Customer shall not directly solicit for employment the employees or contractors of the other party without Abridge's prior written consent (provided, however, that the foregoing prohibition shall not preclude the solicitation by a party of any individual who responds to a general solicitation or advertisement, whether in print or electronic form, only job postings and social networking sites).

16.6 Export Control. Customer acknowledges and agrees that the Services shall not be used, and none of the underlying information, software, or technology may be transferred or otherwise exported or re-exported to countries as to which the United States maintains an embargo (collectively, "**Embargoed Countries**"), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders (collectively, "**Designated Nationals**"). The lists of Embargoed Countries and Designated Nationals are subject to change without notice. By using the Abridge Platform, Customer represents and warrants that it is not located in, under the control of, or a national or resident of an Embargoed Country or Designated National. Abridge Platform may use encryption technology that is subject to licensing requirements under the U.S. Export Administration Regulations, 15 C.F.R. Parts 730-774 and Council Regulation (EC) No. 1334/2000. Customer agrees to comply strictly with all applicable export laws and assume sole responsibility for obtaining licenses to export or re-export as may be required. Abridge and its licensors make no representation that the Abridge Platform is appropriate or available for use in other locations.

16.7 Anti-Corruption. Customer has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of Abridge in connection with this Agreement. If Customer learns of any violation of the above restriction, it will use reasonable efforts to promptly notify Abridge. Customer represents and warrants to Abridge that none of (a) Customer and its Affiliates, (b) each person or entity owning an interest in any of them nor (c) their respective personnel are (x) currently identified on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control, U.S. Department of the Treasury ("**OFAC**") nor on any other similar list maintained by OFAC pursuant to any authorizing statute, executive order or regulation, and (y) a person or entity with whom a citizen of the United States is prohibited to engage in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or Executive Order of the President of the United States.

16.8 Waiver. No term or provision of this Agreement shall be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether express or implied, shall constitute consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.

16.9 Severability. If any provision of this Agreement is held invalid or unenforceable for any reason, the remainder of the provision shall be amended to achieve as closely as possible the economic effect of the original term and all other provisions shall continue in full force and effect.

16.10 Assignment. Neither party may assign this Agreement or any rights hereunder, whether by assignment, transfer or otherwise, without the prior written consent of the other party in each instance. Notwithstanding the foregoing, either party may assign the Agreement without such consent (i) to any Affiliate, (ii) to any successor by way of merger, consolidation or other corporate reorganization of such party or (iii) in connection with the sale of all or substantially all of the assets of such party, or to an entity that assumes, by sale, license or otherwise, the business activities that are the subject of this Agreement, provided that such subsidiary or parent company or successor assumes or is otherwise fully bound by all of the obligations of the assigning party under the Agreement.

16.11 Relationship of the Parties. Each party is an independent contractor of the other party and there is no relationship of agency, partnership, joint venture, employment, or franchise between the parties. Neither party has the authority to bind the other or to incur any obligation on its behalf.

16.12 Attorneys' Fees. In any action to enforce this Agreement, the prevailing party shall be awarded all court costs and reasonable attorneys' fees incurred, including such costs and attorneys' fees incurred in enforcing and collecting any judgment.

16.13 Force Majeure. Except for any payment obligations pursuant to this Agreement, neither party shall be liable for any failure or delay in performance under this Agreement due to fire, explosion, earthquake, storm, flood, pandemic or weather, unavailability of necessary utilities or raw materials, Internet service provider failures or delays, or denial of service attacks, war, civil unrest, acts of terror, insurrection, riot, acts of Nature or the public enemy, strikes or other labor problems, any law, act, order, proclamation, decree, regulation, ordinance, or instructions of government or other public authorities, or judgment or decree of a court of competent jurisdiction (not arising out of breach by such party of this Agreement), or any other event beyond the reasonable control of the party whose performance is to be excused (a "**Force Majeure Event**"). If a Force Majeure Event causes a material failure in the performance by a party of more thirty (30) days, the other party shall have a right to terminate this Agreement in connection with such Force Majeure Event.

16.14 Entire Agreement. This Agreement, including all exhibits hereto and any applicable SOW, and other documents hereunder, together with the BAA, constitute the entire agreement between the parties relating to this subject matter and supersedes all prior or simultaneous understandings, representations, discussions, negotiations, and agreements, whether written or oral.

16.15 Order of Precedence. To the extent any term or provision of an applicable SOW conflicts with this Agreement, the SOW shall control. Except as otherwise outlined herein, to the extent any term or provision of the BAA conflicts with this Agreement, the BAA shall control. If an SOW is terminated, this Agreement shall remain in full force and effect unless otherwise agreed upon by the parties.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have signed this Abridge Master Services Agreement as of the Effective Date.

ABRIDGE AI INC.

**SALINAS VALLEY MEMORIAL
HEALTHCARE SYSTEM:**

Signature:  _____

Signature: Allen Radner
Allen Radner (Jul 25, 2024 19:15 PDT) _____

Print Name: _____

Print Name: Allen Radner, MD

Print Title: _____

Print Title: President/CEO

Notice Address: _____

Notice Address: Salinas Valley Health
450 E. Romie Lane
Salinas, CA 93901
Attention: Office of the President/CEO

Attention: _____

Email Address: _____

Email Address: _____

EXHIBIT A

ABRIDGE



Enterprise Platform Privacy Statement

EXHIBIT A

This **Privacy Statement** describes the privacy practices of Abridge AI, Inc. (“**we**”, “**us**”, or “**our**”) and how we handle personal information that we process as a service provider, processor, or business associate on behalf of our health care provider customers in connection with our enterprise platform (the “**Service**” or “**Services**”).

Our processing of personal information in connection with the Services is governed by this Privacy Statement and our agreements (including business associate agreements) with each enterprise customer. In the event of any conflict between this Privacy Statement and the corresponding customer agreement, the customer agreement will control to the extent permitted by applicable law.

Please note that some of the information we process (e.g., patient information) constitutes protected health information (“**PHI**”) governed by the Health Insurance Portability and Accountability Act (“**HIPAA**”). Individuals may receive a separate HIPAA privacy notice from their health care provider (“**Notice of Privacy Practices**”), which will govern the collection, use, and disclosure of PHI. To the extent there are inconsistencies between the Notice of Privacy Practices and this Privacy Statement, the Notice of Privacy Practices will govern.

1. **PERSONAL INFORMATION COLLECTION**

The information we collect may belong to our enterprise customers' patients, clinicians, or other authorized users (collectively “end users”), and may include:

Information enterprise customers or their end users provide to us:

- **Contact and account information**, such as first and last name, email address, mailing address, phone number, professional title, company or organization, username, password, and single sign-on information.
- **Identification numbers**, such as employee, health record, and clinician IDs that end users submit to the Services.
- **Conversations and health information**, when clinicians record discussions with patients, which may contain patient health information. We collect the conversation's audio and use machine learning to process the audio into a readable transcript and summary for our enterprise customer's, the clinician's, and the patient's use.
- **Feedback or correspondence**, such as information provided when end users contact us with questions, feedback, or otherwise correspond with us.
- **Usage information**, such as information about how end users use the Services and interact with us, including information associated with any content uploaded to the Services or otherwise submitted, and information provided when end users use any interactive features of the Services.

- **Other information** that we may collect, which is not specifically listed here, but which we will use in accordance with this Privacy Statement or as otherwise disclosed at the time of collection.

Automatic data collection. We and our service providers may automatically log information about end users, their computer or mobile device, and their interaction over time with the Services, our communications, and other online services, such as:

- **Device data**, such as computer or mobile device operating system type and version, manufacturer and model, browser type, screen resolution, RAM and disk size, CPU usage, device type (e.g., phone, tablet), IP address, language settings, mobile device carrier, radio/network information (e.g., WiFi, LTE, 3G), and general location information such as city, state, or geographic area.
- **Online activity data**, such as pages or screens viewed, time spent on a page or screen, the website visited before browsing to the Services, navigation paths between pages or screens, information about activity on a page or screen, access times, and duration of access, and whether end users have opened our emails or clicked links within them.

We use the following tools for automatic data collection:

- **Cookies**, which are text files that websites store on a visitor's device to uniquely identify the visitor's browser or to store information or settings in the browser for the purpose of helping individuals navigate between pages efficiently, remembering preferences, enabling functionality, and helping us understand user activity and patterns.
- **Local storage technologies**, like HTML5, that provide cookie-equivalent functionality but can store larger amounts of data, including on a device outside of the browser in connection with specific applications.
- **Web beacons**, also known as pixel tags or clear GIFs, which are used to demonstrate that a webpage or email was accessed or opened, or that certain content was viewed or clicked.

2. **PERSONAL INFORMATION USE**

We use personal information for the following purposes:

To operate our Services:

- Provide our Services to our enterprise customers and their end users.
- Operate, maintain, secure, and improve our Services.
- Communicate with end users about our Services, including by sending announcements, updates, security alerts, and support and administrative messages.

- Personalize end users' experiences with our Services and our communications.
- Respond to requests, questions, and feedback.

Research and development. As part of these activities, we may create aggregated, de-identified or other anonymous data from personal information we collect. We may use this anonymous data and share it with third parties for our lawful business purposes, including to analyze and improve the Services.

Compliance and protection, including to:

Comply with applicable laws, lawful requests, and legal process, such as to respond to subpoenas or requests from government authorities.

Protect our, end users', customers', or others' rights, privacy, safety, or property (including by making and defending legal claims).

Audit our internal processes for compliance with legal and contractual requirements and internal policies.

Enforce the terms and conditions that govern our Services.

Prevent, identify, investigate, and deter fraudulent, harmful, unauthorized, unethical, or illegal activity, including cyberattacks and identity theft.

Privacy Standards or Security Standards, that any subcontractor conducting standard transactions on Business Associate's behalf will comply with the applicable EDI Standards.

3. **PERSONAL INFORMATION SHARING**

We may share personal information with:

- **Our enterprise customers,** to the extent the information pertains to the particular customer's end users.
- **Service providers.** Companies and individuals that provide services on our behalf or help us operate our Services or our business (such as hosting, information technology, customer support, email delivery, and website analytics services).
- **Professional advisors.** Professional advisors, such as lawyers, auditors, bankers, and insurers, where necessary in the course of the professional services that they render to us.
- **Authorities and others.** Law enforcement, government authorities, and private parties, as we believe in good faith to be necessary or appropriate for the compliance and protection purposes described above.
- **Business transferees.** Acquirers and other relevant participants in business transactions (or negotiations for such transactions) involving a corporate divestiture, merger, consolidation, acquisition, reorganization, sale, or other disposition of all or any portion of the business or

assets of, or equity interests in Abridge AI, Inc. (including, in connection with a bankruptcy or similar proceedings).

4. **LINKS TO OTHER SERVICES**

The Services may contain links to or integrations with other services not operated or controlled by us. The information shared with these third-party services will be governed by the specific privacy policies and terms of the third-party services and not by this Privacy Statement. By providing these links, we do not imply that we endorse or have reviewed these services. Please contact the third-party services directly for information on their privacy practices and policies.

5. **RETENTION**

We keep personal information for as long as reasonably necessary for the purposes described in this Privacy Statement, while we or our enterprise customers have a business need to do so, or as required by law (e.g., for tax, legal, accounting, or other purposes), whichever is longer.

6. **DATA SECURITY**

We employ a number of technical, organizational, and physical safeguards designed to protect the personal information we collect. However, no security measures are failsafe. Therefore, while we strive to protect the data we process, we cannot guarantee the security of personal information.

7. **CHANGES TO THIS PRIVACY STATEMENT**

We reserve the right to modify this Privacy Statement at any time. If we make material changes to this Privacy Statement, we will notify our enterprise customers by updating the date of this Privacy Statement and making it available to our customers, or as otherwise required by law.

8. **CONTACT US**

You can reach us by email at privacy@abridge.com or by post:

Abridge
Attn: Legal – Privacy
30 S 15th St Ste 1550
PMB 41901
Philadelphia, PA 19102

EXHIBIT B

BUSINESS ASSOCIATE CUSTOMER AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT (“BAA”) is made and entered into as of the last date signed below (“**Effective Date**”) between Abridge AI, Inc. (“**Business Associate**”) and Salinas Valley Memorial Healthcare District, a California local health care district, operating as Salinas Valley Health (“**Covered Entity**”). This BAA amends and is incorporated into the Services Agreement (as such may be amended from time to time, the “**Underlying Agreement**”), dated June 1, 2024, executed between Business Associate and Covered Entity. To the extent there are conflicts between the Underlying Agreement and this BAA, the BAA shall prevail. Business Associate and Covered Entity are referred to herein individually as “Party” and collectively as “Parties”.

RECITALS

A. Business Associate provides certain services for, or on behalf of, healthcare providers who are considered “**Covered Entities**” within the meaning of the Health Insurance Portability and Accountability Act of 1996 (as amended, the “**HIPAA Act**”), and the Privacy Standards and Security Standards and other rules and regulations promulgated thereunder, the Health Information Technology for Economic and Clinical Health Act (“**HITECH Act**”), and the rules and regulations promulgated thereunder (HIPAA Act, HITECH Act, the Privacy Standards, the Security Standards and such other rules and regulations, collectively, “**HIPAA**”).

B. Business Associate has contracted with Covered Entity to provide services, pursuant to the Underlying Agreement, which may require access to, collection or maintenance of, Use or Disclosure of, or other processing of Protected Health Information on the Covered Entity’s behalf under HIPAA.

C. The Parties desire to enter into this BAA in order to ensure compliance with the requirements of HIPAA. This BAA will apply only to the extent Business Associate is acting as a “Business Associate” of Covered Entity, and excluding all functions or activities of Business Associate that do not require under HIPAA a Business Associate Agreement.

In consideration of the foregoing, the mutual promises, and other consideration contained in the Underlying Agreement and contained herein, the receipt and sufficiency of which for this BAA is acknowledged by the Parties, the Parties agree as follows:

1. DEFINITIONS

Capitalized terms used but not otherwise defined in this BAA or the Underlying Agreement shall have the meaning assigned by HIPAA.

1.1. “**Applicable Law**” means the laws and regulations applicable to the processing of information pursuant to this BAA.

1.2. “**Breach**” has the same meaning as the term “breach” in 45 CFR § 164.402.

1.3. “**Business Associate**” has the same meaning as the term “business associate” in 45 CFR § 160.103.

1.4. “Business Associate Agreement” or “BAA” means an agreement satisfying HIPAA requirements for contracts with “business associates”, including 45 CFR § 164.504(e)(1).

1.5. “Covered Entity” has the same meaning as the term “covered entity” in 45 CFR § 160.103.

1.6. “Data Aggregation” has the same meaning as the term “data aggregation” in 45 CFR § 164.501.

1.7. “Designated Record Set” has the same meaning as the term “designated record set” in 45 CFR § 164.501.

1.8. “Disclose” or “Disclosure” has the same meaning as the term “Disclosure” in 45 CFR § 160.103.

1.9. “Electronic Protected Health Information” or “ePHI” has the same meaning as the term “electronic protected health information” in 45 CFR § 160.103, limited to the information created, received, maintained or transmitted by Business Associate for, or on behalf of, Covered Entity.

1.10. “Individual” has the same meaning as the term “individual” in 45 CFR § 160.103 and includes any person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

1.11. “Privacy Standards” means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E, as amended by the HITECH Act and as may otherwise be amended from time to time.

1.12. “Protected Health Information” or “PHI” has the same meaning as the term “protected health information” in 45 CFR § 160.103, limited to the information created, received, maintained, or transmitted by Business Associate for, or on behalf of, Covered Entity. As used in this BAA and where otherwise specified, Protected Health Information includes Electronic Protected Health Information.

1.13. “Required by Law” has the same meaning as the term “required by law” in 45 CFR § 164.103.

1.14. “Secretary” means the Secretary of the U.S. Department of Health and Human Services or his or her designee.

1.15. “Security Incident” has the same meaning as the term “security incident” in 45 CFR § 164.304.

1.16. “Security Standards” means the regulations found at 45 CFR Part 160 and Part 164, Subparts A and C, as amended by the HITECH Act and as may otherwise be amended from time to time.

1.17. “Unsecured Protected Health Information” has the same meaning as the term “unsecured protected health information” in 45 CFR § 164.402.

1.18. “Use” has the same meaning as the term “use” in 45 CFR § 160.103.

2. USE OR DISCLOSURE OF PROTECTED HEALTH INFORMATION

2.1. Permitted Uses or Disclosures. Pursuant to this BAA, Business Associate may only Use or Disclose Protected Health Information as necessary to perform its duties, obligations, and functions under the Underlying Agreement; as Required by Law; or as otherwise permitted by this BAA, or authorized by Covered Entity in writing, unless any such Use or Disclosure violates HIPAA or other Applicable Law. Business Associate will only Use and Disclose Protected Health Information if such Use or Disclosure complies with each applicable requirement of 45 CFR § 164.504(e) and would not otherwise violate the requirements of the Privacy Standards if done by Covered Entity.

2.2. Management & Administration. Business Associate may Use or Disclose Protected Health Information for its own proper management and administration or to carry out its legal responsibilities, provided that any such Disclosures are Required by Law or any third Party to which Business Associate Discloses Protected Health Information provides reasonable assurances that such Protected Health Information will be held confidentially and Used or further Disclosed only as Required by Law or for the purposes for which it was Disclosed to the third Party, and the third Party agrees to notify Business Associate immediately of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.

2.3. De-identification. Business Associate may de-identify Protected Health Information in accordance with the Privacy Standards, including 45 CFR § 164.514, and Use and Disclose such de-identified information as permitted by the Privacy Standards, or other Applicable Law, including 45 CFR § 164.506(c).

2.4. Data Aggregation. Business Associate may Use or Disclose Protected Health Information to perform Data Aggregation for the Health Care Operations of Covered Entity.

2.5. Minimum Necessary. Business Associate will use reasonable efforts to limit Uses of, Disclosures of, or Requests for, Protected Health Information to the minimum necessary to accomplish the intended purpose of such Use, Disclosure, or request, in accordance with the minimum necessary standards at 45 CFR § 164.502(b) and in any guidance issued by the Secretary.

2.6. Marketing, Sales, and Fundraising. Business Associate will not Sell Protected Health Information, or Disclose Protected Health for purposes of Marketing or Fundraising, unless expressly authorized by Covered Entity in writing and then only as permitted under HIPAA.

2.7. Electronic Data Interchange Standards. Business Associate will satisfy all applicable provisions of HIPAA “**Electronic Data Interchange Standards**” or “**EDI Standards**”, in accordance with 45 CFR Part 162. Business Associate will require, in writing or by contract where required under the Privacy Standards or Security Standards, that any subcontractor conducting standard transactions on Business Associate’s behalf will comply with the applicable EDI Standards.

3. ADDITIONAL OBLIGATIONS OF BUSINESS ASSOCIATE

3.1. Security Standards & Safeguards. Business Associate shall use and maintain appropriate administrative, physical, and technical safeguards, and comply with the applicable Security Standards with respect to any Electronic Protected Health Information it creates, receives, maintains, or transmits on behalf of Covered Entity, to prevent the Use or Disclosure of such

information other than as permitted by this BAA and to ensure the integrity and availability of such information.

3.2. Subcontractors and Agents. Business Associate will ensure that any “subcontractor” (within the meaning of 45 CFR § 160.103) or agent that creates, receives, maintains, transmits, or otherwise processes Protected Health Information on behalf of Business Associate agree in a writing compliant with 45 CFR § 164.504(e)(2) through (e)(4), that it will comply with no less restrictive restrictions and conditions that apply to Business Associate with respect to such information. Business Associate shall also ensure that any such “subcontractor” or agent that creates, receives, maintains or transmits Electronic Protected Health Information on behalf of Business Associate agrees to comply with the applicable requirements of the Security Standards with respect to such information.

3.3. Duty to Mitigate. Business Associate agrees to mitigate, to the extent practicable, any harmful effect known to Business Associate of a Use or Disclosure, or Breach, of Protected Health Information by Business Associate, not authorized or otherwise in violation of the applicable Privacy Standards or Security Standards, or this BAA.

3.4. Books and Records. Business Associate will make its internal practices, books, and records relating to its Use and Disclosure of Protected Health Information on behalf of Covered Entity available to the Secretary for the purposes of determining the Parties’ compliance with HIPAA. Where legally permissible and reasonable, prior to responding to a request received by Business Associate from the Secretary subject this Section, Business Associate will provide notice to Covered Entity of the Secretary’s request. Notwithstanding the above, no attorney-client or other legal privilege will be deemed waived by the Parties by virtue of this provision.

3.5. Access Requests. If Business Associate maintains Protected Health Information in a Designated Record Set, Business Associate will provide in a prompt and reasonable way to Covered Entity, or, as directed by Covered Entity, to an Individual (or Individual’s designee), access to such information at reasonable times, if requested by Covered Entity, in accordance with the requirements under 45 CFR § 164.524.

3.6. Amendment Requests. At the request of Covered Entity or an Individual (or Individual’s designee), Business Associate will make in a prompt and reasonable way any amendment(s) to Protected Health Information in a Designated Record Set, if applicable, agreed to by Covered Entity, pursuant to 45 CFR § 164.526, within fifteen (15) business days after such request.

3.7. Accounting Requests. Except for disclosures excluded from the accounting obligations under HIPAA, Business Associate agrees to document and make available to Covered Entity, or as directed by Covered Entity, to an Individual (or Individual’s designee), information relating to Disclosures made by Business Associate of Protected Health Information as would be required for Covered Entity to satisfy its obligations under 45 CFR § 164.528 and Section 13405(c) of the HITECH ACT, and any regulations issued pursuant thereto. The information provided by Business Associate under this Section will cover a period for up to six (6) years preceding the request for the information, except that the Business Associate need not have any information for disclosures occurring before the effective date of this BAA, or with respect to Disclosures required

by HITECH, the effective date of the HITECH regulations. This Section will survive termination of this BAA.

3.8. Restriction Requests. Business Associate will reasonably comply with any technically feasible communicated restrictions in the Use and Disclosure of Protected Health Information to which Covered Entity has agreed pursuant to 45 CFR § 164.522, and will further comply with any Individual's request for restrictions on Protected Health Information Disclosures that Covered Entity or Business Associate is Required by Law to honor, including without limitation, requests for restrictions on disclosures to a health plan if the Disclosure is for payment or health care operations and pertains solely to a health care item or service for which the Individual has paid his or her health care provider out of pocket in full, unless such Disclosure is otherwise Required by Law.

3.9. Request Administration. For a request made to Business Associate subject to Sections of 3.5-3.8 of this BAA, Business Associate will notify Covered Entity of the Request within five (5) business days after receiving the request from an Individual, and Covered Entity will determine whether to grant or deny such requests.

3.10. Performance of Covered Entity Obligations. To the extent Business Associate is to carry out any obligation of Covered Entity pursuant to this BAA, or the Underlying Agreement, Business Associate will comply with the same Privacy Standard requirements that apply to Covered Entity in its performance of such obligation.

4. REPORTING

4.1. Duty to Report. If Business Associate becomes aware of any Use or Disclosure of Protected Health Information in violation of this BAA, Business Associate will, within twenty (20) calendar days after becoming aware, report such information in writing to Covered Entity.

4.2. Breach Reporting. If Business Associate becomes aware of any known or reasonably suspected Breach of Unsecured Protected Health Information, Business Associate will report to Covered Entity without unreasonable delay, but in no event more than twenty (20) business days after becoming aware of the Breach, if and to the extent known at the time of reporting: a description of the breach, including the occurrence date and circumstances surrounding discovery, and all such other information Covered Entity may request of Business Associate in order for Covered Entity to meet its obligations under 45 CFR Part 164, Subpart D, or other applicable state breach notification laws.

4.3. Security Incidents. Business Associate agrees to implement and maintain reasonable systems for the discovery and prompt reporting of Security Incidents. Business Associate will report to Covered Entity any Security Incident of which it becomes aware, within twenty (20) business days of discovery of the Security Incident.

The Parties acknowledge that Business Associate may, from time to time, experience trivial and “**Unsuccessful Security Incidents**”, which shall mean (for purposes of this BAA) pings and other broadcast attacks on firewalls, port scans, unsuccessful log-on attempts, denials of service, or any combination of the above, where regardless of the means used no unauthorized access, Use, or Disclosure of Electronic Protected Health Information occurs. This BAA will be sufficient notice of such trivial and Unsuccessful Security Incidents, and no further notice of the same will be

required. Business Associate will mitigate, to the extent practicable, any harmful effect that is known to Business Associate of any such Security Incident(s).

5. TERM & TERMINATION

5.1. Term. This BAA will become effective as of the Effective Date and, unless otherwise terminated as provided herein, will expire when the Underlying Arrangement expires or terminates and all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity. In the event it is infeasible to return or destroy the Protected Health Information, protections are extended to such information, in accordance with the termination provisions in Section 5.4 below.

5.2. Termination due to Breach. Either Party, upon discovering the other Party has materially breached its obligations under this BAA, may terminate the BAA, effective immediately, provided that the breaching Party has failed to cure such breach within thirty (30) days of being notified by the other Party of the breach.

5.3. Effect of Termination. Upon termination of this BAA for any reason, Business Associate will, within thirty (30) business days after the effective date of the termination, return or destroy, as directed by Covered Entity, all Protected Health Information received from Covered Entity, or collected or created by Business Associate on behalf of Covered Entity, and shall not retain any copies thereof. If such return or destruction is not feasible, Business Associate will extend the protections of this BAA to such Protected Health Information and will limit further Uses and Disclosures of such information to those purposes which make the return or destruction of such information infeasible. For purposes of this BAA, de-identified information does not constitute Protected Health Information and is not subject to return or destruction under this Section.

6. INDEMNIFICATION & LIMITATIONS OF LIABILITY

6.1 LIMITS OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, BUSINESS ASSOCIATE'S TOTAL LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT FOR ANY CLAIMS OF ANY NATURE WILL NOT EXCEED THE AMOUNT OF FEES RECEIVED BY BUSINESS ASSOCIATE PURSUANT TO THE UNDERLYING AGREEMENT DURING THE PRECEDING 12-MONTH PERIOD. IN NO EVENT WILL BUSINESS ASSOCIATE BE LIABLE FOR ANY INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE BREACH THEREOF, INCLUDING LOST PROFITS, LOST DATA, BUSINESS INTERRUPTION OR OTHER ECONOMIC LOSS. THE LIMITATION OF LIABILITY SET FORTH IN THIS SECTION 6.1 WILL APPLY EVEN IF BUSINESS ASSOCIATE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS SECTION 6.1 SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

6.2 Indemnification. Each party ("Indemnifying Party") shall, to the full extent permitted by law, indemnify and hold harmless the other party and its directors, officers and employees from and against any and all losses, out-of-pocket costs, claims, penalties, fines, or liabilities in association with third-party claims from or related to the acts or omissions of the

Indemnifying Party or its employees, directors, or agents, related to the performance or nonperformance of this BAA or a breach of HIPAA requirements. In the event the other Party does not accept a legitimate offer of settlement, the Indemnifying Party shall be responsible for such liability; damages, out-of-pocket costs and expenses in the amount contained in the offer, in a subsequent settlement, to the amount ultimately awarded by a court or tribunal whichever is less. This indemnification provision shall survive termination of this BAA and/or the Agreement for any reason.

7. MISCELLANEOUS

7.1. Entire Agreement. This BAA and the Underlying Arrangement (and the exhibits and schedules thereto) constitute the complete agreement between the Parties relating to the matters specified in this BAA, and supersedes all prior representations or agreements, whether oral or written, with respect to such matters. This BAA is for the benefit of, and will be binding upon the Parties, their Affiliates and respective successors and assigns.

7.2. Severability. Any provision of this BAA that is determined to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of this BAA or affecting the validity or enforceability of such remaining provisions.

7.3. Conflicts. In the event of any conflict between the terms of this BAA and the terms of the Underlying Arrangement or any such later agreement(s), the terms of this BAA will control unless the terms of such Underlying Arrangement are more strict with respect to Protected Health Information and comply with HIPAA, or the Parties specifically otherwise agree in writing.

7.4. Amendment. To be effective, any amendment or modification of this BAA must be in writing and signed by or on behalf of each of the Parties hereto. Such amendment, alteration or change will in no way affect the other terms and conditions of this BAA, which in all other respects will remain in full force and effect in accordance with its terms.

7.5. Changes to HIPAA. If after the Effective Date of this BAA, should HIPAA or the rules and regulations promulgated thereunder be amended, or, in the opinion of the respective counsel to the Parties, be interpreted to require changes in the obligations of the Parties under this BAA, the Parties agree to promptly confer and negotiate in good faith amendments to this BAA, limited to changes reasonably necessary for compliance with HIPAA, Applicable Law, and, as nearly as possible, the intent of the Parties as expressed herein and the economic arrangements and positions of the Parties hereunder, per the BAA and the Underlying Agreement. If the Parties are unable to resolve the matter through good faith negotiations within sixty (60) calendar days thereafter, then either Party may initiate the dispute resolution procedures set forth in Section 7.13. Any ambiguity in this BAA shall be resolved to permit the Parties to comply with HIPAA and other Applicable Law.

7.6. Waiver; Consents. No consent or waiver, express or implied, by either Party hereto or of any breach or default by the other Party in the performance by the other of its obligations hereunder will be valid unless provided in a writing signed by the Party to be charged thereby, and no such consent or waiver will be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other Party of the same or any other obligations of such Party hereunder. Failure of either Party to complain of any act, or failure to act, of the other

Party, or to declare the other Party in default, regardless of how long such failure continues, will not constitute a waiver by such Party of its rights hereunder. The granting of any consent or approval in any other instance by or on behalf of any Party will not be construed to waive or limit the need for such consent in any other or subsequent instance.

7.7. Assignability; Binding Effect. Neither this BAA nor any interest herein may be assigned in whole or in part by either Party without obtaining the prior written consent of the other Party; provided, however, that Business Associate may assign, delegate, transfer or convey its rights, benefits and/or obligations hereunder (whether by merger, consolidation, operation or otherwise) to a parent, subsidiary or Affiliate thereof or to an entity into which Business Associate is merged or with which Business Associate is consolidated or to a purchaser of all or substantially all of its assets or capital stock or as part of a corporate reorganization, and Business Associate may collaterally assign its rights and benefits hereunder to any lender, for security purposes or as collateral, from which Business Associate or its affiliate obtains financing. The provisions of this BAA will be binding upon and will inure to the benefit of the Parties' successors and permitted assigns, respectively, but this provision will not constitute a consent by either Party to assignment by the other Party otherwise prohibited by the preceding sentence.

7.8. Headings; Interpretation. The headings of the Sections and Articles of this BAA are inserted for convenience of reference only and shall not in any manner affect the construction or meaning of anything herein contained or govern the rights or liabilities of the Parties hereto. The terms "include" and "including" will be deemed to be followed by the words "without limitation." Each Party has read this BAA in full, has had the opportunity for independent review by its legal and other counsel, and has had opportunity to consult with and be advised by such counsel, and the terms and conditions contained herein have been arrived at by arm's length negotiations between the Parties. The Parties intend that rules of interpretation or construction of contracts that would construe any ambiguity herein against the draftsman, by virtue of being the draftsman, will not apply.

7.9 Notices.

7.9.1. Deference to Underlying Agreement. All notices and other communications required or permitted under this BAA must be in writing and shall be done in accordance with the treatment of notices in the Underlying Agreement.

7.9.2. Alternative. Should the Underlying Agreement not sufficiently specify notice instructions, pursuant to 7.9.1., the following alternative terms shall apply:

All notices, requests, demands, claims and other communications required or permitted under this BAA, must be in writing and will be deemed effectively given if and when: (i) delivered personally to the recipient (in which case, it will be effective upon delivery); (ii) by facsimile or email during normal business hours (in which case, it will be effective upon receipt of confirmation of good transmission); or (iii) by overnight delivery by a nationally recognized courier service (in which case, it will be effective on the business day after being deposited with such courier service).

If submitting to COVERED ENTITY:

Can mail, send by fax, or email to: Salinas Valley Health

Office of the President/CEO
450 E. Romie Lane
Salinas, CA 93901

If submitting to BUSINESS ASSOCIATE:

Can mail, send by fax, or email to: Abridge AI Inc.
Attn: Legal
500 Grant St. Suite 2900
Pittsburgh, PA 15219 Abridge AI Inc.

with a copy emailed to: legal@abridge.com.

Each Party may change its address or any portion thereof for purposes of this Section 7 by giving notice to the other Party as provided above, but such notice of change in address will be effective only upon actual receipt by the other Party.

7.10. Counterparts. This BAA may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. In making proof with respect to this BAA, it will be necessary to produce only one copy hereof signed by the Party to be charged. The Parties may deliver executed counterpart signature pages to this BAA by facsimile transmission, by electronic mail in .pdf form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, and such delivery will have the same effect as physical delivery of the paper document bearing an original signature.

7.11. No Third Party Beneficiaries. Except as otherwise provided herein or in the Underlying Arrangement, no third party will be considered a third-party beneficiary under this BAA, nor will any third party have any rights as a result of this BAA.

7.12. Governing Law; Venue. This BAA will be governed and construed in accordance with the laws of the State of California to the fullest extent permitted by law without regard to the application of conflict of laws rules.

7.13 Independent Contractor Status. For the purposes of this BAA, Business Associate is an independent contractor of Covered Entity, and shall not be considered an agent of Covered Entity.

7.14. Dispute Resolution. This Agreement is considered a transaction in interstate commerce. As such, the Federal Arbitration Act (Title 9 of the US Code) governs the interpretation and enforcement of this arbitration provision. The Parties knowingly and voluntarily waive the right to bring an action in court and their respective rights to a jury trial to decide any disputes relating to or arising out of this Agreement, where the amount in controversy exceeds \$25,000.00 (Twenty-five Thousand and 00/100). Therefore, except for an action solely seeking injunctive or equitable relief, any issue, dispute, controversy, or claim arising out of or relating to this Agreement exceeding such amount shall, without limitation, be substantively and procedurally governed by the Federal Arbitration Act (FAA). To the extent state law is applicable under the FAA, the law of the state shall apply. References to state law shall not be construed as a waiver of any rights under the FAA. The parties further agree to delegate all issues including issues concerning the validity or enforcement of this arbitration provision, or whether it applies to a

specific issue, claim, of this provision, the arbitrability of any issue, dispute, controversy or claim, or the waiver of a right by either party, shall be determined by the arbitrator. The arbitration shall be by a single arbitrator. Judgment on the award rendered by the arbitrator may be entered in and enforced by any court having jurisdiction as outlined herein.

The Parties have executed and entered into this BAA as of the Effective Date.

COVERED ENTITY

SALINAS VALLEY MEMORIAL HEALTHCARE SYSTEM

SIGNATURE: Allen Radner
Allen Radner (Jul 25, 2024 19:15 PDT)

PRINTED NAME: Allen Radner, MD

ROLE: President/CEO

DATE: _____

BUSINESS ASSOCIATE

Abridge AI, Inc.

SIGNATURE: 

PRINTED NAME: _____

ROLE: _____

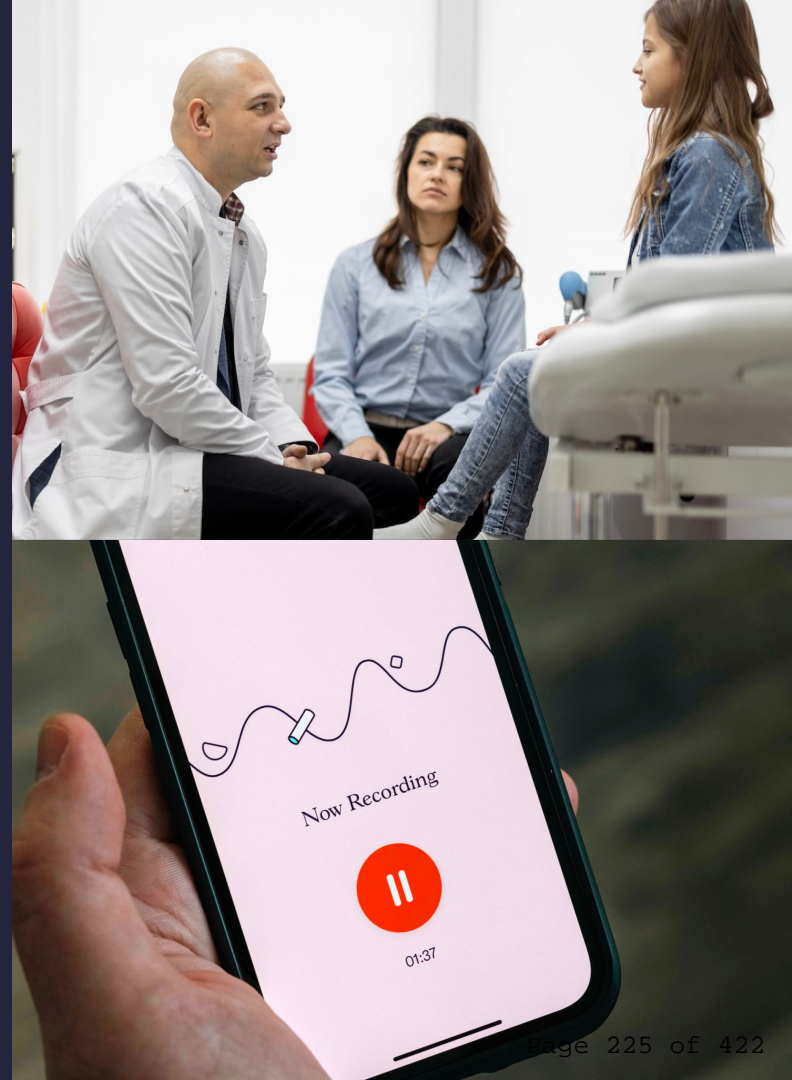
DATE: _____



Salinas Valley Health

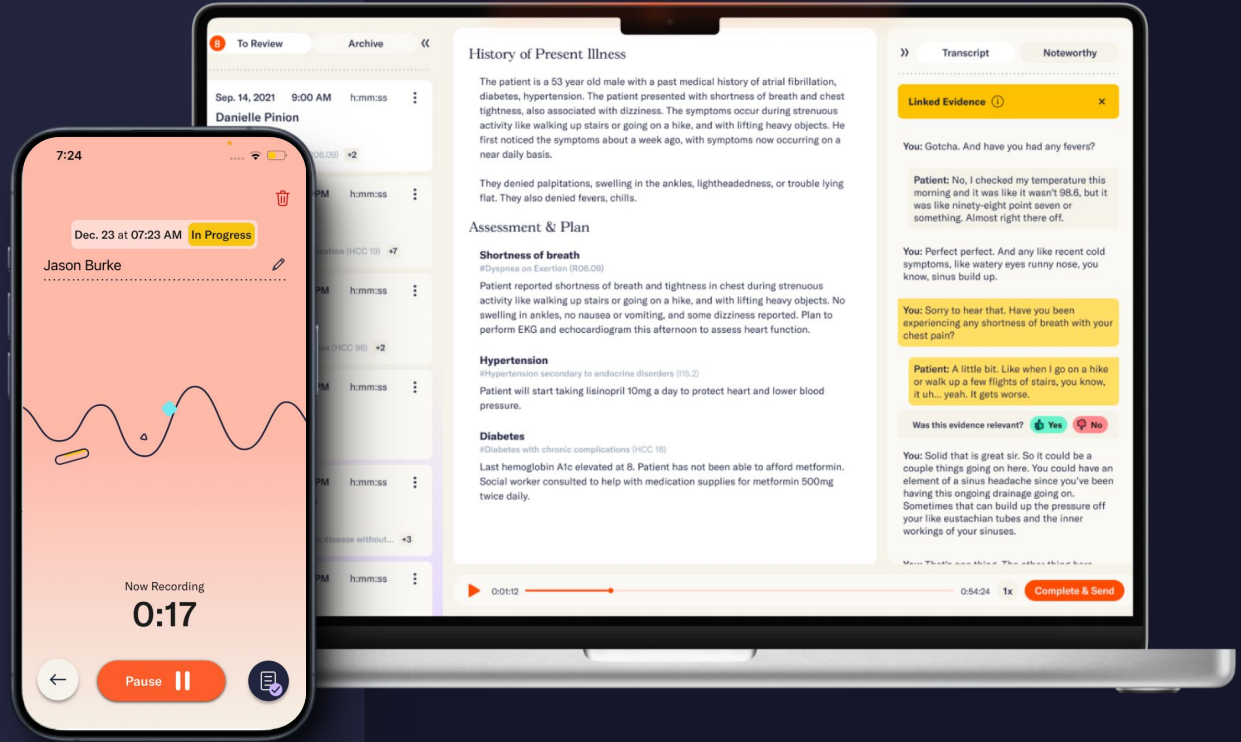
Subscription Model Proposal

March 11, 2024



Introducing Abridge

The most advanced,
enterprise-grade AI
platform for clinical
conversations.

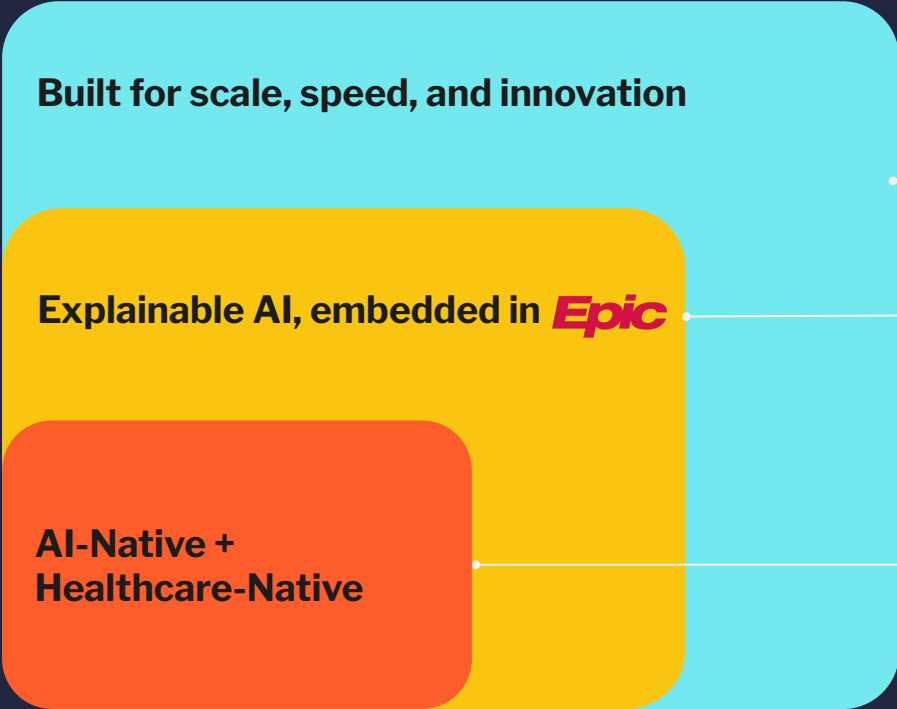


About Abridge

- We are a team of **clinicians, creatives, and computer scientists** with **deep healthcare experience** across both clinical settings and digital health.
- We structure and summarize medical conversations using **best-in-class AI**, based on a **training dataset of >4M annotations**.
- With **deep computer science DNA from Carnegie Mellon University**, we have published more peer reviewed papers on these topics than any other entity.



Enterprise-grade AI you can **trust & verify**



Key Benefits

100% tech is scalable across the system, with **>90% of final note AI-drafted**.

Tight feedback loops ensure that the product is **continuously improved** based on usage and partnership alignment.

.....

Tech that **meets your patients where they are** with multilingual support, omnichannel + specialty-agnostic solutions, and more.

Track data provenance with links to ground-truth evidence.

Turnkey Epic integrations improve workflows and implementation, from clinical notes to care management.

.....

Built by clinicians for clinicians and with **world-class AI talent**, Abridge is built on solid foundations, including backing by blue-chip investors like USV and Bessemer.

Scalable and truly specialized clinical design.



50+

Specialties

30+

Languages

Trusted

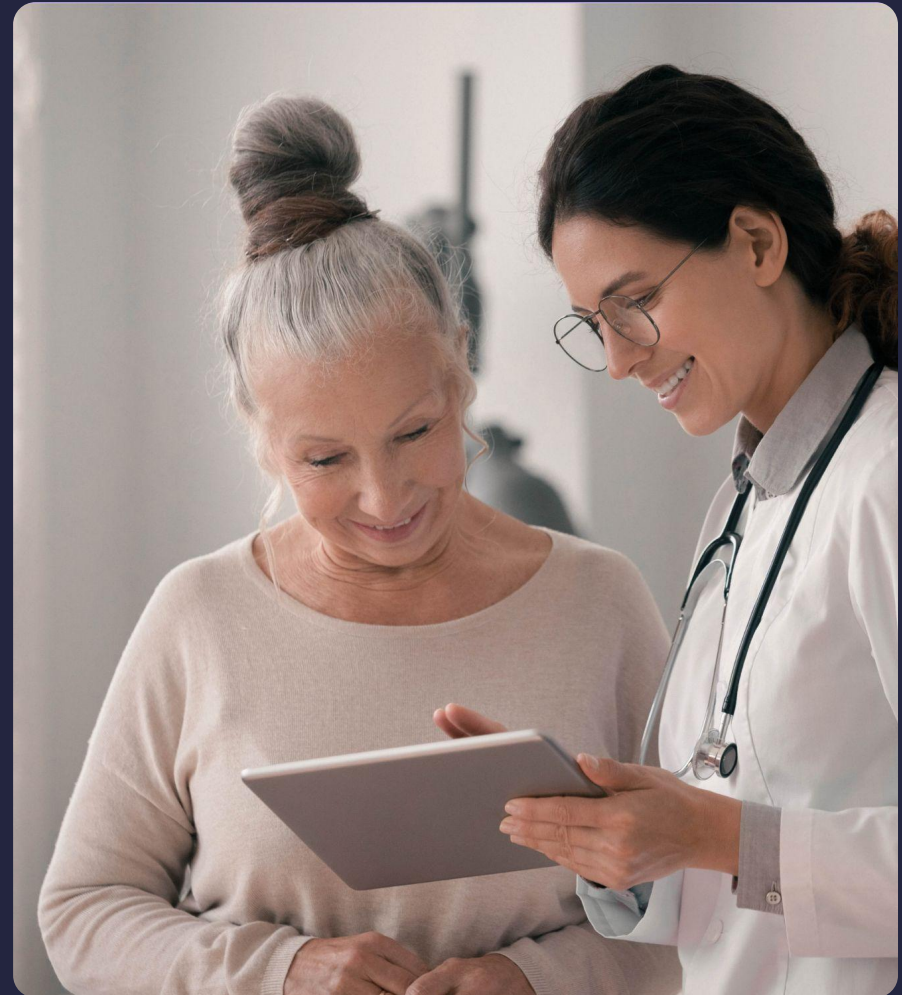
Auditable Technology

Validated

















Tools to measure burnout
and cognitive load

abridge

Measuring Success



Key Metrics

DOMAIN	METRIC	MEASUREMENT SOURCE
 Adoption	# of notes generated using Abridge	 Abridge
	# of active and engaged users	 Abridge
 Clinician Experience	Likelihood to recommend (NPS)	 Client Survey
	Burn-out assessment	 Client Survey
	Cognitive load assessment	 Client Survey
	Work Outside of Work (WoW)	 Epic Signal
 Note Quality	Avg. note star rating (1-5)	 Abridge
	Avg. note turn around time	 Abridge
	% of note generated by AI	 Abridge
 Operational Efficiency	Same-day close rate	 Epic Signal
	Time in notes per encounter	 Epic Signal
	Same-day patient availability	 Client Survey

Cognitive load assessment

Nasa Task Load Index (TLX) Method

Assesses workload across 3 domains.

Each domain is scored 0-20 (very low -> very high).



Mental Demand

How mentally demanding was finishing your notes?



Temporal Demand

How hurried or rushed was the pace of finishing your notes?



Effort

How hard did you have to work to finish your notes?

NASA-Task Load Index (NASA-TLX) is a validated tool to measure cognitive load for clinicians, and was originally developed by NASA. It has been cited in thousands of studies and is used here to assess the cognitive load of writing notes. Each of its 3 questions are scored 0-20 with the NASA-TLX score viewed as one composite score that can be compared over time (0-60).

Burnout assessment

Mini Z Survey

Using your own definition of “burnout”, have clinicians choose one of the numbers below:

1

I enjoy my work.
I have no symptoms
of burnout.

2

I am under stress,
and don't always have
as much energy as
I did, but I don't feel
burned out.

3

I am beginning to burn
out and have one or
more symptoms of
burnout, e.g.
emotional exhaustion.

4

The symptoms of
burnout that I'm
experiencing won't go
away. I think about
work frustrations a lot.

5

I feel completely
burned out. I am at
the point where I may
need to seek help.

Mini-Z is a validated, frequently used burnout tool developed by the Institute for Professional Worklife for use in healthcare. Out of all the tools, we chose Mini-Z because it is short and can measure impact in a short-time frame.

A bridge between **research** and **reality.**

- **Consolidated reports** with actionable insights
- **Access to evidence-based data** to maximize adoption and clinical impact
- **Opportunity to share your success** and showcase your best practices industry-wide



abridge

YOUR GENERATIVE AI HEALTHCARE PARTNER

**We take care of clinicians,
so they can take care of us.**

Pricing Models - Subscription vs. Enterprise

SUMMARY

In an academic medical institution, if the user base is large and diverse, a site-wide enterprise license may offer greater simplicity and potential cost savings at scale. However, if users are uniform and discrete, a subscription model could provide the flexibility to grow more economically.

SUBSCRIPTION

Agreement Type	Subscription Agreement
Economic Driver	# of Subscriptions
Unit of Account	Subscription
Unit of Account Definition	A Subscription is any employee who has activated an account with Abridge.
Best for...	Customers with a discrete and homogeneous usage profile.
Administration	Customers pay an annual fee per provider to access Abridge for a set number of Subscriptions. This model often has different tiers with varying pricing based on volume. Subscriptions provide flexibility to customers, allowing them to activate Subscriptions based on their needs. This often enables smaller customers to grow into their investment.

ENTERPRISE

Agreement Type	Enterprise License Agreement (ELA)
Economic Driver	Institution Profile (Clinicians + Encounters)
Unit of Account	Institutional License - (Users allocated)
Unit of Account Definition	A User is any clinician in the Institution granted access to Abridge.
Best for...	Institutions with several different user profiles, all of whom need access to Abridge but for whom utilization may vary.
Administration	With a Enterprise license, the institution pays for a license that covers all Users, irrespective of the number, subject to certain parameters. This simplifies administration, and provides for maximum flexibility in terms of use of Abridge. It is particularly efficient for large institutions where the number of Users is high, but utilization may differ due to varying roles in patient care.

Subscription Pricing Model

Pilot Term	90 Days of Use - up to 10 clinicians <ul style="list-style-type: none"> Includes Implementation, Integration, Onboarding, Training 	\$37,300 in Total Fees <ul style="list-style-type: none"> \$12,300 - User Fees \$25,000 - Professional Services
Post Pilot Subscription Fees	Per clinician per month billed annually	Based on tiered structure below with minimum order quantity of 50
Subscription Term	Opt-Out Acceptance at end of Pilot Term	36 month agreement

Pricing Tiers	Number of Subscriptions	Subscription (per month)
1	1 - 100	\$510
2	101 - 250	\$435
3	251 - 500	\$410
4	501 - 1,000	\$355
5	1,000+	\$305

Stark product differentiation.

CLINICAL NOTE FEATURES	ABRIDGE	NUANCE
Auditability (Linked Evidence)	✓	✗
Multi-lingual	✓	✗
Used across 55+ specialties	✓	✗
Physical exam documented	✓	✗
After visit summary (for patients)	✓	✗
Customizable note styles	✓	✗
Native integration in Epic	✓	✗
Native Android support	✓	✗

EPIC INTEGRATION FEATURES	ABRIDGE	NUANCE
Dedicated tab inside Epic	✓	✗
Order entry	✓	✗
Problem-based charting	✓	✗
Managing multiple patients at once	✓	✗
Multi-provider workflow	✓	✗
Pre-charting / chart biopsy	✓	✗

Backed by trusted tier 1 VCs and leading healthcare strategics.



Loved by physicians **everywhere...**



“I get love letters from clinicians telling me that Abridge has saved their practice, their marriage, their mental health.”

EMORY

Alistair Erskine, MD
Chief Information and Digital Officer

MUTUAL NONDISCLOSURE AGREEMENT

This Mutual Nondisclosure Agreement (“Agreement”) is made by and between **Abridge AI Inc.**, a Delaware corporation, with offices located at 500 Grant Street, Suite 2900, Pittsburgh, PA 15219 and **Salinas Valley Memorial Healthcare System**, a California local health care district operating as Salinas Valley Health, with offices located at 450 East Romie Lane, Salinas, CA 93901, as of May 1, 2024 (“Effective Date”).

A. The parties have had discussions or anticipate having discussions regarding a potential commercial relationship (“Potential Transaction”).

B. It is anticipated that each party will disclose certain Confidential Information of such party (“Disclosing Party”) to the other party (“Recipient”) in connection with the Potential Transaction, and the parties desire to protect the confidentiality of their respective Confidential Information.

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties agree as follows:

1. Definition of Confidential Information. “Confidential Information” means, with respect to Disclosing Party, all secret, proprietary or confidential information of or relating to Disclosing Party or its business which is not generally available to the public, including all technical information, including methods, know-how, formulae, processes, discoveries, inventions or research; business or financial information; information which Disclosing Party treats as confidential; all patent applications, business plans, customer lists, notes, analyses, compilations, studies and interpretations; and any other material prepared by Disclosing Party or its employees which contains or reflects or is based upon, in whole or in part the foregoing, whether disclosed before or after the date of this Agreement. “Confidential Information” of Disclosing Party does not include information which (a) was in the public domain at the time of Disclosing Party’s communication thereof to Recipient, (b) entered the public domain through no fault of Recipient subsequent to the time of Disclosing Party’s communication thereof to Recipient, (c) was in Recipient’s possession free of any obligation of confidence to Disclosing Party at the time of Disclosing Party’s communication thereof to Recipient, (d) was independently developed by Recipient, or (e) is obtained by the Recipient from a third party who is not under an obligation of confidentiality or non-disclosure to Disclosing Party.

2. Obligation of Confidentiality. Recipient will not disclose any Confidential Information of the Disclosing Party, whether obtained by Recipient before or after the Effective Date, without the Disclosing Party’s prior written consent, and shall disclose Confidential Information of the Disclosing Party only to those employees of Recipient and of its affiliates and wholly owned subsidiaries who need to know such information for the sole purpose of evaluating and consummating the Potential Transaction, provided that such employees agree to be bound by the terms hereof. Recipient will be responsible for any breach of this Agreement by one or more of its employees, its affiliates or wholly owned subsidiaries, or any of their respective employees. Recipient will use the Confidential Information of the Disclosing Party solely for the purpose of evaluating and consummating the Potential Transaction. Without prior written consent of the Disclosing Party, Recipient will not copy or reproduce any portion of the Confidential Information of the Disclosing Party or attempt to modify, disassemble, reverse engineer, or emulate the functionality or create derivative works of any information contained in or derived from the Confidential Information of the Disclosing Party. Recipient will notify the Disclosing Party in writing of any misuse or misappropriation of the Confidential Information of the Disclosing Party that may come to Recipient’s attention, whether conducted by Recipient or any person to whom Confidential Information has been disclosed.

3. Scope of Covenants and Obligations. Recipient acknowledges that the nature of the information that makes up the Confidential Information of Disclosing Party extends worldwide. Accordingly, the obligations of Recipient contained in paragraph 2 hereof extend to the actions of Recipient worldwide. If the length of any covenant(s) or obligation(s) as defined in this Agreement will be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, such court will have the authority to revise the illegal, invalid, or unenforceable provision(s) in a manner that will provide Disclosing Party with the maximum amount of protection contemplated under this Agreement while making such provision(s) legal, valid, and enforceable.

4. Ownership. Disclosing Party is and will remain the exclusive owner of the Confidential Information of Disclosing Party, including all patent, copyright, trade secret, trademark and other intellectual property rights therein. No license or conveyance of any such rights to Recipient is granted or implied under this Agreement. Recipient acknowledges that it has no right to disclose or use for any purpose the Residuals resulting from Recipient’s access to, or work with, any Confidential Information of Disclosing Party. “Residuals” means information in tangible, electronic or non-tangible form, which may be retained by persons who have had access to the Confidential Information of Disclosing Party, including memoranda, electronic records, ideas, concepts, know-how, or techniques contained therein. Recipient will promptly disclose to Disclosing Party any inventions or developments conceived or made during the term of this Agreement relating to or derived in any way from the Confidential Information of Disclosing Party and any such inventions or developments will be the sole property of Disclosing Party. Recipient will assign to Disclosing Party all such inventions and developments and assist the Disclosing Party in every necessary way to obtain, maintain, and enforce any patents, copyrights, trademarks, or other proprietary rights in such inventions or developments.

5. Compliance with the Law. If Recipient becomes legally compelled to disclose any Confidential Information of Disclosing Party, Recipient will provide Disclosing Party with prompt notice of that request(s) so that Disclosing Party may seek an appropriate protective order or other appropriate remedy and/or waive Recipient’s compliance with the provisions of this Agreement. If that protective order or other remedy is not obtained by the date that Recipient must comply with the request, or if Disclosing Party

waives compliance with the provisions of this Agreement, Recipient will provide only that portion of the Confidential Information of Disclosing Party which is legally required in the reasonable opinion of its counsel (after consultation with the Recipient’s counsel), and will exercise commercially reasonable efforts to obtain a protective order or other reliable assurance that confidential treatment will be accorded to that portion of the Confidential Information of Disclosing Party which is being furnished or disclosed.

6. Return of Materials. Promptly upon written request of Disclosing Party, Recipient will deliver to Disclosing Party all documents or other materials provided by Disclosing Party to Recipient constituting Confidential Information of Disclosing Party, without retaining any copies of them. Recipient will then destroy all other documents or matters constituting Confidential Information of Disclosing Party (including all electronic records containing or describing any Confidential Information of Disclosing Party), and will confirm in writing to Disclosing Party that all Confidential Information of Disclosing Party and records have been returned or destroyed. The obligations of confidentiality and agreements contained in this Agreement will survive any return or destruction of materials containing Confidential Information and any termination of this Agreement (or discussions regarding a Potential Transaction).

7. No Representation or Warranty. Neither party makes any representation or warranty as to its Confidential Information. Neither party will have any liability based upon their Confidential Information.

8. Binding Obligation; Authority. Each of the parties hereby represents that this Agreement has been duly authorized, executed and delivered to the other party, and constitutes a binding obligation of such party.

9. Governing Law and Jurisdiction. This Agreement will be interpreted in accordance with the internal laws of the Commonwealth of Pennsylvania, without regard to the conflict of laws principles thereof. If either party institutes any legal action, suit or proceeding against the other, arising under or relating to this Agreement, it will do so in the state or federal courts located in Allegheny County, Pennsylvania, and the party against whom the action is instituted hereby waives any objection to the laying of such suit, action or proceeding in such courts.

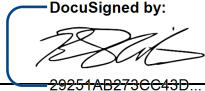
10. Remedies. Each of the parties acknowledges that its obligations hereunder are necessary and reasonable in order to protect the other party and the other party’s business, and expressly acknowledges that monetary damages are inadequate to compensate the other party for a breach or threatened breach of any covenants and obligations set forth herein. Accordingly, each party acknowledges that any such breach or threatened breach will cause irreparable injury to the other party and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the other party will be entitled to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach, without the necessity of proving actual damages. The Disclosing Party will be entitled to recover court costs and reasonable attorneys’ fees after issuance of a final judgment in its favor in any judicial action or arbitration to enforce this Agreement.


11. Miscellaneous. The paragraph headings contained in this Agreement will not be deemed to affect the meaning or construction of any of its provisions. This Agreement constitutes the entire understanding of the parties with respect to the subject matter of this Agreement. All prior agreements, understandings, proposals or representations dealing with the subject matter of this Agreement are terminated and canceled entirely. This Agreement may only be modified in a written document executed by both parties. Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns. If any provision of this Agreement will be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions will remain in full force and effect. All notices, requests, consents and other communications required or permitted to be delivered hereunder will be made in writing and will be delivered by hand, via overnight delivery service or by registered or certified mail, postage prepaid, addressed to the recipient’s last known address. This Agreement may be executed by email or facsimile signatures, which will be as effective as original signatures. This Agreement may be executed in one or more counterparts, none of which need contain the signatures of all parties, each of which will be deemed an original, and all of which together will constitute one and the same instrument. As used in this Agreement, the term “including” will be deemed to be followed by the words “without limitation.” The recitals hereto are incorporated into and made a part of this Agreement. This Agreement shall not bind either party to enter into the Potential Transaction, which may be entered into by each party, in each party’s sole and absolute discretion.

The parties hereto have executed this Agreement as of the Effective Date.

ABRIDGE AI INC.

SALINAS VALLEY MEMORIAL HEALTHCARE SYSTEM

By:  29251AB273CC43D...

By:  Gary Ray, SVH CLO
By: Gary Ray, SVH CLO (Apr 26, 2024 14:17 PDT)

Name: Brian Wilson

Name: Gary Ray

Title: Chief Commercial Officer

Title: Chief Legal Officer

Board/CEO – Packet Submission Checklist

Abridge: Clinical Conversation Documentation for Epic, 2024 - 2025

*The original of this completed/fully signed checklist and all required supporting documents are to be hand-delivered to the Chief Legal Officer **two(2) 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 [#1001.5057](#)
- 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: **CIO must review.**
 - RFP documentation (*see attached RFP responses and scorecard from 3 respondents*)
 - 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 and Gary Ray, CLO,](#)

SUBMITTED BY DEPARTMENT DIRECTOR OR DEPARTMENT ADMINISTRATOR:

Signature (Catherine Ferguson, MD)	Title/Department (CMIO)	Date
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REVIEWED BY:

CIO (if applicable):	Date:
Director of MM/Designee in lieu of Compliance:	Date:

Board Paper: Finance Committee

Agenda Item: **Consider Recommendation for Board Approval of Preliminary Project Budget and Awarding Contract for Design and Engineering Services in conjunction with the MRI Installation Project**

Executive Sponsor: Clement Miller, Chief Operating Officer
John Kazel, Director, Diagnostic Imaging

Date: October 7, 2024

Executive Summary

The MRI installation project's objective is to identify and renovate an existing space within the medical center envelope to facilitate the installation of the new MRI scanner. The main medical center campus has a detached building on the corner of East Romie and Wilgart housing a functioning MRI suite with a GE EchoSpeed HD owned and operated by Alliance/Akumin Imaging. The current GE MRI was installed in 2004. Current project planning encompasses renovations of existing conference and office areas to house a complete MRI suite. All planned renovations require plan approval and building permits from California's Department of Health Care Access and Information (HCAI). Facilities management circulated a request for proposal from qualified architectural firms to provide comprehensive design and engineering services necessary to complete construction documents and specifications for securing agency approvals and construction services from general contractors.

Background/Situation/Rationale

Current planning has the new MRI to be housed in a new suite in the basement of the Cardiac Center. The conference rooms in the Cardiac Center have been recently relocated into the basement of the parking garage on campus. The project scope does not require replacement of the existing displaced conference rooms elsewhere on campus. The MRI suite will be required to contain services necessary to support inpatient and outpatient scans in a medical center environment. The Imaging department's goal is to leverage the existing first level Imaging department for patient waiting areas, staff work areas and other code-required programmatic features.

The design team shall identify code-required program elements that will be required to be located within the new MRI suite and/or contiguous to the suite. The new MRI suite shall be designed to efficiently process our inpatient and procedural volume in a state of the art environment. Besides the core elements to house the MRI procedure room and MRI's support equipment, current planning assumes two dedicated patient holding bays with code-required medical headwalls, and one patient dressing area. No new reading room is planned for the new suite. The design team proposed services include space programming, schematic design, design development, construction documentation, bidding support, agency permitting and construction administration.

During the RFP process, three (3) complete proposals were received by Salinas Valley Health. Each of the proposals were scored utilizing a tiered scoring structure. A core evaluation committee comprised of Salinas Valley Health clinical leadership and facilities management conducted a scoring of the written proposals. The three primary categories utilized in the evaluation process were:

- (a) Qualifications and experience of firm
- (b) Approach to providing services and project management
- (c) Qualifications and experience of key personnel.

After evaluating all proposals in accordance with the criteria set forth in the RFP, the evaluation committee determined that Treanor was the highest-ranking proposer. As part of the response to the RFP and consistent with the Mini-Brooks Act qualification-based selection criteria, the proposers were required to submit a separately sealed cost proposal identifying the proposed fee for the requested scope of services. In accordance with the RFP procedures, Salinas Valley Health opened the cost proposal and negotiated the terms and conditions of the Professional Services Agreement. The current fee proposal is consistent with industry standards of similar projects of same size and complexity within the San Francisco Bay Area.

Timeline/Review Process to Date:

November 2024 – January 2025 – Solicit equipment vendors
November 2024 – Commence design process to secure HCAI approvals
February 2025 – Review recommendation for equipment vendor package with Board
March 2025 – March 2026 – Design and Agency Permitting Process
February 2026 – April 2026 – Solicitation of Construction Bids
June 2026 – Anticipated Start of Construction
December 2027 – Construction Complete

** Current schedule indicated is preliminary project estimates at a pre-design stage of the project planning process. Following selection of equipment manufacturer, suite configuration, an updated project schedule will be presented to the Board in a subsequent meeting for review.*

Pillar/Goal Alignment:

Service People Quality Finance Growth Community

Financial/Quality/Safety/Regulatory Implications:

The fiscal years 2025 through 2028 strategic capital budget allocated funding for planning, design and construction activities required to complete the design and construction process. Following interviews and negotiations with MRI equipment vendors, we will return to the Board for consideration of approval for equipment contract(s). After completion of the construction bidding process, we will return to the Board for consideration of the construction contract award. The following summarizes the design and engineering fees for schematic design, design documentation, permitting process, contractor bidding support and construction administration services:

Total Planned Capital Budget

Latest MRI Project Forecast

\$300,000 over Fiscal Year 2025
\$700,000 over Fiscal Year 2026
\$2,000,000 over Fiscal Year 2027
\$5,000,000 over Fiscal Year 2028

** Current budget figures indicated are preliminary project estimates at a pre-design stage of the project planning process. Following selection of equipment manufacturer and room configuration, an updated project budget will be presented to the Board in a subsequent meeting for review.*

DESIGN PHASE

MRI Installation	
Design Services Fee	\$514,425
<u>Reimbursable Allowance</u>	<u>\$8,000</u>
Total Design Services Fee	\$522,425

Recommendation

Consider recommendation to Board of Directors to approve the overall preliminary project budget for MRI Installation in the amount of \$8,000,000. In addition, we recommend approving the award of the professional services agreement to Treanor for the design and engineering of the MRI Installation Project, in the amount of \$522,425, as presented.

Attachments

- (A) Professional Services Agreement
- (B) Treanor Response prepared August 9, 2024

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT IS MADE as of the ____ day of _____, 2024, by and between the Salinas Valley Health (hereinafter referred to as "DISTRICT") and Treanor (hereinafter referred to as "CONSULTANT").

WHEREAS, DISTRICT desires to obtain professional engineering design services in conjunction with the DISTRICT's MRI Installation ("Project"), and has issued a Request for Proposals dated June 20, 2024, attached as **Exhibit A** and incorporated herein by this reference; and

WHEREAS, CONSULTANT has represented that it is experienced and skilled in performing such services and has submitted a proposal dated August 9, 2024, including a cost proposal dated August 9, 2024, attached as **Exhibit B** and incorporated herein by this reference,

WHEREAS, on _____, 2024, the DISTRICT'S Board of Directors, awarded a Professional Services Agreement (AGREEMENT), to CONSULTANT, for design services related to the Project.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. RENDITION OF SERVICES

CONSULTANT agrees to provide professional services to DISTRICT in accordance with the terms and conditions of this AGREEMENT. In the performance of its work, CONSULTANT represents that it has and will exercise that degree of professional care, skill, efficiency and judgment ordinarily employed by engineering consultants with expertise in designing hospital Radiological Procedure Rooms; and preparing design plans, technical specifications and engineer's estimates for construction contracts. CONSULTANT further represents and warrants that it holds currently in effect all licenses, registrations, and certifications in good standing that may be required under applicable law or regulations to perform these services and agrees to retain such licenses, registrations, and certifications in active status throughout the duration of this engagement.

2. SCOPE OF SERVICES

2.1 The scope of services to be provided under this AGREEMENT shall consist of specific Services as generally described in the RFP, **Exhibit A**, and CONSULTANT's Scope of Services and Cost Proposal, attached as **Exhibit B**.

2.2 CONSULTANT's final plans and specifications prepared under this AGREEMENT shall be in accordance with the following design standards:

- 2022 California Electrical Code
- 2022 California Mechanical Code
- 2022 California Plumbing Code
- 2022 California Building Code
- 2022 California Fire Code

2.3 CONSULTANT shall cooperate with representatives of the State of California, and all other DISTRICT consultants working on Project. CONSULTANT shall provide the services for Project in close liaison with DISTRICT. All personnel acting on

behalf of CONSULTANT shall cooperate with DISTRICT staff during the course of this AGREEMENT. To ensure that CONSULTANT understands the requirements of this AGREEMENT, representatives of DISTRICT and CONSULTANT shall communicate as often as deemed necessary.

- 2.4 Throughout its performance of services under this AGREEMENT, CONSULTANT shall serve as an independent contractor to DISTRICT. Neither CONSULTANT nor any party contracting with CONSULTANT shall be deemed to be an agent or employee of DISTRICT.
- 2.5 CONSULTANT understands and agrees that it is solely responsible for the sufficiency, adequacy and completeness of all plans, specifications, calculations, and estimates prepared by CONSULTANT under this Agreement. CONSULTANT's final plans and specifications shall set forth the requirements for the construction of the Project in a clear, complete and accurate manner. CONSULTANT shall undertake all reasonable quality control measures to review, coordinate, and otherwise check its plans, specifications, calculations, and estimates for sufficiency, adequacy and completeness.
- 2.6 CONSULTANT's plans, specifications, calculations, and estimates shall be subject to DISTRICT's review. CONSULTANT acknowledges that DISTRICT will not be undertaking a detailed or comprehensive quality review of CONSULTANT's work product. DISTRICT will notify CONSULTANT of any errors or omissions that DISTRICT discovers in CONSULTANT's work product, but CONSULTANT shall not depend on DISTRICT to discover any errors or omissions in CONSULTANT's work product. Attention is directed to Section 2.5 of this Agreement.
- 2.7 CONSULTANT and its subconsultants shall not incorporate into the design any materials or equipment of single or sole-source origin without written approval of DISTRICT.
- 2.8 CONSULTANT's personnel shall keep accurate records and document the work as it progresses.
- 2.9 CONSULTANT's personnel shall become knowledgeable of all applicable local, state, and federal laws and regulations, and CONSULTANT's design shall comply therewith.
- 2.10 The Project Manager for CONSULTANT will be Stephen Lyon. The Project Manager for DISTRICT will be Bogard Construction Inc. CONSULTANT shall cooperate with and coordinate all of its activities with DISTRICT's Project Manager.

3. SCHEDULE AND TIME OF COMPLETION

- 3.1 The effective date of this AGREEMENT is _____, 2024. No work under this AGREEMENT shall begin prior to DISTRICT's issuance of a Notice to Proceed to CONSULTANT.
- 3.2 Time is of the essence in the performance of CONSULTANT's services under this AGREEMENT. All services to be provided pursuant to this AGREEMENT shall

be performed in a timely manner so as not to delay construction of Project. In the event that CONSULTANT incurs delays in completing the services within the aforementioned timeframe for reasons beyond the reasonable control of CONSULTANT, an appropriate extension of time may be granted by DISTRICT, at its sole discretion, following the timely submission of a written request by CONSULTANT

- 3.3 **Exhibit A** includes a schedule for CONSULTANT's performance of activities under this Agreement. CONSULTANT shall endeavor to complete each of the tasks set forth in the schedule in accordance with this schedule. The schedule shall be subject to revision as mutually agreed upon by DISTRICT and CONSULTANT.

4. DELIVERABLES

THE DELIVERABLES TO BE PROVIDED UNDER THIS AGREEMENT SHALL CONSIST OF SPECIFIC DELIVERABLES AS GENERALLY DESCRIBED IN THE RFP UNDER THE SUMMARY OF ESTIMATED SCOPE OF WORK.

4.1 Interim Milestone Deliverables

During the performance of its services under this Agreement, CONSULTANT shall deliver three (3) sets of documents and electronic files for the following milestone submittals:

A. 35%-Completion Submittal

CONSULTANT shall submit for DISTRICT's review 35%-completion design plans and space program.

B. 65%-Completion Submittal

CONSULTANT shall submit for DISTRICT's review 65%-completion design plans and Technical Special Provisions. CONSULTANT shall include in this package a list of responses to DISTRICT comments on the 35% submittal.

C. 95% Completion Submittal

CONSULTANT shall submit for DISTRICT's review electronic files of the 95%-completion design plans and Technical Special Provisions, list of bid items, construction estimate and bar chart representing estimated construction schedule for all portions of the design in the following formats:

- 95%-completion design plans – Adobe PDF files
- Technical Special Provisions - Adobe PDF and Microsoft Word files
- List of bid items - Adobe PDF and Microsoft Word files
- Bar chart representing estimated design schedule - Adobe PDF files.

CONSULTANT shall include in this package a list of responses to DISTRICT comments on the 65% submittal.

D. Draft 100% Completion Submittal

CONSULTANT shall submit for DISTRICT's review electronic files of the 100%-completion unsigned design plans, Technical Special Provisions, list

of bid items, construction estimate and bar chart representing construction schedule in the electronic file formats indicated in Section 4.1.C.

CONSULTANT shall include in this package a list of responses to the comments received from DISTRICT on the 95%-completion submittal.

Drawings shall be submitted on 11-inch by 17-inch paper size.

4.2 **Final Deliverables**

Prior to completion of its services under AGREEMENT, CONSULTANT shall deliver the following final deliverables to DISTRICT:

- A. Electronic files of design drawings in the format specified below;
- B. One (1) bound set of paper copies and one (1) unbound set of paper copies of reproducible quality of Technical Special Provisions in the format specified below;
- C. An electronic file of Technical Special Provisions in the format specified below;
- D. One (1) set of all other final technical documents produced during the course of this AGREEMENT not listed in Section. 4.2.

4.3 **Design Drawings Format**

The format of CONSULTANT's design drawings shall be in accordance with the following :

- A. The design drawings (plans) shall be produced on AutoCAD Release 2011. Any other drafting software or third-party add-on software will not be permitted. If a newer version of AutoCAD is available that differs from the version referenced herein, CONSULTANT shall request a written authorization from DISTRICT prior to using the newer version.
- B. The format of the drawings shall be Text Style Font – Simplex with minimum height of 1/8-inch and layering concept for all entities. All drawings shall have a District's Standard Title Block, which will be provided by DISTRICT. The Title block shall identify the project by name and number, subject matter of the drawing, drawing number, and the sequential sheet number with a revision block that contains the original issue date and date and number of each revision. All drawings shall have a graphic scale or scales and shall bear the signatures and seals of the Engineer of Record.
- C. The final design drawings shall be complete, signed and sealed by CONSULTANT.
- D. CONSULTANT shall furnish to DISTRICT uncompressed electronic files of the final signed design drawings.

4.4 **Design and Quantity Calculations**

Design calculations shall be prepared for all work indicated in CONSULTANT's design drawings and specifications. The design calculations shall be signed and stamped by the individual responsible for their preparation and who is licensed to practice their professional Engineering services in the State of California. The

names of the engineers who prepared the calculations shall be identified on the calculations.

All calculations shall be organized and indexed with volumes and pages numbered.

4.5 **Special Provisions Format**

CONSULTANT shall furnish Technical Special Provisions, typed single-spaced on white bond paper. CONSULTANT shall also furnish the Technical Special Provisions to DISTRICT on USB flash drive. The format shall be in Microsoft Word file format with left and right margins of one and one-tenth inches (1.1"), top and bottom margins of one inch (1.0"), Text Style Font: Times Arial 12, tabs set at 0.5".

CONSULTANT shall furnish with the final Technical Specifications a signature page(s) with professional stamps and signatures of each of the professional engineers responsible for preparation of specific engineering field of the specifications, e.g., civil, traffic, mechanical, electrical, etc.

4.6 **Other Documents**

CONSULTANT shall obtain DISTRICT's formatting instructions for other documents to be submitted to DISTRICT.

4.7 **General Requirements**

- A. When CONSULTANT is required under this AGREEMENT to prepare and submit its studies, reports, plans, specifications, and other documents to DISTRICT, said documents shall be submitted in a draft form as scheduled, with the opportunity for the DISTRICT to review and comment upon said documents prior to final submission.
- B. The plans, designs, estimates, calculations, reports and other documents furnished under this AGREEMENT shall be of a neat appearance, well-organized, technically and grammatically correct, checked and having the preparer and checker specifically identified. Each submittal to DISTRICT shall bear the approval stamp of CONSULTANT's Project Manager, with said approval representing that he/she has verified that the submittal is complete, clear and legible, and complies with the formatting requirements of this AGREEMENT.
- C. The page that identifies the preparers of engineering reports, the title sheet for specifications and each sheet of plans shall bear the professional seal, certificate number, registration classification, expiration date of the certificate, and signature of the professional Engineers responsible for preparation.
- D. DISTRICT's acceptance of any and all documents submitted by CONSULTANT shall not relieve CONSULTANT of its responsibility for any deficiencies, whether latent or patent, contained in said documents. Similarly, the stamp and signature of the District Engineer on CONSULTANT's plans and specifications shall not relieve CONSULTANT of its responsibility for its design.

5. CONSTRUCTION BIDDING PHASE

CONSULTANT's services will be required during the construction bidding stage of the Project as set forth in Exhibits A and B to provide support to DISTRICT during the bidding of the Project.

6. CONSTRUCTION PHASE

CONSULTANT's services will be required during the construction phase of the Project if a construction contract is awarded. During construction, CONSULTANT shall furnish to DISTRICT all corrected and additional drawings and special provisions required by any errors or omissions of CONSULTANT. Such drawings shall be furnished by CONSULTANT at no additional cost to DISTRICT.

CONSULTANT agrees that it will participate in any dispute resolution proceedings provided under the construction contracts covering the Project and will defend any issues asserted concerning the adequacy of CONSULTANT's design. The forum for resolution of disputes shall be as provided for in the construction contract. Upon exhaustion of those procedures, if the parties are unable to resolve the matter successfully, it shall be referred to the next step as outlined in the construction contract. If the construction contracts provide for submitting disputes to mediation under the then-current Construction Industry Mediation Rules of the American Arbitration Association, no party relinquishes or waives any of its procedural or substantive rights or remedies provided under this Agreement, the construction contracts, or applicable law, and expressly reserves such rights, remedies and contentions.

7. OWNERSHIP OF WORK

7.1 All communications, deliverables, and records originated, prepared, and in the process of being prepared, for the services to be performed by CONSULTANT under this AGREEMENT, including, but not limited to, findings, analyses, submittals, conclusions, opinions, engineering drawings, specifications, standards, process sheets, photographs, videos, manuals, technical reports and recommendations with respect to the subject matter of this AGREEMENT and raw and underlying data of such materials, regardless of format or media, including software, reports and other documentation (all of the foregoing, collectively, the "Work Product"), shall be delivered to and become the property of DISTRICT. DISTRICT shall be entitled to access and to copy the Work Product during the progress of the Work. Any Work Product remaining in the hands of CONSULTANT or in the hands of any subconsultant upon completion or termination of the work shall be immediately delivered to DISTRICT and not later than within two (2) weeks of completion or termination of the Work. If any materials are lost, damaged or destroyed before final delivery to DISTRICT, CONSULTANT shall replace them at its own expense, and CONSULTANT assumes all risk of loss, damage or destruction of or to such materials. CONSULTANT may retain a copy of such materials for use in its general business activities, subject to the restrictions of Section 16, RELEASE OF INFORMATION.

7.2 Any and all copyright, patent rights, and other intellectual property or proprietary rights to Work Product prepared under this AGREEMENT are hereby assigned to

DISTRICT. CONSULTANT agrees to execute any additional documents that may be necessary to evidence such assignment. CONSULTANT agrees not to assert any rights at common law or equity and not to establish any claim to statutory copyright in such Work Product. Except for its own internal use as reasonably necessary for its provision of services and work under this AGREEMENT, CONSULTANT shall not publish or reproduce such Work Product in whole or in part, or in any manner or form, nor authorize others to do so, without the written consent of DISTRICT pursuant to Section 16, RELEASE OF INFORMATION, of this AGREEMENT.

- 7.3 Notwithstanding anything herein to the contrary, DISTRICT acknowledges that as part of CONSULTANT's provision of work hereunder, CONSULTANT may utilize CONSULTANT's Information. CONSULTANT's Information is defined as proprietary works of authorship including, without limitation, software, methodologies, tools, specifications, drawings, sketches, models, samples, records and documentation, as well as copyrights, trademarks, service marks, ideas, concepts, know-how, techniques, knowledge or data, that have been originated or developed by CONSULTANT or by third parties before and apart from this AGREEMENT, or which have been purchased by, CONSULTANT for use in the provision of services or work under this AGREEMENT with the DISTRICT's express written consent; and, copyrights, trademarks, software, methodologies, tools, samples, service marks, ideas, concepts, know-how, techniques, knowledge that have been originated or developed by CONSULTANT or by third parties under AGREEMENT. DISTRICT agrees that CONSULTANT's Information, as so narrowly defined and identified, is and shall remain the sole property of CONSULTANT or such third party, except for the exclusions due to provisions of Section 15.7, PATENT RIGHTS, of this AGREEMENT. CONSULTANT agrees that DISTRICT shall be entitled to use CONSULTANT's Information in connection with this AGREEMENT, and shall grant to DISTRICT a perpetual, royalty-free, irrevocable, worldwide, non-exclusive license to use all CONSULTANT's Information and to create and use derivative works of CONSULTANT'S Information in connection with the Project.
- 7.4 CONSULTANT represents and warrants that it has or will have all appropriate licenses, agreements and/or ownership pertaining to all intellectual property, including but not limited to patents and copyrights, used in connection with the performance of its obligations under this AGREEMENT. CONSULTANT further represents and warrants that it will have all necessary rights to patentable and copyrightable materials, equipment, devices or processes not furnished by DISTRICT used on or incorporated in the work and assumes all risks arising from the use of such patentable and copyrightable materials, equipment, devices, or processes.
- 7.5 CONSULTANT shall indemnify, defend and hold harmless DISTRICT, its directors, officers, agents and employees to the maximum extent permitted by law from and against any and all claims, liabilities, losses, damages or expenses (including attorneys' fees and related costs, whether or not litigation has commenced), whether direct or indirect, arising out of, relating to, or in connection with the ownership, possession or use of any materials, equipment, devices, or processes that are protected by intellectual property rights, including patent,

copyright and trade secret. In case such materials, equipment, devices or processes are held to constitute an infringement and their use enjoined, CONSULTANT, at CONSULTANT's sole cost and expense, shall: (a) secure for DISTRICT the right to continue using the materials, equipment, devices or processes by suspension of the injunction or by procuring a royalty-free license or licenses, or (b) replace such materials, equipment, devices, or processes with non-infringing materials, equipment, devices or processes that perform the same functions as the infringing item, or (c) modify them so that they become non-infringing or remove the enjoined materials, equipment, devices or processes and refund the sums paid therefore, without prejudice to any other rights of DISTRICT. If the amount of time necessary to proceed with one of these options is deemed excessive by DISTRICT, DISTRICT may direct CONSULTANT to select another option or risk default. The provisions of Section 10, RESPONSIBILITY: INDEMNIFICATION, shall also apply to the matters covered by this Section 6.5, to the maximum extent permitted by law.

8. SUBCONTRACTING

8.1 CONSULTANT shall not subcontract any services to be performed by it under this AGREEMENT without the prior written approval of DISTRICT, except for service firms engaged in drawing, reproduction, typing and printing and other firms as herein listed:

Architectural Treanor

Structural Buehler

Mechanical/Electrical/Plumbing Mazzetti

8.2 Nothing contained in this Agreement or otherwise, shall create any contractual relation between DISTRICT and any subconsultants/subcontractors, and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. Neither the CONSULTANT nor any party contracting with CONSULTANT shall be deemed an agent or employee of the DISTRICT. CONSULTANT is an independent entity, and the legal relationship of any person performing services for CONSULTANT shall be one solely between that person and CONSULTANT. CONSULTANT agrees to be as fully responsible to DISTRICT for the acts and omissions of its subconsultants/subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its subconsultants/subcontractors is an independent obligation from the DISTRICT'S obligation to make payments to CONSULTANT.

8.3 Any subcontract entered into as a result of this Agreement, shall contain all the provisions stipulated in this Agreement to be applicable to subconsultants/subcontractors.

8.4 CONSULTANT is referred to Section 18 of this Agreement which includes Federal and State requirements for the prompt payment to subconsultants.

- 8.5 Any substitution of subconsultants/subcontractors must be approved in writing by DISTRICT'S Project Manager in advance of assigning work to a substitute subconsultant/subcontractor.
- 8.6 CONSULTANT shall incorporate Sections 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, and 23 into all agreements with its subconsultants that are over \$25,000.

9. CONSULTANT'S PERSONNEL

- 9.1 All individuals identified on the organizational chart in **Exhibit B** are necessary for the successful performance of services under this AGREEMENT due to their unique expertise, depth and breadth of experience, and knowledge of Project. There shall be no change in CONSULTANT's Tansy Bowermaster, all other engineers and technical staff of the project team as listed in **Exhibit B** without prior written approval by DISTRICT's Project Manager. CONSULTANT recognizes that the composition of this team was instrumental in DISTRICT's decision to award this AGREEMENT to CONSULTANT and that compelling reasons for substituting these individuals must be demonstrated before DISTRICT's approval may be granted. Any substitutes shall be persons of comparable or superior experience and expertise. Failure to comply with the provisions of this section shall constitute a material breach of CONSULTANT's obligations under this AGREEMENT and shall constitute a basis for termination of this AGREEMENT for cause.
- 9.2 All CONSULTANT staff utilized on Project will be subject to qualification review and approval by DISTRICT. DISTRICT reserves the right to reject proposed personnel that, as determined by DISTRICT at its sole discretion, do not meet any or all of the requirements stated in this AGREEMENT. DISTRICT also reserves the right to obtain references regarding previous assignments of CONSULTANT's and subconsultants' personnel assigned to Project.

Architect of Record – Tansy Bowermaster

Structural Engineer of Record - Warren R. Pottebaum

Electrical Engineer of Record – List Designated Individual

Civil Engineer of Record - List Designated Individual

Mechanical Engineer of Record - List Designated Individual

9.3 CONSULTANT's Project Manager

CONSULTANT shall provide a Project Manager to coordinate CONSULTANT's operations with DISTRICT's Project Manager. CONSULTANT's Project Manager shall be a licensed Professional Engineer in the State of California and shall demonstrate a proven successful track record in the management of design projects for major hospital projects and the production of plans and specifications.

CONSULTANT's Project Manager shall become thoroughly familiar with the Project background and design criteria for the Project

CONSULTANT's Project Manager shall be responsible for the administration and management of CONSULTANT's performance of services under this AGREEMENT, including the assignment and supervision of CONSULTANT's personnel to assure compliance with provisions of this AGREEMENT and the most efficient deployment of resources in view of the fiscal constraints of the Project. He/she shall be responsible for the accuracy and completeness of all submittals to DISTRICT. He/she shall also be responsible for coordination of schedule and efforts between CONSULTANT and its subconsultants to assure the most efficient use of resources. CONSULTANT's Project Manager shall be accessible to DISTRICT's Project Manager at all times during DISTRICT's regular working hours.

9.4 **CONSULTANT'S Project Engineer**

CONSULTANT shall provide a Project Engineer to assist CONSULTANT's Project Manager in coordination of CONSULTANT's operations under this AGREEMENT. CONSULTANT's Project Engineer shall be a licensed Professional Engineer in the State of California and shall demonstrate a proven technical experience with design projects for hospitals, and in the production of plans, and specifications. CONSULTANT's Project Engineer shall become thoroughly familiar with the Project background and design criteria for the Project. CONSULTANT's Project Engineer shall be accessible to DISTRICT's Project Manager at all times during DISTRICT's regular working hours.

9.5 **CONSULTANT's Engineers of Record**

- A. As used in this AGREEMENT, the term "Engineer of Record" shall mean the individual licensed to practice engineering in the State of California who will sign and stamp the final plans, specifications, calculations, and other technical work product prepared by CONSULTANT under this AGREEMENT. As required under Business & Professions Code Section 6735, the plans, specifications, calculations, and other technical work product shall have been prepared by, or under the responsible charge of, CONSULTANT's Engineer of Record. Attention is directed to Section 404.1 of Title 16, Division 5 of the California Code of Regulations for the definition of "responsible charge" and the Engineer of Record's obligations regarding same.
- B. Each of CONSULTANT's Engineers of Record shall have sufficient and relevant experience and qualifications to serve in such capacity for the applicable portion of CONSULTANT's work. At a minimum, an Engineer of Record shall meet the following levels of experience and qualifications:
 - 1) The Engineer(s) of Record in charge of the electrical engineering design and whose signatures and stamps appear on the final plans shall be licensed Electrical Engineers in the State of California and shall demonstrate extensive experience and proven successful track records in the design of Hospitals as applicable to their assignments of the project, and in production of plans, specifications and

estimates. They shall become thoroughly familiar with the Project background and design criteria for the Project.

- 2) The Engineer(s) of Record in charge of the Mechanical design, if required, and whose signatures and stamps appear on the final plans shall be licensed Mechanical Engineers in the State of California and shall demonstrate experience and proven successful track records in the design of Hospitals, as applicable to their assignments on the project, and production of plans, specifications and estimates. They shall become thoroughly familiar with the Project background and design criteria for the Project.

9.6 CONSULTANT's Design Engineers

The engineering staff assigned to the Project shall be experienced in acute care facility design as required by their assignments on the Project. In addition, all engineering staff utilized shall become thoroughly familiar with the project background and design criteria for the Project.

9.7 Consultant's Drafting Staff

CONSULTANT's drafting staff shall be thoroughly proficient with AutoCAD Release 2011, become thoroughly familiar with project-specific CAD drafting standards and requirements, have experience and a proven successful track record in contract plan production, and have a good understanding of project final submittal format requirements.

10. CHANGES

- 10.1 DISTRICT may, at any time, by written order, make changes within the general scope of work and services described in this AGREEMENT. If such changes cause an increase to the ceiling price of or the time required for performance of the agreed-upon work or otherwise affect any other terms of this AGREEMENT, an equitable adjustment as mutually agreed shall be made in the limit on compensation as set forth in Section 18, COMPENSATION, or in the time of required performance as set forth in Section 3, SCHEDULE AND TIME OF COMPLETION, or both. In the event that CONSULTANT encounters any unanticipated conditions or contingencies that may affect the scope of work or services and result in an adjustment in the amount of compensation specified herein, CONSULTANT shall so advise DISTRICT immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in compensation. This notice shall be given to DISTRICT prior to the time that CONSULTANT performs work or services related to the proposed adjustment in compensation. If approved by DISTRICT, the pertinent changes shall be expressed in a written supplement to this AGREEMENT prior to implementation of such changes.

CONSULTANT's failure to timely supply the written notice specified herein shall constitute a waiver of CONSULTANT's entitlement to an adjustment in compensation and/or time based on the unanticipated condition or contingency.

10.2 CONSULTANT shall carefully and regularly monitor the deployment of its resources so that the budgeted levels of effort for each task set forth in the Cost Proposal in **Exhibit B** are not exceeded. CONSULTANT shall not exceed the budget for any task without first obtaining the written approval of DISTRICT. Any and all costs of CONSULTANT that exceed the task amounts set forth in **Exhibit B** will not be paid by DISTRICT unless DISTRICT has first provided written approval of the overage. Such approval, if given, may not in any case authorize exceeding the overall not-to-exceed amount set forth in Section 17, COMPENSATION.

11. RESPONSIBILITY: INDEMNIFICATION

CONSULTANT shall indemnify, defend and hold harmless DISTRICT, its directors, officers, agents, and employees to the maximum extent permitted by law from and against any and all claims, demands, actions, causes of action, damages, liability, obligation, costs and expenses of any kind whatsoever, including (without limitation) those for personal injuries (including, but not limited to death, bodily injury, emotional or mental distress and loss of consortium), property damage or pecuniary, financial or economic loss of any kind whatsoever to the extent that they are caused by any breach of CONSULTANT's obligations under this AGREEMENT, willful misconduct, or the negligent provision or omission of services contemplated by this AGREEMENT by CONSULTANT or its employees, or parties contracting with CONSULTANT or agents. CONSULTANT further agrees to defend any such claims, demands, actions, or causes of actions for any damages, injuries or losses whatsoever, and pay charges of attorneys and other costs and expenses arising therefrom or incurred in connection therewith; and if any judgment be rendered against DISTRICT or any of the other individuals enumerated above in any such action, CONSULTANT shall, at CONSULTANT's expense, satisfy and discharge the same to the extent that they are covered by the above Agreement to indemnify.

To the extent permitted by Civil Code 2782.8, CONSULTANT's duty to defend shall further apply and be enforced even if it is contended the acts, omissions or failures to act of parties other than CONSULTANT, including DISTRICT and the individuals enumerated above, caused or contributed to the losses, injuries or damages claimed.

For the purposes of this Section, the term "losses" means all amounts paid to settle or satisfy any judgments or awards plus reasonable amounts paid on account of attorneys' fees, court costs and other costs and expenses relating to the investigation, defense, satisfaction and/or settlement of such claims.

This provision is intended to be applied to the fullest extent allowed under the law and, if any portion of it is found to be void or unenforceable, the remainder is to be severable and enforceable.

12. INSURANCE PROVISIONS

12.1 **Types of Insurance** The policies and minimum amount of insurance to be carried by CONSULTANT shall be as follows:

A. Workers' Compensation and Employer's Liability Insurance

- 1) CONSULTANT shall procure and maintain at all times during the performance of such work Workers' Compensation Insurance in

conformance with the laws of the State of California and federal laws where applicable. Employer's Liability Insurance shall not be less than One Million Dollars (\$1,000,000) for each accident and One Million Dollars (\$1,000,000) for each disease.

- 2) The policy shall contain a waiver of subrogation in favor of DISTRICT and its officers, directors, employees, volunteers and agents while acting in such capacity and their successors and assignees as they now or as they may hereafter be constituted, singly, jointly or severally.

B. Commercial General and Automobile Liability Insurance

- 1) *Commercial General Liability Insurance.* CONSULTANT shall, at its own cost and expense, also procure and maintain at all times during the performance of this Agreement Commercial General Liability Insurance providing bodily injury and property damage coverage with a combined single limit of at least One Million Dollars (\$1,000,000) each occurrence or claim and a general aggregate limit of at least Two Million Dollars (\$2,000,000). This insurance shall include but not be limited to premises and operations, contractual liability covering the indemnity provisions contained in this Agreement, personal injury, products and completed operations, and broad form property damage, and include a Cross Liability endorsement.
- 2) *Business Automobile Liability.* CONSULTANT shall, at its own cost and expense, procure and maintain at all times during the performance of this Agreement Business Automobile Liability Insurance providing bodily injury and property damage with a combined single limit of at least One Million Dollars (\$1,000,000) per occurrence for all owned, non-owned and hired automobiles. This insurance shall provide contractual liability covering all motor vehicles and mobile equipment to the extent coverage may be excluded from general liability insurance.

C. Professional Liability Insurance. CONSULTANT shall maintain Professional Liability Insurance covering CONSULTANT's performance of services under this Agreement with a limit of liability of at least Five Million Dollars (\$5,000,000) for any one claim and Five Million Dollars (\$5,000,000) annual aggregate. This insurance shall be applicable to claims arising from the work performed under this Agreement and during construction and construction warranty periods. The insurance shall not include any prior acts exclusion.

12.2 **General Insurance Requirements**

A. Evidence of Insurance. Prior to commencing work or entering onto the property, CONSULTANT shall file a Certificate of Insurance with DISTRICT evidencing the foregoing coverages with respect to the insurance, including the following endorsements:

- 1) That the insurance company(ies) issuing such policy(ies) shall give written notice to DISTRICT of any material alteration or reduction

in aggregate limits, if such limits apply, and provide at least thirty (30) days' notice of cancellation or nonrenewal.

- 2) That the policy(ies) is(are) Primary Insurance and the insurance company(ies) providing such policy(ies) shall be liable thereunder for the full amount of any loss or claim that CONSULTANT is liable for under this section, up to and including the total limit of liability, without right of contribution from any other insurance effected or which may be effected by the DISTRICT.
- 3) That, with respect to coverages described in Section 12.1.A and B above, such insurance shall include as additional insured the DISTRICT and its respective directors, officers, employees and agents while acting in such capacity, and their successors or assignees, as they now or as they may hereafter be constituted, singly, jointly or severally.
- 4) That, with respect to coverages described in Section 12.1.A and B above, the policies shall also contain either a cross liability endorsement or severability of interests clause and stipulate that inclusion of the DISTRICT as additional named insured shall not in any way affect its rights either as respects any claim, demand, suit or judgment made, brought or recovered against CONSULTANT. Said policy shall protect CONSULTANT and DISTRICT in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the insurance company's liability as set forth in its policy beyond the amount or amounts shown or to which the insurance company would have been liable if only one interest had been named as an insured.

B. Acceptable Insurance. All policies shall be issued by insurers acceptable to DISTRICT. This insurance shall be issued by an insurance company or companies authorized to do business in the State of California with minimum "Best's" rating of B+ and with minimum policyholder surplus of Twenty Five Million (\$25,000,000) or a company acceptable to District in its sole discretion. All policies shall be issued in a form satisfactory to the General Manager of DISTRICT and shall be issued specifically as primary insurance.

C. Failure to Procure or Maintain Insurance. The failure to procure or maintain required insurance and/or an adequately funded self-insurance program acceptable to DISTRICT will constitute a material breach of this AGREEMENT.

D. Terms of Policies. All insurance specified above shall remain in force until all work to be performed is satisfactorily completed unless as indicated otherwise in this AGREEMENT.

E. CONSULTANT shall not violate or permit to be violated any conditions or provisions of said policies of insurance, and at all times shall satisfy requirements of the insurer for the purpose of maintaining said insurance in effect.

- F. If any claim is made by any third person against CONSULTANT on account of any incident, CONSULTANT shall promptly report the fact in writing to DISTRICT, giving full details of the claim.
- G. CONSULTANT shall promptly notify DISTRICT of all professional liability claims asserted against CONSULTANT that have an estimated settlement value in excess of the policy. If the amount of professional liability insurance is reduced by other claims, CONSULTANT shall procure such additional insurance to restate the limits as required under this AGREEMENT.
- H. Claims-Made Insurance. If any insurance specified in Section 11.1 is provided on a claims-made basis, then in addition to the specified coverage requirements, such policy shall provide that:
- 1) Policy retroactive date coincides with or precedes CONSULTANT's start of work (including subsequent policies purchased as renewals or replacements).
 - 2) CONSULTANT will make every effort to maintain similar insurance for at least three (3) years following project completion, including any applicable requirement of including all additional insureds.
 - 3) If insurance is terminated for any reason, CONSULTANT agrees to purchase an extended reporting provision of at least three (3) years to report claims arising from work performed in connection with this AGREEMENT.
 - 4) Policy allows for reporting of circumstances or incidents that might give rise to future claims.

13. CONFLICT OF INTEREST

CONSULTANT shall not undertake any work under construction or construction management and inspection support contracts for the MRI Installation Project.

CONSULTANT shall comply with the Code of Professional Conduct for Professional Engineers set forth at California Code of Regulations, Title 16, Division 5, Section 475, as said Code may be amended from time to time.

CONSULTANT represents and warrants that it presently has no interest and agrees that it will not acquire any interest that would present a conflict of interest under California Government Code §§ 1090 *et seq.* or §§ 87100 *et seq.* during the performance of services under this AGREEMENT. CONSULTANT shall promptly disclose any actual or potential conflict of interest to DISTRICT as soon as CONSULTANT becomes aware of such conflict. CONSULTANT further covenants that it will not knowingly employ any person having such an interest in the performance of this AGREEMENT. Violation of this provision may result in this AGREEMENT being deemed void and unenforceable.

Depending on the nature of the work performed, CONSULTANT may be required to publicly disclose financial interests under DISTRICT's Conflict of Interest Code. CONSULTANT agrees to promptly submit a Statement of Economic Interest on the form provided by DISTRICT upon receipt.

No person previously in the position of Director, Officer, employee or agent of DISTRICT may act as an agent or attorney for, or otherwise represent, CONSULTANT by making any formal or informal appearance, or any oral or written communication, before DISTRICT or any Officer or employee of DISTRICT for a period of 12 months after leaving office or employment with DISTRICT if the appearance or communication is made for the purpose of influencing any action involving the issuance, amendment, award or revocation of a permit, license, grant or contract.

14. CIVIL RIGHTS REQUIREMENTS

In addition to other nondiscrimination requirements included in this AGREEMENT, CONSULTANT agrees to comply with the following:

14.1 Nondiscrimination

In accordance with Title VI of the Civil Rights Act, as amended, 42 USC §2000 (d), Section 303 of the Age Discrimination Act of 1975, as amended; 42 USC §6102, Section 202 of the Americans with Disabilities Act of 1990; 42 USC §12132; and 49 USC §5332, CONSULTANT agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, CONSULTANT agrees to comply with applicable federal implementing regulations and other implementing requirements the Federal Highway Administration (FHWA) may issue.

During performance of this agreement, CONSULTANT and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), medical history, age (over 40), genetic information, marital status, gender, gender identity, gender expression, and denial of family care leave. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 Title 2 of the California Code of Regulations, are incorporated into this AGREEMENT by reference and made a part hereof as set forth in full. CONSULTANT and its subconsultants shall give written notice of their obligations under this section to labor organizations with which they have a collective bargaining or other agreement. In addition, CONSULTANT agrees to comply with applicable federal implementing regulations and other implementing requirements the Federal Highway Administration (FHWA) may issue.

CONSULTANT shall include the nondiscrimination and compliance provisions of this section in all subcontracts to perform work under this AGREEMENT.

14.2 Equal Employment Opportunity

The following equal employment opportunity requirements apply to this AGREEMENT:

A. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 USC §2000(e), CONSULTANT agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, *Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor*, 41 CFR Parts 60 *et seq.* (which implement Executive Order No. 11246, *Equal Employment Opportunity*, as amended by Executive Order No. 113 75, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, 42 USC §2000 (e) note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of the Project.

During the performance of this AGREEMENT, CONSULTANT agrees as follows:

- 1) CONSULTANT will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. CONSULTANT will take affirmative actions to ensure that applicants are employed and that employees are treated during their employment without regard to their race, religion, color, sex, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 2) CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- 3) CONSULTANT will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of CONSULTANT's commitments under this section, and shall post copies of the notices in conspicuous places available to employees and applicants for employment.

15. RELEASE OF INFORMATION

- 15.1 All financial, statistical, personal, technical, or other data and information relative to DISTRICT's operations, and specifically, the improvements contemplated by this AGREEMENT and made available to CONSULTANT in order to carry out this AGREEMENT, shall be protected by CONSULTANT from unauthorized use

and disclosure, and shall not be disclosed to any third parties without DISTRICT's express written permission.

15.2 Permission by DISTRICT to disclose information on one occasion relating to this AGREEMENT shall not authorize CONSULTANT to further disclose such information or disseminate the same on any other occasion.

15.3 CONSULTANT shall not comment publicly to third parties, including the press or any other media, regarding this AGREEMENT or DISTRICT's actions on the same, except to DISTRICT's staff, CONSULTANT's own personnel involved in the performance of this AGREEMENT, at public hearings, or in response to questions from a Legislative committee.

DISTRICT's Public Information Director is the authorized spokesperson for all media inquiries concerning DISTRICT. CONSULTANT shall refer any inquiry of the news media to the Public Information Director. CONSULTANT shall not communicate regarding DISTRICT, the Project and this AGREEMENT with any representatives of the media, including, but not limited to, journalists, reporters, technical writers, and freelance writers, without the prior written authorization of DISTRICT, as exercised in DISTRICT's sole discretion.

It is expressly understood and agreed that the above provisions equally pertain to all subconsultants to CONSULTANT with respect to their receipt of any inquiries from the media pertaining to DISTRICT, the Project or this AGREEMENT.

15.4 CONSULTANT shall not refer to DISTRICT, the Project or this AGREEMENT in any advertising or promotional materials without DISTRICT's prior written consent. CONSULTANT shall obtain DISTRICT's written consent prior to the publication of any materials prepared by CONSULTANT or any of its employees and agents pertaining to DISTRICT, the Project, or this AGREEMENT. CONSULTANT agrees that published information regarding such topics shall be factual only and in no way shall imply that DISTRICT endorses CONSULTANT's firm, service or product.

CONSULTANT and its employees and agents shall not use any images of DISTRICT, including its Work, with respect to this AGREEMENT in any current and future media format, including, but not limited to, promotional or business development photographs or videos, website postings, CD-ROMs, and any other form of publication (magazines, annual reports, etc.) without DISTRICT's prior written consent, as exercised in DISTRICT's sole discretion. If consent is granted, CONSULTANT shall comply with all requirements of DISTRICT regarding filming and still photography.

CONSULTANT and its employees and agents shall not make any speeches or presentations that mention Project or include images of Project without DISTRICT's prior written consent.

CONSULTANT and its employees and agents shall not author any technical papers or reports for publication or distribution that discuss the project without DISTRICT's prior written consent.

It is expressly understood and agreed that the above provisions pertain equally to all subconsultants and suppliers to CONSULTANT with respect to DISTRICT, the Project and this AGREEMENT.

15.5 All information related to the construction estimate is confidential and shall not be disclosed by CONSULTANT to any entity other than DISTRICT.

15.6 Any subcontract entered into as a result of this AGREEMENT shall contain all the provisions of this Section 15.

16. INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit DISTRICT and its representatives to review and inspect the project activities at all reasonable times during the performance period of this AGREEMENT.

17. COMPENSATION

17.1 The payment for services under this AGREEMENT will be based on time and materials with a not-to-exceed amount. The CONSULTANT agrees to perform all of the services included in Section 2 for a total all inclusive sum not-to-exceed amount of Five Hundred Fourteen Thousand Four Hundred Twenty Five (\$514,425), in accordance with Exhibits A and B. The total all inclusive sum shall include all labor, materials, taxes, profit, overhead, insurance, subcontractor costs and all other costs and expenses incurred by the Consultant. The not-to-exceed amount is not guaranteed. Rather, payment will be for time actually worked. The hourly rate by personnel category shall be as set forth in Exhibit B. The DISTRICT will pay the CONSULTANT in accordance with Section 18.

17.2 CONSULTANT shall be reimbursed for actual allowable travel expenses incurred in the performance of this work upon submittal of receipts. Only coach class airfare will be reimbursed. Private cars shall be reimbursed at the current reimbursement mileage rate published by the U.S. Internal Revenue Service or, if a rental car is used, at the mid-range rental car rate while traveling away from CONSULTANT's headquarters, which are hereby designated as office locations listed in **Exhibit B**.

Lodging, meal and incidental expense costs shall not exceed the maximum reimbursable allowances published by U.S. General Services Administration (GSA) for each Federal Fiscal Year beginning October 1. The maximum reimbursable allowances published by GSA can be found at <http://www.gsa.gov>.

17.3 Total expenses reimbursed made under this AGREEMENT shall not exceed the sum of Eight Thousand Dollars and Zero Cents (\$8,000).

17.4 CONSULTANT's attention is directed to Section 9, CHANGES, of this AGREEMENT regarding CONSULTANT's obligations with respect to any adjustment of the not-to-exceed maximum with regard to CONSULTANT's compensation for the Project.

18. MANNER OF PAYMENT

18.1 By the tenth (10th) working day of the following month, CONSULTANT shall submit invoices and receipts to DISTRICT for services performed and reimbursable

expenses incurred during the previous month. DISTRICT shall render payment for all undisputed invoices within thirty (30) days following receipt of approved invoices.

Invoices shall describe in detail the services rendered by CONSULTANT and state the number of hours, and applicable hourly rate of each person. Hourly rates per personnel category shall be in accordance with the CONSULTANT's Cost Proposal in **Exhibit B**. The hourly labor rates set forth in **Exhibit B**, including those of CONSULTANT and subconsultants, shall remain in effect for the duration of this AGREEMENT.

For CONSULTANT's personnel assigned to the project, DISTRICT and CONSULTANT will jointly review, on an annual basis, proposed salary increases. CONSULTANT and its subconsultants shall submit to DISTRICT written justification supporting any proposed labor rate increases and shall obtain DISTRICT approval of such increases prior to billing them in CONSULTANT invoices under this AGREEMENT. Under this AGREEMENT, labor rate increases for CONSULTANT's personnel assigned to the Project, if any, may be made no more frequently than once a year.

- 18.2 In the event that DISTRICT disputes an invoice, it will pay only the undisputed amount and will notify CONSULTANT within ten days of receipt of invoice of any dispute. CONSULTANT must continue work during the pendency of any dispute over an invoice. The parties' Project Managers will meet and confer and attempt to resolve amicably any dispute over an invoice. If they are unable to resolve such a dispute, the matter will be elevated to management. DISTRICT management's determination over a disputed invoice will be final and additional dispute will be resolved pursuant to Section 25.

19. ORDER OF PRECEDENCE

In the event of an inconsistency among the components of this AGREEMENT, the following order of precedence shall apply:

1. Duly executed amendments to this AGREEMENT;
2. This AGREEMENT;
3. Exhibit A, the RFP;
4. Exhibit B, CONSULTANT's Proposal.

20. ASSIGNMENT

CONSULTANT shall not assign any rights or transfer any obligations under this AGREEMENT without the prior written consent of DISTRICT.

21. MAINTENANCE, AUDIT AND INSPECTION OF RECORDS

All CONSULTANT and subconsultant costs incurred in the performance of this AGREEMENT will be subject to audit. CONSULTANT and its subconsultants shall permit DISTRICT, the State Auditor, or their authorized representatives, to inspect, examine, make excerpts from, transcribe, and copy CONSULTANT's books, work, documents, papers, materials, payrolls records, accounts, and any and all data relevant to this AGREEMENT at any reasonable time, and to audit and verify statements, invoices or

bills submitted by CONSULTANT pursuant to this AGREEMENT. CONSULTANT shall also provide such assistance as may be required in the course of such audit.

For the purpose of determining compliance with Public Contract Code 10115, et seq., and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONSULTANT, subconsultants and DISTRICT shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of services under this AGREEMENT, including but not limited to, the costs of administering AGREEMENT. All parties shall make such materials available at their respective offices at all reasonable times during the AGREEMENT period and for four (4) years from the date of final payment under AGREEMENT.

If, as a result of the audit, it is determined by DISTRICT that reimbursement of any costs including profit or fee under this AGREEMENT was in excess of that represented and relied upon during price negotiations or represented as a basis for payment, CONSULTANT agrees to reimburse DISTRICT for those costs within sixty (60) days of written notification by DISTRICT.

22. DISTRICT WARRANTIES

DISTRICT makes no warranties, representations, or agreements, either express or implied, beyond such as are explicitly stated herein.

23. SUSPENSION AND TERMINATION

DISTRICT shall have the right to suspend or to terminate this AGREEMENT at any time by giving written notice to CONSULTANT. In the event of suspension or termination for any reason other than the fault of CONSULTANT, CONSULTANT shall be compensated in accordance with the provisions of Section 19, MANNER OF PAYMENT, for the services performed to date of such suspension or termination, plus any reasonable costs and expenses resulting from such suspension or termination. If, in the event of suspension, the project is resumed after being suspended for more than three months, CONSULTANT's compensation shall be subject to renegotiation. If the project is resumed within the period of three months following notification of suspension, there shall be no change in CONSULTANT's compensation.

In the event of termination for reason of CONSULTANT's breach or default in the performance of any of CONSULTANT's obligations under this AGREEMENT, CONSULTANT shall be compensated in accordance with the provisions of Section 18, COMPENSATION, only for those services already performed and expenses incurred in full accordance with the requirements of this AGREEMENT up to the effective date of termination, less an estimate reasonably made by DISTRICT of the amount of damages DISTRICT has or will suffer as a result of CONSULTANT's breach or default.

Whether terminated for convenience or breach, the DISTRICT shall not in any manner be liable for the CONSULTANT's actual or projected lost profits had the CONSULTANT completed the services required by this Agreement.

24. NOTICES

All communications relating to the day-to-day activities of the Project shall be exchanged between DISTRICT's Project Manager, Stephen Lyon, and CONSULTANT's Project Manager, _____.

All notices and communications regarding interpretation of the terms of this AGREEMENT and changes thereto shall be in writing and may be given by personal delivery to a representative of the parties or by mailing the same, postage prepaid, addressed as follows:

Stephen Lyon, Assoc. AIA, LEED AP
Senior Project Manager
350-A Coral St. Santa Cruz, CA 95060
Cell: 831.601.4718 | www.bogardconstruction.com



If to DISTRICT:

If to CONSULTANT: Tansy Bowermaster AIA,
ACHA, NCARB
PRINCIPAL
tbowermaster@treanor.design
o 503.512.5809
d 415.238.0514

The address to which mailings are to be made may be changed from time to time by notice mailed as described above. Any notice given by mail shall be deemed given on the day after that on which it is deposited in the United States Mail as provided above.

25. DISPUTE RESOLUTION

In the event of a dispute between DISTRICT and CONSULTANT concerning any question of fact in connection with the work performed under this AGREEMENT, the parties shall meet and confer and make good faith efforts to resolve the dispute before resorting to any legal action. CONSULTANT must file a Government Claim Form prior to initiating any legal action.

26. ATTORNEYS' FEES

If any legal proceeding should be instituted by either of the parties hereto to enforce the terms of this AGREEMENT or to determine the rights of the parties thereunder, the prevailing party in said proceeding shall recover, in addition to all court costs, reasonable attorneys' fees.

27. BINDING ON SUCCESSORS

All of the terms, provisions, and conditions of this AGREEMENT shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, and legal representatives.

28. APPLICABLE LAW

This AGREEMENT, its interpretation, and all work performed thereunder shall be governed by the laws of the State of California.

29. WAIVER

Any waiver of any breach or covenant of this Agreement must be in a writing executed by a duly authorized representative of the party waiving the breach. A waiver by any of the parties of a breach or covenant of this Agreement shall not be construed to be a waiver of any succeeding breach or any other covenant unless specifically and explicitly stated in such waiver.

30. SEVERABILITY

If any provision of this Agreement shall be deemed invalid or unenforceable, that provision shall be reformed and/or construed consistently with applicable law as nearly as possible to reflect the original intentions of this Agreement; and in any event, the remaining provisions of this Agreement shall remain in full force and effect.

31. NO THIRD PARTY BENEFICIARIES

This Agreement is not for the benefit of any person or entity other than the parties.

32. ENTIRE AGREEMENT; MODIFICATION

This Agreement, including any attachments, constitutes the entire Agreement between the parties with respect to the subject matter hereof, and supersedes any prior understanding or agreement, oral or written, with respect to such subject matter. It may not be amended or modified except by a written amendment executed by authorized representatives by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT by their duly authorized officers as of the day and year first above written.

DISTRICT:
SALINAS VALLEY HEALTH

CONSULTANT:

By: _____

President, Board of Directors

By*: _____

By*: _____

:

By: _____

SALINAS VALLEY HEALTH, Chief Executive Officer

** If CONSULTANT is a corporation, this AGREEMENT must be executed by two corporate officers, consisting of: (1) the President, Vice President or Chair of the Board, and (2) the Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer.*

In the alternative, this AGREEMENT may be executed by a single officer or a person other than an officer provided that evidence satisfactory to District is provided demonstrating that such individual is authorized to bind the corporation (e.g., a copy of a certified resolution from the corporation's board or a copy of the corporation's bylaws).



Salinas Valley Health Medical Center

REQUEST FOR PROPOSALS FOR
DESIGN & ENGINEERING SERVICES

MRI INSTALLATION

CIP 01.1250.3780

ORIGINAL COPY

09 August 2024



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1. COVER LETTER

August 9, 2024



Dave Sullivan; Bogard Construction
535 E Romie, Suite 6
Salinas, CA 93901

RE: Salinas Valley Health Medical Center - MRI INSTALLATION CIP 01.1250.3780

Dear Members of the Selection Committee:

Treanor has provided healthcare planning and design services in the Bay Area for almost 40 years. We are focused, committed, and responsive to our client's small project needs. As part of a larger national Health studio, we also bring a deep bench of experience and support to every project.

I personally spent two days a week for several years working on projects at Salinas Valley and know the campus well. Our MRI-specific experience includes a multiple-site study for system-wide MRI Upgrades for Stanford Health Care and Lucile Packard Children's Hospital with Mazzetti. We also worked on an MRI project within the New Stanford Hospital and have completed scores of other imaging room projects throughout the Bay Area.

Our proposed team of Treanor, Mazzetti and Buehler has worked on many complex projects in existing California hospitals together.

The proposed team of Treanor, Mazzetti and Buehler has worked on many complex projects in existing hospitals together. We understand the due diligence required to make a project successful in older buildings such as the 1989 Cardiac Center North building. We have experience with older versions of the code, and how to work with conditions and demonstrate constraints to OSHPD / HCAI and the contractor for ease of plan review and construction.

We have ongoing work with Buehler in Santa Cruz, King City and Hollister, and excellent relationships with OSHPD / HCAI. We approach every project with the goal of creating a successful team that includes consultants, the hospital, equipment vendors, and the contractor. We pride ourselves in being responsive and always focused on what is best for the client and the project. We would love to work with you on this important project.

As a partner of the firm with authority to negotiate and contractually bind the firm, I am acknowledging acceptance of the Sample Agreement and receipt of Addendum A. This proposal, including scope and cost, will be available for 90 calendar days for your consideration and approval. We have current capacity within our studio to accommodate this project and are not aware of any conflicts of interest.

Best regards,

A handwritten signature in blue ink that reads "Tansy".

Tansy Bowermaster, AIA, ACHA, NCARB
PRINCIPAL | HEALTHCARE ARCHITECT
351 California Street, Suite 800
San Francisco, CA 94104
tbowermaster@treanorhl.com
415.238.0514

SALINAS VALLEY HEALTH MEDICAL CENTER

SALINAS VALLEY HEALTH
Salinas, California

ADDENDUM A TO THE RFP FOR MRI INSTALLATION

ISSUED: July 23, 2024

This Addendum A must be signed by the proposer and included in the response documents submitted for this Project. Salinas Valley Health reserves the right to disregard any proposal, which does not include this Addendum. Salinas Valley Health may waive this requirement at its sole discretion.

SEE ATTACHED ADDENDUM ITEM

Prepared By:

David Sullivan  Digitally signed by David Sullivan
DN: C=US, E=dsullivan@bogardconstruction.com,
O=Bogard Construction, CN=David Sullivan
Date: 2024.07.23 13:51:24-0700'

David Sullivan
Owner's Designated Representative

PROPOSER'S CERTIFICATION

I acknowledge receipt of this Addendum A and accept all conditions contained herein.



Proposer's Signature

7/24/24

Date

Treanor

Name of Company

Please return this signed page to Dave Sullivan at SVH as soon as possible to confirm receipt of this addendum. Please email as a PDF to dsullivan@bogardconstruction.com.

ISSUED
7/23/2024

ADDENDUM A
MRI INSTALLATION

SVH

Page 1 of 4

2. QUALIFICATIONS

PROJECT TEAM

TREANOR Architect

Treanor has been providing planning and design services to healthcare clients for more than 60 years, including almost 40 years in the Bay Area. With a client-focused approach to programming and design, we combine design best practices, care environment trends and evolving technologies to optimize efficiency and adaptability to future needs.

All subconsultants selected for this team have experience working in active hospitals on similar projects. This team works well together, and we know that the individuals on our team understand the complexities of this project.

PROPOSED CONTRACTING RELATIONSHIP:

We are proposing a standard team approach with the architect holding the prime contract with the client and sub-consultants tied to the contract through an AIA consultant agreement.

BUEHLER ENGINEERING Structural Engineer

Buehler has been engineering structural healthcare solutions for more than four decades. Our staff of 50+ California-licensed Structural Engineers hold deep and comprehensive experience on healthcare projects of all types, including renovations, new hospitals, equipment anchorages, medical office buildings, Special Seismic Certifications for critical equipment, and structural plan reviews.

Buehler has held a Master Agreement with HCAI-OSHPD to provide structural plan review services since 1998. We know California healthcare processes and design standards.

Recent clients of Buehler include Salinas Valley Hospital, Community Hospital of the Monterey Peninsula, and Dominican Hospital, as well as Stanford Health, UCSF, Sutter Health, Indian Health Services, United Health Services, Kaiser, Dignity Health, Fremont-Rideout Health Group, Banner Health, Lodi Memorial, Eureka Methodist Hospital, Oroville Hospital, and Colusa Hospital.

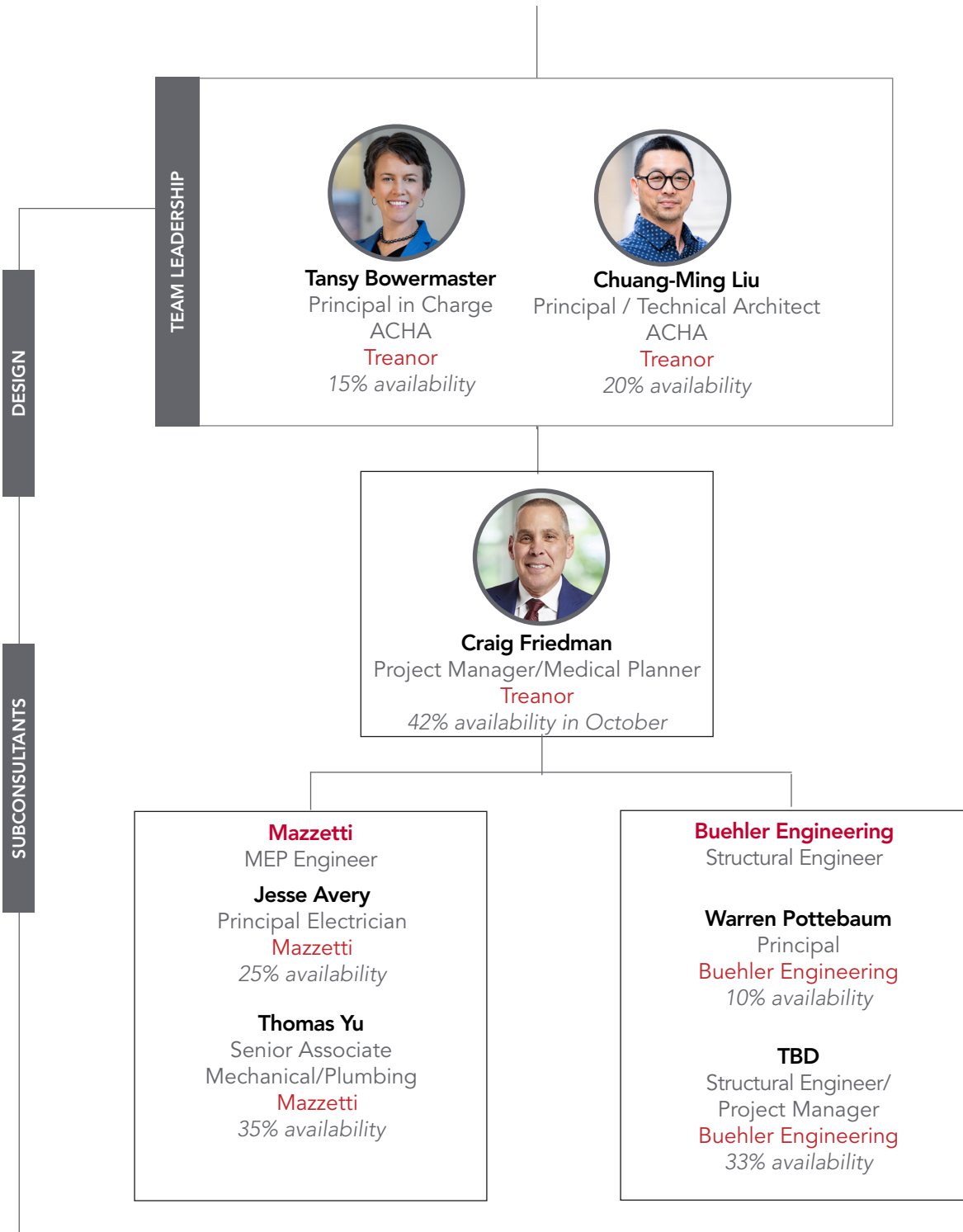
MAZZETTI MEP Engineer

Mazzetti is a global provider of MEP engineering design and technology consulting. Their vision is to make the world a better place by creating better (healthier) environments. Their deepest expertise is in Healthcare—energy-intensive, critical systems. The world is changing, and built environments need to adapt to those changes. Through their unique vision, they plan innovative, technologically advanced buildings rooted in local culture, climate, and economy. Mazzetti designs healthy, sustainable spaces that reflect clients' values resulting in resilient buildings far into the future.

IR CT 2 Stanford Medical Center



KEY PERSONNEL



ATTACHMENT B
STATEMENT OF QUALIFICATIONS
MRI INSTALLATION PROJECT

1. Firm name: Treanor, Inc.

2: Business Address: 351 California Street, Suite 800, San Francisco, CA 94104

3. Firm Established (year): 1981 Telephone: 415.773.0773
 Fax: 888-831.5148
 Email: tbowermaster@treanor.design
 Website: treanor.design

4. Type of Organization: (check one) Sole Proprietorship ()
 Partnership ()
 Corporation (X)
 Joint Venture ()

5. Key Personnel

Name Title Degree or Certification Institution Registration

Tansy Bowermaster, Principal-in-Charge, AIA, ACHA, NCARB, Architectural Studies, College of Built Environments University of Washington, Seattle | Registered Architect CA, OR, WA

Chuang-Ming Liu, Associate Principal, AIA, ACHA, LEED AP, EDAC, MBA, Design Strategy California College of Arts, San Francisco Master of Architecture, University of Illinois at Urbana-Champaign Bachelor of Science, Construction Engineering National Taiwan University of Science and Technology | Registered Architect CA

6. Average staff employed in your home office (average of past 5 years):


Architects:	<u>5</u>
Structural Engineers:	<u>N/A</u>
Mechanical Engineers:	<u>N/A</u>
Electrical Engineers:	<u>N/A</u>
Civil Engineers:	<u>N/A</u>
Drafting Technicians:	<u>3</u>
Clerical:	<u>N/A</u>
Other:	<u>7</u>

7. Provide at least three (3) references that SALINAS VALLEY HEALTH may contact:

Michelle Nip, Stanford Health Care, mnip@stanfordhealthcare.org,
 Rena Salamacha, CEO Mee Memorial Hospital, rsalamacha@meememorial.com
 Frank Gee, Chinese Hospital San Francisco, frankg@chasf.org

8. Provide at least three (3) contractor references that SALINAS VALLEY HEALTH may contact:

Rodney Terra, FTG Builders, Rodney@FTGBuilders.com
Nicole Blakeney, Envision Construction & Design, Inc., nicoleb@envisioncdi.com
Anthony Rusca , Peacock Construction, arusca@peacockconstruction.com

Signature:  _____ Date: August 07, 2024

Printed Name: Tansy Bowenmaster

Title: Principal

ATTACHMENT B (CONT.)
PROJECT INFORMATION SHEET
MRI INSTALLATION PROJECT

Please complete a Project Information Sheet for each project listed in the Statement of Qualifications. If construction is not complete, give project status instead of completion date.

Project: MRI Upgrade Completion Date: 2020
Location: Palo Alto, CA Gross Sq. Feet: 1,060
Owner: Stanford Health Care Number of Spaces: 3
Owner's Representative: _____ Construction Cost: \$325,157

Description: _____
Completion of an MRI space in the New Stanford Hospital including new equipment
Treanor (as The Stinnett Group) and Mazzetti were on the project team.

Owner/Representative Phone Number: (650) 313-7965
Contract Method (lump sum, negotiated, design build, multiple-prime, other):
Pre-qualified Design-Bid-Build

General Contractor: Envision

Project Manager: Nicole Blakeney Superintendent: Cyrus Metzger

Architect: The Stinnett Group (now Treanor)

Principal: Tansy Bowermaster Project Manager: Thien Mac

Structural Engineer: Degenkolb

Principal: James Liu Project Manager: Travis Chrupalo

Mechanical Engineer: Mazzetti

Principal: Brian Hans Project Manager: Angelica Chow

Electrical Engineer: Mazzetti

Principal: Jesse Avery Project Manager: Anjali Wale

Other (as appropriate): _____

Principal: _____ Project Manager: _____
(provide additional sheets if necessary)

ATTACHMENT B (CONT.)
PROJECT INFORMATION SHEET
MRI INSTALLATION PROJECT

Please complete a Project Information Sheet for each project listed in the Statement of Qualifications. If construction is not complete, give project status instead of completion date.

Project: Dominican Radiology Department Completion Date: 2024
Location: Santa Cruz, CA Gross Sq. Feet: 536 SF
Owner: Dignity Health Number of Spaces: 12
Owner's Representative: Chip Bogaard Construction Cost: \$3,207,080

Description: Phased remodel of an existing radiology department in a 1960's era hospital building including new CT rooms, shielding, and support spaces.
We have also looked at MRI opportunities on this campus with Buehler.

Owner/Representative Phone Number: Chip Bogaard - 831-246-2070
Contract Method (lump sum, negotiated, design build, multiple-prime, other):
Design-Build

General Contractor: _____

Project Manager: Rodney Terra Superintendent: Tony Gonzales

Architect: Treanor

Principal: Tansy Bowermaster Project Manager: Sharmin Pourmogadas

Structural Engineer: Buehler

Principal: Warren Pottebaum Project Manager: Nathan Woo

Mechanical Engineer: Glumac

Principal: Daniel Harper Project Manager: _____

Electrical Engineer: Glumac

Principal: Kyle Pace Project Manager: _____

Other (as appropriate): _____

Principal: _____ Project Manager: _____
(provide additional sheets if necessary)

ATTACHMENT B (CONT.)
PROJECT INFORMATION SHEET
MRI INSTALLATION PROJECT

Please complete a Project Information Sheet for each project listed in the Statement of Qualifications. If construction is not complete, give project status instead of completion date.

Project: Interventional Radiology CT Suite 2 Completion Date: April 2024 (projected)
Location: Palo Alto, CA Gross Sq. Feet: 577 SF
Owner: Stanford Healthcare Number of Spaces: 3
Owner's Representative: Michelle Nip Construction Cost: \$4.04M

Description: The department wanted to grow their Interventional capabilities to take on more caseloads and this project was to add another IR CT room to meet this goal. The IR CT-2 Procedure Room shares a control room with the IR CT-1 Procedure.

Owner/Representative Phone Number: (650) 779-7395
Contract Method (lump sum, negotiated, design build, multiple-prime, other):
Lump Sum

General Contractor: Envision Construction & Design

Project Manager: Nicole Blakeney Superintendent: Cyrus Metzger

Architect: Treanor

Principal: Tansy Bowermaster Project Manager: Thien Mac

Structural Engineer: Estructure

Principal: Tom Wismar Project Manager: Heidi Schloegel

Mechanical Engineer: Oldham Engineering

Principal: Matt Denny Project Manager: Adam Fernandes

Electrical Engineer: Cammissa & Wipf

Principal: Paul O'Connell Project Manager: Mary Grace Canlas

Other (as appropriate): _____

Principal: _____ Project Manager: _____
(provide additional sheets if necessary)

ATTACHMENT B
STATEMENT OF QUALIFICATIONS
MRI INSTALLATION PROJECT

1. Firm name: Buehler Engineering

2: Business Address: 180 Montgomery Street, Suite 1500, San Francisco, CA 94104

3. Firm Established (year): 1946 Telephone: 415.495.1635
 Fax: 916.443.0313
 Email: wpottebaum@buehlerengineering.com
 Website: buehlerengineering.com

4. Type of Organization: (check one) Sole Proprietorship ()
 Partnership ()
 Corporation (X)
 Joint Venture ()

5. Key Personnel

<u>Name</u>	<u>Title</u>	<u>Degree or Certification</u>	<u>Institution</u>	<u>Registration</u>
Warren Pottebaum, SE	Principal	MS, Structural Engineering	University of California, Berkeley	Structural Engineer California No. 4791
		BS, Civil Engineering	University of Southern California	Civil Engineer California No. 59174

6. Average staff employed in your home office (average of past 5 years):

Architects:	<u>0</u>
Structural Engineers:	<u>45</u>
Mechanical Engineers:	<u>0</u>
Electrical Engineers:	<u>0</u>
Civil Engineers:	<u>15</u>
Drafting Technicians:	<u>15</u>
Clerical:	<u>10</u>
Other:	<u>15</u>

7. Provide at least three (3) references that SALINAS VALLEY HEALTH may contact:

FTG Builders | Rodney Terra | rodney@ftgbuilders.com | 408.710.2967

Avila Construction | Chris Chinn | chris@avilaconst.com | 831.582.8124

Rudolph & Sletten | Jane Lin | Jane.Lin@rsconst.com | 917.379.3196

8. Provide at least three (3) contractor references that SALINAS VALLEY HEALTH may contact:

Cedarblade Consulting | Frank Cedarblade | frank.cedarblade@gmail.com | 408.605.3343

Dominican Hospital Santa Cruz | Chip Bogaard | chip.bogaard@commonspirit.org | 831.246.2070

Ratcliff Architects | Douglas Strout | dstROUT@ratcliffarch.com | 415.308.0970

Signature:  Date: 7/31/2024

Printed Name: Warren Pottebaum, SE

Title: Principal

ATTACHMENT B (CONT.)
PROJECT INFORMATION SHEET
MRI INSTALLATION PROJECT

Please complete a Project Information Sheet for each project listed in the Statement of Qualifications. If construction is not complete, give project status instead of completion date.

Project: Montage Health Ryan Ranch Building D MRI Completion Date: Design Phase Complete
Location: Monterey, CA Gross Sq. Feet: 1,600
Owner: Montage Health Foundation Number of Spaces: 1
Owner's Representative: Ryan McMahan Construction Cost: \$2.8 million

Description: This project consisted of the design of a new MRI suite in existing shell space.

Owner/Representative Phone Number: 831.625.4686

Contract Method (lump sum, negotiated, design build, multiple-prime, other):
Design-bid-build

General Contractor: TBD

Project Manager: _____ Superintendent: _____

Architect: Dreyfuss + Blackford Architecture

Principal: Scott B Shannon Project Manager: Sarah Bergman

Structural Engineer: Buehler Engineering, Inc.

Principal: Warren Pottebaum Project Manager: _____

Mechanical Engineer: Turley & Associates

Principal: John Thompson Project Manager: _____

Electrical Engineer: Aurum Consulting Engineers

Principal: Eldridge Bell Project Manager: _____

Other (as appropriate): _____

Principal: _____ Project Manager: _____
(provide additional sheets if necessary)

ATTACHMENT B (CONT.)
PROJECT INFORMATION SHEET
MRI INSTALLATION PROJECT

Please complete a Project Information Sheet for each project listed in the Statement of Qualifications. If construction is not complete, give project status instead of completion date.

Project: <u>Adventist Health Ukiah Valley MRI Equipment Installation</u>	Completion Date: <u>Design Phase Complete</u>
Location: <u>Ukiah, CA</u>	Gross Sq. Feet: <u>1,900</u>
Owner: <u>Adventist Health</u>	Number of Spaces: <u>1</u>
Owner's Representative: <u>Kyle Brooks</u>	Construction Cost: <u>\$2.6 million</u>

Description: This project consisted of upgrading an existing MRI suite with new equipment. The suite included a Magnet Room, Control Room, and Equipment Room. The design of framing support and equipment anchorage was required for the new equipment.

Owner/Representative Phone Number: 707.391.1346

Contract Method (lump sum, negotiated, design build, multiple-prime, other):
Design-bid-build

General Contractor: GMH Builders

Project Manager: Chuck Ferguson Superintendent: _____

Architect: Ratcliff

Principal: Doug Strout Project Manager: _____

Structural Engineer: Buehler Engineering, Inc.

Principal: Warren Pottebaum Project Manager: _____

Mechanical Engineer: Gayner Engineers

Principal: Shuen Lo Project Manager: _____

Electrical Engineer: Gayner Engineers

Principal: Benson Ngo Project Manager: _____

Other (as appropriate): _____

Principal: _____ Project Manager: _____
 (provide additional sheets if necessary)

ATTACHMENT B (CONT.)
PROJECT INFORMATION SHEET
MRI INSTALLATION PROJECT

Please complete a Project Information Sheet for each project listed in the Statement of Qualifications. If construction is not complete, give project status instead of completion date.

Project: Kaiser Roseville Medical Center MRI Replacement Completion Date: 2022
Location: Roseville, CA Gross Sq. Feet: 1,760
Owner: Kaiser Permanente Number of Spaces: 1
Owner's Representative: Aarti Lindahl Construction Cost: \$3.2 million

Description: This project consisted of a replacement of the previous MRI and a renovation of the
existing MRI space, including the shared control room.

Owner/Representative Phone Number: 916.784.4269

Contract Method (lump sum, negotiated, design build, multiple-prime, other):
Design-bid-build

General Contractor: Unger Construction Company

Project Manager: Jackie Cecil Superintendent: _____

Architect: Hibser Yamauchi Architects

Principal: Ken Yamauchi Project Manager: _____

Structural Engineer: Buehler Engineering, Inc.

Principal: Brian Reil Project Manager: Jason Passalacqua

Mechanical Engineer: R&A Engineering Solutions, Inc.

Principal: Harold Hougham Project Manager: _____

Electrical Engineer: Edge Electrical Consulting, Inc.

Principal: Y.S. Donny Lee Project Manager: _____

Other (as appropriate): _____

Principal: _____ Project Manager: _____

(provide additional sheets if necessary)

ATTACHMENT B
STATEMENT OF QUALIFICATIONS
MRI INSTALLATION PROJECT

1. Firm name: Mazzetti

2: Business Address: 220 Montgomery Street, Suite 640, San Francisco, CA

3. Firm Established (year): 1962 Telephone: 415.362.3266
 Fax: n/a
 Email: slin@mazzetti.com
 Website: mazzetti.com

4. Type of Organization: (check one) Sole Proprietorship ()
 Partnership ()
 Corporation (X)
 Joint Venture ()

5. Key Personnel

Name Title Degree or Certification Institution Registration

Stacey Lin, PE - Principal - MS Mechanical Engineering, Washington State University, BS, Mechanical Engineering, University of Science & Technology of China - PE: California, Oregon and Alaska

Jesse Avery, PE - Principal - BS Electrical Engineering, San Francisco State University - PE California

Thomas Yu, PE - Senior Associate - BS Mechanical Engineering, California Polytechnic State University - LEED AP

6. Average staff employed in your home office (average of past 5 years):

Architects:	<u>0</u>
Structural Engineers:	<u>0</u>
Mechanical Engineers:	<u>10</u>
Electrical Engineers:	<u>3</u>
Civil Engineers:	<u>0</u>
Drafting Technicians:	<u>0</u>
Clerical:	<u>3</u>
Other:	<u>17</u>


7. Provide at least three (3) references that SALINAS VALLEY HEALTH may contact:

Joint - UCSF and John Muir Health, Peter Spadia, Peter.Spadia@johnmuirhealth.com, 925.324.2251

Memorial Sloan Kettering Cancer Center, Carlos Villalva, Vice President of Design and Construction, villalvac@mskcc.org

Stanford University Medical Center, George Tingwald, MD, AIA, Director of Medical Planning, GTingwald@StanfordHealthCare.org, 650.721.5966

8. Provide at least three (3) contractor references that SALINAS VALLEY HEALTH may contact:
Swinerton, Brian Brodsky, BBrodsky@swinerton.com, 916.871.9033
ACCO Engineer Systems, Steve Glatt, sglatt@accoes.com, 510.346.4300
Perkins Eastman, Pam Kurtz, Principal, p.kurz@perkinseastman.com, 510.250.1418

Signature:  _____ Date: August 07, 2024

Printed Name: Jesse Avery

Title: Principal

ATTACHMENT B (CONT.)
PROJECT INFORMATION SHEET
MRI INSTALLATION PROJECT

Please complete a Project Information Sheet for each project listed in the Statement of Qualifications. If construction is not complete, give project status instead of completion date.

Project: UCSF Berry Street MRI #7 PET/CT Scans Completion Date: 2020
Location: San Francisco, CA Gross Sq. Feet: 4,000 SF
Owner: UCSF Health Number of Spaces: n/a
Owner's Representative: Anna Levitt, Interim Director Construction Cost: n/a
of Utilities and Infrastructure

Description: MFP design for a 4,000 sf renovation of PET/CT suite spaces; delivered design-build
New work includes: 1 new MRI suite with control room, 1 new PET/CT suite with control
room, PET/CT prep areas, 2 toilet rooms, 1 soiled utility room, and 1 janitor's closet

Owner/Representative Phone Number: UCSF Health, Anna Levitt, 858.568.8736
Contract Method (lump sum, negotiated, design build, multiple-prime, other):
Design-Build

General Contractor: ACCO Engineered Systems

Project Manager: Steve Glatt Superintendent: n/a

Architect: n/a

Principal: n/a Project Manager: n/a

Structural Engineer: n/a

Principal: n/a Project Manager: n/a

Mechanical Engineer: Mazzetti

Principal: n/a Project Manager: Brian Hans

Electrical Engineer: Mazzetti

Principal: Jesse Avery Project Manager: Anjali Wale

Other (as appropriate): Plumbing Design/Mazzetti

Principal: n/a Project Manager: Brian Hageman

(provide additional sheets if necessary)

3. RESUMES



Tansy Bowermaster

AIA, ACHA, NCARB

PRINCIPAL IN CHARGE

EMPLOYMENT HISTORY

Total Years Experience: 24

Years Experience at Present Firm: 22, Including The Stinnett Group (acquired)

EDUCATION

Architectural Studies, College of Built Environments
University of Washington, Seattle

REGISTRATION

Registered Architect: CA, OR, WA

CERTIFICATIONS/AFFILIATIONS

American College of Healthcare Architects (ACHA)
National Council of Architectural Registration Boards (NCARB)
American Institute of Architects, Academy of Architecture for Health (San Francisco)

PERCENTAGE OF COMMITMENT OF TIME TO THIS PROJECT: 15%

Tansy has focused exclusively on healthcare for the past 22 years. She is skilled at working on complex projects in active hospitals and medical office buildings. Tansy manages the West Coast Health team and has worked on several MRI projects.

MRI

- Stanford HC MRI Study **PM**
- Stanford HC MRI Replacement **PIC**
- Stanford LPCH MRI Study **PM**
- CPMC MRI Study & Remodel **PM**
- CPMC MRI Temporary Trailer Study **PM**
- CPMC MRI Trailer **PM**
- Dominican Hospital MRI and Pet CT Study **PM**
- Chinese Hospital MRI Study **PM**
- PAMF MRI (1.5T MSK Extreme) **PIC**
- El Camino Hospital MRI **PIC**
- Navidad Medical Center MRI Trailer **PIC**

Interventional Radiology Suite **PIC on all**

- Dominican Hospital
- Stanford IR CT 2
- Stanford Tri-Valley

Gamma Camera

- Salinas Valley Health **PM**
- Replacement, CPMC Davies **PM**

Radiology Department

- CPMC **PM**
- Dominican Hospital **PIC**
- Mee Memorial **PIC**
- PAMF Santa Cruz **PM**
- Room A, D, CPMC Pacific MOB **PM**
- UCSF B-CHO **PIC**
- Rooms, CPMC **PM**
- Room 2, CPMC Davies **PM**
- Room, Seton **PM**
- Room, PeaceHealth **PIC**

Cath Lab

- Salinas Valley Health **PM**
- Dominican Hospital **PIC**
- Seton Medical Center **PM**
- WCH **PIC**

CT Scanner Replacement

- PM on all**
- CPMC California
- CPMC Davies
- PAMF Santa Cruz

Fluoroscopy

- Stanford Redwood City **PIC**
- Room 6, CPMC Cali **PM**
- Chinese Hospital **PIC**



Chuang-Ming Liu

AIA, ACHA, EDAC, LEED AP

PRINCIPAL / TECHNICAL ARCHITECT

EMPLOYMENT HISTORY

Total Years Experience: 21

Years Experience at Present Firm: 2

EDUCATION

MBA, Design Strategy
California College of Arts, San Francisco
Master of Architecture
University of Illinois at Urbana-Champaign
Bachelor of Science, Construction Engineering
National Taiwan University of Science and Technology

REGISTRATIONS

Registered Architect: CA

CERTIFICATIONS/AFFILIATIONS

American College of Healthcare Architects (ACHA)
Evidence Based Design Accreditation and Certification (EDAC)
LEED AP
Instructor of Design Thinking: San Francisco State University, Stanford Continuing Studies

PERCENTAGE OF COMMITMENT OF TIME TO THIS PROJECT: 20%

In the past couple of decades, Liu has built a strong reputation as a healthcare architect with proven abilities to analyze issues, sift through complex challenges, and develop effective paths to the right solutions. His experience includes many remodel projects in active hospitals, where he uses LEAN initiatives to drive efficiency and effectiveness.

Stanford Health Care

- Bay Area, CA
- Temporary MRI Trailer Make Ready **PIC**
- STAT Lab & P-Tube **PIC**

Lucille Packard Children's Hospital

- Palo Alto, CA
- CT/MRI Remodel **PM**

MarinHealth Medical Center

- Greenbrae, CA
- Temporary MRI Trailer **PIC**
- Nuclear Medicine Suite* **PIC**

San Leandro Hospital

- San Leandro, CA
- CT Scan and Ultrasound Remodel* **PIC**

Chinese Hospital

- San Francisco, CA
- Infusion Design **PIC**

Valley Care

- Pleasanton, CA
- Interventional and Diagnostic Radiology Platform Remodel* **SR PM**

UCSF Medical Center

- San Francisco, CA
- Moffitt Long CT Expansion **PIC**

Hazel Hawkins Memorial Hospital

- Hollister, CA
- NPC & SPC Evaluations **PIC**
- Clinical Lab Remodel **PIC**

St. Mary's Medical Center

- San Francisco, CA
- CT Trailer **PIC**
- EOSC Installation* **PIC**
- Trash Compactor Installation* **PIC**

* completed at previous firm



Craig Friedman
PROJECT MANAGER

EMPLOYMENT HISTORY

Total Years Experience: 38
Years Experience at Present Firm: Current < 6 months.
Previously 4 years (2008-2012)

EDUCATION

Master of Science, Architecture, Kansas State University
Bachelor of Science, Urban Planning, The Pennsylvania State University

REGISTRATIONS

Registered Architect: CO, District of Columbia

PERCENTAGE OF COMMITMENT OF TIME TO THIS PROJECT: 42%

Craig has almost 40 years of varied architectural experience with an emphasis on healthcare. He has worked on MRI and other imaging projects in several states, including California. Craig has strong experience in programming, planning, Lean process, and evidence-based design and is a great asset to our team.

Veterans Affairs Medical Center*

- Denver, CO **DESIGNER on all**
- Imaging Department (incl. MRI)
- Patient Tower
- Ambulatory Medical Center
- Diagnostic and Treatment Building
- Spinal Cord Injury Center
- Research Building

Salinas Valley Health

- Salinas, CA
- MOB Master Plan
- **SR MEDICAL PLANNER**

Saint Joseph Hospital

- Denver, CO
- Imaging Department (incl. MRI) **SR MEDICAL PLANNER**
- Replacement Hospital
- Parking Garage **SR MEDICAL PLANNER**

Sequoia Regional Cancer Center*

- Visalia, CA
- Diagnostic Imaging Center (incl. MRI) Cancer Center **PM**

University of Maryland Medical System*

- Baltimore, Maryland
- Anna Gudelsky MRI Suite **DESIGNER**

Providence St. Vincent Medical Center*

- Portland, OR **DESIGNER on all**
- PET CT Replacement & Mobile
- PET CT Replacement & Suite

Adventist Medical Center*

- Portland, OR
- Infrastructure upgrades **DESIGNER**

Adventist Health Primary Care*

- Pacific City, OR
- XRay Suite **DESIGNER**

4000 Vista Way

- Oceanside, CA
- Medical Office Building **PM**
- Ambulatory Surgery Center **PM**

Walter Reed Medical Center

- Washington D.C.
- BSL-3 Research laboratory* **DESIGNER**



Warren Pottebaum
STRUCTURAL PRINCIPAL-IN-CHARGE

EMPLOYMENT HISTORY

Total Years Experience: 27
Years Experience at Present Firm: 6

EDUCATION

Masters of Science, Structural Engineering, University of California, Berkeley
Bachelor of Science, Civil Engineering, University of Southern California

REGISTRATIONS

Structural Engineer California | No.4791
Professional Engineer California | No. 59174

PERCENTAGE OF COMMITMENT OF TIME TO THIS PROJECT: 10%

Warren is a Principal with Buehler who has nearly three decades of experience with renovations, new construction projects, and structural evaluations. He has experience with specialized structural systems including those utilizing base-isolation and damping systems. His work spans several sectors of the built environment with a particular focus on healthcare and municipal projects. Warren's success stems from his ability to maintain quality control on his projects and the collaborative way that he works with design teams and contractors to improve constructability types.

Salinas Valley Memorial Hospital

- Imaging Department Renovation
- Diagnostic Imaging Room #3

Sutter Tracy Community Hospital

- MRI Equipment Upgrade

Montage Health

- Ryan Ranch Building D MRI

Adventist Health

- Ukiah Valley MRI Equipment Installation

Dominican Hospital

- Radiology Department Upgrade

Stanford Hospital

- 300P Hawkeye MRI Study



Jesse Avery PE
ELECTRICAL LEAD

EMPLOYMENT HISTORY

Total Years Experience: 20
Years Experience at Present Firm: 15

EDUCATION

Bachelor of Science, Electrical Engineering
San Francisco State University

REGISTRATIONS

Professional Engineer: CA

CERTIFICATIONS

LEED AP

PERCENTAGE OF COMMITMENT OF TIME TO THIS PROJECT: 25%

Jesse has 20 years of experience in the engineering and construction fields with expertise in healthcare environments. He is a seasoned Electrical Design resource and Team Leader at Mazzetti. His team has worked on landmark projects like the \$1B+ LEED Platinum Packard Children’s Hospital and on various projects for portfolio clients like Kaiser Permanente and Stanford Health Care.

Stanford Medicine

Stanford, CA

- GE Signa Permier MRI System Upgrade Evaluations
- MRI Upgrades at 3155 Porter
- Lucas 7T MRI Upgrade
- MSLS 3T2 MRI
- MRI Replacement, MEP Design Services
- Hoover Pavilion Radiology
- 300P X-Ray 1 Remodel
- New Stanford Hospital

NSH 1F040 GE Premier MRI Upgrade

San Francisco, CA

UCSF

Mission Bay, CA

- UCSF MC MZ Post-Mission By Radiology

UCSF

San Francisco, CA

- UCSF Benioff Children’s Hospital-Oakland X-Ray 1 Replacement
- UCSF Benioff Children’s Hospital-Oakland X-Ray 3 Replacement
- UCSF Health Helen Diller Hospital

UCSF

Oakland, CA

- UCSF Benioff Children’s Hospital-Oakland Mobile MRI Trailer



Thomas Yu LEED AP
MECHANICAL LEAD

EMPLOYMENT HISTORY

Total Years Experience: 36
Years Experience at Present Firm: 20

EDUCATION

Bachelor of Science, Mechanical Engineering
California Polytechnic State University

PERCENTAGE OF COMMITMENT OF TIME TO THIS PROJECT: 35%

Thomas has 36 years of experience in mechanical designs for industries such as healthcare, commercial, higher education and historic renovations. His project experience also encompasses a broad range of heating, ventilating, air conditioning, plumbing and fire protection designs. In addition to his knowledge of the design of these facilities, Thomas is familiar with OSHPD and laboratory standards. He brings practical experience to his construction designs, always resulting in efficient, cost effective, functional projects.

Salinas Valley Memorial Hospital

Salinas, CA

- System Master Plan Implementation

Sutter Mills Health Center

San Mateo, CA

- New MRI Suite

Watsonville Community Hospital

San Francisco, CA

- Radiology

Stanford Medicine

Emeryville, CA

- Emeryville Hollis Imaging Expansions

Stanford Medicine

Stanford, CA

- New Stanford Hospital

UC Davis Health

Sacramento, CA

- California Tower

Beverly Hospital

Los Angeles, CA

- Proton Therapy Center

4. RESPONSE TO SELECTION CRITERIA FORM

1. Qualifications and Experience of Firm

The proposed Treanor and Mazzetti team performed a system wide study for Stanford and LPCH reviewing multiple sites for MRI upgrades. We also worked together on an efficient MRI project within the New Stanford Hospital. In addition, our proposed project manager has completed multiple MRI projects across the country.

We have decades of experience with the remodel of complete imaging departments. Treanor and Buehler recently completed an update to the Radiology Department at Dominican Hospital in Santa Cruz, which required navigating the remodel of a 1960's era building under HCAI/OSHPD jurisdiction. We diligently investigated and detailed field conditions during design, and quickly negotiated reasonable updates when OSHPD field staff disagreed with the office staff.

DEMONSTRATED DESIGN EXPERTISE WORKING WITHIN AN OPERATING FACILITY

For four decades, our primary focus in the Bay Area has been the remodel of operational healthcare facilities. We understand the complexities of working in an active department, in an acute care hospital, under OSHPD/HCAI jurisdiction.

Renovation of occupied facilities requires special attention to detail associated with maintaining operations and ensuring the safety of patients, care providers, visitors, and staff. The team we are proposing for this project has decades of healthcare experience, they have completed hundreds of projects in operational facilities and know how to attentively plan phasing around active departments.

We believe that the key to project success, particularly when maintaining operations throughout construction, lies in fostering a trusting relationship among all stakeholders. We work closely with the contractor, owner, and Inspector of Record (IOR) to ensure effective collaboration.

Early coordination and planning with the OSHPD field staff regarding milestone sign-offs are crucial. Our strong relationships and proactive approach with the field staff ensures swift responses and increased flexibility during the ongoing project. By adopting this approach, we aim to minimize delays associated with OSHPD sign-off and expedite the restoration of the space to a usable state, thereby optimizing the overall project timeline.

SIMILAR PROJECTS /CLIENTS IN SAME GEOGRAPHICAL AREA

Stanford Health Care

- MRI Study, multiple sites
- MRI Suite
- IR CT 2

Salinas Valley Health

- Cath Lab
- Pediatric Play Area
- MOB Study

Dominican Hospital

- Radiology Department
- Dietary Remodel
- Boiler Burner Replacements
- Cath Lab
- Fire Alarm Upgrades
- IR Renovation Schematic Design
- Nurse Call Upgrade
- OSHPD 3 clinic
- OR Upgrades
- Medical Gas Storage

Watsonville / Pajaro Valley

- Cath Lab Replacement
- Pyxis Anchorage
- Pharmacy Design
- Second Floor Security Design
- Radiology Design
- Crisis Stabilization Unit assistance

Community Hospital of the Monterey Peninsula

- Cafeteria Menu Boards
- Hospital Reroof
- Surgery Lights and Medical Gas
- Computer Equipment Installation

Mee Memorial Hospital

- Pediatrics Clinic
- Master Planning
- Material Testing / seismic compliance
- ED and Radiology Expansion
- Medical Air Compressor
- Lab Analyzer
- Roofing
- Pyxis and Data Drops
- Boiler Replacement
- Critical Access Designation

EXPERIENCE WITH HCAI LEVEL I - EXPERIENCE DURING CONSTRUCTION AND CONTRACT ADMINISTRATION

We take pride in our track record of working swiftly, efficiently, and in a timely manner with HCAI/OSHPD on hundreds of successful projects spanning over several decades. Our wealth of experience reflects a deep familiarity with CBC requirements, Title 22, NFPA, as well as a comprehensive understanding of the OSHPD process, PINs, and CANs.

DESIGN PHASE

During the design phase, we have strong confidence in code compliance and possess valuable insights into OSHPD review trends and the aspects that reviewers pay close attention to. We prioritize providing clarity in our drawings to effectively communicate design intent and compliance with reviewers. This level of expertise significantly streamlines the project workflow, mitigates potential issues, and ensures adherence to all necessary guidelines. Additionally, our quality control and interdisciplinary collaboration process allows all members of the design team to bring their past experiences to the

table and support one another in meeting design and regulatory requirements.

We proactively engage in consultations with OSHPD reviewers during the design phase to ensure our submissions align with acceptable solutions. We also advocate for our design choices when necessary and have achieved numerous successes where OSHPD reviewers withdrew their comments or approved an alternative approach after our appeals.

CONSTRUCTION PHASE

During the construction phase, our team is highly efficient in navigating OSHPD protocols and processes, enabling us to swiftly handle paperwork and changes (ACD/NMA). Our collaborative approach has earned us a reputation as a valued team member among field officers at OSHPD.

We are dedicated to delivering successful outcomes while upholding standards of compliance and collaboration throughout the project lifecycle.

2. Approach to Providing Services and Project Management

EVALUATING EXISTING CONDITIONS

Thorough evaluation and documentation of existing conditions is key to project success. At the start of each project, we prioritize gaining a thorough understanding of the existing conditions. This involves conducting comprehensive reviews of available as-built drawings and documents, as well as conducting detailed surveys of the project areas.

Field investigations of existing conditions are important to identify obstructions as soon as it is feasible. Our team is experienced at exploring areas above ceilings to visually identify existing conditions, constraints, challenges, and risks. By directly witnessing the site conditions, we can accurately assess the project's requirements and tailor our design and construction approach accordingly.

COLLABORATING WITH ENGINEERS

We will collaborate with facility engineers and the Bogard team during site visits. These visits provide us with invaluable opportunities to work closely with the experts who have an intricate understanding of the MEP systems within the facility. During these on-site assessments, we validate the accuracy of the existing documentation related to the MEP installations and cross-reference the information gathered from as-built drawings and records with the physical conditions observed on-site.

PROJECT MANAGEMENT & CONSTRUCTION ADMINISTRATION

We embrace Lean and Agile methodologies in our design and project management process. To foster effective collaboration, our project managers facilitate

interdisciplinary reviews (IDRs) to ensure seamless integration and communication among team members.

By implementing tools such as the Last Planner System, pull planning, plus/delta, and Choose by Advantage, we enhance our ability to provide accurate, efficient, and effective design and documentation. This approach proves particularly valuable in accelerated design processes, allowing us to manage project risks, improve team-wide reliability, and deliver projects on time and within budget.

UNDERSTANDING THE OPPORTUNITIES AND CONSTRAINTS OF THE SALINAS VALLEY HEALTH SITE

Our initial thoughts on potential challenges, which could turn into opportunities to get ahead if tackled appropriately:

- Timely equipment selection, contract processing, and a purchase order for the release of detailed vendor drawings in order to provide appropriate information for an efficient design process.
- Clear communication with the key stakeholders enables us to move through the design process in a way that is mindful of everyone’s busy schedules while also advocating for timely decisions to meet the design schedule.

Mazzetti uniquely understands the opportunities and constraints of Salinas Valley Health Medical Center having done work in every building on campus as well as having performed master planning and a complete facility conditions assessment in the past. This allows us to understand the big picture and the details of the individual systems that we will need to interface with for the MRI project.

The MRI building in the parking lot near the main entrance is not ideal for inpatient use. A new MRI within the hospital in the basement of the Cardiac Center North (bldg 7), will enhance patient care as patients would not need to be transported from the hospital across the hospital entrance driveway in open air to the existing MRI for imaging services. An MRI program within the hospital could also improve staff efficiency and collaboration.

CHALLENGES INVOLVED IN THIS PROJECT AND APPROACH TO ADDRESSING THEM.

At Stanford, we found that the electrical distribution system had to be updated to accommodate several of the MRI installations. This can be reviewed early in design and addressed.

The mechanical capacity will also be reviewed early in design so that new equipment, where appropriate, can be planned for.

A new emergency exhaust fan and cryogenic vent pipe will be required through the upper floor to the roof. We will work closely with the Bogard and Salinas Valley Health team to identify the best path early in design.

3. Qualifications and Experience of Key Personnel

CAPABILITIES TO UNDERTAKE APPROPRIATE PROJECT MANAGEMENT EFFORTS, AND ANTICIPATE AND RESOLVE PROBLEMS SPECIFIC TO THE NEEDS OF THE PROJECT UNDER CONSIDERATION.

Tansy Bowermaster, the Principal-in-Charge, spent several years working on projects at Salinas Valley Health, including walking the entire hospital for updates to the statement of conditions drawings. She is also experienced at how to handle unusual fire-life-safety conditions in older buildings in a reasonable way. She has experience with the OSHPD field team can communicate with them effectively. We believe her experience not only with MRI projects but also with this campus will help our team take a logical and efficient approach to the design.

Liu will act in a peer review role, making sure our documents are coordinated and our team is staying on task.

Craig and Tansy are working closely together on a Stanford IR suite and plan to utilize their successful team approach on the Salinas MRI project.



5. REQUEST FOR SUPPLEMENTAL INFORMATION - CLAIMS

ATTACHMENT C
REQUEST FOR SUPPLEMENTAL INFORMATION - CLAIMS
MRI INSTALLATION PROJECT

Please submit the following information. Failure to respond may affect consideration of your firm for this project. If the firm has more than one office or division, please provide this information for the office proposed for this project. Responses may be listed on separate pages.

1. Separately list each pending unresolved claim for construction disputes and each current arbitration(s), mediation or litigation in which construction disputes or breach of contract is alleged or indemnity is being sought (because of such alleged disputes or breach of contract) using the following claimant categories:

- a. SALINAS VALLEY HEALTH against your firm or any principal of your firm (indicate project, location and Owner). If none, indicate none.

None

- b. Any Owner, person or entity against your firm or any principal of your firm (indicate project, location and Owner). If none, indicate none.

None

- c. SALINAS VALLEY HEALTH against any of your proposed consultant (i.e. structural, mechanical, electrical, and any other consultant). If none, indicate none.

None

- d. Any Owner, person or entity against any of your proposed consultants (indicate project, location and Owner). If none, indicate none.

None

2. Separately list each resolved (settled, arbitrated, and litigated) claim for professional negligence or breach of professional services agreement or for indemnity (because of such alleged negligence or breach of contract) during the last five (5) years using the following categories:

- a. SALINAS VALLEY HEALTH and your firm or any principal of your firm (indicate project, location and Owner). If none, indicate none.

None

- b. Any Owner, person, or entity, and your firm or any principal of your firm (indicate project, location and Owner). If none, indicate none.

None.

DECLARATION:

The undersigned declares under penalty of perjury that all of the information submitted is true and correct, and that this declaration was executed in

San Francisco _____ County, California, on _____ 09/07/2024 _____
(County) (Date)

Tansy Bowenmaster, Principal

Name and Title –Printed or Typed

351 California Street, Suite 800

Signature



Address

415.773.0773

Telephone Number

Firm Name –if a joint venture,
state name of joint venture entity

San Francisco, CA 94104

City, State and Zip Code

888.831.5148

Facsimile Telephone Number

ATTACHMENT C
REQUEST FOR SUPPLEMENTAL INFORMATION - CLAIMS
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None

b. Any Owner, person, or entity, and your firm or any principal of your firm (indicate project, location and Owner). If none, indicate none. None

As a national firm and as a part of the larger design team, we are inevitably subjected to a number of claims and potential lawsuits from time to time. Over the past 10 years, we have not had any formal judgments rendered against us, and we work closely with our design partners to achieve dismissal or settle issues on terms that are mutually acceptable. While the details of such settlements may be confidential we can confirm that there are no claims that are pending in litigation or arbitration at this time, nor are there any brought w/in the last 10 years that are not adequately covered by the firm's insurance policies. If you have any questions or concerns, please do not hesitate to contact us.

DECLARATION:

The undersigned declares under penalty of perjury that all of the information submitted is true and correct, and that this declaration was executed in

San Francisco County, California, on July 31, 2024
(County) (Date)

Stacey Lin, PE, Principal
Name and Title –Printed or Typed



Signature

Firm Name –if a joint venture,
state name of joint venture entity

220 Montgomery Street, Suite 640
Address

San Francisco, CA 94104
City, State and Zip Code

415-362.3266
Telephone Number

n/a
Facsimile Telephone Number

ATTACHMENT C
REQUEST FOR SUPPLEMENTAL INFORMATION - CLAIMS
MRI INSTALLATION PROJECT

Please submit the following information. Failure to respond may affect consideration of your firm for this project. If the firm has more than one office or division, please provide this information for the office proposed for this project. Responses may be listed on separate pages.

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None

- b. Any Owner, person or entity against your firm or any principal of your firm (indicate project, location and Owner). If none, indicate none.

None

- c. SALINAS VALLEY HEALTH against any of your proposed consultant (i.e. structural, mechanical, electrical, and any other consultant). If none, indicate none.

None

- d. Any Owner, person or entity against any of your proposed consultants (indicate project, location and Owner). If none, indicate none.

None

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None

- b. Any Owner, person, or entity, and your firm or any principal of your firm (indicate project, location and Owner). If none, indicate none.

LAX Midfield Satellite Concourse | Los Angeles, CA | Los Angeles International Airport

DECLARATION:

The undersigned declares under penalty of perjury that all of the information submitted is true and correct, and that this declaration was executed in

Sacramento County, California, on 7/31/2024
(County) (Date)

Warren Pottebaum, SE | Principal
Name and Title –Printed or Typed


Signature

Buehler Engineering, Inc.
Firm Name –if a joint venture,
state name of joint venture entity

180 Montgomery Street, Suite 1500
Address

San Francisco, CA 94104
City, State and Zip Code

415.495.1635
Telephone Number

916.443.0313
Facsimile Telephone Number

6. ACCEPTANCE OF TERMS AND CONDITIONS

Acceptance of Terms and Conditions

We are prepared to accept the Agreement for Professional Services as written for the REQUEST FOR PROPOSALS FOR DESIGN & ENGINEERING SERVICES MRI INSTALLATION CIP 01.1250.3780, dated August 09, 2024 if awarded this project.

Rocky Mountain Regional VA



7. CERTIFICATE OF INSURANCE



CONTACT



OFFICES

Tansy Bowermaster AIA,
 ACHA, NCARB
 PRINCIPAL
 tbowermaster@treanor.
 design
 o 503.512.5809
 d 415.238.0514

Chuang-Ming Liu AIA,
 ACHA, LEED AP, EDAC
 PRINCIPAL
 cliu@treanor.design
 o 628.600.9641 x9641
 d 415.465.2776

Curtis Hendershott
 ASSOCIATE AIA
 PRINCIPAL
 chendershott@treanor.design
 o 208.501.8264
 d 303.298.4731

Steve Carr AIA, NCARB
 PRINCIPAL
 scarr@treanor.design
 o 303.298.4700
 d 303.298.4794

Michael Hagan AIA, NCARB
 PRINCIPAL
 mhagan@treanor.design
 o 303.298.4700
 d 303.298.4746

Atlanta, GA
 678.297.2929

Boise, ID
 208.501.8267

Dallas, TX
 214.310.1018

Denver, CO
 303.298.4700

Kansas City, MO
 816.221.0900

Lawrence, KS
 785.842.4858

Lexington, KY
 859.519.3152

Phoenix, AZ
 602.607.1882

Vancouver, WA
 503.512.5809

San Francisco, CA
 415.773.0773

Topeka, KS
 785.235.0012



treanor.design



Board Paper: Finance Committee

Agenda Item: **Consider Recommendation for Board of Directors Approval of Construction Budget to furnish, install, and activate a temporary emergency department overflow trailer facility to replace ‘covid-era’ tents at 450 E. Romie.**

Executive Sponsor: Clement Miller, Chief Operating Officer
Carla Spencer, Chief Nursing Office

Date: October 8, 2024

Executive Summary

In recent years, SVMHS has utilized temporary facilities to expand emergency department capabilities beyond the existing footprint of the department and has temporarily re-purposed areas within the hospital to accommodate patient load that exceeds the carrying capacity of the existing emergency department. State-approved emergency legislative and licensing approvals that allowed operation of temporary overflow facilities during the recent pandemic have expired. SVH has applied for permission to erect a temporary (3-5 year) 2-trailer ‘mobile unit’ overflow facility in accordance with HCAi Policy Intent Notice (PIN) 34. Upon installation and activation, the mobile unit facility will allow removal of the existing ED tent facility and a reduction of overflow ED activities within the hospital outside the department footprint until a permanent ED expansion solution is developed and constructed.

Background/Situation/Rationale

Since the onset of pandemic pressure on emergency service delivery, legislative and licensing rules associated with patient care have flexed in response to community need, and SVH utilized covid-era approvals to erect overflow tents to address the increased load on the department. Additionally, non-pandemic-related emergency service demand within the SVH service area has increased. Legislative approvals have returned to regular statutory regulation, and this project is meant to provide ‘duplicate hospital services’ as allowed by HCAi and CDPH. Mitigation measures to temporarily relieve pressure on the ED have gone through extensive planning and staff-review cycles, resulting in the currently configured project. Details of the proposed project were presented to the Board on June 27, 2024. Since then, SVH has entered into a lease agreement with Mobile Modular to rent 2 trailers that are being customized in Northern California and is currently awaiting approvals from HCAi and the City of Salinas to install the trailers adjacent to the ED ambulance drop-off porte-cochere.

Specialty needs of the Emergency Department and CDPH licensing statutes have informed the interior detailing of the two trailers, and access to the facilities must comply with ADA standards. The requested budget includes funding for jurisdictional approvals, modifications to utility infrastructure to support the trailers, the one-time costs associated with trailer delivery/set-up/removal, purchase of non-medical furnishings, the funding of information technology system expansion into the trailers, and the cost of site and interior modifications to match the staff-generated operational program. In July 2024 the Board approved the lease execution and up-front trailer improvement costs. The current budget request is for \$1,783,683.00 for global project capital costs, including the trailer improvement costs, and the monthly rental rate that will apply throughout the lease period. This project cost was not included in FY planning budget models.

Timeline

2023-2024 – Program Development and Facility Space Planning
June 2024 – Informational Board presentation, initiate approval process with Jurisdictions having Authority
August 2024 – Execute Lease Agreement with Trailer Vendor
Sept-Oct 2024 – Secure HCAi & City permits, modify utilities & infrastructure in advance of trailer delivery
November 2024 – Trailer delivery, complete site & interior installations
December 2024 - Licensing, activation, and 1st patient visit

Capital versus Expense Breakdown

Expense	FY25	FY26	FY27	FY28	FY29
Trailer Lease	\$33,216	\$49,824	\$49,824	\$16,608	\$0
Utilities	<u>\$ 8,000</u>	<u>\$12,000</u>	<u>\$12,000</u>	<u>\$ 4,000</u>	\$0
Other	excludes other – presume in department operational budget				
Subtotal	\$41,216	\$61,824	\$61,824	\$20,608	\$0

Capital	FY25	FY26	FY27	FY28	FY29	Total
Site Improve	\$284,744	\$0	\$0	\$0	\$0	
Trailer Improve	\$837,731	\$0	\$0	\$32,244**	\$0	
Permits/Fees	\$298,200	\$0	\$0	\$0	\$0	
Contingency	<u>\$145,292</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	
Subtotal	\$1,565,967			\$32,244		
TOTAL	\$1,607,183	\$61,824	\$61,824	\$52,852	\$0	\$1,783,683.

** trailer demobilization expense

Financial/Quality/Safety/Regulatory Implications

Key Contract Terms	Vendors: Vary – This authorization is for global budget
1. Proposed effective date	On-site work completes December 2024, Lease extends through 2027
2. Term of agreement	3-year lease for trailers
3. Renewal terms	Month-to-month after lease term, unless otherwise negotiated
4. Termination provision(s)	Outlined in Attachment 3 – approved in July '24 board action
5. Payment Terms	Construction: Pmt Net 45 days, based upon % complete at time of billing
6. Annual cost	After initial installation costs, subsequent yearly costs +/- \$62,000/Yr
7. Cost over life of agreement	\$1,783,683.
8. Budgeted (indicate y/n)	Not in FY25 planning budget

Pillar/Goal Alignment

X Service X People X Quality Finance Growth X Community

Recommendation

Consider Recommendation to the SVH Board of Directors to fund the temporary two-trailer 'mobile unit' emergency department facility at 450 E. Romie in an amount Not-To-Exceed \$1,783,683.00

Attachments

- [Attachment 1](#): Informational Board Presentation – June 27, 2024
- [Attachment 2](#): Estimated Project Cost Breakdown – August 12, 2024
- [Attachment 3](#): July Board approval of lease – for reference
- [Attachment 4](#): HCAi Pin 34 – for reference



Emergency Department Expansion – Phase 1 Update

JUNE 27, 2024

HOSPITAL CAMPUS – AFFECTED AREA

Parking Garage



Phase 1 Expansion Area

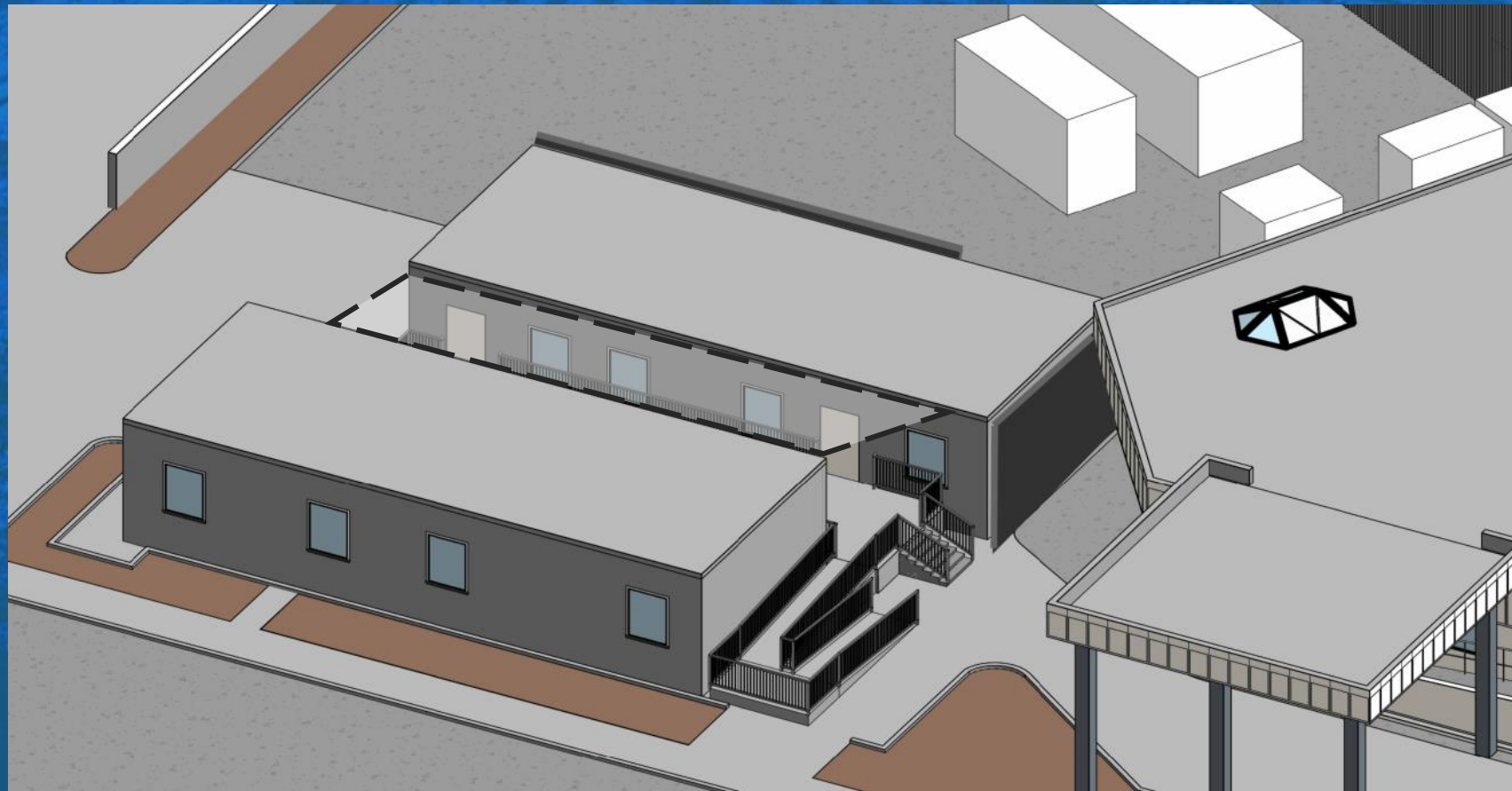
Existing Tent Installation

EXECUTIVE SUMMARY

Covid-Era approvals for the Tent installation, both City and State, have expired. The need to manage overflow census through the ED remains and is expected to remain until a permanent ED Expansion Project is accomplished, a process likely to take 3-5 years for programming/design/permitting/construction.

Phase-1: Modular Building Installation – Two 24' x 60' Modular Buildings (2,880 SF) with custom Interior Improvements, Access & Utility Upgrades

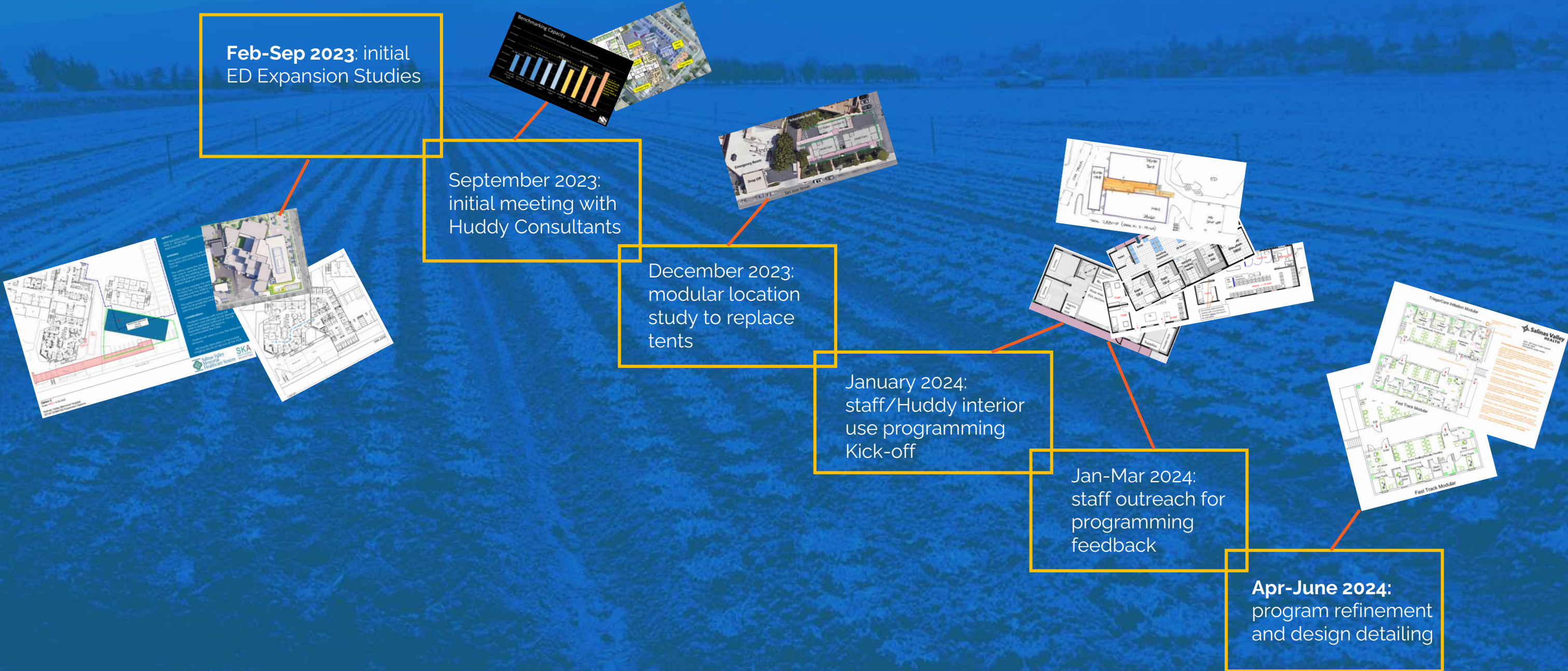
- Complies with HCAi Policy Intent Notice (PIN) 34 – Allows for ‘duplicate hospital services’ described in Health & Safety Code Sec. 129730
- Service areas to be licensed through CDPH



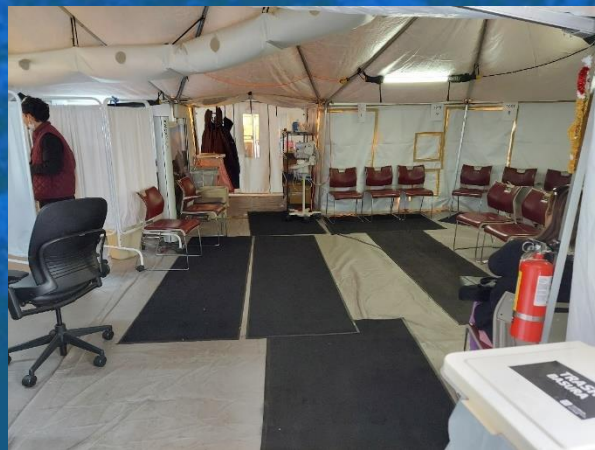
The Why:

1. Increased space to support increased volumes
2. Discontinue utilization of tents
3. To better protect patients and staff from the elements
4. Improve arrival process for patient safety and experience
5. Increases waiting room space
6. Move the Fast Track area up front for improved flow
7. Increase treatment space in Fast Track
8. Provide for a more cohesive team and improve communication
9. Added bathrooms

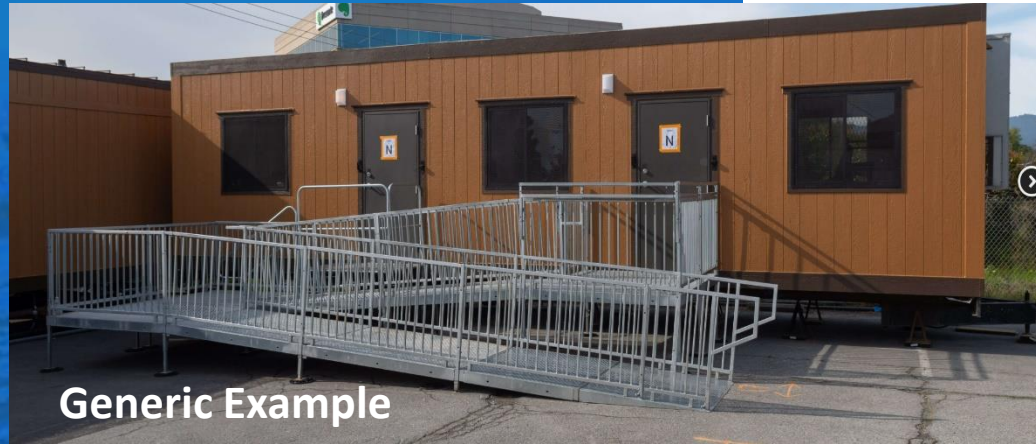
ED EXPANSION – RECENT PROJECT HISTORY



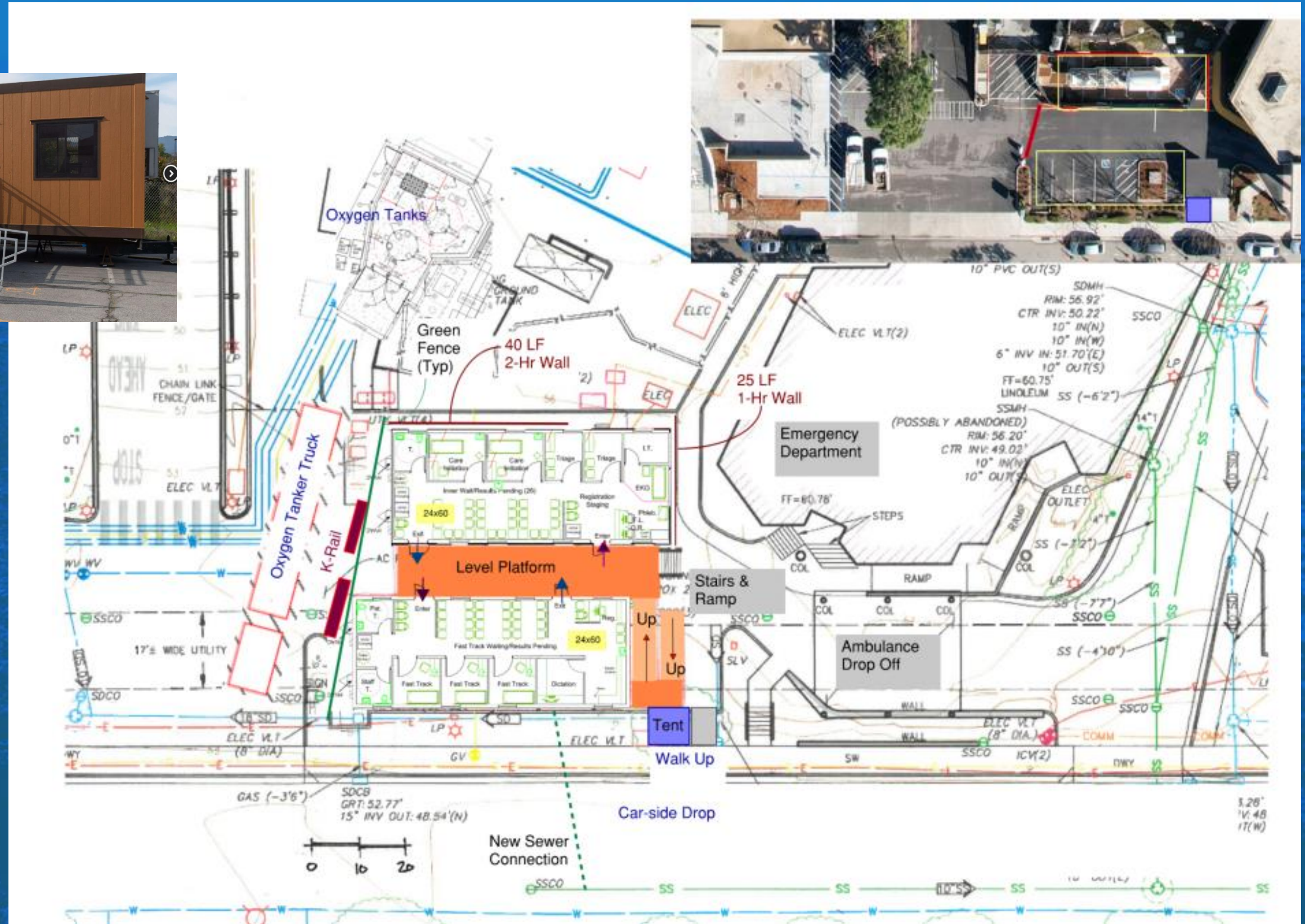
EXISTING OVERFLOW CONDITIONS



MODULAR SITE PLAN

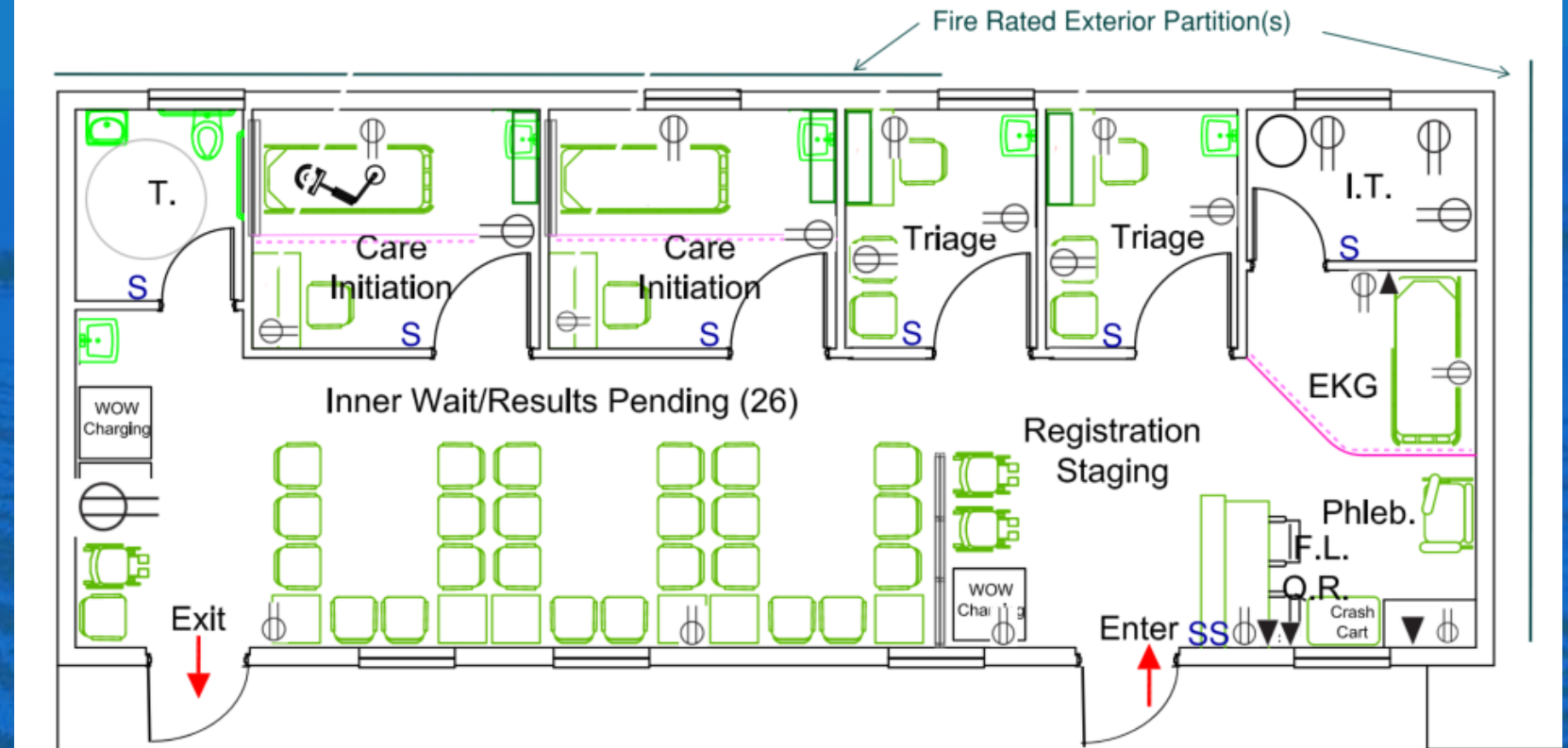


Generic Example

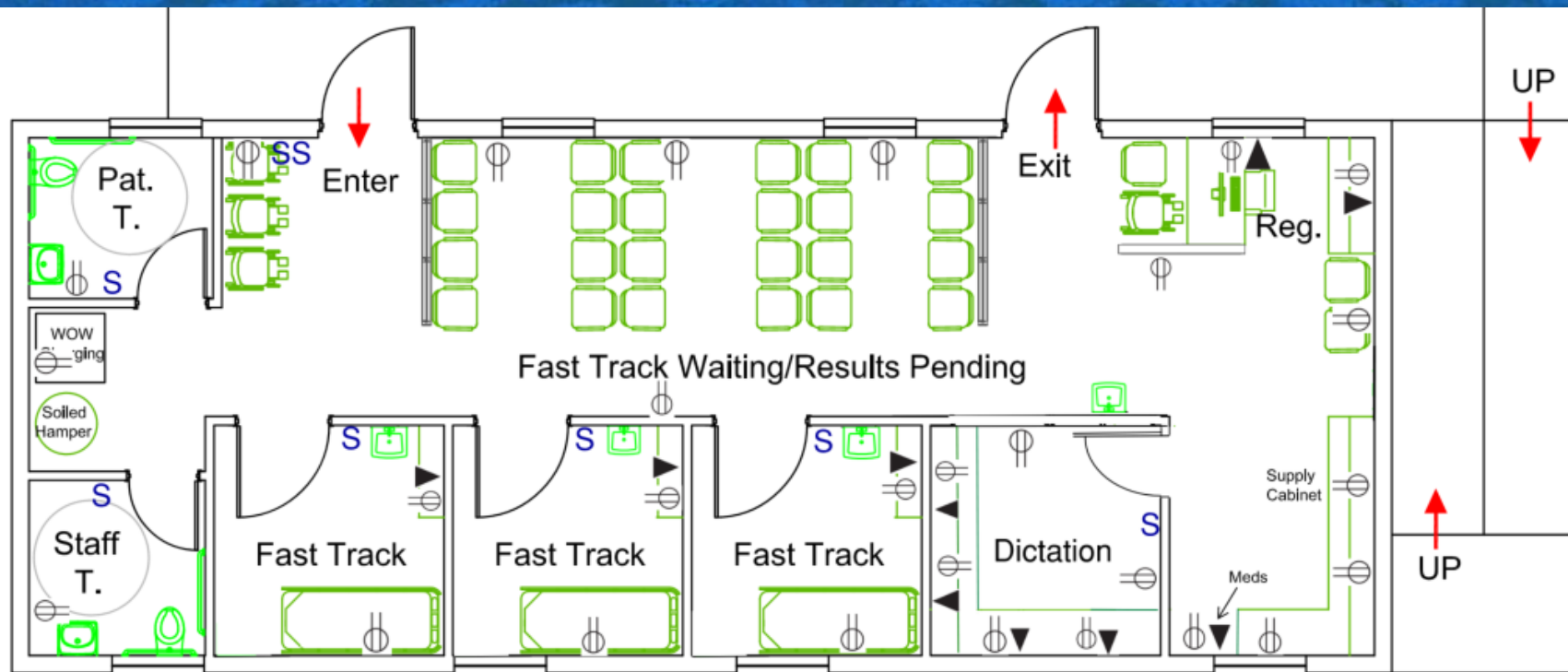


INTERIOR LAYOUTS

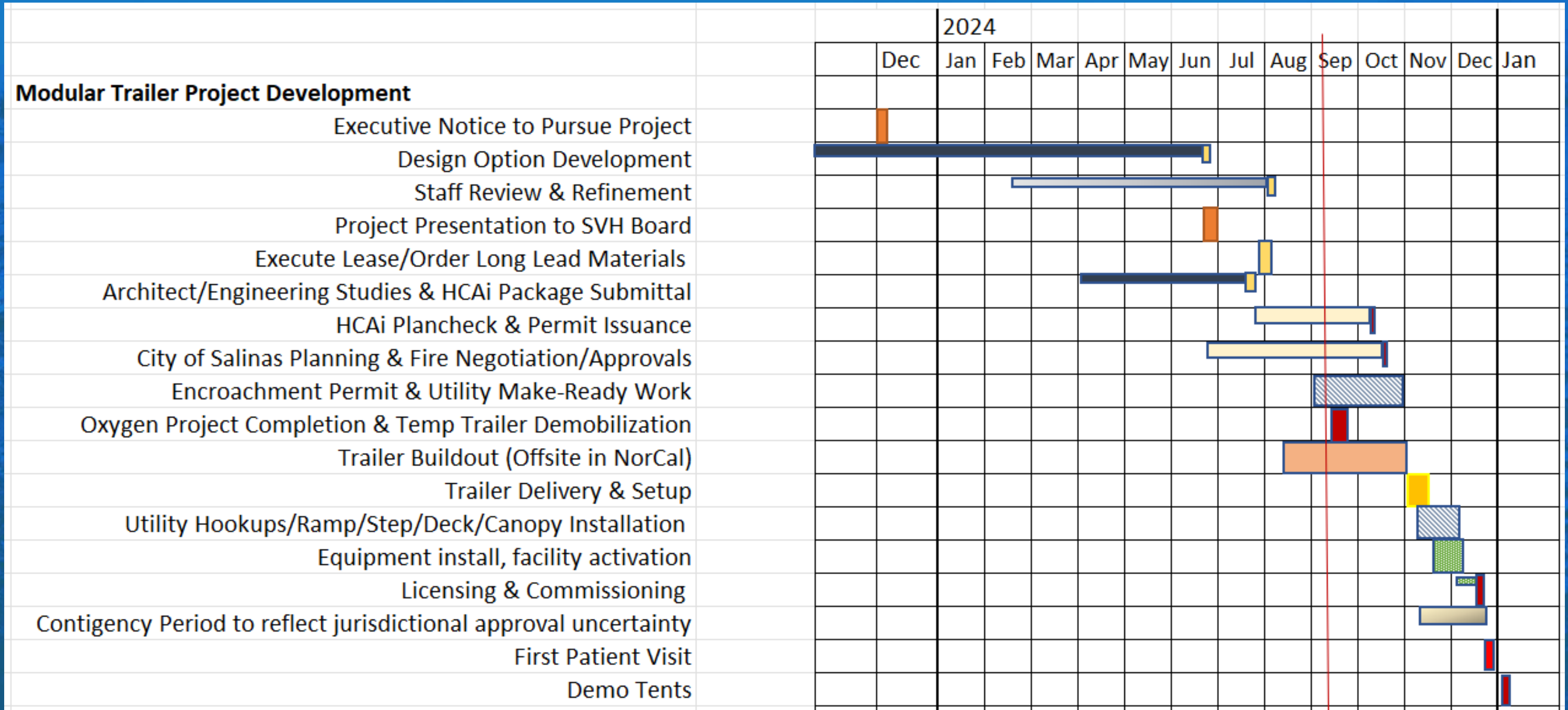
Triage/Care Initiation Modular



Fast Track Modular



DEVELOPMENT SCHEDULE



Revised September 10, 2024

June 27, 2024

SVH ED Overflow Trailer Project - Construction Budget					
September 9, 2024 - based on 2-trailer scheme 5.23.24					CIP: 01.1250.3805
Item	Description			Current Budget	Notes
CONSTRUCTION					
1	Make Ready - site prep/waste lateral/elect upgrade			\$100,000	
2	MobMod 2- trailer modification/delivery/setup			\$494,975	
3	MobMod 2-trailer De-Mob & return expenses			\$32,244	
4	Trailer Interior - Additions by SVH (onsite)			\$75,000	
5	Deck/Ramp/Steps on-site			\$80,000	
6	Protective Covering over Deck/Ramp			\$50,000	
7	Low Voltage Budget - Data/CodeBlue/Etc			\$250,000	
	SVH furniture package			\$50,000	
8	SVH add Medical Equipment - not in Capital Request			excluded	
9	Site Lighting - allowance			\$10,000	
10	Temp Fencing - allowance			\$7,500	
11	Signage - allowance			\$5,000	
	Subtotal			\$1,154,719	
SOFT COSTS					
12	Permit Architecture/Engineering - WRD team			\$75,000	
13	HCAi Permit			\$5,000	
14	Consultant - for City CUP/Encroach - KimleyHorn			\$43,700	
15	City of Salinas Permit			\$7,500	
16	IOR			\$12,000	
17	Special Inspection			\$5,000	
18	Construction Management			\$150,000	
	Subtotal			\$298,200	
	Subtotal			\$1,452,919	
19	Project Contingency		10 %	\$145,292	
20	Subtotal - Development & Construction			\$1,598,211	
21	36 months - lease payments			\$185,472	
22	Total Project Cost			\$1,783,683	

Board Paper: Finance Committee

Agenda Item: Consider Recommendation for Board Approval of the Lease Agreement between Salinas Valley Memorial Healthcare System (SVMHS) and Mobile Modular Management Corporation for the construction and lease of two (2) modular units.

Executive Sponsor: Clement Miller, Chief Operating Officer
 Carla Spencer, Chief Nursing Officer
 David Thompson, Interim Emergency Department Director

Date: July 22, 2024

Executive Summary

As part of the strategy to provide an improved care setting for our growing Emergency Department population Salinas Valley Health Medical Center (SVHMC) is seeking to outfit and lease 2 24x60 modular units that will be configured to meet the needs of our Emergency Department. The placement of these modular units will allow the organization to eliminate the use of the ED tents in addition to returning the Whitney Waiting Room to its intended use, a surgical waiting area.

Background/Situation/Rationale

At the height of the pandemic SVHMC determined that it was necessary to provide expanded emergency department space to meet the growing demand for emergency services. To accomplish this quick expansion the organization settled on erecting temperature controlled tents that have remained in service for the better part of the last 3 years. As with any tent structure, our current emergency room tents are not made for long term use. The tents are not impervious to rain, they often flood and maintaining an optimal temperature has proven to be difficult.

Over the past year the organization has sought out viable options to vacate the tent for a more suitable environment and after reaching out to multiple vendors we were able to locate a California based vendor that can meet our needs. Transitioning from the tents to the prefabricated modular units will allow the organization to provide care in a structure that meet's the current code, that is impenetrable of rain and wind, and is outfitted with an HVAC system to ensure that our staff and patients are comfortable when providing and receiving care

Pillar/Goal Alignment:

Service People Quality Finance Growth Community

Financial Implications

The essential terms of the proposed Lease are as follows:

Key Contract Terms	Mobile Modular Management Corporation
1. Proposed effective date	August 2024
2. Term of agreement	Three (3) years commencing September 2024.
3. Renewal terms	Market Rate
4. Cost	Lease - \$4,151.74 per month (\$49,820.88 annually, \$149,462.64 for the 3 year term Construction & Delivery - \$499,889.90 Pick up - \$32,244
5. Budgeted (indicate y/n)	Yes

Schedule: December 2023 – Executive approval to move forward with modular plan
 June 2024 – Board presentation
 July 2024 – Quote received

Recommendation

Consider Recommendation for Board Approval of the Lease Agreement between Salinas Valley Memorial Healthcare System (SVMHS) and Mobile Modular Management Corporation for the construction and lease of two (2) modular units, pending final contract negotiations and legal counsel approval

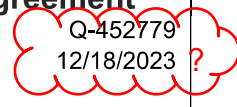
Attachments

- Attachment 1: June 2024 Board Presentation
- Attachment 2: Mobile Modular Lease Quote & Agreement – pending final contract review and approval
- Attachment 3: RFP Justification



Mobile Modular Management Corporation
 5700 Las Positas Rd
 Livermore, CA 94551
 925-606-9000
www.mgrc.com

Lease Quotation and Agreement	
Quote #	Q-452779
Date of Quote	12/18/2023
Quote Expiration Date:	
Lease Term:	36 Months
Lessee PO#:	



Lessee Name and Billing Address	Site Information	Lessor Name
Bogard Construction ("Lessee") 350 Coral Street Santa Cruz, CA 95060 Stephen Lyon Phone: 1 (831) 601-4718 slyon@bogardconstruction.com	Stephen Lyon 450 East Romie Lane Salinas, CA 93901 Cell: 1 (831) 601-4718 slyon@bogardconstruction.com	Mobile Modular Management Corporation a Division of McGrath RentCorp ("Lessor") Questions? Contact: Matt Benas Direct Phone: 1 (925) 453-3122 matt.benas@mobilemodular.com

Equipment and Accessories	Qty	Monthly Rent	Extended Rent	Taxable
Office, 24x60 HCD (NonStd) (Non-Standard Configuration.Size excludes 3' towbar.)	1	\$1,597.00	\$1,597.00	Y
Filter Replacement Program	2	\$27.00	\$54.00	Y
Damage Waiver	2	\$75.00	\$150.00	N
Office, 24x60 HCD (Item1274) (4 Offices.Size excludes 3' towbar.Vinyl wrap panel interior.)	1	\$1,597.00	\$1,597.00	Y
Filter Replacement Program	2	\$27.00	\$54.00	Y
Damage Waiver	2	\$75.00	\$150.00	N
Equipment and Accessories Monthly Subtotal:				\$3,602.00

Charges Upon Delivery	Qty	Charge Each	Total One Time	Taxable
Office, 24x60 HCD (NonStd) (Non-Standard Configuration.Size excludes 3' towbar.)				
Delivery	2	\$1,247.00	\$2,494.00	N
Delivery Pilot	2	\$547.00	\$1,094.00	N
Delivery Permit	2	\$150.00	\$300.00	N
Block and Level Building	1	\$6,783.00	\$6,783.00	N
Foundation, Installation	16	\$261.00	\$4,176.00	Y
Foundation, IC Provide Material	16	\$224.00	\$3,584.00	Y
Essential Material Handling Fee	2	\$75.00	\$150.00	N
Removal, Towbar/Hitch	2	\$215.00	\$430.00	N
Skirting, Install	168	\$24.00	\$4,032.00	Y
Modification (In House Labor) (Install sheet vinyl flooring)	1	\$30,550.00	\$30,550.00	Y
Drawings (Modification plans and foundation plans)	1	\$5,130.00	\$5,130.00	N
Service, Forklift On Delivery	1	\$1,688.00	\$1,688.00	N
Additional Labor, Rolling On Delivery	1	\$878.00	\$878.00	N
Office, 24x60 HCD (Item1274) (4 Offices.Size excludes 3' towbar.Vinyl wrap panel interior.)				
Delivery	2	\$1,247.00	\$2,494.00	N
Delivery Pilot	2	\$547.00	\$1,094.00	N



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Delivery Permit	2	\$150.00	\$300.00	N	
Block and Level Building	1	\$6,783.00	\$6,783.00	N	
Foundation, Installation	16	\$261.00	\$4,176.00	Y	
Foundation, IC Provide Material	16	\$42.00	\$672.00	Y	
Essential Material Handling Fee	2	\$75.00	\$150.00	N	
Removal, Towbar/Hitch	2	\$215.00	\$430.00	N	
Skirting, Install	168	\$24.00	\$4,032.00	Y	
Drawings (Modification plans and foundation plans)	1	\$5,130.00	\$5,130.00	N	
Modification (In House Labor) (Install sheet vinyl flooring)	1	\$30,550.00	\$30,550.00	Y	
Modifications			\$344,375.00		
Charges Upon Delivery Subtotal:			\$461,475.00		
Charges Upon Return		Qty	Charge Each	Total One Time	Taxable
Office, 24x60 HCD (NonStd) (Non-Standard Configuration.Size excludes 3' towbar.)					
Return	2	\$1,247.00	\$2,494.00	N	
Return Pilot	2	\$547.00	\$1,094.00	N	
Return Permit	2	\$150.00	\$300.00	N	
Prepare Equipment For Removal	1	\$4,981.00	\$4,981.00	N	
Foundation, Removal	16	\$80.00	\$1,280.00	N	
Cleaning Fee	2	\$450.00	\$900.00	N	
Installation, Towbar/Hitch	2	\$215.00	\$430.00	N	
Skirting, Removal	168	\$20.00	\$3,360.00	N	
Service, Forklift On Return	1	\$1,688.00	\$1,688.00	N	
Additional Labor, Rolling On Removal	1	\$878.00	\$878.00	N	
Office, 24x60 HCD (Item1274) (4 Offices.Size excludes 3' towbar.Vinyl wrap panel interior.)					
Return	2	\$1,247.00	\$2,494.00	N	
Return Pilot	2	\$547.00	\$1,094.00	N	
Return Permit	2	\$150.00	\$300.00	N	
Prepare Equipment For Removal	1	\$4,981.00	\$4,981.00	N	
Foundation, Removal	16	\$80.00	\$1,280.00	N	
Cleaning Fee	2	\$450.00	\$900.00	N	
Installation, Towbar/Hitch	2	\$215.00	\$430.00	N	
Skirting, Removal	168	\$20.00	\$3,360.00	N	
Estimated Charges Upon Return Subtotal:			\$32,244.00		



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Total Estimated Charges	
	Subtotal of Monthly Rent \$3,602.00
	Personal Property Expense \$223.60
	Taxes on Monthly Charges \$326.14
	Total Charges per Month (including tax) \$4,151.74
	Charges Upon Delivery (including tax) \$495,738.16
	Estimated Charges Upon Return (including tax)* \$32,244.00
	Estimated Initial Invoice* \$499,889.90

***Charges upon return will be charged at Lessor's then-current rates for lease terms greater than 12 months.**

Special Notes
<p>Two 24x60 modular building with sheet vinyl flooring, custom layouts (per the provided drawings), custom windows and the exterior painted your choice of colors. The modification charges is the cost to create the custom layouts from the existing buildings and includes the cost to restore back to standard and HCD state inspections and approvals. Ramps, decks, stairs, fire rated walls, and cabinetry have not been included.</p> <p>Fire Related Items: Unless noted, fire related items (alarms, sprinklers, smoke & heat detectors, and fire-rated walls, etc.) are not included.</p> <p>General: Customer's site must be dry, compacted, level and accessible by normal truck delivery. Pricing does not include any clearing or grading of sites, obstruction removal, site or final building clean up , any asphalt transitions, dolly, crane, forklift, electrical or plumbing connections, window coverings, furniture, casework, appliances, doorstops, phone or data lines, gutters, downspouts or tie-in, temporary power, temporary fencing, traffic control, flagmen, soil and/or pull test, custom engineering, fees associated with inspections, city or county submittals and/or use permits, security screens, door bars and any item not specifically listed as being included.</p> <p>Yes - Prevailing Wage: Pricing includes prevailing wage and certified payroll for installation and dismantle work performed on site.</p> <p>Buildings containing a restroom(s): Restrooms are not self-contained. Where applicable, manifolds are shipped loose and assembled and connected by others. Water & sewer stub-out locations may vary. Paper & soap dispensers, sanitary and trash receptacles are not provided.</p> <p>HVAC Filter Replacement Program: Customer has selected the HVAC Filter Replacement Program. This service is incidental to the Lease of the Equipment and not included with any limited warranties. The additional charge for this service is included in the monthly rental rate reflected above. For this additional monthly charge, MMMC will mail three (3) HVAC filters on a quarterly basis. Customer shall be solely responsible for installation of the filters each month. Customer shall be responsible for charges that may result if Customer fails to properly replace HVAC filters on a monthly basis.</p>
Additional Information



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- Quote is valid for 30 days.
- Lessee's site must be dry, compacted, level and accessible by normal truck delivery. Costs to dolly, crane, forklift, etc. will be paid by Lessee. Unless noted, prices do not include permits, ramp removal, stairs, foundation systems, foundation system removal, temporary power, skirting, skirting removal, engineering, taxes or utility hookups.
- Subject to equipment availability. Unless noted, equipment and related furnishings, finishes, accessories and appliances provided are previously leased and materials, dimensions, and specifications vary. Detailed specifications may be available upon request.
- For lease transactions, Lessor reserves the right to substitute equal or better equipment prior to delivery without notice.
- This transaction is subject to prior credit approval. Security deposit and payment in advance may be required.
- **Sales Tax will be calculated based on the tax rate at the time of invoicing.**
- **Unless otherwise noted, prices do not include prevailing wages, Davis-Bacon wages, or other special or certified wages.**

Estimated Equipment Value		
The Estimated Equipment Value is listed below. Lessee is solely responsible for complying with all insurance requirements set forth in the Lease Terms and Conditions attached hereto.		
Equipment Description	Qty	Estimated Equipment Value (each)
Office, 24x60 HCD (NonStd)	1	\$171,600.00
Office, 24x60 HCD (Item1274)	1	\$172,400.00



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This Lease Quotation and Agreement is entered into by and between Lessor and Lessee effective as of the date signed by Lessee. This Lease Quotation and Agreement includes the terms and conditions set forth in the following two documents (collectively, the "Agreement"), each of which is incorporated herein by this reference:

1. **Lease Terms and Conditions** attached hereto; and
2. **Supplemental Lease Terms and Conditions** located at (<https://www.mobilemodular.com/contractterms>), as the same may be updated from time to time in the sole and absolute discretion of Lessor.

IN THE EVENT THE LESSOR AND LESSEE HAVE ENTERED INTO A MASTER LEASE AGREEMENT, THE TERMS OF SUCH MASTER LEASE AGREEMENT ARE INCORPORATED HEREIN BY THIS REFERENCE, ARE DEEMED A PART OF THIS AGREEMENT, AND TAKE PRECEDENCE OVER ANY CONFLICTING TERMS IN THIS AGREEMENT.

By signing below, Lessee: (1) acknowledges and agrees that it has received, read and understands the terms of this Agreement and agrees to be bound by the terms of this Agreement, including prices and specifications, and (2) instructs Lessor to make appropriate arrangements for the preparation and delivery of the Equipment identified herein. This Agreement may be executed in one or more counterparts (including through the use of electronic signatures), each of which shall be deemed an original and all of which shall constitute one and the same Agreement. Upon execution of this Agreement, Lessor shall generate a Lease Agreement Number, which shall be referenced on all Lessor invoices.

No document provided by Lessee, including, without limitation, Lessee's purchase orders, work orders, bills of lading, or forms for receipt or acknowledgment or authorization ("**Lessee Forms**"), nor the terms and conditions associated with such Lessee Forms, shall amend, modify, supplement, waive, or release any term or condition of this Agreement (or the Master Lease Agreement, as applicable) even if such Lessee Forms are signed by an agent or representative of Lessor. The terms and conditions of this Agreement (or the Master Lease Agreement, as applicable) shall prevail over any Lessee Forms, and any inconsistent or additional terms and conditions in Lessee Forms shall be deemed void *ab initio* and of no force or effect.

The individuals signing this Agreement affirm that they are duly authorized to execute this Agreement by and on behalf of the parties hereto.

LESSOR:
 Mobile Modular Management Corporation
 a Division of McGrath RentCorp

LESSEE:
Bogard Construction

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



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LEASE TERMS AND CONDITIONS

- LEASE.** Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor, the Equipment (as defined below). The lease of any Equipment is governed by the terms of this Agreement. The Equipment is and shall remain the personal property of Seller.
- TERMS.** All capitalized terms used and not otherwise defined herein, will have the meanings set forth in this Agreement. As used in this Agreement, the following definitions shall apply: **"Accessories"** shall mean any additions, attachments, or accessories to the modular buildings, or ancillary services, provided by Lessor to Lessee and identified in this Agreement; **"Equipment"** shall mean the modular buildings, Accessories, and/or Services identified in this Agreement, together with any replacements, repairs, additions, attachments or accessories hereafter rented to Lessee under this Agreement.
- PAYMENTS AND PRICE ADJUSTMENTS.** Lessee agrees to pay to Lessor each payment specified herein on a net invoice basis. Payment terms are net due upon receipt unless otherwise agreed upon in writing. All payments due from Lessee pursuant to this Agreement shall be made by Lessee without any abatement or setoff of any kind whatsoever arising from any cause whatsoever. Prices will be increased by Lessor for unknown circumstances or conditions, including, but not limited to, driver waiting time, special transport permits, difficult site conditions and/or increases in fuel prices.
- LEASE TERM; EARLY TERMINATION.** The Lease Term and Monthly Rent, each of which are specified in this Agreement, shall commence on the date the Equipment is delivered to the Site (the "Start Rent Date"), unless a different date is mutually agreed upon in writing, and shall continue thereafter for the number of months specified in this Agreement as the Lease Term. Lessee agrees to pay the Total Charges per Month specified in this Agreement (as may be adjusted pursuant to Section 5 below) for each month during the Lease Term and any extensions thereof. A month is defined as thirty (30) calendar days; rent will be billed monthly unless otherwise specified in this Agreement (but rent shall be due and owing even in the absence of actual receipt by Lessee of an invoice or bill). In the event that Lessee terminates this Agreement prior to the expiration of the Lease Term, Lessor shall be entitled to charge an early termination fee, even if such termination occurs prior to delivery of the Equipment. Such fee shall be determined by Lessor, in its sole discretion, following the receipt of the termination request. Such early termination fee may include, but shall not be limited to, charges related to the preparation of the Equipment for delivery and/or the rental value of this Agreement. In no event shall any such early termination fee exceed the total value of this Agreement. Lessor shall not be liable to Lessee for any failure or delay in obtaining, delivering or setting up the Equipment. If Lessee delays delivery of the Equipment for any reason for thirty (30) days or longer from the original delivery date mutually agreed upon between both parties, Lessor may, in Lessor's sole discretion, charge Lessee a monthly storage fee equal to the Monthly Rent starting on the original delivery date, and/or terminate this Agreement, subject to the early termination provisions set forth above.
- EXTENSION OF LEASE TERM.** Upon expiration of the initial Lease Term set forth in this Agreement, the lease of the Equipment shall automatically be extended on a month-to-month basis until the Equipment is returned to Lessor. This Agreement does not expire and the terms and conditions hereof shall remain in full force and effect for any extension of the Lease Term, unless otherwise agreed upon by Lessor and Lessee in writing. Lessor may periodically revise the Total Charges per Month from those reflected in this Agreement if the lease of the Equipment is extended beyond the initial Lease Term. If the lease of the Equipment is extended beyond the initial Lease Term, Lessor may revise the charges for the Charges Upon Return from those specified in this Agreement to reflect Lessor's then-current market rates for such services.
- PREPARATION FOR REMOVAL OF THE EQUIPMENT.** Prior to the scheduled removal of the Equipment, Lessee shall, at a minimum: (a) provide clear access to the Equipment for Lessor to dismantle and remove the Equipment from the Site by industry-standard trucking methods; (b) disconnect all utilities; (c) remove all personal property of Lessee's from the Equipment; and (d) in the case of Equipment that includes plumbing, flush the plumbing lines clean and ensure that no foreign matter remains in any fixtures. Plumbing must be properly disconnected by Lessee at its sole cost and expense. Lessee will be responsible for costs of repair required by improper plumbing disconnection to the extent that the Equipment is damaged. Any components, parts or accessories supplied by Lessor must be returned with the Equipment. In the event that Lessee fails to meet the requirements herein, additional charges may be incurred by Lessee for additional labor, waiting time, or dry-runs in the event that Lessor is unable to return the Equipment as scheduled.
- RETURN OF EQUIPMENT.** Lessee must provide a minimum of thirty (30) days prior, written notice to Lessor when requesting to return the Equipment. Lessee is responsible for complying with the requirements set forth in the "Preparation for Removal of the Equipment" section of these Lease Terms and Conditions. Unless otherwise agreed upon by Lessor in writing, Lessee shall continue to be responsible for payment of the Total Charges per Month set forth in this Agreement (as may be adjusted pursuant to Section 5 hereto) until return of the Equipment to Lessor is completed. The Total Charges per Month will be prorated in one-half (1/2) month increments only. If the Equipment is returned within the first fifteen (15) days of the billing period, Lessee shall be responsible for paying half of the Total Charges per Month; if Equipment is returned between the sixteenth (16th) and thirtieth (30th) days of the billing period, Lessee shall be responsible for paying the entire amount of the Total Charges per Month. The charges reflected in this Agreement for Charges Upon Return will be adjusted for any Lease Term longer than twelve (12) months or if the Lease is extended beyond the initial Lease Term, pursuant to Section 5.
- WARRANTIES; DISCLAIMER.** Lessor warrants to Lessee that the Equipment, when delivered and set up and under normal use and regular service and maintenance by Lessee, shall be free from major defects in materials and workmanship that prevent any normal use and operation. Accessories supplied by Lessor pursuant to this Agreement but not owned by Lessor shall not be subject to the foregoing warranty, but shall carry the applicable warranty of the Accessory owner, which Lessor hereby assigns to Lessee to the extent transferable. Lessor's liability under this warranty shall be limited to the replacement or repair of the defective Equipment (during Lessor's normal working hours), at Lessor's option; provided, however, that Lessee shall provide written notice of any failure or defect to Lessor within four (4) days after discovery, and within the applicable warranty period, and failure to provide such notice in a timely manner may result in a limitation of this warranty at Lessor's sole option. If Lessee does not grant clear, unobstructed access for any such repairs between 8:00 a.m. and 5:00 p.m., Monday through Friday, Lessee shall bear the cost of repair rates for labor at the applicable overtime rates. This warranty does not



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extend to any Equipment subjected to improper application, damaged by accident or abuse, or repaired or altered outside of Lessor's facilities without prior written authorization from Lessor. **THE EXPRESS WARRANTIES CONTAINED IN THIS AGREEMENT ARE LESSOR'S SOLE AND EXCLUSIVE WARRANTIES WITH RESPECT TO THE EQUIPMENT AND SERVICES, AND ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, GUARANTEES, PROMISES, AFFIRMATION OR REPRESENTATIONS OF ANY KIND, EXPRESSED OR IMPLIED, WHICH MAY BE DEEMED APPLICABLE TO THE EQUIPMENT OR SERVICES, INCLUDING WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, ANY WARRANTY AGAINST INFRINGEMENT OR AS TO TITLE, WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OR TRADE OR ANY OTHER MATTER, EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, ALL EQUIPMENT AND SERVICES ARE BEING PROVIDED "AS IS", "WHERE IS, WITH ALL FAULTS". LESSOR SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST OR PRESENT, THERETO. LESSEE HAS SELECTED ALL EQUIPMENT FOR LESSEE'S INTENDED USE AND RECOGNIZES THAT LESSOR IS NOT A DESIGNER OR MANUFACTURER OF ANY EQUIPMENT.**

9. **TAXES.** Lessee agrees to be responsible for all charges, fees and taxes (local, state and federal) levied or assessed upon Lessee or Lessor relating to the ownership, leasing, rental, sale, possession, use or operation of the Equipment (including, without limitation, sales, use and personal property taxes); provided, however, that the foregoing obligation shall not apply to any local, state or federal income tax assessed against the Lessor as a result of this Agreement which shall continue to be the obligation of Lessor. Lessee shall pay all such taxes for which it is responsible to the appropriate taxing authorities or, if directed or invoiced by Lessor, pay such amounts to Lessor for remittance by Lessor to the appropriate taxing authorities.
10. **LOSS OR DAMAGE.** Upon delivery and until the Equipment is removed from the Site by Lessor or its authorized agent, Lessee assumes all risk of loss or damage to the Equipment. Should any Equipment damaged be capable of repair, the Equipment shall be repaired and restored to its condition existing prior to such damage, at Lessee's sole cost and expense. In the event any of the Equipment is damaged beyond repair or is lost, stolen or wholly destroyed, this Agreement shall cease and terminate as to such Equipment as of the date of the event, accident or occurrence causing such loss or destruction, and Lessee shall pay Lessor within forty-five (45) days thereafter, an amount equal to the full replacement value of the Equipment, which payment obligation shall survive the termination of this Agreement.
11. **INSURANCE.** Lessee shall procure and maintain, at its sole expense (including all premiums, deductibles and self-insured retentions), (i) property insurance covering the loss, theft, destruction, or damage to the Equipment in an amount not less than the full replacement value thereof (and with a deductible no higher than \$25,000), naming Lessor as loss payee of the proceeds, and (ii) commercial general liability insurance (minimum of \$1,000,000 per occurrence and \$2,000,000 in the aggregate) (and with a deductible no higher than \$25,000), naming Lessor and its designees as additional named insureds. Lessee's insurance shall be primary and non-contributory to any insurance maintained by Lessor or any other additional insureds or additional named insureds. The liability insurance policy shall contain coverage for all contractual indemnity obligations of Lessee set forth in this Agreement, cross-liability and waiver of subrogation provisions in favor of Lessor and any other additional insureds. All evidence of all required insurance shall be in a form reasonably acceptable to Lessor and with a company having an A.M. Best rating of A- (VII) or better, and shall not be subject to cancellation without thirty (30) days' prior written notice to Lessor. Lessee shall provide to Lessor insurance certificates and endorsements (including without limitation, additional insured and loss payee endorsements) evidencing compliance with the insurance requirements of this Agreement (including without limitation, the deductible amounts and waiver of subrogation) prior to delivery of the Equipment and shall maintain all required insurance coverage until the Equipment is returned to Lessee. Lessor will not and does not provide insurance for any of Lessee's personal property that may be in or on any Equipment.
12. **INDEMNIFICATION AND LIMITATION OF LIABILITY.**
- (a) **LESSEE ON BEHALF OF ITSELF, ITS SUCCESSORS, ASSIGNS, PARENTS, SUBSIDIARIES, VENDORS, SUBCONTRACTORS, AND AFFILIATES, AND THEIR RESPECTIVE REPRESENTATIVES, DIRECTORS, OFFICERS, MANAGERS, VENDORS, MEMBERS, SHAREHOLDERS, PARTNERS, CONTRACTORS, EMPLOYEES, AGENTS, AND ASSIGNS (EACH, A "LESSEE PARTY," AND COLLECTIVELY, THE "LESSEE PARTIES") SHALL INDEMNIFY, DEFEND, RELEASE, AND HOLD HARMLESS LESSOR, ITS SUCCESSORS, ASSIGNS, PARENTS, SUBSIDIARIES, VENDORS, CONTRACTORS, AND AFFILIATES, AND THEIR RESPECTIVE REPRESENTATIVES, DIRECTORS, OFFICERS, MANAGERS, VENDORS, MEMBERS, SHAREHOLDERS, PARTNERS, CONTRACTORS, EMPLOYEES, AGENTS, AND ASSIGNS (EACH A "LESSOR INDEMNIFIED PARTY," AND COLLECTIVELY, THE "LESSOR INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL LOSSES, FEES, COSTS, EXPENSES, CLAIMS, LIABILITIES, DAMAGES, PENALTIES, FINES, FORFEITURES, AND SUITS (INCLUDING COSTS OF DEFENSE, SETTLEMENT AND REASONABLE ATTORNEYS' FEES, ENVIRONMENTAL CONSULTANTS AND EXPERT WITNESS FEES AT TRIAL AND ON APPEAL) (COLLECTIVELY, "LOSSES") RELATING TO, ARISING OUT OF OR IN CONNECTION WITH: (1) ANY BREACH OR NON-FULFILLMENT OF ANY COVENANT, AGREEMENT, OR OBLIGATION TO BE PERFORMED BY LESSEE PURSUANT TO THIS AGREEMENT, OR ANY INACCURACY IN OR BREACH OF ANY OF THE REPRESENTATIONS OF LESSEE SET FORTH IN THIS AGREEMENT; (2) THE OCCURRENCE OF ANY EVENT SET FORTH IN SECTION 13; (3) THE SELECTION, USE, POSSESSION, DELIVERY, RENTING, LEASING, SUBLEASING, OPERATION, TRANSPORT, MAINTENANCE, CONDITION, REPAIR, REPLACEMENT, REPOSSESSION, RETURN OR STORAGE OF ANY EQUIPMENT OR ANY SERVICES; (4) ANY FAILURE BY ANY LESSEE PARTY TO COMPLY WITH ANY APPLICABLE LAW IN CONNECTION WITH ANY EQUIPMENT OR THE SERVICES OR THIS AGREEMENT; (5) ANY DEATH OR BODILY INJURY TO ANY PERSON OR DESTRUCTION OR DAMAGE TO ANY PROPERTY TO WHICH THE ACTS OR OMISSIONS OF A LESSEE PARTY CONTRIBUTED; OR (6) ANY NEGLIGENT OR INTENTIONAL ACT OR OMISSION OF ANY LESSEE PARTY FOR ANY ACTION RELATED TO OR ANY USE OF ANY EQUIPMENT. THIS INDEMNITY SHALL APPLY EVEN IF SAID LOSSES ARE OCCASIONED, BROUGHT ABOUT OR CAUSED BY THE CONCURRENT NEGLIGENCE OF ANY LESSOR INDEMNIFIED PARTY, UNLESS A COURT OF COMPETENT JURISDICTION SHOULD DETERMINE THAT THE LOSSES WERE PROXIMATELY CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL ACTS OR OMISSIONS OF A LESSOR INDEMNIFIED PARTY. IF THE FOREGOING**



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OBLIGATIONS ARE NOT ENFORCEABLE AGAINST LESSEE UNDER APPLICABLE LAW, LESSEE AGREES TO INDEMNIFY, DEFEND, RELEASE AND HOLD HARMLESS LESSOR INDEMNIFIED PARTIES FROM AND AGAINST ANY AND ALL LOSSES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, INCLUDING, WITHOUT LIMITATION, TO THE EXTENT OF THE ACTS OR OMISSIONS OF THE LESSEE PARTIES' NEGLIGENT OR WORSE CONDUCT. THIS INDEMNIFICATION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

(b) **TO THE FULLEST EXTENT NOT PROHIBITED BY LAW, LESSOR'S LIABILITY, IF ANY, SHALL BE LIMITED TO THE VALUE OF RENTAL FEES AND ALL OTHER AMOUNTS PAID BY LESSEE AND RECEIVED BY LESSOR UNDER THIS AGREEMENT FOR THE EQUIPMENT AND/OR SERVICES, AND LESSOR SHALL HAVE NO LIABILITY TO LESSEE OR ANY THIRD-PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.**

13. **EVENTS OF DEFAULT; REMEDIES.** Each of the following shall constitute an "Event of Default": (1) failure by Lessee to make any payment within ten (10) days after its due date; (2) failure by Lessee to perform any other obligation under this Agreement, and the continuance of such default for ten (10) days after written notice thereof by Lessor to Lessee; (3) any material misrepresentation or false statement of fact by Lessee; (4) the loss, theft, damage, destruction or the attempted sale or encumbrance by Lessee of any of the Equipment; or (5) Lessee's dissolution, termination of existence, discontinuance of business, insolvency, or the commencement of any bankruptcy proceedings by or against, Lessee. Lessee acknowledges that any Event of Default will substantially impair the lease value of the Equipment hereof. Upon the occurrence of any Event of Default, Lessor may, without notice, exercise one or more of the following remedies: (1) declare all unpaid payments under this Agreement to be immediately due and payable; (2) terminate this Agreement as to any or all items of the Equipment; (3) take possession of the Equipment wherever found, and for this purpose enter upon any premises of Lessee and remove the Equipment, without any liability to Lessee; (4) direct Lessee at its expense to promptly prepare the Equipment for pickup by Lessor; (5) proceed by appropriate action either in law or in equity to enforce performance by Lessee of the terms of this Agreement or to recover damages for the breach hereof, including attorneys' fees and any other expenses paid or incurred by Lessor in connection with the repossession of the Equipment; (6) apply the security deposit specified in this Agreement ("Security Deposit") to payment of Lessor's costs, expenses and attorney fees in enforcing the terms of this Agreement and to indemnify Lessor against any damages sustained by Lessor; and/or (7) recover the replacement cost of any Equipment which Lessor is unable to repossess.. Lessor's waiver of any Event of Default shall not constitute a waiver of any other Event of Default or of any term or condition of this Agreement. No right or remedy referred to herein is intended to be exclusive and each may be exercised concurrently or separately and from time to time. In the event of repossession, Lessee waives any bond posting requirement.

Lease Terms and Conditions, Rev. 07/01/2022



Mobile Modular Management Corporation
 5700 Las Positas Rd
 Livermore, CA 94551
 925-606-9000
www.mgrc.com

Lease Quotation and Agreement	
Quote #	Q-452779
Date of Quote	12/18/2023
Quote Expiration Date:	
Lease Term:	36 Months
Lessee PO#:	

DAMAGE AND DESTRUCTION WAIVER

This Damage and Destruction Waiver is an agreement between Bogard Construction (“Lessee”) and Mobile Modular Management Corporation, a division of McGrath RentCorp (“Lessor”), dated as of 12/18/2023 (the “Waiver”). This Waiver is hereby incorporated into and made a part of Lease Quotation and Agreement number Q-452779 (the “Lease Agreement”).

Lessee and Lessor agree as follows:

Section 1. Defined Terms.

All terms that are capitalized in this Waiver shall have the meanings ascribed to such terms in the Lease Agreement unless otherwise defined in this Waiver.

Section 2. Modification to Lease Terms and Conditions (Attachment A).

This Waiver relates to and modifies certain provisions of the Lease Terms and Conditions (the “Lease Agreement”) under which Lessee is leasing certain modular building(s) from Lessor (the “Equipment”).

Section 3. Waiver.

- (a) For and in consideration of the payment of a fee described in Section 4 (the “Waiver Fee”), and subject to payment of any applicable deductible as required in Section 5, and the limitations on coverage in Section 6, (i) Lessee is relieved of any obligation or liability for any loss or damage to the Equipment as required by Section 7 of the Lease Agreement, in the event of loss or damage to the Equipment by any of the causes in Section 3(b) and (ii) Lessee is relieved from the duty to maintain certain insurance insuring for loss, damage or destruction of the Equipment (“Property Insurance”) as required by Section 8 of the Lease Agreement.
- (b) Subject to the provisions of Section 3(a), this Waiver relieves Lessee of any obligation or liability for loss or damage to the Equipment in the event the Equipment is damaged by any of the following causes:
 - i. Fire and smoke damage
 - ii. Lightning
 - iii. Windstorm/Tornado
 - iv. Flood
 - v. Hail
 - vi. Earthquake
 - vii. Explosions
 - viii. Collision with a vehicle

Section 4. Waiver Fee.

- (a) The Waiver Fee specified in the Lease Agreement shall be payable monthly during each month of the Lease Term and any extensions thereof.
- (b) This Waiver is effective upon payment of the Waiver Fee.
- (c) The failure to make payment of the Waiver Fee each month shall cause this Waiver to be terminated immediately as of the date that such Waiver Fee was payable without further action or notice by Lessor (“Waiver Termination”).
- (d) In the event of a Waiver Termination, the obligations of the Lessee pursuant to Sections 10 and 11 of the Lease Agreement shall be immediately reinstated and applicable. Within five (5) days of such reinstatement of Section 11, Lessee shall provide proof of Property Insurance in which Lessee is named as an additional insured.

Section 5. Deductible.

Lessee shall pay a deductible on any damage to the Equipment per occurrence (“Deductible”). The applicable deductible amount shall be as set forth in the table below, based on the Estimated Insurance Value of the Equipment specified in the Lease Agreement. Provided that the cause of the damage to the Equipment results from a cause listed in Section 3(b) of the Waiver, Lessee shall not be liable for damage to the Equipment beyond the Deductible.

Estimated Insurance Value	Deductible
Less than \$50,000.00	\$2,500.00
Between \$50,001.00 and \$100,000.00	\$5,000.00
Between \$100,001.00 and \$250,000.00	\$10,000.00



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Lessee PO#:	

Above \$250,000.00	\$50,000.00
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Section 6. Limitations on Waiver.

Notwithstanding the waiver for losses and damages enumerated in Section 3 of this Waiver, Lessee shall be liable for loss or damage to the Equipment as follows:

- (a) damage caused by the gross negligence or intentional acts of Lessee or its agents and employees;
- (b) damage to Equipment that is located within 15 miles of an ocean, gulf or bay, due to windstorms and floods, including but not limited to hurricanes;
- (c) damage to Equipment caused by a windstorm, not including a tornado, resulting from Lessee failing to secure or tie down the Equipment as recommended by Lessor;
- (d) damage to contents of the Equipment or any real or personal property attached to or adjacent to the Equipment;
- (e) theft or disappearance of the Equipment;
- (f) damages to the Equipment from Lessee's failure to limit or mitigate the continuation of damage to the Equipment;
- (g) liability for death or injury to any person;
- (h) damages for Lessee's unauthorized improvements or modifications or additions to the Equipment;
- (i) damages from graffiti, or other paint contamination or paint damage by any means;
- (j) damage to the Equipment caused by any condition or event not enumerated in Section 3(b) of this Waiver

Section 7. Liability Insurance.

This Waiver does not affect the obligation of Lessee to maintain General Liability insurance as specified in Section 8 of the Lease Agreement for any liability arising out of or relating to Lessee's Lease of the Equipment.

Section 8. Nature of Waiver.

This Waiver is not insurance. It is a contractual agreement that relieves Lessee from certain duties and liabilities upon the payment of the Waiver Fee. The Waiver does not extend to or relate to any damage or loss of property in, on or about the Equipment. The Waiver does not extend to any loss or damage to the Equipment caused by the intentional acts of Lessee. Lessee shall be responsible for and will pay to Lessor amounts equal to the loss or damage caused to or sustained by the Equipment as a result of the intentional acts of Lessee. The Waiver does not relieve or affect any liability that Lessee may have as a result of the use of the Equipment.

Section 9. Other Terms and Conditions of the Lease Agreement.

Except for the waiver of the provisions of Section 7 and Section 8 of the Lease Agreement, all other terms and conditions of the Lease Agreement remain in full force and effect and shall not be modified by this Waiver.

Section 10. Notice of Loss, Damage or Destruction of Equipment.

Lessee will promptly advise Lessor in writing of any loss, damage, or destruction of the Equipment. Such notice of loss must be made within one (1) business day of the day on which Lessee knows of or has reason to believe that the Equipment is the subject of any loss, damage or destruction.

Section 11. Termination of the Waiver.

Lessee and Lessor may each terminate this Waiver upon thirty (30) days prior written notice. The Waiver may also be terminated by Lessor upon the default of Lessee to pay the required Waiver Payment as provided by Section 2(b) and 2(c) of this Waiver.

Section 12. Counterparts.

This Waiver may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or with any electronic signature complying with the U.S. federal E-SIGN Act of 2000, (e.g. execution of this Waiver may be through an e-sign service www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.



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Lease Quotation and Agreement	
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Lease Term:	36 Months
Lessee PO#:	

This Waiver is executed as of the day and year first above written.

LESSOR:
 Mobile Modular Management Corporation
 a Division of McGrath RentCorp

LESSEE:
Bogard Construction

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SVHMC ED Modular RFP Justification

The Salinas Valley Health construction team reached out to 3 vendors to seek their support with the development of a modular structure to offset the tent space and surgical waiting room currently utilized to support the emergency department volume.

Company 1: Scotsman – Based out of state and was unable to provide us with a workable and compliant option.

Company 2: Did not respond to requests for proposal

Company 3: Mobile Modular – California based company chosen based on their ability to meet our needs.

Company 3: Forts-Fold out shelters – The modular this vendor would supply did not meet the HCAI standards required for our purposes.



Facilities Development Division
Office of Statewide Health Planning and Development
400 R Street, Suite 200 • Sacramento, CA 95811 • (916) 440-8300
700 N. Alameda Street, Suite 2-500 • Los Angeles, CA 90012 • (213) 897-0166

POLICY INTENT NOTICE (PIN)

SUBJECT

Review of Mobile Units Used for Outpatient Hospital Services

PIN: 34

Effective: 3/08/2002

Revised: 3/17/2017



PURPOSE

This Policy Intent Notice (PIN) provides guidelines for reviewing the installation of “mobile units” that are to be used for outpatient clinical services or duplicate hospital services, as described in Health and Safety Code (HSC) §129730. The guidelines identify what elements of the installation OSHPD will review when a mobile unit is located on a hospital campus.

The term “mobile unit,” as used in this PIN, includes “special purpose commercial coach,” as defined in HSC § 18012.5, and “commercial modular,” as defined in HSC §18001.8, if they are to be used to provide medical, diagnostic or treatment services. Such services must be approved as a service of a licensed “health facility,” as defined in HSC §1250. Mobile unit services are not to be used as a primary source for basic hospital service(s), except in response to a natural disaster or other emergency event, pursuant to HSC §1765.165 (a).

A “mobile unit” does not include a modular, relocatable, or transportable unit that is designed to be placed on a foundation when it reaches its destination. When used to provide medical, diagnostic or treatment services these units must comply with code requirements for buildings.

BACKGROUND

Special purpose commercial coaches and commercial modulars are excluded from the California Building Code (CBC) definition of a “building”; therefore, these units are not subject to Title 24, California Building Standards Code requirements and are not under OSHPD jurisdiction.

These mobile units are often used to provide outpatient clinical services or duplicate hospital services and may be located in proximity to a hospital building. The installation of the unit could potentially result in fire and life safety hazards or impede means of egress from the hospital. Although OSHPD has no authority to regulate the mobile unit or its contents, it does have the authority and responsibility to ensure the hospital building is protected from adjacent hazards. OSHPD’s jurisdiction is therefore limited to the installation of a mobile unit and the impact in relation to a hospital building.

POLICY

The Office will review drawings for the installation of a mobile unit to be located on a hospital campus when the unit is to be used to provide outpatient clinical services or duplicate hospital services, only as allowed by HSC §129730.

PROCEDURE

Guidelines for Review of Mobile Unit Installation

1. The project package submitted for OSHPD review will be presented from the hospital building perspective for site utilities, accessible path of travel between the hospital and the mobile unit, opening protection, egress, pedestrian walkways and connecting structures.
2. When a mobile unit is located proximate to a hospital building, the Office will review it to the requirements of the CBC for **buildings on the same lot**.
3. When the mobile unit is linked to the hospital building with a pedestrian walkway, the Office will review to the requirements of the CBC for **pedestrian walkways**.
4. The Office will review **connecting structures** such as walkways or weather protection structures between the mobile unit and the hospital building to the requirements of the CBC on an individual basis.
5. OSHPD will review **utility connections** for mobile units that originate in, pass through, or pass under buildings regulated by OSHPD.
6. OSHPD will not review the mobile unit for conformance with Title 24, California Building Standards Code requirements, including seismic anchorage of the unit and location of the unit as it relates to required side yards.
7. Mobile units shall not obstruct the required means of egress from the hospital building or obstruct fire department access, or access to fire protection equipment including fire hydrants, sprinkler control valves and fire department hose connections.
8. All appropriate approvals must be obtained prior to usage of a mobile unit. Approvals may include Department of Public Health, License and Certification and local fire, planning and zoning authorities. For additional information regarding licensure of mobile units, refer to HSC §1765.101 through §1765.175.

Original signed

3/22/17

Paul Coleman

Date

*TRANSFORMATION, STRATEGIC PLANNING
AND GOVERNANCE COMMITTEE*

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

Board Paper: SVH Board of Directors

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

Executive Sponsor: Tim Albert, MD, Chief Clinical Officer
Gary Ray, Chief Legal Officer

Date: October 14, 2024

Executive Summary

In consultation with members of the medical staff, Salinas Valley Health (SVH) executive management has identified the recruitment of a physician specializing in **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 expand its Urology program, which includes adding a urological oncologist to perform robotic surgery cases.

The recommended Physician, **Lior Taich, MD**, received his Doctor of Medicine degree from New York Medical College in 2018. Dr. Taich attended Cedars-Sinai Medical Center for both his general surgery and urology residencies. He recently completed his Urological Oncology Fellowship at City of Hope Cancer Center. Dr. Taich is trained in robotic surgeries, holds a current California Medical License and plans to join SVH Clinics in November 2024.

Terms and Conditions of Agreements

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

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

- **Professional Services Agreement (PSA)**. Physician will be contracted under a PSA with Salinas Valley Health and a member of Salinas Valley Health Clinics. Pursuant to California law, the physician will not be an employee of SVH or SVH Clinics but rather a contracted physician.
- **Term**: PSA is for a term of two years, with annual compensation reported on an IRS W-2 Form.
- **Full-Time Schedule**. Physician will be scheduled to provide physician services to clinic patients on a full-time basis, 48 weeks per year; one week of which can be allocated to continuing medical education (CME).
- **Base Compensation**: \$575,000 per year.
- **Productivity Compensation**: To the extent it exceeds the base salary, physician is eligible for work Relative Value Units (wRVU) productivity compensation at a \$69.00 wRVU conversion factor.
- **Professional Liability Insurance**. Professional liability is provided through BETA Healthcare Group.
- **Benefits**. Physician will be eligible for standard SVH Clinics physician benefits:
 - ❖ Access to SVH Health Plan for physician and qualified dependents. Premiums are projected based on 15% of SVH cost.
 - ❖ Access to SVH 403(b) and 457 retirement plans. Five percent base contribution to 403(b) plan that vests after three years. This contribution is capped at the limits set by Federal law.
 - ❖ Four weeks (20 days) of time off each calendar year.
 - ❖ Continuing Medical Education (CME) annual stipend in the amount of \$2,400 paid directly to physician and reported as 1099 income.

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

Meeting our Mission, Vision, Goals

Strategic Plan Alignment:

The recruitment of Dr. Taich is aligned with our strategic priorities for the service, quality and growth pillars. SVH continues 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. Taich 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 Salinas Valley Health Board of Directors approve the following:

1. **The Findings Supporting Recruitment of Lior Taich, 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. Taich; and**
3. **The Contract Terms of the Urology Professional Services Agreement for Dr. Taich.**

Attachments

- Curriculum Vitae for Lior Taich, MD

Lior Benyamin Taich

Curriculum Vitae

Education

B.A. || University of California Santa Barbara ||2009 - 2013||

- Majors: Biology, Psychology
- Graduated with Honors

M.D. || New York Medical College ||2014 - 2018||

- Dean's Honors 2017: Best Research by Medical Student at NYMC

Internship || Cedars-Sinai Medical Center || General Surgery Intern ||2018 – 2019||

Residency || Cedars-Sinai Medical Center || Urology Resident ||2019 – 2023||

Fellowship || City of Hope Cancer Center || Urologic Oncology Fellow ||2023 – Present||

- Anticipated Graduation Date: 07/2024

Licensure

California State Medical License

License Number: A167387

Professional Experience

||2011-2012|| **Laboratory Assistant** || UCSB Neuroscience Research Institute

- Performed vascular surgeries on rats to analyze models of cocaine addiction
- Administered cocaine and various other injections to rats
- Assisted with Micro Dialysis
- Sliced rat brains for staining and histological analysis

||2012-2013|| **Mental Health Peer** || UCSB Counseling and Psychological Services

- Assessed psychological state of undergraduate and graduate students seeking assistance
- Provided one-on-one drop-in counseling to distressed students
- Served as member of Mental Health Panel; Responsible for organizing events for > 500 attendees regarding mental health education and suicide prevention

||2012-2014|| **Organic Chemistry and Science Tutor** || Private Business

- Tutored organic chemistry, biology, and neuroscience with an emphasis on conceptual understanding
- Facilitated students' improvement by multiple letter grades
- Organize structured lesson plans for individual and group sessions

Professional Activities

Cedars-Sinai Medical Center

||2020-2021|| **Housestaff Executive Committee Representative** || Cedars-Sinai GME

- Addressed logistic concerns pertaining to the urology residency program
- Assisted in establishing guidelines for COVID-19 scheduling modifications

Publications

Research Papers:

1. **Taich L***, Dallas K*, Kuhlmann P, Rogo-Gupta L, Eilber K, Anger JT, Scott V. Supracervical Hysterectomy is Protective Against Mesh Complications after Minimally Invasive Abdominal

Sacrocolpopexy: A Population-Based Cohort Study of 12,189 Patients. *The Journal of Urology*, Vol. 207,3 (2022): 669-676. doi:10.1097/JU.0000000000002262

2. **Taich L**, Zhao H, Stock SR, Howard LE, De Hoedt AM, Terris MK, Amling CL, Kane CJ, Cooperberg MR, Aronson WJ, Klaassen Z, Polascik TJ, Vidal AC, Freedland SJ. Radium-223 Utilization Patterns and Outcomes in Clinical Practice. *Urol Pract*. 2022 Sep;9(5):405-413. doi: 10.1097/UPJ.0000000000000316. Epub 2022 Jun 8. PMID: 37145712.
3. Masterson J, Zhao H, **Taich L**, Naser-Tavakolian A, Johnson J, Najjar R, Kim I, Gupta A. Robotic Bilateral Nephrectomy for Large Polycystic Kidney Disease *BJU International*, 2023 Jun 24. doi.org/10.1002/bco2.263

Reviews:

4. **Taich L**, Zhao H, Cordero C, Anger JT. New paradigms in the management of recurrent urinary tract infections. *Curr Opin Urol*. 2020 Nov;30(6):833-837. doi: 10.1097/MOU.0000000000000823. PMID: 32941258.

Editorials:

5. **Taich L**, Freedland SJ. Expert Comment: Trend for Stage and Grade Group of Prostate Cancer in the US. Practice Update. 2021 March.

Papers in Preparation (Research Completed):

6. **Taich L**, Dallas K, Zhao H, Naser-Tavakolian A, Kuhlmann P, Scott V, Eilber K, Anger JT. Reoperation Rate and Risk Factors after Artificial Urinary Sphincter Placement in a Large Population Based Cohort. TBD.
7. **Taich L**, Naser-Tavakolian A, Kuhlmann P, Daskivich T. Risk Factors for AKI after Pre-Operative Stent Placement. TBD.

Abstracts:

8. **Taich L**, Zeffren, M., Choudhury, M. Effect of duration of symptoms on orchiectomy rates in testicular torsion in patients under 25: important prognostic trends. 2017, March 21st, Annual Medical Student Research Forum, Valhalla, NY.
9. Souders C, **Taich L**, Jensen S, Houman J, Moradzadeh A, Nassiri N, Eilber K, Anger J. Transvaginal Mesh Safety Reporting Trends for Slings and Prolapse Mesh: Are We getting Better? 2018, May 18th, American Urological Association.
10. **Taich L**, Lin G, Amling C, Aronson W, Cooperberg M, Rivera L, Kane C, Klassen Z, Terris M, Freedland J. Halsteadian View of Prostate Cancer: Does Removing More Nodes at Radical Prostatectomy Affect Biochemical Recurrence? 2022, May 16th, American Urological Association.

Medical Executive Committee Summary – October 10, 2024

Items for Board Approval

Credentials Committee

Initial Appointments:

APPLICANT	SPECIALTY	DEPT	PRIVILEGES
Bidar, Maziar, MD	Ophthalmology	Surgery	Ophthalmology
Kaur, Amandeep, MD	Internal Medicine	Medicine	Hospitalist – Adult
Ramseur, Jr., James, MD	Ob/Gyn	Ob/Gyn	Hospitalist – Obstetrics and Gyn
Robledo, Aurora, MD	Family Medicine	Family Medicine	Adult Family Medicine: Family Medicine Pediatrics & Well Newborn Family Medicine Category I & II Obstetrics
Toyota, Brian, MD	Neurosurgery	Surgery	Neurosurgery

Reappointments:

APPLICANT	SPECIALTY	DEPT	PRIVILEGES
Abdo, David, DPM	Podiatry	Surgery	Podiatry Category A & B
Armfield, Derek, MD	Radiology	Surgery	Remote Radiology Salinas Valley Health Advanced Imaging – Non-Cardiac Diagnostic Radiology Remote Teleradiology/Radiology
Blakemore, Tonya, MD	Pediatrics	Pediatrics	Pediatrics
Castellanos, Edgar, MD	Family Medicine	Family Medicine	Family Medicine – Active Community
Edwards, Cheryl, MD	Ob/Gyn	Ob/Gyn	Ob Hospitalist
Ganji, Shiva, MD	Internal Medicine	Medicine	Hospitalist – Adult
Geller, Felix, MD	Psychiatry	Medicine	Tele-Psychiatry.
Inlow, Brian, DPM	Podiatric Surgery	Surgery	Podiatry Salinas Valley Health Wound Healing Clinic.
Kissell, Nicolas, MD	Endocrinology	Medicine	Endocrinology
Korya, Dani, MD	Neurology	Medicine	Tele-Neurology
Ludlow, Karen, MD	Family Medicine	Family Medicine	Family Medicine – Active Community
Markovtsova, Anastasia, MD	Emergency Medicine	Emergency Medicine	Emergency Medicine
Moreno, Alvaro, MD	Psychiatry	Medicine	Tele-Psychiatry
Morwood, David, MD	Plastic Surgery	Surgery	Plastic & Reconstructive Surgery Hand Surgery Microsurgery
Moshfeghi, Darius, MD	Ophthalmology	Surgery	Remote Pediatric Ophthalmology
Ramos, David, MD	Emergency Medicine	Emergency Medicine	Emergency Medicine
Resendez, Elpidio, MD	Emergency Medicine	Emergency Medicine	Emergency Medicine
Sepulveda, Michael, MD	Internal Medicine	Medicine	Hospitalist – Adult
Shu, Fred, MD	Radiology	Surgery	Remote Radiology Salinas Valley Health Advanced Imaging – Non-Cardiac Diagnostic Radiology Remote Teleradiology/Radiology

Swan, Justin, MD	Orthopedic Surgery	Surgery	Orthopedic Surgery Salinas Valley Health Wound Healing Clinic
Tardieu, Bert, MD	Orthopedic Surgery	Surgery	Orthopedic Surgery Orthopedic Robotic Surgery: ROSA.
Wong, Willard, MD	Orthopedic Surgery	Surgery	Orthopedic Surgery Orthopedic Spine Surgery
Wu, Jeffrey, MD	Radiation Oncology	Medicine	Radiation Oncology

Staff Status Modifications:

NAME	SPECIALTY	STATUS
Jani, Atul, MD	General Surgery	Move from Active to Senior Active status
Sandhu, Simranjit, DPM	Podiatry	Recommend advancement to Active status
Kroopf, Lisa, MD	Pain Medicine	Resignation effective 10/26/2024
McClellan, Roger, MD	Radiology	Resignation effective 09/24/2024

Other Items: (Attached)

ITEM	RECOMMENDATION
Otolaryngology – Clinical Privileges Delineation –	Recommended approval of the revision to the clinical privilege delineation for Otolaryngology.

Interdisciplinary Practice Committee

Applicants:

APPLICANT	PRIVILEGES	DEPT	COLLABORATING/SUPERVISING PHYSICIAN(S)
Cagni, Heather PA-C	Physician Assistant – Emergency Medicine	Emergency Medicine	Cristina Martinez, MD

Reappointments:

APPLICANT	PRIVILEGES	COLLABORATING/SUPERVISING PHYSICIAN(S)
Allen, Kamron, PA-C	Physician Assistant – Surgery	Travis Holcombe, MD, Jeremy Silk, MD and Matthew Romans, MD
Ganzhorn, Susan, PA-C	Physician Assistant	Guadalupe Arreola, MD, Miguel Dorantes, MD, Amanda Jackson, MD and Francis Rangel, MD

Other Items: (Attached)

Chest Pain/Cardiovascular Nursing Standardized Procedure	Recommend approval of proposed revisions
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Policies/Plans and Privilege Forms Recommended for Approval: (Attached)

1. Emergency Management Program Plan – Revised
2. Sedation Guidelines – Revised

Informational Items:

I. Committee Reports:

- a. Credentials Committee
- b. Interdisciplinary Practice Committee
- c. Quality and Safety Committee Reports:
 - Chest Pain/STEMI Program
 - Environment of Care Committee
 - Risk Management/Patient Safety
 - Accreditation and Regulatory
 - Fall Committee

II. General Rules and Regulations: Administrative correction to Physical Assessment Policy changing the word “Physician” to “Practitioner” in reference to who may complete a Physical Assessment.

III. Donation to CMA Education Fund: \$5,000.00 donation approved following presentation at the Annual Medical Staff Meeting on October 3rd.

IV. Other Reports:

- a. Summary of Executive Operations Committee Meetings
- b. Summary of Medical Staff Department/Committee Meetings
- c. Medical Staff Treasury Report October 4, 2024
- d. Medical Staff Statistics Year to Date
- e. Financial Update August 2024
- f. HCAHPS Update October 1, 2024

V. Order Sets:

- a. Acetylcysteine Non Tylenol
- b. Adm Hemodialysis
- c. Adm Labor Short Set
- d. Adm Pre Eclampsia
- e. Adm Labor-Delivery
- f. Admit COPD Exacerbation
- g. Anticoag Apixaban
- h. Anticoag Argatroban
- i. Anticoag Fondaparinux-Aristra
- j. Anticoag Reversal All
- k. Antimicrobials MED-SURG-ADULT
- l. Antimicrobials IV Renal Dosing
- m. Atrial Fibrillation
- n. Bowel Care Tube Feedings
- o. Bowel Care for Opioids
- p. Bronchoscopy Post Procedure
- q. Card Cath Pre Proc InPt
- r. Card Post TAVR
- s. Card Pre LAA Closure FUTURE
- t. Card Pre TAVR FUTURE
- u. Cardiac Surgery immediate
- v. Cardiac Surgery Pre Op
- w. Coronary CT Angiogram
- x. Dofetilide
- y. Donation after Cardiac Death
- z. Endoscopy InPt Orders
- aa. ENT Thyroid Parathy Post Op
- bb. Epidural Intrathecal Anesthesia

cc. Hip Replacement Post OP
dd. Hypertriglyceridemia Pancreatitis
ee. Insulins Infusion Adult
ff. Intensivist ICU Adm
gg. Knee Replacement Post Op
hh. Lexiscan Cardiology INPATIENT
ii. Lexiscan Cardiology OUTPATIENT
jj. NICU Admission Orders
kk. NM Treadmill Strees with Perfusion
ll. Orthopedic Pre OP
mm. Pacemaker-Defib Impl PostProc
nn. PCA-MD Continuous Opioid Rate
oo. Pediatric Fever Sepsis
pp. Pediatric GI
qq. Pediatric Admit Short Set
rr. Post Vaginal Delivery
ss. Pre Eclampsia
tt. Pre-Term Labor Delivery
uu. Sepsis Admission
vv. Sepsis Inpatient
ww. Stress Echo ESE with Exercise
xx. Stroke Intracerebral Hemorrhage
yy. Suicide Precaution Orders
zz. tPA for Pulmonary Embolism-Screen
aaa. TPE (Plasmapheresis)
bbb. Treadmill Stress Test
ccc.UTI Pyelonephritis-Adult
ddd. Ventilator Orders
eee.VTE Ortho Subset
fff. VTE Prophylaxis
ggg. Wound Care - Vac

Clinical Privileges Delineation Otolaryngology

Applicant Name: _____

Qualifications:

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

Board certification/eligibility requirements are applicable to new privilege requests after the Board of Directors approval of these revisions on September 28, 2017.

Board Certification:

Current Board certification or Board Eligible status (as defined by the corresponding specialty Board) in Otolaryngology by the American Board of Otolaryngology or the American Osteopathic Board of Otolaryngology. For Board Eligible applicants, Board Certification as defined above must occur within 5 years of completion of residency/fellowship or within the eligibility specified by the corresponding specialty Board.

Ongoing Board Certification:

Once certified by a recognized Board, the Medical Staff Member must remain certified as a condition for Medical Staff privileges. If the Medical Staff member's board certification lapses for any reason, they shall have a grace period of two (2) years from the expiration date to regain board certification. Failure to regain board certification within the specified time period shall result in automatic suspension of Medical Staff privileges.

Applicants more than two years out of Residency training must provide documentation of the performance of at least 200 surgical cases in the past 12 months in areas of head and neck, facial plastic and reconstructive surgery.

- Physicians involved in the evaluation and management of cancer patients must be either Board Certified, in the process of becoming board certified; or demonstrate ongoing cancer-related education by documenting 12 CME hours annually

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

General Privileges Statement:

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

Otolaryngology core privileges

Admit, evaluate, diagnose, provide consultation and comprehensive medical and surgical care to patients of all ages, except as specifically excluded from practice, presenting with diseases, deformities, or disorders of the head and neck that affect the ears, temporal bone, nose, throat, the respiratory and upper alimentary systems and related structures of the head and neck, including disorders of hearing and balance. Also included are privileges to treat patients presenting with conditions or disorders requiring reconstructive procedures within the head, face, neck and associated structures, including cutaneous head and neck oncology and reconstruction, management of maxillofacial trauma, soft tissue repair and neural surgery. Privileges include but are not limited to; and extensive reconstructive techniques on the tympanum, head and neck oncology and facial plastic reconstructive surgery and the treatment of disorders of hearing and voice.

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.

Core Proctoring Requirements:

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

Reappointment Criteria for Core Privileges:

Applicant must provide reasonable evidence of current ability to perform requested privileges, and be able to document successful performance of at least 50 varied otolaryngologic procedures during the previous 2 years.

AND

Be Board Certified. If the Medical Staff member's board certification lapses for any reason, they shall have a grace period of two (2) years from the expiration date to regain board certification. Failure to regain board certification within the specified time period shall result in automatic suspension of Medical Staff privileges.

Board certification/eligibility requirements are applicable to new privilege requests after the Board of Directors approval of these revisions on September 28, 2017.

Special Requirements:

Physicians involved in the evaluation and management of cancer patients must be either Board Certified, in the process of becoming Board certified; or demonstrated ongoing cancer-related education by documenting earning 12 CME hours annually.

Special Procedures/Privileges

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

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

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

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

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

Applicant: Check box marked "R" to request privileges

R	A	C	N	Procedure	Initial Appointment Current ACLS Certification AND	Proctoring	Reappointment Current ACLS Certification AND
				Moderate Sedation	Signed attestation of reading SVMH Sedation Protocol and learning module, AND Completion of written moderate sedation exam with minimum of 75% correct.	1	Completion of written moderate sedation exam with minimum 75% correct AND Performance of at least two (2) Cases within the past 24 months
				Surgical correction of primary cleft lip and palate deformities and correction of those craniofacial deformities not requiring an intracranial approach	Documentation of formal fellowship training which included these procedures AND Documentation of successful performance of at least 25 of these combined procedures within the past 24 months. Protocol: Must be performed in consultation with a craniofacial team	1	Successful performance of at least ten (10) procedures within the past 24 months

Applicant: Check box marked "R" to request privileges

R	A	C	N	Procedure	Initial Appointment	Proctoring	Reappointment
				Endoscopic Sinus Surgery	Successful completion of an accredited residency or fellowship in otolaryngology that included formal, supervised, hands-on endoscopic sinus training and the performance of at least 50 supervised endoscopic sinus procedures within the past 24 months.	1	20 endoscopic sinus procedures within the past 24 months
				Neurovascular Free Flap Reconstructive Surgery	Successful completion of an accredited residency or fellowship in otolaryngology that included formal supervised, hands-on training AND Documented performance of at least 20 procedures within the past 24 months.	None	Successful completion of three (3) procedures within the past 24 months
				Move to Core			
				Posterior or middle fossa microsurgery	Successful completion of an accredited residency or fellowship in otolaryngology that included formal, supervised, hands on training AND Documented performance of at least ten (10) procedures within the past 24 months.	None	Successful completion of three (3) procedures within the past 24 months

Applicant: Check box marked "R" to request privileges

R	A	C	N	Procedure	Initial Appointment	Proctoring	Reappointment
				<p>Neurotology: Cochlear Implants</p>	<p>Current certification in otolaryngology by the American Board of Otolaryngology or the American Osteopathic Board of Otolaryngology-Head and Neck Surgery and post-graduate training in otology/neurotology, OR Successful completion of an Accreditation Council for Graduate Medical Education (ACGME) or American Osteopathic Association (AOA) accredited post-graduate training program in otolaryngology followed by additional training or fellowship in otology/neurotology. AND Documentation of the successful performance of neurotological surgery at least 50 times during the last 12 months</p>	1	Documentation of at least 50 cases within the past 24 months
				Use and/or Supervision and/or Director of C-Arm And/or O-Arm	Current CA State Fluoroscopy Certificate	N/A	Current CA State Fluoroscopy Certificate

Salinas Valley Health Medical Center

Otolaryngology Core Procedure List: The following procedures are considered to be included in the core privileges for this specialty. When there is ambiguity as to whether a procedure is included in core, it should be clarified with the Department Chair, Chief Medical Officer and/or the Chief of Staff

Digestive core procedures:

1. Tongue surgery, reduction and local tongue flaps
2. Salivary duct surgery
3. Salivary gland surgery, including plastic repair of salivary complex
4. Surgery of the nasopharynx
5. Surgery of the oral pharynx and hypo pharynx
6. Ranula excision
7. Lip surgery including lip shave, partial or total resection with primary repair or by local or distant flaps
8. Tonsilectomy and adenoidectomy
9. Esophagoscopy (rigid or flexible) with biopsy, foreign body removal or stricture dilation
10. Surgery of the oral cavity including partial or total glossectomy, mandibulectomy, composite resection primary and tumor with neck dissection
11. Repair of fistulas, oral-antral, oral-nasal, oral-maxillary, oral-cutaneous, pharyngocutaneous, tracheocutaneous, esophagocutaneous

Respiratory core procedures:

1. Surgery of the larynx, including biopsy, partial or total laryngectomy
2. Laryngoscopy – with or without biopsy
3. Suspension microlaryngoscopy
4. Surgery of the nasopharynx
5. Nasal septoplasty
6. Sinus surgery
7. Caldwell Luc procedure
8. Dacyocystorhinostomy
9. Cricothyrotomy
10. Tracheostomy
11. Use of Lasers
12. Laryngoplasty and phonosurgery
13. Reconstructive procedures of the trachea and upper airway
14. Rhinoplasty
15. Bronchoscopy (rigid or flexible) with biopsy, foreign body removal or stricture dilation
16. Sleep Apnea surgery
17. Maxillectomy
18. Transnasal Transphenoidectomy

Otologic core procedures

1. All forms of surgery on the auditory canal, the tympanic membrane, and the contents of the middle and inner ear
2. Cochlear implants
3. Mastoidectomy
4. Tympanostomy tubes
5. Implantable hearing aids
6. Ossicular chains
7. Otoplasty
8. Temporal Bone Resection – Partial and Total

Musculoskeletal core procedures

- 1. Head and neck trauma including repair of facial soft tissue and boney injuries
- 2. Tumor surgery of the mandible
- 3. Torticollis

Facial Plastic Core Procedures:

- 1. Cleft palate correction – secondary revision
- 2. Facial Sling Procedure
- 3. Chemical peel and laser resurfacing
- 4. Facial plastic surgery, including cosmetic surgery of the eyelids, face, lips and external ear and repair of simple or complicated lacerations
- 5. Harvesting of skin, fat or bone grafts of the head and neck, hip, trunk and extremities
- 6. Neurorrhaphy and nerve graft
- 7. Facial reanimation using muscle transfers

Integument core procedures

- 1. Skin grafting procedures, full thickness or split thickness
- 2. Local cutaneous flaps
- 3. Extensive Excision of Malignant Tumors of Skin & Reconstruction
- 4. Myocutaneous flap (pectorales, trapezius, sternocleidomastoid)
- 5. Neurovascular pedicle flaps (chest, shoulder, forehead, scalp, cheek)

Lymphadic core procedures

- 1. Cervical lymph node biopsy
- 2. Treatment of major infections of the head and neck
- 3. Modified and radical neck dissection

Core procedures not associated with a category:

- Surgical removal of teeth
- Thyroglossal duct cyst
- Brachial Cleft
- Stealth Navigation system use
- Thyroid and Parathyroid

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.

Applicant Signature:

Date:

Acknowledgment of practitioner

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

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

Applicant Signature Date

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

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

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

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

Department Chair Signature Date

Status **Pending** PolicyStat ID **16201709**



Last Approved N/A
Next Review 3 years after approval

Owner **David Thompson:
Clinical Manager**
Area **Nursing
Standardized
Procedures**

Chest Pain/Cardiovascular Nursing Standardized Procedure

I. POLICY

- A. N/A

II. DEFINITIONS

- A. Wong-Baker Scale: System to rate pain on a numeric scale, zero (0) to ten (10).
- B. ER: Emergency Room
- C. EKG: Electrocardiogram
- D. IV/INT: Intravenous Therapy (saline lock) with intermittent flushes.
- E. CBC: Complete Blood Count
- F. CMP: Comprehensive Metabolic Panel
- G. TROP: Troponin
- H. sHCG: Human Chorionic Gonadotropin
- I. SOB: Short of Breath

III. PROCEDURE

- A. Function
 - 1. To expedite care for patients who present to the Emergency Department (ED) with a chief complaint of chest pain or other symptoms that may be cardiovascular/cardiac in nature.
- B. Circumstances

1. Setting Emergency

- a. Registered Nurses (RN) assigned to the ED may initiate orders for patients presenting with chest pain or symptoms that may be cardiac in nature prior to physician evaluation **IF**: the ED physician is not immediately available. The RN will obtain an EKG within 10 minutes. If an MD is not signed up or will not see within 30 min or a timely manner than the RN will ensure blood is drawn, order approved laboratory tests, initiate cardiac monitoring, place oxygen per protocol and place an INT with routine flushes. This will apply to patients with symptoms listed in the PATIENT CONDITIONS section below.

2. Supervision

- a. Registered Nurses who are qualified to perform this standardized procedure may independently order approved laboratory tests , order an EKG, previous EKG, Oxygen Administration, and start/place an IV if patients are unstable who present with a chief complaint of chest pain or other symptoms that may be cardiac in nature and for whom meet the criteria above. Physician supervision is not required.

3. Patient Conditions

- a. Emergency Department patients who present with **any** of the following symptoms, the procedure will be initiated:
 - i. **Chest Pain-** Discomfort in the center of the chest that lasts more than a few minutes, or that goes away and comes back. Patients may describe the pain as uncomfortable pressure, squeezing, fullness or pain.
 - ii. **Pain in other areas of the upper body** – Symptoms can included pain in one or both arms, the back, neck, jaw or upper abdomen. Patient may describe the pain as deep aching and throbbing in one or both arms.
 - iii. **Shortness of breath** – May occur with or without chest pain/ discomfort. May be described as breathlessness and/or inability to catch breath when waking up. It may be at rest or with exertion.
 - iv. **Irregular heart rhythm-** new onset of irregular rhythm.
 - v. **Swollen legs, ankles, or feet-** non-traumatic swelling of the extremities, in addition to SOB or CP or a cardiac history.
 - vi. **Other signs** – These may include clammy sweating, nausea, and or fatigue and feelings or impending doom.

- b. **NOTE:** Symptoms of heart attack in women are often different than in men. Women are more likely to experience shortness of breath, fatigue, nausea, and dizziness as presenting symptoms.

C. Data Base

1. Subjective

a. Prioritization and Severity of Illness

- i. Patients with a chief complaint of chest pain, dizziness, SOB or dyspnea on exertion, regular heart rhythm, or non-traumatic swelling of extremities with associated SOB, CP or cardiac history that may be cardiac in nature will be triaged (prioritized) according to accepted triage policy based on the severity of their illness and incorporating other medical conditions and/or additional features of their illness using the Emergency Severity Index (ESI) 5 level triage (see [TRIAGE ASSESSMENT](#))
- ii. History of present illness/injury/chief complaint
- iii. Characteristic of Chest Pain using the Wong-Baker Pain Scale
- iv. Consider conditions related to cardiac disease i.e.) pericarditis, cardiomyopathy, or coronary artery disease
- v. History of cardiac surgeries/illness

2. Objective

a. Chief complaint of chest pain

- i. Signs of hypovolemia
- ii. Chest pain radiation, symmetry and pain upon palpation
- iii. Level of consciousness
- iv. Color of skin/sclera
- v. Presence or absence of peripheral edema
- vi. Objective signs of pain

D. Diagnosis

- 1. Chest pain or other symptoms that may be cardiovascular/cardiac in nature.

E. Plan

1. Treatment

- a. The following laboratory tests may be ordered: CBC, CMP, Lipase, POC I-

stats as needed, Troponin I, Qualitative HCG (<50 years old), Draw extra tubes.

- b. If no ED provider has signed up for the patient then the order set should be placed under "Physician Emergency". Place orders if a physician can't see within 30 min or in timely manner.
- c. The blood and urine specimens must be labeled accurately with the patient's name and account number. The accuracy of the label must be verified by using the hospital approved patient identification process (see [PATIENT IDENTIFICATION](#) policy). The labeling of specimens must occur AT THE PATIENT'S BEDSIDE.
- d. Specimens collected by the ED nursing staff must be timed and initialed by the person drawing the specimen and placed in a bio-hazard specimen bag
- e. Specimens collected in the ED will be handed to a phlebotomist or transported in person or by the pneumatic tube system to the lab.
- f. Cardiac monitor with rhythm interpretation (rhythm strip to be mounted in patient's medical record)

2. Patient conditions requiring consultation/reportable conditions:

- a. Notify an Emergency Department physician immediately of the following:
 - i. Changes in airway, breathing, circulation or altered level of consciousness.
 - ii. Change in triage acuity.
 - a. Patients presenting with signs and symptoms of possible ACS (acute coronary syndrome).
 - b. **Note: If the patient appears unstable and/or a life threatening condition is identified: the ED RN will notify the ED physician IMMEDIATELY** Conditions requiring immediate treatment include: Expanding or acute aortic abdominal aneurysm, acute myocardial infarction, pulmonary embolism or spontaneous pneumothorax, Aortic Dissection, Acute CHF exacerbation in respiratory distress, pericardial tamponade, unstable arrhythmia.

3. Education - Patient/Family

- a. Instruct patient or care provider on types of blood tests being ordered and necessity of intravenous therapy.

4. Follow Up
 - a. As needed to maintain continuity of care
5. Documentation of Patient Treatment
 - a. Document all patient procedures and care on the appropriate nursing clinical documents along with any patient responses from the interventions.
 - b. If no ED provider has signed up for the patient then the order set should be placed under 'Physician, Emergency' and will not be seen in 30 min or timely manner.
 - c. Navigates to ER Nursing Orders
 - d. Selects "Chest Pain/Cardiovascular Standardized Procedure" as the order source.

F. Record Keeping

1. The facility will retain the patients' record according to the [RECORD RETENTION](#) procedure.

IV. REQUIREMENTS FOR THE REGISTERED NURSE

A. Education

1. A registered nurse who has completed orientation and has demonstrated clinical competency may perform the procedures listed in this protocol. Education will be given upon hire with a RN preceptor/designee

B. Training

1. Clinical competency must be demonstrated and approved by supervising personnel or preceptor.

C. Experience

1. Current California RN license and designated to work in ED

D. Evaluation

1. Initial: at 3 months, 6 months, and 12 months by the nurse manager through feedback from colleagues, physicians, and chart review during performance period being evaluated.
2. Routine: annually after the first year by the nurse manager through feedback from colleagues, physicians and chart review.

3. Follow up: areas requiring increased proficiency as determined by the initial or routine evaluation will be re-evaluated by the nurse manager at appropriate intervals until acceptable skill level is achieved, e.g. direct supervision.
4. Demonstrates knowledge of procedure through clinical performance.

V. DEVELOPMENT AND APPROVAL OF THE STANDARDIZED PROCEDURE

A. Method

1. Review and approval every three (3) years.
2. Policy goes through the Emergency Department Physician Group every three (3) years.
3. Policy goes through the interdepartmental policy committee (IDPC) upon creation of policy and when changes are made.
4. Chief Nursing Officer (Vice President of Patient Care Services) upon creation of policy and with significant changes.

B. Review schedule

1. Review of policy every three (3) years

C. Signatures of authorized personnel approving the standardized procedure and dates:

1. Approval of the standardized procedure is outlined in the electronic policy and procedure system.
2. Nursing
 - a. Director of Emergency Department every three (3) years
3. Medicine
 - a. Medical Director of Emergency Department every three (3) years
 - b. Chair of Interdisciplinary Medical Practice Committee every three (3) years
4. Administration
 - a. Chief Nursing Officer (Vice President of Patient Care Services) every three (3) years

VI. 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.

VII. REFERENCES

- A. Board of Registered Nursing, Title 16, California Code of Regulations (CCR) Section 1474; Medical Board of California, Title 16 CCR, Section 1379.
- B. Emergency Nurses Association: Emergency Nursing Core Curriculum (2016), 7th Edition. *Planning/interventions for myocardial infarction.*

Approval Signatures

Step Description	Approver	Date
Board Approval	Kathryn Haines: Administrative Assistant - PD	Pending
Board Approval	Rebecca Alaga: Regulatory/ Accreditation Coordinator	Pending
Medical Executive Committee	Katherine DeSalvo: Director Medical Staff Services	10/2024
IDPC	Katherine DeSalvo: Director Medical Staff Services	10/2024
EM Dept.	Cristina Martinez: PHYSICIAN	10/2024
EM Dept.	David Thompson: Clinical Manager	09/2024
Policy Committee	Rebecca Alaga: Regulatory/ Accreditation Coordinator	09/2024
Policy Owner	David Thompson: Clinical Manager	09/2024

Standards

No standards are associated with this document

Last Approved N/A
Next Review 1 year after approval

Owner **Laura Zerbe:**
Manager
Facilities
Construction and
Plant Operatio

Area **Plans and**
Program



Emergency Management Program Plan

I. SCOPE

- A. The Emergency Management Program Plan ("plan") is applicable to the Salinas Valley Health Medical Center (SVHMC) entities and its licensed off-site facilities. Consideration is given for specific variations supported by site-specific policy consistent with the plan. Whenever there is a department, service, or site-specific variation, it will be supported by a department, service, or site-specific policy that is consistent with the plan. The plan identifies the leadership accountability, hazard identification, emergency operations plan, continuity of operations plan, disaster recovery plan, education and training program, testing the plans, and evaluating the plan.

I. OBJECTIVES/GOALS

A. **Objectives**

1. The objective of the plan is to sufficiently educate employees, medical staff and other individuals providing services at the SVHMC and its licensed off-sites facilities, to provide safe, effective and timely response in the event of an internal, external, natural, technological, or man-made disaster (i.e. earthquake, loss of utilities, civil disturbance, act of terrorism, etc.) that could cause harm and/or disrupt the environment of care. The plan provides distinct policy direction, describes the roles and responsibilities of staff, and contains information and references to corresponding departmental mitigation, preparedness, response, and recovery procedures. Additionally, the plan incorporates the local, state, federal and professional codes, standards, and regulations as applicable.

B. **Goals**

1. The goals for the plan are developed from program activities, such as the hazard vulnerability assessment, after-action reports and improvement plans, annual evaluation of the previous year's program activities, performance monitoring and/or planning activities with community partners. The goals for this Plan are documented in the Emergency Management Committee minutes.

II. DEFINITIONS

- A. After Action Report (AAR): a detailed critical summary and analysis of an emergency or disaster incident, including both planned and unplanned events. The report summarizes what took place during the event, analyzes the actions taken by participants, and provides areas needing improvement.
- B. CAHAN: California Health Alert Network
- C. CDC: Centers for Disease Control
- D. EMC: Emergency Management Committee
- E. EMS: Emergency Medical Services
- F. EOC: Environment of Care Committee
- G. EOP: Emergency Operations Plan
- H. FEMA: Federal Emergency Management Agency
 - I. HCAI: California Department of Health Care Access and Information
- J. HICS: Hospital Incident Command System
- K. J: HVA: Hazard Vulnerability Assessment
- L. ICC: Incident Command Center
- M. IC: Incident Commander
- N. MHOAC: Monterey Health Operational Area Coordinator
- O. OES: Office of Emergency Services

III. PLAN MANAGEMENT

A. Plan Elements

1. SVHMC LEADERSHIP TEAM
2. HAZARD VULNERABILITY ANALYSIS (HVA)
3. EMERGENCY OPERATIONS PLAN (EOP)
 - a. Authority to Activate the EOP
 - b. Mobilizing Incident Command
 - c. Communications Plan
 - d. Staffing Plan
 - e. Patient Care and Clinical Support Plan
 - f. Safety and Security Plan
 - g. Resources and Assets Plan
 - h. Utilities Plan
 - i. Additional Procedures that Support the EOP
 - j. Hospital Role Under 1135 Waivers
4. CONTINUITY OF OPERATIONS PLAN (COOP)

5. DISASTER RECOVERY PLAN
6. EDUCATION AND TRAINING PROGRAM
7. TESTING THE EMERGENCY OPERATIONS PLAN
8. EVALUATING THE PROGRAM AND PLANS

B. Plan Management

1. The plan encompasses all elements listed above and begins with section "F. SVHMC LEADERSHIP TEAM"

C. Plan Responsibility

1. See "F. SVHMC LEADERSHIP TEAM"

D. Performance Measurement

1. See "M. EVALUATING THE PROGRAM AND PLANS"

E. Orientation and Education

1. See "K. EDUCATION AND TRAINING PROGRAM"

F. SVHMC LEADERSHIP TEAM

1. The SVHMC leadership team provides the program vision, administration, support, and appropriate resources, which are embodied within and conveyed through the development and institutionalizing of business fundamentals relative to Emergency Management. The Environment of Care Committee (EOC) receives reports from the Emergency Management Committee (EMC) and examines the actions taken relative to the Emergency Operations Plan (EOP). Recommendations are given to and received by the EMC. The Board of Directors has authorized the EMC to update this plan and its processes as needed without formal Board approval.
 - a. **Board** – Supports the plan through approval of the plan, evaluation of the quarterly summary reports of activities and annual Environment of Care Committee report with response as necessary.
 - b. **Senior Leadership**- Reviews the EOP as well as policies, training and education supporting the emergency management program. Participates on the EMC, responds to regulatory issues, often functions as Incident Commander when the plan is activated, reviews reports, activities, goals and evaluations of the program with response as necessary. Allocates resources for the emergency management program.
 - c. **Medical Staff** - Supports the plan through participation in exercises and incidents. The Medical Executive Committee reviews and evaluates the Environment of Care Committee annual report with response as necessary.
 - d. **Department Managers** - Support the plan through monitoring the compliance of the training and performance of staff with the plan, participates in exercises and incidents, event reporting and initiation of corrective actions.
 - e. **Employees** - Support the plan by following policies and procedures, participate in exercises and incidents, report deficiencies and problems promptly and participate in training and competency for emergency management.
 - f. **Safety Officer and Environment of Care Committee** – Support the plan by

reviewing quarterly and annual reports, providing feedback as needed.

- g. **Emergency Management Committee** – Multidisciplinary committee responsible for planning, design, measurement, assessment and improvement processes for the emergency management plan.

G. HAZARD VULNERABILITY ANALYSIS (HVA)

1. All- Hazards Approach

- a. Annually, Salinas Valley Health conducts a hazard vulnerability analysis (HVA) using an all-hazards approach to identify potential emergencies that could indirectly or directly affect demand for the hospital's services or its ability to provide those services. Considerations include hazards that are likely to impact the hospital's geographical region, community, facility and patient population. When available, community-based risk assessments (for example that may be developed by another organization or agency) will also be incorporated.
- b. Salinas Valley Health evaluates and prioritizes the findings of the HVA to determine what presents the highest likelihood of occurring and the impacts those hazards will have on the operating status of the hospital and its ability to provide services. SVHMC then uses the prioritized hazards to identify and implement mitigation and preparedness actions to increase the resilience of the hospital and reduce disruption of essential services or functions. It is used to further develop the EOP.
- c. See Attachment A: Hazard Vulnerability Analysis (Main Hospital Block)
- d. See Attachment B: Hazard Vulnerability Analysis (Taylor Farms Family Health & Wellness Center)

H. EMERGENCY OPERATIONS PLAN (EOP)

1. Authority to Activate the EOP

- a. The Administrator on Duty, Nurse Administrative Supervisor, or designee may activate the EOP. In the case of external disasters, such as a Mass Casualty Incident, consult with the Emergency Department Physician on Duty and Charge Nurse prior to activation. (See [Emergency Management for Mass Casualty Incidents \(MCI\)](#))
- b. When notified of a potential disaster, the person(s) having authority to activate the EOP will:
 - i. Evaluate the issues such as location of incident (internal, external), the distance from the campus, the scope of the incident (single individual, mass casualty, or malicious attack), and weather conditions (seasonal and current)
 - ii. Discuss the operations pertaining to the conversion of the organization to Hospital Incident Command System (HICS) activation.
 - iii. Plan care of casualty and non-casualty patients arriving in the Emergency Department during a disaster.
 - iv. Evaluate the information concerning this emergency and determine if

initiation of the Emergency Operations Plan (EOP) is warranted. Two of the three are required to initiate the EOP, unless deemed otherwise necessary by the onsite Incident Commander.

c. Level 1 Activation:

- i. When notified by Emergency Medical Services (EMS) and/or other sources of an incident with multiple casualties or a small incident with no casualties that occurred within the facility.
 - a. Situation that most likely can be managed with the staff already on duty.
 - b. Staff should remain on duty and review their department specific procedures to be prepared to respond to the next level if situation requires an upgrade.
 - c. The Administrative Supervisors and Charge Nurses will have a bed count and expected discharges ready to report.
 - d. HICS may be set up and only selected sections activated.

d. Level 2 Activation:

- i. Patients are received and some support from the Emergency Department will be required and/or the affected area may need some support.
 - a. Situation may require additional staff to be called into the hospital.
 - b. All staff will remain on duty and follow their procedures.
 - c. The HICS will be set up to coordinate response operations.

e. Level 3 Activation:

- i. Large numbers of patients are received and/or a significant response to the emergency will be necessary. A level 3 activation will most likely require a full activation of HICS.
 - a. The HICS will be set up to coordinate disaster operations.
 - b. The major event will require mobilization of most aspects of the Hospital Incident Command System in the EOP, including department callback procedure and planning for associates' relief over an extended period of time.

2. Mobilizing Incident Command

- a. Emergency management and communications functions within an Incident Command Center utilizing HICS, through the leadership of the Incident Commander. The HICS incident command team is organized into various sections designed to optimize resources and skill.

b. Incident Command Center (ICC)

- i. The Incident Command Center (ICC) will be set up, at the discretion of the Incident Commander, immediately upon notification of an event warranting the activation of HICS.

c. Incident Command Center Location

- i. The primary designated ICC is located in the Main Hospital Basement Nursing Administrative Supervisors office. If the event needs to expand, CP4 may be utilized. The adjacent rooms and offices may be used as staging areas for the HICS sections that have been activated. CP-1 closet contains emergency response supplies to support the incident command center.
- ii. The Incident Commander (IC) may designate an alternate location for the ICC, for example if the primary ICC location is inaccessible or cannot be used as the ICC. In the event the hospital campus cannot support an ICC, the Emergency Supply trailer may be used as a mobile ICC so that the response can be coordinated from an off-site location. The primary location of the trailer is the motor pool parking area across from the parking garage entrance, but it may change as needed. A virtual command center may also be established utilizing a web-based meeting platform, if available.

d. The Role of Incident Commander

- i. Every incident will have an Incident Commander. The leader assuming this role establishes the goals of the response, appoints individuals to fill positions needed to meet the goals, and oversees the response. All command staff and section chiefs, below, report to the Incident Commander. SVHMC maintains a list of leaders who are authorized to assume role of Incident Commander (or appoint a designee), which includes Nurse Administrative Supervisors and Administrators-on-call. During off hours, the Administrative Supervisor will assume the role of Incident Commander until relieved by the responding Incident Commander.
- ii. SVHMC may participate in Joint Command with other authorities depending on the emergency.

e. The ICC is Staffed by the Incident Command Team:

- i. **Resource:** [California Hospital Association Hospital Incident Management Team Chart](#)
 - a. **Command Staff Positions:**
 - i. ***Liaison Officer*** - coordinates efforts with external agencies.
 - ii. ***Public Information Officer***- communicates with the media and the public, and is set up to communicate with internal stakeholders via mass notification system. May participate in Joint Information Office with other affected hospitals/organizations to deliver consistent coordinated messaging.
 - iii. ***Medical/Technical Specialist*** - provides oversight for all medical related operations or technical response (e.g. information technology, utilities)

modalities.

- iv. **Safety Officer**- reviews and provides input to response plans to ensure safety of the organization, the staff, and the patients.

b. **General Staff Section Chiefs**

- i. Depending on the incident, section chiefs may need to expand their teams, and may appoint Branch Directors to lead separate initiatives. Branch directors report to their Section Chief, who in turn reports to the Incident Commander.

- i. **Operations Section Chief** develops and executes a plan (approved by IC) to resolve the incident while ensuring patient safety and the continuity of care. Depending on the incident response the Operations Section Chief may deploy one or several branches, appointing a Branch Director to each. Branch directors report to the Operations Section Chief, who then reports to Incident Commander. Following the California Hospital Association HICS model, Operations might include the following branches:

- i. Medical Care branch (e.g. inpatient, outpatient, casualty care, clinical support, patient registration)
 - ii. Infrastructure (e.g. power, water, HVAC, Facility assessment, medical gas)
 - iii. Security (Access control, crowd control, traffic control, law enforcement interface)
 - iv. HazMat (e.g. spill response, victim decontamination, facility decontamination)
 - v. Business Continuity (e.g. IT systems, services continuity, records management)
 - vi. Patient Family Assistance (e.g. social services, family reunification)

- ii. **Logistics Section Chief** is responsible for acquiring resources, assets and

C O P F

labor needed to support the incident command team and the response.

- iii. **Planning Section Chief** is responsible for maintaining situation/status, coordinating periodic briefing meetings, updating the Incident Action Plan, and projecting the resources needed for possible long-term response effort. This section also performs patient tracking/information activities when needed. As the incident evolves, this section plans for demobilization and return/replenishment of resources and assets. This section collects incident documentation.
- iv. **Finance Section Chief** is responsible for maintaining documentation of employee work hours and implements processes for payroll. It also completes and maintains documentation to submit to Office of Emergency Services (OES)/Federal Emergency Management Agency (FEMA) and insurance companies for disaster financial claims.

f. **Collaborating with Community Partners**

- i. SVHMC's incident command structure is integrated into, and consistent with, its community's command structure. The use of the HICS model aligns with the Monterey County and State of California Emergency Operations Center, Fire Department Incident Command System (ICS), Police Department ICS, as well as neighboring hospital HICS structures.
- ii. SVHMC's IC may appoint a Liaison to communicate with community partners.
- iii. Collaboration with the Healthcare Coalition members may be accomplished using the ReddiNet platform. This platform allows SVHMC to send status alerts and send messages to community partners including healthcare coalition members, Monterey County EMS and Monterey County OES, and the Monterey County Medical/Health Operational Area Coordinator (MHOAC).
- iv. When outside resources are needed, the Monterey County Medical/Health Operational Area Coordinator (MHOAC) may be reached directly by calling Monterey County EMS Communications Center at 831-796-6444. For more information on this process see: [Monterey](#)

County MHOAC Notification/Activation

- v. Any decisions regarding ambulance diversion needs to be
 - a. made with the Emergency Department Physician On Duty
 - b. well documented
 - c. communicated with community healthcare partners, such as through the Reddinet system

3. Communications Plan

a. Emergency Contacts

- i. SVHMC maintains one or more contact list(s) of individuals and entities that may be notified in response to an emergency. The type of emergency will determine which organizations and individuals need to be contacted to assist with the incident. Contacts include:
 - a. Staff
 - b. Providers and other licensed practitioners
 - c. Volunteers
 - d. Other healthcare organizations
 - e. Entities providing services under arrangement, including suppliers of essential services, equipment and supplies
 - f. Relevant community partners (fire, police, local incident command, public health departments)
 - g. Relevant authorities (federal, state, tribal, regional and local emergency preparedness staff)
 - h. Other sources of assistance (e.g. health care coalitions) as appropriate

b. Establishing & Maintaining Communication with Staff, Licensed Practitioners and Volunteers

- i. Everbridge mass notification system is in place, backed up by other communications methods including overhead paging, email, phone trees, texting app, etc.
- ii. Ongoing communication and dissemination of information to staff, licensed practitioners and volunteers is of vital importance during a disaster. It enables better utilization of assets and resources. During a disaster all information and communications will be funneled through the section Chiefs to the Incident Commander then disseminated back to the section Chiefs for communicating to the Unit Leaders and individual department directors and managers and licensed independent practitioners.
- iii. **THE OPERATOR SHOULD NOT BE CALLED FOR INFORMATION**

c. Establishing & Maintaining Communication with Patients and Families

- i. Staff will continually communicate and reassure patients during a disaster. Patient Experience Team, Social Services, Volunteers, and

Administration will be made available to talk with patients as applicable. If there are patients whose family was not able to arrive at the hospital prior to an emergency in the community or the hospital, the Incident Command Team, under direction of the Incident Commander, will contact family members to inform them of the conditions of their loved ones and the emergency response activities.

- ii. If the hospital can no longer sustain operations and relocation of patients becomes necessary, the Incident Command Team will assign persons to notify family members (those present at the hospital and those unable to get to the hospital due to the nature of the emergency in the community) that their loved ones are being relocated and provide the name of the facility where the patient is being relocated, provide name and telephone number of contact individual at the facility. Augmentative and alternative communication may be used for those with difficulties communicating using speech.

d. Establishing & Maintaining Communication with Community Partners

- i. Several local agencies may play a role in managing an emergency. Some of the key contacts include Police, Fire, EMS, OES, Department of Health, Center for Disease Control (CDC) and the Red Cross. Community partners are contacted by the Incident Commander or a designee as soon as possible after an emergency response is initiated.
- ii. Communication with community partners will depend on the given emergency.
- iii. When all primary communication channels (telephone, cell phones and emails) are operative, they will be used. When primary communication channels are not operative, the hospital will use any available means to communicate with community partners including employment of radios, runners, satellite telephone, etc.
- iv. Monterey County Emergency Medical Services (EMS) and public health department may also be reached via 880 MHz radio, and the ReddiNet application.
- v. Depending on the incident, community partners may maintain communications via establishment of Joint Command, or Joint Information Center. These may be in person, or utilizing a web-based meeting platform such as Webex.
- vi. Community incident updates may be obtained via California Health Alert Network (CAHAN) alerts, Monterey County OES messaging ("Alert! Monterey"), and the Monterey County OES website (<https://www.co.monterey.ca.us/government/departments-a-h/administrative-office/office-of-emergency-services/incidents>).

e. Establishing & Maintaining Communication with Relevant Authorities

- i. Authorities (whether federal, state, regional or local) are contacted by

the Incident Commander or a designee as soon as possible after an emergency response is initiated.

- ii. Communication with the authority will depend on the given emergency, but as a general rule, begin with the most local authority.
- iii. When all primary communication channels (telephone, cell phones and emails) are operative, they will be used. When primary communication channels are not operative, the hospital will use any available means to communicate with the relevant authority including employment of radios, runners, satellite telephone, etc.

f. Establishing & Maintaining Communication with Media

- i. When the EOP and HICS are activated, the hospital's communication with external agencies will depend on the given emergency. If multiple agencies and healthcare organizations are involved, all communication and coordination of activities will go through the Emergency Operations Center (EOC) at the OES.
- ii. In a major event, members of the press/media will be escorted to the Nancy Ausonio Mammography Center parking lot, or other designated area as needed, where a Public Information Center will be established. The designated Public Information Officer (PIO) will coordinate the collection and dissemination of information with the PIO at the Emergency Operations Center (EOC).

g. Communication with Vendors

- i. SVHMC maintains vendor contacts that may provide specific services before, during, and after an emergency event.
- ii. Once emergency measures are initiated, the hospital utilizes its vendors list for essential supplies, services and equipment and notifies each vendor by telephone (or other means if the telephone system is not operational) to be on standby to respond to the hospital's needs should they arise.

h. Reporting Organizational Needs, Occupancy & Capacity to Relevant Authorities

- i. Organizational needs, such as personal protective equipment (PPE), staffing shortages, evacuation or transfer of patients and temporary loss of part or all organization function, can be communicated to the Monterey County Healthcare Coalition. The Monterey County Medical/Health Operational Area Coordinator (MHOAC) may be reached directly by calling Monterey County EMS Communications Center at 831-796-6444. Both admit capacity and diversion status may be reported to EMS and other community partners in the healthcare coalition via ReddiNet, or 880 MHz radio as a backup.

i. Warning and Notification Alerts

- i. SVHMC has established a number of codes specific to emergency and disaster events, and the procedures to follow when that emergency or disaster incident occurs. See [EMERGENCY CODES](#).

j. Sharing / Releasing Patient Information During an Emergency

- i. During an emergency (such as a hospital evacuation, or mass casualty incident (MCI)), it may become necessary to share/release pertinent patient information with:
 - a. The patient's family, representative, or others involved in the care of the patient
 - b. Disaster relief organizations and relevant authorities
 - c. Other health care providers
- ii. Information shared may include the patient's location or medical records, for example. Sharing and releasing of patient information will be performed under the direction of the Incident Commander and will be consistent with 45 CFR 164.510 (b)(1)(ii) and (b)(4).
- iii. The method by which patient information is shared will depend on the type of incident. Patient & Family Reunification center may be established at the direction of the Incident Commander to provide location information and updates to family members. Medical records may be printed by unit nursing staff or with the support of Health Information Management department for patient transfer. During an MCI, patient information may be shared with community partners via ReddiNet to aid in community-wide patient/family reunion efforts.

k. Primary vs. Alternate Communication Methods

- i. The primary communication methods used by SVHMC in an emergency include overhead page, phone calls, and text notification.
- ii. When these primary methods are insufficient, then the other communication methods, mentioned throughout this section, will be employed.
- iii. Alternate source for cellular service is available through AT&T for more information see [Emergency Communications: Cellular and Internet](#)

l. Compatibility of Communication Methods with Community Partners

- i. The Monterey County Healthcare Coalition has established common communication pathways for use across the community which includes the ReddiNet application, 880 MHz Radio, CAHAN and Alert!Monterey.

m. Testing of Alternative Communication Equipment

- i. SVHMC's alternative communication equipment is tested for functionality on a periodic basis.

4. Staffing Plan

- a. SVHMC maintains a plan to manage staff and volunteers to meet patient care needs during the duration of an emergency, incident, or patient surge.
- b. **Methods for Contacting Off-Duty Staff, Physicians, Licensed Practitioners**

- i. Contact information, including off-duty phone numbers, is maintained by SVHMC for its staff, physicians, and other licensed practitioners. If needed, an appointee (for example staffing office, HR, Medical Staff Services, or other, as appropriate) would reach out to individuals using their contact information.

c. Use of Volunteer Staffing

- i. Staffing agencies, healthcare coalition support, and disaster medical assistance teams are all potential sources of volunteer staffing in an emergency.

d. Reporting Processes

- i. On-duty staff report to their manager, director or immediate supervisor who will then be represented in the incident command center. Volunteers will be managed through the Labor Pool Unit under the direction of the Incident Commander.

e. Roles and Responsibilities for Essential Functions

- i. Leaders who have been identified to assume a role in the HICS structure have received training for their roles. Ongoing education and training is also provided to staff through the exercises and activations conducted each year.

f. Integrating Outside Staff / Teams Into Assigned Roles and Responsibilities

- i. Outside staff from staffing agencies, volunteers staffing, or deployed medical assistance teams will be oriented to their roles and responsibilities as appropriate to the nature of the emergency.

g. Managing Licensed Practitioners

- i. During disaster situations, members of the community may report to the facility wishing to provide volunteer assistance. Some volunteers may have specific licenses, skills, or qualifications that can be valuable to patient care. These could be physicians or other medical professionals. These volunteers will be directed to a Staging Area and their names provided to the Human Resources Department or in their absence, Nursing Staff Office to verify licensure. If licensure can be verified, the volunteers will be used as necessary in conjunction with hospital staff. If licensure cannot be verified, the volunteers can be used in roles that are not directly related to patient care.
- ii. SVHMC's Medical Staff Bylaws maintains a plan to verify documents and identify of all volunteer licensed independent practitioners, perform primary source verification within 72 hours of the time the volunteer presents to the organization, and provide oversight of the care, treatment and services provided by volunteer licensed practitioners. The Bylaws also define the individual(s) responsible for granting disaster privileges to volunteer physicians and other licensed practitioners, and the process for granting these privileges.

h. Employee Assistance and Support

- i. In the event of a disaster or extended emergency, it is likely that staff will need additional support in order to meet the increasing demands placed on them. These needs may include, but are not limited to housing, transportation, support with family care, or mental health and wellness.
- ii. Depending on the emergency, SVHMC may provide its own resources or work with community organizations to provide the needed resource. Examples of providing SVHMC resources include providing hospital conference rooms and meals to staff seeking wildfire shelter, or repurposing campus bus parking shuttles to transport staff to and from work. Examples of working with community organizations include working with hotels to house hospital staff exposed to a pandemic illness.
- iii. To help address mental health and wellness needs, SVHMC provides the Employee Assistance Program which is available on-demand to all staff. SVHMC also maintains a Care for the Caregiver program that provides peer support.

5. Patient Care and Clinical Support Plan

a. Maintaining Continuity of Care

- i. SVHMC cares for a number of patient populations including emergency care, adult ICU, Procedures (Cath Lab, Surgery, Diagnostic Imaging, Endoscopy) Progressive Care/Telemetry including a stroke unit, Medical/surgical including oncology and patients receiving dialysis, Mother/Child care including a Level II NICU, Labor & Delivery, post-partum, and pediatric general care.
- ii. Formal agreements are in place so that patients may be transferred to a facility that can provide adequate patient care when the environments at SVHMC can no longer support care, treatment and services. The Liaison Officer will be responsible for inter facility communication between the hospital and the designated alternative care site, and a Patient Tracking team would also be deployed to document and retain records of which patients were transferred to and/or from the alternative care site(s).
- iii. The patient care unit transferring the patient is responsible for obtaining copies of the patient's medical records, gathering personal belongings and ensuring the patient's medications are continued throughout the transfer. If any hospital equipment is transferred with the patient, the patient care unit is responsible for documenting what equipment was transferred with the patient so that the equipment may be retrieved during the recovery phase post emergency. The following resources may be utilized:
 - a. Ambulance transfer of patients between facilities
 - b. Licensed vendors providing van/bus transportation
 - c. SVHMC owned vehicles
 - d. Vehicles arranged by Monterey County EMS

- iv. Additionally, SVHMC maintains supporting procedures regarding patient transfers for certain patient populations. See:
 - a. [MATERNAL TRANSPORT-TERTIARY CARE AND TRANSFER OF PATIENT](#)
 - b. [ACCEPTING INTERFACILITY TRANSFERS](#)
 - c. [TRANSFER OF PEDIATRIC PATIENT TO HIGHER LEVEL OF CARE](#)
 - d. [NICU: CONSULTATION & TRANSFER OF PATIENT](#)

b. Managing Visitors

- i. During an emergency, the hospital may need to manage an influx of individuals that may present during a disaster that are not in need of medical care (such as visitors, or the “worried well”). Under the direction of the Incident Commander, SVHMC Security Department Officers on duty will assume responsibility for traffic and crowd control. This may involve locking certain exits and entrances and controlling entrance to the emergency department or entrances, in order to maintain a safe and effective environment to perform patient care. Hospital staff are always required to wear ID badges. In the event volunteers from outside SVHMC are assigned to duty, the Incident Command Team will employ a method to properly identify them. Only persons with proper identification will be admitted into the hospital during an emergency.
- ii. Traffic flow on the campus will be controlled by assigned security staff and law enforcement personnel only (Labor Pool may be utilized to help support efforts) allowing only authorized vehicles to enter the campus during emergencies.
- iii. At the direction of the Incident Commander, SVHMC may set up a Patient Family Reunification center to provide support and updates to visitors.

c. Managing Influx of Unidentified or Deceased Patients

- i. The mortality rate during emergency conditions may increase due to casualties brought into the hospital. The hospital is only equipped for handling a minimal number of mortality casualties due to limited morgue refrigeration units. The hospital will communicate with the county morgue and provide information relative to number of casualties that the county morgues will pick up from the hospital.
- ii. The hospital would also contact the local medical examiner for the appropriate clearance and procedures. A refrigerated trailer may be requested for securing bodies not able to be contained in the hospital’s existing morgue. The Medical Examiner’s office will be notified when the refrigerated trailer is full, or the disaster has been cleared.

6. Safety and Security Plan

a. Coordinating with Community Security Agencies

- i. SVHMC may need to coordinate with community security agencies such as police, sheriff or National Guard. During an emergency, these entities will unite under the command of the highest-ranking law enforcement agency on site. Command of security inside the hospital's buildings will be under the hospital's Incident Commander unless the Incident Commander deems that law enforcement intervention is required inside the buildings, and then law enforcement, in conjunction with the director of hospital security, will assume command jointly.

b. Tracking On-Duty Staff and Patients

- i. If all or part of SVHMC is forced to shelter-in-place, relocate, or evacuate, the hospital will track the location of on-duty staff and patients. Depending on the nature of the emergency, this may be accomplished using printed schedules and patient census lists. Staff may also be polled via the Everbridge mass communication system. Tracking/head count activities may be performed periodically at intervals determined by the Incident Command Team, under the direction of the Incident Commander.
- ii. In the event of patient evacuation, SVHMC will track the specific name and location of the receiving facility or evacuation location. For more information on evacuation procedures, see [HOSPITAL EVACUATION](#).

7. Resources and Assets Plan

a. Managing Hospital Resources and Assets

- i. SVHMC is aware of what resources and assets it has readily available and what resources and assets may be quickly depleted depending on the type of emergency.
- ii. Inventory lists are maintained by the department who manages them, specifically:

Resource Type	Inventory Maintained by:
Medications & Related Supplies	Pharmacy
Medical/surgical supplies	Materials Management Sterile Supply
Medical gases including oxygen & supplies	RRT Engineering (bulk O2)
Potable or bottled water and nutrition	Nutrition Services
Laboratory equipment & supplies	Laboratory Blood Bank
Personal Protective Equipment	Materials Management
Fuel for operations	Engineering
Equipment and nonmedical supplies to sustain operations	Environmental Services

- iii. During an emergency or disaster incident the Logistics Section Chief, under direction of the Incident Commander, works with the responsible departments to track, monitor and locate resources as appropriate.

b. Acquiring Resources and Assets

- i. In an emergency, SVHMC may need to obtain, allocate, mobilize, replenish and/or conserve resources and assets. Depending on the emergency, SVHMC may need to:
 - a. Coordinate with local supply chains or vendors

- b. Coordinate with local, state, or federal agencies for additional resources
 - c. Coordinate regional health care coalitions for additional resources
 - d. Manage donations (such as food, water, equipment, materials)
- ii. High priority will be given to resources that are known to deplete quickly and are extremely competitive to receive and replenish (such as fuel, oxygen, personal protective equipment, ventilators, intravenous fluids, antiviral and antibiotic medications).
 - iii. For those supplies with short shelf life and those that require continual replenishment, SVHMC will contact supplier immediately upon suspecting the onset of an emergency and stock up for a minimum of 96 hours if possible.

c. 96-Hour Plan

- i. SVHMC periodically assesses its inventory to see which on-hand resources can be expected to last 96 hours, and which resources require additional sustaining measures to remain self-sustaining. See Attachment C: 96 Hour Plan.
- ii. Note: Materials management maintains Infectious Disease related Personal Protective Equipment (PPE) per CAL OSHA AB 2537 and SB 275 PPE Stockpiling Requirement. This regulation stipulates that California hospitals keep a three-month stockpile of PPE based on normal consumption patterns.

8. Utilities Plan

a. Essential Utilities

- i. SVHMC is dependent on the uninterrupted function of its essential/ critical utilities during an emergency. Essential utilities include electrical distribution, emergency power, potable water, medical gas and vacuum, ventilation, fuel, plumbing, steam boilers, and network and communication systems. If disrupted, adverse events may occur as a result. SVHMC has inventoried all its essential utilities based on calculated demand loads that may be affected under emergency conditions and is prepared to maintain effective operations of the hospital for a period of 96 hours without reliance for replenishment of supplies associated with utilities at SVHMC from external sources.

b. Alternative Means for Providing Potable Water

- i. See procedure [FAILURE OF WATER DISTRIBUTION SYSTEM](#).
- ii. SVHMC also maintains a memorandum of understanding (MOU) with at least one potable water distributor.

c. Alternative Means for Providing Emergency Generators

- i. A 2MW generator supports SVHMC's main hospital building. SVHMC also maintains a second backup generator in the event of generator failure.
- ii. Relevant supporting procedure(s): [EMERGENCY GENERATOR FAILURE](#).
- iii. Salinas Valley Health prioritizes restoration of essential electrical systems.

d. Alternative Means for Providing Fuel

- i. SVHMC keeps on hand enough fuel to maintain essential functions for more than 96 hours. Refer to the 96-Hour Plan. Additionally, SVHMC maintains a memorandum of understanding (MOU) with at least one local fuel distributor.

e. Alternative Means for Providing Emergency Power Supply Systems

- i. SVHMC has back up batteries at Taylor Farms Family Health & Wellness Center, and at the Outpatient Infusion clinic, which provide an additional 12 hours of power to medication refrigerators and freezers. If a power disruption lasts longer than 12 hours, the clinics and the main hospital pharmacy coordinate to relocate medications to the main hospital pharmacy (which is supported by generator power).

f. Alternate Source of Energy for Maintaining Safe Temperatures

- i. SVHMC relies on maintaining temperatures that protect patient health and safety and provide sanitary storage of provisions.
- ii. SVHMC's generators support emergency lighting and fire detection, extinguishing and alarm systems. They support the HVAC system and patient medication and food refrigerators and freezers.
- iii. SVHMC is fortunate to sit in a mild coastal climate and as such, patient care areas are not subject to temperature extremes. However, if the temperature of procedure areas or sterile supply areas could not be maintained within the regulated limits, SVHMC would consider canceling non-emergent procedures or relocating supplies as appropriate to the situation.
- iv. If food refrigerators and freezers could not be powered, SVHMC would rely on its disaster menu and inventory stockpile. If only off-campus clinics are affected, their food may be relocated to the main hospital building.
- v. If medication refrigerators and freezers could not be powered, SVHMC would look to sharing resources with the clinics within the SVHMC/SVMC system, or healthcare coalition members. If only off-campus clinics are affected, their medications may be relocated to the main hospital building.
- vi. If steam boilers could not remain functional, SVHMC may look to sharing resources with healthcare coalition members, for example to share sterilization equipment.

- vii. Relevant supporting utilities procedure(s):
 - a. [FAILURE OF NATURAL GAS SUPPLY](#)
 - b. [FAILURE OF STEAM DELIVERY BOILERS](#)
 - c. [FAILURE OF HVAC SYSTEM](#)
 - d. [EMERGENCY PLAN FOR STERILIZATION FAILURE](#)

g. Alternate Source of Energy for Emergency Lighting

- i. SVHMC's generators support emergency lighting in the main hospital building. If emergency lighting could not be maintained, SVHMC may look to source emergency lighting from its own stockpiles of battery-powered lights, vendors, clinics or healthcare coalition members. As a last resort, SVHMC may consider relocation of patients in a partial or full evacuation.

h. Alternate Source of Energy for Fire Detection, Suppression & Alarm Systems

- i. SVHMC's generators support emergency lighting in the main hospital building. If fire detection, extinguishing, and alarm systems could not be powered, SVHMC would look to implement interim life safety measures.

- ii. Relevant supporting procedure(s):

- a. [INTERIM LIFE SAFETY MEASURES \(ILSM\)](#)
- b. [FAILURE OF FIRE ALARM SYSTEM](#)

i. Alternate Source of Energy for Sewage and Waste Disposal

- i. See procedure [FAILURE OF THE SANITARY SEWER SYSTEM](#)
- ii. In the event of the garbage compactor loses power, SVHMC would coordinate with the hauler for more frequent pickups.

j. Additional Relevant Policies and Procedures

- i. [FAILURE OF THE MEDICAL GAS OXYGEN SYSTEM](#)
- ii. [FAILURE OF MEDICAL GAS SYSTEM NITROUS OXIDE](#)
- iii. [FAILURE OF THE COMMUNICATIONS SYSTEM](#)
- iv. [FAILURE OF NURSE CALL SYSTEM](#)

9. Additional Procedures that Support the EOP

- a. [Facility Lockdown](#)
- b. [Fire Response Plan \(Code Red\)](#) (includes procedures for sheltering in place and horizontal relocation)
- c. [Census Saturation](#) defines the hospital surge plan

10. Hospital Role Under 1135 Waivers

- a. In the event that the Secretary declares an 1135 waiver for a public health emergency, SVHMC will review the waiver, what is covered in the blanket waiver, and applies for additional waivers if needed. This process is managed by the Regulatory & Accreditation department.

I. CONTINUITY OF OPERATIONS PLAN (COOP)

1. Leadership Participation

- a. SVHMC maintains a written continuity of operations plan (COOP) with the participation of key executive leaders, business and finance leaders, and other relevant department leaders. These key leaders have identified and prioritized the services and functions that are considered essential or critical for maintaining operations.

2. Purpose

- a. The purpose of the COOP is to provide guidance on how SVHMC will continue to perform its essential business functions to deliver essential or critical services. It identifies:
 - i. How and where it will continue to provide these essential business functions when the location of the service has been compromised due to an emergency or disaster incident.
 - ii. The order of succession plan that identifies who is authorized to assume a particular leadership or management role when that person(s) is unable to fulfill their function or perform their duties.

3. Essential Business Functions

- a. SVHMC's essential business functions include administrative/vital records, information technology, financial services, security systems, communications/telecommunications, and building operations to support essential and critical services that cannot be deferred during an emergency; these activities must be performed continuously or resumed quickly following a disruption.
- b. **Administrative / Vital Records (Health Information Management, or "HIM")**
 - i. **HIM Functions That Can be Performed Remotely:**
"Remotely" indicates there is capacity to perform the work from home or another computer/device connected to the internet.

Function	Resources Needed
Correspondence	Computer, Internet,SVHMC remote access system, Access to Meditech software (web-based)
Coding / Abstracting	Computer, Internet,SVHMC remote access system, Access to Clinical Documentation Integrity (CDI) software (web-based)
Transcription	Computer, Internet,SVHMC remote access system, Access to Meditech software (web-based)

ii. **HIM Succession Plan**

- a. In the event the directors of Health Information Management are unable to fulfill their function or perform their duties, the following role is authorized to assume this leadership role:
 - i. Coding Manager
 - ii. If above role(s) not available, Incident Command Team will designate another individual.

c. **Information Technology (IT)**

- i. Information Technology has several policies and procedures articulating its continuity of operations plan:
 - a. [Information Management Plan](#)
 - b. [Business Impact Analysis](#)
 - c. [Information Technology Standards and Best Practices](#)
 - d. [Data Backup Plan](#)

ii. **IT Succession Plan**

- a. In the event the Chief Information Officer is unable to fulfill their function or perform their duties, the following roles are authorized to assume this leadership role:
 - i. IT Manager, followed by

- ii. Network Engineering Manager
- iii. If above role(s) not available, Incident Command Team will designate another individual

d. Financial Services

i. Financial Services Functions that can be Performed Remotely:

- a. "Remotely" indicates there is capacity to perform the work from home or another computer/device connected to the internet.

Function	Resources Needed
Payroll: electronic deposits	Computer, Internet, SVHMC remote access system
Accounts Payable: electronic vendor payments	Computer, Internet, SVHMC remote access system
Billing	Computer, Internet, SVHMC remote access system

ii. Financial Services Functions to be Performed Onsite:

- a. "Onsite" indicates at an accessible part of the SVHMC campus. In the event the Financial Services office is unusable during an incident, the department will relocate to an available and appropriate alternate location. This will be accomplished with the support of the Incident Management Team under the direction of the Incident Commander.

Function	Available Resources Needed
Patient financial counseling	Computer with internet, phone, printer
Receiving physical mail (invoices, payments)	Computer with internet, phone, printer Would connect with vendors to send invoices electronically. Most payments are received via a PO box and electronically credited to the hospital via a third-party organization. The remaining payments delivered to SVHMC on site lockbox, if inaccessible, would be considered non-critical.

iii. **Financial Services Succession Plan**

- a. In the event the Director of Patient Financial Services is unable to fulfill their function or perform their duties, the following roles are authorized to assume this leadership role:
 - i. Assistant Director, Patient Financial Services, followed by
 - ii. Manager, Patient Financial Services
 - iii. If above role(s) not available, Incident Command Team will designate another individual

e. **Security System**

i. **All Security Functions will be Performed Onsite**

- a. "Onsite" indicates at an accessible part of the SVHMC campus. In the event the Security office is unusable during an incident, Security will relocate to an available and appropriate alternate location. This will be accomplished with the support of the Incident Management Team under the direction of the Incident Commander.

Function	Needed Resources
Security rounding	Back up radios/batteries from EM supply
Monitor CCTV, Dispatch	Computer, internet, Vigilant software Security has 3 spare laptops for this use, Alternate location: PBX office has same capabilities

ii. **Security Succession Plan**

- a. In the event the Security Manager is unable to fulfill their function or perform their duties, the following roles are authorized to assume this leadership role:
 - i. HSS Facility Site Supervisor
 - ii. Shift supervisors
 - iii. If above role(s) not available, Incident Command Team will designate another individual

f. **Telecommunications**

i. **All Telecommunications Functions will be Performed Onsite**

- a. "Onsite" indicates at an accessible part of the SVHMC campus. In the event the Telecommunications office is unusable during an incident, Telecommunications will relocate to an available and appropriate alternate location. This will be accomplished with the support of the Incident Management Team under the direction of the Incident Commander.

Function	Needed Resources
Operator	Phone reconfigured to Operator extension Computer, internet (to look up phone numbers)
Door Access Controls (override or lockdown procedures)	Computer, internet, Vigilant software Security has 3 spare laptops for this use, Alternate location: Security office has same capabilities
Managing Emergency Codes (x2222)	Dedicated phone reconfigured to ext. 2222 Computer, Internet Overhead page capability

b. Note: the Telephone Operator can be assigned another extension. However, both the dedicated line of 2222 and the overhead paging mechanism cannot be relocated due to current technology limitations. The alternate plan in this scenario is to communicate to all staff to call the regular Operator extension ("0") to report a code instead of 2222. To initiate codes, an alternate method of communication will be utilized. Some examples include: Everbridge notices, or via radio communication. This will be accomplished with the support of the Incident Management Team under the direction of the Incident Commander

ii. **Telecommunications Succession Plan**

In the event the Chief Information Officer is unable to fulfill their function or perform their duties, the following roles are authorized to assume this leadership role:

Communications Engineering Manager

Network Engineering Manager

If above role(s) not available, Incident Command Team will designate another individual

g. **Building Operations:**

i. All Plant Operations Functions will be Performed Onsite:

"Onsite" indicates an accessible part of the Salinas Valley Health campus. In the event the Facilities/Engineering office is unusable during an incident, the department will relocate to an available and

appropriate alternate location. This will be accomplished with the support of the Incident Management Team under the direction of the Incident Commander.

Function	Needed Resources
Notifications & Assignments	<ul style="list-style-type: none"> • Communication method <ul style="list-style-type: none"> ◦ Phone tree and/or radios
Boiler Watch A. Monitor utility systems B. Adjust temperatures as needed C. Respond to problems that arise	<ul style="list-style-type: none"> • Boiler Watch documentation logbook • Access to energy yard and plant • Computer and Internet <ul style="list-style-type: none"> ◦ Building Automation System software interface (there are two laptops with remote access capability: one in DRC, one in Engineering office) <ul style="list-style-type: none"> ▪ If no access to BAS, can make manual adjustments ◦ Access to temperature & humidity monitoring software interface • Tools, materials & equipment to make repairs as needed (kept in various locations throughout campus) • Radios • Boiler Watch Extension and/or Engineering smart phone • If tube system fails, will need to switch to runners, because the tube system controls cannot be accessed remotely
Floors (work orders) <i>Note: During emergencies, Engineering will focus solely on critical work orders (those supporting patient care and life safety)</i>	<ul style="list-style-type: none"> • A printer to receive work orders, or alternative method for receiving work orders e.g. a phone and pen/paper • Radios

ii. **Plant Operations Succession Plan**

- a. In the event the Director of Facilities, Construction and Plant Operations is unable to fulfill their function or perform their duties, the following roles are authorized to assume this leadership role:
 - i. Manager Facilities, Construction, Plant Operations
 - ii. Chief Engineer
 - iii. Assistant Chief Engineer
 - iv. If the above role(s) are not available, Incident Command Team will designate another competent individual

iii. **CEO succession plan:**

- a. ABSENCE OF PRESIDENT/CHIEF EXECUTIVE OFFICER

J. DISASTER RECOVERY PLAN

1. Strategies for Disaster Recovery Stages

a. Conducting Organization Wide Damage Assessments

- i. An emergency or disaster incident can, by definition, result in damage (to people, to physical infrastructure, utilities, network or communications, etc.). Assessing the damages will be a crucial task following an acute disruption or perhaps periodically throughout a prolonged incident (e.g. earthquake with aftershocks).
- ii. Assessing for damage will happen as soon as it is safe to do so, perhaps repeated at appropriate intervals, as determined by the Incident Management Team under the direction of the Incident Commander.
- iii. The persons conducting the assessment will be assigned by the Incident Command Team under the direction of the Incident Commander. These persons should have technical expertise in what needs assessing (for example, SVHMC Engineers assessing utilities and infrastructure, IT staff assessing network and communications, etc.).
- iv. The results of the damage assessment will be used to establish a recovery plan.
- v. Tools for Damage Assessments
 - a. [Recovery Checklist for Hospitals After a Disaster](#)
 - b. Referenced on the ASPR Tracie “Recovery Planning” webpage.

b. Restoring Critical Systems and Essential Services

- i. This phase of activities includes the repair and restoration of services to the affected area or facility, in order to render the facility functional and allow the hospital to provide services to the community. Priority would be given to restoring essential services
- ii. Tools for Restoring Critical Systems and Essential Services
 - a. **Information Technology**
 - i. See [Information Management Disaster Recovery](#) This documents a formal contingency plan that establishes guidelines for restoring software systems and data.
 - b. **Utilities**
 - i. A number of SVHMC procedures detail strategies for restoring critical utilities:
 - i. [EMERGENCY GENERATOR FAILURE](#)
 - ii. [FAILURE OF FIRE ALARM SYSTEM](#)
 - iii. [FAILURE OF HVAC SYSTEM](#)
 - iv. [FAILURE OF MEDICAL GAS SYSTEM NITROUS OXIDE](#)
 - v. [FAILURE OF NATURAL GAS SUPPLY](#)

- vi. [FAILURE OF NURSE CALL SYSTEM](#)
- vii. [FAILURE OF STEAM DELIVERY BOILERS](#)
- viii. [FAILURE OF THE COMMUNICATIONS SYSTEM](#)
- ix. [FAILURE OF THE MEDICAL GAS OXYGEN SYSTEM](#)
- x. [FAILURE OF THE SANITARY SEWER SYSTEM](#)
- xi. [FAILURE OF WATER DISTRIBUTION SYSTEM](#)

c. Financial Recovery

- i. [ASPR TRACIE Federal Recovery Programs Guide for Healthcare Organizations](#)

c. **Returning to Full Operations**

i. This goal of this phase is to return to normal operations as a whole. The strategy for returning to full operations varies widely depending on the extent of the damage. SVHMC could simply be back to full operations as soon as a damaged utility is recovered, for example. On the other hand, a full evacuation of the hospital due to an earthquake might require coordinating efforts with staff, community partners and transportation to return employees and patients to the facility. Returning to full operations might be further divided into stages for example beginning with providing critical access services.

ii. Tools for Returning to Full Operations

- a. [Hospital Repopulation After Evacuation Guidelines and Checklist](#)
 - i. Source: California Hospital Association
- b. [St. Louis Area Regional Hospital Re-Entry Plan](#)
 - i. Source: ASPR Tracie "Recovery Planning" webpage

2. **Family Reunification**

- a. In the event of an emergency or disaster incident, SVHMC may need to assist with family reunification and coordinate with community partners to help locate and assist with the identification of adults and unaccompanied children.
- b. Depending on the incident, some strategies SVHMC is equipped to employ include:
- c. Set up Family Reunification Center
 - i. A family reunification center may be set up by the Incident Management Team under the direction of the Incident Commander.

The center may need to manage in-person visitors and family, or it may need to accommodate phone calls to family to notify them of patient status and location.

a. In-Person

- i. The conference room DRC A/B/C has been identified as a suitable location to manage in-person family and visitors because of its size, privacy, proximity to food, water and restrooms, and it is well equipped with power outlets for family and visitors to keep phones charged.
- ii. Staff would be deployed to support family and visitors, and collect information about who they are looking for. Ideally, this is accomplished with social workers, chaplain(s) and RNs.
 - i. **Supporting Resource:** Case Management and Social Services maintain a working document of community resources for patients needing resources beyond the organizations support system. SAM's Guide to Monterey County Family Resources can also be found at www.samsresources.com. A physical copy is also kept in the MCI shed. This is a comprehensive guide to individuals who counsel families in need.
- iii. A Patient Tracking team may also be deployed to continuously update a documented list of SVHMC patients and their descriptions (if unidentified), who will coordinate with the family reunification team to bring updates in care and, ultimately, reunify patients and families.

b. Phone-based

- i. Concierge's services may be assigned to support the patient information desk staff and assist the public in the family reunification and information center.
- ii. Admitting may be best suited to provide updated lists of patients, assuring all patients are registered appropriately and tracking their location.
- iii. A representative will be appointed to report updates to the Incident Command Team.
- iv. Coordination with the PIO may be necessary to

prevent inappropriate release of patient information.

d. Coordinate with the Community

- i. Coordinating with community members may be necessary if, for example, the disaster is widespread, or if victims from an incident are taken to multiple hospitals in the area. The Incident Management Team would:
 - a. Confirm method of sharing information with the Healthcare Coalition. The ReddiNet Family Reunification module, phones, and even 880 MGH radio are all options.
 - b. Appoint staff to be the liaison(s) to the Healthcare Coalition members. These person(s) will provide updated information from the Patient Tracking team.

K. EDUCATION AND TRAINING PROGRAM

1. SVHMC provides training based on its prioritized risks identified in the hazard vulnerability analysis, its emergency operations plan, communication plan, and applicable policies and procedures.
2. SVHMC provides initial education and training in emergency management to all new and existing staff, individuals providing services under arrangement, volunteers, physicians and other licensed practitioners that is consistent with their roles and responsibilities in an emergency. The initial education and training includes:
 - a. Activation and deactivation of the emergency operations plan
 - b. Communications plan
 - c. Emergency response policies and procedures
 - d. Evacuation, shelter-in place, lockdown and surge procedures
 - e. Where and how to obtain resources and supplies for emergencies (such as procedures or equipment)
3. SVHMC provides ongoing education and training to all staff, volunteers, physicians and other licensed practitioners that is consistent with their roles and responsibilities in an emergency:
 - a. At least every two years
 - b. When roles or responsibilities change
 - c. When there are significant revisions to the emergency operations plan, policies and/or procedures
 - d. When procedural changes are made during an emergency or disaster incident requiring just-in-time education and training.
4. SVHMC trains its incident command staff to their specific duties and responsibilities in the incident command structure.

L. TESTING THE EMERGENCY OPERATIONS PLAN

1. SVHMC tests its emergency operations plan annually via planned exercises. These exercises are based on the following:

- a. Likely emergencies or disaster scenarios
 - b. Emergency operations plan and policies and procedures
 - c. After-action reports (AAR) and improvement plans
 - d. The six critical areas (communications, resources and assets, staffing, patient care activities, utilities, safety and security)
 - e. The exercise attempt to stress the limits of SVHMC emergency response procedures in order to assess how prepared the hospital may be if a real event or disaster were to occur based on past experiences.
2. SVHMC conducts two exercises per year to test the emergency operations plan.
 - a. One of the exercises consists of an operations-based exercise as follows:
 - i. Full-scale, community based exercise; or
 - ii. Functional, facility-based exercise when a community-based exercise is not possible
 - iii. The other annual exercise consists of either an operations-based or discussion-based exercise as follows:
 - a. Full-scale, community based exercise; or
 - b. Functions, facility-based exercise; or
 - c. Mock disaster drill; or
 - d. Tabletop, seminar, or workshop led by a facilitator and includes a group discussion using narrated, clinically relevant emergency scenarios and a set of problem statements, directed messages, or prepared questions designed to challenge an emergency plan.
 3. Exercises are documented with an AAR.
 4. Note: if SVHMC experiences an actual emergency or disaster incident that is documented, its next operations-based exercise would be waived per regulations.
 5. Each accredited freestanding outpatient care building that provides patient care, treatment and services also conducts at least one operations-based OR discussion-based exercise per year to test its emergency response procedures, if not conducted in conjunction with the hospital's emergency exercises.

M. EVALUATING THE PROGRAM AND PLANS

1. The multidisciplinary Emergency Management Committee reviews and evaluates all exercises and actual emergency or disaster incidents. The committee reviews AARs, identifies opportunities for improvement, and recommends actions to take to improve the emergency management program. The AARs and improvement plans are documented.
2. Review and evaluation addresses the effectiveness of response procedures, continuity of operations plans (if activated), training and exercise programs, evacuation procedures, surge response procedures, and activities related to communications, resources and assets, security, staff, utilities, and patients, as applicable.
3. The AARs, identified opportunities for improvement, and recommended actions to

improve the emergency management program are forwarded to senior hospital leadership for review.

4. SVHMC reviews and makes necessary updates based on AARs or opportunities for improvement to the following items annually:
 - a. Hazard vulnerability analysis
 - b. Emergency Management program
 - c. Emergency operations plan, policies and procedures
 - d. Communications plan
 - e. Continuity of operations plan
 - f. Education and training program
 - g. Testing program
5. SVHMC shall document changes and file revisions with HCAI.

IV. REFERENCES

- A. The Joint Commission, Emergency Management Chapter
- B. Department of Human Health Services ASPER TRACIE: Healthcare Emergency Preparedness Information Gateway: <https://asprtracie.hhs.gov/>
- C. [ASPR Tracie "Recovery Planning" webpage.](#)
- D. Title 8 California Code of Regulations §5192(q) Hazardous Waste Operations and Emergency Response [HazMat Refresher Training Requirements](#)
- E. National Incident Management System (NIMS) [National Incident Management System](#)
- F. [CAL OSHA PPE Stockpiling Requirement \(Assembly Bill No. 2537\)](#)
- G. [BIOTERRORISM READINESS PLAN](#)
- H. [EMERGENCY MANAGEMENT FOR MASS CASUALTY INCIDENTS \(MCI\)](#)
- I. [Nutrition Services Disaster](#)
- J. [Laboratory Disruption of Services/Disaster Plan](#)

Attachments

[Attachment A: Hazard and Vulnerability Analysis \(Main Hospital Block\)](#)

[Attachment B: Hazard Vulnerability Assessment \(Taylor Farms Family Health and Wellness Center\)](#)

[Attachment C: 96 Hour Plan](#)

Approval Signatures

Step Description	Approver	Date
Board	Kathryn Haines: Administrative Assistant - PD	Pending
Board	Rebecca Alaga: Regulatory/ Accreditation Coordinator	Pending
MEC	Katherine DeSalvo: Director Medical Staff Services	10/2024
Environment of Care Committee	James Hively: Manager Environmental Health & Safety	09/2024
Policy Committees	Rebecca Alaga: Regulatory/ Accreditation Coordinator	09/2024
Policy Owner	Laura Zerbe: Manager Facilities Construction and Plant Operatio	09/2024

Standards

No standards are associated with this document



Last Approved N/A
Next Review 3 years after approval

Owner **Aisha Huebner:**
Director
Perioperative Services
Area **Patient Care**

Sedation Guidelines

I. POLICY STATEMENT

A. N/A

II. PURPOSE

- A. To provide guidelines to administer, monitor, recover, and discharge patients undergoing procedural sedation.
- B. To define competency standards for those providing minimal, moderate, and deep sedation.

III. DEFINITIONS

- A. Because the level of sedation is defined by the patient's psychologic and physiologic state, and the ability to maintain a patent airway and spontaneous ventilation, this guideline does not delineate the levels of sedation based solely on the route, doses or specific drug used. Therefore, providers are directed to the definitions for use in determining when the intended plan for sedation/analgesia can be expected to render a patient sedated at the minimal sedation (anxiolysis), moderate sedation, or deep level sedation.
- B. Minimal Sedation (Anxiolysis) - With minimal sedation patients respond normally to verbal commands, their cognitive function and coordination may be impaired and/or their respiratory and cardiovascular functions remain unaffected.
- C. Moderate Sedation (Conscious Sedation) - With moderate sedation patients respond purposefully to verbal commands, either alone or accompanied by light tactile stimulation. No interventions are required to maintain a patent airway and spontaneous ventilation is adequate and cardiovascular function is usually maintained.
- D. Deep Sedation (Analgesia)-With deep sedation patients cannot be easily aroused but respond purposefully following repeated or painful stimulation. Their ability to independently maintain respiratory functions may be impaired. They may require assistance in maintaining a patent airway and spontaneous ventilation may be inadequate and cardiovascular function is usually

maintained.

- E. General Anesthesia (A drug-induced loss of consciousness) - With general anesthesia patients are not arousable, even by painful stimulation. Their ability to independently maintain respiratory function is often impaired. Patients often require assistance in maintaining a patent airway, and positive pressure may be required and cardiovascular function may be impaired.

IV. GENERAL INFORMATION

- A. All Salinas Valley Health Medical Center (SVHMC) patients who receive sedation for a procedure will be provided a safe and comparable level of care consistent with, or in excess of, the minimum recognized standards for such procedures.
- B. SVHMC respects the diverse cultural needs, preferences, and expectations of the patients and families it serves to the extent reasonably possible while appropriately managing available resources and without compromising the quality of health care delivered.
- C. Guidelines are general and cannot take into account all of the circumstances of a particular patient. Judgment regarding the propriety of using any specific procedure with a particular patient remains with the patient's physician, nurse, or other health care professional, taking into account the individual circumstances presented by the patient.
- D. Oversight Responsibility:
 - 1. The Department of Anesthesia in collaboration with the Director, Perioperative Services is responsible for the development of practice standards for sedation care.
- E. General Anesthesia can only be provided by an anesthesiologist or qualified Anesthesia provider under the direction of an anesthesiologist.
- F. A qualified Anesthesia provider must be physically present during the administration of all medications.
- G. Exclusions:
 - 1. Patients undergoing mechanical ventilation in critical care settings
 - 2. Perioperative patients undergoing anesthesia
 - 3. Patients undergoing care for alcohol or drug withdrawal protocols
 - 4. End-of-Life Sedation
 - 5. Local and topical Anesthesia
 - 6. Pain control
 - 7. Treatment of Seizures
 - 8. Anxiety management
- H. Documentation:
 - 1. Documentation should follow the guidelines set forth for the specific level of sedation used for procedure.
 - 2. Documentation flow sheet may be used.
 - 3. Documentation in the electronic medical records or in the paper chart following

downtime procedures.

4. Department Specific Electronic Sedation Record
 - a. Cardiac Catheterization Lab
 - b. Radiology Department
 - c. Endoscopy

I. This procedure applies to RNs with additional training and physicians or LIPs with additional training or privileges for administering sedation as outlined in the attachments C, D, E, & F.

J. Refer to guidelines for Personnel/Staffing required for types of sedation

1. Minimal Sedation - Attachment C
2. Moderate Sedation - Attachment D
3. Deep Sedation - Attachment E

V. PROCEDURE

A. Obtain Informed Consent

1. Each patient, parent, or guardian must receive an explanation regarding the risks and alternatives of moderate sedation.
2. Obtain informed consent for procedure / sedation from the patient, parent, or legal guardian and document on the procedural form before the procedure. This consent may or may not be part of the procedure itself. This does not apply to emergency situations. Refer to the policy [CONSENT TO SURGERY OR SPECIAL THERAPEUTIC OR DIAGNOSTIC PROCEDURE\(S\)](#).

B. Equipment for sedation and resuscitation must be present during the procedure. This includes but is not limited to:

1. Advanced Airway equipment (oral and nasal airways, LMA's, intubation equipment)
2. Crash Cart
3. Suction catheters/suction apparatus (e.g., Yankauer-type suction)
4. Oxygen – supply and flow meter/other devices (e.g. Ambu bag face mask, nasal cannula, extension tubing, and connectors)
5. Sedation, reversal and resuscitative medications
6. Monitors: pulse oximeter, non-invasive blood pressure, EKG monitor,
7. End tidal Co2 monitor required for moderate and deep sedation
8. Temperature monitoring equipment for children under warming lights or for infants weighing less than 5 kg

C. Dietary Precautions:

1. Sedation may reduce airway protective reflexes, thus allowing pulmonary aspiration of gastric contents in the event of emesis. The use of sedation will be preceded by an evaluation of food and fluid intake.

2. For non-elective sedation when proper fasting has not been assured, the increased risks of sedation will be weighed against its benefits. If possible, such patients may benefit from delaying the procedure and administering appropriate pharmacologic treatment to reduce gastric volume and increase gastric pH. These patients may require protection of the airway before sedation or anesthesia consultation. Certain radiological procedures require the administration of oral fluids in conjunction with sedation and analgesia. Risk of aspiration during these procedures must be weighed against the benefits of sedation and analgesia.

D. Minimal Sedation

1. Pre-Procedural Assessment to Include:

- a. Focused History including NPO status (Attachment A) and allergies
- b. Baseline vitals: Blood Pressure, Heart Rate, Respiratory Rate, Oxygen Saturation
- c. Intra-procedural monitoring/documentation of BP, HR, RR and O2 Saturation every 5 minutes
- d. Post-procedural documentation that the patient is be able to respond to questions and/or ambulate with stable vitals for at least 15 minutes
- e. Repeat dosing of anxiolytic agents may require monitoring appropriate for moderate sedation.

E. Moderate and Deep Level Sedation (Minimal Sedation is exempt from the following):

Pre-Procedural:

1. Obtain airway and sedation assessment to determine Mallampati score and Determine ASA classification. (Attachment B)
2. Determine if the patient requires consultation and/or medical management from a member of the Department of Anesthesiology. For procedures performed under moderate and deep sedation in the endoscopy suite, an anesthesiologist or critical care physician should be present or an anesthesia consult should be obtained for patients with the following conditions:
 - a. Severe cardiac disease, (NYHA Class IV Congestive Heart Failure, symptomatic arrhythmias, unstable angina, moderate-severe or severe valvular heart disease.)
 - b. Pulmonary disease requiring oxygen at baseline.
 - c. Hemodynamic instability.
 - d. ASA IV
 - e. Morbid Obesity with BMI > 40.
 - f. Pregnancy
 - g. Age under 16
 - h. ERCP procedures.

3. Perform a medical history and physical exam within 30 days of the procedure which should include the following:
 - a. Health history including allergies, current medications, current health problems, previous hospitalizations, previous sedation/anesthesia history including adverse reactions, known pregnancy status, smoking, alcohol and illicit drug use
 - b. Height and Weight*
 - c. Mental Status* (Aldrete Score) (Attachment B)
 - d. Focused physical examination including vital signs, airway evaluation and auscultation of heart and lungs.
 - e. NPO status
 - f. Pulmonary Status
 - g. Cardiovascular Status
4. If the History and Physical examination were completed greater than 24 hours prior to the procedure an Interval History and Physical must be completed.
5. A Plan of Care for sedation will be developed by the appropriately privileged member of the medical staff based on the assessment, assignment of the ASA physical status, airway assessment, pulmonary and cardiovascular assessments, and risk and benefits of planned level of sedation.
6. Provide appropriate instructions to patient, and parent, family or accompanying adult including NPO status, dietary restrictions, drug information, post-procedure transportation information
7. Obtain and document (baseline) Pre-Procedural Vital signs no greater than 15 minutes prior to start of procedure:
 - a. Blood pressure, Heart rate, Respiratory Rate, Oxygen saturation which will serve as the immediate re-evaluation prior to beginning sedation
 - b. Aldrete Score
8. Obtain and maintain vascular access if IV medications are planned/used.
9. Prior to the start of sedation applicable components of Universal Protocol are to be completed.
10. Items with a (*) may be delegated by the appropriately privileged member of the medical staff or their designee, or to a clinical staff member who has demonstrated competency in pre-sedation assessment when the pre-sedation assessment is not also serving as the H & P. The appropriately privileged member of the medical staff is responsible to review all of the items before ordering sedation.

Intra-Procedural Guidelines:

1. Document Start time
2. Monitor and document vital signs every 5 minutes or more as indicated

- a. Blood pressure, Heart rate, and Respiratory rate shall be monitored and documented every 5 minutes.
 - b. Oxygen Saturation, capnography, and cardiac rhythm shall be monitored continuously and should be documented every 5 minutes.
3. Monitor and document level of sedation every 5 minutes during procedure

SEDATION RATING SCALE

0 = No sedation; awake

S = sleepy; normal to arouse

1 = mild sedation; occasionally sleepy, easy to arouse, responds to verbal stimuli

2 = moderate sedation; frequently drowsy, responds to gentle shake

3 = severe or deep; somnolent, difficult to arouse, responds to sternal rub

4 = unresponsive

4. For exposed children under warming lights, continuously monitor skin temperature using skin probe.
- a. For Infants weighing less than 5 kg, monitor temperature at the beginning and the end of the procedure and use interventions as needed to maintain neutral thermal temperature (i.e., warm blanket, Bair Hugger, plastic wrap).

Post-Procedural Guidelines:

1. Document End time
2. Each patient's post-procedure status is assessed on discharge
3. Each patient is discharged from the post-sedation or post-anesthesia recovery area by a qualified licensed independent practitioner or according to criteria approved by the medical staff.
4. For patients receiving deep sedation a post anesthesia evaluation must be completed and documented by an individual qualified to administer deep sedation, no later than 48 hours after the procedure. The qualified individual performing the post anesthesia evaluation need not be the same individual who administered the sedation.

The elements of an adequate post anesthesia evaluation should be clearly documented and include:

- a. Respiratory function, including respiratory rate, airway patency, and oxygen saturation
- b. Cardiovascular function, including pulse rate and blood pressure
- c. Mental status
- d. Temperature
- e. Pain
- f. Nausea and vomiting
- g. Post procedure hydration

5. In the absence of specific orders, routine nursing recovery care will include but not be limited to:
 - a. Initial post procedure Aldrete Score
 - b. Blood pressure and respiratory rate documented every 15 minutes
 - c. Cardiac rhythm, heart rate, oxygen saturation and level of consciousness monitored continuously and documented every 15 minutes
 - d. Monitoring should continue until patient reaches discharge criteria.
6. Any abrupt deterioration of the patient's condition will be reported to the responsible physician immediately. These include but are not limited to:
 - a. Respiratory rate greater than 20 or less than 12
 - b. Oxygen saturation less than 94% or less than pre-procedure levels
 - c. Stridor, wheezing and/or croup symptoms
 - d. Shallow or inadequate tidal volumes
 - e. Sudden onset of cyanosis
 - f. Respiratory obstruction
 - g. Blood pressure less than 90 systolic or 80% of preoperative value
 - h. Blood pressure greater than 160 systolic or more than 20% of preoperative value
 - i. Pulse greater than 100 or less than 50
 - j. Any cardiac dysrhythmia
 - k. Any change in mental status
7. While current practice dictates that patients receiving moderate sedation be monitored and evaluated before, during, and after the procedure by trained practitioners, a post anesthesia evaluation performed by someone qualified to administer anesthesia as specified in § 482.52 9(a) is NOT required under this regulation. (71 FR 68691)

F. Discharge Criteria:

1. Patients can only be Transferred or Discharged after examination and/or written order by an LIP that directs staff to follow approved discharge protocol.
2. Patients who have received procedural sedation may be discharged from the recovery area when the following criteria are met:
 - a. Discharge order from physician
 - b. Vital signs to within +/- 20% of pre-procedure level
 - c. Aldrete score of 8 or a score equivalent to pre-procedure levels for thirty minutes
 - d. No use of reversal agents (Naloxone, Flumazenil) for one hour (see Attachment F)

- e. Return of baseline motor function
 - f. Pain is minimal / manageable
 - g. Oxygen saturation maintained at 94% or greater, or is at pre-procedural level
 - h. Discharge oxygen saturation less than admission, with physician approval
 - i. Patients who received reversal agents need to remain in the procedure area for at least one hour after the last dose of reversal agent.
3. Patients being discharged to home will meet the following additional criteria:
- a. Able to ambulate without assistance and without dizziness (if applicable)
 - b. Able to tolerate oral fluids (unless contraindicated by procedure)
4. Discharge instructions
- a. Patient and family education, and discharge planning will be done and validation that learning took place should be documented. Patient and family / significant others should receive written aftercare instructions covering the following:
 - 1. Limitations of activity (to include operating a motor vehicle and machinery)
 - 2. Dietary precautions
 - 3. Medications
 - 4. Signs and symptoms of complications and course of action to take, if any complication develops
 - 5. Name and phone number of attending physician
 - 6. Follow-up appointment
 - 7. Name and phone number of secondary source of information in case patient develops complication
 - 8. Written post-procedure instructions reviewed with the patient and / or responsible adult
 - 9. Transportation home shall be by a responsible adult
 - b. Attending physician, if applicable, may provide procedure specific discharge instructions, which may include showering, dressing and wound care.

VI. EDUCATION/TRAINING

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

VII. REFERENCES

- A. American Society of Anesthesiologists, Inc. (ASA)

- B. The Joint Commission Centers for Medicare and Medicaid Services, Conditions of Participation, Anesthesia Services
- C. Recommended practices for the patient receiving moderate sedation. Association of Perioperative Nurses. Denver, CO.
- D. American Association of Nurse Anesthetists.
- E. Practice Guidelines for Preoperative Fasting and the Use of Pharmacologic Agents to Reduce the Risk of Pulmonary Aspiration: Application to health Patients Undergoing Elective Procedures, Anesthesiology 2011;114:495-511
- F. Practice Guidelines for Moderate Procedural Sedation and Analgesia 2018: A Report by the American Society of Anesthesiologists Task Force on Moderate Procedural Sedation and Analgesia, the American Association of Oral and Maxillofacial Surgeons, American College of Radiology, American Dental Association, American Society of Dentist Anesthesiologists, and Society of Interventional Radiology, Anesthesiology 2018; 128; 437-479.
- G. California board of registered nursing – Conscious sedation
- H. Note: § 482.52 9(a) is NOT required under this regulation. (71 FR 68691)

Attachments

[A: NPO Status](#)

[B: Mallampati, ASA and Aldrete Scoring](#)

[C: Minimal Sedation](#)

[D: Moderate Sedation](#)

[E: Deep Sedation](#)

[F: Emergency Resuscitation Medications](#)

Approval Signatures

Step Description	Approver	Date
Board	Kathryn Haines: Administrative Assistant - PD	Pending
Board	Rebecca Alaga: Regulatory/ Accreditation Coordinator	Pending
Medical Executive Committee	Katherine DeSalvo: Director Medical Staff Services	10/2024

Perioperative Medical Director	Christina Hinz: PHYSICIAN	10/2024
Policy Committee	Rebecca Alaga: Regulatory/ Accreditation Coordinator	10/2024
Policy Owner	Aisha Huebner: Director Perioperative Services	10/2024

Standards

No standards are associated with this document

COPY

EXTENDED CLOSED SESSION
(if necessary)

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

(Joel Hernandez Laguna)

*RECONVENE OPEN SESSION/
CLOSED SESSION REPORT*

(Joel Hernandez Laguna)

ADJOURNMENT

DRAFT SALINAS VALLEY HEALTH¹
QUALITY AND EFFICIENT PRACTICES COMMITTEE MEETING
COMMITTEE OF THE WHOLE
MEETING MINUTES OCTOBER 14, 2024

Committee Member Attendance:

Voting Members Present: **Rolando Cabrera, M.D.**; Vice-Chair, **Clement Miller**, COO, and **Carla Spencer**, Chief Nursing Officer, and **Alison Wilson, M.D.**, Medical Staff Member;

Voting Members Absent: **Catherine Carson**, Chair;

Advisory Non-Voting Members Present:

In Person: Allen Radner, M.D., President/CEO, Timothy Albert, M.D., CCO, and Cheryl Pirozzoli.

Other Board Members Present, Constituting Committee of the Whole:

Via teleconference: Juan Cabrera, Joel Hernandez-Laguna, Victor Rey.

Dr. Wilson arrived at 8:39 a.m.

Joel Hernandez-Laguna arrived at 8:55 a.m.

Juan Cabrera arrived at 9:14 a.m.

1. CALL TO ORDER/ROLL CALL

A quorum was present and Vice-Chair Dr. Cabrera called the meeting to order at 8:30 a.m. at the Downing Resource Center CEO Conference Room 117.

2. PUBLIC COMMENT

None

3. APPROVAL OF MINUTES FROM THE QUALITY AND EFFICIENT PRACTICES COMMITTEE MEETING OF SEPTEMBER 16, 2024.

Approve the minutes of the September 16, 2024 Quality and Efficient Practices Committee meeting. The information was included in the Committee packet.

PUBLIC COMMENT:

None

MOTION:

Upon motion by Committee member Miller, second by Committee member Spencer, the minutes of the September 16, 2024 Quality and Efficient Practices Committee Meeting were approved as presented.

ROLL CALL VOTE:

Ayes: Vice-Chair Cabrera, Miller, Spencer;

Noes: None;

Abstentions: None;

Absent: Chair Carson, Dr. Wilson.

Motion Carried

¹Salinas Valley Memorial Healthcare System operating as Salinas Valley Health

4. PATIENT CARE SERVICES UPDATE: PERIOPERATIVE CLINICAL PRACTICE COUNCIL

Carla Spencer, MSN, RN, NEA-BC, Chief Nursing Officer, introduced Eva Abendano-Real, BSN, RN, Chair of the MedSurg Unit Practice Council, Flor Silva, BSN, RN, CMSRN, Co-Chair, who reported the following:

Completed Projects/Initiatives:

- Hospital acquired pressure injuries (HAPI) for 3Main: 3 Key Elements: (1) Consistent use of HAPI SKIN bundle, (2) Checklist for high-risk patients completed for each, and (3) Monthly mini-prevalence study assessing HAPI and HAPI prevention, using peer feedback when necessary and sharing data/findings with staff. HAPI prevalence rate has been zero for the past 2 quarters. Focus will continue on 3Main.

In-Progress Projects/Initiatives:

- Standardizing Oral Care Protocol: Sub-optimal oral care can impact many patient safety and quality measures, including Non-Ventilator Hospital-Acquired Pneumonia (NVHAPs). New, evidence-based oral care products were trialed and adopted. A standardized oral care protocol was developed; documentation screen was updated to align. Policy revision is in progress. Outcome measures include documentation and tooth brushing/oral care at least twice per day and automation of NVHAP data (currently a manual abstraction process).
- Falls Action Plan for 3Main: In collaboration with Falls Committee: (1) Update communication boards, (2) staff education about fall prevention strategies, (3) weekly huddle sheet distributed throughout the cluster, (4) “Call, Don’t Fall” signage, (5) collaboration with pharmacy to review medications that could impact fall risk, and (6) mini fall surveillance studies utilizing falls rounding tools, teaching, data review/share. Outcome measures include surveillance audits and falls and falls with injury rates.

A full report was provided in the packet.

Committee Discussion: Family members, care givers and patients are offered the opportunity to assist with teeth brushing. There is shift-to-shift handoff for falls action plans. The current HAPI protocol is successful and the plan is to sustain the plan throughout the entire hospital and revise it as needed.

5. CLOSED SESSION

Vice-Chair Cabrera announced that the items to be discussed in Closed Session are *Hearings/Reports* as listed on the closed session agenda. The meeting recessed into Closed Session under the Closed Session protocol at 8:41 a.m.

6. RECONVENE OPEN SESSION/REPORT ON CLOSED SESSION

The Committee reconvened for Open Session at 9:24 a.m. Vice-Chair Cabrera reported that in Closed Session, the Committee received and accepted the (1) *Hearings/Reports* as published on the closed session agenda, as follows:

Hearings and Reports

1. Report of the Medical Staff Quality and Safety Committee
Environment of Care

2. Quality and Safety Board Dashboard Review
3. Consent Agenda:
 - Chest Pain Program
 - Falls Committee
 - Risk/Patient Safety Reports
 - Accreditation and Regulatory Report

7. ADJOURNMENT

There being no other business, the meeting adjourned at 9:25 a.m. The next Quality and Efficient Practices Committee Meeting is scheduled for **Monday, November 11, 2024** at 8:30 a.m.

Rolando Cabrera, M.D., Vice-Chair
Quality and Efficient Practices Committee

DRAFT SALINAS VALLEY HEALTH¹
FINANCE COMMITTEE
COMMITTEE OF THE WHOLE
MEETING MINUTES OCTOBER 21, 2024

Committee Member Attendance:

Voting Members Present: **Joel Hernandez Laguna**, Chair, **Juan Cabrera**, Vice-Chair, **Allen Radner, M.D.**, President/CEO, and **Tarun Bajaj, M.D.**, Medical Staff Member.

Voting Members Absent: Augustine Lopez.

Advisory Non-Voting Members Present:

Via teleconference: Sanjeev Tandon, Advisor/Subject Matter Expert, Michelle Childs, CHRO.
In person: Tim Albert, CCO, Alysha Hyland, CAO, Clement Miller, COO, Gary Ray, CLO.

Other Board Members Present, Constituting Committee of the Whole:

Via teleconference: Catherine Carson

In-Person: Victor Rey.

Vice-Chair Cabrera arrived at 4:33 p.m.

1. CALL TO ORDER/ROLL CALL

A quorum was present and Chair Joel Hernandez Laguna, called the meeting to order at 4:30 p.m. in the Heart Center Teleconference Room.

2. AGENDA REVISION

Chair Hernandez Laguna stated a request was made to add a Closed Session to the agenda pursuant to Government Code Section 54954.2(b)(2). This requires approval of two thirds of the members of the Committee and a finding that the matter came to the attention of the Board after the posting of the Committee's Agenda.

Consideration for the addition of a Closed Session to the Agenda. Item to be discussed:

1. Conference with Legal Counsel – Anticipated Litigation (Government Code §54956.9(d)(2))

COMMITTEE MEMBER DISCUSSION: None.

PUBLIC COMMENT: None.

MOTION:

Upon motion by Committee Member Dr. Radner, and second by Committee Member Dr. Bajaj, finding that a matter came to the attention of the Committee after the posting of the Committee's Agenda, approve revision of the Agenda to include a Closed Session: Conference with Legal Counsel – Anticipated Litigation (Government Code §54956.9(d)(2)), as presented.

ROLL CALL VOTE:

Ayes: Chair Hernandez Laguna, Dr. Radner, and Dr. Bajaj;

Nays: None;

Abstentions: None;

Absent: Vice-Chair Cabrera, Lopez

Motion Carried

¹Salinas Valley Memorial Healthcare System operating as Salinas Valley Health

3. PUBLIC COMMENT:

None.

4. MINUTES OF THE FINANCE COMMITTEE AUGUST 19, 2024

Approve the minutes of the August 19, 2024 Finance Committee meeting. The information was included in the Committee packet.

COMMITTEE MEMBER DISCUSSION: None.

PUBLIC COMMENT: None.

MOTION:

Upon motion by Committee Member Dr. Radner, and second by Committee Member Dr. Bajaj, the minutes of the August 19, 2024 Finance Committee were approved as presented.

ROLL CALL VOTE:

Ayes: Chair Hernandez Laguna, Vice-Chair Cabrera, Dr. Radner, and Dr. Bajaj;

Nays: None;

Abstentions: None;

Absent: Lopez

Motion Carried

5. MINUTES OF THE FINANCE COMMITTEE SEPTEMBER 23, 2024

Approve the minutes of the September 23, 2024 Finance Committee meeting. The information was included in the Committee packet.

COMMITTEE MEMBER DISCUSSION: None.

PUBLIC COMMENT: None.

MOTION:

Upon motion by Committee Member Dr. Radner, and second by Committee Member Dr. Bajaj, the minutes of the September 23, 2024 Finance Committee were approved as presented.

ROLL CALL VOTE:

Ayes: Chair Hernandez Laguna, Vice-Chair Cabrera, Dr. Radner, and Dr. Bajaj;

Nays: None;

Abstentions: None;

Absent: Lopez

Motion Carried

6. CONSIDER RECOMMENDATION FOR BOARD APPROVAL OF STRYKER POWER UPGRADE

Alysha Hyland, CAO, reported that the current inventory of Stryker power drill sets at Salinas Valley Health has reached the end of its service life. As these drills become irreparable, maintaining adequate functionality in the operating room has become increasingly difficult. To

sustain the high standards of patient care, it is recommended to implement the Stryker Power 9 system. This system has a proven track record with orthopedic and podiatry surgeons, offering durability, ergonomic design to reduce surgeon fatigue, and innovative features such as battery charging through sterile wrap, which minimizes downtime. Upgrading to the Stryker Power 9 will ensure the availability of reliable, high-performance equipment to support surgical services and enhance patient outcomes.

A full report was included in the packet.

COMMITTEE MEMBER DISCUSSION: What is lifetime of the equipment? This is unpredictable.

PUBLIC COMMENT: None.

MOTION:

Upon motion by Committee member Dr. Bajaj, and second by Committee member Dr. Radner, the Finance Committee recommends the Board of Directors approve the purchase of the Stryker Power 9 in the amount of \$708,113.00. Capital purchase cost of the Stryker Power 9 is \$550,562.00 with two (2) months prorated service in the amount of \$12,119.00 and a two (2) year service agreement in the amount of \$157,551.00 with ProCare.

ROLL CALL VOTE:

Ayes: Chair Hernandez Laguna, Vice-Chair Cabrera, Dr. Radner, and Dr. Bajaj;

Nays: None;

Abstentions: None;

Absent: Lopez

Motion Carried

7. CONSIDER RECOMMENDATION FOR BOARD APPROVAL OF AMENDMENT NUMBER ONE TO LEASE AGREEMENT WITH LLANO DEVELOPMENT, LLC, FOR EPIC INPATIENT TRAINING SPACE

Gary Ray, Chief Legal Officer, reported that as part of the multi-year implementation plan for the Epic Inpatient System, SVH requires additional space for Epic Inpatient Analysts. Very recently, an additional 3,058 square feet of office space became available at 928 East Blanco Road in Salinas. This additional space is located on the same floor as the SVH IT and Enterprise Informatics Offices and can be added to one of SVH's existing lease agreements for space in the building.

A full report was included in the packet.

COMMITTEE MEMBER DISCUSSION: The lease would be with the same landlord at the same rates. This provides the opportunity to centralize the IT services and would allow education space. Was this included in the prior Epic budget? Additional space needed for training was approved in Epic budget. This would be only a portion of the allocated space requirements; additional space will be needed later during implementation. This project is currently under budget.

PUBLIC COMMENT: None.

MOTION:

Upon motion by Committee member Dr. Radner, and second by Committee Member Dr. Bajaj, the Finance Committee recommends the Board of Directors approval of Amendment Number One to Lease Agreement to Expand the Space for Epic Inpatient Training Space at 928 East Blanco Road, Salinas Between SVH and Rancho Llano Development, LLC.

ROLL CALL VOTE:

Ayes: Chair Hernandez Laguna, Vice-Chair Cabrera, Dr. Radner, and Dr. Bajaj;
Nays: None;
Abstentions: None;
Absent: Lopez

Motion Carried

8. CONSIDER RECOMMENDATION FOR BOARD APPROVAL OF THE METTEL CARRIER SERVICES CONTRACT FOR THREE YEARS AS SOLE SOURCE JUSTIFICATION AND CONTRACT AWARD

Alysha Hyland, CAO, and Audrey Parks, CIO reported that Salinas Valley Health receives telecommunications services predominantly from AT&T and Comcast. Due to our existing, large AT&T carrier environment, we found opportunities to move lines from AT&T that do not require premium services to a phone line and services aggregator, MetTel. In addition to lower cost we continue to have improved management and visibility of our AT&T lines through MetTel's proprietary utilization management portal, Bruin. MetTel is a leading wholesale carrier aggregator and a four-time leader in the 2023 Gartner Strategic Quadrant for Managed Services. MetTel's unique contract management software, the Bruin Portal, will reduce overhead costs for the IT Communications team to manage our carrier contracts, track our service tickets, and monitor our expenses. This contract renewal is for our existing telephone and fax lines with MetTel. A savings summary was reviewed.

A full report was included in the packet.

COMMITTEE MEMBER DISCUSSION: None

PUBLIC COMMENT: None.

MOTION:

Upon motion by Committee member Dr. Bajaj and second by Committee member Dr. Radner, the Finance Committee recommends the Board of Directors approve the MetTel contract in the amount of \$496,800 over a three-year term as sole source and contract award.

ROLL CALL VOTE:

Ayes: Chair Hernandez Laguna, Vice-Chair Cabrera, Dr. Radner, and Dr. Bajaj;
Nays: None;
Abstentions: None;
Absent: Lopez

Motion Carried

9. CONSIDER RECOMMENDATION FOR BOARD APPROVAL OF THE ARTIFICIAL INTELLIGENCE EMPOWERED CLINICAL DOCUMENTATION FOR EPIC SOLUTION THROUGH COMPETITIVE SOLICITATION AND CONTRACT AWARD TO ABRIDGE AI, INC.

Tim Albert, M.D., Chief Clinical Officer, reported that Physician burnout related to documentation time is one of the most pressing issues identified by the American Medical Association (AMA) and the American Medical Informatics Association (AMIA). Recent studies have shown that a generative artificial intelligence (AI) scribe can decrease the amount of time a physician spends at the computer by an average of an hour each day. Generative AI scribing systems can also improve the patient experience. Studies found that using an AI scribe reported more physician and patient face to face conversation time and 71% of patients reported that they spent more time speaking to their physician during their visit.

Abridge is an advanced AI platform for clinical conversations that take place during a patient encounter. Using an application that is embedded within Epic Haiku, Abridge allows physicians to more quickly compose clinical notes. Abridge also provides a complete transcript of the patient encounter within an Epic window and allows the provider to reference the source of information in a clinical note to the conversation with the patient. This provides a superior level of reliability compared to its competitor platforms. Unique to Abridge, conversations can also take place in as many as fourteen (14) languages, with more than one language being used in each patient encounter. This functionality is especially valued given the high number of patients who are Spanish speaking at Salinas Valley Health.

This proposal allows for ten (10) ambulatory physicians to pilot Abridge for three (3) months. During that period, we will be collecting data on their use, time spent in clinical notes and burnout scores.

An Abridge overview was provided including key metrics, SVH survey analysis. 12 clinicians are piloting Abridge; 37,000+ minutes have been saved. Goals include decrease documentation time outside of scheduled work hours, increase work satisfaction, reduce practitioner cognitive load and improve note quality. Survey results indicate physician satisfaction, reduction of outside work hours, improved quality of notes, ability to increase patient encounters, providers more fully present with their patients, patient comprehension of clinical notes and increased clinician wellbeing.

A full report was included in the packet.

COMMITTEE MEMBER DISCUSSION: Abridge is the leader in this technology. The clinics are still in the pilot program The final contract is still under negotiation. Once finalized, SVMC will move forward after the pilot. How are patient privacy and security concerns being handled? Patient consent and awareness is documented prior to using Abridge AI. The highest security level is utilized. There are security limits limiting the amount of time data is kept; 30 days. Physician integration: 8 out of 10 physicians are excited but have questions. The goal is 70-80% participation. There has been success with new grads and providers in their last 5 years of their career with success for both. Additionally, this will help with Physician recruitment, virtually everyone is using it; not implementing will increase difficulty in recruiting. The product is Epic specific and is accessible wherever there is Epic. The contract is tied to number of users in groups of 20 at a time, and one physician can be exchanged for another.

PUBLIC COMMENT: None.

MOTION:

Upon motion by Committee member Dr. Bajaj, and second by Vice-Chair Cabrera, the Finance Committee recommends Board of Directors approval of the artificial intelligence empowered clinical documentation for Epic solution through competitive solicitation and contract award to Abridge AI, Inc., in the amount of \$808,000 for a 15-month term.

ROLL CALL VOTE:

Ayes: Chair Hernandez Laguna, Vice-Chair Cabrera, Dr. Radner, and Dr. Bajaj;

Nays: None;

Abstentions: None;

Absent: Lopez.

Motion Carried

10. CONSIDER RECOMMENDATION FOR BOARD APPROVAL OF PRELIMINARY PROJECT BUDGET AND AWARDED CONTRACT FOR DESIGN AND ENGINEERING SERVICES IN CONJUNCTION WITH THE MRI INSTALLATION PROJECT TO TRAINOR.

Clement Miller, COO, and John Kazel, Director Imaging Services, Stephen Lyon, Bogard Construction, reported that the MRI installation project's objective is to identify and renovate an existing space within the medical center envelope to facilitate the installation of the new MRI scanner. The main medical center campus has a detached building on the corner of East Romie and Wilgart housing a functioning MRI suite with a GE EchoSpeed HD owned and operated by Alliance/Akumin Imaging. The current GE MRI was installed in 2004. Current project planning encompasses renovations of existing conference and office areas to house a complete MRI suite. All planned renovations require plan approval and building permits from California's Department of Health Care Access and Information (HCAI). Facilities management circulated a request for proposal from qualified architectural firms to provide comprehensive design and engineering services necessary to complete construction documents and specifications for securing agency approvals and construction services from general contractors.

The design team shall identify code-required program elements that will be required to be located within the new MRI suite and/or contiguous to the suite. The new MRI suite shall be designed to efficiently process our inpatient and procedural volume in a state-of-the-art environment. The current fee proposal is consistent with industry standards of similar projects of same size and complexity within the San Francisco Bay Area. The fiscal years 2025 through 2028 strategic capital budget allocated funding for planning, design and construction activities required to complete the design and construction process. Following interviews and negotiations with MRI equipment vendors, we will return to the Board for consideration of approval for equipment contract(s). After completion of the construction bidding process, we will return to the Board for consideration of the construction contract award.

A full report was included in the packet.

COMMITTEE MEMBER DISCUSSION: None.

PUBLIC COMMENT: None.

MOTION:

Upon motion by Committee member Dr. Radner, and second by Vice-Chair Cabrera, the Finance Committee recommends Board of Directors approve the overall preliminary project budget for MRI Installation in the amount of \$8,000,000. In addition, we recommend approving the award of the professional services agreement to Treanor for the design and engineering of the MRI Installation Project, in the amount of \$522,425, as presented.

ROLL CALL VOTE:

Ayes: Chair Hernandez Laguna, Vice-Chair Cabrera, Dr. Radner, and Dr. Bajaj;

Nays: None;

Abstentions: None;

Absent: Lopez.

Motion Carried

11. CONSIDER RECOMMENDATION FOR BOARD OF DIRECTORS APPROVAL OF CONSTRUCTION BUDGET TO FURNISH, INSTALL, AND ACTIVATE A TEMPORARY EMERGENCY DEPARTMENT OVERFLOW TRAILER FACILITY TO REPLACE ‘COVID-ERA’ TENTS AT 450 E. ROMIE.

Clement Miller, COO, reported that in recent years, SVMHS has utilized temporary facilities to expand emergency department capabilities beyond the existing footprint of the department and has temporarily re-purposed areas within the hospital to accommodate patient load that exceeds the carrying capacity of the existing emergency department. State approved emergency legislative and licensing approvals that allowed operation of temporary overflow facilities during the recent pandemic have expired. SVH has applied for permission to erect a temporary (3-5 year) 2-trailer ‘mobile unit’ overflow facility in accordance with HCAi Policy Intent Notice (PIN) 34. Upon installation and activation, the mobile unit facility will allow removal of the existing ED tent facility and a reduction of overflow ED activities within the hospital outside the department footprint until a permanent ED expansion solution is developed and constructed.

A full report was included in the packet.

COMMITTEE MEMBER DISCUSSION: Approximately \$600,000 of the cost is the lease already approved. The goal is complete before rainy season. The trailers will arrive November 11.

PUBLIC COMMENT: None.

MOTION:

Upon motion by Committee member Dr. Bajaj, and second by Committee member Dr. Radner, the Finance Committee recommends Board of Directors approval to fund the temporary two-trailer ‘mobile unit’ emergency department facility at 450 E. Romie in an amount Not-To-Exceed \$1,783,683.00.

ROLL CALL VOTE:

Ayes: Chair Hernandez Laguna, Vice-Chair Cabrera, Dr. Radner, and Dr. Bajaj;

Nays: None;

Abstentions: None;

Absent: Lopez.

Motion Carried

12. FINANCIAL PERFORMANCE REVIEW

An update was received from Scott Cleveland, Controller, on the Financial Performance Review for the month of September 2024. Highlights included Income from Operations 3.5M, Net Income \$10.7M, and Days Cash on Hand of 368.

A full report was included in the packet.

COMMITTEE MEMBER DISCUSSION: None.

13. FY25 CAPITAL SPENDING YEAR-TO-DATE SEPTEMBER 30, 2024

An update was received from Scott Cleveland, Controller, Rolf Norman, Director Financial Planning & Decision, and Stephen Lyon, Bogard Construction provided a presentation on FY25 YTD September Capital Spending,

14. CAPITAL SPENDING YTD JUNE 30, 2024

Augustine Lopez, Chief Financial Officer and Stephen Lyon, Bogard Construction provided a presentation on FY24 YTD September Capital Spending,

The report on Active Projects Approved by the Board was reviewed as follows:

- Medical Center campus painting: Just starting.
- Surgery addition plus seismic retrofit: Surgery addition is on pause. Retrofit on schedule.
- Renovations to 559 Abbott Street for Urology Services: Completed
- CT equipment replacement: Completed.
- Nuclear Medicine equipment replacement: Completed.
- Elevator modernization: Completed with close-out issues.
- Bulk oxygen tank replacement: Completed, with close-out issues.
- SVH rebranding/signage: On going.
- Cath Lab 3 replacement: Commencing design development.
- Angio Suite replacement: Commencing design development.
- 212 San Jose Street renovation Cardio/Vascular: Complete.
- BD Infusion, IV Pump Replacement: No new activity.
- Epic IP Electronic Health Record (5-Yr Capital Portion): No new activity.
- 559 Abbott Street Imaging Center X-Ray System: Installed equipment package and working well.
- Workday Financial and Supply Chain Software (Capital):
- ED Mobile Units (Capital): On track for delivery week of 11/11.
- X-Ray Rooms 1 & 2: Commencing design development. Start Room 2 first.
- Nuclear Medicine Camera (D-Spect): Awaiting HCAi approval.
- 212 San Jose Street/Endoscopy: Contractor in negotiation with sub-contractors.

All projects have a Board approved amount of \$83,467,218. A full report was included in the packet.

COMMITTEE MEMBER DISCUSSION: None.

15. CLOSED SESSION

Chair Hernandez Laguna announced that item to be discussed in Closed Session is *Conference with Legal Counsel – Anticipated Litigation*. The meeting recessed into Closed Session under the Closed Session Protocol at 5:26 p.m.

16. RECONVENE OPEN SESSION/REPORT ON CLOSED SESSION

The Board reconvened Open Session at 5:36 p.m. Chair Hernandez Laguna announced in Closed Session, the Board discussed *Conference with Legal Counsel – Anticipated Litigation*. No action was taken.

ADJOURNMENT

There being no other business, the meeting was adjourned at 5:37 p.m. The next Finance Committee Meeting is scheduled for **Monday, November 18, 2024**.

Joel Hernandez Laguna, Chair

DRAFT SALINAS VALLEY HEALTH¹
TRANSFORMATION, STRATEGIC PLANNING AND GOVERNANCE COMMITTEE
COMMITTEE OF THE WHOLE
MEETING MINUTES JULY 17, 2024

Committee Member Attendance:

Voting Members Present: **Victor Rey, Jr.**, Chair, **Allen Radner, M.D.**, President/CEO, **Gary Ray**, CLO, and **Nikolas Greenson, M.D.**, Medical Staff Member;

Absent: **Rolando Cabrera, MD**, Vice-Chair;

Advisory Non-Voting Attendees Present:

In Person: **Tim Albert, M.D.**, **Alysha Hyland**, **Clement Miller**, **Carla Spencer**,

Via Teleconference: **Michelle Childs, CHRO**

Other Board Members Present, Constituting Committee of the Whole:

Via Teleconference: **Juan Cabrera**, **Rolando Cabrera, M.D.**, and **Catherine Carson**.

Dr. Cabrera attended as a non-voting member via teleconference.

1. CALL TO ORDER/ROLL CALL

A quorum was present and Chair Rey called the meeting to order at 12:00 p.m. in the Heart Center Teleconference Room.

2. PUBLIC COMMENT

None

3. APPROVAL OF MINUTES FROM THE TRANSFORMATION, STRATEGIC PLANNING AND GOVERNANCE COMMITTEE MEETING OF JULY 17, 2024.

PUBLIC COMMENT:

None

MOTION:

Upon motion by committee member Dr. Radner, second by committee member Dr. Greenson, the Transformation, Strategic Planning, and Governance Committee approved the minutes of the July 17, 2024 meeting, as presented.

Roll Call Vote:

Ayes: Rey, Dr. Radner, Ray and Dr. Greenson;

Noes: None;

Abstentions: None;

Absent: Dr. Cabrera.

Motion Carried.

¹Salinas Valley Memorial Healthcare System operating as Salinas Valley Health

4. CLOSED SESSION

Chair Rey announced that the item to be discussed in Closed Session is *Report Involving Trade Secret: Trade Secret, Strategic Planning, Proposed New Programs and Services*. The meeting recessed into Closed Session under the Closed Session protocol at 12:05 p.m.

5. RECONVENE OPEN SESSION/REPORT ON CLOSED SESSION

The Committee reconvened Open Session at 12:50 p.m., Chair Rey reported that in Closed Session, the Committee received a *Report Involving Trade Secret: Trade Secret, Strategic Planning, Proposed New Programs and Services*. No action was taken in Closed Session.

6. ADJOURNMENT

There being no other business, the meeting was adjourned at 12:51 p.m. The Transformation, Strategic Planning, and Governance Committee meets quarterly. The next meeting is scheduled for 2025, date and time to be determined.

Victor Rey, Jr., Chair
Transformation, Strategic Planning and Governance