

September 16, 2022

TO: Members of the Board of Directors

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

Legal Counsel

Ottone Leach & Ray LLP

News Media

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

The Regular Meeting of the **BOARD OF DIRECTORS OF THE SALINAS VALLEY MEMORIAL HEALTHCARE SYSTEM** will be held **THURSDAY, SEPTEMBER 22, 2022, AT 4:00 P.M., IN THE DOWNING RESOURCE CENTER, ROOMS A, B & C AT SALINAS VALLEY MEMORIAL HOSPITAL, 450 E. ROMIE LANE, SALINAS, CALIFORNIA, OR BY PHONE OR VIDEO (Visit svmh.com/virtualboardmeeting for Access Information).**

Pursuant to SVMHS Board Resolution No. 2022-12, Assembly Bill 361, and guidance from the Monterey County Health Department in response to concerns regarding COVID-19, Board Members of Salinas Valley Memorial Healthcare System, a local health care district, are permitted to participate in this duly noticed public meeting via teleconference and certain requirements of The Brown Act are suspended.



Pete Delgado
President/Chief Executive Officer

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

**THURSDAY, SEPTEMBER 22, 2022
4:00 P.M. – DOWNING RESOURCE CENTER, ROOMS A, B & C
SALINAS VALLEY MEMORIAL HOSPITAL
450 E. ROMIE LANE, SALINAS, CALIFORNIA
OR VIA TELECONFERENCE**

(Visit svmh.com/virtualboardmeeting for Access Information)

Pursuant to SVMHS Board Resolution No. 2022-12, Assembly Bill 361, and guidance from the Monterey County Health Department in response to concerns regarding COVID-19, Board Members of Salinas Valley Memorial Healthcare System, a local health care district, are permitted to participate in this duly noticed public meeting via teleconference and certain requirements of The Brown Act are suspended.

AGENDA

	<u>Presented By</u>
I. <u>Call to Order/Roll Call</u>	Victor Rey, Jr.
II. <u>Closed Session</u> (See Attached Closed Session Sheet Information)	Victor Rey, Jr.
III. <u>Reconvene Open Session/Closed Session Report</u> (Estimated time 5:00 pm)	Victor Rey, Jr.
IV. <u>Education Program</u> Aspire Health’s Pediatric Wellness Program	Adrienne Laurent
V. <u>Report from the President/Chief Executive Officer</u>	Pete Delgado
VI. <u>Public Input</u> 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.	Victor Rey, Jr.
VII. <u>Board Member Comments</u>	Board Members
VIII. <u>Consent Agenda - General Business</u> (Board Member may pull an item from the Consent Agenda for discussion.) A. Minutes of August 25, 2022 for Regular Meeting of the Board of Directors B. Financial Report C. Statistical Report <ul style="list-style-type: none">▪ Board President Report▪ Questions to Board President/Staff▪ Motion/Second▪ Public Comment▪ Board Discussion/Deliberation▪ Action by Board/Roll Call Vote	Victor Rey, Jr.
IX. <u>Reports on Standing and Special Committees</u>	
A. <u>Quality and Efficient Practices Committee</u> Minutes of the September 19, 2022 Quality and Efficient Practices Committee meeting have been provided to the Board for their review. Additional Report from Committee Chair, if any.	Juan Cabrera

Richard Turner

B. Finance Committee

Minutes of the September 19, 2022 Finance Committee meeting have been provided to the Board for their review. The following recommendations have been made to the Board.

1. Consider Recommendation for Board Approval of Award of Contract for Construction Management Services to Kitchell CEM Incorporated for the Surgery Addition and Seismic Retrofit Project.
 - Committee Chair Report
 - 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 3-year Renewal of Our Firewall Security Solution through CDW Government, a Supplier of SVMHS’s Group Purchasing Organization, and Contract Award.
 - Committee Chair Report
 - 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 Project Budget for Renovations to 559 Abbott Street for Urology Services.
 - Committee Chair Report
 - Questions to Committee Chair/Staff
 - Motion/Second
 - Public Comment
 - Board Discussion/Deliberation
 - Action by Board/Roll Call Vote

C. Personnel, Pension and Investment Committee

Regina M. Gage

Minutes of the September 20, 2022 Personnel, Pension and Investment Committee meeting have been provided to the Board for their review. Additional Report from Committee Chair, if any.

D. Corporate Compliance and Audit Committee Meeting

Regina M. Gage

Minutes of the September 20, 2022 Corporate Compliance and Audit Committee meeting have been provided to the Board for their review. Additional Report from Committee Chair, if any.

X. Report on Behalf of the Medical Executive Committee (MEC) Meeting of September 8, 2022, and Recommendations for Board Approval of the following:

Theodore Kaczmar, MD

- A. Reports
 1. Credentials Committee Report
 2. Interdisciplinary Practice Committee Report

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

XI. Consider Board Resolution No. 2022-13 Proclaiming a Local Emergency, Ratifying the Proclamation of a State of Emergency by Governor’s State of Emergency Declaration March 4, 2020, and Authorizing Remote Teleconference Meetings for the Period October 1, 2022 to October 30, 2022

District Legal
Counsel

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

XII. Extended Closed Session (if necessary)

Victor Rey, Jr.

(See Attached Closed Session Sheet Information)

XIII. Adjournment

The next Regular Meeting of the Board of Directors is scheduled for **Thursday, October 27, 2022, at 4:00 p.m.**

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

Requests for a disability related modification or accommodation, including auxiliary aids or services, in order to attend or participate in a meeting should be made to the Board Clerk during regular business hours at 831-755-0741. Notification received 48 hours before the meeting will enable the District to make reasonable accommodations.

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

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

CLOSED SESSION AGENDA ITEMS

REPORT INVOLVING TRADE SECRET

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

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

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

HEARINGS/REPORTS

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

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

1. Report from Chief Medical Officer
2. Report of the Medical Staff Quality and Safety Committee
3. Report of the Medical Staff Credentials Committee
4. Report of the Medical Staff Interdisciplinary Practice Committee

ADJOURN TO OPEN SESSION

CALL TO ORDER/ROLL CALL

(VICTOR REY, JR.)

CLOSED SESSION

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

(VICTOR REY, JR.)

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

(VICTOR REY, JR.)

ASPIRE HEALTH'S PEDIATRIC
WELLNESS PROGRAM
PRESENTATION

(VERBAL)

(LAURENT)

*REPORT FROM THE PRESIDENT/
CHIEF EXECUTIVE OFFICER*

(VERBAL)

(PETE DELGADO)

PUBLIC INPUT

BOARD MEMBER COMMENTS

(VERBAL)

**MINUTES OF THE AUGUST 2022
REGULAR MEETING OF THE BOARD OF DIRECTORS
SALINAS VALLEY MEMORIAL HEALTHCARE SYSTEM**

**THURSDAY, AUGUST 25, 2022 – 4:00 P.M.
DOWNING RESOURCE CENTER, ROOMS A, B & C
SALINAS VALLEY MEMORIAL HOSPITAL
450 E. ROMIE LANE, SALINAS, CALIFORNIA AND BY TELECONFERENCE**

Approved Pursuant to SVMHS Board Resolution No. 2022-11, Assembly Bill 361, and guidance from the Monterey County Health Department in response to concerns regarding COVID-19, Board Members of Salinas Valley Memorial Healthcare System, a local health care district, are permitted to participate in this duly noticed public meeting via teleconference and certain requirements of The Brown Act are suspended.

Present:

In person: Directors: Juan Cabrera, Joel Hernandez Laguna, Regina Gage, Richard Turner and President Victor Rey, Jr.

Absent:

None

Also Present:

In person: Pete Delgado, President/Chief Executive Officer, Theodore Kaczmar, Jr., MD, Chief of Staff, Matthew Ottone, Esq., District Legal Counsel, and

CALL TO ORDER/ROLL CALL

A quorum was present and the meeting was called to order by President Victor Rey, Jr., at 4:07 p.m.

CLOSED SESSION

President Victor Rey, Jr., announced that the closed session items to be discussed in Closed Session as listed on the posted Agenda are:

1. Report Involving Trade Secret: Trade secrets, strategic planning, proposed new programs and services.
2. Hearings/Reports: Reports from the Medical Staff Quality and Safety Committee, Reports of the Medical Staff Credentials Committee and Interdisciplinary Practice Committee.

The meeting was recessed into Closed Session under the Closed Session Protocol at 4:09 p.m. The Board completed its business of the Closed Session at 4:50 p.m.

RECONVENE OPEN SESSION/REPORT ON CLOSED SESSION

The Board reconvened Open Session at 5:07 p.m.

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

MATSUI NURSERY PRESENTATIONS

The Board of Directors honored Teresa Matsui, President & CEO of Matsui Nursery. A certificate was presented by Jeff Wardwell, Chief Philanthropy Officer of the Foundation, and Kirsten Wisner, Magnet Program Director, acknowledging the long-standing generosity and philanthropy of the incredible Matsui family, owners of Matsui Nursery, a long-time local business. Matsui has often donated orchids and most recently, 250 orchids for each of SVMH's certified nurses. Ms. Wisner stated the Matsui family was truly "Making Lives More Beautiful, One Orchid at a Time," as stated on their website. Ms. Matsui stated they donate to the hospital for the incredible care SVMH has provided for her family and their employees; SVMH is dedicated and committed to keep our community safe and healthy. The presentation to honor Ms. Matsui was attended by a large group of certified nurses and she received a standing ovation.

EDUCATION PROGRAM – OPIOID/PAIN REDUCTION

A Mission Moment video was presented on "*Opioid Epidemic, NARCAN™ Distribution at Farmers' Market.*"

Erica Locke, MD, and Aniko Kukla, Quality Services Manager, provided education on the current opioid crisis in the US, California and SVMHS. The scope of the crisis was reviewed including the following facts: 128 people die each day after overdosing on opioids; a rise in overdose ER visits; hospitals lacking treatment capacity and the most effective therapy is medication-assisted treatment (MAT). In the past hospitals were ill-equipped to assist patients motivated to achieve recovery; only the symptoms were treated. Treating opioid dependency is complex based on disease severity. Treatment must be timely, comprehensive, evidence-based, sustainable and involves multiple community resources.

SVMHS is dedicated treating individuals with opioid disorder using a patient-centered "stigma free" approach to care by identifying/assessing individuals and matching treatment to severity, educating medical and nursing staff, helping physicians become X-waivered (special DEA licensed), educating the public in both English and Spanish, preventing overdose by having Naloxone (NARCAN™) available and distributing it to the public, working with supportive social services, developing relationships with community partners (DOD's, local colleges, law enforcement, etc.), incorporating a Substance Use Navigator (SUN) in a treatment pathway for individuals motivated to recover. Grants have been obtained to assist with this focus.

Discussion: What are the demographics of this patient population? There is a large veteran population, an increase in athletes, rise in young people bored and stressed due to isolation from the pandemic (from honor roll students to those from homes of domestic violence). The program must create an open/honest environment. SVMHS has partnered with local police to educate the public these patients will not 'go to jail.' Is this crisis related to homelessness? Billions of dollars are being spent to tackle the homeless population but it isn't getting better. Opioid use is definitely related to homelessness both in adding to the homeless population and in use by the homeless population.

Dr. Locke, Ms. Kukla and the Opioid Committee were thanked for their dedication to this crisis.

REPORT FROM THE PRESIDENT/CHIEF EXECUTIVE OFFICER

Mr. Delgado announced "*The mission of Salinas Valley Memorial Healthcare System is to provide quality healthcare for our patients and to improve the health and well-being of our community.*"

A summary of key highlights centered on the pillars that are the foundation of the Hospital's vision for the organization, is as follows:

Service:

Lisa Paulo, MSN/MPA, RN, CENP Chief Nursing Officer reported our HCAHP scores continue to be a challenge. However, the Pediatric service line performance is at 80%.

Pediatric Practice Council Co-Chair Pam Yates, RN, and committee member Lisa Sandberg, RN, BSN, CPN, presented the following update on the Pediatric Practice Council:

What We've Done/Professional Development:

- Certification rates grew by 18.3% in 2022 to 42.1%
- BSN or higher rates grew by 14.1% in 2022 to 47.4%
- Pediatric Practice Council identified goal to increase unit certification by 1% for 2023.
 - Lisa Sandberg, BSN, RN, CPN developed ten home study guides

Where We Are/Patient Satisfaction/Patient Safety calendar

- Enhance patient safety and satisfaction by minimizing alarm fatigue

What Is Coming:

- Pediatric Journal Club/Developed educating on safe sleeping practices for parents.
 - *Frey, E. Hamp, N., Orlov, N. (2019). Modeling Safe Infant Sleep in the Hospital. Journal of Pediatric Nursing, 50, 20-24.*
- Bee Mindful Project/A hospital program designed for children with neuro diversity.

Discussion: Director Hernandez Laguna commented the Journal Club is an awesome way to promote education. Director Cabrera was impressed by the Bee Mindful Project as most people don't understand the complexity of autism. Both of these activities will help nurses rise to another level.

Growth:

The Retail Pharmacy is in the final planning stages for opening. Daniel Perez is the pharmacy manager.

Quality:

Salinas Valley Memorial Healthcare System (SVMHS) has achieved a 4-Star rating for patient experience the CMS Hospital Compare. Of the 9 acute care hospitals in the 50-mile radius, SVMHS and CHOMP were the only to achieve 4 stars. Additionally Environmental Services received a 5-star rating for cleanliness.

Finance:

Industry News:

- 13 hospitals cutting services mainly due to staffing shortages
- Kaiser posts a \$1.3B loss in Q2
- 6 hospitals hit with credit downgrades
- Henry Ford Health reports negative operating margin
- Sutter Health posts \$51M operating loss in Q2
- Officials say enough money raised for Watsonville hospital purchase

- Kaufman Hall says hospital margins still in red halfway through 2022

Federal Update:

- Inflation Reduction Act signed into law on August 16th, one of the biggest changes to health legislation in a decade
- American Hospital Association reported on rising complexity of patient medical conditions

State Update:

- Legislative Session closes August 31st. Bill closely watched: 2030 seismic mandate reform and initiative for minimum wage for healthcare workers.

People:

- All staff received a free produce box which also supported Rancho Cielo
- Star Excellence Institute (leadership training) was held which is an investment in our leadership team
- SVMHS hosted active shooter response training for all staff
- Aspire Health has a new CEO, Tyler Munson, with a September 6th start date.

Community:

- Blue Zones Project kick off in King City 8/21/22; Gonzales to kick off 8/28/22
- Ask The Experts: The Lifestyle and Metabolic Program and Bariatric Surgery with Drs. Oppenheim and Bajaj and Michelle Roberts, Program Coordinator; 9/28/22
- Media Highlights: *Summer Health Institute/King City Rustler* (08/20/2022); *Blue Zones Project/King City Rustler* (08/19/2022); *Social Responsibility/Monterey Herald* (08/12/22); *Social Responsibility/MSN & SF Chronical* (08/12/22), *COVID children's vaccine/SF Chronical/* (08/11/22); *NOVA Award/Monterey Herald* (08/04/22); National Photo Access used by MSN, SF Chronicle, Detroit News.

Coming Up:

- Tuesday, 8/30/22: Blood Drive
- Saturday, 9/10/22: American Cancer Society Relay for Life
- Saturday, 9/10/22: Walk with a Doc: Substance Use Disorder with Erica Locke, MD, Badger Hills

PUBLIC INPUT

No public comment received.

BOARD MEMBER COMMENTS

Director Hernandez Laguna is looking forward to the Blue Zones Project kick-off in Gonzales. He watched the Ask The Experts: Taylor Farms Family Health & Wellness Center: Focusing on Prevention and Disease Management in both English and Spanish. The presenter had a great understanding of the community. The SVMHS Annual Picnic deserves a shout out! The AHA Conference he attended was inspiring and had valuable information on what health systems will be facing in the next few years.

Director Cabrera was impressed with the work being done to address substance abuse and it will benefit the community.

Director Rey stated the Medical Staff event was very well done and he enjoyed the clinicians-only Jazz Trio.

Directors Turner and Gage agreed with what was already said and had nothing to add.

CONSENT AGENDA – GENERAL BUSINESS

- A. Minutes of the Regular Meeting of the Board of Directors, July 28, 2022
- B. Financial Report
- C. Statistical Report
- D. Policies
 - 1. Electrocardiogram Nursing Standardized Procedure
 - 2. Fair Market Value
 - 3. Bioterrorism Readiness Plan
 - 4. Bloodborne Pathogen Exposure Control Plan
 - 5. Medical Device Incident Reporting Program
 - 6. Salinas Valley Memorial Healthcare System Parking and Traffic Regulations
 - 7. Employees Exposure & Prevention Plans: Specific Disease Exposures and Work Restrictions
 - 8. Appropriate Use Criteria
 - 9. Scope of Service : Medical Library
 - 10. Legal Health Record
 - 11. Designated Record Set
 - 12. Healthcare Worker Immunizations & Immunity Requirements
 - 13. Tuberculosis (TB) Prevention and Control

No public comment received.

Discussion: Does the Healthcare Worker Immunizations & Immunity Requirements policy include COVID vaccination? No, COVID vaccination is addressed in separate policies.

MOTION: Upon motion by Director Gage, second by Director Cabrera, the Board of Directors approved the Consent Agenda – General Business, *Items (A) through (D)*, as presented.

Ayes: Directors: Cabrera, Gage, Hernandez Laguna, Turner, and President Rey; Noes: None; Abstentions: None; Absent:None ; Motion Carried.

REPORTS ON STANDING AND SPECIAL COMMITTEES

Quality and Efficient Practices Committee

Committee Chair Juan Cabrera reported the minutes from the Quality and Efficient Practices Committee Meeting of August 22, 2022, were provided to the Board.

Finance Committee

Committee Chair Turner reported the minutes from the Finance Committee Meeting of August 22, 2022, were provided to the Board. Background information supporting the proposed recommendations made by the Committee was included in the Board packet. The Committee made the following recommendations:

1. **Consider recommendation for Board of Directors approval of SVMHS CT equipment replacement project, contract award, service agreement and mobile lease**

No public comment received.

MOTION: Upon motion by Director Cabrera, second by Director Gage, the Board of Directors approved the Project Budget for the SVMH CT Equipment Replacement Project, in the budgeted amount of \$3,961,038, Award of Contract to Canon Medical Systems for the CT Equipment System and Service Agreement in the amount of \$1,761,537, and Award of Contract to The Imaging Connection for the CT Mobile Lease in the amount of \$156,500.

Ayes: Directors: Cabrera, Gage, Hernandez Laguna, Turner, and President Rey; Noes: None; Abstentions: None; Absent:None ; Motion Carried.

2. **Consider recommendation for Board of Directors approval of nuclear medicine equipment replacement, contract award, service agreement, and mobile lease**

No public comment received.

MOTION: Upon motion by Director Cabrera, second by Director Gage, the Board of Directors approved the Project Budget for the SVMH Nuclear Medicine Equipment Replacement, in the amount of \$3,269,868, the Contract to GE Healthcare for the Nuclear Medicine Equipment System and Service Agreement in the amount of \$981,150, and Award of Contract to The Imaging Connection for the Nuclear Medicine Mobile Lease in the amount of \$127,500.

Ayes: Directors: Cabrera, Gage, Hernandez Laguna, Turner, and President Rey; Noes: None; Abstentions: None; Absent:None ; Motion Carried.

3. **Consider recommendation for Board of Directors approval of partial project budget for the SVMH bulk oxygen project**

No public comment received.

Discussion: Director Hernandez Laguna emphasized it is time for this important upgrade.

MOTION: Upon motion by Director Gage, second by Director Hernandez Laguna, the Board of Directors approved the Partial Project Budget for the SVMH Bulk Oxygen Project amount of \$500,000.

Ayes: Directors: Cabrera, Gage, Hernandez Laguna, Turner, and President Rey; Noes: None; Abstentions: None; Absent:None ; Motion Carried.

Personnel, Pension and Investment Committee

The minutes from the Personnel, Pension and Investment Committee Meeting of August 23, 2022, were provided to the Board. Background information supporting the proposed recommendations made by the Committee were included in the Board packet. The following recommendations were made by the Committee:

1. **Consider Recommendation for Board of Directors approval of a hospitalist professional services agreement and physician loan agreement for Dr. Uchtmann**

No public comment received.

MOTION: Upon motion by Director Turner, second by Director Hernandez Laguna, the Board of Directors approved the following:

1. The Contract Terms and Conditions of the Hospitalist Professional Services Agreement for Dr. Uchtmann as presented in this Board Paper.
2. The Contract Terms and Conditions of the COVID-19 Physician Loan Agreement for Dr. Uchtmann as presented in this Board Paper.

Ayes: Directors: Cabrera, Gage, Hernandez Laguna, Turner, and President Rey; Noes: None; Abstentions: None; Absent:None ; Motion Carried.

2. **Consider recommendation for Board of Directors approval of findings supporting recruitment, recruitment agreement, and professional services agreement for Dr. John Bonano**

No public comment received.

Discussion: Director Hernandez Laguna was impressed this physician is local and attended Alisal High School. Mr. Delgado stated his mother works for SVMH.

MOTION: Upon motion by Director Cabrera, second by Director Turner, the Board of Directors made the following findings approved the following:

- (i) The Findings Supporting Recruitment of John Bonano, MD,
 - That the recruitment of an orthopedic surgeon to Salinas Valley Medical Clinic 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. Bonano; and
- (iii) The Contract Terms of the Orthopedic Surgery Professional Services Agreement for Dr. Bonano.

Ayes: Directors: Cabrera, Gage, Hernandez Laguna, Turner, and President Rey; Noes: None; Abstentions: None; Absent:None ; Motion Carried.

Community Advocacy Committee

Committee Chair Regina Gage reported the minutes from the Community Advocacy Committee Meeting of August 23, 2022, were provided to the Board. The Committee is recommending the Transformation, Strategic Planning and Governance Committee consider Harald Barkhoff, Ph.D., Dean of the College of Health Sciences and Human Services at California State University Monterey Bay, as a subject matter expert.

**REPORT ON BEHALF OF THE MEDICAL EXECUTIVE COMMITTEE (MEC)
MEETING OF AUGUST 13, 2022, AND RECOMMENDATIONS FOR BOARD
APPROVAL OF THE FOLLOWING:**

Theodore Kaczmar, Jr., MD, Chief of Staff reviewed the Medical Executive Committee (MEC) Meeting of August 13, 2022, reports and Bylaw, Policy and Rules and Regulations revisions.

Recommend Board Accept Reports and Approve Bylaws, Rules & Regulations/Policies, Procedures/Plans as follows:

- A. Reports:
 - 1. Credentials Committee Report
 - 2. Interdisciplinary Practice Committee Report
- B. Bylaws, Rules and Regulations/Policies/Procedures/Plans:
 - 1. Adult Sepsis Policy (*updated with Maternal Sepsis addendum*)
 - 2. Bylaws Revision: Article 5.12 Telemedicine Privileges – allows for proxy credentialing
 - 3. General Rules & Regulations Revision: Telemedicine Credentialing Policy – allows for proxy credentialing process

Dr. Kaczmar, announced five (5) new physicians were approved for initial appointment (Anesthesiology, Tele-Psychiatry, General Surgery, Emergency Medicine, Hospitalist); one (1) physician requested a leave of absence; three (3) physicians resigned (Vascular Surgery, Gastroenterology, Allergy/Immunology); three (3) physicians were approved temporary privileges (Urology-1 and Neurology-2). Advanced practice initial appointments were a physician assistant (PA) for Surgery and a nurse practitioner (NP) for Medicine; one ER PA resigned; two PAs were awarded temporary privileges for Cardiac Surgery. The Nursing Standardized Procedure Electrocardiogram was approved.

No public comment received.

MOTION: Upon motion by Director Cabrera, second by Director Gage, the Board of Directors accept the Credentials Committee and Interdisciplinary Practice Committee reports and approve the Bylaws, Rules and Regulations/Policies/Procedures/Plans as presented.

Ayes: Directors: Cabrera, Gage, Hernandez Laguna, Turner, and President Rey; Noes: None; Abstentions: None; Absent:None ; Motion Carried.

**CONSIDER BOARD RESOLUTION NO. 2022-12 PROCLAIMING A LOCAL
EMERGENCY, RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY
BY GOVERNOR'S STATE OF EMERGENCY DECLARATION MARCH 4, 2020, AND
AUTHORIZING REMOTE TELECONFERENCE MEETINGS FOR THE PERIOD
AUGUST 31, 2022 THROUGH SEPTEMBER 30, 2022.**

Matthew Ottone, Esq., District Legal Counsel, reported the resolution was included in the Board Packet, for the Board's consideration. The resolution is necessary to continue remote attendance by the District Board at Committee meetings and regular Board Meetings with waiver of certain

requirements under The Brown Act. The law has changed allowing remote teleconferencing through 2024. A 30-day resolution is required each month.

No public input received.

MOTION: Upon motion by Director Cabrera, second by Director Gage, the Board of Directors adopted Resolution No. 2022-12 proclaiming a Local Emergency, Ratifying the Proclamation of a State of Emergency by Governor's State of Emergency Declaration on March 4, 2020, and Authorizing Remote Teleconference Meetings for the Period of August 31, 2022 through September 30, 2022, as presented.

Ayes: Directors: Cabrera, Gage, Hernandez Laguna, Turner, and President Rey; Noes: None; Abstentions: None; Absent:None ; Motion Carried.

ADJOURNMENT

The next Regular Meeting of the Board of Directors is scheduled for **Thursday, September 22, 2022 at 4:00 p.m.** There being no further business, the meeting was adjourned at 6:47 p.m.

ATTEST:

Juan Cabrera
Secretary, Board of Directors

/kmh

SALINAS VALLEY MEMORIAL HOSPITAL
SUMMARY INCOME STATEMENT
August 31, 2022

	<u>Month of August,</u>		<u>Two months ended August 31,</u>	
	<u>current year</u>	<u>prior year</u>	<u>current year</u>	<u>prior year</u>
Operating revenue:				
Net patient revenue	\$ 54,037,184	\$ 50,527,025	\$ 98,206,039	\$ 98,046,847
Other operating revenue	876,946	913,420	1,573,099	2,158,504
Total operating revenue	<u>54,914,130</u>	<u>51,440,445</u>	<u>99,779,138</u>	<u>100,205,351</u>
Total operating expenses	48,625,055	42,142,696	91,460,304	82,968,742
Total non-operating income	<u>(4,049,023)</u>	<u>(1,134,115)</u>	<u>(2,654,432)</u>	<u>(3,712,828)</u>
Operating and non-operating income	<u>\$ 2,240,052</u>	<u>\$ 8,163,633</u>	<u>\$ 5,664,402</u>	<u>\$ 13,523,781</u>

SALINAS VALLEY MEMORIAL HOSPITAL
 BALANCE SHEETS
 August 31, 2022

	<u>Current year</u>	<u>Prior year</u>
ASSETS:		
Current assets	\$ 396,181,983	\$ 425,877,230
Assets whose use is limited or restricted by board	150,535,522	145,675,896
Capital assets	237,862,825	242,436,010
Other assets	178,772,188	188,380,129
Deferred pension outflows	<u>95,401,205</u>	<u>50,119,236</u>
	<u>\$ 1,058,753,723</u>	<u>\$ 1,052,488,501</u>
LIABILITIES AND EQUITY:		
Current liabilities	103,058,453	130,468,527
Long term liabilities	14,058,922	14,556,513
	76,126,944	83,585,120
Net assets	<u>865,509,404</u>	<u>823,878,341</u>
	<u>\$ 1,058,753,723</u>	<u>\$ 1,052,488,501</u>

**SALINAS VALLEY MEMORIAL HOSPITAL
SCHEDULES OF NET PATIENT REVENUE
August 31, 2022**

	<u>Month of August,</u>		<u>Two months ended August 31,</u>	
	<u>current year</u>	<u>prior year</u>	<u>current year</u>	<u>prior year</u>
Patient days:				
By payer:				
Medicare	2,030	1,575	3,896	3,142
Medi-Cal	1,036	1,006	2,125	1,964
Commercial insurance	770	738	1,548	1,442
Other patient	109	126	219	273
Total patient days	<u>3,945</u>	<u>3,445</u>	<u>7,788</u>	<u>6,821</u>
Gross revenue:				
Medicare	\$ 107,307,516	\$ 92,022,820	\$ 201,070,959	\$ 181,832,564
Medi-Cal	64,717,339	58,046,182	123,547,651	114,281,809
Commercial insurance	54,731,567	46,776,796	103,825,171	98,894,465
Other patient	8,307,858	8,188,797	16,651,622	17,896,110
Gross revenue	<u>235,064,280</u>	<u>205,034,595</u>	<u>445,095,403</u>	<u>412,904,948</u>
Deductions from revenue:				
Administrative adjustment	445,416	297,324	502,780	494,412
Charity care	922,558	1,798,274	1,718,108	2,677,903
Contractual adjustments:				
Medicare outpatient	32,066,624	28,466,678	61,578,570	56,651,761
Medicare inpatient	46,992,416	35,954,117	90,293,094	73,118,138
Medi-Cal traditional outpatient	3,530,319	2,613,718	6,728,151	4,908,906
Medi-Cal traditional inpatient	3,890,601	6,995,705	8,987,520	11,803,120
Medi-Cal managed care outpatient	25,051,448	22,747,993	48,183,509	46,122,124
Medi-Cal managed care inpatient	23,830,410	19,944,312	45,486,678	41,928,697
Commercial insurance outpatient	18,777,864	15,112,176	35,119,730	32,785,474
Commercial insurance inpatient	20,752,986	16,735,540	38,444,130	34,635,416
Uncollectible accounts expense	4,175,568	3,670,707	7,900,767	7,769,507
Other payors	590,886	171,026	1,946,327	1,962,643
Deductions from revenue	<u>181,027,096</u>	<u>154,507,570</u>	<u>346,889,364</u>	<u>314,858,101</u>
Net patient revenue	<u>\$ 54,037,184</u>	<u>\$ 50,527,025</u>	<u>\$ 98,206,039</u>	<u>\$ 98,046,847</u>
Gross billed charges by patient type:				
Inpatient	\$ 124,806,208	\$ 107,404,639	\$ 236,050,463	\$ 216,472,072
Outpatient	82,086,994	70,186,240	153,682,338	141,297,959
Emergency room	28,171,080	27,443,716	55,362,602	55,134,917
Total	<u>\$ 235,064,282</u>	<u>\$ 205,034,595</u>	<u>\$ 445,095,403</u>	<u>\$ 412,904,948</u>

**SALINAS VALLEY MEMORIAL HOSPITAL
STATEMENTS OF REVENUE AND EXPENSES
August 31, 2022**

	Month of August,		Two months ended August 31,	
	current year	prior year	current year	prior year
Operating revenue:				
Net patient revenue	\$ 54,037,184	\$ 50,527,025	\$ 98,206,039	\$ 98,046,847
Other operating revenue	876,946	913,420	1,573,099	2,158,504
Total operating revenue	<u>54,914,130</u>	<u>51,440,445</u>	<u>99,779,138</u>	<u>100,205,351</u>
Operating expenses:				
Salaries and wages	19,579,449	15,800,754	35,638,600	31,260,761
Compensated absences	2,826,365	2,550,349	5,439,480	5,086,925
Employee benefits	7,587,087	7,652,176	14,805,225	15,296,605
Supplies, food, and linen	6,863,466	6,434,802	12,972,922	12,004,398
Purchased department functions	3,641,021	2,899,532	7,215,400	6,261,761
Medical fees	2,001,209	2,195,012	3,370,302	4,054,631
Other fees	2,284,660	1,136,907	4,639,728	2,348,840
Depreciation	2,139,860	1,759,187	4,031,730	3,568,103
All other expense	1,701,938	1,713,977	3,346,917	3,086,718
Total operating expenses	<u>48,625,055</u>	<u>42,142,696</u>	<u>91,460,304</u>	<u>82,968,742</u>
Income from operations	<u>6,289,075</u>	<u>9,297,749</u>	<u>8,318,834</u>	<u>17,236,609</u>
Non-operating income:				
Donations	170,325	166,667	2,131,824	333,333
Property taxes	333,333	333,333	666,667	666,667
Investment income	(2,319,356)	(187,030)	(240,526)	352,291
Taxes and licenses	0	0	0	0
Income from subsidiaries	(2,233,325)	(1,447,085)	(5,212,397)	(5,065,119)
Total non-operating income	<u>(4,049,023)</u>	<u>(1,134,115)</u>	<u>(2,654,432)</u>	<u>(3,712,828)</u>
Operating and non-operating income	2,240,052	8,163,633	5,664,402	13,523,781
Net assets to begin	<u>863,269,351</u>	<u>815,714,708</u>	<u>859,845,002</u>	<u>810,354,560</u>
Net assets to end	<u>\$ 865,509,404</u>	<u>\$ 823,878,341</u>	<u>\$ 865,509,404</u>	<u>\$ 823,878,341</u>
Net income excluding non-recurring items	\$ 2,240,052	\$ 8,163,633	\$ 5,664,402	\$ 13,523,781
Non-recurring income (expense) from cost report settlements and re-openings and other non-recurring items	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Operating and non-operating income	<u>\$ 2,240,052</u>	<u>\$ 8,163,633</u>	<u>\$ 5,664,402</u>	<u>\$ 13,523,781</u>

**SALINAS VALLEY MEMORIAL HOSPITAL
SCHEDULES OF INVESTMENT INCOME
August 31, 2022**

	Month of August,		Two months ended August 31,	
	current year	prior year	current year	prior year
Detail of other operating income:				
Dietary revenue	\$ 117,173	\$ 131,757	\$ 261,932	\$ 268,075
Discounts and scrap sale	267,808	272,517	273,675	272,477
Sale of products and services	68,008	12,740	79,570	65,686
Clinical trial fees	0	0	0	6,976
Stimulus Funds	0	0	0	0
Rental income	174,735	161,292	349,851	320,613
Other	249,222	335,114	608,071	1,224,677
	<u>\$ 876,946</u>	<u>\$ 913,420</u>	<u>\$ 1,573,099</u>	<u>\$ 2,158,504</u>
Detail of investment income:				
Bank and payor interest	\$ 143,730	\$ 140,754	\$ 517,820	\$ 204,942
Income from investments	(2,463,086)	(380,958)	(758,346)	82,621
Gain or loss on property and equipment	0	53,174	0	64,728
	<u>\$ (2,319,356)</u>	<u>\$ (187,030)</u>	<u>\$ (240,526)</u>	<u>\$ 352,291</u>
Detail of income from subsidiaries:				
Salinas Valley Medical Center:				
Pulmonary Medicine Center	\$ (200,808)	\$ (239,146)	\$ (407,414)	\$ (397,808)
Neurological Clinic	(29,459)	(76,078)	(76,576)	(93,722)
Palliative Care Clinic	(55,680)	(35,498)	(132,254)	(146,532)
Surgery Clinic	(197,637)	(78,639)	(290,416)	(197,450)
Infectious Disease Clinic	(28,792)	(8,217)	(54,844)	(41,926)
Endocrinology Clinic	(229,051)	(103,658)	(360,338)	(214,864)
Early Discharge Clinic	0	0	0	0
Cardiology Clinic	(273,445)	(550,839)	(750,274)	(776,610)
OB/GYN Clinic	(336,004)	(374,547)	(612,418)	(704,568)
PrimeCare Medical Group	(353,702)	1,384,254	(888,298)	(699,410)
Oncology Clinic	(327,564)	(524,635)	(503,258)	(768,194)
Cardiac Surgery	(203,668)	(184,501)	(437,700)	(335,858)
Sleep Center	(44,249)	(14,434)	(83,084)	(56,524)
Rheumatology	(63,242)	(32,339)	(116,222)	(87,790)
Precision Ortho MDs	(218,034)	(430,217)	(444,216)	(529,016)
Precision Ortho-MRI	0	0	0	0
Precision Ortho-PT	(192,000)	(26,885)	(224,994)	(71,122)
Vaccine Clinic	124	0	(224)	0
Dermatology	(121,216)	(25,592)	(125,298)	(46,502)
Hospitalists	0	0	0	0
Behavioral Health	690,215	(50,214)	644,118	(125,722)
Pediatric Diabetes	(43,679)	(40,297)	(89,534)	(82,760)
Neurosurgery	(27,346)	(3,452)	(58,246)	(30,468)
Multi-Specialty-RR	4,947	(7,094)	10,746	3,620
Radiology	(206,339)	(275,168)	(319,116)	(550,628)
Salinas Family Practice	(62,793)	(173,270)	(173,704)	(212,232)
Urology	(190,607)	0	(221,628)	0
Total SVMC	(2,710,029)	(1,870,466)	(5,715,192)	(6,166,086)
Doctors on Duty	310,470	(603,234)	225,107	(196,087)
Vantage Surgery Center	0	22,233	0	45,452
LPCH NICU JV	0	0	0	0
Central Coast Health Connect	0	0	0	0
Monterey Peninsula Surgery Center	84,895	958,377	189,519	1,129,204
Aspire/CHI/Coastal	0	(23,860)	(63,635)	(46,429)
Apex	34,985	14,052	34,985	31,941
21st Century Oncology	23,876	36,940	47,753	71,617
Monterey Bay Endoscopy Center	22,479	18,873	69,066	65,269
	<u>\$ (2,233,325)</u>	<u>\$ (1,447,085)</u>	<u>\$ (5,212,397)</u>	<u>\$ (5,065,119)</u>

**SALINAS VALLEY MEMORIAL HOSPITAL
BALANCE SHEETS
August 31, 2022**

	Current year	Prior year
A S S E T S		
Current assets:		
Cash and cash equivalents	\$ 283,829,946	\$ 334,059,094
Patient accounts receivable, net of estimated uncollectibles of \$31,429,821	84,274,211	74,253,666
Supplies inventory at cost	7,577,979	8,200,689
Other current assets	20,499,847	9,363,781
Total current assets	396,181,983	425,877,230
Assets whose use is limited or restricted by board	150,535,522	145,675,896
Capital assets:		
Land and construction in process	38,411,355	34,572,681
Other capital assets, net of depreciation	199,451,470	207,863,329
Total capital assets	237,862,825	242,436,010
Other assets:		
Investment in Securities	144,284,830	144,640,143
Investment in SVMC	8,215,812	17,069,254
Investment in Aspire/CHI/Coastal	1,615,050	3,570,360
Investment in other affiliates	23,317,446	21,290,963
Net pension asset	1,339,050	1,809,409
Total other assets	178,772,188	188,380,129
Deferred pension outflows	95,401,205	50,119,236
	\$ 1,058,753,723	\$ 1,052,488,501
LIABILITIES AND NET ASSETS		
Current liabilities:		
Accounts payable and accrued expenses	\$ 60,432,827	\$ 54,249,539
Due to third party payers	24,708,173	58,993,558
Current portion of self-insurance liability	17,917,453	17,225,431
Total current liabilities	103,058,453	130,468,527
Long term portion of workers comp liability	14,058,922	14,556,513
Total liabilities	117,117,375	145,025,040
Pension liability	76,126,944	83,585,120
Net assets:		
Invested in capital assets, net of related debt	237,862,825	242,436,010
Unrestricted	627,646,579	581,442,331
Total net assets	865,509,404	823,878,341
	\$ 1,058,753,723	\$ 1,052,488,501

SALINAS VALLEY MEMORIAL HOSPITAL
STATEMENTS OF REVENUE AND EXPENSES - BUDGET VS. ACTUAL
August 31, 2022

	Month of August,				Two months ended August 31,			
	Actual	Budget	Variance	% Var	Actual	Budget	Variance	% Var
Operating revenue:								
Gross billed charges	\$ 235,064,280	\$ 209,636,473	25,427,807	12.13%	\$ 445,095,403	\$ 419,272,946	25,822,457	6.16%
Deductions from revenue	181,027,096	161,426,664	19,600,432	12.14%	346,889,364	322,641,544	24,247,820	7.52%
Net patient revenue	54,037,184	48,209,809	5,827,375	12.09%	98,206,039	96,631,402	1,574,637	1.63%
Other operating revenue	876,946	1,374,687	(497,741)	-36.21%	1,573,099	2,749,373	(1,176,274)	-42.78%
Total operating revenue	54,914,130	49,584,495	5,329,635	10.75%	99,779,138	99,380,776	398,362	0.40%
Operating expenses:								
Salaries and wages	19,579,449	16,495,676	3,083,773	18.69%	35,638,600	32,514,772	3,123,828	9.61%
Compensated absences	2,826,365	2,940,478	(114,113)	-3.88%	5,439,480	6,202,027	(762,547)	-12.30%
Employee benefits	7,587,087	7,478,099	108,988	1.46%	14,805,225	15,025,138	(219,913)	-1.46%
Supplies, food, and linen	6,863,466	6,417,896	445,570	6.94%	12,972,922	12,835,792	137,130	1.07%
Purchased department functions	3,641,021	3,491,015	150,006	4.30%	7,215,400	6,982,030	233,370	3.34%
Medical fees	2,001,209	2,026,754	(25,545)	-1.26%	3,370,302	4,053,509	(683,207)	-16.85%
Other fees	2,284,660	2,063,060	221,600	10.74%	4,639,728	4,419,568	220,160	4.98%
Depreciation	2,139,860	1,901,377	238,483	12.54%	4,031,730	3,807,660	224,070	5.88%
All other expense	1,701,938	1,767,161	(65,223)	-3.69%	3,346,917	3,534,322	(187,405)	-5.30%
Total operating expenses	48,625,055	44,581,516	4,043,539	9.07%	91,460,304	89,374,816	2,085,488	2.33%
Income from operations	6,289,075	5,002,980	1,286,095	25.71%	8,318,834	10,005,959	(1,687,125)	-16.86%
Non-operating income:								
Donations	170,325	166,667	3,658	2.19%	2,131,824	333,333	1,798,491	539.55%
Property taxes	333,333	333,333	(0)	0.00%	666,667	666,667	0	0.00%
Investment income	(2,319,356)	129,915	(2,449,271)	-1885.28%	(240,526)	259,831	(500,357)	-192.57%
Income from subsidiaries	(2,233,325)	(3,326,891)	1,093,566	-32.87%	(5,212,397)	(6,652,432)	1,440,035	-21.65%
Total non-operating income	(4,049,023)	(2,696,975)	(1,352,047)	50.13%	(2,654,432)	(5,392,601)	2,738,169	-50.78%
Operating and non-operating income	\$ 2,240,052	\$ 2,306,004	(65,952)	-2.86%	\$ 5,664,402	\$ 4,613,359	1,051,043	22.78%

SALINAS VALLEY MEMORIAL HOSPITAL
PATIENT STATISTICAL REPORT
For the month of Aug and two months to date

	<u>Month of Aug</u>		<u>Two months to date</u>		<u>Variance</u>
	<u>2021</u>	<u>2022</u>	<u>2020-21</u>	<u>2021-22</u>	
<u>NEWBORN STATISTICS</u>					
Medi-Cal Admissions	43	39	91	74	(17)
Other Admissions	94	90	187	182	(5)
Total Admissions	137	129	278	256	(22)
Medi-Cal Patient Days	64	60	138	118	(20)
Other Patient Days	145	139	321	81	(240)
Total Patient Days of Care	209	199	459	199	(260)
Average Daily Census	6.7	6.4	14.8	6.4	(8.4)
Medi-Cal Average Days	1.5	1.7	1.5	1.6	0.1
Other Average Days	1.4	1.4	1.7	0.4	(1.3)
Total Average Days Stay	1.5	1.5	1.6	0.8	(0.9)
<u>ADULTS & PEDIATRICS</u>					
Medicare Admissions	329	407	630	801	171
Medi-Cal Admissions	291	291	503	533	30
Other Admissions	394	335	599	638	39
Total Admissions	1,014	1,033	1,732	1,972	240
Medicare Patient Days	1,338	1,636	2,665	3,250	585
Medi-Cal Patient Days	1,051	1,097	2,056	2,218	162
Other Patient Days	971	1,584	1,935	(1,151)	(3,086)
Total Patient Days of Care	3,360	4,317	6,656	4,317	(2,339)
Average Daily Census	108.4	139.3	214.7	139.3	(75.5)
Medicare Average Length of Stay	4.2	4.0	4.1	4.0	(0.0)
Medi-Cal Average Length of Stay	3.7	3.3	3.2	3.5	0.3
Other Average Length of Stay	2.4	3.8	2.5	-1.4	(4.0)
Total Average Length of Stay	3.3	3.7	3.2	1.9	(1.3)
Deaths	31	21	51	42	(9)
Total Patient Days	3,569	4,516	7,115	4,516	(2,599)
Medi-Cal Administrative Days	44	9	46	23	(23)
Medicare SNF Days	0	0	0	0	0
Over-Utilization Days	0	0	0	0	0
Total Non-Acute Days	44	9	46	23	(23)
Percent Non-Acute	1.23%	0.20%	0.65%	0.51%	-0.14%

SALINAS VALLEY MEMORIAL HOSPITAL
PATIENT STATISTICAL REPORT
For the month of Aug and two months to date

	<u>Month of Aug</u>		<u>Two months to date</u>		<u>Variance</u>
	<u>2021</u>	<u>2022</u>	<u>2020-21</u>	<u>2021-22</u>	
<u>PATIENT DAYS BY LOCATION</u>					
Level I	254	463	478	463	(15)
Heart Center	305	431	638	431	(207)
Monitored Beds	813	642	1,632	642	(990)
Single Room Maternity/Obstetrics	337	347	702	347	(355)
Med/Surg - Cardiovascular	604	990	1,315	990	(325)
Med/Surg - Oncology	277	226	557	226	(331)
Med/Surg - Rehab	430	633	835	633	(202)
Pediatrics	110	153	207	153	(54)
Nursery	209	199	459	199	(260)
Neonatal Intensive Care	77	0	159	0	(159)
<u>PERCENTAGE OF OCCUPANCY</u>					
Level I	63.03%	114.89%	59.31%	114.89%	
Heart Center	65.59%	92.69%	68.60%	92.69%	
Monitored Beds	97.13%	76.70%	97.49%	76.70%	
Single Room Maternity/Obstetrics	29.38%	30.25%	30.60%	30.25%	
Med/Surg - Cardiovascular	43.30%	70.97%	47.13%	70.97%	
Med/Surg - Oncology	68.73%	56.08%	69.11%	56.08%	
Med/Surg - Rehab	53.35%	78.54%	51.80%	78.54%	
Med/Surg - Observation Care Unit	0.00%	81.97%	0.00%	81.97%	
Pediatrics	19.71%	27.42%	18.55%	27.42%	
Nursery	40.86%	38.91%	22.43%	19.45%	
Neonatal Intensive Care	22.58%	0.00%	23.31%	0.00%	

SALINAS VALLEY MEMORIAL HOSPITAL
PATIENT STATISTICAL REPORT
For the month of Aug and two months to date

	<u>Month of Aug</u>		<u>Two months to date</u>		<u>Variance</u>
	<u>2021</u>	<u>2022</u>	<u>2020-21</u>	<u>2021-22</u>	
<u>DELIVERY ROOM</u>					
Total deliveries	141	135	274	254	(20)
C-Section deliveries	47	34	85	71	(14)
Percent of C-section deliveries	33.33%	25.19%	31.02%	27.95%	-3.07%
<u>OPERATING ROOM</u>					
In-Patient Operating Minutes	21,010	19,891	44,428	37,292	(7,136)
Out-Patient Operating Minutes	24,231	27,185	49,948	49,024	(924)
Total	45,241	47,076	94,376	86,316	(8,060)
Open Heart Surgeries	13	15	27	22	(5)
In-Patient Cases	148	139	298	277	(21)
Out-Patient Cases	246	286	499	523	24
<u>EMERGENCY ROOM</u>					
Immediate Life Saving	51	23	90	60	(30)
High Risk	417	563	882	1,060	178
More Than One Resource	2,649	3,002	5,272	5,872	600
One Resource	1,885	2,023	3,365	3,924	559
No Resources	146	112	228	182	(46)
Total	<u>5,148</u>	<u>5,723</u>	<u>9,837</u>	<u>11,098</u>	<u>1,261</u>

SALINAS VALLEY MEMORIAL HOSPITAL
PATIENT STATISTICAL REPORT
For the month of Aug and two months to date

	<u>Month of Aug</u>		<u>Two months to date</u>		<u>Variance</u>
	<u>2021</u>	<u>2022</u>	<u>2020-21</u>	<u>2021-22</u>	
CENTRAL SUPPLY					
In-patient requisitions	16,315	15,295	102,118	105,727	3,609
Out-patient requisitions	6,250	6,730	67,967	63,426	-4,541
Emergency room requisitions	1,375	698	11,273	8,349	-2,924
Interdepartmental requisitions	7,849	7,115	49,644	44,398	-5,246
Total requisitions	<u>31,789</u>	<u>29,838</u>	<u>231,002</u>	<u>221,900</u>	<u>-9,102</u>
LABORATORY					
In-patient procedures	42,107	38,721	253,735	241,589	-12,146
Out-patient procedures	9,286	11,597	76,062	80,263	4,201
Emergency room procedures	9,433	11,145	60,934	76,430	15,496
Total patient procedures	<u>60,826</u>	<u>61,463</u>	<u>390,731</u>	<u>398,282</u>	<u>7,551</u>
BLOOD BANK					
Units processed	<u>318</u>	<u>297</u>	<u>1,996</u>	<u>1,965</u>	<u>-31</u>
ELECTROCARDIOLOGY					
In-patient procedures	1,041	1,068	6,566	6,885	319
Out-patient procedures	349	302	2,706	2,668	-38
Emergency room procedures	1,045	1,148	6,142	7,127	985
Total procedures	<u>2,435</u>	<u>2,518</u>	<u>15,414</u>	<u>16,680</u>	<u>1,266</u>
CATH LAB					
In-patient procedures	64	77	512	607	95
Out-patient procedures	51	71	571	625	54
Emergency room procedures	0	0	1	0	-1
Total procedures	<u>115</u>	<u>148</u>	<u>1,084</u>	<u>1,232</u>	<u>148</u>
ECHO-CARDIOLOGY					
In-patient studies	298	371	2,033	2,406	373
Out-patient studies	138	156	1,262	1,520	258
Emergency room studies	2	1	16	5	-11
Total studies	<u>438</u>	<u>528</u>	<u>3,311</u>	<u>3,931</u>	<u>620</u>
NEURODIAGNOSTIC					
In-patient procedures	140	165	1,109	1,090	-19
Out-patient procedures	24	27	169	164	-5
Emergency room procedures	0	0	0	0	0
Total procedures	<u>164</u>	<u>192</u>	<u>1,278</u>	<u>1,254</u>	<u>-24</u>

SALINAS VALLEY MEMORIAL HOSPITAL
PATIENT STATISTICAL REPORT
For the month of Aug and two months to date

	<u>Month of Aug</u>		<u>Two months to date</u>		<u>Variance</u>
	<u>2021</u>	<u>2022</u>	<u>2020-21</u>	<u>2021-22</u>	
SLEEP CENTER					
In-patient procedures	0	0	1	0	-1
Out-patient procedures	183	167	1,315	1,153	-162
Emergency room procedures	0	0	0	0	0
Total procedures	<u>183</u>	<u>167</u>	<u>1,316</u>	<u>1,153</u>	<u>-163</u>
RADIOLOGY					
In-patient procedures	1,654	1,429	9,708	8,710	-998
Out-patient procedures	416	356	4,323	2,915	-1,408
Emergency room procedures	1,217	1,382	7,939	8,809	870
Total patient procedures	<u>3,287</u>	<u>3,167</u>	<u>21,970</u>	<u>20,434</u>	<u>-1,536</u>
MAGNETIC RESONANCE IMAGING					
In-patient procedures	105	141	860	890	30
Out-patient procedures	127	77	953	768	-185
Emergency room procedures	14	6	80	49	-31
Total procedures	<u>246</u>	<u>224</u>	<u>1,893</u>	<u>1,707</u>	<u>-186</u>
MAMMOGRAPHY CENTER					
In-patient procedures	2,718	3,550	20,910	24,711	3,801
Out-patient procedures	2,696	3,518	20,790	24,527	3,737
Emergency room procedures	3	0	3	8	5
Total procedures	<u>5,417</u>	<u>7,068</u>	<u>41,703</u>	<u>49,246</u>	<u>7,543</u>
NUCLEAR MEDICINE					
In-patient procedures	12	14	86	94	8
Out-patient procedures	61	78	506	541	35
Emergency room procedures	1	0	4	4	0
Total procedures	<u>74</u>	<u>92</u>	<u>596</u>	<u>639</u>	<u>43</u>
PHARMACY					
In-patient prescriptions	111,491	94,299	636,356	605,331	-31,025
Out-patient prescriptions	10,439	11,319	99,978	104,283	4,305
Emergency room prescriptions	5,342	7,197	36,983	48,996	12,013
Total prescriptions	<u>127,272</u>	<u>112,815</u>	<u>773,317</u>	<u>758,610</u>	<u>-14,707</u>
RESPIRATORY THERAPY					
In-patient treatments	29,606	21,738	156,457	131,478	-24,979
Out-patient treatments	143	981	3,391	7,896	4,505
Emergency room treatments	373	194	1,179	1,583	404
Total patient treatments	<u>30,122</u>	<u>22,913</u>	<u>161,027</u>	<u>140,957</u>	<u>-20,070</u>
PHYSICAL THERAPY					
In-patient treatments	2,256	2,396	16,109	16,284	175
Out-patient treatments	99	170	1,751	2,108	357
Emergency room treatments	0	0	0	0	0
Total treatments	<u>2,355</u>	<u>2,566</u>	<u>17,860</u>	<u>18,392</u>	<u>532</u>

SALINAS VALLEY MEMORIAL HOSPITAL
PATIENT STATISTICAL REPORT
For the month of Aug and two months to date

	<u>Month of Aug</u>		<u>Two months to date</u>		<u>Variance</u>
	<u>2021</u>	<u>2022</u>	<u>2020-21</u>	<u>2021-22</u>	
OCCUPATIONAL THERAPY					
In-patient procedures	1,445	1,660	9,403	10,682	1,279
Out-patient procedures	74	99	797	1,086	289
Emergency room procedures	0	0	0	0	0
Total procedures	<u>1,519</u>	<u>1,759</u>	<u>10,200</u>	<u>11,768</u>	<u>1,568</u>
SPEECH THERAPY					
In-patient treatments	348	525	2,682	3,077	395
Out-patient treatments	23	28	171	200	29
Emergency room treatments	0	0	0	0	0
Total treatments	<u>371</u>	<u>553</u>	<u>2,853</u>	<u>3,277</u>	<u>424</u>
CARDIAC REHABILITATION					
In-patient treatments	0	0	0	0	0
Out-patient treatments	498	401	2,637	4,268	1,631
Emergency room treatments	0	0	1	0	-1
Total treatments	<u>498</u>	<u>401</u>	<u>2,638</u>	<u>4,268</u>	<u>1,630</u>
CRITICAL DECISION UNIT					
Observation hours	<u>378</u>	<u>344</u>	<u>1,866</u>	<u>2,252</u>	<u>386</u>
ENDOSCOPY					
In-patient procedures	85	78	626	636	10
Out-patient procedures	12	29	159	223	64
Emergency room procedures	0	0	0	0	0
Total procedures	<u>97</u>	<u>107</u>	<u>785</u>	<u>859</u>	<u>74</u>
C.T. SCAN					
In-patient procedures	537	596	3,803	4,027	224
Out-patient procedures	445	281	3,598	2,517	-1,081
Emergency room procedures	433	552	3,208	4,164	956
Total procedures	<u>1,415</u>	<u>1,429</u>	<u>10,609</u>	<u>10,708</u>	<u>99</u>
DIETARY					
Routine patient diets	17,554	21,351	113,154	130,102	16,948
Meals to personnel	19,345	21,421	144,216	152,161	7,945
Total diets and meals	<u>36,899</u>	<u>42,772</u>	<u>257,370</u>	<u>282,263</u>	<u>24,893</u>
LAUNDRY AND LINEN					
Total pounds laundered	<u>99,573</u>	<u>100,531</u>	<u>710,088</u>	<u>689,921</u>	<u>-20,167</u>

*QUALITY AND EFFICIENT
PRACTICES COMMITTEE*

*Minutes of the September 19, 2022
Quality and Efficient Practices Committee
will be distributed at the Board Meeting*

(JUAN CABRERA)

FINANCE COMMITTEE

*Minutes from the September 19, 2022 meeting
of the Finance Committee will be distributed
at the Board Meeting*

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

(RICHARD TURNER)

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

Board Paper: Finance Committee

Agenda Item: Consider Recommendation for Board Approval of Award of Contract for Construction Management Services to Kitchell CEM Incorporated for the Surgery Addition and Seismic Retrofit Project

Executive Sponsor: Clement Miller, Chief Operating Officer
Earl Strotman, Facilities Management
Dave Sullivan, Facilities Management

Date: August 12, 2022

Executive Summary

SVMHS is pursuing a Master Plan that accomplishes compliance with seismic safety regulations, leverages existing hospital campus building and parking infrastructure and optimizes the hospital's size. Current planning contemplates parking infrastructure expansion, a hospital expansion and retrofitting and optimizing the existing buildings on the hospital campus through seismically retrofitting the structure. The first element of the master plan is the parking garage expansion has been contracted and construction commenced. Completion of the parking garage expansion project will facilitate and enable the design and construction teams to complete all other planned improvements to the main hospital site.

SVMHS is retaining a construction management firm with expertise in delivering design-build project hospital expansion and seismic retrofitting projects. The Construction Manager will represent SVMHS' interests on the Project and will work collaboratively with other entities working on the Project, including HOK (SVMHS' architectural firm), Bogard Construction (SVMHS' on-call Project Manager/Owner's Representative for other ancillary projects and programs) and the Design-Builder retained by SVMHS for the design and construction of the Project. The construction management firm will be solely responsible for the surgery expansion, make ready projects in conjunction with the surgery expansion and seismic project, exclusive from any other elements of the Master Plan.

Background/Situation/Rationale

The surgical expansion is a two-story building that has 8,680 square feet of mechanical and electrical support and general storage at the ground level. The second floor is 40,450 square feet and includes 8 operating rooms (3 general, 2 cardiovascular, 2 orthopedic, and 1 hybrid operating rooms); 12 post-anesthesia care unit bays; 22 pre-post bays; complete sterile processing department; surgical support; ambulatory entry to support same-day surgery and imaging functions. The building includes a new ambulatory entry drop-off/canopy and a new hospital entry canopy. Offsite improvements to civil infrastructure should be anticipated as required by the City of Salinas. The roof level will include air handling units, a mechanical penthouse, a cooling tower, and mechanical screens to shield the mechanical equipment from patient room and public views. Expansion will require upgrades to the existing source equipment located in the energy yard and energy plant. It is the goal of the facility to leverage the existing utility tunnel and minimize the requirements to upgrade or replace existing energy yard or energy plant infrastructure.

Ancillary improvements necessary to implement the Project will include demolition of Administrative Office Building ("AOB"). The demolition of AOB and make ready work includes grading at the new fire truck access north of building 2 for updated vehicular access, significant shoring systems required to maintain access points to the existing hospital egress systems during construction, major wet and dry utility relocations, and NPC-5 underground tanks at the south of the new expansion. Decanting of the building occupants will be managed by the Parking Garage Annex construction management team. The infrastructure modernization of existing building systems will include electrical service upgrade, source equipment upgrades/replacements, medical gas system / zone valves, and decommissioning of existing surgery and sterile processing department as base scope for HCAI compliance. This involves assisting Bogard Construction in re-establishing the Utility Tunnel permit closed without HCAI compliance due to project inactivity, engage a new design team for permitting with HCAI, and completing the CBC-required and CAL-OSHA confined space elements to utilize the utility tunnel to purvey utilities to the hospital addition. Interface with PG&E, Cal Water, County Health, MBARD and Monterey One Water will be required to support additional source required loads.

Seismic retrofit of existing buildings for compliance with SPC-4D (Seismic Performance Category) includes external strengthening around the main tower, external buttress structure and connections to roof structure around building 2, selective wall reinforcements around main tower (shear walls), pediatric addition reinforcement (3rd floor exterior shear walls and roof connection), rehab addition reinforcement (4th floor exterior shear wall and roof connection), UPS (Uninterruptible Power Supply) building strengthening, elevator tower addition mitigation, miscellaneous localized interventions including increasing building seismic separation, and NPC (Non-Structural Performance Category) resolution. Bogard Construction and John A Martin have completed all required SPC-4D application requirements to-date, including the Material Testing Program Results Submittal to HCAI's Seismic Compliance Unit for both SPC-2 Buildings 1 and 2. Current planning has John A Martin being assigned as the structural engineer of record to the successful design-builder to complete the construction documents as part of the design-build team. NPC-3 resolution involves evaluation and bracing of critical care areas not currently NPC-3 compliant, which includes ICU/CCU, Radiology, Clinical Lab, Delivery Rooms, and Cath Labs. Current planning contemplates NPC-4D compliance for areas permitted to be deferred in the Article 11 of the California Building Code 2019. The nonstructural performance evaluation will require the design-build team examine the respective critical nonstructural systems and elements for the planned NPC as specified in Table 11.1, "Nonstructural Performance Categories." NPC-5 compliance will require planning, design and installation of multiple emergency water supply underground tanks, liquid waste and sewage storage underground tanks and evaluation of the existing emergency electrical power capacity to supply 72 hours of back up emergency power. Multiple locations for underground tanks will be required due to various points of connection to utility purveyors on campus.

Current planning has the major design and construction elements being delivered utilizing the design-build contracting method pursuant to California Public Contract Code section 22160. The Project Team will include SVMHS Facilities Management, Construction Manager, Bogard Construction (SVMHS' on-call Project Manager/Owner's Representative for other ancillary projects and programs) and the Design-Builder and its design consultants and subcontractors, as well the potential use of Separate Consultants and Separate Contractors.

Pillar/Goal Alignment:

- Service People Quality Finance Growth Community

Financial Implications

The essential terms of the proposed Contract are as follows:

Key Contract Terms	Kitchell CEM Incorporated
1. Proposed effective date	Issuance of Notice to Proceed anticipated on September 2022
2. Term of agreement	60 Months
3. Renewal terms	Not Applicable
4. Termination provision(s)	Provided in Section 11 of the Agreement
5. Cost	Total all-inclusive sum not to exceed \$11,823,639. Compensation will be paid on the actual cost of the Services performed by Construction Manager per the billable rates set forth in Exhibit 4 plus reimbursable expenses per the terms and conditions included in Exhibit 4. All-inclusive sum includes an estimated allocation of reimbursable expenses of \$12,000.
6. Budgeted (indicate y/n)	Yes, projected capital has allocated \$277,000,000 for anticipated costs in conjunction with master planning.

Schedule:

Preconstruction Activities

- September 2022 - Anticipated Notice to Proceed to Construction Manager
- October 2022 – Issue RFQ for Design-Builder
- January 2023 – Issue RFP for Design-Builder
- March 2023 – Recommend Award of Design-Builder Contract

Surgery Addition

- April 2023 – Commence Design/Permitting Documents
- June 2023 – Anticipated CEQA Approvals
- December 2024 – Commence Construction
- June 2027 – Substantial Completion
- June 2027 through February 2028 - Occupancy (Activation/Licensing/Move/Closeout/Securing Vacated Areas)

Schedule (continued):

***Seismic**

June 2023 – Commence Design/Permitting Documents

March 2024 to December 2026 – Construction Completion

** Seismic scope of work is exempt from the CEQA review process*

Budget:

A project cost estimate has been completed by SVMHS and reviewed with the Board in December 2021. As currently programmed, the master plan project cost estimate of \$277,000,000. Current project cost estimate for the surgery addition and seismic compliance is \$241,000,000. \$16.3M has been allocated in the routine capital budget for fiscal year 2023.

Procurement:

SVMHS circulated a Request for Proposal (RFP) for construction management services to qualified local and regional construction management firms. An advertisement was also posted in the builder's exchange. Two (2) proposals were received by SVMHS. Each of the responses was scored utilizing a tiered scoring structure. After evaluating all proposals in accordance with the criteria set forth in the RFP, the evaluation committee determined that Kitchell CEM Incorporated was as the highest-ranking proposer. As part of the response to the RFP, the proposers were required to submit a separately sealed cost proposal identifying the proposed construction management costs for the requested scope of services. In accordance with the RFP procedures, SVMHS negotiated the terms and conditions of the Agreement with the highest-ranking proposer.

Recommendation

Consider recommendation for Board approval of the agreement for \$11,823,639 to Kitchell CEM for construction management services for the Surgery Addition and Seismic Retrofit Project.

Attachments

- Attachment 1: Draft Construction Management Agreement between Salinas Valley Memorial Healthcare System and Kitchell CEM Incorporated
- Attachment 2: Construction Management Staffing Plan (Exhibit 4)

CONSTRUCTION MANAGEMENT SERVICES AGREEMENT

Between SVMHS and Construction Manager

THIS AGREEMENT ("Agreement") is made as of the 29th day of September, 2022 ("Effective Date") between Salinas Valley Memorial Healthcare District ("SVMHS") located at 450 E. Romie Lane, Salinas, CA 93901 and Kitchell CEM, Inc. ("Construction Manager") located at 2450 Venture Oaks Way, Suite 500, Sacramento, CA 95833 to provide construction management services ("Services") pursuant to Government Code section 4525, et. seq. in connection with the design and construction of the Surgery Addition and Seismic Retrofit Project ("Project"). The following Exhibits are incorporated into this Agreement.

EXHIBITS

Exhibit 1	Definitions
Exhibit 2	Project Documents
Exhibit 3	Scope of Services
Exhibit 4	Staffing, Billable Rates, and Terms
Exhibit 5	Insurance Requirements

By executing this Agreement, each of the Signatories represents that he or she has the authority to bind the Party on whose behalf his or her execution is made.

<p>Salinas Valley Memorial Healthcare System</p> <p>By: _____ Pete Delgado, President/CEO</p>	<p>Construction Manager: Kitchell CEM, Inc.</p> <p>By: Wendy Cohen, President</p> <p>Telephone No: 619-456-7372</p> <p>Email: wcohen@kitchell.com</p> <p>CA License No.: 950139</p>
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THE PARTIES AGREE TO THE FOLLOWING TERMS AND CONDITIONS.

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1. DEFINITIONS

1.1 Defined Terms. Defined terms and titles of Exhibits will be capitalized throughout the Agreement and any Exhibits to the Agreement. The definitions for this Agreement are set forth in alphabetical order in Exhibit 1.

2. PROJECT DESCRIPTION AND RELATIONSHIP OF PARTIES

2.1 Project. This Project is a renovation to an existing hospital campus with an new surgical expansion building. The hospital will remain operational during all renovation work. The Project is subject to HCAI 1 jurisdiction and includes 5 major components as further defined in the Project Documents set forth in Exhibit 2. The 5 major components are briefly described below.

2.1.1 Demolition of Administrative Office Building ("AOB"). The demolition of AOB and make ready work includes grading at the new fire truck access north of building 2 for updated vehicular access, significant shoring systems required to maintain access points to the existing hospital egress systems during construction, major wet and dry utility relocations and NPC-5 underground tanks at the south of the new expansion. Decanting of the building occupants and FF&E will be managed by the Parking Garage Annex construction management team.

2.1.2 Surgical Expansion. The surgical expansion is a two-story building that has 8,680 square feet of mechanical and electrical support and general storage at the ground level. The second floor is 40,450 square feet and includes 8 operating rooms room (3 general, 2 cardiovascular, 2 orthopedic, and 1 hybrid operating rooms); 12 PACU bays; 22 pre-post bays; complete sterile processing department; surgical support; ambulatory entry to support same-day surgery and imaging functions. The building includes a new ambulatory entry drop-off/canopy and a new hospital entry canopy. Offsite improvements to civil infrastructure should be anticipated as required by the City of Salinas. The roof level will include air handling units, a mechanical penthouse, a cooling tower, and mechanical screens to shield the mechanical equipment from patient room and public views. Expansion will require upgrades to the existing source equipment located in the energy yard and energy plant. See utility tunnel requirements in 2.1.4. It is the goal of the facility to minimize the requirements to upgrade or replace existing energy yard or energy plant infrastructure.

2.1.3 Seismic Retrofit of Buildings 1 and 2. Seismic retrofit of existing buildings for compliance with SPC-4D includes external strengthening around the main tower, external buttress structure and connections to roof structure around building 2, selective wall reinforcements around main tower (shear walls), pediatric addition reinforcement (3rd floor exterior shear walls and roof connection), rehab addition reinforcement (4th floor exterior shear wall and roof connection), UPS building strengthening, elevator tower addition mitigation, miscellaneous localized interventions including increasing building seismic separation, and NPC resolution. Bogard Construction and John A Martin have completed all required SPC4d application requirements to-date, including the MTCAP Results Submittal to SCU for both Buildings 1 and 2. Current planning has John A Martin being assigned as the structural engineer of record to the successful design-builder to complete the construction documents as part of the design-build team. NPC 3 resolution involves evaluation and bracing of critical care areas not currently NPC 3 compliant, which includes ICU/CCU, Radiology, Clinical Lab, Delivery Rooms, and Cath Labs. Current planning desires NPC4d compliance for areas permitted to be

deferred in the Article 11 of the CBC 2019. The nonstructural performance evaluation shall require the design-build team examine the respective critical nonstructural systems and elements for the planned NPC as specified in Table 11.1, "Nonstructural Performance Categories." NPC-5 compliance will require planning, design and installation of multiple emergency water supply underground tanks, liquid waste and sewage storage underground tanks and evaluation of the existing emergency electrical power capacity to supply 72 hours of back up emergency power. Multiple locations for underground tanks will be required due to various points of connection to utility purveyors on campus.

2.1.4 Infrastructure Modernization. The infrastructure modernization of existing building systems will include electrical service upgrade, source equipment upgrades/replacements, medical gas system / zone valves, and decommissioning of existing surgery and SPD as base scope for HCAI compliance. This involves assisting Bogard Construction in re-establishing the Utility Tunnel permit closed without HCAI compliance due to project inactivity, engage a new design team for permitting with HCAI, and completing the CBC-required and CAL-OSHA confined space elements to utilize the utility tunnel to purvey utilities to the hospital addition. Interface with PG&E, CalWater, County Health, MBARD and Monterey One Water will be required to support additional source required loads.

2.1.5 Decommissioning of Existing Surgery and Sterile Processing Department.

2.2 Project Delivery Method. The Project will be delivered utilizing the design-build contracting method pursuant to California Public Contract Code section 22160, et seq.

2.3 Project Team The Project Team will include SVMHS, Construction Manager, Bogard Construction (SVMHS' on-call Project Manager/Owner's Representative for other ancillary projects and programs) and the Design-Builder and its design consultants and subcontractors, as well the potential use of Separate Consultants and Separate Contractors.

2.3.1 Construction Manager's authorized representative is Sarah Bjorkman, Executive Director, Healthcare. Construction Manager's authorized representative has the authority to act on behalf of Construction Manager and all communications given to the authorized representative will be deemed to have been delivered to Construction Manager.

2.3.2 SVMHS's authorized representative is Pete Delgado, Chief Operating Officer. Mr. Delgado is authorized to act on SVMHS's behalf with respect to the daily operations of the Project and is authorized to execute construction change directives and approve changes in the Services or Work, up to an amount of \$25,000 per occurrence. Any request exceeding \$25,000 will require SVMHS's Board of Directors approval and must be timely submitted to SVMHS by the Construction Manager in order to allow proper consideration during the board's regularly scheduled meetings.

2.3.3 Bogard Construction serves as SVMHS' on-call Project Manager/Owner's Representative for other ancillary projects, and will also provide support to this Project. David Sullivan is the authorized representative for Bogard Construction. Construction Manager will interface with David Sullivan of Bogard Construction to coordinate campus activities that impact hospital operations. The Construction Manager will be required to provide routine Project updates to various Board subcommittees (Finance, Executive Leadership Group), and may be asked to coordinate with Bogard Construction on these updates, at the discretion of Chief Operating Officer Clement Miller.

2.4 Relationship of the Parties. Construction Manager's relationship with SVMHS is that of an independent contractor whose involvement in the Project is to act in the capacity of a construction management consultant and not as an agent, fiduciary, partner, member of, subsidiary of, or otherwise affiliated with SVMHS. Construction Manager agrees to act in good faith and to exercise its best efforts in performing all Services in the most expeditious and economical manner consistent with the Contract Documents and SVMHS's best interests. Construction Manager will furnish efficient business administration and supervision related to coordination of its Services and will collaborate with other Project Team members to facilitate the performance of their respective tasks and in the best interests of the Project.

2.5 Direct Communications. Construction Manager shall communicate directly with other Project Team members in furthering the best interests of the Project. However, Construction Manager must keep SVMHS apprised of all relevant direct communications with Design-Builder and its design consultants.

2.6 Project Staffing and Key Personnel. The Construction Manager's personnel, their respective positions, and the billable rates will be designated in Exhibit 4. The Construction Manager's authorized representative set forth in Section 2.3.1 is key personnel. Unless otherwise requested by SVMHS, key personnel may not be removed from, or added to, the Project without prior written consent of SVMHS except for death, disability, or departure of person from employment. If a replacement is necessary, the proposed key personnel will have substantially equivalent or better qualifications than the former principal or employee, and all candidates are subject to final approval by SVMHS.

3. SERVICES

3.1 Scope. Construction Manager's role is to provide management and oversight of the Project, and the performance Design-Builder through all design, construction and commissioning services. The Construction Manager's Services are more specifically described in Exhibit 3 All Services will be performed in accordance with the Contract Documents.

3.2 Licensing Requirements. Construction Manager warrants that it is a California state licensed general contractor, and is authorized to do business in the State of California.

3.3 Standard of Care. Construction Manager meets the experience requirements of Government Code section 4529.5 and will timely perform its Services using skill and judgment consistent with the degree of care ordinarily used by competent construction managers who provide construction management services for projects of similar size, scope, and complexity in the State of California.

3.4 Legal Compliance. Construction Manager agrees to comply with all federal, state, municipal and local laws, ordinances, rules, regulations, building codes and standards, orders, notices and requirements applicable to its Services on the Project.

3.5 SVMHS's Approvals. All requests for approval must be in writing. An approval by SVMHS of any Services will not relieve Construction Manager from its obligations or liabilities for the technical or professional adequacy of its Services.

3.6 Construction Manager's Authority. The Construction Manager has the authority to order minor changes in the Work that do not impact the Design-Builder's contract time or contract price; to reject Design-Builder's Work that does not comply with the Surgery Addition and Seismic Retrofit Project PM Services Agreement

Construction Documents; to participate in the preparation of punch list items for correction upon substantial completion and final completion; and other tasks to fulfill Construction Manager's Services. Minor revisions may be made through responses to requests for information or other such clarifications. Interpretations and decisions of Construction Manager will be consistent with the intent and reasonably inferable from the Construction Documents. At the direction of SVMHS, the Construction Manager may review Design-Builder's change order requests or prepare change orders for review and approval by SVMHS, and may provide construction change directives for signature by SVMHS.

4. SVMHS'S RESPONSIBILITIES

4.1 Project Documents. The Project Documents generally describing the Project and seismic retrofit are set forth in Exhibit 2. SVMHS will also provide Bridging Documents through Amendment, and other information including any geotechnical and environmental impact reports, schedule requirements, budget constraints and other criteria.

4.2 Permits and Fees. SVMHS will secure and pay for all permits, approval, easements, assessments and fees required for the development, construction, use or occupancy of the Project.

4.3 Design-Builder. Upon completion of the Bridging Documents, SVMHS will retain a Design-Builder for completion of the design and construction of the Project. The Design-Build Agreement, as amended, will be furnished to the Construction Manager. Construction Manager will not be responsible for acts or omissions by Design-Builder or its design consultants or subcontractors.

4.4 Test and Inspections. SVMHS will be financially responsible for all third party testing and inspections.

4.5 Legal Accounting and Insurance Services. SVMHS will furnish all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services, that SVMHS may require to verify applications for payment or to ascertain how or for what purposes the money paid by or on behalf of SVMHS has been used.

4.6 Proposal Advertisement. SVMHS will pay for all advertisements for Design-Build proposals, but will seek the assistance of Construction Manager in that process.

4.7 Separate Contracts. SVMHS reserves the right to perform administration and operations related to the Project with SVMHS's own forces, and to award contracts in connection with the Project.

5. COMPENSATION

5.1 Sum Not to Exceed. Construction Manager will be paid based on the actual cost of the Services performed by Construction Manager per the billable rates set forth in Exhibit 4 plus reasonable reimbursable expenses per the terms and conditions included in Exhibit 4 up to the Sum Not to Exceed of \$11,823,639. The billable rates will be calculated based on the terms and conditions set forth in Exhibit 4 and must include overhead, burden, and profit. Payment will be calculated by multiplying the billable rates by the number of hours spent performing the Services. In addition to payment based on the billable rates, the Construction Manager will be reimbursed at actual cost for those reimbursable expenses defined in Exhibit 4, Surgery Addition and Seismic Retrofit Project
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up to the amount of the Reimbursable Expense Allowance. All other costs are excluded and Construction Manager will not be compensated beyond the Sum Not to Exceed. The Sum Not to Exceed amount will only be adjusted through executed Change Order under Article 7 of this Agreement for additional services or an extension of the Contract Time.

6. PAYMENT

6.1 Payment Applications. Certified payment applications will be prepared by Construction Manager in the format agreed to by SVMHS's authorized representative. The period covered by each payment application will be one calendar month. The payment application will include an itemized breakdown of the Services performed for that particular calendar month and itemized reimbursable expenses, including additional services performed per approved Change Orders. All reimbursable expenses must be supported by sufficient documentation such as receipts, invoices, etc., substantiating the amount requested.

6.2 Progress Payments. Construction Manager's payment applications will be submitted within 5 business days of the end of the previous month for review by SVMHS. SVMHS's authorized representative and Construction Manager will attempt to resolve any disagreements regarding amounts before processing the application. SVMHS will make payment for all approved amounts within 45 days of receipt of a payment application. In taking action on payment applications, SVMHS may rely on the accuracy and completeness of the information furnished by the Construction Manager in its certified payment request.

6.3 Right to Withhold. SVMHS's authorized representative may refuse to approve a payment application, in whole or in part, or, because of subsequently discovered evidence, subsequent observations, or post review issues that may nullify the whole or any part of a prior payment application to the extent SVMHS determines is necessary to protect it from loss due to, among other things, deficient Services or failure to perform Services in accordance with the Contract Documents; disputed amounts; third party claims against SVMHS allegedly arising from the Services; or reasonable doubt that the Services can be completed within the Sum Not to Exceed set forth in Section 5.1, as adjusted through approved Change Order.

6.4 Final Payment. SVMHS will make final payment to the Construction Manager after completion of the Services, and within 30 days of receipt of an approved payment application for final payment.

6.5 No Waiver. Payment by SVMHS will not constitute approval or acceptance of any Services included in the payment application or final acceptance or approval of that portion of the Services.

6.6 No Right to Stop Services. If Construction Manager disputes any determination with respect to a payment application, Construction Manager will nevertheless expeditiously continue to prosecute the Services, provided that undisputed amounts are timely paid. SVMHS will not be deemed to be in default or breach of contract for withholding of any payment under Section 6.3. Construction Manager may submit unresolved payment disputes as a Claim under Article 10.

6.7 Audit Right. SVMHS may audit Construction Manager's Project records at any time throughout the duration of the Project and for a period up to 3 years after final completion of the Project upon 10 business days' written notice. The audit will take place during normal business hours and will be coordinated with Construction Manager. Construction Manager will

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produce all records related to its Sum Not to Exceed, as amended, payment applications, as well as any other Project records deemed necessary by SVMHS to substantiate charges related to the Services. Should the audit indicate that Construction Manager's records were fraudulently or negligently prepared or maintained, SVMHS reserves the right to seek damages and legal remedies from Construction Manager.

7. CHANGES IN SERVICES

7.1 Change Orders. A Change Order is a mutually agreed written order adjusting the Construction Manager's Services or Sum Not to Exceed. Changes will only be authorized by an executed Change Order and performed under the applicable conditions of the Contract Documents. A Change Order signed by the Construction Manager indicates the Construction Manager's agreement to the adjustment in its compensation and fully and completely resolves any Claim by Construction Manager for additional compensation arising from or related to the additional services required as a result of the change, or an extension of the Contract Time. Additional compensation will only be allowed to the extent that the changed condition requires additional services or if the Contract Time is extended, and provided that the extension is not due to any negligent act or omission of the Construction Manager in rendering its Services.

7.2 Changes. Construction Manager must submit pricing to SVMHS within 10 business days of discovering facts or circumstances giving rise to the change. If Construction Manager does not timely request adjustment of its Sum Not to Exceed, Construction Manager's Claim for adjustment will be waived. Change requests must comply with the billable rates and reimbursable expenses set forth in Exhibit 4.

7.3 Submission. All Claims for additional compensation to the Construction Manager will be presented in writing to SVMHS's authorized representative and approved by SVMHS before the expense is incurred. SVMHS's authorized representative will review all requests for additional compensation (including additional services for an extension of the Contract Time) within 10 business days of receipt and make a recommendation to SVMHS on whether or not to proceed with the additional services.

7.4 Pricing. Construction Manager will provide a not to exceed amount for the additional services per the billable rates plus a not-to-exceed amount for additional reimbursable expenses directly related to the additional services (including extensions of the Contract Time). Upon approval, the Sum Not to Exceed will be adjusted. Construction Manager will keep and present an itemized summary of the additional services performed on an employee and task basis, and will itemize additional reimbursable expenses and present receipts (as applicable). Construction Manager will be paid the actual cost for Services rendered in accordance with Article 6.

7.5 Continued Performance. No Services will be allowed to lag pending the adjustment through Change Order, but will be promptly executed as directed, even if a dispute arises. Disputes regarding Change Orders will be resolved in accordance with Article 10. Failure to properly execute the Services as directed by SVMHS will constitute a material breach of contract.

8. INDEMNIFICATION AND DEFENSE

8.1 Indemnification. To the fullest extent permitted by law, Construction Manager will defend, indemnify, and hold harmless SVMHS, its board of directors, officers, agents, and Surgery Addition and Seismic Retrofit Project
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employees ("Indemnitees") from and against any and all claims, losses, damages, liabilities, bodily injury, sickness, death, property damage, and expenses (including legal, expert witness, and consulting fees and costs) arising out of, or resulting from, the performance of Services, but only to the extent caused by the negligent acts or omissions, recklessness or willful misconduct of Construction Manager, its employees, or anyone directly or indirectly employed by Construction Manager for whose acts Construction Manager may be liable.

8.2 Duty to Defend. Construction Manager will defend all Claims (with counsel acceptable to SVMHS) as defined in Section 8.1 at its own cost and expense and satisfy any judgment or decree that may be rendered against any Indemnitee arising out of a Claim, and reimburse Indemnitee(s) for any and all attorney's, expert witness, and consulting fees and expenses incurred in connection with the Claim or in enforcing the indemnity and defense granted by Sections 8.1 and 8.2.

8.3 Enforcement. Nothing contained in this Article 8 will be construed to impose any obligation in conflict with current California state law. In the event of a conflict with California State law, as may be amended, the Agreement will be modified to allow indemnification and defense by Construction Manager to the greatest extent permitted by law.

9. INSURANCE

9.1 Requirements. The Construction Manager will carry the insurance required in Exhibit 5. Proof of appropriate insurance, including endorsements of additional insureds as required per Exhibit 5 must be submitted to SVMHS's authorized representative before commencement of the Services. Construction Manager will provide additional insured status to SVMHS, and any other entities or persons set forth in Exhibit 5 on all required coverage.

10. CLAIMS AND DISPUTES

10.1 Disputes. In the event that the Construction Manager seeks to pursue a claim for additional compensation or other equitable adjustment for services performed under this Agreement, the Construction Manager must first complete all change order procedures in Article 7 of this Agreement. If the matter remains in dispute after completion of the change order process, Construction Manager must submit a written Notice of Claim summarizing the request and the factual basis therefore, and must include documents necessary to substantiate the Claim. The Notice of Claim must be submitted no later than 30 days from the completion of the change order process or the occurring of the event that gave rise to the Claim.

10.2 Joinder. Construction Manager acknowledges that the Project is being constructed under a design-build project delivery method where the Design-Builder is under direct contract with SVMHS. SVMHS may, at its sole discretion, join any other necessary Project Team members in any dispute resolution procedure between SVMHS and the Construction Manager, or join Claims between SVMHS and Construction Manager with any dispute resolution procedure with the Design-Builder, if the Claims for or against the Construction Manager or SVMHS arise from the same, substantially the same, or interrelated facts, issues, or incidents relating to the Project, or where separate dispute resolution processes create a risk of inconsistent awards or results.

11. TERMINATION

11.1 Termination of the Construction Manager for Convenience. SVMHS may terminate this Agreement for convenience upon 10 calendar days' prior written notice at any time before completion of the Services. Upon termination, SVMHS will pay Construction Manager the earned portion of the Sum Not to Exceed (billable amounts and reimbursable expenses per Article 5) as of the effective date of termination. Construction Manager expressly waives any Claims for consequential damages, including anticipated lost profits and unabsorbed overhead. The notice will state the effective date of termination. All payments under this Section are subject to the payment provisions in Article 6. All disputes over termination will be resolved under Article 10.

11.2 Termination of the Construction Manager for Cause. SVMHS may terminate this Agreement for material breach of any term or conditions of the Contract Documents upon 10 business days' written notice unless Construction Manager has commenced curing its breach to SVMHS's satisfaction. The notice will set forth the reason for termination and the effective date of termination. If SVMHS terminates this Agreement for cause, Construction Manager will not be entitled to further payment until the Project is completed and SVMHS is able to determine the additional costs and expenses incurred by SVMHS to satisfy any Claims arising out of, or services required for, curing the breach. Further payments, if due, will be made 35 calendar days after final completion of the Project, and only to the extent that the cost of completing the Services does not exceed the remaining Sum Not to Exceed. Nothing stated in this paragraph will prevent SVMHS from pursuing and recovering any damages allowed by law from Construction Manager arising out of the breach of the Contract Documents. If a court of competent jurisdiction deems that termination of this Agreement was wrongful or otherwise improper, the termination will be deemed a termination for convenience under Section 11.1. All disputes over termination will be resolved under Article 10.

11.3 Suspension of Services. The District reserves the right to temporarily suspend the Services under this Agreement for any reason and at any time. In the event the District suspends Services, the Construction Manager will stop all Services, and compensation pursuant to monthly progress payments will be paused until the District issues a written order to resume Services. The District will issue any subsequent monthly progress payments at the end of the month during which the District issues a written order to resume work.

11.4 Construction Manager's Termination for Cause. Construction Manager may terminate this Agreement upon 60 calendar days' written notice if SVMHS fails to make payment to Construction Manager in accordance with this Agreement and cannot provide evidence substantiating that financial arrangements have been made to make payment. Construction Manager will be compensated as if the Services were terminated by SVMHS for convenience under Section 11.1.

12. MISCELLANEOUS PROVISIONS

12.1 Confidentiality. Construction Manager will keep information provided by SVMHS or made available to Construction Manager during performance of the Services confidential, and will not disclose confidential information to persons or entities other than as necessary to perform the Services.

12.2 Governing Law. This Agreement will be governed and construed under the laws of the State of California without giving effect to any choice of law or rule of conflict that would cause the application of the laws of any other jurisdiction. Each of the Parties agrees that the exclusive venue for any action will be in the applicable court in Monterey County, California.

12.3 Assignment. SVMHS and Construction Manager respectively bind themselves, their partners, successors, assignees, to the other Party to this Agreement. Construction Manager may not assign this Agreement. Upon notice, SVMHS may assign this Agreement to any lender in obtaining Project financing, and Construction Manager will cooperate with SVMHS and execute required assignment agreements.

12.4 Notices. Any notice required to be given by this Agreement will be in writing and deemed effective upon: (i) the date of personal delivery, or email, if received by the addressee before 5:00 p.m. local time on a business day; (ii) 3 business days after being sent via registered or certified mail with a return receipt requested; or (iii) 1 business day after being sent by overnight commercial courier providing next-business-day delivery. Email must be evidenced by an email confirmation receipt.

Notices will be addressed to the following respective parties:

SVMHS:
Pete Delgado
President/CEO
Salinas Valley Memorial Healthcare System
450 E. Romie Lane, Salinas, CA 93901
pdelgado@svmh.com

Construction Manager:
Sarah Bjorkman
Executive Director - Healthcare
Kitchell CEM, Inc.
2450 Venture Oaks Way, Suite 500,
Sacramento, CA 95833
sbjorkman@kitchell.com

12.5 Interpretation and Severability. This Agreement's terms and conditions will be interpreted according to their plain meaning, and not strictly for or against either SVMHS or Construction Manager. Any contrary rule of construction or interpretation will be of no force or effect with respect to this Agreement. If a court of competent jurisdiction finds any term or provision of this Agreement to be void or unenforceable for any reason, the term or provision will be amended to comply with the law. If a term or condition is severed, the remainder of the Agreement will remain in full force and effect to the maximum extent permitted by law and consistent with SVMHS's and Construction Manager's overall intent.

12.6 Third Party Beneficiaries. Nothing contained in this Agreement creates a contractual relationship with, or a cause of action in favor of, a third party against SVMHS or the Construction Manager. The Parties acknowledge and agree that the obligations of the Construction Manager are solely for the benefit of SVMHS and are not intended in any respect to benefit any third parties (including employees).

12.7 Rights and Remedies. All rights and remedies under the Contract Documents will be cumulative and in addition to, and not in limitation of, all other rights and remedies of the Parties under the Contract Documents or otherwise available at law or in equity.

12.8 Survival. The following provisions will survive termination of this Agreement or completion of the Services: Sections 3.2, 3.3, 6.7, and Articles 8 through 12.

12.9 Waiver. Unless otherwise indicated in this Agreement, SVMHS's and Construction Manager's action or failure to act will not waive any right or duty it has under the Agreement, and such action or failure to act will not be an approval of or acquiescence in a breach of the Agreement unless specifically agreed to in writing by the Party.

12.10 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original. When proving this Agreement, it will only be necessary to produce or account for the counterpart signed by the Party against whom enforcement is sought. Electronic copies or photocopies of this Agreement showing the true signatures may be used for all purposes as originals.

12.11 Interest. Payments due and unpaid under this Agreement will bear interest from the date payment is due at an annual rate equal of 3.5% per annum.

12.12 Attorneys' Fees. If SVMHS or Construction Manager commences an action or dispute resolution process in accordance with the terms and provisions of this Agreement against the other Party for Claims arising out of or in connection with the Contract Documents, the prevailing Party will be entitled to recover all reasonable attorneys' fees and costs (including charges and expenses related to the suit, expert witness, and consultants' fees) as may be determined by a court with competent jurisdiction.

12.13 Equal Employment. Pursuant to Labor Code section 1735, the Fair Employment and Housing Act (Gov. Code section 12900 et seq.), California Administrative Code, Title 2, sections 7285 et seq., Government Code sections 11135-11139.5, and other applicable law, the Construction Manager will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, political affiliation, marital status, or disability on this Project. The Construction Manager will take affirmative action to ensure that employees are treated during employment or training without regard to their race, color, religion, sex, national origin, age, political affiliation, marital status, or disability. Construction Manager will maintain policies in compliance with California state and federal law regarding equal employment opportunities through-out the duration of this Project.

12.14 Gratuities. Construction Manager warrants that it has not offered or given any gratuities (in the form of entertainment, gifts, or otherwise) to any official, employee, or agent of SVMHS in an attempt to secure this contract or favorable treatment in awarding, amending, or making any determinations related to the performance of the Services under this Agreement.

12.15 Conflict of Interest. Construction Manager will comply with all applicable conflict of interest laws, including organizational conflicts of interest under Government Code section 1090.

12.16 Drug Free Workplace. Construction Manager certifies that it has complied with Government Code section 8355 relating to a drug free workplace and will comply with the requirements included in the safety program.

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12.17 Anti-Kickback. Construction Manager will comply with the Copeland Anti-Kickback Act (18 USC 874) as supplemented in Department of Labor regulations (29 CFR Part 3). This Act provides that Construction Manager will be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public facilities, to give up any part of the compensation to which they are otherwise entitled.

12.18 Electronic Signature. The Parties agree that a "Digital Signature" as defined under Government Code section 16.5 and California Code of Regulations section 22000 is an acceptable form of signature for written communications with SVMHS and will have the same force and effect as the use of a manual signature provided that the Digital Signature is: (i) unique to the person using it; (ii) capable of verification; (iii) under the sole control of the person using it; and (iv) linked to the data in such a manner that if the data are changed, the Digital signature will be invalidated. In order to be valid, the Digital Signature must be created by an acceptable technology such as DocuSign or as defined in California Code of Regulations section 22001 et. seq.

12.19 Legal Citations. Legal citations to statutory requirements are included in the Agreement for convenience and an omission of any statutory requirement will not relieve the Construction Manager from compliance with applicable law.

12.20 Entire Agreement. The Contract Documents as defined in Exhibit 1 form the entire contract between SVMHS and Construction Manager and supersede all prior oral and other written negotiations, representations, or agreements between SVMHS and Construction Manager with respect to the Services performed for this Project.

EXHIBIT 1

DEFINITIONS

1. **"Agreement"** means the written contract between SVMHS and Construction Manager inclusive of all Exhibits.
2. **"Amendment"** is a document executed by the Signatories that amends the terms and/or conditions of this Agreement.
3. **"Bridging Documents"** are the design development Drawings and Specifications that will be prepared by HOK and its tier-consultants for use in procurement of the Design-Builder.
4. **"Change Order"** is a written order authorizing additional services, including an extension of Contract Time, by increasing or decreasing the Sum Not to Exceed. In order to be valid, a Change Order must be signed by SVMHS's Signatory and Construction Manager's Signatory.
5. **"Claim"** is an unresolved dispute among the Parties, which may include other Project Team members through joinder, involving monetary or equitable relief that arises out of or relates to the Project, Contract Documents, performance of the Services or Work, indemnification, or third party claims for personal injury or property damage.
6. **"Construction Documents"** means the 2-D Drawings and Specifications developed by the Design-Builder that are approved and permitted for construction by Governmental Authorities, any clarifications through responses to requests for information, design sketches, or other such clarifications issued post-permit, and any modifications through executed change orders with the Design-Builder.
7. **"Construction Manager"** means the California State licensed general contractor, architect, or registered engineer who is responsible for performing the Services described in Exhibit 2, and in accordance with the Contract Documents.
8. **"Contract Documents"** includes the Agreement (inclusive of all Exhibits), the Construction Documents, and any subsequent modifications through executed Amendments or Change Orders.
9. **"Contract Time"** is 60 months from the Effective Date of the Agreement.
10. **"Design-Builder"** is the California state licensed general contractor that is responsible for performing design services and construction work in accordance with the Design-Build Agreement.
11. **"Design-Build Agreement"** is the contract between the Design-Builder and SVMHS for completion of the design, construction, and commissioning of the Project.

12. **"Drawings"** means the 2-dimensional graphic illustrating the design, how the buildings are situated on the site, and the location, building elevations, plan views, dimensions, and details of the Work.

13. **"Effective Date"** is the date on page 1 of the Agreement that the Parties agree the Agreement was executed.

14. **"Guaranteed Maximum Price" or "GMP"** is the Design-Builder's guaranteed cost for designing and constructing the Project.

15. **"Governmental Authority" or "Governmental Authorities"** means any and all federal, state, county, or municipal boards, departments, courts, offices, or agencies that are providing funding or have jurisdiction over the Project.

16. **"Party"** means either SVMHS or Construction Manager and "Parties" refers to SVMHS and Construction Manager collectively.

17. **"Project"** is the Surgery Addition and Seismic Retrofit Design-Build Project as described in Section 2.1 of the Agreement and Exhibit 2.

18. **"Project Budget"** is the amount of money that SVMHS has to spend for design and construction of the Project.

19. **"Project Schedule"** is the Design-Builder's most current, approved, schedule for designing, constructing, and commissioning the Project.

20. **"Project Team"** includes SVMHS, Construction Manager, Design-Builder and its design consultants and subcontractors, as well as SVMHS's Separate Consultants and Separate Contractors.

21. **"Separate Consultants"** means those consultants, other than Construction Manager or Design-Builder, who enter into a direct agreement with SVMHS to perform services related to this Project.

22. **"Separate Contractor"** means those contractors, vendors, or consultants, other than Construction Manager or Design-Builder, that enter into a direct agreement with SVMHS to perform work or services related to a Project.

23. **"Services"** are all services performed by Construction Manager under this Agreement including any additional services amended into the Agreement through executed Change Order.

24. **"Signatory" or "Signatories"** are those persons authorized by SVMHS and Construction Manager to execute this Agreement, any Amendments, and any Change Orders.

25. **"Specifications"** are the written requirements for materials, equipment, systems, standards, execution, and workmanship for the Work, and performance of related services.

26. "Sum Not to Exceed" is the total amount that Construction Manager will be compensated for performance of the Services, including all compensation for Construction Manager's employees, all reimbursable expenses, overhead, profit and based on the Contract Time.

27. "SVMHS" is the Salinas Valley Memorial Healthcare System (a local health care district organized and operating pursuant to Division 23 of the California Health and Safety Code), located at 450 E. Romie Ln, Salinas, CA 93901-4098.

28. "SVMHS's Budget" is SVMHS's cost model for owner costs associated with entitlements, permits, development, insurance, fixtures, furnishings, and equipment, IT, etc., Separate Contractors, Separate Consultants, Construction Manager, and design and construction of the Project.

29. "Work" means all design services, labor, materials, equipment, and appurtenances required of the Design-Builder and its consultants and subcontractors, as well as SVMHS's Separate Contractors and Separate Consultants to properly design and construct the Project in accordance with the approved, final Construction Documents and other design documentation prepared by Separate Consultants that may or may not be incorporated into the Construction Documents but that include work required for completion of the Project.

EXHIBIT 2

PROJECT DOCUMENTS

Programming Documents and Schematic Design

- SVMHS Space Program dated -5-25-22
- SVMHS Hospital Surgery Expansion Validation Study prepared by HOK dated 12-20-21
- SVMHS Hospital Campus Expansion & Retrofit Project Summary prepared by HOK dated 09-21

Structural Drawings

- SPC4d Drawings and Specifications for Retrofitting of Buildings 1 and 2 prepared by John A. Martin dated 05-26-22

Bridging Documents (by Amendment)

EXHIBIT 3

SCOPE OF SERVICES

1. BRIDGING DOCUMENTS

1.1 Collaboration with SVMHS and its Separate Consultants. Construction Manager will collaborate with SVMHS, HOK, its tier-consultants, the Project Manager/Owner's Representative, and other SVMHS Separate Consultants in completion of the Bridging Documents.

2. PROCUREMENT OF DESIGN BUILDER

2.1 Solicitation of Proposals. HOK and its tier-consultants prepared the Project Documents set forth in Exhibit 2 and are in the process of preparing Bridging Documents on behalf of SVMHS, which will be amended into this Agreement as part of Exhibit 2. The Bridging Documents, as well as other Project Documents will be utilized in the procurement of the Design-Builder. Construction Manager will collaborate with and assist SVMHS and its legal counsel with solicitation of Design-Builder. At a minimum, the Construction Manager will:

2.1.1 Develop proposers' interest in the Project.

2.1.2 Assist SVMHS with public notice and advertising for solicitation of proposals.

2.1.3 Review and collaborate with SVMHS's authorized representative and SVMHS's legal counsel regarding terms and conditions in the Request for Qualifications, Request for Proposal, and the Design-Build Agreement.

2.1.4 Issue procurement documents to qualified, interested, design build proposers.

2.1.5 Facilitate pre-proposal conferences and assist SVMHS in answering proposers' questions.

2.1.6 Assist SVMHS with tallying of evaluation scores from the selection committee, and negotiations (if required), and contract award.

2.2 SVMHS's Separate Contractor Proposals. To the extent that construction required for the Project is not included within the scope of the Design-Build Agreement, the Construction Manager will make recommendations for developing bid packages, and assist in the advertising, pre-qualification, and award of these contracts. Construction Manager will collaborate with SVMHS and its legal counsel regarding preparation of Invitations for Bids and contracts.

2.3 Separate Consultants and Laboratories. The Construction Manager will make recommendations to SVMHS regarding selecting, retaining, and coordinating any additional professional services, special consultants, and testing laboratories required for the Project. Construction Manager will collaborate with SVMHS and its legal counsel regarding preparation of necessary contracts and negotiation of terms and conditions.

2.4 Potential Add Alternate Design-Build Scope. In addition to the scope identified in Section 2.1 of the Agreement, SVMHS has considered the following projects for future development as funds become available. The following scope will not be part of the base design build work but SVMHS will likely request that the following add alternates be incorporated into the Project. Construction Manager will assist SVMHS by coordinating this effort and soliciting pricing as either part of the design build proposal in response to the RFP or later through Change Order request.

2.4.1 Single-Story welcome center and site improvements to facilitate improvements to ADA compliance, connection from the DRC Parking Garage to the Hospital, and enhanced experience during patient admit and discharge.

2.4.2 Back fill renovation of the surgery department for emergency department expansion and phased renovation of approximately 19,000 SF.

2.4.3 Backfill renovation of the existing sterile processing department for clinical lab relocation/expansion and renovation of approximately 6,000 SF.

2.4.4 Backfill renovation of parts of surgery and lab areas for imaging expansion (MRI and CT scan) and expansion of the catheterization lab areas, phased renovation.

2.4.5 HVAC of existing main building patient rooms, studied as a chilled beam system.

2.4.6 Window replacement main building (as part of the HVAC upgrade)

3. PROJECT ADMINISTRATION

3.1 On-Site Presence. During design, Construction Manager must be present once a week on site for weekly Project Meetings. During construction, Construction Manager must be physically present onsite daily.

3.2 Collaboration. Construction Manager will collaborate with SVMHS and other Project Team members in good faith to help SVMHS achieve best value from Design-Builder during the design and construction process.

3.3 Site Logistics and Phased Scheduling. Construction Manager will collaborate with SVMHS and other Project Team members regarding site logistics and phased scheduling in order to maintain uninterrupted operations of the existing hospital facilities.

3.4 Approvals and Clarifications. Construction Manager will draft proposed responses to requests for approvals and clarifications from Design-Builder, Separate Consultants, and Separate Contractors.

3.5 Changes and Claims. Construction Manager will evaluate Claims, requests for construction change directives, and requests for change orders from Design-Builder (and Separate Consultants and Separate Contractors if applicable), and draft proposed responses for SVMHS. Construction Manager will assist SVMHS in resolving Claims (that do not involve Construction Manager), including documentation of the rationale for resolution.

3.6 Maintain Records. Construction Manager will maintain records for contracts with Design-Builder (and Separate Consultants, and Separate Contractors if applicable), and make them available to SVMHS. **These records will be maintained within the existing accounting and project management software program, e-Builder (a Trimble Company), and access to these records will be shared with SVMHS and Bogard Construction.** At a minimum, these records will include:

- 3.6.1 Contracts, approved change orders, and amendments.
- 3.6.2 Correspondence and meeting minutes pertaining to the Project.
- 3.6.3 Record of Notices.
- 3.6.4 Project Program and Construction Documents (inclusive of Addenda).
- 3.6.5 Requests for information and clarification log, and documentation relating to Project Program and Construction Document clarifications and revisions.
- 3.6.6 Daily construction reports prepared by Design Builder.
- 3.6.7 Change Order log and record of changes, modifications, deviations, and substitutions.
- 3.6.8 Testing and inspection logs, reports, red tags, etc.
- 3.6.9 Submittal log and submittal files (including shop drawings).
- 3.6.10 Certified payroll, progress payment, and final payment records.
- 3.6.11 Design Builder's monthly progress reports and job cost ledgers.
- 3.6.12 Project Schedules, work-plans, documentation of delays, and recovery plans.
- 3.6.13 As-built drawings and other close-out documentation.

3.7 Permits and Fees. Construction Manager will notify SVMHS of permits it is required to obtain and fees it is required to pay to comply with contracts with the Design-Builder and Separate Contractors. Construction Manager will facilitate any communications that are required directly between SVMHS, Design-Builder, or Governmental Authorities.

3.8 Project Meetings. Construction Manager will facilitate weekly Project meetings with the Design-Builder to ensure open, clear, and direct communication with the Design-Builder, to clearly communicate SVMHS's goals and any impediments to SVMHS's operations to the Design-Builder, and to address Design-Builder's needs and concerns. At a minimum, the meeting minutes must identify critical items and actions to be taken, track all potential risks and potential solutions, review schedule progress, track outstanding change orders and the GMP.

3.9 Payment Recommendations. Construction Manager will review applications for progress payment and final payment from Design-Builder (and Separate Consultants and Separate Contractors if applicable), and make recommendations on payment to SVMHS.

3.10 Change Orders. Construction Manager will review all change orders and requests for additional services submitted by the Design Builder, Separate Contractors, and Separate Consultants, and make a recommendation to SVMHS on whether the services or Work are additional and whether the costs and expenses are reasonable. To the extent required, the Construction Manager will engage in negotiations with Design Builder, Separate Contractors, and Separate Consultants on SVMHS's behalf if Construction Manager believes that the costs and expenses requested are inflated or inaccurate.

3.11 Construction Manager Progress Report. Construction Manager will prepare and issue monthly progress reports summarizing Work undertaken, progress made, percentages of completion, updates in SVMHS's Budget, Project Budget in comparison to the GMP, and cost data, including a listing of proposed change orders, pending change orders, potential Claims, and salient problems and action taken for resolution.

3.12 Schedule Monitoring. Construction Manager will monitor Design-Builder's progress against the baseline schedule and Project Schedule, review and analyze all delay and impact requests and make recommendation to SVMHS, collaborate with the Design-Builder regarding recovery plans if required, and regularly meet with the Project Team to determine when critical decisions are needed from SVMHS to maintain the Project Schedule.

3.13 Cost Monitoring. Construction Manager will prepare and provide to SVMHS a monthly executive summary of the Project costs that compares SVMHS's Budget and Project Budget to current costs; projects costs for completion of each major category of the budgets; identify actual and anticipated change orders; and forecast a cost to complete the Project.

3.14 Quality Monitoring. Construction Manager will verify that Design-Builder and Separate Contractors have coordinated inspections with the inspectors and Governmental Authorities. Construction Manager will periodically participate in inspections, track inspection reports, and assist Design-Builder, Separate Contractors, and SVMHS in resolving any compliance issues. Construction Manager will conduct inspections at substantial completion and final completion of the Project with SVMHS, Design-Builder, and Separate Contractors.

3.14.1 Construction Manager will oversee and monitor correction of all non-conforming Work or services on behalf of SVMHS.

3.14.2 Construction Manager will track and monitor punch-list activity on behalf of SVMHS and recommend withholding and releasing of funds in accordance with the terms and conditions of the various contracts and progress of outstanding punch list items and in accordance with applicable law.

3.14.3 Construction Manager will assist with scheduling of any required third party commissioning, and coordinate with the Design-Builder's commissioning efforts, and will participate in the commissioning of the Project.

3.15 Project Completion. The Construction Manager will facilitate Project completion by performing the following:

3.15.1 Collect and review all required close-out documentation and record documents as required by the Design-Build Agreement and Construction Documents before transmitting to SVMHS.

3.15.2 Oversee Design-Builder's and Separate Contractors' preparation of punch lists of deficiencies based on inspections, and participate in inspections with SVMHS, Design-Builder, and Separate Contractors to determine whether the Work is substantially complete.

3.15.3 Advise SVMHS when the Design-Builder, Separate Contractors, and Separate Consultants have satisfactorily completed all Work under terms of their respective contracts based on inspection reports and sign-off by Governmental Authorities for legal occupancy.

3.15.4 Monitor Design-Builder's and Separate Contractors' compliance with their respective contractual obligations regarding warranties and transmit to SVMHS all warranties provided by Design-Builder and its subcontractors and suppliers, and any Separate Contractors.

3.16 Claims and Disputes. Construction Manager will review and analyze all potential Claims received by SVMHS regarding the Project from Design-Builder (and Separate Contractors and Separate Consultants if applicable), and assist SVMHS with initial business negotiations. To the extent business negotiations do not resolve the potential Claim, Construction Manager will collaborate with SVMHS and its legal counsel regarding the Claims process and any legal proceedings. Preparation for Claims process and legal proceedings will be considered additional services.

4. INDEPENDENT REVIEWS

4.1 Design Plan Review. Construction Manager will review the Drawings and Specifications prepared by the Design-Builder, and Separate Consultants including addenda, for compliance with the Project Documents set forth in Exhibit 2. However, Construction Manager is not responsible for a detailed constructability or code review.

4.2 Independent Cost and Value Engineering Review. Construction Manager will review and comment on SVMHS's Budget and the Project Budget and cost estimates and value engineering proposals prepared by Project Team members.

EXHIBIT 4

STAFFING, BILLABLE RATES, AND TERMS

1. STAFFING AND BILLABLE RATES

(See Attachment 4A)

2. TERMS FOR BILLABLE RATES AND REIMBURSABLE EXPENSES

1.1 Billable Rates. Services performed by the Construction Manager's employees will be charged based on the billable rates set forth above. The billable rates will be effective for the duration of the Project. No employee is allowed to bill more than 40 hours per week unless express written consent is provided by SVMHS. The billable rates include the amount paid to employees as wages, including customary benefits (health insurance, long term disability, sick leave, pension, and vacation accruals) and taxes plus the Construction Manager's overhead and profit. Construction Manager's overhead and profit include, among other things: (i) profit for the Services rendered on the Project; (ii) salaries and other compensation of all home office personnel who are not directly assigned to this Project and specifically included above; (iii) the cost of Construction Manager's insurance coverage directly attributed to the Project (Exhibit 5); and (iv) home office general expenses including rent, utilities, costs for computers (including hardware, servers, plotters, printers and software), cell phone charges, internet access, digital cameras, postage, office supplies, equipment, car allowances, etc. Construction Manager may not charge for Services performed by employees who are not listed above, without approval by SVMHS and employee's billable rates must be consistent with the billable rates for other employees with the same title and level of experience.

1.2 Reimbursable Expenses. All Reimbursable Expenses are listed below and are billable at cost, without mark-up, except for items which have limits as noted below.

1.2.1 Reasonable automobile travel expenses incurred while traveling in discharge of duties connected with the Service that is beyond the employee's normal commute to work are reimbursable at the current government mileage rate, subject to the Owner's prior written approval.

1.2.2 Any plan check or permit fees paid by Construction Manager if securing approval of Governmental Authorities.

1.2.3 The expense of reproductions, postage, and handling of Drawings, Specifications and other Project documents to the extent not directly provided by SVMHS.

1.2.4 Other costs incurred in the performance of the Services if, and to the extent, approved in advance in writing by SVMHS's representative.

1.3 Non-Reimbursable Expenses. The following costs are not reimbursable because they are included in the Construction Manager's billable rates.

1.3.1 Salaries and other compensation of all home office personnel who are not directly assigned to this Project and specifically included in Section 1 above.

1.3.2 All benefits and burdens not expressly included in the definition of billable rates in Section 1.2 above.

1.3.3 Costs due to the negligence or failure of the Construction Manager or anyone directly or indirectly employed by Construction Manager for whose acts Construction Manager may be liable, to fulfill a specific responsibility under the Contract Documents.

1.3.4 Inefficient management, coordination, and supervision that is inconsistent with Lean construction principles.

1.3.5 All other costs not specifically included in Sections 1.1 through 1.2.

4A- STAFFING PLAN AND BILLING RATES



Salinas Valley Memorial Surgery Addition & Seismic Compliance

Date	2022												2023												2024												2025												2026												2027																																																											
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Classification:
 1. Hourly rates are escalated 3% year over year.
 2. Rates include all costs necessary for employee performance of the Construction Management Services including basic wages, payroll taxes, and employer benefit payments for health and welfare, pension, vacation/holiday, supplemental dues, training, 401K benefits and other benefits or payments required by law, and will include overhead, burden and profit.
 3. Stipend rates are based on the schedule included in the CPM documents.
 4. Plan check and permit fees are not included.
 5. Schedule is based on information from the Salinas Valley Memorial Healthcare Systems RFP for Construction Management Services dated May 31, 2022 and copied at 60 days.
 6. Full time hours are estimated at 160 hours per month.
 7. BIM Support is based on a lumpsum amount that equates to approximately 400 hours.
 8. Travel/industry site visits for materials, equipment, etc are included.

EXHIBIT 5

INSURANCE REQUIREMENTS

1. REQUIRED INSURANCE LIMITS:

Workers' Compensation Employers' Liability	Statutory Limits \$1,000,000 each accident
Commercial General Liability (Occurrence Form Only)	\$2,000,000 each occurrence \$2,000,000 general aggregate/per project
Automobile Liability	\$2,000,000 each accident, and \$2,000,000 each occurrence
Contractor's Professional Liability	\$1,000,000 per claim \$2,000,000 in aggregate
Excess Liability	\$5,000,000

2. PROVISIONS APPLICABLE TO ALL INSURANCE REQUIRED FOR THIS PROJECT

2.1 Term of Insurance Policies. All liability insurance must be in force prior to any Services being performed under this Agreement and must be maintained in force for 10 years following completion of the Services. Workers compensation insurance must be in force from the inception of this Agreement through completion of the Services and final payment. In the event of cancellation or non-renewal, the reporting period during which a Claim may first be made will be extended until at least 4 years after cancellation or non-renewal.

2.2 Qualifications and Rating. All insurance must be placed with insurers that are admitted or licensed to issue insurance in the state of California. All insurers must maintain an A.M. Best rating of at least A- or better, and a financial classification of VIII or better.

2.3 Additional Insureds. SVMHS and its Board of Directors, affiliates, members, officers, successors and assigns will be named as additional insureds on all required liability policies for Services performed under or incident to this Agreement except for worker's compensation and Contractor's professional liability. If the additional insured has other insurance applicable to the loss, it will be on an excess or contingent basis. The amounts and types of insurance will conform to the minimum terms, conditions, and coverages of the Insurance Service Office (ISO) policies, forms, and endorsements in effect when this Agreement is executed.

2.4 Insurance Certificates and Copies of Policies. Before commencing any Services under this Agreement, the Construction Manager will provide SVMHS with insurance certificates and endorsements reflecting the insurance required by this Agreement. Receipt of insurance certificates or copies of policies without objection by SVMHS does not constitute acceptance or approval of insurance or relieve the Construction Manager from its obligations to provide the required insurance under this Exhibit 5. Upon renewal of any required insurance that expires before completion of the Services, the applicable party must provide SVMHS with renewal certificates not less than 15 days prior to the expiration. Construction Manager will promptly furnish copies of all required policies of insurance, including any renewal or replacement policies, within 10 days of SVMHS's written request.

2.5 No Reduction, Modification or Cancellation of Coverage. No insurance required by this Agreement may be reduced in coverage, modified, or cancelled without 30 days' written notice to SVMHS. All policy renewals during the term of insurance policies must be equal, or better, in terms and limits.

2.6 Primary Insurance. All liability policies required by Construction Manager under this Agreement are primary and non-contributory to any similar insurance maintained by SVMHS for its own respective benefit.

2.7 Waivers of Subrogation. Construction Manager will waive all rights against SVMHS, as well as any other additional insureds set forth in Article 2.3 for loss or damage to the extent reimbursed by any property insurance. A waiver of subrogation is effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged. This waiver does not apply to professional liability insurance. If any applicable policies of insurance require an endorsement or consent of the insurance company to provide for continued coverage where there is a waiver of subrogation, the owner of those policies will cause them to either provide a "blanket waiver" endorsement or a subrogation endorsement that includes the name of the Project and the location of the Project site.

2.8 Deductibles and Self-Insured Retentions. All deductibles and/or self-insured retentions are the sole responsibility of the first named insured and are not a reimbursable expense as such insurance coverage is included in overhead.

3. SPECIFIC PROVISIONS.

3.1 Workers Compensation. Coverage will include insurance as required by California state law and employer's liability coverage per Article 1.

3.2 Commercial General Liability (CGL). Commercial general liability coverage with combined single limits and aggregates in the amounts listed in Article 1. The insurance must cover all operations of the Construction Manager and must include, but is not limited to: (i) premises and operations liability; (ii) completed operations and products liability; (iii) contractual liability for liability assumed under this Agreement; (iv) broad form property damage liability (including loss of use); (v) medical and personal injury liability including coverage for sickness, disease, and death; (vi) explosion, collapse, and underground hazards; (vii) personal and advertising injury; (viii) severability of interests; and (ix) cross-liability.

3.3 Automobile Liability. Commercial automobile liability insurance must be issued on policies at least as broad as ISO Form CA 00 01, CA 00 05, CA 00 12 or CA 00 20 with each accident limits as stated in Article 1. This insurance must apply to bodily injury and property damage for all owned, non-owned, or hired vehicles to be used by the insured in performance of its obligations under this Agreement.

3.4 Occurrence Basis. All commercial general liability and automobile liability policies must be written on an occurrence basis.

3.5 Professional Liability. Construction Manager must have coverage for damages caused by Construction Manager's negligent acts, errors, or omissions arising out of the

performance of the Services. Construction Manager's coverage must be in the amounts specified in Article 1.

3.6 Excess Liability Umbrella/excess policies must be following form or written on policies with coverage at least as broad as each and every one of the underlying policies, including completed operations and contractual liability, with limits as stated in Article 1.

4. MISCELLANEOUS

4.1 Evidence Prior to Final Payment. Prior to receipt of final payment under the Agreement, the Construction Manager must provide evidence that its insurance coverages are effective as required by this Exhibit 5.

4.2 Additional SVMHS Remedy. If the Construction Manager does not comply with the requirements of this Exhibit, SVMHS may provide insurance coverage to protect SVMHS and back-charge Construction Manager for the cost of that insurance.

4.3 Insurance Does Not Limit Liability. Insurance coverage maintained by the Construction Manager does not limit the extent of liability or indemnity of the Construction Manager under the Agreement or applicable law.

4.4 Modifications Only in Writing. The coverage and limits of insurance required by this Exhibit may not be altered, modified, or changed except as expressly agreed to in writing. No course of dealing or acceptance of certificates or policies will constitute a waiver of any of these insurance requirements.

Board Paper: Finance Committee

Request: Board Consider Approval of 3-year Renewal of Our Firewall Security Solution Through CDW Government, a Supplier of SVMHS's Group Purchasing Organization, and Contract Award

Executive Sponsor: Augustine Lopez, CFO

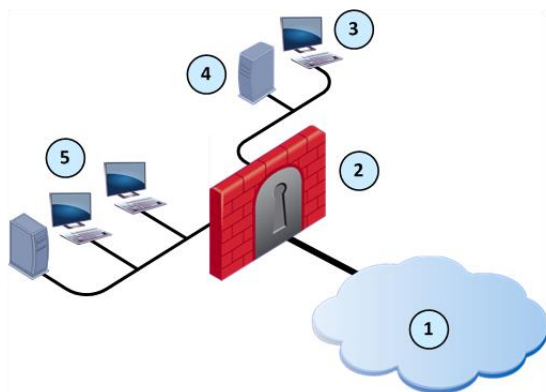
Date: August 10, 2022

Executive Summary

Salinas Valley Memorial Healthcare System (SVMHS) has a firewall security solution inclusive of software and maintenance support to continue to protect our network from the internet. The solution also includes network segmentation and internal network firewall. This is an existing solution and we are seeking 3-year renewal of the licensing and support.

Firewalls control the traffic between the internal and external networks and are the core of a strong network security policy. The Firewall Architecture supplies "next-generation" firewall features, including:

- VPN and mobile device connectivity
- Identity and computer awareness
- Internet access and filtering
- Application control
- Intrusion and threat prevention
- Data Loss Prevention



Item	Description
1	Internet and external networks
2	Security Gateway
3	Firewall Console
4	Security Management Server
5	Internal network

Financial/Quality/Safety/Regulatory Implications

Key Contract Terms	Vendor: CDW-Government
1. Proposed effective date	October 1, 2022
2. Term of agreement	10/1/2022 – 9/30/2025
3. Renewal terms	Auto-renewal
4. Termination provision(s)	Annual Subscription & Support

5. Payment Terms	Net 30 per Vizient GPO
6. Annual maintenance	\$296,221.68 annually \$888,665.04 (3-year renewal). 31% Cost Savings by going with a 3-year renewal.
7. Contract number	#1001.4158
8. Budgeted (indicate y/n, include CIP, if any)	Yes, IT Operational Budget

Recommendation

Board consider approval of 3-year renewal of our firewall security solution through CDW Government, a supplier of SVMHS's group purchasing organization, and contract award in the amount of \$888,665.04.

Attachments

- Board Checklist
- CDW-G Quote MVQC636
- CDW-G Quote MVQN994
- CDW-G GPO Contract Brief

Finance Committee Board Paper

Agenda Item: **Consider Recommendation for Board Approval of Project Budget for Renovations to 559 Abbott Street for Urology Services**

Executive Sponsor: John Tejeda, D.H.A., FACHE, Chief Operating Officer, SVMC Business Development & Physician Integration

Date: September 9, 2022

Executive Summary

In order to continue to address a critical medical need for our community, SVMHS is pursuing renovations to a portion of an existing medical office building owned by SVMHS at 559 Abbott Street in Salinas. Over the past year SVMC Urology consisted of one general Urologist who has been extremely busy in addressing the urological needs of our community. Dr. Len Renfer has done an exemplary job in doing so however the need cannot be met with just Dr. Renfer. This past August 1 we successfully recruited a second general Urologist by the name of Dr. Ryan Griggs. Our goal is to continue to recruit and place 2 additional Urologists with Robotic surgery experience. Current project planning contemplates a medical office clinic that includes nine exam rooms, one procedure room, lab area, physician documentation area, waiting area and other areas to support a urology service line. The SVMHS executive team is requesting approval for a total project budget of three million three hundred seventy-nine thousand six hundred and twenty-eight dollars (\$3,379,628.00) to complete the necessary improvements to the building.

Timeline:

September 19, 2022 – Request SVMHS Finance Committee Recommendation for Project Funding
 September 22, 2022 – SVMHS Board of Directors Meeting/Consider Recommendation for Funding Approval
 October 2022 – February 2023 – Design and Agency Permitting
 February 2023 – Request Board of Directors/Consider Recommendation for Approval of Construction Contract Award
 March 2023 – Construction Commences
 June 2023 – Activate Clinic

Meeting our Mission, Vision, Goals

Strategic Plan Alignment:

This project is aligned with the strategic initiatives outlined in our most recent strategic planning work for service line growth, and developing partnerships that drive value for our patients. SVMHS does not currently surgically care for any Urological Cancers of the bladder, prostate, or kidney. These procedures are currently referred out of our area. Dr. Renfer has referred over 50 of these procedures outside of Monterey County over the past seven months, which we could then retain with our proposed growth plan. Our plan would also increase the number of encounters and procedures at SVMC we currently deliver care for.

Pillar/Goal Alignment:

Service People Quality Finance Growth Community

Financial/Quality/Safety/Regulatory Implications

Fiscal 2023 projected cost	\$3,379,628
<u>Direct and Indirect Construction Costs</u>	\$2,843,694
<u>Furniture, Furnishings + Equipment</u>	\$375,000

Project Contingency
Owner Reserves

\$160,934

- This project was not included in the FY23 Capital Budget
- However, in FY22, the board approved \$1m to purchase the existing urology practice building. This funding was not spent, as the urology practice sold the building to a different purchaser before joining SVMC.
- The remaining FY23 capital is anticipated to be covered by reduced FY23 cash flow from the SVMC North Salinas clinic project which is in the FY23 Strategic Capital Budget at \$19m

Capital Need	Source of Budget Coverage (FY23)
\$3.4m for Urology Practice	\$1.0m Unspent Capital from FY22 Urology practice purchase
	\$2.4m Anticipated variance from North Salinas Clinic construction being pushed into FY24

Recommendation

Consider recommendation for Board approval of project budget for development of the SVMC Urology Clinic located at 559 Abbott Street for a total project budget of three million three hundred seventy-nine thousand six hundred and twenty-eight dollars (\$3,379,628.00)

Attachments

- Anticipated Project Cost Model prepared at programming stage
- Project Schedule prepared at programming stage

Salinas Valley Memorial Healthcare System

Project Cost Model: 559 Abbott Urology Clinic

Architect: WRD Architects

Subject: Cost Model prepared at Programming Phase

Date Printed: 9/5/2022

Budget Amount: In Development

Budget Approved Date:

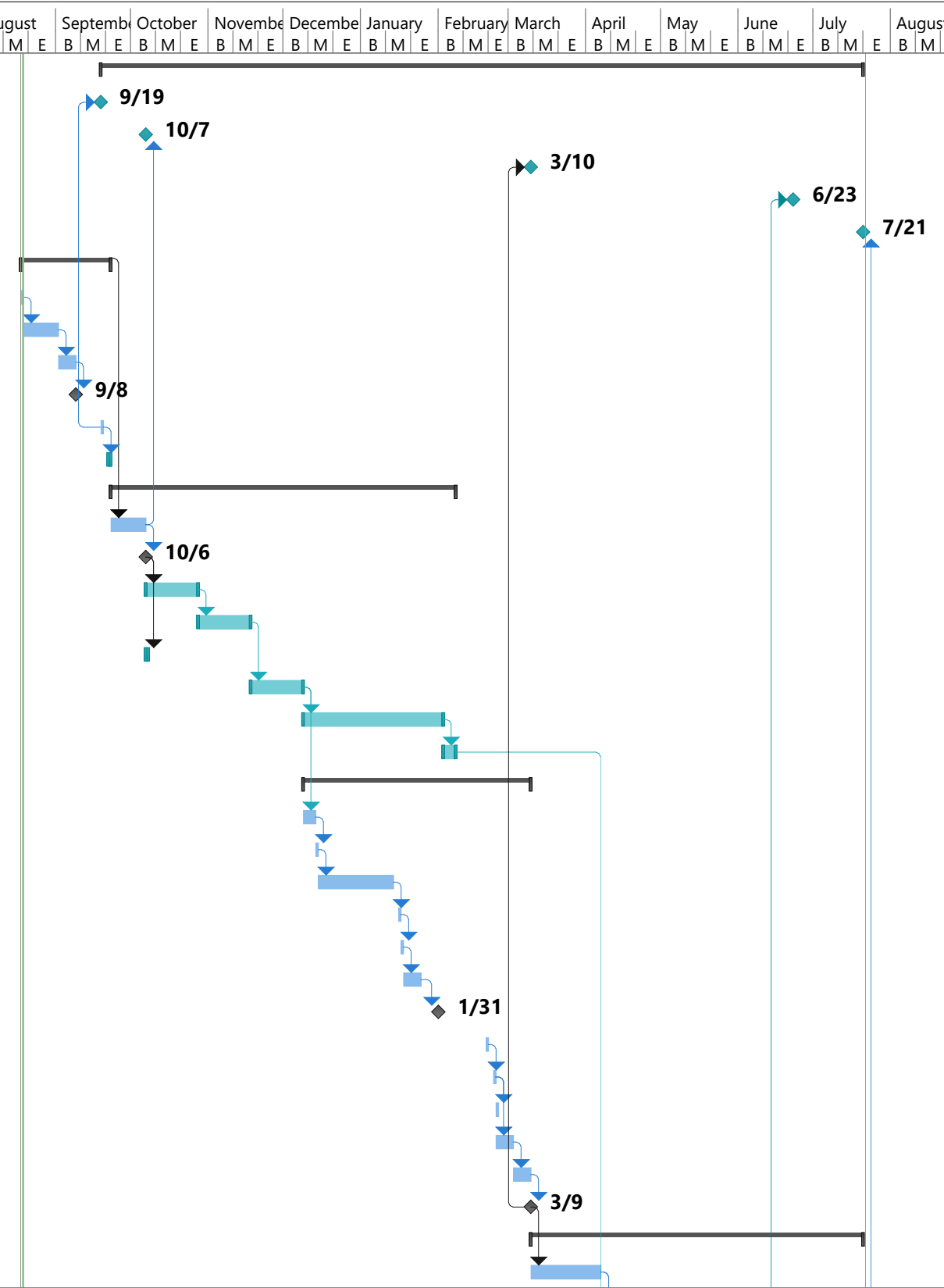
Version 1

Anticipated Completion: Varies (See Comments)

Prepared by: SL

Budget Summary			
Line Item	Description	A Budget	NOTES
	1 Construction		
100	Construction - Tenant Improvements First Level	\$2,136,098	Medical Office Building TI - B Occupancy 3744 SF - includes 3% escalation
101	Owner Contingency (Estimating & Construction)	\$149,527	7% of Construction Costs
	2 Design		
200	Professional Fees - Fixed	\$150,000	Design Fees
201	Professional Fees - T+M	\$9,500	Hazardous Material Survey (Lead + ACM)
	3 Inspections and Consultation		
301	Special Inspections	\$15,000	
	4 AHJ Fees		
401	City Fees	\$68,569	3% of Construction Costs
401	TAMC Fees	excl	Regional Circulation Fees
401	Monterey One Fees	\$25,000	(N) Plumbing Fixture Impact Fees
	5 Soft Costs		
502	Program Management	\$290,000	10 Months
	6 Site Work		
601	Exterior Access Points + Signage	\$0	Presume re-use of existing without modification
	7 FF&E		
701	Furniture	\$80,000	
702	Equipment	\$175,000	
703	Data & Phone - Comcast	\$15,000	
703	Data & Phone Equipment - Switches + MPOE + Wiring + Phones + WAP + Access Control	\$50,000	Verify Contract responsibility - Carrying 45 drop cable allowance at \$950/ea
704	Furnishings	\$40,000	
705	Signage - Exterior	\$15,000	Monument + Building Signage Adjustment Allowance
	99 Contingency		
9900	Project Contingency	\$160,935	5% of Project Costs
Totals		\$3,379,628	

ID	Task Mode	Task Name	Duration	Start	Finish	August			Septemb			October			November			December			January			February			March			April			May			June			July			August		
						B	M	E	B	M	E	B	M	E	B	M	E	B	M	E	B	M	E	B	M	E	B	M	E	B	M	E	B	M	E	B	M	E	B	M	E	B	M	E
1		Milestones	219 days	Mon 9/19/22	Fri 7/21/23																																							
2		Project Funding Approved	0 days	Mon 9/19/22	Mon 9/19/22																																							
3		Notice of Award to Design Team	0 days	Fri 10/7/22	Fri 10/7/22																																							
4		Notice to Proceed for General Contractor	0 days	Fri 3/10/23	Fri 3/10/23																																							
5		Staff and Stock/Substantial Completion of Construction	0 days	Fri 6/23/23	Fri 6/23/23																																							
6		Completion	0 days	Fri 7/21/23	Fri 7/21/23																																							
7		Budgeting Documentation for Funding	26 days	Thu 8/18/22	Thu 9/22/22																																							
8		Release WRD for Initial Budgeting Summary	1 day	Thu 8/18/22	Thu 8/18/22																																							
9		WRD Deliverable with Schematic + MEP Narratives	2 wks	Fri 8/19/22	Thu 9/1/22																																							
10		Bogard Development of Budget	1 wk	Fri 9/2/22	Thu 9/8/22																																							
11		Budget Completion for Funding Request at Finance Committee	0 days	Thu 9/8/22	Thu 9/8/22																																							
12		Finance Committee	1 day	Mon 9/19/22	Mon 9/19/22																																							
13		Board Approval	1 day	Thu 9/22/22	Thu 9/22/22																																							
14		Design + Agency Permitting	98 days	Fri 9/23/22	Tue 2/7/23																																							
15		Contract with Design Team	2 wks	Fri 9/23/22	Thu 10/6/22																																							
16		Notice to Proceed for Design Team	0 days	Thu 10/6/22	Thu 10/6/22																																							
17		Validate Programming + Schematic Design	3 wks	Fri 10/7/22	Thu 10/27/22																																							
18		Design Development	3 wks	Fri 10/28/22	Thu 11/17/22																																							
19		Environmental Testing	1 day	Fri 10/7/22	Fri 10/7/22																																							
20		Construction Documents	3 wks	Fri 11/18/22	Thu 12/8/22																																							
21		City of Salinas Review	8 wks	Fri 12/9/22	Thu 2/2/23																																							
22		Permit Issuance	3 days	Fri 2/3/23	Tue 2/7/23																																							
23		Procure General Contractor	65 days	Fri 12/9/22	Thu 3/9/23																																							
24		Develop Advertisement for Bid	3 days	Fri 12/9/22	Tue 12/13/22																																							
25		Issue Bid Documents on CCBA	1 day	Wed 12/14/22	Wed 12/14/22																																							
26		Bid Period	22 days	Thu 12/15/22	Fri 1/13/23																																							
27		Pre-bid Conference	1 day	Mon 1/16/23	Mon 1/16/23																																							
28		Receive Pre-Bid Questions	1 day	Tue 1/17/23	Tue 1/17/23																																							
29		Respond to Pre-Bid Questions	1 wk	Wed 1/18/23	Tue 1/24/23																																							
30		Close Bid Period	0 days	Tue 1/31/23	Tue 1/31/23																																							
31		Finance Committee	1 day	Mon 2/20/23	Mon 2/20/23																																							
32		Board Approval	1 day	Thu 2/23/23	Thu 2/23/23																																							
33		Notice of Intent to Award	1 day	Fri 2/24/23	Fri 2/24/23																																							
34		Bid Protest Period	1 wk	Fri 2/24/23	Thu 3/2/23																																							
35		Contract Recordation	1 wk	Fri 3/3/23	Thu 3/9/23																																							
36		Notice to Proceed to General Contractor	0 days	Thu 3/9/23	Thu 3/9/23																																							
37		Construction	95 days	Fri 3/10/23	Thu 7/20/23																																							
38		Submittals	4 wks	Fri 3/10/23	Thu 4/6/23																																							

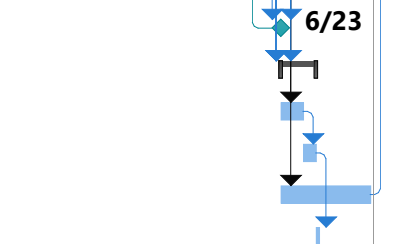


Project: 559 Abbott SVMC Urol
Date: Fri 8/19/22

Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			



ID	Task Mode	Task Name	Duration	Start	Finish	August	Septemb	October	Novembe	Decembe	January	February	March	April	May	June	July	August
						B	M	E	B	M	E	B	M	E	B	M	E	B
39	→	Material Procurement	8 wks	Fri 4/7/23	Thu 6/1/23									■				
40	→	Mobilization	1 day	Fri 4/7/23	Fri 4/7/23									■				
41	→	Utility Safeoff	1 day	Mon 4/10/23	Mon 4/10/23									■				
42	→	Selective Demolition	4 days	Mon 4/10/23	Thu 4/13/23									■				
43	→	Rough Installation	4 wks	Fri 4/14/23	Thu 5/11/23									■				
44	→	Roof Equipment	2 wks	Fri 6/2/23	Thu 6/15/23													
45	→	Interior	4 wks	Fri 5/12/23	Thu 6/8/23													
46	→	Exterior Site Improvements	2 wks	Fri 5/12/23	Thu 5/25/23													
47	→	Commissioning	10 days	Fri 6/9/23	Fri 6/23/23													
48	→	Punchlist	1 wk	Fri 6/16/23	Thu 6/22/23													
49	→	Startup, Test, CxA	1 wk	Fri 6/9/23	Thu 6/15/23													
50	→	Furnish and Install Medical Equipment (New)	1 wk	Fri 6/9/23	Thu 6/15/23													
51	→	Furnish and Install Furniture + Furnishings + Technology	1 wk	Fri 6/9/23	Thu 6/15/23													
52	→	Certificate of Occupancy	0 days	Fri 6/23/23	Fri 6/23/23													
53	→	Occupancy	7 days	Fri 6/23/23	Mon 7/3/23													
54	→	Activation	1 wk	Fri 6/23/23	Thu 6/29/23													
55	→	Move Existing Medical Equipment, Furniture, Furnishings	2 days	Fri 6/30/23	Mon 7/3/23													
56	→	Closeout	4 wks	Fri 6/23/23	Thu 7/20/23													
57	→	Securing Vacated Area of Existing Clinic	1 day	Tue 7/4/23	Tue 7/4/23													



Project: 559 Abbott SVMC Urol
Date: Fri 8/19/22

Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			

*PERSONNEL, PENSION AND
INVESTMENT COMMITTEE*

*Minutes of the September 20, 2022
Personnel, Pension and Investment Committee
will be distributed at the Board Meeting*

(REGINA M. GAGE)

*CORPORATE COMPLIANCE AND
AUDIT COMMITTEE*

*Minutes of the September 20, 2022
Corporate Compliance and Audit Committee
will be distributed at the Board Meeting*

(JUAN CABRERA)

Medical Executive Committee Summary – September 8, 2022

Items for Board Approval:

Credentials Committee

Initial Appointments:

APPLICANT	SPECIALTY	DEPT	PRIVILEGES
Arreola, Guadalupe, MD	Family Medicine	Family Medicine	Taylor Farms Family Health & Wellness Center – Active Community
Brown, Farah, MD	Radiology	Surgery	Remote Radiology
Capron, Kelsey, MD	Family Medicine	Family Medicine	Family Medicine Adult Family Medicine Pediatrics & Well Newborn Family Medicine Category 1 & II Obstetrical
Chamsuddin, Abbas, MD	Radiology	Surgery	Remote Radiology
Chen, Eric, MD	Radiology	Surgery	Remote Radiology
Chung, Natalie, MD	Ophthalmology	Surgery	Ophthalmology
Dawson-Jones, Lanita, MD	Radiology	Surgery	Remote Radiology
Feeney, Craig, MD	Radiology	Surgery	Remote Radiology
Gilbert, Stewart, MD	Radiology	Surgery	Remote Radiology
Halio, Michon, MD	Radiology	Surgery	Remote Radiology
Hewett, Lee, MD	Radiology	Surgery	Remote Radiology
Khan, Jehanzeb, MD	Radiology	Surgery	Remote Radiology
Lalaji, Anand, MD	Radiology	Surgery	Remote Radiology
Lalaji, Tejal, MD	Radiology	Surgery	Remote Radiology
Millmond, Steven, MD	Radiology	Surgery	Remote Radiology
Moesch, Dean, MD	Radiology	Surgery	Remote Radiology
Patel, Vikram, MD	Gastroenterology	Medicine	Gastroenterology
Piampiano, Peter, MD	Radiology	Surgery	Remote Radiology
Safvi, Amjad, MD	Radiology	Surgery	Remote Radiology
Sami, Faisal, MD	Radiology	Surgery	Remote Radiology
Sanghi, Amit, DO	Radiology	Surgery	Remote Radiology
Sarai, Arvinderpaul, MD	Radiology	Surgery	Remote Radiology
Silva, Patricia, MD	Radiology	Surgery	Remote Radiology
Sinelnikov, Alex, MD	Radiology	Surgery	Remote Radiology
Swanson, Maija, MD	Family Medicine	Family Medicine	Family Medicine Adult Family Medicine Pediatrics & Well Newborn Family Medicine Category 1 & II Obstetrical
Tenenberg, David, MD	Radiology	Surgery	Remote Radiology
Uchtmann, Nathaniel, MD	Internal Medicine	Medicine	Adult Hospitalist
Uddin, Qazi, MD	Radiology	Surgery	Remote Radiology
Zinn, William, MD	Radiology	Surgery	Remote Radiology

Reappointments:

Jordan, Patrick, DPM	Podiatry	Surgery	Podiatry: Category A & B
Moulton, Kimberly, MD	Emergency Medicine	Emergency Medicine	Emergency Medicine
Mrelashvilli, Davit, MD	Neurology	Medicine	Tele-Neurology

Mukai, Kanae, MD	Cardiology	Medicine	Cardiology Cardiac Diagnostic Outpatient Center (CDOC) at San Jose Street Center for Advanced Diagnostic Imaging (CADI) at Ryan Ranch
Page, Jon, MD	Ophthalmology	Surgery	Ophthalmology
Poudel, Mahendra, MD	Infectious Disease	Medicine	Infectious Disease
Stehmeier, Ian, MD	Emergency Medicine	Emergency Medicine	Emergency Medicine
Sunde, Douglas, MD	Plastic Surgery	Surgery	Surgery – Active Community
Vecchione, Michael, MD	Neurology	Medicine	Tele-Neurology
Waloff, Ronald, MD	Gastroenterology	Medicine	Gastroenterology General Internal Medicine
Wong, William Wai-Yip, MD	Anesthesiology	Anesthesiology	Anesthesiology

Staff Status Modifications:

NAME	SPECIALTY	STATUS
King, Allen, MD	Endocrinology	Emeritus Staff effective August 15, 2022
Rogich, Jerome, MD	Emergency Medicine	Provisional to Active Staff
Blakemore, Tonya, MD	Pediatrics	Leave of Absence extended to March 31, 2023
Faber, Theodore, MD	Tele-Neurology	Resignation effective July 17, 2022.
Karlin, David, MD	Tele-Radiology	Resignation effective September 29, 2022
Karwowski, Elisa, MD	Tele-Psychiatry	Resignation effective August 31, 2022
Lee, Jennae, MD	Pediatrics	Resignation effective September 3, 2022
Ludlow, Karen, MD	Family Medicine	Resignation effective September 30, 2022

Privilege Modifications:

NAME	SPECIALTY	PRIVILEGE(S)
Griffin, Matthew, MD	Orthopedic Surgery	Core privileges at Regional Wound Care Center
Tammany, Alison, DO	Colorectal and General Surgery	Robotic Surgery and core Colorectal Surgery

Temporary Privileges:

NAME	SPECIALTY	DATES
Arreola, Guadalupe, MD	Family Medicine	9/1/2022 – 9/6/2022

Other Items: (Attached)

Dept of Anesthesiology: Clinical Privileges Delineation – Pain Management	The Committee recommended approval of the revision to proctoring requirements as submitted.
Dept of Ob/Gyn – Clinical Privileges Delineation – Revisions	The Committee recommended approval of the revisions as submitted.
Dept of Surgery – Clinical Privileges Delineation – Colorectal Surgery	The Committee recommended approval of the addition of Colorectal Surgery to the General Surgery clinical privilege delineation.
Dept of Surgery – Clinical Privileges Delineation – Robotic Surgery NEW	The Committee recommended approval of the new clinical privilege delineation for Robotic Surgery.
Dept of Surgery – Clinical Privileges Delineation – Hand Surgery Revision to Reappointment Criteria	The Committee recommended approval of the revision as submitted.

Interdisciplinary Practice Committee

Initial Appointment:

NAME	SPECIALTY	DEPARTMENT	SUPERVISING PHYSICIAN
Ecoro Nzang, Sara, NP	Nurse Practitioner	Medicine	Physician Assistant SVMC Outpatient Infusion Center Privileges Practice Agreement: Core with Special Privileges
Knuteson, Laureen, PA-C	Physician Assistant	Surgery	Physician Assistant Clinical Privileges Practice Agreement: Core with surgical Privileges
Wharram, Jennifer, PA-C	Physician Assistant	Medicine	Physician Assistant SVMC Outpatient Infusion Center Privileges Practice Agreement: Core with Special Privileges

Reappointment: None

Staff Status Modifications:

NAME	SPECIALTY	STATUS
Dunivan, Allison, PA-C	Physician Assistant	Resignation at end of current term; 9/30/2022.
Goodman, C Dawn, NP	Nurse Practitioner	Resignation effective October 21, 2022.

Temporary Privileges:

NAME	SPECIALTY	DATES
Davis, Chris, PA-C	Physician Assistant Cardiac Surgery	9/6/2022 – 10/05/2022

Other Items: (Attached)

PA Robotics Surgery Assisting Privileges	Privileges for Robotic Surgery Assisting to be added to surgical PA privilege form.
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Informational Items:

I. Committee Reports: Quality and Safety

- a. Patient Experience
- b. Medicare Readmission Reduction Program
- c. Diagnostic Imaging and Mammography Departments
- d. Glycemic Control
- e. Pain and Opioid Committee Update

II. Other Reports:

- a. Financial Update July 2022
- b. Executive Update August 13, 2022
- c. Summary of Executive Operations Committee Meetings
- d. Summary of Medical Staff Department/Committee Meetings – August 2022
- e. Medical Staff Treasury 09/01/2022
- f. Medical Staff Statistics
- g. HCAHPS Update 09/02/2022



Clinical Privileges Delineation Anesthesiology

Applicant Name: _____

Qualifications:

To be eligible to apply for core privileges in anesthesiology, the applicant must meet the following qualifications:

1. Current certification or active participation in the examination process leading to certification in anesthesiology by the American Board of Anesthesiology or the American Osteopathic Board of Anesthesiology.

OR

2. Successful completion of an ACGME- or AOA-accredited post-graduate training program in anesthesiology.

AND

Documentation of the provision of 400 hospital/surgery center anesthesiology cases performed within the past 24 months or demonstrate successful participation in a hospital-affiliated formalized residency or special clinical fellowship.

New applicants will be requested 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 Privilege 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.

General Anesthesiology core privileges

Management of patients, rendered unconscious or insensible to pain and emotional stress during surgical, obstetrical and certain other medical procedures; including preoperative, intraoperative and postoperative evaluation and treatment; the support of life functions and vital organs under the stress of anesthetic, surgical and other medical procedures; medical management and consultation in pain management; direct resuscitation in the care of patients with cardiac or respiratory emergencies, including the need for artificial ventilation, pulmonary care, and supervision of patients in post-anesthesia care units.

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.

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Reappointment Criteria for Core Privileges:

Applicant must provide reasonable evidence of current ability to perform requested privileges; those physicians who have fewer than 150 patient contacts per year in the hospital/surgery center, and cannot provide documentation of current competence from another facility, will have all of their in-house patient contacts reviewed by the department wherein they are granted privileges until such time as current competence is affirmed.

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.

R	A	C	N	Procedure	Initial Appointment	Proctoring	Reappointment
				Comprehensive Pain Management	Additional residency or fellowship program in pain management	Five (5) cases <u>One (1) Case</u>	Five (5) cases within the past 24 months
					OR subspecialty certification for Pain Management (PM), eligibility for participation in the examination process for PM OR documentation of equivalent experience OR Core privileges plus documentation of current training and/or experience in the management of chronic pain		

(R)=Requested (A)=Recommended as Requested (C)=Recommended w/Conditions (N)=Not Recommended

R	A	C	N	Procedure	Initial Appointment	Proctoring	Reappointment
				TEE-Basic	1. Documentation of inclusion in Residency or Fellowship training completed within the past 24 months OR 2. Completion of a 20-hour didactic TEE course within the past 24 months. Previous Experience Documentation of 20 TEEs performed hands-on within the past 24 months	Option 1: 1 Case	5 TEE cases within the past 24 months
						Option 2: 5 cases	
				Use of Fluoroscopy	Current California State X-Ray S&O Fluoroscopy Certification	None	Current California State X-Ray S&O Fluoroscopy Certification

Salinas Valley Memorial Healthcare System - Department of Anesthesiology

Definition - Comprehensive Pain Management: Comprehensive management of acute, chronic and/or cancer pain utilizing a broad range of peripheral nerve block procedures, epidural and subarachnoid injections, joint and bursal sac injections, cryotherapeutic techniques, epidural, subarachnoid, or peripheral neurolysis, electrical stimulation techniques, implanted epidural and intrathecal catheters, ports, and infusion pumps; acupuncture and acupressure, hypnosis, stress management, and relaxation techniques, trigeminal ganglionectomy, peripheral neurectomy and neurolysis, sympathectomy techniques, alternative pain therapies and management of local anesthetic overdose including airway management and resuscitation; management of therapies, side effects and complications of pharmacologic agents used in pain management.

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

1. Airway management
2. Anesthesia for laser surgery of the airway
3. Arterial and central venous cannulation
4. Cardiac anesthesia
5. Central neuraxial blockade (spinal, epidural)
6. Diagnostic and therapeutic management of acute and chronic pain
7. General anesthesia including invasive monitoring; respiratory therapy, including long-term ventilatory support; and airway management, including cricothyroidotomy
8. Initiation of Q Pump Relief System
9. Intravenous conscious sedation
10. Local and regional anesthesia with and without sedation, including topical, and infiltration, minor and major nerve blocks. intravenous blocks, spinal, epidural, and major plexus blocks
11. Management of common intraoperative problems
12. Management of common PACU problems
13. Management of acute perioperative pain
14. Management of fluid, electrolyte. and metabolic parameters
15. Management of hypovolemia from any cause
16. Management of malignant hyperthermia
17. Manipulation of body temperature
18. Manipulation of cardiovascular parameters
19. Obstetric anesthesia
20. Peripheral nerve block
21. Preoperative evaluation/anesthetic
22. Pulmonary artery catheter insertion and management consultation
23. Resuscitation of patients of all ages
24. Sedation/monitored anesthetic care
25. Sedation and analgesia
26. Single lung anesthesia

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

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

Signature:

Date:

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Clinical Privileges Delineation Obstetrics & Gynecology

Applicant Name: _____

Scope: Obstetrics & Gynecology, Female Pelvic Medicine and Reconstructive Surgery (Urogynecology), Gynecologic Oncology, ~~Reproductive Endocrinology and~~ and Maternal Fetal Medicine: New applicants for all privileges will be required to provide documentation of the number and types of hospital cases within 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.

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.

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.

OBSTETRICS: To be eligible to apply for core privileges in obstetrics, the applicant must meet the following qualifications:

Initial Appointment:

- Current certification or board eligibility in obstetrics and gynecology by the American Board of Obstetrics and Gynecology or the American Osteopathic Board of Obstetrics and Gynecology.

And

- Documentation of at least 100 deliveries, including at least 20 C-Sections or 25 C-Section assists, in the past 24 months or demonstrate successful participation in a hospital-affiliated formalized residency or special clinical fellowship within the past 24 months.

And

- Completion of an American College of Obstetricians and Gynecologists (ACOG) endorsed fetal monitoring strip interpretation course that includes NICHD nomenclature within three months of appointment

Reappointment Criteria for Core Obstetrical Privileges:

- Applicant must provide reasonable evidence of current ability to perform requested privileges, at a minimum this shall include documentation of 25 deliveries; 10 of which must be C-Sections or C-Section assists.

And

- Participation in the annual assessment of EFM (electronic fetal monitoring) principles (assessed at the time of reappointment).

Obstetrics Core Privileges (*check box if requested*)

Requested

Admit, evaluate, diagnose, treat and provide consultation to pregnant (~~≥12 week pregnancy~~) patients ~~of all ages~~, and/or provide medical and surgical care of the female reproductive system, including major medical diseases that are complicating factors in pregnancy. The core privileges in this specialty include the procedures on the attached procedure list and such other procedures that are extensions of the same techniques and skills.

GYNECOLOGY: To be eligible to apply for core privileges in gynecology, the applicant must meet the following qualifications:

Initial Appointment:

- Current certification or board eligibility in obstetrics and gynecology by the American Board of Obstetrics and Gynecology or the American Osteopathic Board of Obstetrics and Gynecology.

And

- Documentation of at least 50 gynecological surgical procedures in the past 24 months or demonstrate successful participation in a hospital-affiliated formalized residency or special clinical fellowship within the past 24 months.

Reappointment Criteria for Core Gynecologic Privileges:

Applicant must provide reasonable evidence of current ability to perform requested privileges, at a minimum this shall include documentation of 25 gynecologic procedures; 10 of which must be major procedures.

Gynecology Core privileges (*check box if requested*)

Requested

Admit, evaluate, diagnose, treat and provide consultation to pregnant (~~≤12 week pregnancy~~) patients of all ages; pre-, intra- and post-operative care necessary to correct or treat female patients of all ages presenting with injuries and disorders of the female reproductive system and the genitourinary system and non-surgically treat disorders and injuries of the mammary glands. The core privileges in this specialty include the procedures on the attached procedure list and such other procedures that are extensions of the same techniques and skills.

GYNECOLOGIC ONCOLOGY: To be eligible to apply for core privileges in gynecologic oncology, the applicant must meet the following qualifications:

Initial Appointment:

- As for gynecology plus, current certification or board eligibility in gynecologic oncology by the American Board of Obstetrics and Gynecology or Special Qualifications in gynecologic oncology by the American Osteopathic Board of Obstetrics and Gynecology or alternative specialty training. The alternative specialty training for physicians without completion of an accredited fellowship program in gynecologic oncology must be evaluated on a case-by-case basis, looking specifically at the physician's relevant postgraduate continuing medical education and recent gynecologic oncological surgery experience.

And

- Documentation of the performance of at least 25 gynecologic oncology procedures within the past 24 months.

And

- 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.

Reappointment Criteria for Core Gynecologic Oncology Privileges:

Applicant must provide reasonable evidence of current ability to perform requested privileges, at a minimum this shall include documentation of 25 gynecologic oncology procedures.

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.

Gynecologic Oncology Core privileges (check box if requested)

Requested

Includes all core privileges for Gynecology plus, admit, evaluate, diagnose, treat, provide consultation and surgical and therapeutic treatment to female patients with gynecologic cancer and complications resulting therefrom, including carcinomas of the cervix, ovary and fallopian tubes, uterus, vulva, pelvis, and vagina. Also included within this core set of privileges are microsurgery, chemotherapy, radical hysterectomy, vulvectomy, pelvic exenteration and staging by lymphadenectomy, and the performance of procedures on the bowel, liver, ureters, omentum, bladder, and other abdominal structures as indicated. 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.

UROGYNECOLOGY: To be eligible to apply for core privileges in urogynecology, the applicant must meet the following qualifications:

Initial Appointment:

~~To be eligible to apply for privileges in female pelvic medicine and reconstructive surgery, the applicant must meet the following criteria:~~

•The same as for obstetrics and gynecology

And

•Successful completion of an ABOG-approved fellowship in female pelvic medicine and reconstructive surgery/urogynecology or AOA-approved fellowship in female pelvic medicine and reconstructive surgery within the past 12 months

As for gynecology plus, current certification or board eligibility in FPMRS by the American Board of Obstetrics and Gynecology or Special Qualifications in gynecologic FPMRS by the American Osteopathic Board of Obstetrics and Gynecology or alternative specialty training. The alternative specialty training for physicians without completion of an accredited fellowship program in FPMRS must be evaluated on a case-by-case basis, looking specifically at the physician's relevant postgraduate continuing medical education and urogynecologic surgery experience.

•**Required current experience:** At least 4025 female pelvic medicine and reconstructive surgical procedures, reflective of the scope of privileges requested, within the past 24 months.

Reappointment Criteria for Core Urogynecology Privileges:

Applicant must provide reasonable evidence of current ability to perform requested privileges, at a minimum this shall include documentation of 625 successful Urogynecology procedures.

Female Pelvic Medicine and Reconstructive Surgery (Urogynecology) Core privileges: (check box if requested)

Requested

Includes all core privileges for Gynecology plus, admit, evaluate, diagnose, treat, and provide consultation and the pre-, intra-, and postoperative care necessary to correct or treat female patients of all ages presenting with injuries and disorders of the genitourinary system. Includes diagnosis and management of genitourinary and rectovaginal fistulae, urethral diverticula, injuries to the genitourinary tract, congenital anomalies (excluding the kidney and/or bladder), infectious and noninfectious irritative conditions of the lower urinary tract and pelvic floor, and the management of genitourinary complications of spinal cord injuries. May provide care to patients in the intensive care setting in conformance with unit policies. Assess, stabilize, and determine the disposition of patients with emergent conditions consistent with medical staff policy regarding emergency and consultative call services. The core privileges in this specialty include the procedures on the attached procedures list and such other procedures that are extensions of the same techniques and skills.

MATERNAL FETAL MEDICINE: To be eligible to apply for core privileges in maternal and fetal medicine, the applicant must meet the following qualifications:

Initial Appointment:

- As for obstetrics plus, current certification or board eligibility in maternal-fetal medicine by the American Board of Obstetrics and gynecology or Special Qualifications in maternal-fetal medicine by the American Osteopathic Board of Obstetrics and Gynecology or alternative specialty pathway. The alternative specialty training for physicians without completion of an accredited fellowship program in maternal-fetal medicine must be evaluated on a case-by-case basis, looking specifically at the physician's relevant postgraduate continuing medical education and recent maternal-fetal medicine experience

And

Applicants must demonstrate that they provided MFM inpatient or consultative services for at least 50 patients in the past 12 months.

Reappointment Criteria for Core Maternal Privileges:

Applicant must provide reasonable evidence of current ability to perform requested privileges, at a minimum this shall include documentation of 25 maternal fetal medicine inpatient consultations.

Maternal-Fetal Medicine Core Privileges (check box if requested)

Requested

Admit, evaluate, diagnose, treat and provide consultation to female patients with medical and surgical complications of pregnancy such as maternal cardiac, pulmonary, metabolic, connective tissue disorders, and fetal malformations, conditions, or disease. 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: 2nd trimester amniocentesis, level 2 & 3 obstetrical ultrasound, chorionic villus sampling, and transvaginal and intra-abdominal cerclage placement.

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. At least one laparoscopic procedure must be proctored as part of core requirements.

OBSTETRICAL PROCTORING REQUIREMENTS FOR DELIVERIES

A minimum of 3 proctored deliveries - 2 of which must be C-Sections if C-Section privileges are requested (remaining delivery may be demonstrated by vaginal delivery or C-Section).

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	Proctoring	Reappointment
				Moderate Sedation	Current ACLS Certification AND Signed attestation of reading SVMH Sedation Protocol and learning module, AND Completion of written moderate sedation exam with minimum of 75% correct.	1	Current ACLS Certification AND Completion of written moderate sedation exam with minimum 75% correct AND Performance of at least two (2) Cases within the past 24 months

ADVANCED LAPAROSCOPY CRITERIA:

Applicant: Check box marked "R" to request privileges

R	A	C	N	Procedure	Initial Appointment	Proctoring	Reappointment
				Laparoscopic Burch Procedure (Laparoscopic Urethropexy)	Unrestricted "Operative laparoscopy" privileges AND Residency training in the advanced privilege requested or an approved, recognized hands-on course in the advanced procedure when such a course exists AND Privileges in the same procedure by laparotomy. Applicant must submit documentation of having assisted on or performed at least four (4) cases within the past 24 months for each procedure requested.	1 case proctored by a staff member with unrestricted laparoscopic burch privileges.	Documentation of successful performance of at least four <u>two (2)</u> cases within the past 24 months
				Laparoscopic Lymph Node Biopsy or Excision	Unrestricted "Operative laparoscopy" privileges AND Residency training in the advanced privilege requested or an approved, recognized hands-on course in the advanced procedure when such a course exists AND Privileges in the same procedure by laparotomy. Applicant must submit documentation of having assisted on or performed at least four (4) cases within the past 24 months for each procedure requested.	1 case proctored by a staff member with unrestricted laparoscopic lymph node biopsy or excision privileges.	Documentation of successful performance of at least four (4) cases within the past 24 months
				Laparoscopic Urethropexy— repair pelvic floor defects	Unrestricted "Operative laparoscopy" privileges AND Residency training in the advanced privilege requested or an approved, recognized hands-on course in the advanced procedure when such a course exists AND Privileges in the same procedure by laparotomy. Applicant must submit documentation of having assisted on or performed at least four (4) cases within the past 24 months for each procedure requested.	1 case proctored by a staff member with unrestricted laparoscopic urethropexy privileges.	Documentation of successful performance of at least four (4) cases within the past 24 months
				Combined with Laparoscopic Burch in a single special procedure and reduce reappointment volume requirement			

R	A	C	N	Procedure	Initial Appointment	Proctoring	Reappointment
				Laparoscopic Uterosacral Nerve Excision or Ablation	Unrestricted "Operative laparoscopy" privileges AND Residency training in the advanced privilege requested or an approved, recognized hands-on course in the advanced procedure when such a course exists AND Privileges in the same procedure by laparotomy. Applicant must submit documentation of having assisted on or performed at least four (4) cases in the past 2 years for each procedure requested.	1 case proctored by a staff member with unrestricted laparoscopic uterosacral nerve excision or ablation privileges.	Documentation of successful performance of at least four (4) cases within the past 24 months
				Laparoscopic Hysterectomy Or Supracervical	Unrestricted "Operative laparoscopy" privileges AND Residency training in the advanced privilege requested or an approved, recognized hands-on course in the advanced procedure when such a course exists AND Privileges in the same procedure by laparotomy. Applicant must submit documentation of having assisted on or performed at least four (4) cases within the past 24 months for each procedure requested.	1 case proctored by a staff member with unrestricted laparoscopic hysterectomy privileges.	Documentation of successful performance of at least four (4) cases within the past 24 months
				<u>Operation for treatment of urinary stress incontinence; vaginal approach, retropubic urethral suspension, sling procedure</u> AND Urethrovesical sling placement AND Paravaginal repair using mesh	Minimum formal training: The applicant must be able to demonstrate successful completion of an Accreditation Council for Graduate Medical Education (ACGME)/American Osteopathic Association (AOA)-accredited obstetrics and gynecology residency training program, which included reconstructive pelvic surgery training or an approved, recognized hands-on course, in the advanced procedure when such a course exists.	N/A	A total of five (5) reconstructive pelvic surgery procedures within the past 24 months

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Applicant: Check box marked "R" to request privileges

R	A	C	N	Procedure	Initial Appointment	Proctoring	Reappointment
				Interstim Sacral Nerve Stimulation	<p>The applicant must be able to demonstrate</p> <ol style="list-style-type: none"> 1. Successful completion of an Accreditation Council for Graduate Medical Education (ACGME) / AOA Accredited training program in FPMRS (Female Pelvic Medicine & Reconstructive Surgery) that included training in SNS <p>OR</p> <ol style="list-style-type: none"> 2. Completion of ACGME or AOA accredited residency in OB/GYN or urology and Completion of a training course in InterStim Therapy Sacral Nerve Stimulation <p>AND</p> <p>Demonstrate that they have performed at least six (6) InterStim Therapy sacral nerve stimulation simulator tests and implant procedures within the past 12 months</p>	1 case	Documentation of successful performance of at least six (6) cases within the past 24 months
				Use of Fluoroscopy	Current California State X-Ray S&O Fluoroscopy Certification	N/A	Current California State X-Ray S&O Fluoroscopy Certification

Salinas Valley Memorial Healthcare System

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

Obstetrics

1. Amnio infusion
2. Amniotomy
3. Amniocentesis, 3rd trimester
4. Induction of labor
5. Application of internal fetal and uterine monitors
6. Augmentation and induction of labor by use of Oxytocin
7. Caesarean hysterectomy
8. Caesarean section
9. Cervical biopsy or conization of cervix in pregnancy
10. D&C for abortion, less than 14 weeks
11. D&C for termination of pregnancy (greater than 14 weeks) – D&E
12. External cephalic version
13. Hypogastric artery ligation
14. Manual removal of placenta
15. Obstetrical ultrasound (limited)
16. Operative vaginal delivery (including forceps, vacuum extraction, breech extraction)
17. Postpartum D&C
18. Pudendal and paracervical blocks
19. Q-Pump Pain Relief System
20. Repair of fourth-degree perineal lacerations
21. Repair of cervical, vaginal or vulvar lacerations

Gynecology (Procedures marked with an asterisk [*] are considered “major” procedures)

1. *Adnexal surgery(including ovarian cystectomy, oophorectomy, salpingectomy, and conservative procedures for treatment of ectopic pregnancy)
2. *Anterior and posterior colporrhaphy and perineorrhaphy
3. ***Basic Operative laparoscopy:**
 - a. Diagnostic Laparoscopy
 - b. Tubal Sterilization
 - c. Management of ectopic pregnancy
 - d. Simple ovarian cysts
 - e. Adhesiolysis
 - f. Excision of and/or fulguration of endometriosis
 - ~~g. Oophorectomy and/or salpingectomy~~
 - ~~h. Laser pelviscopic laparoscopy~~
 - ~~i. Non laser pelviscopic laparoscopy~~
4. ~~*Burch, retropubic bladder neck suspension, laparotomy~~
5. Cervical biopsy
6. *Closure or repair of enterocele
7. *Colpoeleisis [Moved to Urogynecology core](#)
8. *Colpoplasty
9. Colposcopy
10. Cystoscopy as part of gynecological procedure
11. D&C
12. ~~Diagnostic laparoscopy~~

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- ~~13.12.~~ Endometrial ablation
- ~~14.13.~~ *Exploratory laparotomy for pelvic disorders
- 14. *Hysterectomy:
 - ~~a. ~~Abdominal~~~~
 - b. Vaginal
 - c. [Laparoscopic Assisted Vaginal \(LAVH\)](#)
 - d. Total Laparoscopic
 - ~~a.c.~~ [Laparooscopic Supracervical](#)
- 15. Hysteroscopy
- 16. I&D of Bartholin cyst or perineal abscess
- 17. *I&D of pelvic abscess
- 18. Incidental appendectomy
- 19. [Laparoscopic Assisted Vaginal Hysterectomy \(LAVH\)](#)
- 20. Marsupialization or excision of Bartholin cyst
- 21. *Metroplasty
- 22. *Myomectomy
- 23. Operations for sterilization (tubal ligation)
- 24. Q-Pump Pain Relief System
- 25. *Repair of rectocele, enterocele, cystocele, or pelvic prolapse (to include sphincteroplasty)
- 26. *[Sacrospinous fixation](#) [Moved to Urogynecology Core](#)
- 27. *[Transabdominal or vaginal paravaginal repair](#) [Moved to Urogynecology Core](#)
- 28. Treatment/Management of ectopic pregnancy
- 29. Umbilical hernia repair
- 30. *[Uterosacral-vaginal vault fixation](#) [Moved to Urogynecology Core](#)
- 31. *Vaginal hysterectomy
- 32. *[Vaginal vault suspension](#) [Moved to Urogynecology Core](#)
- 33. *[Vesicovaginal fistula, rectovaginal fistula repair](#) [Delete - Already listed in Urogynecology core](#)
- ~~34.33.~~ Vulvar biopsy
- ~~35.34.~~ Vulvectomy, simple

Gynecologic Oncology:

~~**Gynecology-**~~

- ~~1. Adnexal surgery (including ovarian cystectomy, oophorectomy, salpingectomy, and conservative procedures for treatment of ectopic pregnancy)~~
- ~~2. Cervical biopsy~~
- ~~4.1. Chemotherapy for gyn malignancies; Central venous vascular and intraperitoneal access port insertion~~
- ~~5. Colpocoeleisis~~
- ~~6. Colpoplasty~~
- ~~7. Colposcopy~~
- ~~8. Cystoscopy as part of gynecological procedure~~
- ~~9. D&C~~
- ~~10. Diagnostic laparoscopy~~
- ~~11. Exploratory laparotomy for pelvic disorders~~
- ~~12. Endometrial ablation~~
- ~~13.2.~~ Gynecologic ultrasound
- ~~14. Hysterectomy, abdominal or vaginal~~
- ~~15. Hysteroscopy~~
- ~~16. I&D of Bartholin cyst or perineal abscess~~
- ~~17. I&D of pelvic abscess~~
- ~~18. Incidental appendectomy~~
- ~~19. Marsupialization of Bartholin cyst~~
- ~~20. Minor gynecological surgical procedures~~
- ~~21. (endometrial biopsy, dilation and curettage, treatment of Bartholin cyst and abscess)~~
- ~~22. Metroplasty~~

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- ~~23. Myomectomy~~
- ~~24. Operations for sterilization (tubal ligation)~~
- ~~25. Percutaneous feeding~~
- ~~26. Q-Pump Pain Relief System~~
- ~~27. Urethrovaginal sling placement~~
- ~~28.~~
- 29. Oncology**
- ~~30. Microsurgery~~
- ~~31.3. Myocutaneous flaps, skin grafting~~
- ~~32.4. Para aortic and pelvic lymph node dissection~~
- ~~33.5. Pelvic exenteration~~
- ~~34.6. Q-Pump Pain Relief System~~
- ~~35.7. Radical hysterectomy, vulvectomy and staging by lymphadenectomy~~
- ~~36.8. Radical surgery for treatment of gynecological malignancy (to include procedures on bowel, ureter, bladder, as indicated)~~
- ~~37.9. Treatment of invasive carcinoma of the vagina by radical vaginectomy (and other related surgery)~~
- ~~38.10. Treatment of invasive carcinoma of vulva by radical vulvectomy (with groin dissection)~~
- ~~39.11. Treatment of malignant disease with chemotherapy (to include gestational trophoblastic disease)~~
 - ~~1. Uterine/vaginal isotope implants~~
 - ~~2.~~

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Urogynecology: Female pelvic medicine and reconstructive surgery:

Continence procedures for genuine stress incontinence

- ~~1. Colpocleisis~~
- ~~2.1 Long-needle procedures (e.g., Pereyra, Raz, Stamey, Gittes, Muzsnai)~~
- ~~3.2 Periurethral bulk injections (e.g., polytef, collagen, fat)~~
- ~~4. Retropubic urethropex (e.g., Marshall-Marchetti-Krantz, Burch, and paravaginal defect repair)~~
- ~~5.3 Sling procedures (e.g., fascia lata, rectus fascia, heterologous materials, vaginal wall)~~
- ~~6.4 Synthetic mid-urethral slings~~
- ~~7.5 Vaginal urethropexy (e.g., bladder neck placcation, vaginal paravaginal defect repair)~~

Procedures for overflow incontinence due to anatomic obstruction following continence surgery

- 1. Cutting of one or more suspending sutures
- 2. Retropubic urethrololysis with or without repeat bladder neck suspension
- 3. Revision, removal, or release of a suburethral sling

Other surgical procedures for treating urinary incontinence

- 1. Sacral nerve stimulator implantation
- 2. Urethral closure and suprapubic cystostomy
- 3. Cystoscopic botox injection
- 3.4. Sacrospinous fixation

Pelvic floor dysfunction and genital prolapse procedures

- 1. Abdominal or Laparoscopic (closure or repair of enterocele, ~~transabdominal sacrocolpopexy~~, paravaginal repair, uterosacral ligament suspension)
- 2. Vaginal (transvaginal hysterectomy with or without colporrhaphy, anterior and posterior colporrhaphy and perineorrhaphy, paravaginal repair, Manchester operation, enterocele repair, vagina vault suspension, colpocleisis, retrorectal levator plasty and postanal repair)
- 3. Placement of transvaginal mesh for prolapse
- 4. Sacrocolpopexy (laparoscopic or open)
- 5. Anal incontinence procedures:
 - a. Anal sphincteroplasty
 - b. Sacral nerve stimulator implantation

- 6. ~~Colpoceleisis~~
- 7. [Sacrosphous Ligament Fixation](#)
- 8. [Paravaginal Repair \(vaginal, open or laparoscopic\)](#)
- 9. [Revision or removal of vaginal mesh](#)

Diagnostic Procedures and other

- 1. Ureteral stenting
- 2. Retrograde pyelogram
- 3. Closure of cystotomy (vaginal, laparoscopic or open), or urethrotomy
- 4. Urethral diverticulectomy
- 5. Surgical repair of rectovaginal and genitourinary fistulas

Treatment of pelvic and bladder pain

- 1. Cystoscopy with:
 - a. Biopsy
 - b. Intravesical botox injection
 - c. Hydrodistention
 - d. Fulguration or ijection of lesion
- 2. Vaginal mesh excision
- 3. Injection of botox into muscles of pelvic floor

_____ Performance and interpretation of diagnostic tests for urinary incontinence and lower urinary tract dysfunction, fecal incontinence, and pelvic organ prolapse

Maternal Fetal Medicine

Management of high-risk pregnancy inclusive of such conditions as preeclampsia, post-datism, third trimester bleeding, intrauterine growth retardation, premature rupture of membranes, premature labor, and multiple gestation

Management of patients with/without medical surgical or obstetrical complications for normal labor, including mild toxemia, threatened abortion, normal puerperal patient, normal antepartum and postpartum care, postpartum complications, and fetal demise

Treatment of medical complications of pregnancy, including pregnancy-induced hypertension, chronic hypertension, diabetes mellitus, renal disease, coagulopathies, cardiac disease, anemias and hemoglobinopathies, thyroid disease, sexually transmitted disease, pulmonary disease, thromboembolic disorders, infectious diseases.

Procedures:

- Amniocentesis
- Targeted obstetric ultrasound

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 Memorial Healthcare System. 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

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Clinical Privileges Delineation General and Colorectal Surgery

Applicant Name: _____

GENERAL SURGERY:

Qualifications:

To be eligible to apply for core privileges in general surgery, 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 general surgery by the American Board of Surgery or the American Osteopathic Board of Surgery. 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 100 general surgical procedures during the past 12 months.

COLORECTAL SURGERY:

Qualifications:

To be eligible to apply for core privileges in colorectal surgery, the applicant must meet the following qualifications:

Board Certification:

Current Board certification or Board Eligible status (as defined by the corresponding specialty Board) in colorectal surgery by the American Board of Surgery or the American Osteopathic Board of Surgery. 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 Fellowship training must provide documentation of the performance of at least 50 colorectal surgical procedures during the past 124 months.

SPECIAL REQUIREMENT:

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-surgical~~ 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 Surgery Core privileges

Admit, evaluate, diagnose, consult, and provide pre-, intra-, and post-operative care, and perform surgical procedures, to patients of all ages, ~~except where specifically excluded from practice~~, to correct or treat various conditions, diseases, disorders, and injuries of the alimentary tract, abdomen and its contents, extremities, breast, skin and soft tissue, head and neck, vascular and endocrine systems. Management of trauma and complete care of critically ill patients with underlying surgical conditions ~~in the emergency department, intensive care unit and trauma/burn units~~. 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.

Colorectal Surgery Core privileges

Admit, evaluate, diagnose, consult, and provide pre-, intra-, and post-operative care, and perform surgical procedures, to patients of all ages admission, workup, diagnosis and performance of surgical procedures on patients presenting with illnesses related to the colon, rectum & anus; to correct or treat various conditions, diseases, disorders, and injuries of the alimentary tract, abdomen and its contents, extremities, breast, skin and soft tissue, head and neck, vascular and endocrine systems. Management of trauma and complete care of critically ill patients. 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; those physicians who have fewer than 5 ~~patient contacts~~cases per year in the hospital, and cannot provide documentation of current competence from another facility, will ~~have all of their in-house patient contacts reviewed by the department wherein they are granted privileges until such time as current competence is affirmed~~not qualify for reappointment.

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	Proctoring	Reappointment
				Moderate Sedation	Current ACLS Certification AND Signed attestation of reading SVMH Sedation Protocol and learning module, AND Completion of written moderate sedation exam with minimum of 75% correct.	1	Current ACLS Certification AND Completion of written moderate sedation exam with minimum 75% correct AND Performance of at least 2 Cases
				Insertion and management of pulmonary artery catheters	Successful completion of an accredited residency or fellowship in internal medicine, general surgery, cardiology, anesthesiology, pulmonary medicine, critical care, or family medicine; and performance of at least 10 PACs during this formal training, as primary operator Required Previous Experience: Active hospital practice in the chosen respective field; and performance (as the primary operator) of at least 10 PACs during the past 24 months.	1	Performance of at least 4 PACs during the past 24 months.

Applicant: Check box marked "R" to request privileges

R	A	C	N	Procedure	Initial Appointment	Proctoring	Reappointment
				Sentinel Node Biopsy for Cancer	Documented proficiency in the standard diagnosis and surgical management of breast cancer and/or melanoma AND Successful completion of an approved course leading to the ability to evaluate the patient for and perform the sentinel node mapping procedures.	3 Retrospective Chart Reviews 1 observation	Performance of at least 4 cases during the past 24 months.
				*Intermediate Laparoscopic Surgery	Must possess unrestricted privileges for open procedures AND Meet criteria for credentialing in basic laparoscopic general surgery AND Document completion of an accredited, hands-on course in laparoscopic general surgery for any one of the procedures herein defined as intermediate, or same in residency AND Document successful completion of at least 4 procedures in the past 24 months	1 by proctor with at minimum Intermediate Laparoscopic Surgery Privileges	Performance of at least 4 cases during the past 24 months
				Percutaneous Endoscopic Gastrostomy (PEG).	Formal fellowship training in gastroenterology or a residency in general surgery And Performance of at least 5 cases during the past 24 months	1 Observation and 3 chart reviews	Performance of at least 5 cases during the past 24 months
				Laparoscopic Sleeve Gastrectomy	Unrestricted privileges to perform advanced laparoscopic surgery <i>(restrictions do not include initial appointment proctoring)</i>	5 cases observed by a surgeon with unrestricted privileges for the procedure	Performance of at least 20 cases during the past 24 months.

Applicant: Check box marked "R" to request privileges

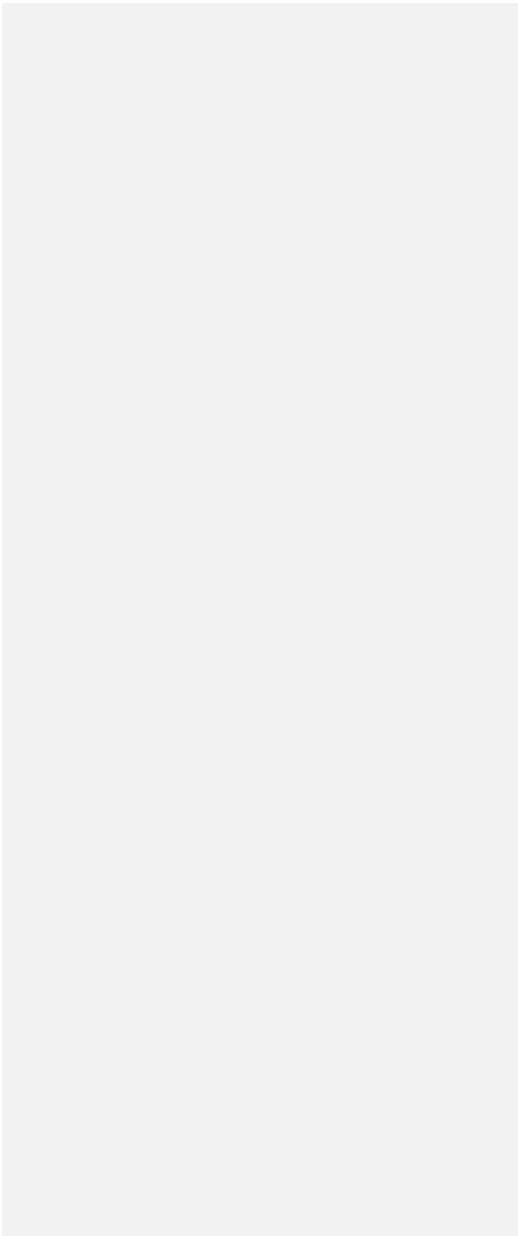
R	A	C	N	Procedure	Initial Appointment	Proctoring	Reappointment
				*Advanced Laparoscopic Surgery	Fulfillment of criteria initially for Basic Laparoscopic privileges AND Document evidence of completing an accredited, hands-on course in advanced laparoscopic general surgery in the procedure requested or in three of the other advanced laparoscopic procedures, OR document having completed training and experience for such residency AND Document successful completion of at least 4 procedures in the past 24 months *General Surgeons who qualify for advanced laparoscopic privileges also qualify for intermediate laparoscopic privileges.	1 by proctor with at minimum Intermediate Laparoscopic Surgery Privileges	Performance of at least 4 cases during the past 24 months
				Esophagogastroduodenoscopy EGD	Documentation of successful completion of 50 cases in the past 24 months	1	Performance of at least 25 cases during the past 24 months
				Esophageal resection and reconstruction, or esophagogastrectomy, or Transhiatal Esophagectomy	Documentation of successful completion of 4 cases in the past 24 months	1	Performance of at least 2 cases during the past 24 months
				Pancreaticoduodenectomy	Documentation of successful completion of 4 cases in the past 24 months	1	Performance of at least 2 cases during the 24 months
				Colonoscopy	Documentation of successful completion of 50 cases in the past 24 months	1	Performance of at least 25 cases during the past 24 months
				Hysterectomy as part of general surgical procedures	Documentation of successful completion of 8 cases in the past 24 months	1	Performance of at least 4 cases during the past 24 months
				Peritoneal venous shunts, shunt procedure for portal hypertension	Documentation of successful completion of 4 cases in the past 24 months	1	Performance of at least 2 cases during the past 24 months

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Applicant: Check box marked "R" to request privileges

R	A	C	N	Procedure	Initial Appointment	Proctoring	Reappointment
				Percutaneous/Open Radiofrequency Ablation of Tumors	Successful completion of an ACGME/AOA accredited residency in general surgery, urology or otolaryngology OR fellowship training in vascular surgery or interventional radiology AND Documentation of successful completion of 2 procedures in the past 24 months	1	Performance of at least 2 cases during the past 24 months AND Documentation of CME directly related to radiofrequency ablation within the past 24 months
				Use of radiofrequency for interruption of veins	Successful completion of the equipment manufacturer's training course AND Current unrestricted privileges in non-radiofrequency assisted deep vein interruption procedures	1	Performance of at least 2 cases during the past 24 months
				Radical regional lymph node dissections, including retroperitoneal, pelvic and inguinal	Documentation of successful completion of 4 cases in the past 24 months	1	Performance of at least 2 cases during the past 24 months
				Salpingoophorectomy	Documentation of successful completion of 8 cases in the past 24 months	1	Performance of at least 4 cases during the past 24 months
				FAST Scan	Completion of an accredited Surgery Residency and documentation of a minimum of 12 hours of didactic training including physics of ultrasound, sonographic instrumentation, basic interpretation (including common pitfalls) and supervised use of instrumentation in normal patients OR documentation of training and experience during residency.	Seven (7) FAST Scan cases must be performed and the hard copy reviewed by a radiologist. At least three (3) scans must demonstrate free fluid or blood. Initial FAST Scans will be followed by surgery or CT Scan which will provide "Gold Standard" documentation of free fluid status.	N/A
				Use of Fluoroscopy	Current California State X-Ray S&O Fluoroscopy Certification	None	Current California Stat X-Ray S&O Fluoroscopy Certification

|



Core Procedure List: The following procedures are considered to be included in the core privileges for the [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

General Surgery

1. Amputations, above the knee, below knee, toe, transmetatarsal
2. Appendectomy
3. Biliary enteric anastomosis
4. Biliary tract resection/reconstruction
5. Breast: complete mastectomy with or without axillary lymph node dissection; excision of breast lesion, breast biopsy, incision and drainage of abscess, modified radical mastectomy, operation for gynecomastia, partial mastectomy with or without lymph node dissection, radical mastectomy, subcutaneous mastectomy including diagnosis and management of breast disorders
6. Colectomy, colotomy, colostomy
7. Proctectomy, including abdominoperineal approach
8. Correction of intestinal obstruction
9. Emergency thoracostomy
10. Enteric fistulae, management
11. Enterostomy (feeding or decompression)
12. Anal fistula and fissure procedures
13. Hemorrhoidectomy
14. Excision of thyroglossal duct cyst
15. Gastric operations for cancer (partial, or total gastrectomy)
16. Gastroduodenal surgery
17. Gastrostomy (feeding or decompression)
18. Hepatic lobectomy and insertion of infusion catheters, pumps
19. Incision and drainage of abscesses and cysts of the soft tissue
20. Biopsy of superficial lymph nodes, cutaneous and soft tissue lesions
21. Incision, excision, resection, and enterostomy of small intestine
22. Incision/drainage of perirectal abscess
23. Incision/excision of pilonidal cyst
24. Intraoral surgery, local excision
25. Laparotomy for diagnostic or exploratory purposes or for management of intra-abdominal sepsis
26. Liver biopsy (intra-operative)
27. Management of burns
28. Management of intra-abdominal trauma, including injury, observation, paracentesis, lavage
29. Management of multiple trauma
30. Management of soft tissue tumors, inflammations, and infections and necrosis
31. Open operations on gallbladder, biliary tract, bile ducts, hepatic ducts, excluding biliary tract reconstruction
32. Pancreatic pseudocyst drainage
33. Debridement of infected pancreatic tissue
34. Nephrectomy with Urology present
35. Debridement of decubitus and stasis ulcers of the skin
36. Removal of ganglion (palm or wrist; flexor sheath)
37. Removal of Peritoneal Dialysis Catheter
38. Repair of perforated viscus (gastric, small intestine, large intestine)
39. Vagotomy
40. Skin grafts (partial thickness, full thickness, split thickness)
41. Splenectomy (trauma, staging, therapeutic)
42. Surgery of the abdominal wall, including management of all forms of hernias, including diaphragmatic hernias, inguinal hernias, and orchiectomy in association with hernia repair

General [and Colorectal Surgery 83-2022](#)

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

Colorectal Surgery

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

* DEFINITIONS

Intermediate laparoscopic general surgery

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

Advanced laparoscopic general surgery

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

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 Memorial Healthcare System. 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



Clinical Privileges Delineation
Robotic Surgery
(Primary Surgeon and Assisting Surgeon)

Definition:

Computerized assisted surgery using advanced technology coupled with high resolution imaging to remotely control surgical arms. Surgical intervention is accomplished by manipulation of the device under 3-D imaging which reproduces motions that affect patient tissue.

Approved Specialties (check those being requested)

- Cardiovascular Surgery
- Colon and Rectal Surgery
- General Surgery
- Gynecology
- Orthopedic Surgery
- Otolaryngology
- Otolaryngology
- Thoracic Surgery
- Urogynecology
- Urology

Initial Appointment Criteria for Primary Surgeon:

Current unrestricted privileges in one of the approved specialties at Salinas Valley Memorial Hospital.

Experienced Non Residency/Fellowship Trained Applicants

Documentation of current privileges to perform both open and laparoscopic or endoscopic surgery
AND

Documentation of successful completion of the “Intuitive” training course
(A hands-on training practicum in the use of the daVinci Surgical Platform of at least eight (8) hours duration with experience in a laboratory setting which included a minimum of three (3) hours of personal time on the system using animal or cadaver models.)
AND

Documentation of the successful proctoring of two cases conducted by a certified “Intuitive” proctor at the institution where cases were performed
AND

Documentation of the successful completion of twenty (20) cases as primary operator for robotic surgery within the past two (2) years.

Experienced Residency/Fellowship Trained Applicants

Documentation of appropriate training from their Residency/Fellowship program director
AND

Documentation of the successful completion of twenty (20) cases as primary operator for robotic surgery during training

Newly Trained Applicants

Documentation of current privileges to perform both open and laparoscopic or endoscopic surgery
AND

Documentation of successful completion of the “Intuitive” training course
(A hands-on training practicum in the use of the daVinci Surgical Platform of at least eight (8) hours duration with experience in a laboratory setting which included a minimum of three (3) hours of personal time on the system using animal or cadaver models.)

AND

Documentation of the successful proctoring of two cases conducted by a certified “Intuitive” proctor at the institution where cases were performed

For a newly trained robotic surgeon, the first three cases must be proctored by an Expert Proctor from Intuitive Surgical, Inc. The proctor will be approved by the Chair of the applicant’s Department prior to scheduling. Need for additional proctoring, if any, to be recommended by the proctor or corresponding Department Chair.

Reappointment Criteria:

Documentation of the successful completion of at least twenty (20) robotic procedures during the past 24 months.

Initial Appointment Criteria for Assisting Surgeon:

Documentation of successful completion of the “Intuitive” training course (a hands-on training practicum in the use of the daVinci Surgical Platform) consisting of at least eight (8) hours duration with experience in a laboratory setting that included a minimum of three hours of personal time on the system using animal or cadaver models

OR

Documentation of 20 robotic surgery assists in the previous 24 months.

Proctoring: All applicants will be required to have the first three (3) cases proctored regardless of experience. It is the responsibility of the applicant to arrange proctorship by another practitioner within the primary practicing specialty. Written documentation must be received from the proctor stating requirements have been met and proctored surgeon is competent to perform the requested robotic assisted procedures before full privileges are granted.

Proctor Qualifications: Proctoring physician must practice in the primary specialty and have minimum experience of twenty (20) cases as a primary surgeon.

Proctor Expectations: Proctor must be present in the OR for positioning and procedure. Completion of proctoring form based on objective assessment of physician skills and insuring proctor form is forwarded to the Medical Staff Services Department.

Performance Review:

Outcomes for each surgeon will be monitored and reviewed on an ongoing process. These include but are not limited to: OR time, blood loss, conversion to open, complications, length of stay.

Acknowledgment of applicant:

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 Memorial Healthcare System. 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 requested privileges
<input type="checkbox"/> Recommend requested privileges with the following conditions/modifications:
<input type="checkbox"/> Do not recommend the requested privileges for the following reasons:

Department Chair Signature

Date

Hand Surgery Core Privileges

To be eligible to apply for core privileges in Hand Surgery, the applicant must meet the following qualifications:

Current board certification in surgery, plastic surgery or orthopedic surgery and post graduate training in hand surgery or subspecialty certification in hand surgery (Certificate of Added Quality in Hand Surgery) by the American Board of Surgery, Plastic Surgery or Orthopedic Surgery,

Or

- Successful completion of an ACGME accredited post-graduate training program in surgery, orthopedic or plastic surgery that included training in surgery of the hand

And

Evidence of successful performance of at least 75 cases in the previous 2-years.

Hand Surgery Core Proctoring Requirements:

Core proctoring requirements include direct observation or concurrent review as per proctoring policy contained in the Medical Staff General Rules and Regulations and at least one hand surgery procedure.

Reappointment Criteria for Hand Surgery Core Privileges:

Continued Board Certification and documented successful performance of at least 24 40 hand procedures in the past 24 months.

The PA recommended language is shown below:

R	A	C	N	Procedure	Initial Appointment	Proctoring	Reappointment
				Act as first or second assistant in surgery under the supervision of an approved supervising physician.	Document 25 assists in previous 24 months	N/A	Document 25 assists in previous 24 months
				<u>Act as first or second assistant in robotic surgery under the supervision of an approved supervising physician.</u>	<u>Documentation of successful completion of the “Intuitive” training course (A hands-on training practicum in the use of the daVinci Surgical Platform of at least eight (8) hours duration with experience in a laboratory setting which included a minimum of three (3) hours of personal time on the system using animal or cadaver models.) or Documentation of 25 assists in the previous 24 months.</u>	<u>First 3 cases</u>	<u>Document 25 assists in the previous 24 months</u>

RESOLUTION NO. 2022-13

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

**PROCLAIMING A LOCAL EMERGENCY, RATIFYING THE PROCLAMATION OF A
STATE OF EMERGENCY BY GOVERNOR'S STATE OF EMERGENCY DECLARATION
ON MARCH 4, 2020, AND AUTHORIZING REMOTE TELECONFERENCE MEETINGS
FOR THE PERIOD SEPTEMBER 31, 2022 THROUGH OCTOBER 30, 2022**

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

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

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

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

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

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

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

WHEREAS, the District Board of Directors has reconsidered the state of emergency circumstances, and find that the state of emergency continues to impact the ability of the members to meet safety in person pursuant to Government Code Section 54953(e)(3) due to increasing COVID-19 case numbers and hospitalizations over the past several months;

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

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

NOW THEREFORE IT IS HEREBY ORDERED AND DIRECTED THAT:

1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.
2. Proclamation of Local Emergency. The District hereby proclaims that a local emergency continues to exist throughout Monterey County, and as of September 22, 2021, the Monterey County Health Department continues to recommend that physical and social distancing strategies be practiced in Monterey County, which includes remote meetings of legislative bodies, to the extent possible.
3. Ratification of Governor's Proclamation of a State of Emergency. The District hereby ratifies the Governor of the State of California's Proclamation of State of Emergency, effective as of its issuance date of March 4, 2020.
4. Remote Teleconference Meetings. The District Board of Directors is hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of The Brown Act.
5. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) October 30, 2022, or (ii) such time the District adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the District may continue to meet via teleconference meeting all the requirements of Section (3)(b).

This Resolution was adopted at a duly noticed Regular Meeting of the Board of Directors of the District on September 22, 2022, by the following vote.

AYES:

NOES:

ABSTENTIONS:

ABSENT:

SALINAS VALLEY MEMORIAL HEALTHCARE SYSTEM

By: _____
Victor Rey, Jr., Board President

EXTENDED CLOSED SESSION
(if necessary)

(VICTOR REY, JR.)

ADJOURNMENT

*The next Regular Meeting of the
Board of Directors is scheduled for
Thursday, October 27, 2022, at 4:00 p.m.*