



March 17, 2023

TO: Legal Counsel

News Media

Salinas Californian

El Sol

Monterey County Herald

Monterey County Weekly

KION-TV

KSBW-TV/ABC Central Coast

KSMS/Entravision-TV

The next regular meeting of the **FINANCE - COMMITTEE OF THE WHOLE** of the **SALINAS VALLEY HEALTH**¹ will be held **MONDAY, MARCH 20, 2023, AT 12:00 P.M., DOWNING RESOURCE CENTER, ROOMS A, B, & C, SALINAS VALLEY HEALTH MEDICAL CENTER, 450 E. ROMIE LANE, SALINAS, CALIFORNIA** or via **TELECONFERENCE** (*visit [SalinasValleyHealth.com/virtualboardmeeting](https://www.SalinasValleyHealth.com/virtualboardmeeting) for Access Information*).

A handwritten signature in black ink, appearing to read "Pete Delgado", written in a cursive style.

Pete Delgado
President/Chief Executive Officer



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

**FINANCE COMMITTEE
MARCH 2023 - COMMITTEE OF THE WHOLE
SALINAS VALLEY HEALTH¹**

**MONDAY, MARCH 20, 2023, 12:00 P.M.
DOWNING RESOURCE CENTER, ROOMS A, B & C**

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

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

AGENDA

1. Call to Order / Roll Call
2. Approve Minutes of the Finance Committee Meeting of February 20, 2023 (DELGADO)
 - Motion/Second
 - Action by Committee/Roll Call Vote
3. Consider Recommendation for Board Approval of the Nuance Dragon Medical One Renewal as Sole Source and Contract Award (LOPEZ/PARKS)
 - Staff Report
 - Committee Questions to Staff
 - Public Comment
 - Committee Discussion/Deliberation
 - Motion/Second
 - Action by Committee/Roll Call Vote
4. Consider Recommendation for Board Approval of the Amendment to the TigerConnect Master Agreement and Contract Renewal as Sole Source and Contract Award (LOPEZ/KASTING/PARKS)
 - Staff Report
 - Committee Questions to Staff
 - Public Comment
 - Committee Discussion/Deliberation
 - Motion/Second
 - Action by Committee/Roll Call Vote

¹ Salinas Valley Memorial Healthcare System operating as Salinas Valley Health

5. Consider Recommendation for Board Approval of the Printer Management Services Agreement Renewal as Sole Source and Contract Award (LOPEZ/PARKS)
 - Staff Report
 - Committee Questions to Staff
 - Public Comment
 - Committee Discussion/Deliberation
 - Motion/Second
 - Action by Committee/Roll Call Vote
6. Consider Recommendation for Board Approval of Press Ganey Master Services Agreement in the Amount of \$1,839,744 for 5 Year Term with an Effective Date of April 1, 2023. (PAULO)
 - Staff Report
 - Committee Questions to Staff
 - Public Comment
 - Committee Discussion/Deliberation
 - Motion/Second
 - Action by Committee/Roll Call Vote
7. Review Balanced Scorecard (LOPEZ)
8. Financial and Statistical Review (LOPEZ)
9. Public Input

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.

10. Adjournment

The next Finance Committee Meeting is scheduled for **Monday, April 17, 2023 at 12:00 p.m.**

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

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

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

CALL TO ORDER
ROLL CALL

(Chair to call the meeting to order)

**SALINAS VALLEY MEMORIAL HEALTHCARE SYSTEM
FINANCE COMMITTEE
COMMITTEE OF THE WHOLE
MEETING MINUTES
FEBRUARY 22, 2023**

Pursuant to SVMHS Board Resolution No. 2023-01, 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.

The Finance Committee convened at 12:16 p.m. in the Downing Resource Center, Rooms B & C.

Committee Members Present:

Tarun Bajaj, MD, Juan Cabrera, Pete Delgado, Augustine Lopez, Clement Miller, Sanjeev Tandon (teleconference), Harry Wardwell.

Committee Members Absent: Joel Hernandez Laguna

Other Board Members Present, Constituting Committee of the Whole:

Catherine Carson; *Via Teleconference*: Rolando Cabrera MD. and Victor Rey.

Juan Cabrera, joined the meeting at 12:26 p.m.

CALL TO ORDER/ROLL CALL

A quorum was present and Victor Rey called the meeting to order at 12:16 p.m.

APPROVE THE MINUTES JANUARY 23, 2023

Approve the minutes of the Finance Committee meeting for January 23, 2023. This information was included in the Committee packet.

No public comment received.

MOTION:

Upon motion by Committee member Delgado, and second by Committee member Wardwell, the minutes of the Finance Committee for January 23, 2023 approved as presented.

Ayes: Committee members: Bajaj, Delgado, Lopez, Miller, Wardwell; Noes: None; Abstentions: None; Absent: Committee members Cabrera, Hernandez Laguna, Tandon; Motion carried.

CONSIDER RECOMMENDATION TO THE BOARD OF DIRECTORS TO AWARD A CONSTRUCTION CONTRACT TO AVILA CONSTRUCTION COMPANY FOR THE SVMC UROLOGY CLINIC TENANT IMPROVEMENT AT 559 ABBOTT STREET

Gary Ray, SVMC/CAO, reported that In order 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 to house and expand the SVMC Urology Clinic. In September of 2022 the Board authorized execution of a project to renovate a +/- 5,000 SF suite in the building. WRD Architects produced a design for a medical office clinic that includes eight exam rooms, one procedure room, lab area, physician documentation & office areas, waiting area and other areas to support a urology service line. The suite will allow continued practice by Dr.

Len Renfer, Dr. Ryan Griggs, and includes space within the suite for two additional Urologists with robotic surgery experience. The September Board action authorized expenditure of up to three million three hundred seventy-nine thousand six hundred and twenty-eight dollars (\$3,379,628.00) to complete the necessary improvements for the project, with that amount inclusive of costs associated with planning and design, direct construction, jurisdictional permits, and fixtures, furnishings, equipment (FF&E). A competitive bid solicitation to construct the WRD plan improvements resulted in four complete bids from general contractors. All bids were deemed responsive, and the apparent low bid was submitted for consideration by the Avila Construction Company. The proposal dollar amount to construct is within the previously Board-approved budget for the project. The background/situation/rationale and financial implications of the construction contract were included in the packet.

No public comment was received.

MOTION:

Upon motion by Committee member Delgado, and second by Committee member Lopez, the Finance Committee recommends the Board of Directors consider awarding Avila Construction Company the contract for construction of the SVMC Urology Clinic office space at 559 Abbott Street in the amount of \$1,559,827.92.

Ayes: Committee members: Bajaj, Delgado, Lopez, Miller, Wardwell; Noes: None; Abstentions: None; Absent: Committee members Cabrera, Hernandez Laguna, and Tandon; Motion carried.

CONSIDER RECOMMENDATION TO DISCONTINUE MONTHLY TRANSFERS TO THE BOARD DESIGNATED FUND STARTING FEBRUARY 1, 2023

Augustine Lopez, CFO, reported the purpose of a Board Designated Fund is to set aside funds that are restricted for hospital and related capital expenditures as approved by the Board. The Hospital has been making monthly transfers from the General Fund to the Board Designated Fund of \$1,000,000 from the operating account to Board-restricted investments in United States Treasury and various other investments since July 2012. Due to the hospital's Master Facility Plan, which is being funded by operations, Lopez requested the Finance Committee recommend Board approval to discontinue making monthly transfers, starting February 1, 2023 until further notice or at which time the Master Facility Plan is completed. The background/situation/rationale and financial implications of the construction contract were included in the packet.

No public comment was received.

MOTION:

Upon motion by Committee member Wardwell, and second by Committee member Delgado, the Finance Committee recommends the Board of Directors consider approval to discontinue making monthly transfers to the Board Designated Fund, starting February 1, 2023 until further notice or at which time the Master Facility Plan is completed.

Ayes: Committee members: Bajaj, Delgado, Lopez, Miller, Wardwell; Noes: None; Abstentions: None; Absent: Committee members Cabrera, Hernandez Laguna, and Tandon; Motion carried.

FINANCIAL AND STATISTICAL REVIEW

Augustine Lopez, Chief Financial Officer, provided a financial and statistical performance review for the month ending January 2023. A full report was included in the Committee packet.

Key highlights of the financial summary for January 2023 include: (1) Income from operations was \$1.3M with an operating margin of 2.1%, (2) Net income was \$6.6M with a net income margin of 10.8%; (3) Gross revenues were 17% favorable to budget; (4) Inpatient gross revenues were 27% favorable to budget; (5) Emergency Department gross revenues were 0.3% favorable to budget; (6) Outpatient gross revenues were 8% favorable to budget in Infusion Therapy; (7) Payor mix was unfavorable to budget due to Medicaid 26% and Medicare 23% above budget; (8) Total normalized net patient revenues were \$52.3M, which was favorable to the budget by \$4.1M or 8.5%; (9) Average daily census was at 153, 32% above budget of 115 and total admissions were 25% above budget; (10) ER outpatient visits were above budget 33%; (11) Inpatient surgeries were 18% (25 cases) above budget at 166; (12) Higher than expected outpatient business in predominately in infusion therapy; (13) Outpatient surgeries were 3% (8 cases) below budget at 231; (14) COVID cases were 34 with a ALOS of 8.4 days; (15) Outpatient observation cases were below budget by 26% at 125; (16) Deliveries were 24% below budget at 105; (17) Medicare Traditional ALOS CMI adjusted was 11% unfavorable at 2.61 days with a Case Mix of 1.7; (18) Operating Margin 4.6%, Total margin 6.4%, Days cash on hand was 343; and days of net accounts receivable is 49; (19) Contract labor utilization was \$26.7M.

PUBLIC INPUT

No public comment received.

CLOSED SESSION

Victor Rey announced that the item to be discussed in Closed Session is *Report Involving Trade Secret*. The meeting recessed into Closed Session under the Closed Session protocol at 12:51 p.m.

RECONVENE OPEN SESSION/REPORT ON CLOSED SESSION

The Committee reconvened Open Session at 1:23 p.m., Victor Rey reported that in Closed Session, the Committee discussed *Report Involving Trade Secret*.

No action taken in the Closed Session.

ADJOURNMENT

There being no other business, the meeting was adjourned at 1:24 p.m. The next Finance Committee Meeting is scheduled for **Monday, March 20, 2023 at 12:00 p.m.**

Victor Rey, Board Member

/KmH

Board Paper: Review and Approval by President/CEO

Board Resolution 2018-10, delegation of authority up to \$350,000

Agenda Item: Consider Recommendation for Board Approval of the Nuance Dragon Medical One Renewal as Sole Source and Contract Award

Executive Sponsor: Augustine Lopez, Chief Financial Officer
Audrey Parks, Chief Information Officer

Date: March 8, 2023

Executive Summary

Salinas Valley Health currently utilizes Dragon Medical One (DMO) software as the voice recognition tool for physician documentation in our electronic medical record. Voice recognition is an important tool used by physicians to create reports in our electronic medical records (EMRs), both Meditech and Epic. It is a proven, time saving documentation tool enabling the use of macros for standardized report content and greater speed for those providers with limited typing skills.

Nuance DMO is an essential productivity tool for nearly eliminating the need for dictation and transcription services, improving documentation accuracy and use of macros to improve provider productivity for clinical documentation. This is the same solution utilized enterprise wide, including our mobile environment.

Key Contract Terms	Vendor: Nuance (a Microsoft company)																		
1. Proposed effective date	April 5, 2023																		
2. Term of agreement	April 5, 2023 – April 4, 2028																		
3. Renewal terms	Not auto-renewing																		
4. Termination provision(s)	Termination for cause if not cured within 30 days' written notice of breach																		
5. Payment Terms	Net 30																		
6. Annual cost(s)	Total cost of \$362,337.36 over 5 years See annual costs in table below.																		
	<table border="1"> <thead> <tr> <th></th> <th>2023 - 2024</th> <th>2024 - 2025</th> <th>2025 - 2026</th> <th>2026 - 2027</th> <th>2027 - 2028</th> </tr> </thead> <tbody> <tr> <td>Hosted Services</td> <td>\$ 68,247.60</td> <td>\$70,295.40</td> <td>\$72,404.28</td> <td>\$74,576.40</td> <td>\$76,813.68</td> </tr> <tr> <td>TOTAL:</td> <td>\$362,337.36</td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>		2023 - 2024	2024 - 2025	2025 - 2026	2026 - 2027	2027 - 2028	Hosted Services	\$ 68,247.60	\$70,295.40	\$72,404.28	\$74,576.40	\$76,813.68	TOTAL:	\$362,337.36				
	2023 - 2024	2024 - 2025	2025 - 2026	2026 - 2027	2027 - 2028														
Hosted Services	\$ 68,247.60	\$70,295.40	\$72,404.28	\$74,576.40	\$76,813.68														
TOTAL:	\$362,337.36																		
7. Cost over life of agreement	\$362,337.36																		
8. Budgeted (yes or no)	Yes, 8540.6600																		
9. Contract	<u>1001.1708</u>																		

Recommendation

Consider recommendation for Board approval of the Nuance Dragon Medical One agreement renewal as sole source and contract award in the estimated amount of \$362,337.36 over a 5-year term.

Attachments

- Sole Source Justification
- Renewal order expiring March 31, 5-year renewal, 2023 - 2028

Justification for Sole Source Form

To: Proposal Evaluation Panel

From: Audrey Parks, CIO

Type of Purchase: (check one)

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

Cost Estimate (\$):	\$362,337.36
Vendor Name:	Nuance (a Microsoft company)
Item Title:	Nuance Dragon Medical One: Renewal 2023 - 2028

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

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

- Licensed or patented product or service. No other vendor provides this. Warranty or defect correction service obligations of the consultant. **Describe why it is mandatory to use this licensed or patented product or service:**
- Existing SVMHS equipment, inventory, custom-built information system, custom built data inventory system, or similar products or programs. **Describe. If product is off-the-shelf, list efforts to find other vendors (i.e. web site search, contacting the manufacturer to see if other dealers are available to service this region, etc.).**

Salinas Valley Health currently utilizes Dragon Medical One (DMO) software as the voice recognition tool for physician documentation in our electronic medical record. Voice recognition is an important tool used by physicians to create reports in our electronic medical records (EMRs), both Meditech and Epic. Nuance DMO is an essential productivity tool for nearly eliminating the need for dictation and transcription services, improving documentation accuracy and use of macros to improve provider productivity for clinical documentation.

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

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

Submitter Signature: _____ Date: _____

RENEWAL ORDER – INITIAL ORDER RENEWAL TERM

This Order is effective on the date signed by the last party (“Order Effective Date”) and is governed by the terms and conditions of the Healthcare Master Agreement dated June 30, 2011, as amended, and the Schedule for Choice for Clinical Documentation (Gold and Platinum)-Encounters based Model and Dragon Medical (Single Instance and Choice)-Encounter based Model (collectively, the “Agreement”) by and between Salinas Valley Memorial Hospital (“Company”) and Nuance Communications, Inc. (“Nuance”). All capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Agreement. No other terms and conditions (e.g. standard terms and conditions of purchase pre-printed on or referenced in a purchase order if Company places a purchase order in response to this quote) shall apply.

Quote Expires: March 31, 2023

Purpose: Renew Dragon Medical One and Dragon Embedded in Meditech for Initial Order Renewal Term

Billing/Shipping Information

Company Name:	Salinas Valley Memorial Hospital
Contact Name & Title:	Audrey Parks, CIO
Address:	450 E. Romie Lane
City:	Salinas
State:	CA
Zip:	93901
Email:	aparks@svmh.com

SUMMARY – PURCHASE ORDER AND INVOICE DESCRIPTION

Site license renewal for Dragon Medical One and Dragon Embedded in Meditech

APPLICABLE SOFTWARE SUITE AND ASSOCIATED PROFESSIONAL SERVICES

Pricing Model	Fixed Fee
Billing Basis	Monthly
Order Renewal Term	April 5, 2023 – April 4, 2028 with no autorenewal

Monthly Program Subscription Fees

Summary of fees by time period and Order Term total.

	Year 1	Year 2	Year 3	Year 4	Year 5	Term Total
Hosted Services Fee	\$68,247.60	\$70,295.40	\$72,404.28	\$74,576.40	\$76,813.68	\$362,337.36
Professional Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Grand Total	\$68,247.60	\$70,295.40	\$72,404.28	\$74,576.40	\$76,813.68	\$362,337.36

*Total Subscription Fees after year 1 are inclusive of the Annual Fee Adjustments

Monthly Fee Schedule

	Year 1	Year 2	Year 3	Year 4	Year 5
Monthly Hosted Services Fee	\$5,687.30	\$5,857.95	\$6,033.69	\$6,214.70	\$6,401.14

The Subscription Fee is inclusive of the following Hosted Services for Named Locations.

DESCRIPTION	QTY	PART #
Dragon Medical One , HS, Term, IP Admissions License	10,152	DMOIP-TERM
Dragon Medical One , HS, Term, Emergency Visits License	57,042	DMOED-TERM
Dragon Medical One , HS, Term, Outpatient Visits License	84,692	DMOOP-TERM
Dragon Medical One, In-Product Live Chat Support	1	DMOLC-SUPPORT
IP DM Embedded for MEDITECH Add-On	10,152	DMEMIP-AD-TERM
ED DM Embedded for MEDITECH Add-On	57,042	DMEMED-AD-TERM
OP DM Embedded for MEDITECH Add-On	84,692	DMEMOP-AD-TERM

PROFESSIONAL SERVICES & TRAINING SCOPE OF SERVICES

Not applicable – no fulfillment – this is a Renewal Order for the Initial Order Renewal Term

NAMED LOCATION INFORMATION

Named Location	Street Address	City	State	Zip
Salinas Valley Memorial Hospital	450 E. Romie Lane	Salinas	CA	93901

IN WITNESS WHEREOF: The undersigned have executed this Order as of the date signed by the last party.

Nuance Communications, Inc.

Salinas Valley Memorial Hospital

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



NUANCE COMMUNICATIONS, INC.

PURCHASE ORDER REQUIREMENTS FORM

This form is used to outline your policies as it relates to purchase order requirements for invoicing, and any exceptions therein. This will serve as the policy for your entire organization unless otherwise indicated below:

Date: _____

Subject: Purchase Order Requirements

Please indicate (with a check mark) the options that apply to your company:

___ We do not issue purchase orders for the following:

___ Services

___ Application Support for Services

___ Software

___ Hardware

___ Hardware and Software Maintenance

___ Other (if this option is checked, please specify) _____

___ We do not issue purchase orders

___ We do not require a purchase order for this order _____ *(name of order and dollar value)*

Company name: _____

Signature: _____

Printed Name: _____

Title: _____

Note: PO Requirements Form must be signed by a Purchasing Manager/Director, or Accounting Manager/Director, or Finance Manager or other company officer

THIS BOTTOM SECTION MUST BE FILLED IN TO BE DEEMED ACCEPTED BY NUANCE

Address Invoices are to be sent to:

Billing Contact _____

Street Address/Unit _____

City/State/Zip _____

Email Address IF applicable _____

Board/CEO – Packet Submission Checklist Nuance Dragon: Renewal, 2023 - 2028

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

- BOARD/CEO PAPER** – required for all submissions; see attached instructions/sample
- KEY CONTRACT TERMS** – required for all submissions – see table in Board/CEO Paper
- CONTRACT** – negotiated final with vendor signature #1001.1708
- PROCUREMENT PROCESS DOCUMENTATION** – required for all submissions requiring Board review/approval per Procurement Management Policy (see policy for details; indicate which sub-category is applicable):
 - If for **data processing/telecommunications goods/services** of more than \$25,000, check applicable option and include documentation: **CIO must review.**
 - RFP documentation (*see attached RFP responses and scorecard from 3 respondents*)
 - If sole source – provide detailed justification (see attachment)
 - If GPO, submit qualifying verification from Materials Management
 - If for **professional/other services or medical/surgical equipment and supplies** more than \$350,000, check applicable option and include documentation:
 - RFP documentation
 - If GPO, submit qualifying verification from Materials Management
 - If emergency – as designated by Board
 - If for **non-medical materials/supplies** more than \$25,000, check applicable option and include documentation:
 - Invitation for bids documentation
 - If sole source – provide detailed justification (see Attachment 3B)
 - If GPO, submit qualifying verification from Materials Management

Legal counsel/Contract Administrator reviewed: No or Yes, By Whom: no change in terms

SUBMITTED BY DEPARTMENT DIRECTOR OR DEPARTMENT ADMINISTRATOR:

Signature	Title/Department	Date
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REVIEWED BY:

CIO (if applicable): _____ Date: _____

Director of Audit/Compliance: _____ Date: _____

Board Paper: Review and Approval by President/CEO

Board Resolution 2018-10, delegation of authority up to \$350,000

Agenda Item: Consider Recommendation for Board Approval of the Amendment to the TigerConnect Master Agreement and Contract Renewal as Sole Source and Contract Award

Executive Sponsor: Augustine Lopez, Chief Financial Officer
David Kasting, MD, Chief Medical Information Officer
Audrey Parks, Chief Information Officer

Date: March 3, 2023

Executive Summary

In May of 2018 we implemented TigerText through a competitive solicitation process. TigerConnect, as the vendor is now called, offers a secure texting solution. TigerConnect stood out in providing a reliable, secure, HIPAA compliant, and user-friendly solution. It is being utilized across our entire Salinas Valley Health system. Since its implementation in 2018, we have experienced explosive growth of the application with 2,200 provisioned providers and staff sending over 500,000 messages per month.

The immediacy of communication has undoubtedly had a positive impact on direct patient care. We have documented an 80% decrease in overhead paging as a result of physicians now being notified via texting from our Telephone Operators which also contributes to our 'quiet at night' initiative. We have implemented additional enhancements offered by TigerConnect to continue to improve efficient, secure communication impacting patient care.

TigerConnect **Roles** were enabled during our upgrade TigerConnect Messenger in 2019. Staff can sign up as a "Role" or job function for a particular aspect of patient care, making it easier for others on the platform to locate and communicate with staff across shifts. Examples would be 'Hospitalist on call for ED admissions,' 'Cardiologist on call for CODE STEMI,' and 'Nurse Leadership Team.' This allows staff to contact others by Role rather than name.

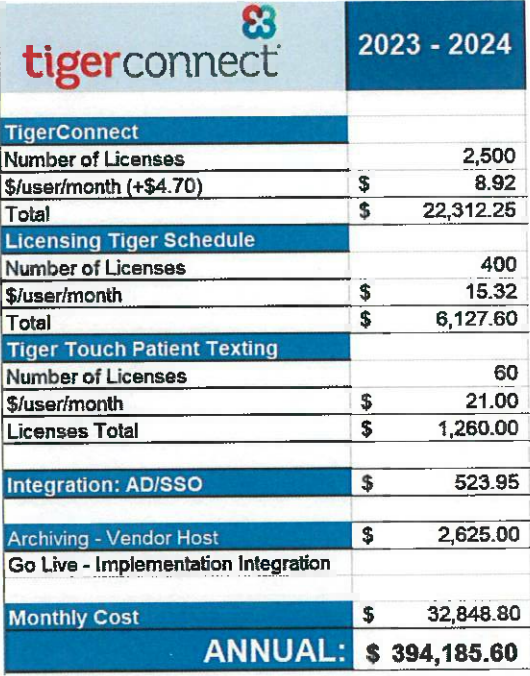
Referring physicians needing a hospital bed for their patient can text 'Nursing Supervisor Direct Admit' to expedite patient admissions. We have enabled TigerConnect **Teams** where members of a clinical group dedicated to a particular care initiative or workflow can collaborate to improve outcomes utilizing this rapid communication tool. Examples include 'Incident Command Center,' and 'Nursing Leadership.'

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TigerConnect **Archive** allows us to access message strings up to five years in the past, mainly to confirm a particular conversation was held.

The most recent update was TigerConnect **Patient Engagement**, a secure patient engagement platform. This communication tool will be invaluable in assisting patients with scheduling appointments, confirming follow-up, providing educational materials and offering support. The potential benefits would include fewer missed appointments, appropriate medication administration pre-procedure, and a positive effect on re-admission rates post discharge. We

have implemented a TigerConnect Patient Engagement pilot in the Cancer Resource Center where they have found it to be a valuable tool in communicating with their patients regarding upcoming appointments and assisting in finding additional assistance in the management of their care.

Key Contract Terms	Vendor: TigerConnect
1. Proposed effective date	March 26, 2023
2. Term of agreement	March 26, 2023 – March 25, 2024
3. Renewal terms	Auto renews annually
4. Termination provision(s)	30 days' written notice with or without cause
5. Payment Terms	Net 45 days
6. Annual cost(s)	\$394,185 
7. Cost over life of agreement	\$394,185 (annual renewal, auto-renews)
8. Budgeted (yes or no)	Yes, 8540.6600
9. Contract	1001.3200

Recommendation

Consider recommendation for Board approval of amendment to the TigerConnect master agreement and contract renewal as sole source and contract award in the amount of \$394,185 over one-year coverage period.

Attachments

- Sole Source Justification
- Addendum, one-year renewal, 2023 – 2024

Justification for Sole Source Form

To: Proposal Evaluation Panel
From: David Kasting, MD, CMIO
Audrey Parks, CIO

Type of Purchase: (check one)

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

Cost Estimate (\$):	\$394,185
Vendor Name:	TigerConnect
Item Title:	TigerConnect, Renewal: 2023 - 2024

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

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

- Licensed or patented product or service. No other vendor provides this. Warranty or defect correction service obligations of the consultant. **Describe why it is mandatory to use this licensed or patented product or service:**
- Existing SVMHS equipment, inventory, custom-built information system, custom built data inventory system, or similar products or programs. **Describe. If product is off-the-shelf, list efforts to find other vendors (i.e. web site search, contacting the manufacturer to see if other dealers are available to service this region, etc.).**
SVMHS first implemented Tiger Connect with the basic Tiger Essentials platform in May of 2018. In January of 2019, we advanced to Tiger Flow, enabling "Roles" for identifying individuals covering a particular position such as 'on call' or 'supervisor on duty'. Tiger Connect has proved to be an efficient and reliable platform for securely texting Protected Health Information between healthcare providers. We are seeking to renew TigerConnect. No other texting vendor offers all the platforms TigerConnect offers in one interactive package. Further, the solution is fully integrated with our Physician Scheduling platform to streamline updating 'on-call' roles in the TigerConnect directory.
- Uniqueness of the service. **Describe.**
- SVMHS has established a standard for this manufacturer, supplier or provider and there is only one vendor. **Attach documentation from manufacturer to confirm that only one dealer provides the product.**
- Factory-authorized warranty service available from only this single dealer. Sole availability at the location required. **Describe.**
- Used item with bargain price (describe what a new item would cost). **Describe.**
- Other -The above reasons are the most common and established causes for an eligible sole source. If you have a different reason, **Describe:**

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

Submitter Signature: _____ Date: _____



Company Contact:
Quote #:

Casey Sullivan
Q-65312-1

ORDER FORM

TigerConnect®, Inc.
2110 Broadway
Santa Monica, CA 90404

Address Information

Bill To:

Salinas Valley Memorial Healthcare
System
450 E. Romie Lane
Salinas, CA, 93901

Contact Name:
Email:
Phone:

Billing Contact:
Email:

Terms and Conditions

Start Date: 3/24/2023
End Date: 3/23/2024
Pricing Terms Expire: 3/16/2023

Subscription Term: 12 Months
Payment Terms: Net 45
Billing Frequency: Annual

Subscriptions

Product Name	Service Start/ End Date	Monthly/ Unit Price	Quantity	Monthly Total
TigerConnect Patient Engagement Pro	3/24/2023 - 3/23/2024	\$21.00	60	\$1,260.00
TigerConnect Clinical Collaboration Platform – Pro Licenses	3/24/2023 - 3/23/2024	\$7.86	2,800	\$22,008.00
TigerConnect®-Hosted Archiving	3/24/2023 - 3/23/2024	\$1.05	2,800	\$2,940.00
Connection Hub Plugins - Integration Package	3/24/2023 - 3/23/2024	\$0.00	1	\$0.00
LDAP / Active Directory	3/24/2023 - 3/23/2024	\$523.95	1	\$523.95
TigerConnect Physician Scheduling	3/24/2023 - 3/23/2024	\$15.32	400	\$6,127.80

Monthly Subscription Total: **USD 32,859.75**

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See Billing Terms below for Pricing Timetable

Billing Terms

Invoice
1

Date
3/24/2023

Amount
USD 394,317.00

Amounts do not include any applicable tax.

Standard Terms & Conditions

1. This Order Form shall be subject to the terms of the **TigerConnect Enterprise Master Subscriber Agreement** (which together with this Order Form comprise the "Agreement").
2. The Services are described in the Services Description Sheet. You will have access only to the products and services listed in the Services Description Sheet and not to any other improved functionality or features developed by TigerConnect.
3. The TigerConnect Subscription License is limited to the number of users/providers set forth above. Any users/providers provisioned on the system in excess of the quantity identified above will be subject to the per seat/provider license charge set forth in this Order Form for the remainder of the Subscription Term.
4. Upon expiration of the Subscription Term, the Subscription Term will automatically extend for additional terms of equal length unless terminated by either party with written notice at least thirty (30) days prior to the expiration of the then-current term. Any termination attempt by Customer prior to the expiration of the then-current term shall not relieve Customer of its obligation to pay for the Services for the entire term, and there are no refunds for any unused portions of the then current term.
5. Upon each anniversary of the commencement of the Subscription Term and of each Renewal Term, the license fees set forth herein shall be subject to increase by the greater of (a) 5% or (b) the increase in the Consumer Price Index-Urban (CPI-U, U.S. Cities Average for all items) over the previous year.

Special Conditions

Terms described in this Special Conditions section will override terms in the Standard Terms & Conditions.

- Due to the unique requirements associated with communicating directly with patients using TigerConnect Patient Engagement, Customer must also sign the attached TigerConnect Patient Engagement Use Agreement setting forth the additional terms and restrictions applicable to the TigerConnect Patient Engagement feature.

- Additional terms and restrictions related to TigerConnect Physician Scheduling are set forth in the Addendum attached to this Order Form and incorporated herein by this reference.

Purchase Order Information

Is a Purchase Order (PO) required for the purchase or payment of the products on this Order Form? (Customer to complete).

- No
 Yes

PO Number: _____

PO Amount: _____

Agreed to by:

TigerConnect, Inc.

Signature: _____

Printed Name _____

Title: _____

Dated: _____

Customer: Salinas Valley Memorial Healthcare System

Signature: _____

Printed Name: _____

Title: _____

Dated: _____

Board/CEO – Packet Submission Checklist TigerConnect: Annual Renewal, 2022 - 2023

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

- BOARD/CEO PAPER** – required for all submissions; see attached instructions/sample
- KEY CONTRACT TERMS** – required for all submissions – see table in Board/CEO Paper
- CONTRACT** – negotiated final with vendor signature 1001.3200
- PROCUREMENT PROCESS DOCUMENTATION** – required for all submissions requiring Board review/approval per Procurement Management Policy (see policy for details; indicate which sub-category is applicable):
 - If for **data processing/telecommunications goods/services** of more than \$25,000, check applicable option and include documentation:
 - RFP documentation
 - If sole source – provide detailed justification (see attachment)
 - If GPO, submit qualifying verification from Materials Management
 - If for **professional/other services or medical/surgical equipment and supplies** more than \$350,000, check applicable option and include documentation:
 - RFP documentation
 - If GPO, submit qualifying verification from Materials Management
 - If emergency – as designated by Board
 - If for **non-medical materials/supplies** more than \$25,000, check applicable option and include documentation:
 - Invitation for bids documentation
 - If sole source – provide detailed justification (see Attachment 3B)
 - If GPO, submit qualifying verification from Materials Management

Legal counsel/Contract Administrator reviewed: No or Yes, By Whom: pre-existing agreement

SUBMITTED BY DEPARTMENT DIRECTOR OR DEPARTMENT ADMINISTRATOR:

Signature	Title/Department	Date
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REVIEWED BY:

CIO (if applicable): _____ Date: _____

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

Board Paper: Review and Approval by President/CEO

Board Resolution 2018-10, delegation of authority up to \$350,000

Agenda Item: Consider Recommendation for Board Approval of the TotalPrint USA (Printer Management Services) Agreement Renewal as Sole Source and Contract Award

Executive Sponsor: Augustine Lopez, Chief Financial Officer
Audrey Parks, Chief Information Officer

Date: March 8, 2023

Executive Summary

Since August 2019 we have used TotalPrint USA (a Staples company) for printer management services. By doing so, we have provided better service to our staff and providers for support and maintenance of printers, including consumables such as toner. Additionally, we have kept the fleet of our multi-function devices (print, copy, scan, fax) refreshed as needed. We are seeking approval to renew the existing agreement under the same cost schedule and terms as originally signed in 2019 for a four-year term from September 2023 through August 2027. The annualized expense is \$380,858. We will continue to strive to reduce the quantity of printers in use to help further manage costs. TotalPrint USA and Information Technology leadership will meet monthly to expenses are at or lower than projected budget. Further, Salinas Valley Health negotiated labor savings, formerly pass-through costs, of \$129,558 over the upcoming 4-year term.

Key Contract Terms	Vendor: TotalPrint USA, a Staples company
1. Proposed effective date	September 3, 2023
2. Term of agreement	September 3, 2023 – September 2, 2027 (4-years)
3. Renewal terms	Non-renewing
4. Termination provision(s)	If Customer terminates without cause prior to the expiration of the term Customer will be responsible for the payment of early termination charges which shall be calculated as the average of the three (3) most recent billing periods, total billing multiplied by the number of months remaining in the unexpired Initial Term or Renewal Term. There is no penalty for early termination with cause.
5. Payment Terms	Invoiced monthly (estimated over 4 years, paid monthly on actual volume) Net 45

	FY23 Jan Annualized Actual	FY24 Estimate	FY25 Estimate	FY26 Estimate	FY27 Estimate	4 Year Total
Baseline Cost	380,858					
Annual Base Cost		\$ 380,858	\$ 380,858	\$ 380,858	\$ 380,858	\$ 1,523,432
Savings - Printer Reduction Project		\$ (15,275)	\$ (15,275)	\$ (15,275)	\$ (15,275)	\$ (61,100)
Savings Negotiated Labor Discount		\$ (31,200)	\$ (31,980)	\$ (32,780)	\$ (33,599)	\$ (129,558)
New Contract Cost		\$ 334,383	\$ 333,603	\$ 332,804	\$ 331,984	\$ 1,332,774
Savings % Off Base Cost		12%	12%	13%	13%	13%
Projected Printing Volume Increase		2.00%	2.00%	2.00%	2.00%	
Final Contract Cost Estimate		\$ 341,071	\$ 347,892	\$ 354,850	\$ 361,947	\$ 1,405,760

6. Annual cost(s)	Service fees per estimations in above table
7. Cost over life of agreement	\$1,405,760 (estimated based on above projections)
8. Budgeted (yes or no)	Yes, 8540.6600
9. Contract	1001.3683

Recommendation

Consider recommendation for Board approval of the TotalPrint USA, a printer management services agreement renewal as sole source and contract award in the estimated amount of \$1,405,760 over a 4-year term.

Attachments

- Sole Source Justification
- Addendum, 4-year renewal, 2023 - 2027

Justification for Sole Source Form

To: Proposal Evaluation Panel

From: Audrey Parks, CIO

Type of Purchase: (check one)

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

Cost Estimate (\$):	\$1405,760
Vendor Name:	TotalPrint USA
Item Title:	TotalPrint USA: 4-year Renewal, 2023 - 2027

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

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

- Licensed or patented product or service. No other vendor provides this. Warranty or defect correction service obligations of the consultant. **Describe why it is mandatory to use this licensed or patented product or service:**
- Existing SVMHS equipment, inventory, custom-built information system, custom built data inventory system, or similar products or programs. **Describe. If product is off-the-shelf, list efforts to find other vendors (i.e. web site search, contacting the manufacturer to see if other dealers are available to service this region, etc.).**

Since August 2019 we have used TotalPrint USA (a Staples company) for printer management services. By doing so, we have provided better service to our staff and providers for support and maintenance of printers, including consumables such as toner. Additionally, we have kept the fleet of our multi-function devices (print, copy, scan, fax) refreshed as needed. We are seeking approval to renew the existing agreement under the same cost schedule and terms as originally signed in 2019 for a four-year term from September 2023 through August 2027..

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

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

Submitter Signature: _____ Date: _____



Addendum E

This Addendum extends the managed print services agreement with Salinas Valley Memorial Healthcare System. There are no changes to the pricing schedule from the master agreement dated August 30, 2019.

Vendor shall meet monthly with Customer’s Information Technology leadership to ensure cost control measures keep us on track with the projected budget, below, unless such excess costs are specifically authorized by Customer in writing in advance of incurrence and with supporting explanation for such costs.

Additionally, TPUSA will be removing the maintenance cost of the on-site technician to SVMHS reflected as \$2,600 a month for the bill and TPUSA will take on the entire salary.

This agreement will be extended four (4) years from signature date below.

TPUSA Authorized Signature

Salinas Authorized Signature

Date

Date

Board/CEO – Packet Submission Checklist Print Management: Renewal, 2023 - 2027

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

- BOARD/CEO PAPER** – required for all submissions; see attached instructions/sample
- KEY CONTRACT TERMS** – required for all submissions – see table in Board/CEO Paper
- CONTRACT** – negotiated final with vendor signature **#1001.3683**
- PROCUREMENT PROCESS DOCUMENTATION** – required for all submissions requiring Board review/approval per Procurement Management Policy (see policy for details; indicate which sub-category is applicable):
 - If for **data processing/telecommunications goods/services** of more than \$25,000, check applicable option and include documentation: **CIO must review.**
 - RFP documentation (*see attached RFP responses and scorecard from 3 respondents*)
 - If sole source – provide detailed justification (see attachment)
 - If GPO, submit qualifying verification from Materials Management
 - If for **professional/other services or medical/surgical equipment and supplies** more than \$350,000, check applicable option and include documentation:
 - RFP documentation
 - If GPO, submit qualifying verification from Materials Management
 - If emergency – as designated by Board
 - If for **non-medical materials/supplies** more than \$25,000, check applicable option and include documentation:
 - Invitation for bids documentation
 - If sole source – provide detailed justification (see Attachment 3B)
 - If GPO, submit qualifying verification from Materials Management

Legal counsel/Contract Administrator reviewed: No or Yes, By Whom: no change in terms

SUBMITTED BY DEPARTMENT DIRECTOR OR DEPARTMENT ADMINISTRATOR:

Signature	Title/Department	Date
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REVIEWED BY:

CIO (if applicable): _____ Date: _____

Director of Audit/Compliance: _____ Date: _____

Board Paper: Finance Committee

Agenda Item: Consider Recommendation for Board Approval of Press Ganey Master Services Agreement
Executive Sponsor: Lisa Paulo, CNO
Date: March 20, 2023

Executive Summary

Background/Situation

SVMHS has utilized Press Ganey for patient experience and employee engagement surveys since 2014. In recent years the reputation management solution & nurse excellence solutions were implemented. Each of these solutions meet internal business needs. The patient experience surveys meet external regulatory requirements by the Centers for Medicare and Medicaid Services by allowing patients to communicate opportunities for improvement and areas of excellence.

The Master Service Agreement will accomplish 2 needs:

- 1) Leverage cost savings by pulling all services into 1 agreement versus 3.
- 2) Add additional services of value and cost savings:
 - a. Narrative DX will enhance the ability to address areas of opportunities from survey comments. Currently this is a manual process and not robust at theme identification.
 - b. iRound will support the transition of the patient, leader and quality rounding/audit solution. This will facilitate cost savings and alignment of in-process metric measuring to survey outcomes.
 - c. Pulse Survey solution will facilitate real time feedback to enhance our employee engagement efforts.

Strategic Plan Alignment:

Salinas Valley Memorial Healthcare System works to provide an exceptional experience for patients and their families with every interaction. Press Ganey solutions provide feedback and benchmarking data regarding our patients' perceptions of their experience and our employee's engagement level. Press Ganey is our partner in measuring our success in meeting and exceeding the expectations of our patients and staff to perform as a top healthcare system among our peers.

Inpatient Patient Experience Surveys are mandated for Value Based Purchasing incentives through the Centers for Medicare and Medicaid Services. Press Ganey provides a 360 solution for patient experience surveys. Specifically, 1) creating and sending English/Spanish versions of surveys, 2) conducting mandatory wave surveying applicable initiatives set forth in the Consumer Assessment of Health Providers and Systems, sponsored by the Centers for Medicare and Medicaid Services, 3) access to survey images and recordings, 4) transcription of comments in English/Spanish, 5) license to use Press Ganey's Patient Experience web-based application(s), for an unlimited number of users at each facility, 6) access to improvement content related to major service lines, 7) Nursing centric data analysis solution (NES).

Pillar/Goal Alignment:

X Service X People Quality X Finance Growth Community

Financial Implications:

A 5-year contract allows us to capture savings from a reduced inflation escalator at 2% instead of 3% and a discount on the Patient Experience product. The contract savings are about \$102k over the life of the contract.

Key Contract Terms	Vendor:
1. Proposed effective date	4/1/23
2. Term of agreement	60 months
3. Renewal terms	None
4. Termination provision(s)	For Cause
5. Payment Terms	Payment is due to Press Ganey within thirty (30) days after the invoice date, no penalty for late payment
6. Annual cost	See Below
7. Cost over life of agreement	\$1,839,744
8. Budgeted (indicate y/n)	Yes

Recommendation

Recommend approval of Press Ganey Master Services Agreement in the amount of \$1,839,744 for 5-year term with an effective date of April 1, 2023.

Attachments:

- (1) Sole Source Justification
- (2) Press Ganey Draft Master Service Agreement

Justification for Sole Source Form

To: Contract Review Committee

From: Lisa Paulo, MSN/MPA, RN, CENP
Chief Nursing Officer

Date: March 9, 2023

Type of Purchase:

X Purchased Services >= \$350,000

Total Cost \$:	\$1,839,744
Vendor Name:	Press Ganey
Agenda Item:	Finance: Press Ganey Agreement

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

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

X Existing SVMHS equipment, inventory, custom-built information system, custom built data inventory system, or similar products or programs. **Salinas Valley Health has multiple solutions with Press Ganey. Transitioning to another vendor to create the same aggregate outcome of data analysis.**

X Uniqueness of the service. **PG is the market leader for Patient Experience Data. The benchmarks from other vendors are significantly smaller and do not provide the same level of visibility into our data compared to CMS benchmarks.**

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

Submitter Signature Lisa Paulo Date: 3/9/23

**BOARD Packet Submission Checklist
Press Ganey Agreement**

The original of this completed/fully signed checklist and all required supporting documents are to be hand-delivered to reviewer listed below:

- BOARD or CEO PAPER** – required for all submissions; see attached instructions/sample
- KEY CONTRACT TERMS** – required for all submissions – see table in Board/CEO Paper
- CONTRACT** – negotiated final contract with vendor signature
- PROCUREMENT PROCESS DOCUMENTATION** – required for all submissions requiring Board/CEO review/approval per Procurement Management Policy (see policy for details; indicate which sub-category is applicable):
 - If for **data processing/telecommunications goods/services** of \$25,000 or more, check applicable option and include documentation: **CIO must review.**
 - RFP documentation *unless sole source or GPO applies.*
 - If Sole source – provide detailed justification
 - If GPO, submit qualifying verification from Materials Management
 - If for **professional/other services or medical/surgical equipment and supplies** \$350,000 or more, check applicable option and include documentation:
 - RFP documentation *unless sole source or GPO applies.*
 - If Sole source – provide detailed justification
 - If GPO, submit qualifying verification from Materials Management
 - If for **non-medical materials/supplies/Public Works** \$25,000 or more, check applicable option and include documentation:
 - RFP/Invitation for bids documentation
 - If Sole source – provide detailed justification
 - If GPO, submit qualifying verification from Materials Management

Legal counsel/Contract Administrator reviewed: No ___ or Yes X By Whom: Natalie James

SUBMITTED BY DEPARTMENT DIRECTOR OR DEPARTMENT ADMINISTRATOR:

Lisa Paulo CNO, Administration 3/9/23
Signature Title/Dept. Date

REVIEWED BY: (In the following order) – If Capital; Axiom approval in lieu of signature.

CIO: (Not Applicable) _____ Date: _____
Director of Audit/Compliance: [Signature] Date: 3.10.23

AMENDMENT TO AGREEMENT

This Amendment is entered into by and between **Press Ganey Associates LLC** (d/b/a Press Ganey Associates, Inc.) (“Press Ganey”) and **Salinas Valley Memorial Healthcare System**, a local health care district organized and operating pursuant to Division 23 of the California Health and Safety Code, operating as **Salinas Valley Health** (“Client”) (and together with Press Ganey, the “Parties”) as of **April 1, 2023** (“Amendment Effective Date”).

WHEREAS, the Parties have entered into a Master Services Agreement effective January 1, 2020, as amended (the “Agreement”); and

WHEREAS, the Parties desire to amend the Agreement with the terms and conditions set forth herein; and

NOW THEREFORE, in consideration of the premises set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Amendments to the Agreement. As of the Amendment Effective Date, the Agreement is hereby amended as follows:

a. Section 3. TERM is hereby repealed and replaced to read as follows:

3. TERM. The initial term of this Agreement shall commence on the **April 1, 2023** and continue for **five (5) years** therefrom (the “Initial Term”). This Agreement may be renewed for additional terms by mutual written agreement of the Parties (each a “Subsequent Term,” and together with Initial Term, the “Term”). Notwithstanding the forgoing, this Agreement shall automatically extend and continue to govern for so long as a SOW remains in effect or an aspect of delivery of the Services described in a SOW remains outstanding, including but not limited to as described in Section 13(d).

b. Beginning **April 1, 2023**, and running concurrently with the Term of this Agreement, the Parties agree to add Oncology Outpatient service as outlined herein and in Exhibit A.

c. Beginning **April 1, 2023**, and running concurrently with the Term of this Agreement, the Parties agree to add NarrativeDx service as outlined herein and in Exhibit A and Exhibit B.

d. Section 7.e of the Agreement is hereby repealed and replaced as follows:

e. Press Ganey may use the Marks of the Client for marketing as it pertains to web, print, video, digital, or other such content, including sales presentations, ebooks, and solution sheets, provided it is used solely to promote the Services provided by Press Ganey to Client under this Agreement. Client may use the Marks of Press Ganey solely to promote its use of the Services provided by Press Ganey to Client under this Agreement, provided that such use of Press Ganey’s Marks shall be in compliance with Press Ganey’s then current branding usage guidelines available to Client upon request. The foregoing notwithstanding, Client grants Press Ganey the right to include Client’s name in Press Ganey’s client list, provided to its employees and clients, including its list of participants in the database, and list of award winners, when applicable. A Party shall immediately cease using the Marks of the other Party in any manner found objectionable by that Party. As used in this Agreement, “Marks” means a Party’s trademarks, service marks and associated logos. Each Party shall retain all right, title and interest in and to its Marks, and each Party’s use of the other Party’s Marks shall inure to the benefit of such other Party.

e. Section 13.d of the Agreement is hereby repealed and replaced as follows:

- d. The Parties understand and agree that according to the CAHPS Quality Assurance Guidelines, Client may only change CAHPS vendors at the start of a calendar quarter, and that Press Ganey, as Client's CAHPS vendor, must complete certain activities related to CAHPS Services beyond Client's final applicable patient discharge date, in accordance with such CAHPS Quality Assurance Guidelines and other CMS regulations. Therefore, notwithstanding any purported termination by Client of any CAHPS Services, (i) this MSA, the applicable SOW(s), and such CAHPS Services shall continue with respect to Client's applicable patient discharges occurring through the current calendar quarter and (ii) the obligations of each Party regarding such CAHPS Services, including but not limited to Client's obligation to pay applicable fees to Press Ganey, shall continue through the calendar quarter subsequent to Client's final applicable patient discharge date.
- f. Exhibit A, Patient Experience Statement of Work, is hereby repealed and replaced with the Exhibit A, attached hereto.
- g. Exhibit B, Outpatient and Ambulatory Surgery CAHPS Regulatory Survey Statement of Work, is hereby repealed and replaced with the Exhibit B, attached hereto.
- h. Exhibit C, Nursing Excellence Solution Statement of Work, is hereby modified as follows:
 - i. In the recitals section, the second whereas clause is repealed and replaced to read as follows:
WHEREAS, Client participates in the NDNQI Program under the terms of the NDNQI SOW effective April 1, 2023 between Client and Press Ganey ("NDNQI Services"); and
 - ii. In Section 3. Service Assurance, Subsection b., Juneteenth (June 19th) is added for a total of ten (10) Press Ganey recognized holidays.
- i. Attachment A to Exhibit F for Consumerism services is hereby repealed and replaced as follows:

Service	Annual Cost per Entity	Number of Entities	Yearly Fee
Listings	\$118.45	159	\$18,833.55
Reputation	\$92.70	159	\$14,739.30
Total Fees Year 1			\$33,572.85

Beginning **April 1, 2023**, Client agrees to pay Press Ganey the Yearly Fee outlined above. This fee shall be invoiced and payable in monthly increments. All fees shall increase two percent (2%) per year for the 2nd, 3rd, 4th and 5th year of the Term of the SOW.

Additional entities may be added to the platform at the price listed above (plus any annual increases allowed under the Agreement). The Parties agree to a quarterly review and true-up of the number of entities added to the Platform and Press Ganey will invoice client for the additional number of entities.

- j. Exhibit G for Press Ganey Workforce Solution Statement of Work, is hereby modified so that the term, ending February 28, 2025, is extended through February 29, 2028.
- k. Exhibit G, The SOW Term Service Fee Table is replaced as follows:

Year 1 March 1, 2022 – February 28, 2023	Year 2 March 1, 2023 – February 28, 2024	Year 3 March 1, 2024 – February 28, 2025
\$49,356.00	\$49,356.00	\$49,356.00

Year 4 March 1, 2025 – February 28, 2026	Year 5 March 1, 2026 – February 28, 2027	Year 6 March 1, 2027 – February 29, 2028
\$52,346.45	\$53,393.38	\$54,461.25

- l. Exhibit I for iRound services, is hereby added to the Agreement.
 - m. Exhibit J for On-demand Pulse Solution services is hereby added to the Agreement.
 - n. Exhibit K for NDNQI services is hereby added to the Agreement.
 - o. Attachment A is hereby repealed and replaced with Attachment A, attached hereto.
 - p. Exhibit E Primary Care First Participation Regulatory Survey Statement of Work, entered into as of September 1, 2021 is attached hereto.
 - q. Amendment to Exhibit E, entered into as of September 1, 2022, is attached hereto.
 - r. Exhibit H Press Ganey Workforce Subscription Statement of Work, entered into as of April 1, 2022, is attached hereto.
2. **Limited Effect.** Except as expressly provided in this Amendment, all of the terms and provisions of the Agreement are and will remain in full force and effect and are hereby ratified and confirmed by the Parties. On and after the Effective Date, each reference in the Agreement to “this Agreement,” “the Agreement,” “hereunder,” “hereof,” “herein” or words of like import, and each reference to the Agreement in any other agreements, documents or instruments executed and delivered pursuant to, or in connection with, the Agreement, will mean and be a reference to the Agreement as supplemented by this Amendment.
3. **Conflicts.** To the extent there is a conflict between the terms of this Amendment and the Agreement, the terms of this Amendment shall control.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the Amendment Effective Date.

SALINAS VALLEY MEMORIAL HEALTHCARE SYSTEM (Client #766)	PRESS GANEY ASSOCIATES LLC (D/B/A PRESS GANEY ASSOCIATES, INC.)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

**EXHIBIT A
PATIENT EXPERIENCE
STATEMENT OF WORK**

This Statement of Work (“SOW”) is entered into as of **April 1, 2023** (“Effective Date”) by and between **Press Ganey Associates LLC** (d/b/a Press Ganey Associates, Inc.), an Indiana limited liability company (“Press Ganey”) and **Salinas Valley Memorial Healthcare System, a local health care district organized and operating pursuant to Division 23 of the California Health and Safety Code, operating as Salinas Valley Health** (“Client,” and together with Press Ganey, the “Parties”) pursuant to and subject to the terms and conditions of the Master Services Agreement between the Parties effective January 1, 2020, as amended (the “MSA”). Capitalized terms not defined in this SOW will have the meanings assigned to them in the MSA.

1. SERVICE SUMMARY.

- a. Patient Experience Survey Products. Press Ganey shall use commercially reasonable efforts to:
 - Create and send multiple versions of the survey tool, as necessary and as requested by Client.
 - Conduct multiple wave surveying services to satisfy Client’s participation requirements, pursuant to applicable initiatives set forth in the Consumer Assessment of Health Providers and Systems, sponsored by the Centers for Medicare and Medicaid Services, if applicable.
 - Provide access to survey images and recordings, if available and permitted based on CMS guidelines.
 - Offer Client the ability to monitor the number of surveys administered, returned, and completed.
 - Transcribe all patient survey comments made in English and Spanish collected via mail or telephone verbatim (for example, grammar mistakes would not be corrected) and apply a comment rating to each comment.
 - Apply a comment rating to each eSurvey comment made in English and Spanish using a sentiment analysis software algorithm, which yields a rating accuracy of ninety-three (93) percent.

- b. Patient Experience Reports. Press Ganey shall use commercially reasonable efforts to:
 - Provide a worldwide, royalty-free, non-exclusive, limited, non-transferable, non-assignable, non-sublicensable license to use Press Ganey’s Patient Experience web-based application(s), for an unlimited number of users at each facility; client must designate a primary root user who will be responsible for user access and management of adding, maintaining and deleting users for their organization. For the avoidance of doubt, Client shall have no right or license to use any source code associated with the application and agrees not to reverse engineer the application or otherwise attempt to obtain the source code for the application or make any other use of the application except as authorized by Press Ganey in writing;
 - Provide reporting of patient experience results that include, but are not limited to:
 - (1) Static reports of Press Ganey CAHPS performance for standard time periods.
 - a. Static reports will be provided within thirty (30) days of the close of data collection.
 - (2) Interactive reporting, including the ability to create configurable data views
 - (3) Benchmarking to allow organizational comparison with selected peer groups
 - (4) Priority indices
 - (5) Comment reports
 - Make comments available for review through the web-based application and provide the capability for Client’s designated staff to review comments containing concerning content through specialized reporting, also referred to as “Hot Comments”. The determination regarding the content to be flagged by the Hot Comments functionality requires Client’s input. Client acknowledges that (i) Press Ganey does not guarantee that Hot Comments will identify

all content that Client considers to be concerning and (ii) Press Ganey has no obligation to flag comments for any reason.

- Provide additional reports through the web-based application on a monthly, quarterly, or annual basis upon Client's request. There may be a fee associated with these additional reports.
- c. For the NarrativeDx for Patient Experience service (the "NDx Service") Press Ganey shall:
- Subject to applicable CMS regulations, integrate unstructured text feedback ("Underlying Data") obtained through applicable and qualifying Press Ganey patient experience survey products.
 - Upon request and mutual, written agreement, Press Ganey may accept additional Underlying Data sources provided by Client, in accordance with Press Ganey specifications.
 - The Parties expressly agree that (i) it is Client's sole responsibility and obligation to procure and deliver the Underlying Data, (ii) the Underlying Data must be provided to Press Ganey directly by Client and not by any third party, and (iii) Press Ganey shall not be obligated to enter into or agree to any additional terms, conditions, agreements, or contracts with Client or any third party in order to receive the Underlying Data or otherwise perform the NDx Services. Client's failure or delay in delivery of the Underlying Data shall not relieve Client's payment obligations hereunder.
 - Leverage proprietary software to provide sentiment, themes, and subthemes from the applicable unstructured text feedback.
 - Provide interactive reporting, including the ability to create configurable data views.
- e. Centers of Excellence: Press Ganey will provide unlimited virtual access to Center of Excellence Advisors in support of the following activities:
- Advise on development and promotion of experience strategy
 - Advise on data trends, customer performance interpretation, goal setting, and data management
 - Share best practices, toolkits, and publications
 - Participation in Industry Councils and select Vendor hosted Webinars

Reasonable travel expenses for onsite visits will be billed as incurred.

Onsite support may be allocated for speaking engagements, observations and facilitated meetings by an Advisor and/or designee of Press Ganey.

- f. Application Support. Press Ganey shall use commercially reasonable efforts to provide access to support specialists who will:
- Work collaboratively with client on the implementation of new survey products and continuous on-going support:
 - Cooperate with client to determine survey customization that aligns with organizational goals and initiatives. Survey customizations can be made once annually.
 - Recommend appropriate sampling strategies aimed toward obtaining actionable data. Client may request sampling adjustments quarterly, and Press Ganey will cooperate with Client to determine whether the requested adjustment is recommended.
 - Collaborate with client and other Press Ganey staff to align inbound data with expected reporting outputs that drive improvement initiatives.
 - Provide reasonably detailed information from audits proactively performed in connection with Client setup and otherwise throughout the term of the SOW to guide compliance with CAHPS regulations and guidelines. Client acknowledges that this is not an assurance of compliance

with any federal and/or state laws, regulations, or requirements. Client understands that it has a separate and distinct non-delegable legal obligation to comply with all federal and/or state laws, regulations or requirements and Press Ganey is not liable for Client's failure to comply with these requirements.

- g. Client Support Desk. Press Ganey shall use commercially reasonable efforts to provide access to our client support desk who will:
- Provide virtual, real time client user assistance, Monday – Friday, 8:00 am – 8:00 pm EST.

2. DATA COLLECTION METHODOLOGY. Provided that Client is in compliance with its obligations under Section 4, Press Ganey shall use commercially reasonable efforts to:

- a. InfoTurn Surveying (Mail Methodology). Press Ganey shall:
- Provide surveys and accompanying cover letters for each contracted patient survey service;
 - Provide surveys and a return, business reply envelope with each mailing;
 - Complete mailings within three (3) business days of receipt of electronic patient data;
 - Provide access to scanned survey images within three (3) business days of their return via the PG Application; and
 - Transcribe all survey comments made in English within five (5) business days of Press Ganey's receipt, if Client has contracted for Press Ganey's "Comments Service".
- b. eSurvey Blend with Text Invitation (Electronic Internet Surveying).
- Send and process mail survey first before sending one SMS text invitation and/or email notifications to all survey takers who provide a mobile number or email address to Client, provided that Client has obtained valid "prior express consent" or "prior express written consent," as applicable, from such survey takers in accordance with its obligations under Section 4 herein;
 - Enter survey results into the Press Ganey database and make them available for viewing via the PG Application within three (3) business days following submission.
- c. eSurvey Only with Text Invitation (Electronic Internet Surveying).
- Send one SMS text invitation and/or email notifications to all survey takers who provide a mobile number or email address to Client, provided that Client has obtained valid "prior express consent" or "prior express written consent," as applicable, from such survey takers in accordance with its obligations under Section 4 herein;
 - Enter survey results into the Press Ganey database and make them available for viewing via the PG Application within three (3) business days following submission.

3. SERVICE ASSURANCE.

- a. Press Ganey Hours of Operations: Monday – Friday, 8:00 am – 8:00 pm EST.
- b. Press Ganey Holidays. Press Ganey recognizes the following ten (10) holidays, and all offices are closed on these days or their days of observance:
- New Year's Day (January 1)
 - Martin Luther King Day (third Monday in January)
 - Memorial Day (last Monday in May)
 - Juneteenth (June 19)
 - Independence Day (July 4)
 - Labor Day (first Monday in September)
 - Thanksgiving (fourth Thursday in November)
 - Day after Thanksgiving

- Christmas Eve (December 24)
 - Christmas (December 25)
- c. Federal Closures. Press Ganey services may be impacted by federal closures, such as federal holidays, federal shutdown, states of emergency, severe weather, or natural disaster. Every reasonable effort will be made to notify the Client and return to normal business operations once the federal closure ends. The timing for this return to normal business operations will be dependent upon the cause and duration of the closure as well as the resulting aftermath. Information on these closures may be found at www.pressganey.com/terms.
- d. Other Closures. There may be occasions where Press Ganey closes all offices, such as for a corporate meeting or a day of community service. If these instances occur, the client will be notified by Press Ganey a minimum of thirty (30) days in advance of such a closure. Information on these closures may be found at www.pressganey.com/terms.

4. CLIENT RESPONSIBILITIES. Client shall at all times during the Term:

- Comply with certain hardware and software requirements to receive Press Ganey's online services, as amended from time to time, which requirements may be found at www.pressganey.com/terms;
- Designate a primary root user for the Press Ganey Online System and Applications that is responsible for user access and management of users within their organization.
- Upon the departure of an employee from Client's facility, immediately terminate their access to Press Ganey Applications and other Press Ganey systems;
- Obtain any and all patient consents, authorizations, and/or approvals required by applicable U.S. federal and state laws, rules, regulations, policy, or industry guidelines to enable Press Ganey to execute its obligations under this Agreement, including but not limited to privacy policies, laws regarding the transfer and/or transmission of data, the Telemarketing Sales Rule and the Telephone Consumer Protection Act (the "TCPA"), and the CTIA Short Code Handbook.
- If Client is receiving Text Invitation services, ensure that the Patient providing the "prior express consent" or "prior express written consent" to send texts to a telephone number as required by the TCPA, that Patient is the current subscriber or customary user for that telephone number, and that the consent obtained from such Patient/subscriber has not been revoked.
- Ensure that the email addresses provided to Press Ganey are currently assigned to the designated Patient and that no Patient has opted out or unsubscribed from receiving emails from Client.
- Comply with the requirements of sampling strategy and survey distribution methodology. Client recognizes that a common distribution methodology must be used in order to avoid bias, enable comparative data to be valid, and meet the highest standards of reporting. Additionally, Client acknowledges that reporting standards require that a minimum number of surveys must be returned before a statistically-valid report can be issued by Press Ganey. The minimum requirement for small hospital databases and for other services not mentioned below is thirty (30) returned surveys. The minimum requirements for the large hospital comparative databases are as follows:
 - Inpatient – one hundred and seventy-five (175)
 - Pediatric Inpatient – one hundred and forty-two (142)
 - Emergency Room – one hundred and forty-five (145)
 - Ambulatory Surgery – one hundred and six (106)
 - Medical Practice – thirty (30)
 - Outpatient Services – one hundred and forty-nine (149)

5. ACKNOWLEDGEMENT; DISCLAIMER. THE PARTIES AGREE THAT FOR PURPOSES OF THE TCPA, PRESS GANEY SHALL BE DEEMED TO BE CONTACTING PATIENTS AT THE CLIENT'S DIRECTION, UNDER THE CLIENT'S SUPERVISION, AND FOR THE CLIENT'S BENEFIT AND CLIENT SHALL HAVE SOLE RESPONSIBILITY TO OBTAIN ANY AND ALL NECESSARY CONSENTS FROM PATIENTS AS DEFINED UNDER THE TCPA.

6. PAYMENT TERMS.

- a. Contract fees are as indicated on **Attachment A**.

IN WITNESS WHEREOF, the undersigned have executed this SOW effective as of the Effective Date.

SALINAS VALLEY MEMORIAL HEALTHCARE SYSTEM (Client #766)	PRESS GANEY ASSOCIATES LLC (D/B/A PRESS GANEY ASSOCIATES, INC.)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

EXHIBIT B
OUTPATIENT AND AMBULATORY SURGERY
CAHPS REGULATORY SURVEY
STATEMENT OF WORK

This Statement of Work (“SOW”) is entered into as of April 1, 2023 (“Effective Date”) by and between **Press Ganey Associates LLC (d/b/a Press Ganey Associates, Inc.)**, an Indiana limited liability company (“Press Ganey”) and **Salinas Valley Memorial Healthcare System, a local health care district organized and operating pursuant to Division 23 of the California Health and Safety Code, operating as Salinas Valley Health** (“Client,” and together with Press Ganey, the “Parties”) pursuant to and subject to the terms and conditions of the Master Services Agreement between the Parties effective January 1, 2020, as amended (the “MSA”). Capitalized terms not defined in this SOW will have the meanings assigned to them in the MSA.

1. SERVICE SUMMARY.

- a. Press Ganey shall use commercially reasonable efforts to:
- Create and send multiple versions of the survey tool, as necessary and as requested by Client;
 - The Outpatient and Ambulatory Surgery CAHPS (“OAS CAHPS”) portion of the survey cannot be altered. Supplemental questions must comply with the Centers for Medicare and Medicaid Services (“CMS”) guidelines.
 - Follow the procedures and specifications as prescribed by CMS
 - Administer the survey based on the timelines prescribed by CMS for each contracted OAS CAHPS client, if Client has transmitted data to Press Ganey by the defined data submission deadline;
 - An OAS CAHPS client/facility is defined as a single CMS Certification Number (CCN)
 - Submit data to CMS at specified time
 - Limit patient level data to protect respondent identity
 - Provide access to survey images or interview recordings, if respondent provides consent to share their identity linked to their responses;
 - Provide a worldwide, royalty-free non-exclusive, limited, non-transferable, non-assignable, non-sublicensable license to use Press Ganey’s Patient Experience web-based application(s), for an unlimited number of users at each facility; client must designate a primary root user who will be responsible for user access and management of adding, maintaining and deleting users for their organization. For the avoidance of doubt, Client shall have no right or license to use any source code associated with the application and agrees not to reverse engineer the application or otherwise attempt to obtain the source code for the application or make any other use of the application except as authorized by Press Ganey in writing;
 - Provide monthly CAHPS Summary reports through the PG Application (as long as thirty (30) surveys have been received during the specific reporting period); typical reports include but are not limited to:
 - (1) Client percent top box performance compared to peer group performance across OAS CAHPS domains
 - (2) Question analysis: sample size, with top box performance, trend, and percentile ranks for OAS CAHPS questions and domains
 - (3) Priority index with Client’s performance
 - Offer Client the ability to monitor the number of surveys administered and returned;
 - Provide the opportunity to review recommendations and other content for improvement related to major service lines located in the Press Ganey Solution Starter;

- Provide access to Press Ganey's Online Community – an information exchange forum that allows facilities to review industry best practices and collaborative solutions for improving patient satisfaction;
 - Offer educational networking opportunities with other Press Ganey clients through the National Client Conference and Regional Education Symposiums; and
 - Provide subscriptions to Press Ganey publications.
- b. Patient Survey Comments. Press Ganey shall use commercially reasonable efforts to:
- Transcribe all patient survey comments made in English collected via mail or telephone verbatim and make comments available for review through the PG Application, and permit Client's designated staff to review "Hot Comments" in real-time through Press Ganey's "Real Time Comments" application;
 - Provide additional reports through the PG Application on a monthly, quarterly or annual basis upon Client's request; and
- c. For the NarrativeDx for Patient Experience service (the "NDx Service") Press Ganey shall:
- Subject to applicable CMS regulations, integrate unstructured text feedback ("Underlying Data") obtained through applicable and qualifying Press Ganey patient experience survey products.
 - Upon request and mutual, written agreement, Press Ganey may accept additional Underlying Data sources provided by Client, in accordance with Press Ganey specifications.
 - The Parties expressly agree that (i) it is Client's sole responsibility and obligation to procure and deliver the Underlying Data, (ii) the Underlying Data must be provided to Press Ganey directly by Client and not by any third party, and (iii) Press Ganey shall not be obligated to enter into or agree to any additional terms, conditions, agreements, or contracts with Client or any third party in order to receive the Underlying Data or otherwise perform the NDx Services. Client's failure or delay in delivery of the Underlying Data shall not relieve Client's payment obligations hereunder.
 - Leverage proprietary software to provide sentiment, themes, and subthemes from the applicable unstructured text feedback.
 - Provide interactive reporting, including the ability to create configurable data views.
- d. Centers of Excellence: Press Ganey will provide unlimited virtual access to Center of Excellence Advisors in support of the following activities:
- Advise on development and promotion of experience strategy
 - Advise on data trends, customer performance interpretation, goal setting, and data management
 - Share best practices, toolkits, and publications
 - Participation in Industry Councils and select Vendor hosted Webinars

Reasonable travel expenses for onsite visits will be billed as incurred.

Onsite support may be allocated for speaking engagements, observations and facilitated meetings by an Advisor and/or designee of Press Ganey.

- e. Advisor Support. Press Ganey will provide Patient Experience Advisory support as outlined in Exhibit A.
- f. Application Support. Press Ganey shall use commercially reasonable efforts to provide access to support specialists who will:

- Work collaboratively with client on the implementation of new survey products and continuous on-going support:
- Cooperate with client to determine survey customization that aligns with organizational goals and initiatives. Survey customizations can be made once annually.
- Recommend appropriate sampling strategies aimed toward obtaining actionable data. Client may request sampling adjustments quarterly, and Press Ganey will cooperate with Client to determine whether the requested adjustment is recommended.
- Collaborate with client and other Press Ganey staff to align inbound data with expected reporting outputs that drive improvement initiatives.
- Provide reasonably detailed information from audits proactively performed in connection with Client setup and otherwise throughout the term of the SOW to guide compliance with CAHPS regulations and guidelines. Client acknowledges that this is not an assurance of compliance with any federal and/or state laws, regulations, or requirements. Client understands that it has a separate and distinct non-delegable legal obligation to comply with all federal and/or state laws, regulations or requirements and Press Ganey is not liable for Client's failure to comply with these requirements..

2. DATA COLLECTION METHODOLOGY. Provided that Client is in compliance with its obligations under Section 4, Press Ganey shall use commercially reasonable efforts to:

- a. InfoTurn Surveying (Mail Methodology). Press Ganey shall:
 - Provide surveys and accompanying cover letters for each contracted patient survey service;
 - Provide surveys and a return, business reply envelope with each mailing;
 - Complete mailings at the time prescribed by CMS, provided that Client has transmitted data to Press Ganey by the data submission deadline;
 - Provide access to scanned survey images within three (3) business days of their return via the PG Application, if the respondent provides consent to share their identity linked to their responses; and
 - Transcribe all survey comments made in English upon survey receipt, if Client has contracted for Press Ganey's "Comments Service"..
- b. eSurvey with Text Invitation (Electronic Internet Surveying) (Unofficial).
 - Send and process mail survey first before sending one SMS text invitation and/or email notifications to all survey takers who provide a mobile number or email address to Client, provided that Client has obtained valid "prior express consent" or "prior express written consent," as applicable, from such survey takers in accordance with its obligations under Section 4 herein;
 - Enter survey results into the Press Ganey database and make them available for viewing via the PG Application within three (3) business days following submission.

3. SERVICE ASSURANCE.

- a. Press Ganey Hours of Operations. Press Ganey shall provide access to our associates Monday – Friday, 8:00 am – 8:00 pm EST.
- b. Press Ganey Holidays. Press Ganey recognizes the following ten (10) holidays and all offices are closed on these days or their days of observance:
 - New Year's Day (January 1)
 - Martin Luther King Day (third Monday in January)
 - Memorial Day (last Monday in May)
 - Juneteenth (June 19)

- Independence Day (July 4)
 - Labor Day (first Monday in September)
 - Thanksgiving (fourth Thursday in November)
 - Day after Thanksgiving
 - Christmas Eve (December 24)
 - Christmas (December 25)
- c. Federal Closures. Press Ganey services may be impacted by federal closures, such as federal holidays, federal shutdown, states of emergency, severe weather, or natural disaster. Every effort will be made to notify the Client and return to normal business operations once the federal closure ends. The timing for this return to normal business operations will be dependent upon the cause and duration of the closure as well as the resulting aftermath. Information on these closures may be found at www.pressganey.com/terms.
- d. Other Closures. There may be occasions where Press Ganey closes all offices, such as for a corporate meeting or a day of community service. If these instances occur, the client will be notified by Press Ganey a minimum of thirty (30) days in advance of such a closure. Information on these closures may be found at www.pressganey.com/terms.

4. CLIENT RESPONSIBILITIES. Client shall at all times during the Term:

- Comply with all CMS OAS CAHPS standards and guidelines;
- Provide a list of patients in a data file by the data submission deadline established by Press Ganey. The data file must conform to Press Ganey file specifications;
 - If client chooses to stratify their sample, ensure that each stratification group has a minimum of ten (10) patients to sample per month.
- According to the CAHPS Quality Assurance Guidelines a Client may only change CAHPS vendors at the beginning of a calendar quarter. Therefore, any cancellation will not be valid until after data submission to CMS has been completed for applicable calendar quarter.
- Include the Press Ganey copyright on each survey;
- Recognize that clients are prohibited from altering the OAS CAHPS survey including dropping standard questions or changing the rating scale;
- Comply with certain hardware and software requirements to receive Press Ganey's online services, as amended from time to time, which requirements may be found at www.pressganey.com/terms;
- Designate a root user for the Press Ganey Online System and Applications that is responsible for user access and management of users within the organization;
- Upon the departure of an employee from Client's facility, immediately terminate their access to Press Ganey Applications and other Press Ganey systems;
- Comply with the requirements of sampling strategy and survey distribution methodology. Client recognizes that a common distribution methodology must be used in order to avoid bias, enable comparative data to be valid, and meet the highest standards of reporting. Additionally, Client acknowledges that reporting standards require that a minimum number of surveys must be returned before a statistically-valid report can be issued by Press Ganey. The minimum requirement for this service is thirty (30) returned surveys. Demographic information cannot be provided with less than eleven (11) responses.
- Obtain any and all patient consents, authorizations, and/or approvals required by applicable U.S. federal and state laws, rules, regulations, policy, or industry guidelines to enable Press Ganey to execute its obligations under this Agreement, including but not limited to privacy policies, laws regarding the transfer and/or transmission of data, the Telemarketing Sales Rule and the Telephone Consumer Protection Act (the "TCPA"), and the CTIA Short Code Handbook. (this would replace the standard consent language in the SOW)

- If Client is receiving Text Invitation services, ensure that the Patient providing the “prior express consent” or “prior express written consent” to send texts to a telephone number as required by the TCPA, that Patient is the current subscriber or customary user for that telephone number, and that the consent obtained from such Patient/subscriber has not been revoked.

5. ACKNOWLEDGEMENT; DISCLAIMER. THE PARTIES AGREE THAT FOR PURPOSES OF THE TCPA, PRESS GANEY SHALL BE DEEMED TO BE CONTACTING PATIENTS AT THE CLIENT’S DIRECTION, UNDER THE CLIENT’S SUPERVISION, AND FOR THE CLIENT’S BENEFIT AND CLIENT SHALL HAVE SOLE RESPONSIBILITY TO OBTAIN ANY AND ALL NECESSARY CONSENTS FROM PATIENTS AS DEFINED UNDER THE TCPA.

6. PAYMENT TERMS.

- a. Contract fees are as indicated on **Attachment A**.

IN WITNESS WHEREOF, the undersigned have executed this Statement of Work as of the Effective Date.

SALINAS VALLEY MEMORIAL HEALTHCARE SYSTEM (Client #766)	PRESS GANEY ASSOCIATES LLC (D/B/A PRESS GANEY ASSOCIATES, INC.)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

EXHIBIT I
IROUND STATEMENT OF WORK

This Statement of Work (“SOW”) is entered into as of **April 1, 2023** (“Effective Date”) by and between **Press Ganey Associates LLC (d/b/a Press Ganey Associates, Inc.)**, an Indiana limited liability company (“Press Ganey”) and **Salinas Valley Memorial Healthcare System, a local health care district organized and operating pursuant to Division 23 of the California Health and Safety Code, operating as Salinas Valley Health** (“Client,” and together with Press Ganey, the “Parties”) pursuant to and subject to the terms and conditions of the Master Services Agreement between the Parties effective January 1, 2020, as amended (the “MSA”). Capitalized terms not defined in this SOW will have the meanings assigned to them in the MSA.

1. IROUND OVERVIEW

iRound combines a web-based rounding application, analytical dashboard, and change management support services to help hospital leaders transform their approach to experience – by enabling communication, issue resolution, and personalized care.

Client staff can automate daily rounding with iRound using any internet-connected device and iRound’s proprietary Status Map interface, which provides a real-time view of patient locations and occupancy as well as tracking of rounds and service recovery requests at the patient level (ADT integration required). A secure dashboard system transforms the data into interactive reports for in-depth analysis and systematic performance improvement in real time. Service recovery & physician/employee recognition capabilities further drive real time performance improvement by allowing in the moment, patient-centric issue resolution, as well as timely and specific employee feedback.

iRound eliminates the need to manually key in paper notes from daily patient rounds, reducing the risk of transcription errors and saving valuable nursing time. More importantly, iRound enables staff to take rapid action upon identifying a patient need or concern during a round.

iRound’s auditing and reporting functionality supports common use cases such as Quality & Safety and Environment of Care.

2. SERVICE SUMMARY.

a. Press Ganey shall use commercially reasonable efforts to:

- Provide a non-exclusive, limited, non-transferable, non-assignable, non-sublicensable, non-source code license to use Press Ganey’s iRound web-based rounding survey tool and reporting application (the “Rounding Application”), for use at each facility. For the avoidance of doubt, Client shall have no right or license to use any source code associated with the Rounding Application and agrees not to reverse engineer the Rounding Application or otherwise attempt to obtain the source code for the Rounding Application or make any other use of the Rounding Application except as authorized by Press Ganey in writing.
- Train Client to administer surveying via the Rounding Application, as requested by Client;

b. Quality of data derived from Rounding Application.

- If, in its use of the Rounding Application, Client elects to utilize or include surveys or questions that are not provided by Press Ganey (such as for purposes related to goal setting and other kinds of incentive targets), Press Ganey disclaims any responsibility for the quality, validity, accuracy, or any other characteristics of the data associated with the non-Press Ganey provided surveys or questions.

3. DATA COLLECTION METHODOLOGY. Provided that Client is in compliance with its obligations under Section 5, Press Ganey shall use commercially reasonable efforts to provide:

iRound Rounding and Reporting Tool

The Rounding Application provides automation of rounding, coupled with analytic tools for data aggregation and reporting, including:

- Dashboards to provide at-a-glance views of rounding performance on a daily basis for all units
- Service Recovery Task tracking and reporting in a real time manner to facilitate faster action to resolve service issues
- Ability for multiple users to easily access and track key patient rounding on demand
- Detailed, drill-down reporting of accumulated data with daily, weekly, or monthly frequency

The Rounding Application is comprised generally of the following major components:

- Web-Based Application for Rounding and Wireless Synchronization of Accumulated Data
- Web-Based Analytics Engine, Dashboards, and Reporting Tool
- Patient Experience Rounding Forms and Reports based on Best Practices
- Audit Forms and Reports for Quality & Safety and/or other user cases
- Optional HL7 ADT integration for real time patient level rounding data.
- Orientation, Training, Site Configuration, and Support

Technology Components	
iRound Web-Based Application for Rounding	Web browser based application for data collection at the room, bed, or patient level
Patient Experience Rounding Forms and Reports	Foundational best practice-based Patient Experience rounding forms and reports for Daily Patient Rounding, Staff Recognition, Service Recovery and Leader Rounding on Employees
Audit Forms and Reports	Library of templated audit/survey forms supporting Quality & Safety, Infection Prevention, Environment of Care and Regulatory & Compliance.
HL7 ADT Integration	Admission, Discharge and Transfer activity from Client’s Admissions application to iRound allows the ability track historical rounding and profile information at the patient level

4. SERVICE ASSURANCE.

- a. Press Ganey Hours of Operations. Press Ganey shall provide access to our associates Monday – Friday, 8:00 am – 8:00 pm EST.
- b. Press Ganey Holidays. Press Ganey recognizes the following ten (10) holidays and all offices are closed on these days or their days of observance:
 - New Year’s Day (January 1)
 - Martin Luther King Day (third Monday in January)
 - Memorial Day (last Monday in May)
 - Juneteenth (June 19)
 - Independence Day (July 4)
 - Labor Day (first Monday in September)
 - Thanksgiving (fourth Thursday in November)
 - Day after Thanksgiving
 - Christmas Eve (December 24)
 - Christmas (December 25)
- c. Federal Closures. Press Ganey services may be impacted by federal closures, such as federal holidays, federal shutdown, states of emergency, severe weather, or natural disaster. Every effort will be made to

notify the Client and return to normal business operations once the federal closure ends. The timing for this return to normal business operations will be dependent upon the cause and duration of the closure as well as the resulting aftermath. Information on these closures may be found at www.pressganey.com/terms.

- d. Other Closures. There may be occasions where Press Ganey closes all offices, such as for a corporate meeting or a day of community service. If these instances occur, the client will be notified by Press Ganey a minimum of thirty (30) days in advance of such a closure. Information on these closures may be found at www.pressganey.com/terms.

5. CLIENT RESPONSIBILITIES. Client shall at all times during the Term :

- a. Utilize the Rounding Application, including administering the survey, via hardware Client supplies (iPad, Tablet, PC, etc.) using a wireless network or device with Internet access at Client's place of business.
- b. Work with Press Ganey to set up the survey, organizational hierarchy, and users and manage modifications to the Rounding Application.
- c. Ensure that its use of the Rounding Application complies with CAHPS regulations applicable to the facility in which Client informs Press Ganey that it will use the Rounding Application.
 - If Client modifies a Press Ganey template or any Press Ganey-approved question, creates its own template or question(s), or uses the Press Ganey template in a facility for which a different or additional set of CAHPS regulations applies, Press Ganey is not responsible for CAHPS compliance.
 - Client will discontinue its use of any Press Ganey-approved question or template immediately, in the event Client receives notice from Press Ganey that any such question or template no longer complies with CAHPS protocol.
- d. Promptly notify Press Ganey of any Electronic Health Record (EHR) system conversions and advise Press Ganey in advance if any Client facilities contemplated to receive services utilize an alternative EHR system. Additional fees may apply for implementation of new interface connections to (re-)establish HL7 ADT integration at Client or any newly added Client facilities.
- e. Client agrees not to utilize the Rounding Application to collect financial information, including but not limited to bank account information and credit card numbers, and social security numbers. Press Ganey shall not be responsible or liable in the event such information is collected by or transferred to the Rounding Application.
- f. Client acknowledges that it must comply with certain hardware and software requirements to receive Press Ganey's online services, as amended from time to time, which requirements may be found at www.pressganey.com/terms.
- g. Client shall designate a primary root user for the Press Ganey Online System and Applications that is responsible for user access and management of users within their organization and, upon the departure of personnel from Client's employment, Client shall immediately terminate such personnel's access to the Rounding Application and other Press Ganey systems.
- h. Obtain any and all patient consents, authorizations, and/or approvals required by applicable U.S. federal and state laws, rules, regulations, policy or industry guidelines including but not limited to privacy policies to enable Press Ganey to execute its obligations under this SOW.

6. PAYMENT TERMS.

- a. Contract fee are as outlined in Attachment A. Fees will be invoiced in monthly increments beginning as of the Start Date.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this SOW effective as of the SOW Effective Date.

SALINAS VALLEY MEMORIAL HEALTHCARE SYSTEM (Client #766)	PRESS GANEY ASSOCIATES LLC (D/B/A PRESS GANEY ASSOCIATES, INC.)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

**EXHIBIT J
STATEMENT OF WORK
ON-DEMAND PULSE SOLUTION**

This Statement of Work (“SOW”) is entered into as of **April 1, 2023** (“Effective Date”) by and between **Press Ganey Associates LLC** (“Press Ganey”) and **Salinas Valley Memorial Healthcare System, a local health care district organized and operating pursuant to Division 23 of the California Health and Safety Code, operating as Salinas Valley Health** (“Client,” and together with Press Ganey, the “Parties”). This SOW is entered into pursuant to and subject to the terms and conditions of the Master Services Agreement between the Parties effective January 1, 2020 (the “MSA,” and together with this SOW, the “Agreement”). Capitalized terms not defined in this SOW will have the meanings assigned to them in the MSA. In the event of a conflict between this SOW and the terms of the MSA, the terms of this SOW shall control.

I. TERM.

The initial term of this SOW commences on the Effective Date and continues for **five (5) years** therefrom (the “SOW Initial Term”). Notwithstanding anything to the contrary in the MSA, this SOW may be renewed for additional terms by mutual written agreement of the Parties (any such renewal term, a “SOW Renewal Term” and together with the SOW Initial Term, the “SOW Term”). Each consecutive twelve (12) month period of the SOW Term, beginning on the Effective Date, is herein referred to as a “Year” and each individual Year may be specifically referred to with subsequent numbering, i.e. Year 1, Year 2, Year 3.

II. ON-DEMAND PULSE SERVICE OVERVIEW.

The On-Demand Pulse Service, which provides Client talent management and organizational development leaders (“Authorized Users”) with access to and use of (in accordance with the terms herein) Press Ganey’s On-Demand Pulse Platform (the “Platform”) (the On-Demand Pulse Service together with the Platform, the “Services”), complements Press Ganey’s comprehensive approach to in-depth cultural assessments with an innovative approach to understand Client’s employees (“Participants”) and build a connected culture through continuous listening.

- A. The ‘Micro Pulse’ functionality provides Client’s Authorized Users with certain survey capabilities for administration to Client’s Participants; Offered as an add-on option to Press Ganey’s Strategic Workforce Solution services, Micro Pulse surveying delivers new capabilities to:
 - 1. Set up and administer Client’s own pulse surveys.
 - 2. Empower Authorized Users to deliver On-Demand Pulse strategies.
 - 3. Build from an item library of Press Ganey’s survey items.
- B. The ‘Lifecycle’ functionality provides Client’s Authorized Users with certain survey capabilities for administration to Client’s Participants; Offered as an add-on option to Press Ganey’s Strategic Workforce Solution services, Lifecycle surveying delivers new capabilities to:
 - 1. Continuously capture and monitor direct feedback at two pivotal stages – when caregivers are onboarding and when they leave your organization.
 - 2. Trend results over time and filter results by date range.

III. CONFIGURATION SPECIFICS. The following information reflects Client’s specific survey service details, which may be administered during the SOW Term:

Included Components:	Employee
Included Number of Authorized Users:	Up to fifteen (15)
Included Number of Participants:	2,050
Included Number of Virtual Training Sessions:	Up to three (3)
Included Number of Lifecycle Surveys:	Up to two (2)
Lifecycle Survey SMS Text Message Link Delivery:	Yes (Lifecycle Survey Only)

IV. FEES AND PAYMENT.

- A. **Service Fee.** Client agrees to pay Press Ganey a service fee (“Service Fee”) for each Year, in accordance with this SOW. The Service Fee for each Year of the SOW Initial Term is as indicated in the SOW Initial Term Service Fee Table below. The Service Fee for each Year of any SOW Renewal Term(s) shall equal the Service Fee of the immediately preceding Year, plus any applicable Escalator (as defined below).

SOW Initial Term Service Fee Table

Year 1 April 1, 2023 – March 31, 2024	Year 2 April 1, 2024 – March 31, 2025	Year 3 April 1, 2025 – March 31, 2026	Year 4 April 1, 2026 – March 31, 2027	Year 5 April 1, 2027 – March 31, 2028
\$22,000.00	\$22,440.00	\$22,888.80	\$23,346.58	\$23,813.51

- B. **Invoicing.** Client will be invoiced the Service Fee for Year 1 upon the Effective Date of this SOW and will be invoiced the applicable Service Fee on the first day of each Year thereafter for the remainder of the SOW Term. Client shall remit payment in accordance with the terms set forth in the MSA.
- C. **Expenses.** The Service Fee does not include travel or lodging expenses, which are invoiced monthly as incurred.
- D. **Additional Services.** The Service Fee is inclusive of the specific scope of service outlined herein. Any additional services requested by Client may incur an additional fee including, but not limited to, the following:
1. **Support Days.** There are no Support Days included with the Services. Client may, upon mutual agreement of the Parties, add Support Days at a rate of \$3,675.00 per day (“Support Day Fee”). A Support Day includes up to six (6) hours of meetings and/or presentations in a 12-hour period.
 2. **Additional Participants.** Client may, upon mutual agreement of the Parties, add additional Participants at a rate of \$13.73 per Participant, per Year (“Additional Participant Fee”).
 3. **Additional Authorized Users.** Client may, upon mutual agreement of the Parties, add additional Authorized Users at a rate of \$1,000 per Authorized User, per Year (“Additional AU Fee”).
 4. **Additional Virtual Training Sessions.** Client may, upon mutual agreement of the Parties, add additional Virtual Training Sessions of up to two (2) hours each at a rate of \$900.00 per Virtual Training Session (“Additional Training Fee”).
 5. **Hierarchy Update.** Client may, upon mutual agreement of the Parties, work with Press Ganey to create a new organizational hierarchy based on an updated Human Resource Information System (HRIS) file at a rate of \$5,000 per update (“Hierarchy Update Fee”).
 6. **Monthly Support.**
 - i. *Participant and Hierarchy Maintenance.* Client may, upon mutual agreement of the Parties, increase the frequency of the ongoing support meetings, intended for participant and hierarchy maintenance, including hierarchy syncs, from the standard quarterly meeting to a monthly meeting at a rate of \$6,000 per year (“Participant/Hierarchy Support Fee”).
 - ii. *Advisory Support.* Client may, upon mutual agreement of the Parties, increase the frequency of the ongoing support meetings, intended for strategic planning and guidance, from the standard quarterly meeting to a monthly meeting at a rate of \$6,000 per year (“Advisory Support Fee”).
 7. **Custom Reporting.** Client may, upon mutual agreement of the Parties, add custom reporting at a rate of \$200.00 per hour (“Custom Reporting Fee”), including but not limited to the following:
 - i. *Hierarchy Report.* A custom report that provides item mean scores across all hierarchy units.
 - ii. *Demographic Report.* A custom report that provides item mean scores across all demographic groups.
 8. **Additional Lifecycle Surveys.** The Service Fee includes access to the number of surveys indicated in Section III (Configuration Specifics). Client may, upon mutual agreement of the Parties, add additional lifecycle surveys at a rate of \$21,000.00 per lifecycle survey, per Year (“Additional Lifecycle Fee”).
 9. **Translation.** All Press Ganey-provided survey items are provided in English only by default. Spanish language translation may be provided upon Client request for no additional cost. Client may, upon mutual agreement of the Parties, add additional language translation at a rate of \$6,000 per language (“Translation Fee”). Translation includes Press Ganey-provided items only; Client shall be responsible for translation of any custom items.

10. Support Days, Additional Participants, Additional Authorized Users, Additional Virtual Training Sessions, Hierarchy Updates, Participant and Hierarchy Maintenance, Advisory Support, Custom Reporting, Additional Lifecycle Surveys, and Translation are collectively referred to as the "Additional Services"; The Support Day Fee, Additional Participant Fee, Additional AU Fee, Additional Training Fee, Hierarchy Update Fee, Participant/Hierarchy Support Fee, Advisory Support Fee, Custom Reporting Fee, Additional Lifecycle Fee, and Translation Fee are collectively referred to as the "Additional Services Fees".
 11. Notwithstanding anything to the contrary herein or in the MSA, the Parties agree that the incorporation of Additional Services, and any corresponding Additional Service Fees, may be agreed upon and approved for addition by the Parties in writing via e-mail, and that any such written e-mail approval shall constitute a written addendum to this SOW and shall create a legally binding agreement and enforceable obligation despite the absence of a fully executed written amendment.
 12. Support Day Fee(s), Additional Training Fee(s), Hierarchy Updates Fee(s), Custom Reporting Fee(s), and Translation Fees will be invoiced as incurred. Additional Participant Fee(s), Additional AU Fee(s), Participant/Hierarchy Support Fee(s), Advisory Support Fee(s), and Additional Lifecycle Fee(s), for the current Year, will be invoiced as incurred, and for any Years thereafter will be invoiced on the same schedule as the Service Fee.
- E. Escalation. Notwithstanding anything to the contrary in the MSA, (i) the Service Fee, for each Year of any SOW Renewal Term(s), and (ii) the Additional Service Fees, for each Year of the SOW Term, shall each increase by three percent (3%) per Year ("Escalator").

V. ON-DEMAND PULSE SERVICE SPECIFICS.

A. Strategy and Planning

1. At the commencement of this SOW, a strategic dialogue with Client's executive team and/or executive project sponsor, led by a member of Press Ganey's advisory team, will aim to identify Client's organizational continuous listening needs, capabilities and strategy.
2. Press Ganey shall assign an Account Manager to set up Client's On-Demand Pulse Service and provide up to three (3) virtual training session(s) consisting of one or more of the following: (i) utilization of the Platform to create and administer Micro Pulse surveys and view results, (ii) utilization of the Platform to create and administer Lifecycle surveys and view results, and (iii) creation and upload of participant files, hierarchy updates and authorized user management.

B. Measurement and Survey Instruments – Employee On-Demand Pulse Surveys

1. For Micro Pulse surveys, the Platform includes a library of Press Ganey items linked to robust national health care benchmarks. Client shall have the ability to select from a menu of templates pre-determined by Press Ganey, which may include the following:
 - i. *Employee Model of Workforce Engagement*
 - a. **Engagement Indicator** – Assesses employee engagement, loyalty, pride and willingness to recommend the organization.
 - b. **Organization Domain** – Measures employee attitudes toward the organization.
 - c. **Manager Domain** – Measures employee attitudes toward the immediate manager and supervisors within the work group/department.
 - d. **Employee Domain** – Measures employee attitudes toward their job and the performance of coworkers and report group.
 - ii. **Diversity** – Measures how much of an impact an employee's background has on their daily lives as an employee.
 - iii. **Resilience** – Measures the ability of employees and providers to disconnect from work and the degree to which they connect to the meaning of their work.
 - iv. **Safety Culture** – Measures a culture supportive of delivering care that is safe for patients and caregivers.
 - v. Client shall have the ability to add custom open-ended items and custom closed-ended items which utilize the following scales: (i) Strongly Agree to Strongly Disagree (5-point scale), (ii) Always to Never (5-point scale), (iii) Extremely Important to Not at All Important (5-point scale), (iv) Very Satisfied to Very Dissatisfied (5-point scale) and (v) Yes / No.
2. For Lifecycle surveys, the Platform includes a library of Press Ganey surveys, including but not limited to those listed below. Of the four (4) surveys listed below, the Service Fee includes access to only the

number of surveys indicated in Section III (Configuration Specifics); Client may add additional surveys in accordance with Section IV(D) (Additional Services).

- i. **Entrance Survey** – Measures the attitude of new employees toward the hiring process, their perceptions of what their jobs will entail, and their reasons for joining the organization. Survey administration occurs within the first seven days of employment. Benchmark comparisons will be provided as they become available.
 - ii. **New Hire Survey** – Measures the attitude of new employees toward the organization, immediate manager, and supervisors, as well as their job and the performance of coworkers and report group within 30-60 days from the employee's start date. Benchmark comparisons will be provided as they become available.
 - iii. **Acclimation Survey** – Measures the attitude of new employees toward the organization, immediate manager, and supervisors, as well as their job and the performance of coworkers and report group approximately 90 days from the employee's start date. Benchmark comparisons will be provided as they become available.
 - iv. **Exit Survey** – Measures the attitude of employees who are leaving the organization toward the organization, immediate manager, and supervisors, as well as their job and the performance of coworkers and report group. Also helps identify the reason(s) why employees are leaving the organization. Benchmark comparisons will be provided as they become available.
3. Press Ganey's standard pre-filled demographics are included by default, as detailed on Appendix 1 hereto. Custom demographics may be requested during the setup of the Platform.
- C. Survey Administration Services and Support
1. *Micro Pulse Survey Planning and Management*
 - i. Access to a designated Account Manager who will work collaboratively with Client's Human Resource Business Partner (HRBP) on the set up of the Platform.
 - ii. Access to one (1) organizational hierarchy.
 2. *Micro Pulse Survey Administration*
 - i. Enables Client to create on-demand, real-time surveys.
 - ii. Secure and easy to navigate.
 - iii. Easily accessed using most up-to-date browsers, make no demands on Client's IT resources and leave no lasting footprints, cookies or DDLs.
 - iv. Use of Unique Survey Links enables "pre-filling" of demographic data tied to each participant's data through the HRIS data file from the most recent full census engagement survey.
 - v. Pre-loaded electronic survey invitation and survey reminder available to send to survey participants.
 - vi. Enables Client to add survey participants as new employees join the organization, make hierarchy updates and manage authorized users.
 3. *Lifecycle Surveys*
 - i. An Account Manager will conduct the initial project set up for Lifecycle surveys.
 - ii. Client is responsible for triggering invitations for Lifecycle surveys by uploading HRIS files to an SFTP site. Files must include the appropriate data points (e.g., start date, termination date, standard PG demographics) and be formatted according to specifications provided. File uploads should occur at a predetermined interval (e.g., daily, weekly, monthly).
- D. Participant & Hierarchy Maintenance
1. *Participant Maintenance*
 - i. Client is responsible for setting up the initial participant demographic crosswalk.
 - ii. Client is responsible for uploading accurate HRIS files to Press Ganey to assign units and maintain participant data.
 - a. Client may determine frequency of file upload and whether to automate file uploads.
 - b. Client may add new demographic items on a quarterly basis, as needed.
 2. *Hierarchy Maintenance*
 - i. Press Ganey will create the original hierarchy structure.
 - ii. Client can use the Hierarchy Preview tool to update the organizational hierarchy and preview changes.
 3. *Ongoing Support for Participant & Hierarchy Maintenance*
 - i. Press Ganey partners with Client to:
 - a. make any updates needed to participant and hierarchy data.

- b. review updates needed to demographic items and demographic response options.
 - c. resolve any participant, demographic, and hierarchy discrepancies (e.g., a new unit has been created or a unit has retired).
 - d. refresh the Lifecycle survey results to reassign orphaned responses to a new unit.
 - ii. Frequency:
 - a. Initial Support: Monthly Meetings for First Three Months
 - b. Ongoing Support: Quarterly Meetings thereafter
 - c. Client may increase the frequency of ongoing support to a monthly cadence in accordance with Section IV(D) (Additional Services).
 - 4. *Client Support*
 - i. Access to Press Ganey's client support desk who will provide virtual, real time Client-user assistance, Monday – Friday, 8:00 am – 8:00 pm EST.
- E. Dynamic Reporting Tool
- 1. Results and insights from On-Demand Pulse surveys are delivered through an intuitive, interactive, web-based solution. The Platform features reporting, including:
 - i. Detailed Item Views – to view item level scores from various perspectives.
 - ii. Filtering Options – to view segments based on key demographics.
 - iii. Access to verbatim comments.
 - iv. Ability to export results.
 - 2. *Standard Reporting*
 - i. Survey responses are processed and analyzed for the overall group, including mean scores for dimensions and survey items, difference scores (from benchmarks) and response distribution (% unfavorable, % neutral and % favorable).
 - ii. Benchmarks are currently unavailable for Lifecycle surveys, but may become available in the future.
 - iii. Comparison to the Overall Organization scores from Client's most recent census survey will be provided for Micro Pulse surveys.
 - iv. Results are provided for all data points meeting the minimum response threshold.
 - v. Web-based support includes step by step guides and videos to navigate the Platform.
 - 3. Access to the Services and the Platform will be available until expiration or termination of this SOW.
- F. Advisory Guidance and Support
- 1. Strategic On-Demand Pulse conversations will happen as part of the larger executive-level talent management strategy discussion, which includes the Client's goals and strategy around culture.
 - 2. Advisory services will partner with client organization in the following ways:
 - i. Encourage overall culture and talent strategy through quarterly meetings
 - ii. Align applicable survey designs to meet Client's goals
 - iii. Share best practices
 - iv. Facilitate networking
 - v. Support development of organizational improvement plan
 - 3. Additional advisory support for On-Demand Pulse may be requested in accordance with Section IV(D) (Additional Services)

VI. SOW TERMS AND CONDITIONS. Notwithstanding anything to the contrary in, and in addition to and without limiting, the terms of the MSA, the following terms and conditions shall apply to the Services provided pursuant to this SOW, and shall control and supersede in the event of any direct conflict:

A. Definitions.

- 1. **"Aggregated Statistics"** means data and information related to Client's use of the Services that is used by Press Ganey in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services.
- 2. **"Authorized User"** means Client's employees, consultants, contractors, and agents (i) who are authorized by Client to access and use the Services under the rights granted to Client pursuant to this SOW and (ii) for whom access to the Services has been purchased hereunder.
- 3. **"Client Content"** means any content, in any form or medium, including any Client-provided survey items, that is submitted, posted, provided, uploaded, or otherwise transmitted by or on behalf of Client to or through the Services.
- 4. **"Documentation"** means any of Press Ganey's user manuals, handbooks, guides, and/or documentation relating to the Services provided by Press Ganey to Client in any form.

5. **“Press Ganey IP”** means the Services, the Platform, the Documentation, and any and all intellectual property provided to Client or any Authorized User in connection with the foregoing. For the avoidance of doubt, Press Ganey IP includes Aggregated Statistics.

B. Access and Use.

1. **Provision of Access.** Subject to the terms and conditions of this SOW, Press Ganey hereby grants Client a non-exclusive, non-transferable right to access and use the Services during the SOW Term, solely for Client’s internal use by Authorized Users in accordance with the terms and conditions herein. The total number of Authorized Users will not exceed the number set forth in Section III (Configuration Specifics), except as otherwise expressly agreed to in writing by the Parties and subject to applicable Additional AU Fees.
2. **Use Restrictions.** Client shall not use the Services for any purposes beyond the scope of the access granted in this SOW. Client shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of Press Ganey IP, in whole or in part, or modify any component of Press Ganey IP (all such products based on Press Ganey IP, collectively, “Derivatives”); (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available any Press Ganey IP to any third party; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain unauthorized access to any software component of the Services, including the Platform, in whole or in part; (iv) remove any proprietary notices from Press Ganey IP; or (v) use Press Ganey IP in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.
3. **Client Responsibility.** Client is responsible and liable for all uses of Press Ganey IP resulting from access provided by Client, directly or indirectly, whether such access or use is permitted by or in violation of this SOW. Without limiting the generality of the foregoing, Client is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this SOW or the Agreement if taken by Client will be deemed a breach of this SOW, and the Agreement, by Client. Client shall use reasonable efforts to make all Authorized Users aware of this SOW’s provisions as applicable to such Authorized User’s use of the Services, and shall cause Authorized Users to comply with such provisions.
4. **Suspension.** Notwithstanding anything to the contrary in this SOW or the Agreement, and in addition to any other breach remedies available to Press Ganey in the Agreement, Press Ganey may temporarily suspend Client’s and any Authorized User’s access to any portion or all of the Services if: (i) Press Ganey reasonably determines that (A) there is a threat or attack on any Press Ganey IP; (B) Client’s or any Authorized User’s use of Press Ganey IP disrupts or poses a security risk to Press Ganey IP or to any other customer or vendor of Press Ganey; (C) Client, or any Authorized User, is using Press Ganey IP for fraudulent or illegal activities; (D) subject to applicable law, Client has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; (E) Press Ganey’s provision of the Services to Client or any Authorized User is prohibited by applicable law; or (F) Client, or any Authorized User, is using Press Ganey IP in an attempt to ascertain the identity of survey respondent(s); or (ii) any vendor of Press Ganey has suspended or terminated Press Ganey’s access to or use of any third-party services or products required to enable Client to access the Services (any such suspension described in subclause (i), or (ii), a “Service Suspension”). Press Ganey shall use commercially reasonable efforts to provide written notice of any Service Suspension to Client and to provide updates regarding resumption of access to the Services following any Service Suspension. Press Ganey shall use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Press Ganey will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Client or any Authorized User may incur as a result of a Service Suspension.
5. **Reservation of Rights.** Press Ganey reserves all rights not expressly granted to Client in the Agreement. Except for the limited rights and licenses expressly granted under this SOW, nothing in this SOW or the Agreement grants, by implication, waiver, estoppel, or otherwise, to Client or any third party any intellectual property rights or other right, title, or interest in or to Press Ganey IP.

C. Intellectual Property.

1. **Press Ganey IP.** Client acknowledges that, as between Client and Press Ganey, Press Ganey owns all right, title, and interest, including all intellectual property rights, in and to Press Ganey IP. Any Derivative of Press Ganey IP shall be considered a component of Press Ganey IP, and shall be the sole property of Press Ganey. Client hereby assigns any right, title or interest it may hereafter acquire in Press Ganey IP, or any component or Derivative thereof, or any feedback provided in connection therewith to Press Ganey.
2. **Client Content.** Client represents, warrants, and covenants to Press Ganey that Client owns or otherwise has and will have the necessary rights and consents in and relating to the Customer Content such that, as used, processed, or distributed through the Services, does not and will not infringe, misappropriate, or otherwise violate any intellectual property rights, or any privacy or other rights, of any third party, or violate any applicable law. Client shall not use or include Client Content that is obscene, offensive, or inappropriate. Client will indemnify, defend, and hold harmless Press Ganey against any third-party claim that Client Content infringes or misappropriates any third party's intellectual property rights or that Client Content was collected or transferred by Client in violation of applicable law.
3. **Feedback.** If Client or any of its employees or contractors sends or transmits any communications or materials to Press Ganey by mail, email, telephone, or otherwise, suggesting or recommending changes to Press Ganey IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("Feedback"), Press Ganey is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback.
4. **Aggregated Statistics.** Notwithstanding anything to the contrary in this SOW or the Agreement, Press Ganey may monitor Client's use of the Services and collect and compile Aggregated Statistics. As between Press Ganey and Client, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Press Ganey. Client agrees that Press Ganey may (i) make Aggregated Statistics publicly available in compliance with applicable law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law; provided that such Aggregated Statistics do not identify Client.

D. Client Responsibilities.

1. Client acknowledges and agrees that the Services are intended to allow respondents to respond to surveys confidentially, and without exposing their identity to their employer. Client agrees not to use or manipulate the Services or the Platform in an attempt to ascertain the identity of survey respondents.
2. In the event that any Client personnel with access to the Platform, and/or any other Press Ganey applications and/or systems, ceases to be employed by Client, Client shall promptly notify Press Ganey so that such personnel's access to Press Ganey applications and systems can be promptly terminated.
3. Obtain and maintain all necessary and required consents, authorizations, and/or approvals required by applicable U.S. federal and state laws to enable Press Ganey's delivery of Services on Client's behalf in accordance with such laws including, but not limited to, to the extent applicable, the "prior express (written) consent" required by the Telephone Consumer Protection Act (TCPA) for Press Ganey to send text messages to a telephone number. Client shall ensure that the person providing a phone number or email address is the current subscriber or customary user for that telephone number or email address, and that such person has not revoked such consent, opted out, or unsubscribed from receiving contact from Client. In the event any participant becomes unassociated with Client or otherwise revokes their consent to be contacted, Client shall immediately notify Press Ganey.
4. Press Ganey recommends that Client comply with certain hardware and software specifications in accessing the Platform. For security and site performance reasons, it is highly recommended that all clients use Microsoft Edge, Microsoft Edge Chromium, Chrome 2+, Firefox 4+, or Safari 3+ when accessing Press Ganey's online systems. Effective January 2016, Microsoft will no longer support browsers below Internet Explorer version 11 (IE11). Future enhancements to Press Ganey reporting applications will only be designed and tested for vendor-supported browsers, such Microsoft Edge, Microsoft Edge Chromium, and Chrome. Please visit pressganey.com/terms for additional information.

- E. Effect of Expiration or Termination. Upon expiration or earlier termination of this SOW, Client shall immediately (i) lose access to the Services, including but not limited to the Platform, and any data, results, and/or reports contained therein, (ii) discontinue use of all Press Ganey IP, and (iii) delete, destroy, or return all copies of Press Ganey IP and certify in writing to Press Ganey that Press Ganey IP has been deleted or

destroyed. No expiration or termination will affect Client's obligation to pay all fees that may have become due before such expiration or termination, or entitle Client to any refund.

In witness hereof, the Parties have executed this SOW as of the Effective Date.

SALINAS VALLEY MEMORIAL HEALTHCARE SYSTEM (#766)

**PRESS GANEY ASSOCIATES LLC
(DBA PRESS GANEY ASSOCIATES, INC.)**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**APPENDIX 1
PRESS GANEY STANDARD DEMOGRAPHICS**

	Employee
Please select your primary work location.	X
In which care setting do you spend most of your time providing care?	X
Please select the category that best describes your primary responsibilities.	X
Do you spend at least 50% of your time in direct patient care?	X
Regardless of the position you currently hold in this organization, are you a Registered Nurse?	X
Please select your length of service.	X
Please select your employment status.	X
Please select your shift.	X
Please select your sex.	X
Please select your race.	X
Please select your ethnicity.	X
Please select your generation.	X
Please select your age.	X
Please select your job classification.	X
Please select your Board Certified Medical Specialty. (select only one)	
Are you a hospitalist?	
Please select your primary provider business relationship.	
Please select your provider type.	
Please select your primary provider role.	
Please select your primary work setting.	
Please select how many years you have been affiliated with this hospital.	
Considering all patients you have admitted to a hospital during the past 12 months, what proportion have you sent to this hospital?	
Please estimate the total number of patients you have admitted to this hospital during the past 12 months.	
Please select the principal reason you admit patients to other hospitals.	
Please select how many years you have practiced medicine.	
Please select your degree.	
Do you provide care for patients in the Emergency Department?	

**EXHIBIT K
NDNQI
STATEMENT OF WORK**

This Statement of Work (“SOW”) entered into on April 1, 2023 by and between **Press Ganey Associates LLC (d/b/a Press Ganey Associates, Inc.)**, an Indiana Limited Liability Company (“**Press Ganey**”) and **Salinas Valley Memorial Healthcare System**, a local health care district organized and operating pursuant to **Division 23 of the California Health and Safety Code, operating as Salinas Valley Health (“Client”)** (each a “Party” and together, the “Parties”) covers Press Ganey’s engagement to provide services to the Client related to the National Database of Nursing Quality Indicators® (“NDNQI®”). This SOW is entered into pursuant to and subject to the terms and conditions of the Services Agreement (“MSA”) between the Parties effective January 1, 2020. Capitalized terms not defined in this SOW will have the meanings assigned to them in the MSA.

~~Term In Words (Term (Months))~~

1. SERVICE SUMMARY.

Press Ganey will provide Client with the following:

- a. Assurance of quality standards for data management through established standards of data collection, data reporting, and data security (“NDNQI Guidelines”) to ensure data integrity and security. NDNQI Guidelines and procedures shall be provided upon the commencement of services at such Client.
- b. The opportunity to participate in the NDNQI Indicators. NDNQI Indicators are a collection of standardized, evidence-based measures of health care quality that can be used to track clinical performance related to structure, process, or outcomes of care (“NDNQI Indicators”).
- c. Aggregate data from facilities participating in NDNQI into groups with comparable institutions (“Comparison Data”). Data are included in Comparison Data in accordance with NDNQI Guidelines and procedures. Press Ganey reserves the right to determine whether Client data are included in Comparison Data. Press Ganey reserves the right to delete erroneous data.
- d. Reports that include information on trends and Comparison Data, provided data are received within the scheduled timeline. Reports are included in the definition of Work Product under the MSA. Results are reported via interactive dashboards.
- e. Online training with learning module for Client site coordinators and data entry staff.
- f. Ongoing education and support in the form of NDNQI Guidelines for data collection and submission on each indicator and measure set, online training and learning module for each indicator and measure set, and regularly scheduled teleconferences.
- g. Direct, ongoing and unlimited access to the NDNQI Support team via a toll-free support line (8 a.m. – 5 p.m. EST) and email is provided at no additional charge.
- h. Offer educational networking opportunities with other Press Ganey clients through the National Client Conference and Regional Education Symposiums.

2. SERVICE ASSURANCE.

- a. Press Ganey Hours of Operations: Press Ganey shall provide access to our associates Monday – Friday, 8:00 am – 5:00 pm EST.
- b. Press Ganey Holidays. Press Ganey recognizes the following ten (10) holidays, and all offices are closed on these days or their days of observance:
 - New Year’s Day (January 1)
 - Martin Luther King Day (third Monday in January)
 - Memorial Day (last Monday in May)
 - Juneteenth (June 19)
 - Independence Day (July 4)

- Labor Day (first Monday in September)
 - Thanksgiving (fourth Thursday in November)
 - Day after Thanksgiving
 - Christmas Eve (December 24)
 - Christmas (December 25)
- c. Federal Closures. Press Ganey services may be impacted by federal closures, such as federal holidays, federal shutdown, states of emergency, severe weather, or natural disaster. Every reasonable effort will be made to notify the Client and return to normal business operations once the federal closure ends. The timing for this return to normal business operations will be dependent upon the cause and duration of the closure as well as the resulting aftermath. Information on these closures may be found at www.pressganey.com/terms.
- d. Other Closures. There may be occasions where Press Ganey closes all offices, such as for a corporate meeting or a day of community service. If these instances occur, the Client will be notified by Press Ganey a minimum of thirty (30) days in advance of such a closure. Information on these closures may be found at www.pressganey.com/terms.

3. CLIENT RESPONSIBILITIES. Client shall ensure:

- a. Identify a Site Coordinator. The Site Coordinator will (i) be responsible for data collection and timely submission, (ii) be available to answer questions from Press Ganey staff and provide clarification on the data submitted, and (iii) distribute the NDNQI reports to responsible parties.
- b. Site Coordinators are required to take learning modules appropriate to their role. Additional staff (authorized users) assigned to submit indicator data are required to pass learning modules for each assigned indicator before they can enter data.
- c. Integrate data collection into its institutional infrastructure, accountabilities and processes to optimize the collection of valid and reliable data for the NDNQI Measures, related definitions and guidelines.
- d. Identify data collection stakeholders within its institution and systematically negotiate their assistance and commitment to the success of the data collection and compilation.
- e. Ensure that all data submitted to Press Ganey is accurate and complete in accordance with NDNQI Guidelines and procedures, formats, and posted timelines.
- f. Ensure that all units enrolled in the NDNQI database are in accordance with NDNQI Guidelines and procedures, including the NDNQI Hospital Definition or any applicable facility type definition. If Press Ganey determines that a unit enrolled by Client is not enrolled in accordance with the above-referenced NDNQI Guidelines and procedures, Press Ganey may inactivate the unit.
- g. Upon five (5) business days prior notice or three (3) business days post data submission deadline (whichever is sooner) from Press Ganey, timely respond to queries for clarification, and/or make data submission corrections within the prescribed timeframes. In order to ensure data integrity, data determined to be erroneous or invalid in accordance with NDNQI Guidelines and procedures may be deleted.
- h. Ensure that only its authorized representatives will submit data to Press Ganey and have access to the NDNQI Guidelines, procedures and reports.
- i. Ensure that it complies with the hardware and software specifications required for it to properly receive the NDNQI service, which hardware and software specifications shall be provided to Client upon request prior to the commencement of any services under this SOW.
- j. Upon the departure of an employee from Client facility, immediately terminate their access to Press Ganey Applications and other Press Ganey systems.

- k. Obtain any and all patient consents, authorizations, and/or approvals required by applicable laws, rules, regulations or policy to enable Client to execute its obligations under this SOW.

4. DATABASE USE/OWNERSHIP

All data collected as a part of the NDNQI will become part of the NDNQI databases and Press Ganey Knowledge Base, which are owned by Press Ganey. Subject to the Limited Data Set provision of this Agreement, (i) all data included in the NDNQI databases may be accessed and used by Press Ganey, or Press Ganey employees, third-party researchers, and/or subcontractors authorized by Press Ganey to access such data, and (ii) Comparison data will be made available to facilities participating in the NDNQI and third parties authorized by Press Ganey.

5. LIMITED DATA SET.

For the purposes of this SOW, the terms “Protected Health Information” and “Limited Data Set” shall have the same definitions as found in the HIPAA Privacy Rule 45 CFR 160.103 and 45 CFR 164.514(e)(2), as amended. The Parties agree that NDNQI does not request or require the submission of any Protected Health Information other than information that constitutes a Limited Data Set. Accordingly, all data included in the NDNQI database that constitute a Limited Data Set and the use thereof shall be permitted by Client in accordance with the following terms and conditions, and any Business Associate Agreement between the parties shall not apply to this SOW:

- a. The NDNQI database collects nursing quality-related data including the month and quarter of individual subject’s outcomes and neonate subject’s ages, making the NDNQI database a Limited Data Set pursuant to HIPAA regulations. A Limited Data Set is Protected Health Information that excludes the following direct identifiers of the individual or of relatives, employers, or household members of the individual:
 - Names;
 - Postal address information, other than town or city, State, and zip code;
 - Telephone numbers;
 - Fax numbers
 - Electronic mail addresses;
 - Social security numbers;
 - Medical record numbers;
 - Health plan beneficiary numbers;
 - Account numbers;
 - Certificate/license numbers;
 - Vehicle identifiers and serial numbers, including license plate numbers;
 - Device identifiers and serial numbers;
 - Web universal resource locators (URLs);
 - Internet protocol (IP) address numbers;
 - Biometric identifiers, including finger and voice prints; and
 - Full face photographic images and any comparable images.
- b. Except as otherwise specified herein, Press Ganey may make all uses and disclosures of the Limited Data Set necessary to conduct NDNQI and NDNQI affiliated research projects and any additional Press Ganey products or services which Client participates in that incorporates the Limited Data Set.

- c. In addition to Press Ganey, the individuals, or classes of individuals, who are permitted to use or receive the Limited Data Set include: all NDNQI staff including researchers and subcontractors performing research and/or services on behalf of or in association with Press Ganey.
- d. Press Ganey may make the Limited Data Set available to third parties for research approved by Press Ganey provided that (i) the data cannot be identified by the third party as data of the Client, (ii) the data cannot be identified by the third party as data of an individual subject, and (iii) the third party signs a data use agreement that complies with the requirements of 45 CFR §164.514(e) of the HIPAA Privacy Rule and the same restrictions and condition as set forth in this Section.
- e. Press Ganey agrees to not use or disclose the Limited Data Set for any other purpose other than as described herein or as required by law.
- f. Press Ganey agrees to use appropriate safeguards to prevent use or disclosure of the Limited Data Set other than as provided for by this SOW. Press Ganey represents and warrants that the NDNQI database has implemented appropriate industry standard privacy and security safeguards including (i) encryption, (ii) user authentication, (iii) role based access controls, (iv) disaster recovery, (v) programmed back-up, (vi) virus protection, and (vii) secure firewall.
- g. Press Ganey agrees to report to the associated Client within ten (10) business days of which Press Ganey becomes aware of any use or disclosure of the Limited Data Set not provided for by this SOW.
- h. Press Ganey agrees to ensure that any third party, including a subcontractor, to whom Press Ganey provides the Limited Data Set, agrees to the same restrictions, and conditions that apply through this SOW, with respect to such information.
- i. Press Ganey agrees not to ascertain the identity or contact the subjects of the information.
- j. Duration of Limited Data Set Obligations. The obligations under this Section will continue during the Term and survive the expiration or termination of this SOW for as long as Press Ganey retains Client Data.

6. ENROLLMENT TERMS.

Client must enroll via the form provided on the NDNQI Website <https://members.nursingquality.org/NDNQIPortal/application.aspx>. Upon enrollment, Client may only submit data on a go-forward basis.

7. PAYMENT.

Beginning April 1, 2023, Client shall pay Press Ganey the annual fee of \$8,778.00. This fee shall be invoiced and payable in monthly increments. Pricing will increase two percent (2%) annually during the Initial Term of the Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this SOW effective as of the NDNQI Amendment Effective Date.

SALINAS VALLEY MEMORIAL HEALTHCARE SYSTEM (Client #766)	PRESS GANEY ASSOCIATES LLC (D/B/A PRESS GANEY ASSOCIATES, INC.)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

ATTACHMENT A

1. Beginning April 1, 2023, Client shall pay Press Ganey an annual contract fee of \$223,346.00 (“Annual Fee”) for the services outlined below which will be invoiced and payable in twelve (12) monthly increments.

The Annual Fee includes:

- i. Up to 39,000 mailed (wave 1 and wave 2) surveys annually through the United States Postal Service for the services of:
 - Ambulatory Surgery with OASCAHPS
 - Emergency Department
 - Inpatient with HCAHPS
 - Neonatal Intensive Care Unit (NICU)
 - Outpatient Services
 - Pediatric Inpatient
 - Oncology Outpatient
- ii. Unlimited email invitations and one text invitation per patient encounter for the services of:
 - Ambulatory Surgery with OASCAHPS
 - Emergency Department
 - Inpatient with HCAHPS
 - NICU
 - Outpatient Services
 - Pediatric Inpatient
 - Oncology Outpatient
- iii. Comment processing
- iv. NarrativeDx
- v. Nursing Excellence Solution as outlined in Exhibit C
- vi. iRound as outlined in Exhibit I

Patient Experience Services	\$145,110.00
NarrativeDx	\$17,226.00
iRound	\$35,000.00
Nursing Excellence Solution	\$26,010.00

2. Surveys mailed over the included annual amount will be invoiced monthly as incurred at a rate of \$3.20 per survey, plus any annual increases allowed under the Agreement.
3. All fees for the 2nd, 3rd, 4th, and 5th contract years will increase two percent (2%) per year and will continue to be invoiced monthly.
4. Client will receive up to two (2) complimentary registrations to Press Ganey’s National Client Conference annually.
5. On Demand Pulse Solution services as outlined in Exhibit J.
6. NDNQI services as outlined in Exhibit K.
7. Additional facilities and services may be added upon mutual written agreement of the Parties at mutually agreed upon pricing.

Salinas Valley Health

Balanced Scorecard

YTD January 2023

Monthly Scorecard

Service (30%)

Organizational Goals by Pillar	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	FY 2023 Act/Proj	TARGET	Var %	FY 2022 Baseline
I. Service											
Average of Inpatient HCAHPS Scores	72.7	72.8	71.6	69.8	72.4	75.6	68.7	71.9	75.1	-4.2%	74.8
Emergency Room Press Ganey Score	59.7	58.8	60.2	54.6	54.1	54.2	57.9	57.1	59.7	-4.4%	58.7
Average of Ambulatory HCAHPS Scores	90.6	89.2	92.6	89.5	92.3	91.3	91.5	91.0	92.0	-1.1%	92.0

Notes / Assumptions:

- Source: Press Ganey
- Based on monthly **received date**
- Based on top box scores (highest response possible on the survey scale: Yes, Definitely Yes, Always)
- IP HCAHPS Score is based on maintaining prior year goals
- ER HCAHPS Score FY 2022 Baseline was 58.7. Rationale: Baseline = Threshold is based on FY 2022 Actuals. Target is +1.0 from baseline. Max is +2.0 from baseline.
- Ambulatory HCAHPS Score FY 2022 Baseline was 92.0. Baseline = Target is based on FY 2022 Actuals. Threshold is -1.0 from the baseline. Max is +1.0 from the baseline.

Monthly Scorecard

Quality & Safety Processes – ER (8%)

Organizational Goals by Pillar	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	FY 2023 Act/Proj	TARGET	Var %	FY 2022 Baseline
Emergency Room Efficiencies											
Median length of stay for non-admits (in minutes)	183.0	180.0	173.0	169.0	179.0	182.0	183.0	178.0	181.0	1.7%	170.0
Median time from admit decision to time of admission to nursing unit (in minutes)	82.0	80.0	75.0	77.0	76.5	81.0	83.0	79.0	81.0	2.5%	79.0

Source: Meditech

ER - LOS for Non-Admits in Minutes: Data Criteria: Calculate the median LOS in minutes for ER Outpatients for each month & YTD for cases in ER (excludes inpatients and patients leaving against medical advice or left without being seen.) Maximum is based on Feb22 thru Aug22 = 177.0. The Target is a 4 minute increase from the Max, and the Threshold is an 8 minute increase from the Max. **Rationale:** Salinas Valley Health ER has recently experienced a higher volume level, including a surge of patients. According to CMS, the latest available data from 2021 indicates that the State Rate is 196 minutes and the National Rate is 203 minutes for comparable size hospitals.

ER - Time to Admit in Minutes: Data Criteria: Calculate the median time for inpatients from admit decision to time of admission to nursing unit in minutes (includes observation cases). Baseline = Target is based on FY 2022 Actuals. The Threshold is a 2 minute decrease from the Baseline, and the Max is a 2 minute increase from the Baseline.

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

Monthly Scorecard

Quality & Safety Processes – OR (8%)

Organizational Goals by Pillar	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	FY 2023 Act/Proj	TARGET	Var %	FY 2022 Baseline
Operating Room Efficiencies											
Turnover Time (Wheels out / Wheels in) (in minutes)	29.9	28.5	29.1	29.7	29.3	32.1	31.2	30.0	29.5	-1.6%	28.3
Percentage of 1st Case On Time Start Time	90.2%	92.2%	93.6%	83.0%	94.7%	90.1%	89.1%	90.4%	93.0%	-2.8%	95.0%

Turnover Time Measurement: Source is from the **PICIS OR Nurse Record**. Calculate minutes elapsed between the wheels out & wheels in of the next case. Only cases where the time difference is less than or equal to 60 minutes will be included because breaks are often scheduled in a day. Due to MD availability, cases that exceed 60 threshold minutes will not count as a turnover. Excludes non-scheduled cases. Measurement applies to cases for the same physician and same room only. Data will be partition by actual date rather than previously scheduled date. **National benchmarks range from 25 to 38 minutes.** FY 2023 Goals are the same as prior year to continue high efficiency performance and strive to maintain sustainability at these levels. Planning to reduce minutes may cause patient safety risks and other concerns, especially considering the Covid-19 ongoing pandemic and the impact its had in our hospital capacity as well as in our perioperative operations. Additionally, our OPS department has moved over to the other side of the building into 1 Main, which means the nurse, anesthesiologist and surgeon now have to go that distance to interview and mark the patient. While this isn't a huge distance, it can add 1-2 minutes to each start and/or turnover.

Percentage of 1st case On Time Start Time

- Source is from PICIS for 1st scheduled case of the day in each OR room where the scheduled time is between 07:00 AM and 08:59 AM
- Cases in which the patient is Wheeled In at least zero minutes prior to the case
- **National benchmark goals range from 70% to 80%**
- FY 2023 Max = FY 2022 Baseline = 95.0%. FY 2023 Target is 2% from Max. FY 2023 Threshold is 4% from Max.

Monthly Scorecard

Quality & Safety Processes HAC & Hand Hygiene (4%)

Organizational Goals by Pillar	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	FY 2023 Act/Proj	TARGET	Var %	FY 2022 Baseline
Hospital Acquired Conditions											
CLABSI SIR (Standard Infection Ratio)	0.00			0.65				0.32	0.30	-7.5%	0.16
# of CLABSI EVENTS	0	0	0	1	0	0					
CAUTI SIR (Standard Infection Ratio)	0.61			0.49				0.55	0.47	-16.2%	0.46
# of CAUTI EVENTS	0	1	0	0	0	1					
CDI SIR (Standard Infection Ratio)	0.68			0.75				0.71	0.45	-58.4%	0.48
# of CDI EVENTS	2	1	1	0	2	3					
Hospital Acquired Conditions Average	0.43			0.63				0.53	0.41	-29.6%	0.37
Hand Hygiene (Percentage of successful Hand Hygiene observations)	99.5%	96.9%	97.4%	95.5%	97.5%	97.3%	96.2%	97.2%	75.0%	29.6%	89.1%

Hospital Acquired Conditions

- Source: National Healthcare Safety Network (NHSN) & BD Health Insight Interface
- Hospital Acquired Conditions will be measured **quarterly**
- **Rationale for Targets: Utilizing last years FY targets for sustainment and ongoing prevention practices. Process improvement measures for CLABSI, CAUTI for data improvements, and CDI process improvement focusing on expanding our antimicrobial stewardship program**
- Acronyms:
 1. CLABSI (Central Line Associated Bloodstream Infection)
 2. CAUTI (Catheter Associated Urinary Tract Infection)
 3. CDI (Clostridium Difficile Infection)

Hand Hygiene

- Source: Hand Hygiene Auditing Tool populated by Salinas Valley Health staff / leaders direct observations (now on STAR net Main Page)
- Hand Hygiene will be measured **monthly**
- **Rationale for Targets:**
 - Sustaining targets from last FY for expansion and on-boarding of hand hygiene goals to all Salinas Valley Health departments.
 - Hand Hygiene process improvement measures last FY with Nursing collaboration, expansion to all staff auditing monthly which will directly effect the target goal.
 - Created new interactive Hand Hygiene Dashboard for leaders/staff to view data by department/unit and staff, posted on the StarNet Infection Prevention page

Monthly Scorecard

Finance (20%)

Organizational Goals by Pillar	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	FY 2023 Act/Proj	TARGET	Var %	FY 2022 Baseline
IV. Finance											
Income from Operations (Normalized) (\$ in Millions)	\$2,030	\$6,289	\$7,724	\$4,092	\$7,733	\$9,746	\$5,109	\$73,241	\$58,906	24.3%	\$83,662
Operating Margin (Normalized)	4.5%	11.5%	14.1%	8.0%	13.8%	16.5%	9.6%	11.2%	10.1%	10.8%	13.9%

- Target Methodology is based on Salinas Valley Health’s 100% of FY 2023 Board Approved Annual Operating Budget
- *FY 2023 Budget is subject to change following final determination of the Plan of Finance for the Master Facility Plan and any material changes resulting from the Final CCAH contract that is under negotiations.*

Monthly Scorecard

Growth (10%)

Organizational Goals by Pillar	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	FY 2023 Act/Proj	TARGET	Var %	FY 2022 Baseline
V. Growth											
Grow New Service line Bariatric Surgery	1	1	0	2	0	0	2	6	25	-76.0%	-
Implement e-Visits in SVMC	0	0	0	25	31	25	59	140	100	40.0%	-
Implement MyChart Inpatient	0	0	0	2,326	2,102	1,927	2,085	8,440	15,000	-43.7%	-

- **Grow New Service Line Bariatric Surgery:** CDC estimates 42.4% of U.S. adults had obesity and 9.2% had severe obesity in 2017, the highest incidence ever recorded in America. Metabolic/bariatric surgery is the most effective and durable treatment for severe obesity leading to significant weight loss and the improvement, prevention, or resolution of many related diseases. The initial program meeting was conducted during November 2021. The 1st surgery was performed successfully on 7/13/22. We are excited about this new service line and medical service to our community.
- **Implement e-Visits in SVMC:** MyChart adoption for SVMC has increased to over 40% over the last year. This continues to be a significant focus as we expand functionality for patient engagement and develop MyChart as our digital front door for the clinic. This was one of our FY'22 organizational goals. As a result of increasing our patient adoption the number of messages to our providers has increased dramatically. Messaging your doctor can be a convenient way to get medical advice. Patients can send a note through MyChart whenever they have time – day or night – and our providers will typically reply in a timely fashion. Depending on the patient needs and schedule, this can be a great alternative to an in-person, video or telephone visit. The issue for our providers is the time involved to engage in more than a simple response can be extensive and is not billed for currently. We are giving our providers the ability to determine whether a message exchange should be billed to insurance. Even if a message is billed to insurance, many patients won't have to pay anything. For those who do, out-of-pocket expenses for this type of care vary by insurance plan and are generally low.
- **Implement MyChart Inpatient in Salinas Valley Health:** There's a regulatory requirement which goes into effect the first week of October. It is a component of the 21st Century CURES ACT which must provide patient requests of their inpatient record, real time. We are implementing MyChart Inpatient to comply with the requirement. The current patient portal doesn't meet 21st Century CURES requirements so we are at risk of missing the Promoting Interoperability metrics. Each occurrence of patient information blocking as it is termed is fineable up to \$1M. Currently, what is in scope for documentation view to comply is Discharge summaries, Progress notes, Lab and Radiology results. Out of scope are scanned documents, nursing documentation, provider messaging (inpatient), scheduling (hospital departments), bill pay (inpatient), and COVID vaccination status.

Monthly Scorecard Community (5%)

Organizational Goals by Pillar	<u>Jul-22</u>	<u>Aug-22</u>	<u>Sep-22</u>	<u>Oct-22</u>	<u>Nov-22</u>	<u>Dec-22</u>	<u>Jan-23</u>	<u>FY 2023 Act/Proj</u>	<u>TARGET</u>	<u>Var %</u>	<u>FY 2022 Baseline</u>
VI. Community											
Employees Complete the Real Age Test via the SVMHS wellness platform, Wellness Your Way				97	24	50	224	395	600	-34.2%	-

- A **New Employee Wellness Platform**, Wellness Your Way, will launch in October 2022. It will serve all Salinas Valley Health employees and members of their households who are covered by our health plan.
- All users of Wellness Your Way will be encouraged to complete the Real Age Test. The information provided by the user in the Real Age Test will allow customization of the platform for the user.
- Users will be able to complete the Real Age Test anytime after the launch of the platform. For the purposes of this Pillar Goal metric, all Real Age Tests completed by Salinas Valley Health employees between the launch of the platform through June 30, 2023 will count toward the goal.

Questions / Comments?



Financial Performance Review

February 2023

Augustine Lopez
Chief Financial Officer

Consolidated Financial Summary For the Month of February 2023

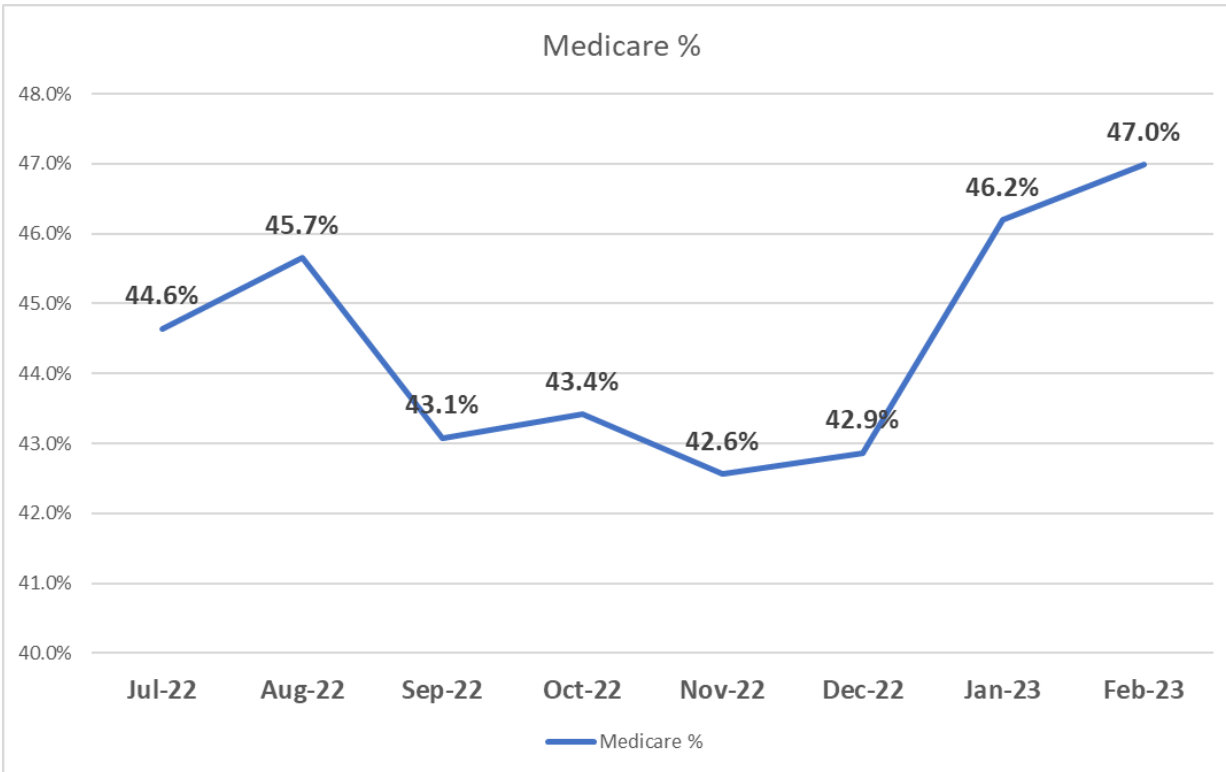
\$ in Millions	For the Month of February 2023				
			Variance fav (unfav)		
	Actual	Budget	\$VAR	%VAR	
Operating Revenue	\$ 56.6	\$ 53.4	\$ 3.2	6.0%	
Operating Expense	\$ 58.0	\$ 52.5	\$ (5.5)	-10.5%	
Income from Operations	\$ (1.4)	\$ 0.9	\$ (2.3)	-255.6%	
<i>Operating Margin %</i>	<i>-2.5%</i>	<i>1.6%</i>	<i>-4.1%</i>	<i>-256.25%</i>	
Non Operating Income*	\$ 0.9	\$ 1.0	\$ (0.1)	-10.0%	
Net Income	\$ (0.5)	\$ 1.9	\$ (2.4)	-126.3%	
<i>Net Income Margin %</i>	<i>-0.9%</i>	<i>3.5%</i>	<i>-4.4%</i>	<i>-125.7%</i>	

Executive Summary: Unfavorable Financial Performance

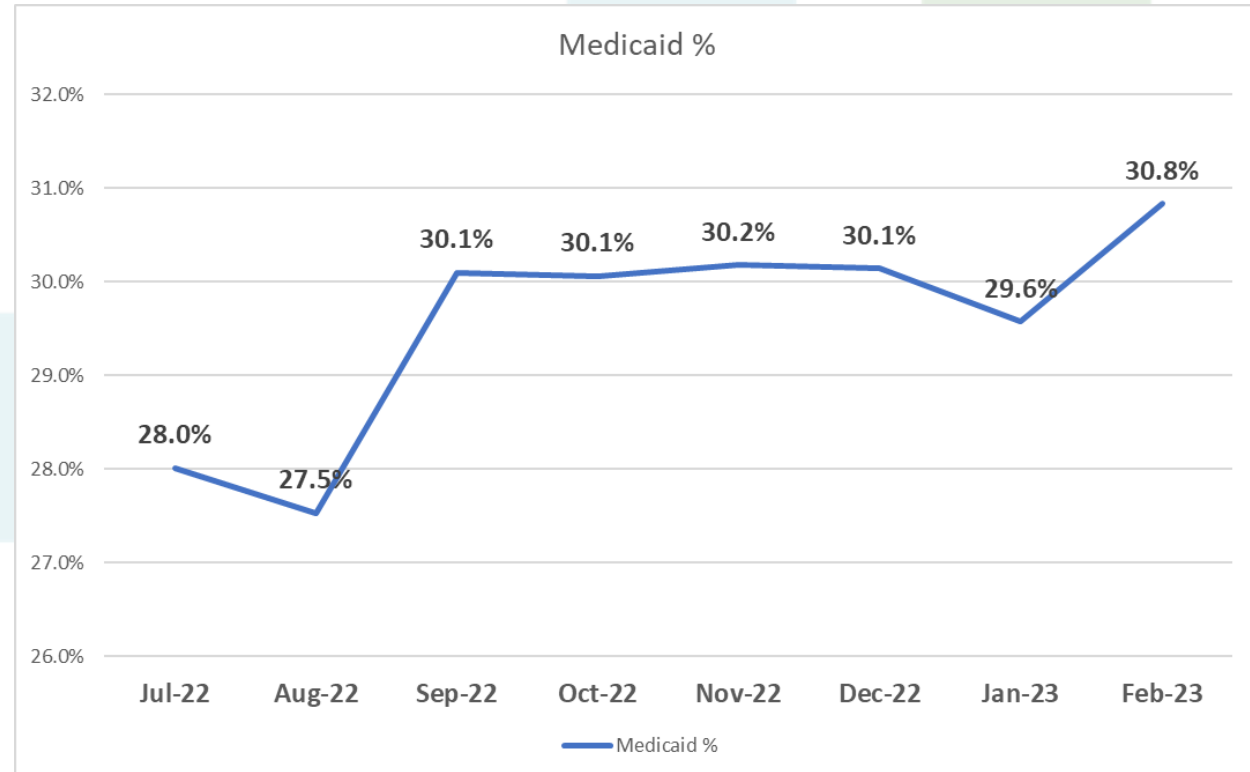
- Total consolidated net patient revenues did not keep pace with the increased expense level from high patient volumes resulting in an operating loss of \$1.4 million or a 2.5% negative margin.
- While hospital gross revenues were over budget by \$38 million (18%), the financial results were adversely impacted by the Commercial payor mix reaching a record low of 18% of all business for the month. These results were despite higher admissions and inpatient surgical volumes for the month.
- ✓ Medicare & Medi-Cal gross revenues were over budget by \$42 million (30%), while Commercial revenues were under budget by \$5 million (10%), representing a material unfavorable payor mix
- ✓ Total admissions were 157 admits (20%) above budget, of those 78% were governmental payors
- ✓ Medicare ALOS CMI adjusted, was 2.4 days or 4% longer than expected
- Total net patient revenues were \$3.6 million (7%) above budget driven by:
 - ✓ Increased inpatient admissions (20% above budget).
 - ✓ IP surgical cases were above budget by 30%, while OP was favorable by 3%.
 - ✓ While OP infusion cases were 27% above budget, they declined by 85 cases (8%) from January.
 - ✓ Emergency OP visits totaled 4,218 (15%) above budget, approximately 50% are Medi-Cal cases.
- Though net patient revenues were up by \$3.2M, operating expenses were up by \$5.4M driven by:
 - ✓ Contract labor was \$2.7M for the month (prior to COVID we ran \$300k per month).
 - ✓ Physician fees for the hospital and clinics were over budget by \$1.2M.
- Overall labor productivity was favorable by 7.8% (21 FTEs ~ \$300k) due to staffing efficiencies and unfilled budgeted positions.
- Cash collections for the month were \$50.7 million.

Shift to Medicare & Medi-Cal % to Total Percentage to Total Gross Charges

Medicare %



Medicaid %



Commercial Payor Mix Deterioration Percentage to Total Gross Charges



Consolidated Financial Summary

Year-to-Date February 2023

\$ in Millions	FY 2023 YTD February				
	Actual	Budget	Variance fav (unfav)		
			\$VAR	%VAR	
Operating Revenue	\$ 485.6	\$ 451.6	\$ 34.0	7.5%	
Operating Expense	\$ 467.8	\$ 442.5	\$ (25.3)	-5.7%	
Income from Operations	\$ 17.8	\$ 9.1	\$ 8.7	95.6%	
<i>Operating Margin %</i>	3.7%	2.0%	1.7%	85.0%	
Non Operating Income*	\$ 10.7	\$ 7.8	\$ 2.9	37.2%	
Net Income	\$ 28.5	\$ 16.9	\$ 11.6	68.6%	
<i>Net Income Margin %</i>	5.9%	3.7%	2.2%	59.5%	

* Non-operating income includes \$4.0 million of FEMA Funds Received

Consolidated Financial Summary - Normalized Year-to-Date February 2023

\$ in Millions	FY 2023 YTD February			
			Variance fav (unfav)	
	Actual	Budget	\$VAR	%VAR
Operating Revenue	\$ 485.6	\$ 451.6	\$ 34.0	7.5%
Operating Expense	\$ 467.8	\$ 442.5	\$ (25.3)	-5.7%
Income from Operations	\$ 17.8	\$ 9.1	\$ 8.7	95.6%
<i>Operating Margin %</i>	3.7%	2.0%	1.7%	85.0%
Non Operating Income	\$ 6.7	\$ 7.8	\$ (1.1)	-14.1%
Net Income	\$ 24.5	\$ 16.9	\$ 7.6	45.0%
<i>Net Income Margin %</i>	5.0%	3.7%	1.3%	35.1%

SVHMC Revenue Highlights February 2023

Gross Revenues were 19% Favorable to budget

- IP Gross Revenues were 19% favorable to budget
- ED Gross Revenues were 15% favorable to budget
- OP Gross Revenues were 22% favorable to budget in the following areas:
 - Infusion Therapy

- Commercial: 10% below budget
- Medicaid: 34% above budget
- Medicare: 27% above budget

**Payor Mix –
materially
unfavorable**

Total Normalized Net Patient Revenues were \$47.8M, which was Favorable to budget by \$3.7M or 8.3%

Financial Summary – February 2023

ADC

Higher than expected Inpatient business:
Average daily census was at 136, 19% above budget of 115

IP Surgeries

Inpatient Surgeries were 30% (38 cases) above budget at 165

COVID Cases

COVID IP cases were 41, an increase of 7 cases over prior month, with a ALOS of 4.2 days

OP Surgeries

Outpatient Surgeries were 3% (7 cases) above budget at 223

Admits

Total admissions were 20% (157 admits) above budget

OP Business

Higher than expected Outpatient business:
Predominantly in Infusion Therapy

MRI Procedures

MRI procedures were 258 or 16% above budget

Deliveries

Deliveries were 7% (9 cases) below budget at 116

ER Admits

ER admissions were 24% above budget (143 admits) ER admits a % of admissions was 78%

Observation Cases

OP Observation cases were below budget by 2% at 1

ER Visits

ER Outpatient visits were above budget by 15% at 4,218

Medicare ALOS

Medicare Traditional ALOS CMI adjusted was 4% unfavorable at 2.42 days with a Case Mix Index of 1.84

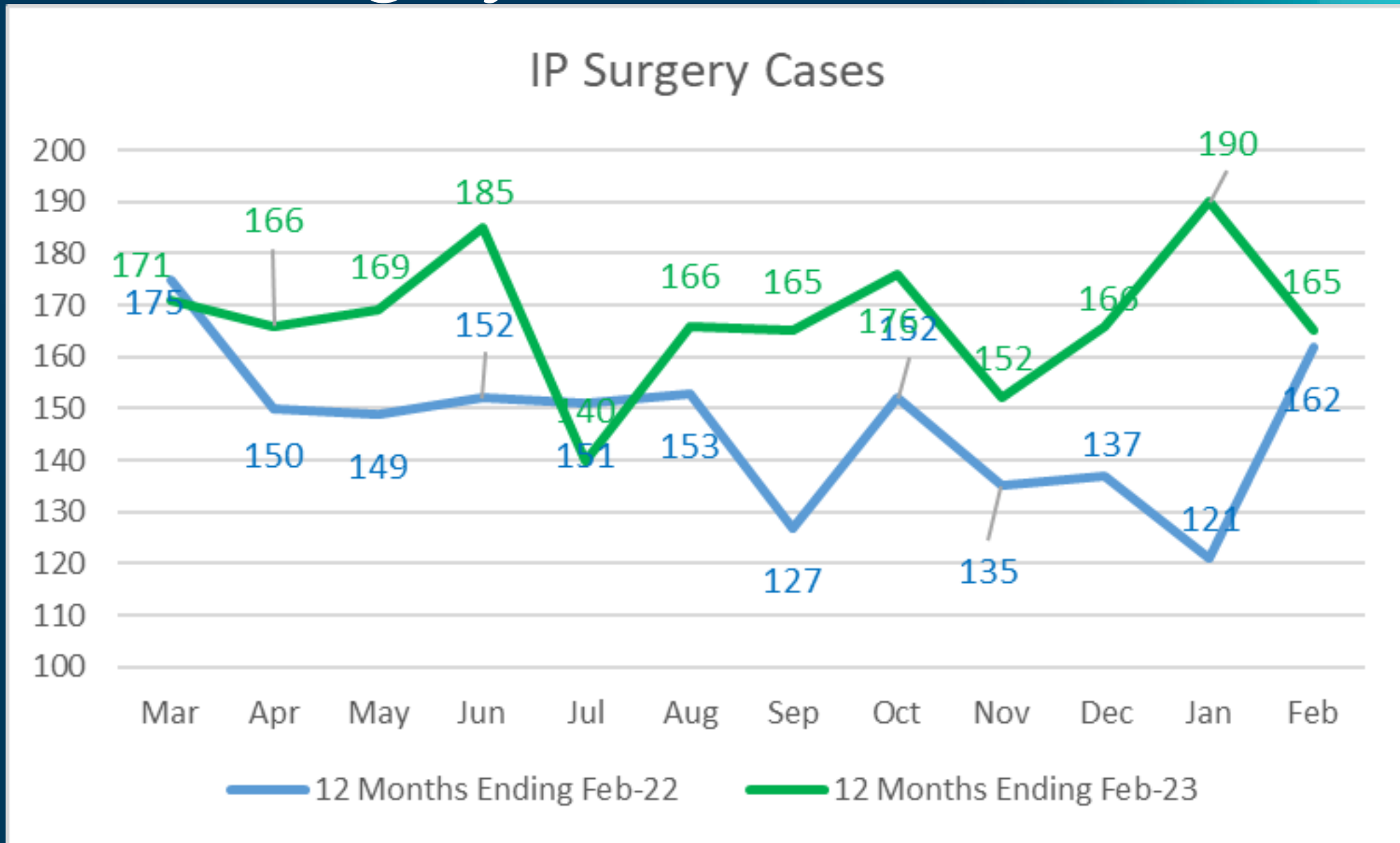
COVID Inpatient Discharge Cases Payor Mix Analysis Mar 2022 thru Feb 2023



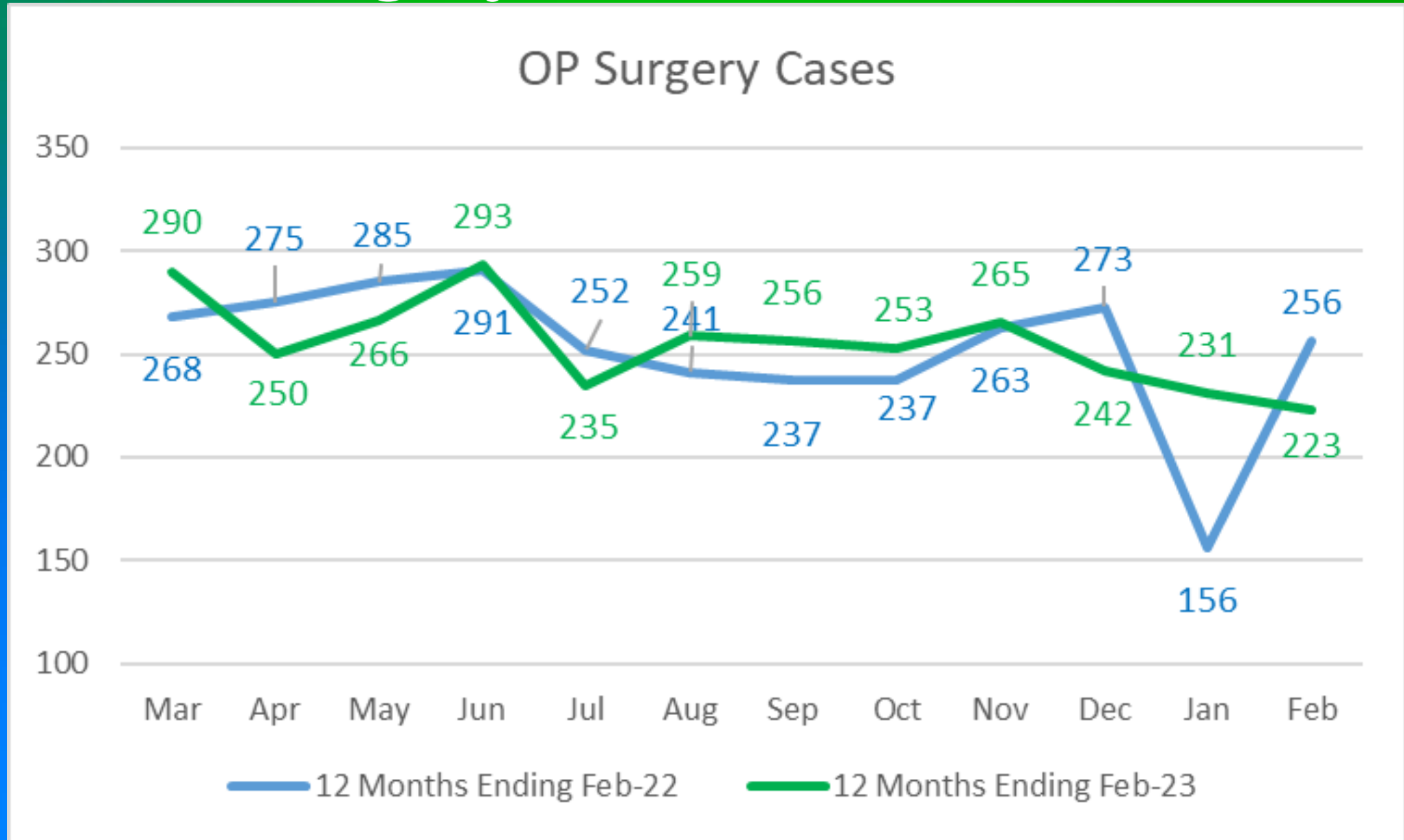
Cases	Month											
Payor	Mar 22	Apr 22	May 22	Jun 22	Jul 22	Aug 22	Sep 22	Oct 22	Nov 22	Dec 22	Jan 23	Feb 23
Medicare	9	9	18	25	44	31	7	13	14	11	19	32
Medi-Cal	2	1	4	5	25	10	4	3	5	5	8	5
Commercial	3		1	11	7	5	2	2			5	1
Other		1			2	3				4	2	3
Grand Total	14	11	23	41	78	49	13	18	19	20	34	41

COVID Inpatient cases increased during February compared to prior month.

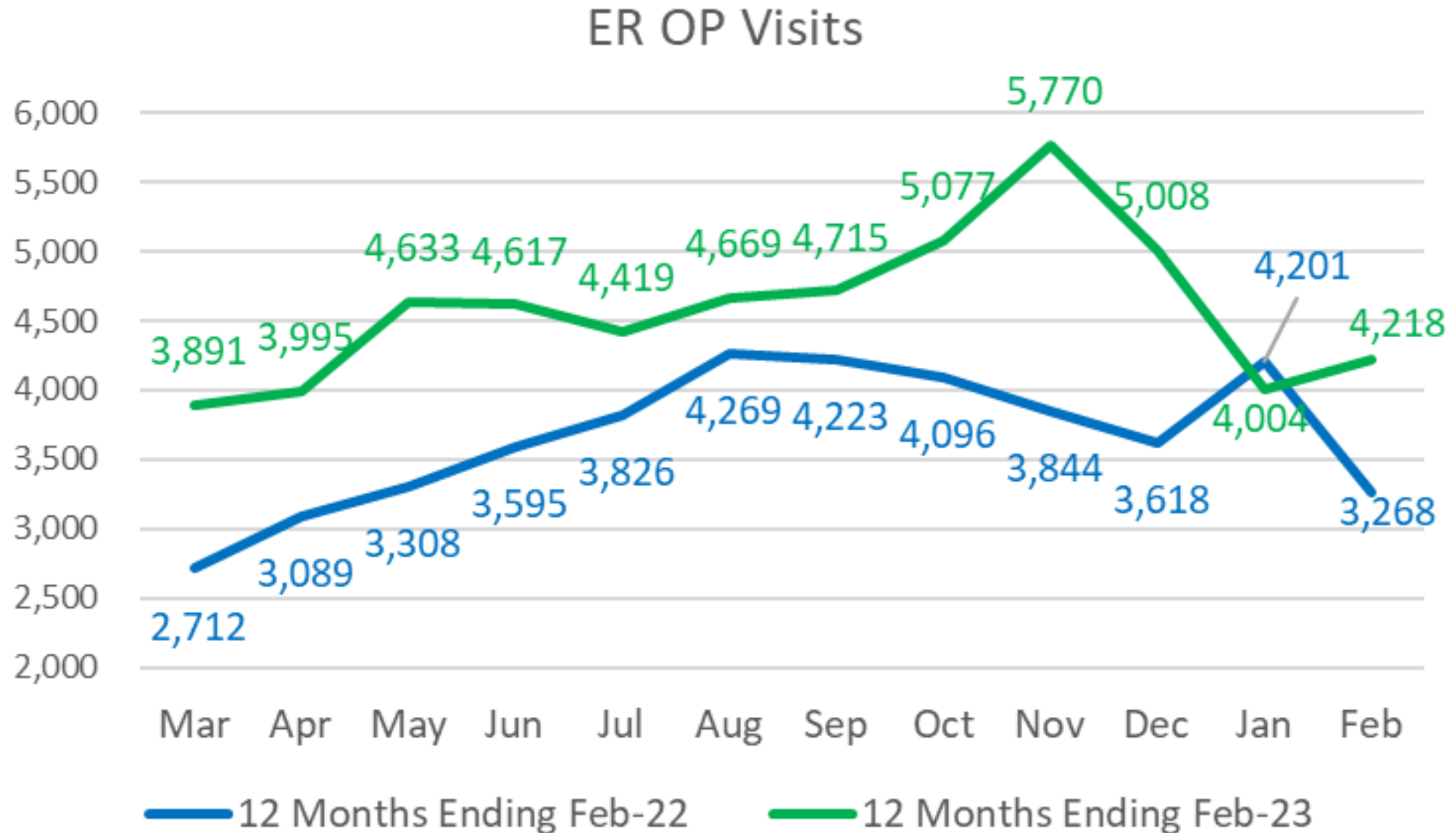
IP Surgery Cases – February 2023



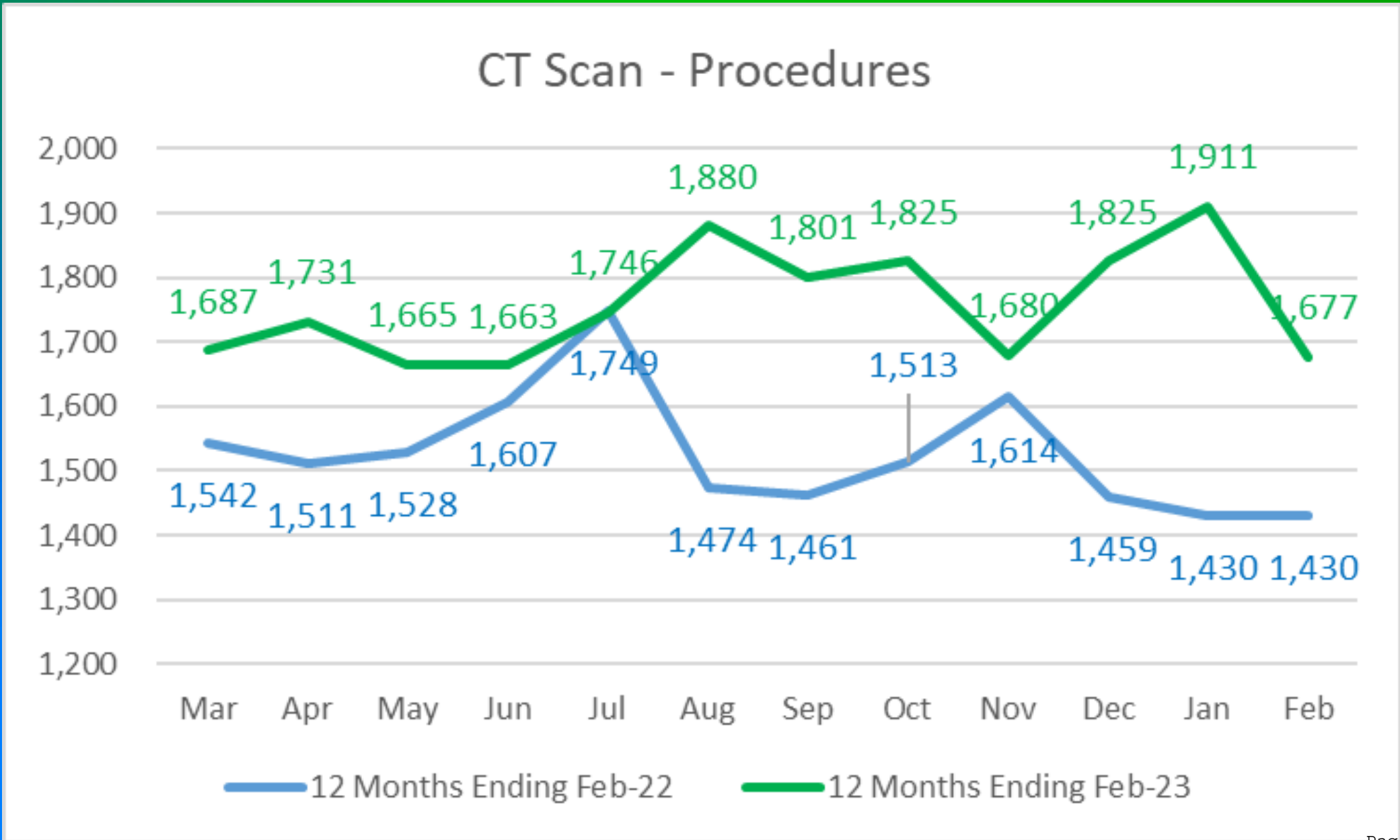
OP Surgery Cases – February 2023



ER OP Visits – February 2023

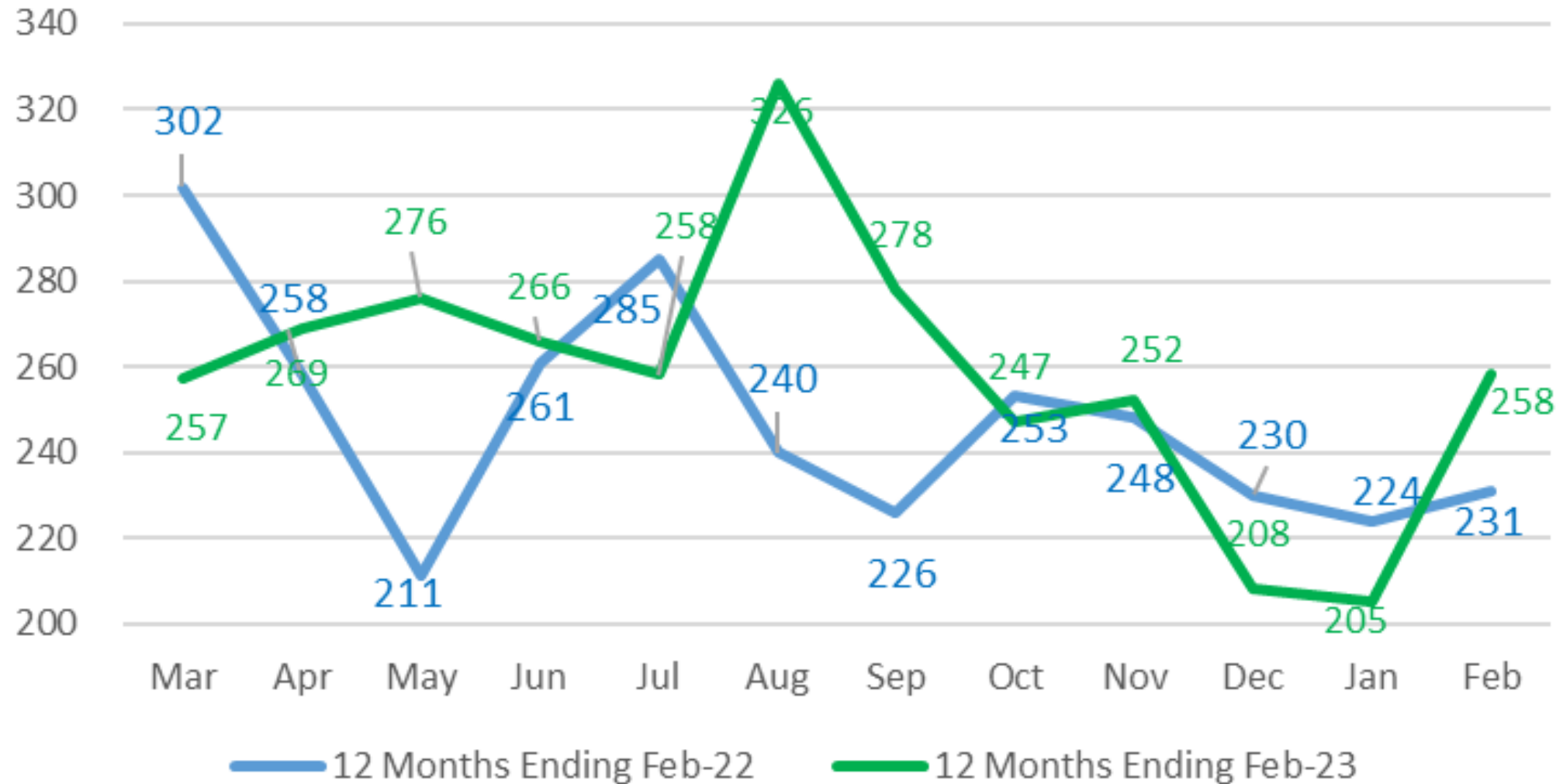


CT Scans – February 2023



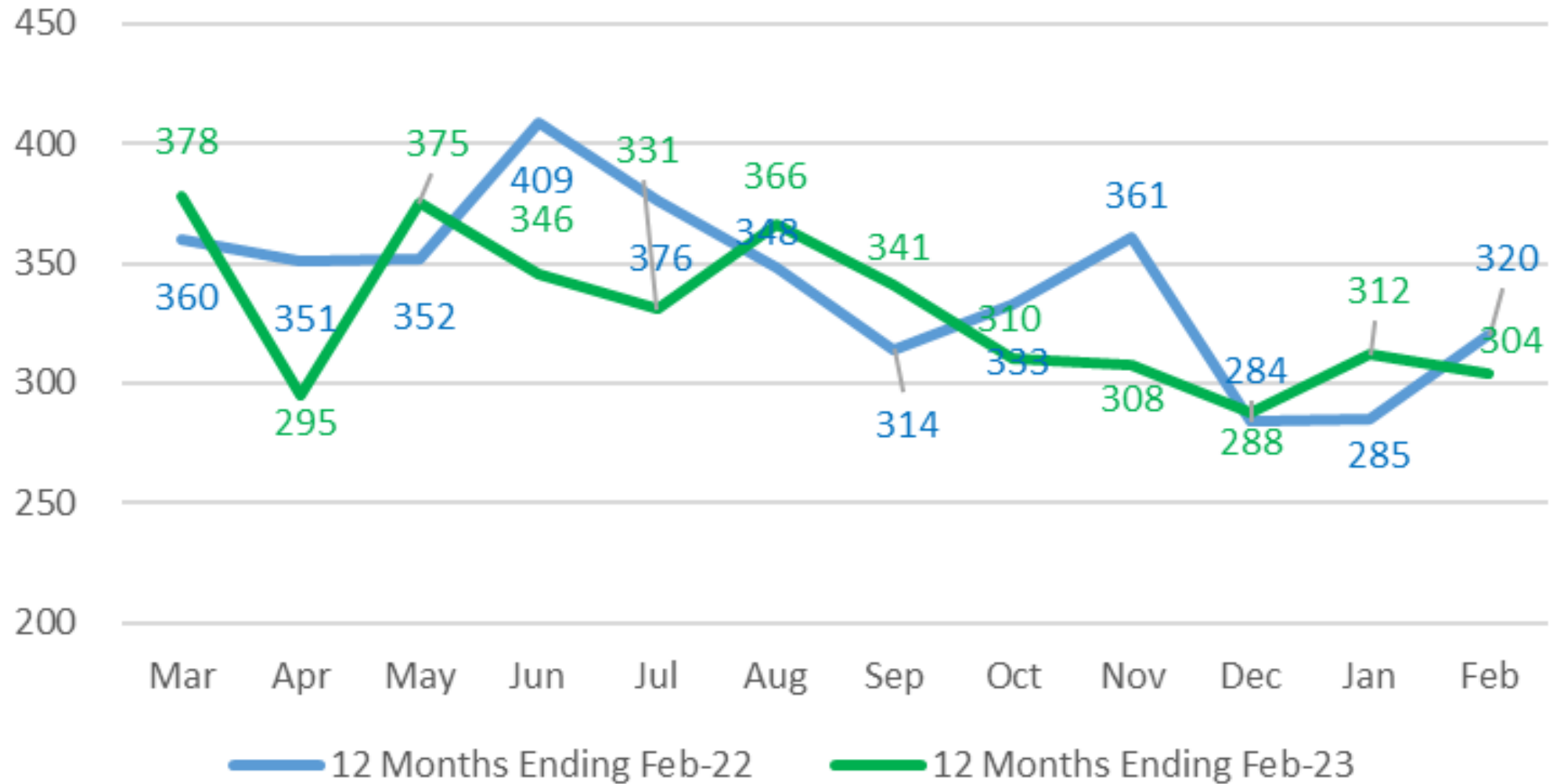
MRI – February 2023

MRI - Procedures

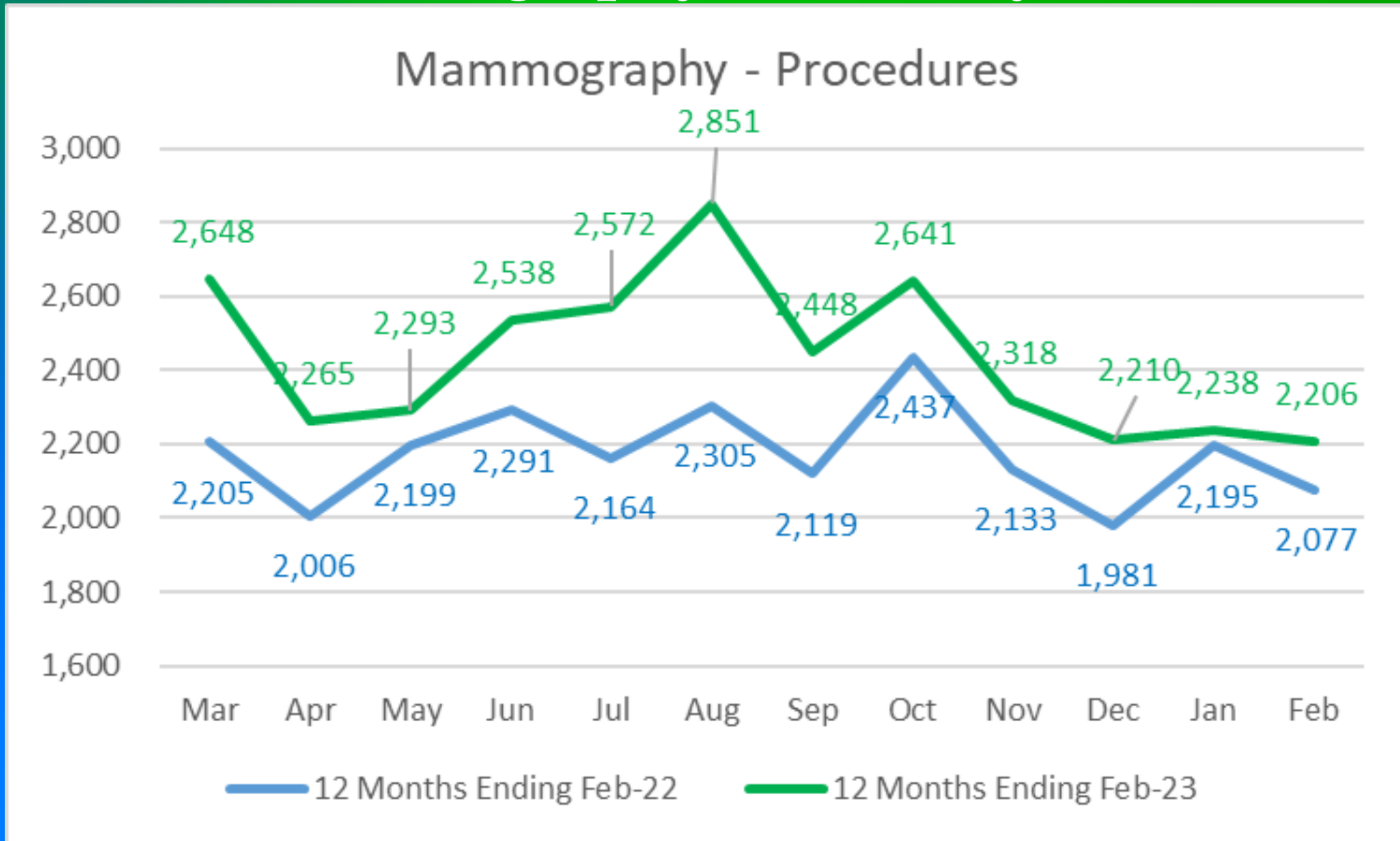


Cath Lab – February 2023

Cath Lab - Procedures

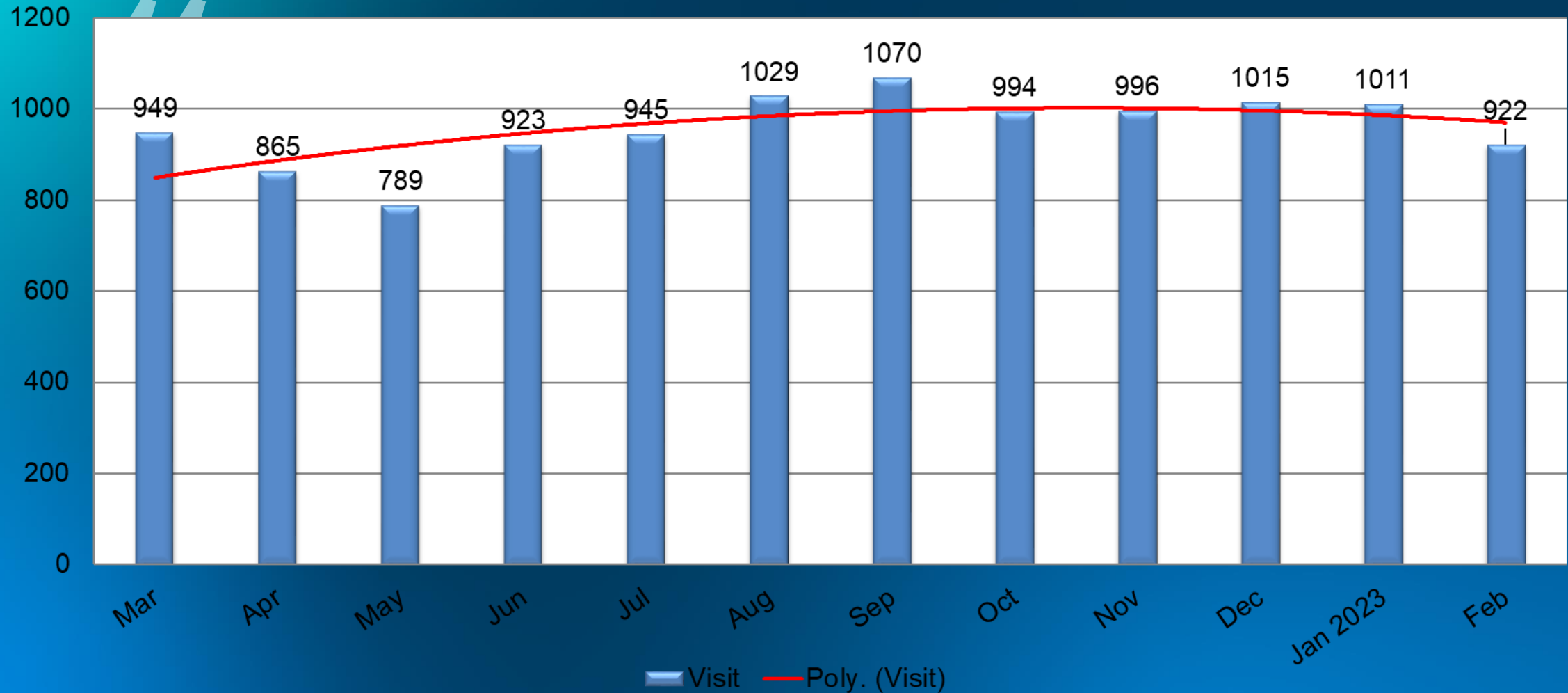


Mammography – February 2023



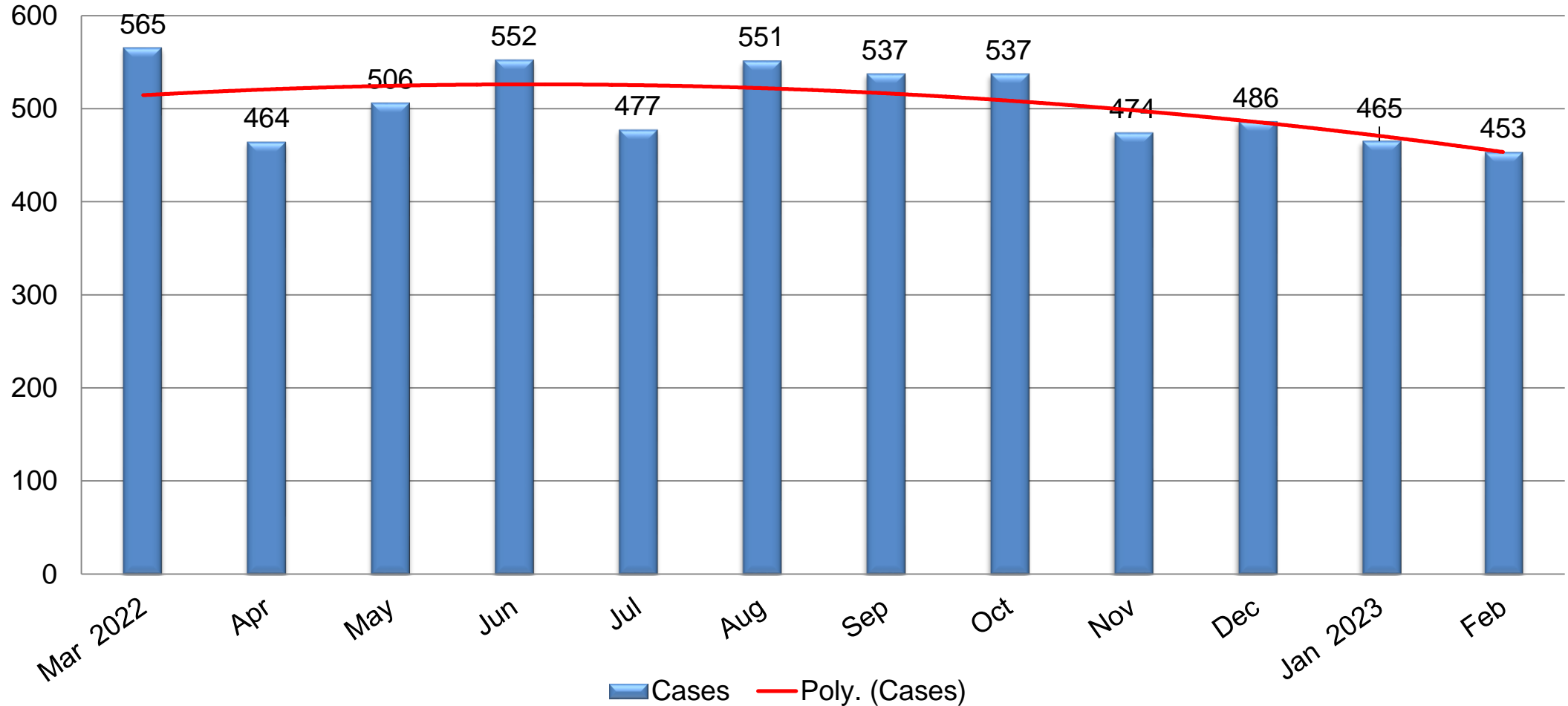
OP Infusion - Rolling 12 Month Trend (Includes Botox)

March 2022 thru – February 2023



CDOC Cases - Rolling 12 Month Trend

March 2022 thru February 2023

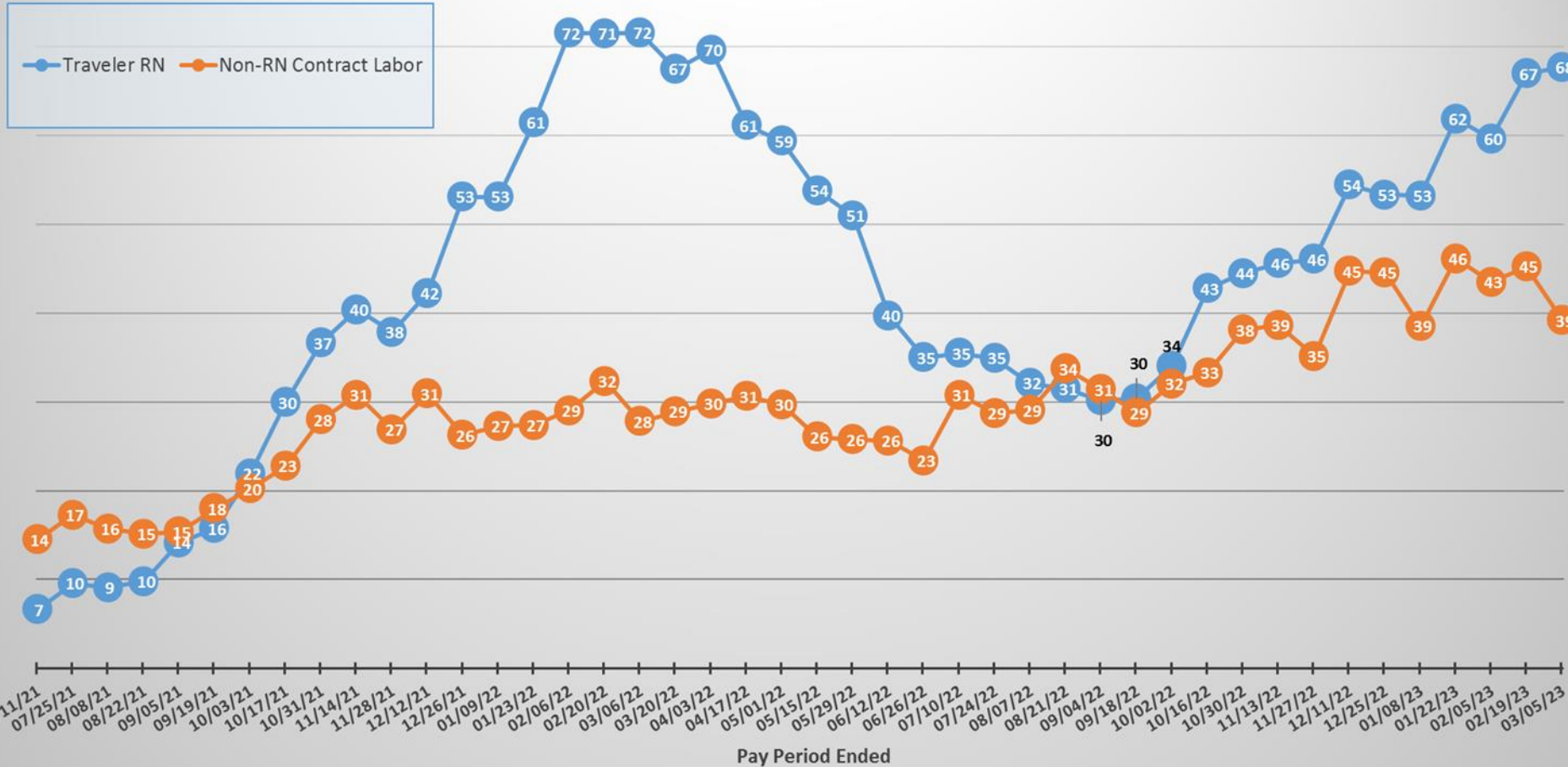


Labor Productivity – February 2023

- 1. Worked FTEs:** During the month of February, worked FTEs on a PAADC basis were **7.8%** favorable at **6.29** with a target of **6.82**. *When reviewed on a unit by unit level, the variance was **21 FTEs positive (\$299k)**.* The key drivers was higher volume than budgeted (136). Average Daily Census decreased to 136 compared to 151 in January, and was 19% above budget. Worked FTE increased to 1,604 in February (1,575 in January).
- 2. Paid FTEs:** On a PAADC basis paid FTEs were **9.2%** favorable to budget at **7.20 actual vs. 7.93 budget**. Paid FTE Increased slightly from 1,830 in January to 1,836 in February.

Contract Labor FTE By Pay Period

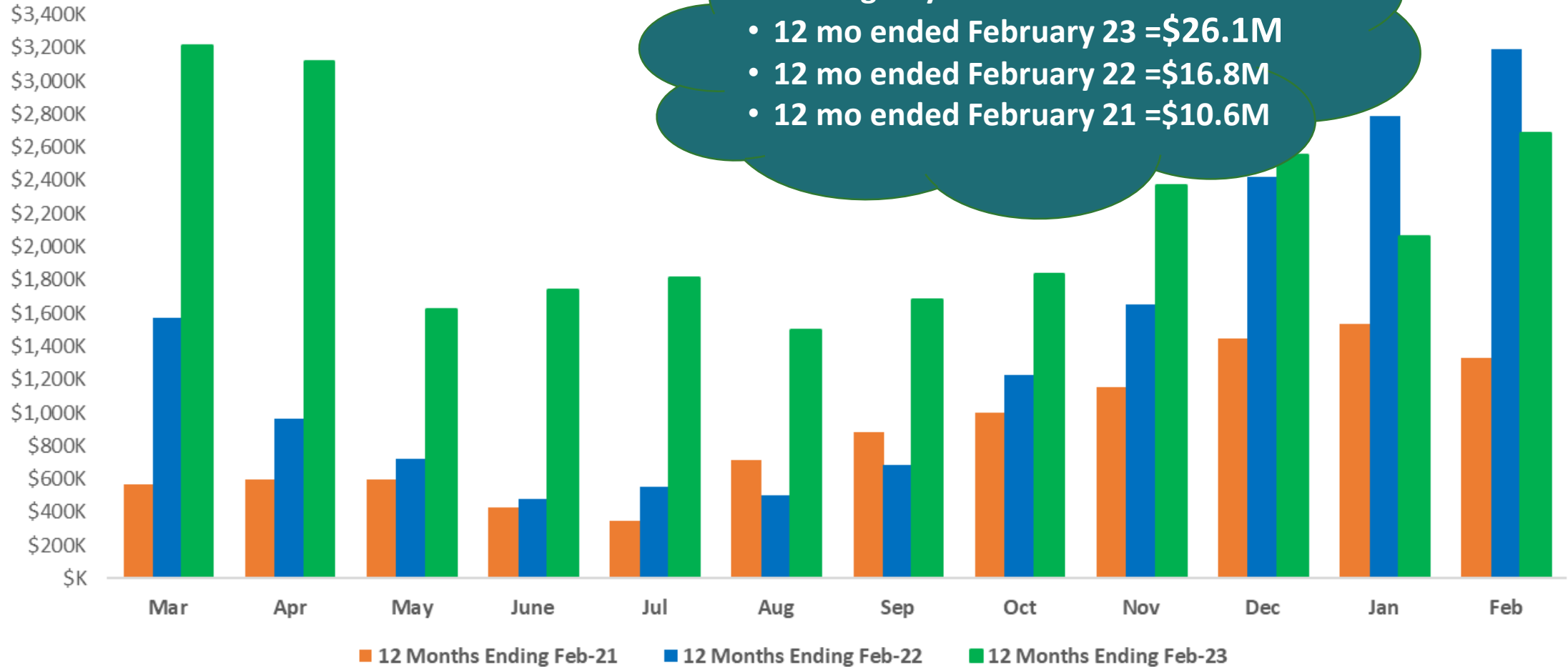
Pay Periods Ending 07/11/2021 through 03/05/2023



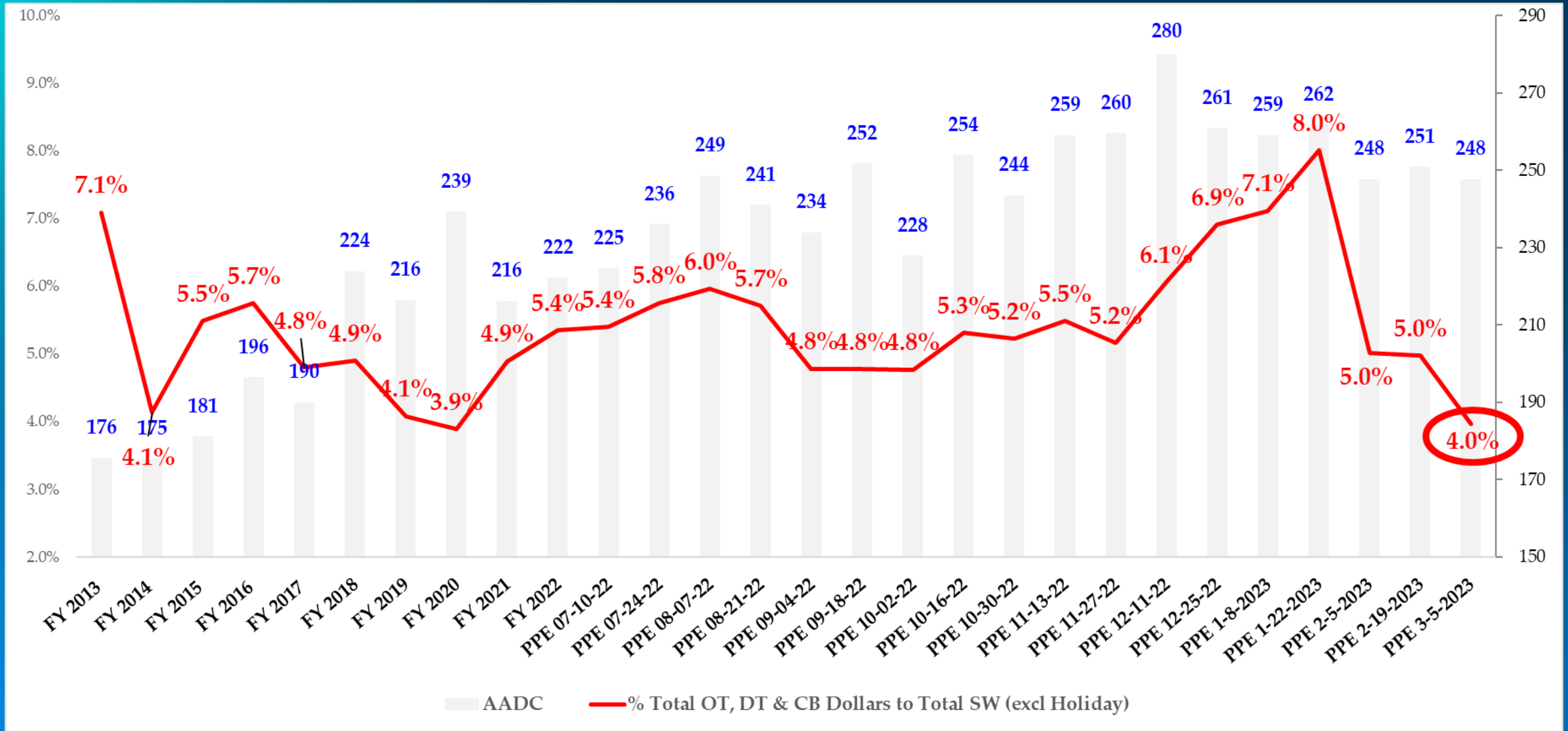
Contract labor continues to be utilized as direct result of staff shortages (national issue). Contract labor was flat overall in February compared to prior months. However, RN use increased and was partially offset by a reduction in Non-RN contract labor. (Contract labor is used to offset the loss of staff from the COVID vaccine mandates, hiring challenges, and volume growth.)

Contract Labor Utilization

Contract Labor Dollars
(\$ in thousands)



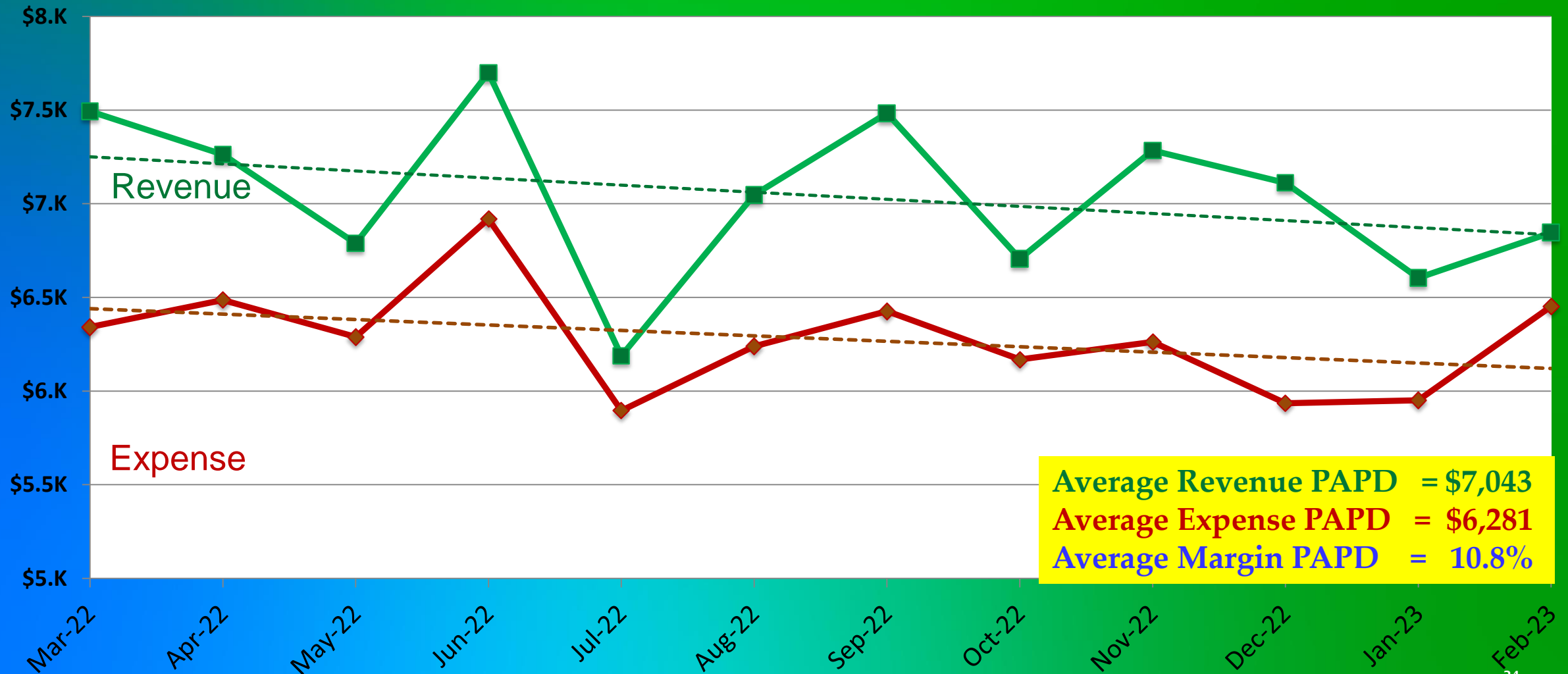
% of Total OT, DT & CB Dollars to Total S&W Updated Thru PPE 3-05-23



Salinas Valley Health Medical Center

Revenues & Expenses Per Adjusted Patient Day (Normalized)

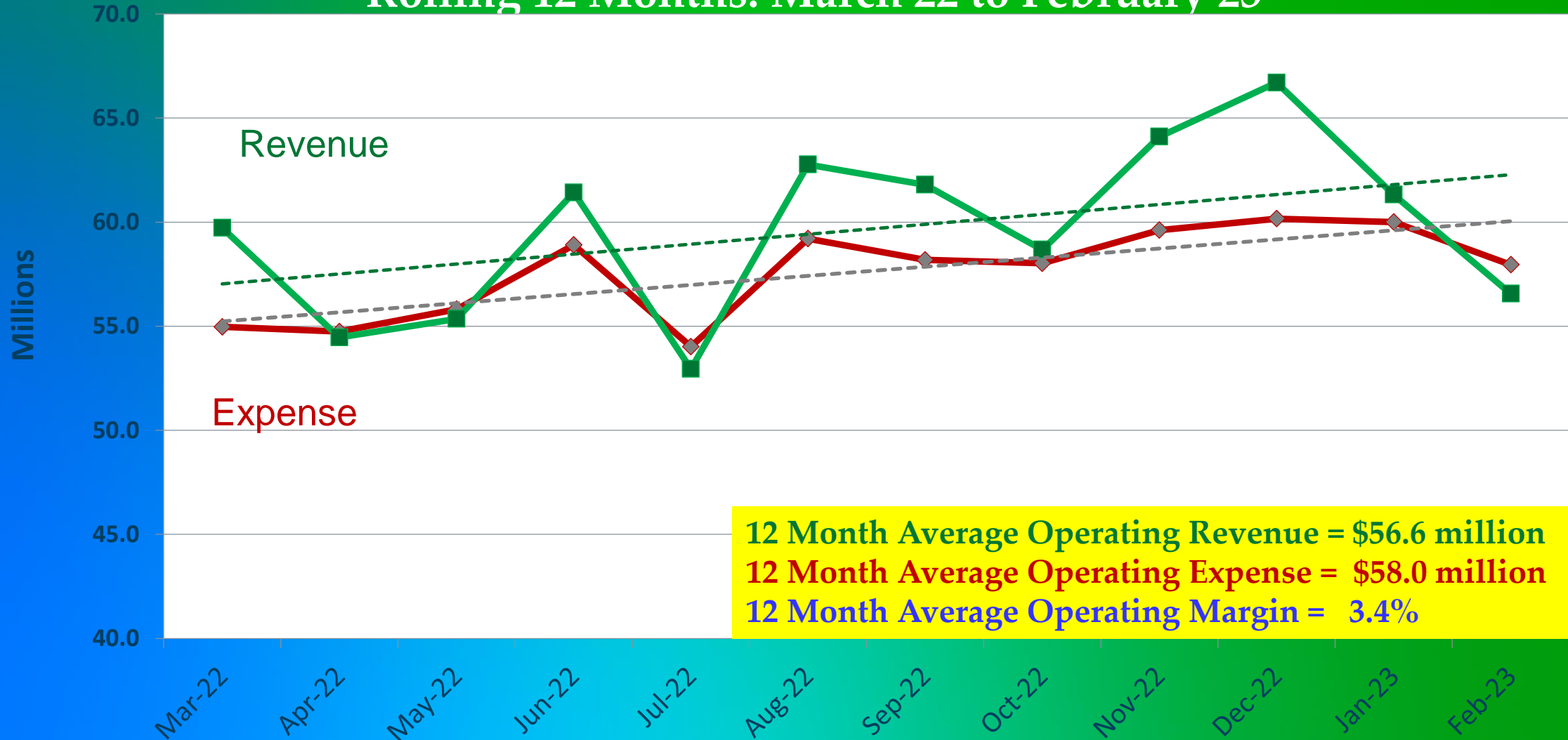
Rolling 12 Months: March 22 to February 23



Average Revenue PAPD = \$7,043
Average Expense PAPD = \$6,281
Average Margin PAPD = 10.8%

Salinas Valley Health Revenues & Expenses (Normalized)

Rolling 12 Months: March 22 to February 23



Salinas Valley Health Key Financial Indicators

Statistic	YTD	SVH		S&P A+ Rated		YTD	
	2/28/23	Target	+/-	Hospitals	+/-	2/28/22	+/-
Operating Margin*	3.7%	5.0%		4.0%		7.7%	
Total Margin*	5.0%	6.0%		6.6%		7.4%	
EBITDA Margin**	7.9%	7.4%		13.6%		11.7%	
Days of Cash*	324	305		249		378	
Days of Accounts Payable*	51	45		-		46	
Days of Net Accounts Receivable***	48	45		49		52	
Supply Expense as % NPR (SVHMC)	12.7%	14.0%		-		12.8%	
SWB Expense as % NPR (SVHMC)	52.9%	53.0%		53.7%		50.5%	
Operating Expense per APD* (SVHMC)	6,168	6,739		-		6,321	

*These metrics have been adjusted for normalizing items

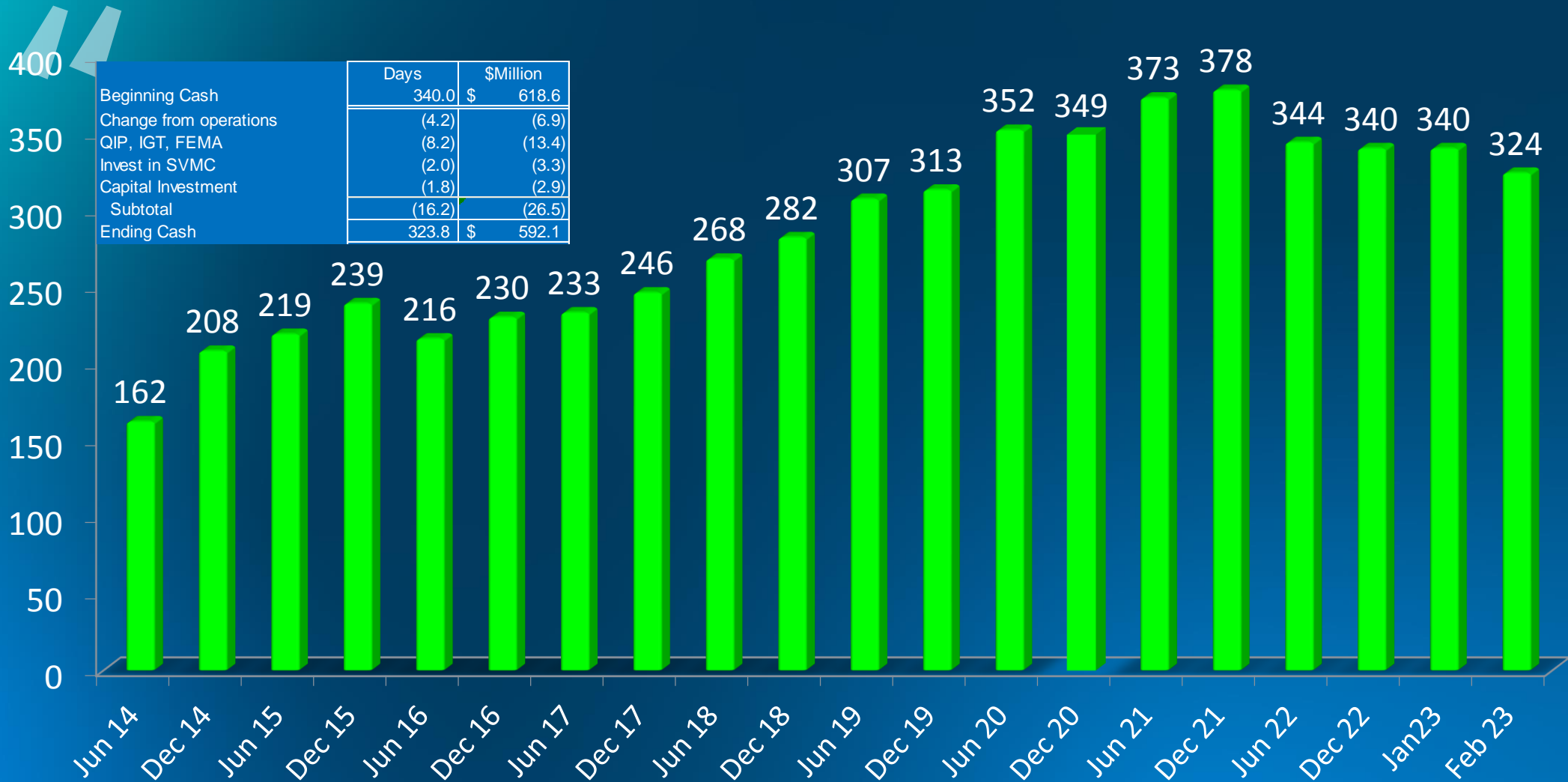
**Metric based on Operating Income (consistent with industry standard)

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

Days of Cash and Accounts Payable metrics have been adjusted to **exclude** accelerated insurance payments (COVID-19 assistance)

Salinas Valley Health

Days Cash on Hand = 324 Days (\$592M) - February 2023



Assets Whose Use is Limited

	<u>February-23</u>		<u>YTD</u>	
Beginning balance	\$	156,776,616	\$	148,632,659
Investment income or (loss)		(852,022)		1,143,957
Transfer		0		7,000,000
Ending balance	\$	155,924,594	\$	155,924,594

Routine Capital Expenditures Through February 2023

Fiscal Month	FY 2023 Approved Budget *	Total Purchased Expenditures	Remaining	Project	Amount
July	1,666,667	417,301	1,249,366	Portable Emergency Generator	52,940
August	1,666,667	865,174	2,050,858	Omnicell Conversion	51,526
September	1,666,667	1,452,278	2,265,247	Emergency Generator Redundancy	12,071
October	1,666,667	746,115	3,185,799	Other	874
November	1,666,667	704,795	4,147,670		
December	1,666,667	2,079,034	3,735,303	Total Improvements	117,411
January	1,666,667	609,423	4,792,546	Omnicell Cabinets for Pharmacy Upgrade	650,855
February	1,666,667	981,650	5,477,563	12-Workstations on Wheels	90,006
March	1,666,667		7,144,229	Fiberoptic Endo Evaluation System	65,258
April	1,666,667		8,810,896	Furniture for Medical Staff and Case Management	53,178
May	1,666,667		10,477,563	Other Miscellaneous	4,942
June	1,666,667		12,144,229	Total Equipment	864,239
YTD TOTAL	20,000,000	7,855,771	12,144,229	Grand Total	981,650

Questions / Comments

PUBLIC INPUT

ADJOURNMENT