



September 22, 2026

AMENDED NOTICE

TO: Legal Counsel

News Media

Salinas Californian

El Sol

Monterey County Herald

Monterey County Weekly

KION-TV

KSBW-TV/ABC Central Coast

KSMS/Entravision-TV

The next regular meeting of the **BOARD OF DIRECTORS OF SALINAS VALLEY HEALTH¹** will be held **THURSDAY, SEPTEMBER 24, 2026, AT 4:00 P.M., DOWNING RESOURCE CENTER, CONFERENCE ROOMS A, B, & C, SALINAS VALLEY HEALTH MEDICAL CENTER, 450 E. ROMIE LANE, SALINAS, CALIFORNIA and JW MARRIOTT NASHVILLE, 201 8TH AVENUE SOUTH, NASHVILLE, TN 37203.**

(Visit <https://www.salinasvalleyhealth.com/about-us/healthcare-district-information-reports/board-of-directors/board-committee-meetings-virtual-link/> for Public Access Information).

A handwritten signature in black ink, appearing to read "Allen Radner", is positioned above the printed name and title.

Allen Radner, MD
President/Chief Executive Officer

¹Salinas Valley Memorial Healthcare System operating as Salinas Valley Health

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

**THURSDAY, SEPTEMBER 24, 2026, 4:00 P.M.
DOWNING RESOURCE CENTER, ROOMS A, B & C
Salinas Valley Health Medical Center
450 E. Romie Lane, Salinas, California
JW Marriott Nashville, 201 8th Avenue South, Nashville, TN 37203**

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

AMENDED AGENDA

Presented By

- 1. CALL TO ORDER / ROLL CALL** *Joel Hernandez Laguna*
- 2. CLOSED SESSION** *(See Attached Closed Session Sheet Information)* *Joel Hernandez Laguna*
- 3. RECONVENE OPEN SESSION/REPORT ON CLOSED SESSION** *Joel Hernandez Laguna*
(Estimated time 4:30 pm)
- 4. AWARDS & RECOGNITION** *Allen Radner, M.D.*
- 5. PUBLIC COMMENT** *Joel Hernandez Laguna*
This opportunity is provided for members of the public to make a brief statement, not to exceed three (3) minutes, on issues or concerns within the jurisdiction of this District Board which are not otherwise covered under an item on this agenda.
- 6. CONSENT AGENDA - GENERAL BUSINESS** *(Board Member may pull an item from the Consent Agenda for discussion.)* *Joel Hernandez Laguna*
 - A. Minutes of the Regular Meeting of the Board of Directors August 27, 2026
 - B. Policies/Plans Requiring Approval
 1. Audio Visual Support of Public Board Meetings
 2. Car Seat Clinical
 3. Electronic Communications (Acceptable Use)
 4. Fetal Demise/Stillborn/Neonatal Death
 5. Fetal Fibronectin Vaginal Specimen
 6. IV Therapy: Peripheral
 7. Nitrous Oxide Analgesia for Use in Obstetrics
 8. Time, Attendance and Badging
 9. Utilization Management Plan
 10. Visitors
 - Board President Report
 - Questions to Board President/Staff
 - Public Comment
 - Board Discussion/Deliberation
 - Motion/Second
 - Action by Board/Roll Call Vote

¹Salinas Valley Memorial Healthcare System operating as Salinas Valley Health

7. BOARD MEMBER COMMENTS AND REFERRALS

Joel Hernandez Laguna

8. REPORTS ON STANDING AND SPECIAL COMMITTEES

A. QUALITY AND EFFICIENT PRACTICES COMMITTEE

Catherine Carson

Minutes of the September 14, 2026 Quality and Efficient Practices Committee meeting have been provided to the Board for their review. Additional Report from Committee Chair, if any.

B. PERSONNEL, PENSION & INVESTMENT COMMITTEE

Catherine Carson

Minutes of the September 14, 2026 Personnel, Pension and Investment Committee meeting have been provided to the Board for review. The following recommendation has been made to the Board.

1. CONSIDER RECOMMENDATION FOR BOARD APPROVAL OF (i) FINDINGS SUPPORTING RECRUITMENT OF ANA ABRIL ARIAS, MD (ii) CONTRACT TERMS FOR DR. ARIAS' RECRUITMENT AGREEMENT, AND (iii) CONTRACT TERMS FOR DR. ARIAS' FAMILY MEDICINE AND OBSTETRICS PROFESSIONAL SERVICES AGREEMENT

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

2. CONSIDER RECOMMENDATION FOR BOARD APPROVAL OF (i) FINDINGS SUPPORTING RECRUITMENT OF SAFA GUL, MD (ii) CONTRACT TERMS FOR DR. GUL'S RECRUITMENT AGREEMENT, AND (iii) CONTRACT TERMS FOR DR. GUL'S PEDIATRICS PROFESSIONAL SERVICES AGREEMENT

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

3. CONSIDER RECOMMENDATION FOR BOARD APPROVAL OF (i) FINDINGS SUPPORTING RECRUITMENT OF CAROL NADER, MD (ii) CONTRACT TERMS FOR DR. NADER'S RECRUITMENT AGREEMENT, AND (iii) CONTRACT TERMS FOR DR. NADER'S PEDIATRICS PROFESSIONAL SERVICES AGREEMENT

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

C. FINANCE COMMITTEE

Victor Rey, Jr.

Minutes of the September 21, 2026 Finance Committee meeting have been provided to the Board for their review. The following recommendations have been made to the Board.

1. CONSIDER RECOMMENDATION FOR BOARD APPROVAL OF STRATAJAZZ COST ACCOUNTING AGREEMENT RENEWAL AS SOLE SOURCE AND CONTRACT AWARD

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

2. CONSIDER RECOMMENDATION FOR BOARD APPROVAL OF THE PRIMARY TRANSFORMER EQUIPMENT REPLACEMENT PROJECT BUDGET AND THE PURCHASE OF THE PRIMARY TRANSFORMER FROM MGM TRANSFORMERS

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

3. CONSIDER RECOMMENDATION FOR BOARD APPROVAL OF DESIGN DEVELOPMENT AND EQUIPMENT PROCUREMENT BUDGET, EQUIPMENT PURCHASE AND A SERVICE MAINTENANCE AGREEMENT FOR THE 240 SAN JOSE MAMMOGRAPHY EQUIPMENT REPLACEMENT PROJECT

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

4. CONSIDER RECOMMENDATION FOR BOARD APPROVAL OF ENTERPRISE HEALTH, EMPLOYEE HEALTH ELECTRONIC HEALTH RECORDS (EHR); RFP UTILIZED

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

**5. CONSIDER RECOMMENDATION FOR BOARD APPROVAL OF
VMWARE INFRASTRUCTURE RENEWAL**

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

**6. CONSIDER RECOMMENDATION FOR BOARD APPROVAL OF
STRYKER POWER SYSTEM 9**

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

9. REPORT ON BEHALF OF THE MEDICAL EXECUTIVE COMMITTEE (MEC) MEETING OF SEPTEMBER 10, 2026 AND RECOMMENDATIONS FOR THE FOLLOWING BOARD APPROVALS: *Alison Wilson, D.O.*

A. Reports

1. Credentials Committee Report
2. Interdisciplinary Practice Committee Report

B. Policies/Procedures/Plans and Agreements Recommended for Approval:

1. Fire Safety for Surgery and Procedural Areas
2. Peripheral Nerve Stimulators
3. Quality Assessment and Performance Improvement Plan
4. RC POCT Laboratory Safety/Chemical Hygiene Plan

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

10. EXTENDED CLOSED SESSION *(if necessary)*

Joel Hernandez Laguna

11. RECONVENE OPEN SESSION/REPORT ON CLOSED SESSION

Joel Hernandez Laguna

12. ADJOURNMENT

Joel Hernandez Laguna

The next Regular Meeting of the Board of Directors is scheduled for **Thursday, October 22, 2026, at 4:00 p.m.**

The Salinas Valley Health (SVH) Board packet is available at the Board Meeting, electronically at <https://www.salinasvalleyhealth.com/about-us/healthcare-district-information-reports/board-of-directors/meeting-agendas-packets/2026/>, and in the SVH Human Resources Department located at 611 Abbott Street, Suite 201, Salinas, California, 93901. All items appearing on the agenda are subject to action by the SVH Board.

Requests for a disability related modification or accommodation, including auxiliary aids or Spanish translation services, in order to attend or participate in-person at a meeting, need to be made to the Board Clerk during regular business hours at 831-759-3208 at least forty-eight (48) hours prior to the posted time for the meeting in order to enable the District to make reasonable accommodations.

SALINAS VALLEY HEALTH BOARD OF DIRECTORS
THURSDAY, SEPTEMBER 24, 2026, 4:00 P.M.
AGENDA FOR CLOSED SESSION

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

CLOSED SESSION AGENDA ITEMS

HEARINGS/REPORTS

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

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

1. Medical Executive Committee
 - Report of the Medical Staff Executive Committee (With Comments)

REPORT INVOLVING TRADE SECRET

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

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

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

CONFERENCE WITH LABOR NEGOTIATOR

(Government Code §54957.6)

Agency designated representative: (Specify name of designated representatives attending the closed session): Robert Andersen

Employee organization: (Specify name of organization representing employee or employees in question): National Union of Healthcare Workers (NUHW)

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

CONFERENCE WITH REAL PROPERTY NEGOTIATORS

(Government Code §54956.8)

Property: (Specify street address, or if no street address, the parcel number or other unique reference, of the real property under negotiation): Imjin Parkway & 3rd Avenue, Marina, CA

Agency negotiator: (Specify names of negotiators attending the closed session): Gary Ray and Matthew Ottone

Negotiating parties: (Specify name of party (not agent): To Be Determined

Under negotiation: (Specify whether instruction to negotiator will concern price, terms of payment, or both): Price & Terms _____

PUBLIC EMPLOYEE PERFORMANCE EVALUATION

(Government Code §54957)

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

ADJOURN TO OPEN SESSION

CALL TO ORDER
ROLL CALL

(Chair to call the meeting to order)

CLOSED SESSION

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

*RECONVENE OPEN SESSION/
REPORT ON CLOSED SESSION*

(Meeting Chair)

AWARDS AND RECOGNITION

(Verbal)

(DR. RADNER)

PUBLIC COMMENT

DRAFT SALINAS VALLEY HEALTH¹
REGULAR MEETING OF THE BOARD OF DIRECTORS
MEETING MINUTES
AUGUST 27, 2026

Board Members Present: President Joel Hernandez Laguna, Vice-President Catherine Carson, Rolando Cabrera, M.D., Isaura Arreguin, and Victor Rey, Jr.

Absent: None.

Also Present:

Allen Radner, M.D., President/Chief Executive Officer

Richard Gerber, M.D., Vice Chief of Staff

Matthew Ottone, Esq., District Legal Counsel

Hanna Hitchcock, Esq.

1. CALL TO ORDER/ROLL CALL

A quorum was present and President Hernandez Laguna called the meeting to order at 4:02 p.m. in the Downing Resource Center, Conference Rooms A, B, & C.

2. CLOSED SESSION

President Hernandez Laguna announced items to be discussed in Closed Session as listed on the posted Agenda are *Hearings and Reports, Report Involving Trade Secret – Trade Secret, Strategic Planning, Proposed New Programs and Services, Conference with Labor Negotiator, Conference with Real Property Negotiators, and Public Employee Performance Evaluation*. The meeting recessed into Closed Session under the Closed Session Protocol at 4:03 p.m. The Board completed its business of the Closed Session at 4:37 p.m.

3. RECONVENE OPEN SESSION/REPORT ON CLOSED SESSION

The Board reconvened Open Session at 4:41 p.m. President Hernandez Laguna reported that in Closed Session, the Board discussed *Hearings and Reports* and *Conference with Labor Negotiator*. The Board received and accepted the reports as presented. No action was taken. President Hernandez Laguna announced there will be a need for Extended Closed Session.

4. AWARDS AND RECOGNITION

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

- **Summer Poster Expo:** Carla Spencer, CNO presented this year's Hospital Week Poster Expo featuring 17 peer-reviewed posters showcasing innovations in quality improvement, evidence-based practice, education, leadership, and literature review.
- **STAR Award: Ariel Mendoza, Patient Registration Clerk:** Iftikhar Hussain, CFO, recognized Ariel who was honored with a STAR award due to his latest act of compassion in helping a vulnerable family in need. Ariel thanked and shared his "Oscar moment" with his colleagues.

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- **37 Year Retirement: Augustina “Lupe” Flores:** Iftikhar Hussain, CFO, and Lupe’s colleagues in the Financial Services Department recognized Lupe for her dedication to Salinas Valley Health over the last 37 years, much of which was spent in financial services. Lupe was recognized for her positivity and keeping the team motivated.

5. PUBLIC COMMENT: None.

6. CONSENT AGENDA – GENERAL BUSINESS

The following item was removed from the published Consent Agenda: Item 6(B)(7): Order Mode. This item will return at a later date.

Recommend Board Approval of the Following:

A. Minutes of the Regular Meeting of the Board of Directors July 23, 2026

B. Policies/Plans Requiring Approval

1. Canine Visitation
2. CT Dose Compliance
3. Humanitarian Use Devices
4. IT Purchase and Lifecycle Management
5. Job Observation/Shadowing
6. Nursing Excellence / Peer Review
7. Palliative Care Services
8. Pharmacologic Stress Test with Modifications for Exercise
9. Reprocessing Single Use Devices
10. Roles of Research Institutional Official and Human Research Protections Administrator
11. Scope of Service: Clinical Research Program
12. Scope of Service: Communications
13. Scope of Service: Information Technology
14. Scope of Services: Transport
15. Shipping of Hazardous Materials for Clinical Research Studies at SVHMC
16. Transthoracic Echocardiogram Protocol for the Adult Patient

PUBLIC COMMENT: None.

BOARD MEMBER DISCUSSION: None.

MOTION:

Upon motion by Director Rey and second by Director Dr. Cabrera, the Board of Directors approves the Consent Agenda, Items (A) through (B) as listed above.

ROLL CALL VOTE:

Ayes: Arreguin, Dr. Cabrera, Carson, Hernandez Laguna, Rey;

Nays: None;

Abstentions: None;

Absent: None.

Motion Carried.

7. BOARD MEMBER COMMENTS AND REFERRALS

Director Rolando Cabrera, M.D.: None.

Director Catherine Carson: Shared that she recently met a physical therapist who previously worked as an intern at SVH and had a great experience.

Director Victor Rey, Jr.: None.

Director Isaura Arreguin: Commended the Mobile Clinic staff in their work to get local students ready for the school year. Also shared that her daughter had a great experience volunteering at SVH's Asthma Camp.

Director Hernandez Laguna: Referral: would like to see the plans for the SVH Retail Pharmacy's growth. Referral: requested an update on the innovation program. Shared that he attended the Medical Adventure Camp graduation ceremony, and gave a shoutout to Shannon and her whole team for putting on a summer full of great community events. Also shared that he will be transitioning out of his role at the Center for Community Advocacy to a new role at Hartnell College Foundation in September.

8. REPORTS ON STANDING AND SPECIAL COMMITTEES

A. QUALITY AND EFFICIENT PRACTICES COMMITTEE

A report was received from Director Carson regarding the Quality and Efficient Practices Committee. The minutes of the August 17, 2026 meeting were provided for Board review. Director Carson stated that the presentations were: Patient Care Services Update – Collaborative Care Practice Council, Performance Improvement Reports and Age Friendly Program Update. The following recommendation was made.

1. CONSIDER RECOMMENDATION FOR BOARD APPROVAL OF THE QUALITY ASSESSMENT AND PERFORMANCE IMPROVEMENT PLAN (QAPI)

STAFF REPORT: None.

PUBLIC COMMENT: None.

BOARD MEMBER DISCUSSION: Director Carson reported that the Quality Assessment and Performance Improvement Plan was reviewed and updated, and diagrams have been included to help understand concepts better.

MOTION:

Upon motion by Director Dr. Cabrera and second by Director Arreguin, the Board of Directors approves the Quality Assessment and Performance Improvement Plan (QAPI).

ROLL CALL VOTE:

Ayes: Arreguin, Dr. Cabrera, Carson, Hernandez Laguna, Rey;

Nays: None;

Abstentions: None;

Absent: None.

Motion Carried.

B. PERSONNEL, PENSION & INVESTMENT COMMITTEE

A report was received from Director Carson regarding the Personnel, Pension & Investment Committee. The minutes of the August 17, 2026 meeting were provided for Board review. The following recommendation was made.

1. CONSIDER RECOMMENDATION FOR BOARD APPROVAL OF CONTRACT TERMS FOR JESSICA RAMIREZ, MD'S HOSPITALIST MEDICINE PROFESSIONAL SERVICES AGREEMENT

STAFF REPORT: Tim Albert, MD, CCO reported that Dr. Ramirez is proposed to join the hospitalist group in a permanent position and to fill a vacancy there.

PUBLIC COMMENT: None.

BOARD MEMBER DISCUSSION: None.

MOTION:

Upon motion by Director Dr. Cabrera and second by Director Arreguin, the Board of Directors approves the Contract Terms of the Hospitalist Medicine Professional Services Agreement for Dr. Ramirez.

ROLL CALL VOTE:

Ayes: Arreguin, Dr. Cabrera, Carson, Hernandez Laguna, Rey;

Nays: None;

Abstentions: None;

Absent: None.

Motion Carried.

C. FINANCE COMMITTEE

A report was received from Director Rey regarding the Finance Committee. The minutes of the August 24, 2026 meeting were provided for Board review. The Financial Reports of the meeting were included in the packet for review (informational). The following recommendation was made.

1. CONSIDER RECOMMENDATION FOR BOARD APPROVAL OF RENEWAL OF THE MEDTRONIC SERVICE AND SUPPORT AGREEMENT FOR THE O-ARM O2 SURGICAL IMAGING SYSTEM AND STEALTHSTATION S8 NEUROSURGICAL NAVIGATION SYSTEM

STAFF REPORT: Alysha Hyland, CAO reported that this is a renewal of a master agreement SVH currently has with Medtronic for an imaging and navigation system used in the operating room. This agreement proposes a three year extension through August 2029 in the amount of \$417,300.

PUBLIC COMMENT: None.

BOARD MEMBER DISCUSSION: None.

MOTION:

Upon motion by Director Dr. Cabrera and second by Director Arreguin, the Board of Directors approves the Amendment No. 1 to the Medtronic Service and Support Agreement for the O-Arm O2 Surgical Imaging System and StealthStation S8 Neurosurgical Navigation System, extending the agreement for a three-year term in the amount of \$417,300, subject to final legal review.

ROLL CALL VOTE:

Ayes: Arreguin, Dr. Cabrera, Carson, Hernandez Laguna, Rey;

Nays: None;

Abstentions: None;

Absent: None.

Motion Carried.

**2. CONSIDER RECOMMENDATION FOR BOARD APPROVAL OF
HEALTHSTREAM (LEARNING MANAGEMENT SYSTEM) CONTRACT
RENEWAL**

STAFF REPORT: Carla Spencer, CNO reported that Healthstream is the learning management platform used for all annual regulatory education. This agreement proposes a three year term for a total cost of \$571,958.56 over the life of the agreement.

PUBLIC COMMENT: None.

BOARD MEMBER DISCUSSION: None.

MOTION:

Upon motion by Director Dr. Cabrera and second by Director Carson, the Board of Directors approves the HealthStream (Learning Management System) contract renewal for the term of 3-years in the total amount of \$571,958.56.

ROLL CALL VOTE:

Ayes: Arreguin, Dr. Cabrera, Carson, Hernandez Laguna, Rey;

Nays: None;

Abstentions: None;

Absent: None.

Motion Carried.

D. COMMUNITY ADVOCACY COMMITTEE

A report was received from Director Dr. Cabrera regarding the Community Advocacy Committee. The minutes of the August 19, 2026 meeting were provided for Board review. There are no recommendations.

**9. REPORT ON BEHALF OF THE MEDICAL EXECUTIVE COMMITTEE (MEC) MEETING
ON AUGUST 13, 2026, AND RECOMMENDATION FOR BOARD APPROVAL OF THE
FOLLOWING:**

Richard Gerber, M.D., Vice Chief of Staff, reviewed the reports of the Medical Executive Committee (MEC) meeting of August 13, 2026. A full report was provided in the Board packet.

The following item was removed from the published Agenda: Item 9(B)(4) Risk Management Plan. This item will return at a later date. The MEC recommends for Board Approval of the following Reports and Policies/Procedures/Plans and Agreements as listed below.

PUBLIC COMMENT: None.

BOARD MEMBER DISCUSSION: Director Dr. Cabrera asked if the dermatologist at the Taylor Farms Family Health and Wellness Center is currently accepting referrals. Orlando Rodriguez, MD, CMO answered she will be soon.

MOTION:

Upon motion by Director Dr. Cabrera and second by Director Rey, the Board of Directors receives and accepts the Medical Executive Committee Credentials Committee Report, Interdisciplinary Practice Committee Report, and Policies/Procedures/Plans and Agreements as listed in (A) through (B) below:

- A. Reports
 - 1. Credentials Committee Report (Including the following)
 - Taylor Farms Family Health & Wellness Center – Delineation of Ambulatory Privileges
 - 2. Interdisciplinary Practice Committee Report (Including the following)
 - Revised Privilege Form: PA- TFFH&WC
- B. Policies/Procedures/Plans and Agreements
 - 1. Laboratory Critical Call Values
 - 2. Physician Orders for Life Sustaining Treatment (POLST)
 - 3. Renal Dose Adjustment per Pharmacy Protocol

ROLL CALL VOTE:

Ayes: Arreguin, Dr. Cabrera, Carson, Hernandez Laguna, Rey;

Nays: None;

Abstentions: None;

Absent: None.

Motion Carried.

10. EXTENDED CLOSED SESSION

President Hernandez Laguna announced items to be discussed in Extended Closed Session are *Report Involving Trade Secret – Trade Secret, Strategic Planning, Proposed New Programs and Services, Conference with Real Property Negotiators, and Public Employee Performance Evaluation*. The meeting recessed into Closed Session under the Closed Session Protocol at 5:27 p.m. The Board completed its business of the Closed Session at 6:52 p.m.

11. RECONVENE OPEN SESSION/REPORT ON CLOSED SESSION

The Board reconvened Open Session at 6:52 p.m. President Hernandez Laguna reported that in Extended Closed Session, the Board discussed *Report Involving Trade Secret – Trade Secret, Strategic Planning, Proposed New Programs and Services, Conference with Real Property Negotiators, and Public Employee Performance Evaluation*. No action was taken.

12. ORAL REPORT OF PROPOSED COMPENSATION TO PUBLIC AGENCY EMPLOYEE PRIOR TO FINAL ACTION PURSUANT TO GOVERNMENT CODE SECTION 54953(D)(3)(A)

Pursuant to Government Code Section 54953(d)(3)(A), President Hernandez Laguna announced that the proposed Employment Agreement for Dr. Allen Radner as President/CEO of the District contains the following terms pertaining to executive compensation: annual salary of \$917,134.40, paid time off consistent with SVH's standard PTO policy; participation in the standard health benefit plan for District

employees; participation in District retirement plan for District employees; short term disability coverage; long term disability coverage; participation in the District's group life insurance program for executive employees; and \$2,500 per year for continuing medical education to maintain physician license.

PUBLIC COMMENT: None.

BOARD MEMBER DISCUSSION: None.

13. CONSIDER FOR APPROVAL OF EMPLOYMENT AGREEMENT – PRESIDENT/CHIEF EXECUTIVE OFFICER

Matthew Ottone, District Legal Counsel, presented the Employment Agreement for the President/Chief Executive Officer. The main transaction terms are listed above in Agenda Item 12.

STAFF REPORT: None.

PUBLIC COMMENT: None.

BOARD MEMBER DISCUSSION: None.

MOTION:

Upon motion by Director Dr. Cabrera and second by Director Carson, the Board of Directors approves the Employment Agreement – President/Chief Executive Officer.

ROLL CALL VOTE:

Ayes: Arreguin, Dr. Cabrera, Carson, Hernandez Laguna, Rey;

Nays: None;

Abstentions: None;

Absent: None.

Motion Carried.

14. ADJOURNMENT

The next Regular Meeting of the Board of Directors is scheduled for Thursday, **September 24, 2026**, at 4:00 p.m. There being no further business, the meeting was adjourned at 6:55 p.m.

Rolando Cabrera, MD
Secretary, Board of Directors

Memorandum

To: Board of Directors
From: Carla Spencer, CNO
Date: September 24, 2026
Re: Policies Requiring Approval

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

	Policy Title	Summary of Changes	Responsible Exec
Consent Agenda Policies			
1.	Audio Visual Support of Public Board Meetings	Links corrected. References updated.	Alysha Hyland, CAO
2.	Car Seat Clinical	Updated Material Management to Supply Chain. References updated.	Carla Spencer, CNO
3.	Electronic Communications (Acceptable Use)	Addition of not allowing eye or ear wear that is capable of recording.	Alysha Hyland, CAO
4.	Fetal Demise/Stillborn/Neonatal Death	Updated Material Management to Supply Chain.	Carla Spencer, CNO
5.	Fetal Fibronectin Vaginal Specimen	Regularly scheduled review. References updated	Carla Spencer, CNO
6.	IV Therapy: Peripheral	No changes. Regularly scheduled review.	Carla Spencer, CNO
7.	Nitrous Oxide Analgesia for Use in Obstetrics	Formatting changes. References updated.	Carla Spencer, CNO
8.	Time, Attendance and Badging	Regularly scheduled review. Changed from a procedure to a policy.	Michelle Barnhart Childs, CHRO
9.	Utilization Management Plan	CMO changed to CCO.	Carla Spencer, CNO
10.	Visitors	NICU and ICU restrictions updated.	Carla Spencer, CNO

MEC			
Nursing Standardized Procedures			
1.	None		
MEC Policies/Plans			
1.	Fire Safety for Surgery and Procedural Areas	References updated. Minor typos repaired.	Alysha Hyland, CAO
2.	Peripheral Nerve Stimulators	Regularly scheduled review. References updated	Carla Spencer, CNO
3.	Quality Assessment and Performance Improvement Plan	Annual review. Plan completely rewritten to align with current practices and requirements.	Carla Spencer, CNO
4.	RC POCT Laboratory Safety/Chemical Hygiene Plan	Materials Management changed to Supply Chain.	Clement Miller, COO
Board Policies			
1.	None		



Origination N/A
Approved N/A
Expires 3 years after approval

Owner **Audrey Parks:**
Vice President
Information
Technology

Area **Information
Technology**

Audio Visual Support of Public Board Meetings

I. POLICY STATEMENT

- A. 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 is subject to the open meeting requirements of the Ralph M. Brown Act, Government Code §54950 et seq. (the "Brown Act").
- B. Senate Bill 707 (SB 707), signed into law on October 3, 2025, requires eligible legislative bodies — including the Salinas Valley Health Board of Directors — to provide two-way telephonic or audiovisual access for public participation and to adopt a written policy addressing disruptions to telephonic or internet services during meetings, on or before July 1, 2026 (Government Code §54953.4(b)(1)(A)(i)(I)(ib)).

II. PURPOSE

- A. This Procedural Policy governs Information Technology's (IT's) responsibilities in supporting, monitoring, and responding to disruptions of the enterprise video conferencing solution used to provide public access to Salinas Valley Health's Board of Directors and Committee meetings.
- B. This Policy implements IT's operational role in satisfying those legal obligations and in furthering SVH's commitment to transparency, accessibility, and public participation in the governmental process.

III. DEFINITIONS

- A. Enterprise video conferencing solution in use at Salinas Valley Health: Cisco Webex
- B. Enterprise secure messaging platform solution in use at Salinas Valley Health is TigerConnect.

IV. SCOPE

- A. This policy applies to the following:
 - 1. All Information Technology personnel assigned to support Board of Directors and Committee meetings;
 - 2. All Board of Directors open session meetings and Committee meetings that are subject to

Brown Act public access requirements;

3. The video conferencing platform is designated as the means of providing real-time public access and participation.
- B. This Policy does not apply to meetings or circumstances explicitly exempted under Section 7 of this Policy. This policy applies to all legislative bodies, boards, commissions, committees, and subcommittees subject to the Ralph M. Brown Act, including all staff, contractors, and vendors responsible for operating, maintaining, or supporting AV systems used in the conduct of public meetings. This policy covers all meeting formats in which AV technology is employed, including in-person meetings with AV amplification or recording, hybrid meetings combining in-person and remote participation, and fully remote or teleconferenced meetings conducted pursuant to Government Code §54953.4. This policy does not govern the use of AV equipment for non-public, administrative, or training purposes that fall outside the scope of Brown Act-covered proceedings.

COPY

V. PROCEDURE

A. Pre-Meeting Technical Requirements

B. Information Technology shall complete the following before each Board or Committee meeting to minimize the risk of disruption:

1. Confirm that our enterprise video conferencing solution is operational and accessible by logging in as both host and as a simulated external participant.
2. Verify audio input and output devices (microphones, speakers, hearing loop), display systems, and all cabling.
3. Confirm internet connectivity at the primary meeting location via a speed test; document upload/download speeds and latency.

C. Equipment and Platform Verification (at least 90 minutes before meeting). Verify that recording and live-streaming functions (if applicable) are ready.

D. Redundancy Preparation

1. Salinas Valley Health maintains two connections to the internet with two separate providers in the event there is an issue with the primary provider. The fail over to the redundant connection is automated should the main connection fail. Any manual switchover will require support from IT Network Engineering.
2. If after business hours, AV shall escalate to IT/Informatics On-Call ("IOC" role) via TigerConnect, our secure messaging platform. Separately, AV may reach out to the Network Engineering Manager via TigerConnect.
3. Dial-in telephonic access as a secondary public participation pathway is the default configuration for our Cisco Webex video conferencing sessions.
4. Audio Visual in IT ensures backup hardware (laptop, cables, adapters) is onsite and charged.
5. A team member from Audio Visual (AV) is assigned to manage and attend Board of Directors and other Committee level meetings to support web conferencing and other audiovisual needs. Escalations may be sent to our Help Desk, HelpDesk@salinasvalleyhealth.com or (831) 755-0738 who can further escalate as needed.

E. AV Responsibilities During Meeting Setup

1. Remain at the AV control station with active monitoring of platform status indicators throughout the meeting. AV staff may be asked to leave the room for closed door and other non-public sessions.
2. AV shall maintain a written log of any events related to platform disruptions.

F. Disruption Detection and Initial Response

1. Indicators of a disruption include the following:
2. SVH enterprise video conferencing solution disconnects or becomes inaccessible to public participants.
3. Public participant count drops to zero unexpectedly during an open session.
4. The AV staff, Board Secretary, or Presiding Officer receives report(s) that the public cannot access or hear the meeting.
5. Internet connectivity test (e.g., ping, speed test) fails or degrades below usable thresholds; or Webex displays a service outage or connectivity error.

G. Immediate Actions Upon Detection (within the first 5 minutes)

1. The AV staff shall immediately notify the Presiding Officer and Board Secretary verbally that a disruption has been detected.
2. AV staff shall attempt to identify the source of the disruption, if possible or applicable, document observed symptoms and troubleshooting steps performed, and obtain a root cause analysis when available for inclusion with the meeting disruption documentation.
3. The AV staff shall attempt rapid restoration measures, including the following:
 - a. Refreshing or restarting our enterprise video conferencing solution;
 - b. Switching to the backup internet connection
 - c. Restarting network equipment (router/switch) if safe to do so without disrupting meeting proceedings; and contacting IT support to report the outage.
 - d. If the disruption is not resolved within approximately five (5) minutes of detection, the AV staff shall advise the Presiding Officer to invoke the disruption response protocol under "Distribution Response Protocol."

H. Internet/Telephonic Service Disruption Response Protocol

1. The following protocol implements the requirements of the Government Code §54953.4(b)(1)(A)(i)(I)(ib), as enacted by SB 707. It governs the actions of the Board and Information Technology when a disruption prevents public access during an open session of a meeting.
 - a. The steps in this Section reflect mandatory statutory requirements under the Brown Act as amended by SB 707. Deviation from these steps during active disruption may constitute a violation of the Brown Act. AV personnel should escalate immediately to the Presiding Officer and Board Secretary if there is any uncertainty about the required course of action.
2. Step 1: Board Recesses the Open Session
 - a. Upon notification by the AV staff (or Board Secretary) that a disruption is preventing public access, the Presiding Officer shall proceed with the following:
 - i. Announce on the record that a disruption to internet/telephonic service has occurred and that public access via our enterprise video conferencing solution has been lost.
 - ii. Order a recess for the open session of the meeting for a minimum of one (1) hour.
 - iii. Announce that the Board may convene in Closed Session during the recess period to conduct closed session business, if any.
 - b. AV Role: Document the precise time the recess is called in the meeting log. Begin or continue active restoration efforts immediately (see "Good Faith Restoration Efforts During Recess" section).
3. Step 2: Good Faith Restoration Efforts During Recess
 - a. During the recess period, Information Technology shall make a good faith attempt to restore public access to the meeting. Restoration efforts shall include, in order of priority:
 - i. Attempt to restore primary internet service by power-cycling network equipment, contacting the ISP, and engaging IOC and Network Engineering, as appropriate.
 - ii. The alternate internet connection failover is automated and AV should attempt to reconnect our enterprise video conferencing solution.

- iii. Document all restoration steps attempted, the time of each attempt, and the result, in the meeting log.
 - b. AV Role: The AV staff shall endeavor to provide status updates to the Board Secretary at least every fifteen (15) minutes during the recess. At or around the forty-five (45) minute mark, the AV staff shall provide a final status assessment indicating whether service restoration is likely before the one-hour recess ends.
4. Step 3: Reconvening Open Session
- a. The Board shall not reconvene open session until the earlier of:
 - i. The telephonic or internet service has been fully restored and public access via our enterprise video conferencing solution (or telephonic access) has been confirmed; or
 - ii. One (1) hour has elapsed since the disruption occurred.
 - b. AV Role: If service is restored before the one-hour mark, the AV staff shall notify the Board Secretary and Presiding Officer immediately and confirm that public participants can successfully reconnect before open session resumes. Document the time of restoration and confirmation in the meeting log.
5. Step 4: Roll Call Finding (If Service is Not Restored After One Hour)
- a. If, after one (1) hour from the time of the disruption, telephonic or internet service has not been restored, the Board may vote to continue the meeting without remote public access by adopting the following findings by roll call vote, as required by Government Code §54953.4(b)(1)(A)(i)(I)(ib):
 - b. Required Findings (Roll Call Vote)
 - i. The Board made good faith efforts to restore telephonic or internet service; and
 - ii. The public interest in continuing the meeting outweighs the public interest in remote public access.
 - c. AV Role: Prior to the roll call vote, the AV staff shall provide the Presiding Officer and Board Secretary with the completed meeting log, documenting all restoration steps attempted and their outcomes, to support the Board's finding that good faith efforts were made.

I. Exceptions — Meetings to Which This Policy Does Not Apply

- 1. Consistent with Government Code §54953.4(b)(1)(A)(i)(II), the requirement to provide two-way telephonic or audiovisual public access — and therefore the disruption Response Protocol in the "Disruption Response Protocol" section — does not apply when the Board or Committee convenes for any of the following purposes:
 - a. To attend a judicial or administrative proceeding in which SVH is a party;
 - b. To inspect real or personal property;
 - c. To meet in an emergency situation as defined by Government Code §54956.5;
 - d. To meet in a session closed to the public under the Brown Act (closed session only);
 - e. Any other circumstance expressly exempted from the two-way public access requirement under Government Code §54953.4(b)(1)(A)(i)(II) or applicable successor provisions.

J. When a meeting falls within one of these exceptions, Information Technology shall continue to provide

technical support as requested but is not required to invoke the Disruption Response Protocol.

1. Note: If a meeting includes both exempt and non-exempt agenda items (e.g., open session items following a property inspection), the AV staff shall confirm with the Board Secretary whether public access requirements apply to any portion of the meeting before concluding that an exception applies.

K. Documentation and Records

1. The AV staff shall maintain a meeting AV log for every Board and Committee meeting. This log is currently stored on our intranet, <https://app.smartsheet.com/sheets/hvrq79mqF6VwC677X7FmrqG2xG3Wjh4MMW8Pwww1?view=grid>
2. The log shall include:
 - a. Date, meeting name, and location;
 - b. AV staff name and any additional AV staff present;
 - c. Pre-meeting checklist completion status;
 - d. Meeting start time and public participant count at meeting commencement;
 - e. Any disruptions detected: time, nature, and duration;
 - f. All restoration steps attempted and results, with timestamps;
 - g. Time recess was called (if applicable);
 - h. Time service was restored or, if not restored, the time and result of the roll call finding;
 - i. Confirmation of IT support notification and response times; and
 - j. Any other technical incidents affecting meeting access.
3. Completed meeting AV Logs shall be submitted to the Board Secretary within two (2) business days following each meeting and retained as part of the official meeting record in accordance with SVH's Records Retention schedule <https://svmh.policystat.com/policy/13272382/latest>.

VI. EDUCATION/TRAINING

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

VII. POLICY REVIEW AND AMENDMENT

Proposed amendments to this policy shall be submitted to the SVH Board of Directors for approval. This Policy may also be reviewed and amended at any time in response to the following:

- A. Changes to the Brown Act or related regulations;
- B. Changes to our enterprise video conferencing solution or network infrastructure; or
- C. Post-incident review identifying operational deficiencies.

VIII. REFERENCES

- A. Ralph M. Brown Act, Government Code §54950 et seq.\
- B. Senate Bill 707 (SB 707), Chapter 327, Statutes of 2025 (effective January 1, 2026)
- C. Government Code §54953.4 (as amended by SB 707)

Approval Signatures

Step Description	Approver	Date
Board	Rebecca Alaga: Regulatory/ Accreditation Coordinator	Pending
CAO	Alysha Hyland: Chief Administrative Officer	9/8/2026
Policy Committee	Rebecca Alaga: Regulatory/ Accreditation Coordinator	8/25/2026
Owner	Audrey Parks: Vice President Information Technology	8/24/2026

Standards

No standards are associated with this document

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Origination 6/12/2017
Approved N/A
Expires 3 years after approval

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

Car Seat Clinical

I. POLICY STATEMENT

- A. The staff caring for children throughout Salinas Valley Health Medical Center (SVHMC) will provide appropriate child passenger restraint system information to the legal guardian of those children less than eight (8) years of age or less than four (4) feet and nine (9) inches in height (CA Vehicle Code 27360, 2012) This information will be discussed with the parent(s)/legal guardian(s) to verify their understanding. The appropriate form indicating understanding will be signed by the parent(s)/legal guardian(s).

II. PURPOSE

- A. To guide staff in providing information for parent(s)/legal guardian(s) regarding car seats or car beds.

III. DEFINITIONS

- A. Child passenger restraint system: car seat or car bed
B. NICU: Neonatal intensive care unit.

IV. GENERAL INFORMATION

- A. N/A

V. PROCEDURE

- A. Advise parent(s)/legal guardian(s) at the time of admission of the legal necessity for a car seat or car bed upon discharge of the infant/child.

1. Literature is provided
- B. Parent(s)/legal guardian(s) of pediatric patients outside of the Mother Baby and NICU units are to sign the "Release of a Minor Under 8 Years of Age or Less Than 4 Feet, 9 Inches in Height" form outlining pertinent car seat information (Form # 6120-026152). Each department affected will complete this form prior to discharge of the pediatric patient who is less than 8 years of age and/or less than 4 feet, 9 inches in height.
- C. Mother Baby will provide education and document about car seat information being given. Parent(s)/legal guardian(s) for infants who are patients in NICU will have received this information upon discharge from the Mother Baby unit; NICU staff will confirm this at the time of the infant's discharge.
- D. Resources for automobile restraints for children with special needs are available in the patient information resources.
- E. ***If family does not have a car seat or car bed:***
 1. When a parent(s)/legal guardian(s) does not have a car seat or car bed one can be obtained through Supply Chain department (SC) without a charge.
 - a. Enter a requisition into Workday for Car Seat Newborn or Card Seat Bed Infant. SC will deliver the car seat or car bed to the clinical unit.
- F. Documentation:
 1. Document on "Release of a Minor Under 8 Years of Age and Less than 4 feet, 9 inches in Height" form and have parent(s)/legal guardian(s) sign for patients.
 2. Mother Baby and NICU will coordinate obtaining a car seat or car bed for the newborn via requisition in Workday.

VI. EDUCATION/TRAINING

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

VII. REFERENCES

- A. California Highway Patrol (2026) Child Safety Seats <https://www.chp.ca.gov>

Approval Signatures

Step Description	Approver	Date
Board Approval	Rebecca Alaga: Regulatory/ Accreditation Coordinator	Pending
CNO	Carla Spencer: Chief Nursing Officer	9/9/2026
Policy Committee	Rebecca Alaga: Regulatory/	9/8/2026

Policy Owner

Accreditation Coordinator

Julie Johnson: Clinical
Manager

9/2/2026

Standards

No standards are associated with this document

COPY



Origination 5/15/2017
Approved N/A
Expires 3 years after approval

Owner Michelle Barnhart
Childs: Chief Human Resources Officer
Area Administration

Electronic Communications (Acceptable Use)

I. POLICY STATEMENT

- A. Employees should not have any expectation of privacy with respect to e-mail, voicemail, internet browsing and contribution, fax or other electronic communication using services, equipment, and/or media owned, operated, controlled upgraded or utilized by Salinas Valley Health Medical Center (SVHMC).

II. PURPOSE

- A. To set forth guidelines regarding acceptable use of electronic communication and audio/video devices, whether owned, operated, controlled or upgraded by SVHMC or personally owned. This policy includes computer technology and communication systems including but not limited to hardware, software, e-mail, fax, internet, recording devices, mobile phone, text messaging, voice mail systems and cameras.

III. DEFINITIONS

- A. Camera or Audio/Video Recording Device: any device that can capture and/or record visual images or audible conversations, such as but not limited to cameras, cell phone cameras, computers, camcorders, video recorders and audio recorders.
- B. Electronic Devices: refer to but are not limited to mobile phones, tablets, sound / video recorders and gaming consoles. These do not include translation phones/devices.
- C. Personal Telecommunication / wireless Devices: mobile phones, tablets, or two-way radios not provided or owned by SVHMC.

IV. GENERAL INFORMATION

- A. Although the hospital does not intend to routinely monitor such communications, it reserves the right to randomly audit as well as review or inspect, for legal compliance and legitimate business reasons, the content of any electronic communication with or without notice.

V. PROCEDURE

A. Personal Telecommunication Device Usage

1. The use of wireless or electronic devices for personal phone calls, texting or accessing of the internet for any non-work related function, is limited to those times when an employee, volunteer or vendor is on break from their work assignment and not while on duty. At such times, devices may be used in staff lounges, break rooms or the cafeteria patio.
2. Personal electronic devices, including cell phones, should be set to quiet modes, such as vibrate and silence during your work hours. Such devices should not disrupt work.
3. Staff is reminded to use these devices with discretion to minimize disruption with the care or treatment to patients. Staff is reminded of the hospital's commitment to noise reduction in the patient care environments and HIPAA Security and Privacy rules. [HIPAA SANCTIONS](#)
4. Staff are prohibited from wearing or using personally owned eye or ear worn technology capable of photography, video recording, or audio recording while working.
5. Any use of a camera or audio/video recording device by employees, vendors, consultants, contractors and observers in and around all clinical settings is prohibited unless specifically authorized in advance for the purpose of carrying out a specific job function. This authorization must be in writing from Administration and the patient is required to sign /consent to this activity. [SVH POLICY FOR PHOTOGRAPHY](#)
 - a. Any images captured on cameras shall be removed from the camera once transferred and used for intended purposes.
 - b. No patient identifiable images shall be stored on local computers, the cloud or other storage devices not part of the electronic medical record.
6. Hospital approved applications include, but are not limited to, EMR, TigerConnect, mobile rounding tools, staff and patient rounding application(s) and any other Hospital enabled secure messaging solution which allows for text, images and recordings.
 - a. SVHMC prohibits the use of unsecured messaging from a personal mobile device for communicating protected health information. [USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION \(PHI\)](#)
 - b. Computerized provider order entry (CPOE) is the preferred method for submitting orders as it allows providers to directly enter orders into the electronic health record (EHR).

c. The use of secure text orders is not permitted at this time.

7. Employees driving hospital owned/operated vehicles are prohibited from utilizing a cell phone or audio/video playback device to the extent prohibited by law.

B. Electronic Communications

1. Passwords are intended to keep unauthorized individuals from accessing content inappropriately and may not be shared.
2. Employees are expected to use STAR Values, common sense and good judgment when sending messages to each other.
3. All Email communications on the SVHMC domain and network are logged and archived, and should be considered discoverable and auditable at any time.
4. Refer to [ACCEPTABLE USE OF COMPUTER INFORMATION SYSTEMS](#) and [ELECTRONIC MAIL AND VOICEMAIL](#) for more information.

C. Electronic Devices

1. Headsets and earbuds may be worn by employees with specific job criteria which utilize communication devices, during the performance of these specific duties.
2. The use of electronic devices (including headsets and earbuds) by staff during working hours is considered a detriment to an employee's performance and a safety hazard and is thereby prohibited because:
 - a. It impedes the ability of the employee to communicate effectively with patients, coworkers, physicians, visitors and volunteers in the workplace.
 - b. It impedes the ability of the employee to hear and respond appropriately to overhead announcements of emergency conditions (Code Red, Code Blue, etc.) which could adversely impact job performance and communications with patients, coworkers, physicians, visitors and volunteers in the workplace.
3. With Management's approval, use of electronic devices, may be acceptable in non-patient care areas, in compliance with SVHMC policies, including but not limited to [Standards of Professional Behavior](#), [Use of English Language](#) and [Golden Rules for Customer Service](#).
4. This policy does not restrict the use of protective headsets/earbuds when performing duties that require or encourage the use of protective equipment to reduce exposure to high noise levels. Staff members are urged to take a proactive role in safety and to utilize safety equipment.

D. Radio Frequency Emitting Devices (RFED)

1. Introduction of devices emitting radio frequencies such as citizen band radios, portable two-way radios, phones, devices or games operated by radio remote control are not permitted within the Hospital's main campus or any off-site location owned and/or operated by SVHMC unless pre-approved the Biomedical or Engineering Departments.
2. High-powered transmitting devices provided by the hospital for use by the Security, Engineering, Dietary, Transportation, Purchasing and Environmental Services

Departments shall not be used around or near any medical instrumentation or digital alarm panels (i.e. ventilators, anesthesia machines, medical gas alarm panels.)

3. Any device of questionable safety must be tested and approved by the Biomedical or Engineering Department. A copy of the service report must be kept with the device as proof of approval to use.

E. Examples of Prohibited Behaviors

1. Prohibited behaviors/activities in the workplace may include but are not limited to the following:
 - a. Use of another's account and not one's own.
 - b. Intentionally transmitting and/or downloading any digital content that contain discriminatory, derogatory, inflammatory, offensive or harassing remarks about a person's, or group's sex, race, religion, age, gender, gender identity, national origin, disability, sexual orientation, marital or veteran status.
 - c. Intentionally transmitting and/or downloading of sexually explicit materials, including messages, videos, images and cartoons.
 - d. Persistent and/or unsolicited communication with other individuals.
 - e. Solicitation on behalf of political, religious or other personal causes or personal business ventures.
 - f. Visiting or posting web sites that contain sexually explicit, racist or other material that management, in its sole judgment, considers offensive. Engaging in illegal, fraudulent or malicious activities.
 - g. Use of personal email accounts (i.e. Gmail, Yahoo, iCloud, etc) for business related communications instead of using the SVHMC provided email accounts (i.e. [salinasvalleyhealth.com](mailto:svhmc@salinasvalleyhealth.com))
 - h. Auto-forwarding of any SVHMC provided email to an outside account.
 - i. Use of peer-to-peer ("P2P") software (examples include, but are not limited to BitTorrent, Gnutella, and eMule).
 - j. Use of personal messaging or voice over internet protocol (VOIP) clients (examples include, but are not limited to WhatsApp, Google Chat, Skype and Slack).
 - k. Receipt of, possession of, transmitting and/or downloading, installing, publishing, distributing or copying any copyrighted or trademarked materials, such as software, music or movies on SVHMC equipment without the written consent of the copyright owner.
 - l. Listening to an audio/video device during work hours except as specified above.
 - m. Taking a picture with a personal device at any time while at the hospital without prior authorization.
 - n. Playing games on a personal electronic device while on duty.
 - o. Recording any part of a conversation on SVHMC premises without prior

authorization.

F. Social Media

1. You are prohibited from posting any content that is personal health information including patient images on any Social Media sites (e.g., YouTube, Snapchat, Instagram, Facebook, LinkedIn, etc.) Employees who violate the guidelines relating to revealing patient information or making inappropriate comments will be subject to disciplinary action, up to and including discharge under the [DISCIPLINARY Policy](#).
 - a. There can be no institutional sites or pages on You Tube, Facebook, Twitter, etc., that are presented as official pages of SVHMC, including use of name and logo, unless these are developed and/or approved by the Marketing and/or Public Relations departments.

G. Social Media Guidelines for Salinas Valley Health Employees

1. Online social media enable SVHMC employees to engage in professional and personal conversations. These guidelines apply to employees who identify themselves with SVHMC in social media venues such as professional society blogs, LinkedIn, Facebook, Snapchat, Instagram etc. Activities which do not identify employees with SVHMC, do not discuss SVHMC and are purely about personal matters would normally fall outside these guidelines.
 - a. Employees must follow the same Standards of Professional Behavior, Conflict of Interest Policy, HIPAA and general civil behavior guidelines cited previously in these policies.
 - b. SVHMC employees may list SVHMC as their place of work on personal profiles such as those on LinkedIn. However, no employee should assert claims of speaking on behalf of SVHMC.

H. Confidential Information

1. Employees are expected to use electronic communications in a way that respects the confidential information of SVHMC its employees, and its patients. No ePHI (electronic protected health information) should be transmitted via public media such as the Internet unencrypted, it should be secured. Transmission must occur in a way that guarantees it will be seen only by a recipient who has a "need to know" the information. Please refer to the Breach of Confidentiality-Sanctions for Employees and Medical Staff Policy for additional information. [DATA CONFIDENTIALITY](#)
2. When faxing confidential information, employees should use caution. Employees should confirm the correct fax number is used and ensure that the receiving fax machine is in a secure location and/or the intended receiver is available to receive the fax. If patient privacy was or is suspected of being compromised, please contact our HIPAA Privacy Officer, extension 1751 or (831) 755-0751.
3. If an employee is an unintended recipient of an e-mail or fax containing confidential information, the employee should contact the originator of the message immediately.

I. Telephone Usage

- 1. Unauthorized use of hospital telephones and inappropriate or excessive usage of personal mobile devices and social media during work hours may result in disciplinary action.
- 2. Employees may be required to reimburse the cost of unauthorized telephone calls.

VI. EDUCATION/TRAINING

A. Education and/or training will be provided as needed.

VII. REFERENCES

A. N/A

Approval Signatures

Step Description	Approver	Date
Board Approval	Rebecca Alaga: Regulatory/ Accreditation Coordinator	Pending
LWG	Rebecca Alaga: Regulatory/ Accreditation Coordinator	8/31/2026
Policy Committee	Rebecca Alaga: Regulatory/ Accreditation Coordinator	8/28/2026
Policy Owner	Michelle Barnhart Childs: Chief Human Resources Officer	7/28/2026

Standards

No standards are associated with this document



Origination 8/6/2021
Approved N/A
Expires 3 years after approval

Owner Daniela Jago: Clinical Manager
Area Women's and Children's Services

Fetal Demise/Stillborn/Neonatal Death

I. POLICY STATEMENT

A. N/A

II. PURPOSE

A. To guide the nursing staff in the appropriate care for the patient/family who has experienced a perinatal loss.

III. DEFINITIONS

- A. **Fetal Death:** Fetal death before the complete expulsion or extraction from the mother, irrespective of the duration of pregnancy. For statistical purposes, fetal deaths may be further subdivided as early fetal death (20-27 weeks of gestation) or late fetal death (28 weeks of gestation or more).
- B. **Stillbirth:** infant born at 20 weeks gestational age or greater, or greater than 400 grams if gestational age is unknown, with no signs of life.
- C. **Miscarriage (spontaneous abortion):** Fetus that dies in utero prior to 20 weeks of gestation.
- D. **Neonatal Death:** infant born at any gestational age or weight with signs of life such as the beating of the heart, pulsation of the umbilical cord, or definite movement of voluntary muscles, whether or not the umbilical cord has been cut or the placenta is attached, and expires after birth.
- E. **Live birth** – the complete expulsion or extraction from the mother of a product of human conception, irrespective of the duration of pregnancy, which, after such expulsion or extraction, breathes or shows any other evidence of life, such as beating of the heart, pulsation of the umbilical cord, or definite movement of voluntary muscles, whether or not the umbilical cord

has been cut or the placenta is attached. Heartbeats are to be distinguished from transient cardiac contractions; respirations are to be distinguished from fleeting respiratory efforts or gasps. This applies to any gestational age.

- F. **Indeterminate length of gestation** – when the gestational age is indeterminate, the following criteria can be used to determine the proximity to the 20th week:
1. Weight of 400 grams (14.1 ounces) or more and
 2. Crown-heel length of 28 centimeters (11 inches) or more.
 3. If attending physician is unable to determine gestational age using above criteria, or if less than 20 weeks, the fetus may be sent to the pathologist for age determination.
 4. When the period of gestation is questionable, the final authority will rest with the attending physician as to how the fetus will be classified. The pathologist will make the final determination only upon request from the attending physician.

IV. GENERAL INFORMATION

- A. Care will be provided in accordance with [LABOR AND DELIVERY OBSTETRICAL STANDARDS: ASSESSMENT AND DOCUMENTATION](#)
- B. Patient's room will be identified with "Perinatal loss door card" (butterfly).
- C. All patients who experience a loss will be offered the:
1. Memory box – if patient or family declines the memory box at this time, the contents will be kept on file for one year in the identified secured cabinet located on the second floor.
 2. Written instructions [INTERPRETER/TRANSLATOR COMMUNICATION POLICY](#)
 3. Support services
- D. Do not resuscitate order [WITHDRAWING LIFE-SUSTAINING TREATMENT AND WITHHOLDING CARDIOPULMONARY RESUSCITATION](#)

V. PROCEDURE

- A. Obtain infant morgue pack from Supply Chain - Department PAR Supply room or enter requisition in Workday.
- B. Identification
1. Live births at any gestational age will have a complete admission through patient registration with appropriate identification bands placed on patient
 2. For **non-live** births, **no admission or patient registration is completed**. Mother's hospital number is used for identification purposes.
 3. Mother's identification is to be placed directly on remains of fetal demise/neonatal death – preferably ankle.
- C. Obtain and record weight and length of infant.
- D. The following should be notified in the event of a fetal loss:

1. Patient's preferred spiritual support
 2. Administrative supervisor
 3. Social services
- E. Hospital forms:
1. Bereavement packet
 2. Release of remains
 3. Salinas Valley Health Medical Center (SVHMC) authorization for autopsy (if requested by Physician or mother/father)
 - If parents requesting autopsy, there may be an associated fee.
- F. Notify Administrative supervisor of all fetal demises, stillbirths and neonatal deaths.
- G. The administrative supervisor will report all neonatal deaths of 20 weeks gestation and more to the California Transplant Donor Network (CTDN).
1. The administrative supervisor will report all neonatal deaths of 20 weeks gestation and more to the Monterey County Coroner's office in the following circumstances:
 - Suspicious circumstances
 - Suspected trauma related to death
- H. *Fetal death 20 weeks and over (stillbirth)*
1. A certificate of fetal death is prepared in two copies.
 2. For information regarding disposition and/or if the parents desire an autopsy, the administrative supervisor must be notified and will deliver the authorization for autopsy to the laboratory per POST MORTEM-NOTIFICATION (CORONER, DONOR NETWORK), AUTOPSY AND RELEASE OF REMAINS If an authorization for autopsy is signed, it should indicate on the form if there will be a burial.
 3. If the death is to be reported to the coroner's office, the physician in attendance does not solicit an authorization for autopsy or order an autopsy without permission of the coroner.
 4. If the family desires burial, nursing staff will obtain the signature on Morgue Release form. The Administrative Supervisor will obtain the signed Morgue Release and will contact the appropriate mortuary to remove the body.
- I. One copy of the Certificate of fetal death is given to the funeral director and the second copy will be part of the permanent medical record of the mother.
- J. ***Miscarriage (spontaneous abortion) under 20 weeks gestation***
1. Non-viable fetal demise is handled as a specimen.
 2. No certificate of death is required for a fetal demise less than 20 weeks gestation
- K. ***Live birth with infant dying soon after birth (neonatal death)***
1. This applies to a live birth at any gestational age.
 2. A certificate of live birth and certificate of death are prepared by the HIM department in two copies each. The original is sent to the Health Department by medical records

and a copy is filed in the baby's chart.

3. If parents desire an autopsy, nursing staff will obtain the signature for Authorization for Autopsy. The Administrative Supervisor will be notified and will deliver the original, signed authorization for Autopsy to the laboratory. If an authorization for autopsy is signed, it should indicate on the form if there will be a burial.

L. Departmental responsibilities:

Nursing:

1. Responsible for determining the family's wishes in regards to burial. Provide list of local mortuaries.
2. Preparation of memory box and other remembrances.
3. Responsible for proper paperwork completion. Please make every effort to coordinate with other departments to present all paperwork at one time to minimize emotional trauma to the family.
4. Evaluate for appropriateness of cooling cot use. See Attachment A
5. After the family has adequate time to spend with the body, nursing is responsible for placing appropriate identification on the body or specimen and transport to Pathology or the Morgue.
 - a. For all deliveries (whether live birth or not) and all gestational ages an identification band is to be placed on the body/specimen. The band is to be directly on body/specimen in a manner where it is most likely to remain in place.
 - i. Non-live births – Mother's identification information
 - ii. Live births – Infant's identification information
6. Refer to policy [POST MORTEM-NOTIFICATION \(CORONER, DONOR NETWORK\), AUTOPSY AND RELEASE OF REMAINS](#)

M. Documentation:

1. Live birth information in neonate's electronic health record
2. Non-live birth information in mother's electronic health record
3. Perinatal Loss Checklist in the mother's electronic health record
4. Release of remains
5. Authorization for autopsy as indicated (see attachment B)

VI. EDUCATION/TRAINING

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

VII. REFERENCES

- A. AAP & ACOG. (2017). *Perinatal Guidelines*. (8th ed). Author.

Attachments

- [A: Cooling Cot "Cuddle Cot" Instructions for Use](#)
- [B: Autopsy Process in the Case of IUFD](#)

Approval Signatures

Step Description	Approver	Date
Board Approval	Rebecca Alaga: Regulatory/ Accreditation Coordinator	Pending
CNO	Carla Spencer: Chief Nursing Officer	9/9/2026
Director Women's & Children's Services	Julie Vasher: Director Women's & Children's Services	8/10/2026
Policy Committee	Rebecca Alaga: Regulatory/ Accreditation Coordinator	7/14/2026
Policy Owner	Daniela Jago: Clinical Manager	6/4/2026

Standards

No standards are associated with this document



Origination 3/30/2020
Approved N/A
Expires 3 years after approval

Owner Daniela Jago: Clinical Manager
Area Women's and Children's Services

Fetal Fibronectin Vaginal Specimen

I. POLICY STATEMENT

- A. All patients between 24-34 weeks gestation presenting with signs and symptoms of preterm labor should have a fetal fibronectin vaginal specimen collected prior to vaginal examination.

II. PURPOSE

- A. To guide the staff in obtaining a vaginal specimen for fetal fibronectin in the case of suspected preterm labor.

III. DEFINITIONS

- A. N/A

IV. GENERAL INFORMATION

- A. N/A

V. PROCEDURE

- A. Explain purpose and procedure to patient for both speculum and blind method of testing.
- B. Speculum examination by physician only at this time.
 - 1. Assist patient into position for speculum examination.
 - 2. During sterile speculum examination, lightly rotate the swab across the posterior fornix of the vagina for approximately 10 seconds to absorb cervicovaginal secretions. The specimen must be obtained PRIOR TO PERFORMING A VAGINAL

EXAMINATION.

C. Blind Method:

1. The specimen may also be collected in the "Blind" method where the Swab is inserted without the use of a speculum. It is inserted into the vagina to the posterior fornix and held there for 30 seconds before being placed in the buffer media. This specimen must also be obtained PRIOR TO PERFORMING A VAGINAL EXAMINATION.

D. Remove the swab and immerse Dacron tip in buffer. Break the shaft at the score even with the top of the tube.

E. Align the shaft with the hole in the tube cap and push down tightly over the shaft, sealing the tube. The shaft must be aligned to avoid leakage.

F. Send specimen to the lab per physician order.

G. Considerations

1. The specimen should be collected prior to a digital cervical exam, collection of culture specimens or vaginal probe ultrasound exams.
2. Do not contaminate the swab or specimen with lubricant, soaps, disinfectants or creams
3. Do not test if patient has moderate or gross vaginal bleeding, advanced cervical dilation (3 cm or greater), rupture of membranes or suspected or known placental abruption or placenta previa.
4. Considerations for not performing Fetal Fibronectin Test (FFN): vaginal bleeding, intercourse within 24 hours:
 - a. A negative test is still valid
 - b. A positive result may not be valid and should be confirmed in 24 hours.
5. Use only the swab that comes in the Hologic Fetal Fibronectin kit.

H. Documentation

1. Document specimen collection in the electronic health record along with patient response, and plan of care.

VI. EDUCATION/TRAINING

A. Education and/or training is provided as needed

VII. REFERENCES

- A. American College of Obstetrics and Gynecology. (2021, reaffirmed 2025). *Prediction and prevention of spontaneous preterm birth: ACOG practice bulletin #234*.
- B. Hologic, Inc. (2026). RapidfFN: Sample collection and interpreting results. Retrieved June 4, 2026 from <https://ffntest.com/instructions-and-results/>
- C. Simpson, K., Creehan, P., O'brien-Abel, N., Roth, C., & Rohan, A. (2021). *Perinatal nursing* (5th ed.). Wolters Kluwer.

Approval Signatures

Step Description	Approver	Date
Board Approval	Rebecca Alaga: Regulatory/ Accreditation Coordinator	Pending
Women & Children's Service	Katherine DeSalvo: Director Medical Staff Services	9/11/2026
CNO	Carla Spencer: Chief Nursing Officer	9/9/2026
Director of WCS	Julie Vasher: Director Women's & Children's Services	9/9/2026
Policy Committee	Rebecca Alaga: Regulatory/ Accreditation Coordinator	8/31/2026
Policy Owner	Daniela Jago: Clinical Manager	8/31/2026

Standards

No standards are associated with this document



Origination 5/25/2021
Approved N/A
Expires 3 years after approval

Owner **Stephanie Frizzell:**
Director
Education
Area Patient Care

IV Therapy: Peripheral

I. POLICY STATEMENT

A. N/A

II. PURPOSE

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

III. DEFINITIONS

A. N/A

IV. GENERAL INFORMATION

A. N/A

V. PROCEDURE

A. INSERTION

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

- d. Extension tubing set (single or bifurcated) should be used on all peripheral IV's.
2. Site Selection
- a. Select site for insertion beginning distally and moving proximally.
 - b. Use patient's non-dominant side if possible.
 - c. When selecting site and catheter size consider:
 - i. Vein Assessment
 - ii. Patient History including history affecting site choice such as arteriovenous fistula, mastectomy, lymph node dissection, etc...
 - iii. Drug Assessment
 - iv. Right Line decision
 - d. If the vein is not visible, consider using a vein visualization device.
 - e. If the assessment warrants a skilled nurse to place the peripheral intravenous catheter place a referral through the EMR system.
3. Provide local anesthesia as indicated.
- a. A physician's order is required for:
 - i. Subcutaneous injection of lidocaine for PICC insertion
 - ii. Intradermal injection of lidocaine on pediatric patients
 - b. A physician's order is NOT required for the following and may be ordered by the nurse "per policy:"
 - i. Topical anesthetic cream or intradermal injection of lidocaine on adults
 - ii. Topical anesthetic cream application on a pediatric patient
 - c. The nurse will assess for any allergies prior to lidocaine use.
4. Sodium chloride 0.9% 10ml flush for maintenance of peripheral IV catheter.
- a. A nurse can discontinue TKO orders per policy and follow standard flushing protocols.
5. Topical Anesthetic Cream: To apply the topical local anesthetic, squeeze cream directly onto the skin forming a thick layer at the site of the intended venipuncture. ****DO NOT RUB THE CREAM INTO THE SKIN****. Cover the creamed area with a transparent semipermeable membrane, smooth down the transparent dressing edges carefully. Ensure edges are secured to avoid leakage and record the time the cream was applied. The cream should remain undisturbed for at least sixty (60) minutes prior to venipuncture or per manufacturer's recommendation. Immediately before the venipuncture, remove the dressing and cream and cleanse the entire area.
6. Cream may be left in place for up to four (4) hours without diminishing its effectiveness if IV procedure is not immediate. Intradermal Lidocaine: Assess the patient for allergy to Lidocaine. Draw up 0.2 ml of Lidocaine Hydrochloride 1% in a

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

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

B. SITE CHECKS

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

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

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

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

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

E. DISCONTINUE

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

F. DOCUMENTATION:

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

VI. EDUCATION/TRAINING

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

VII. REFERENCES

- A. CDC (2017). HICPAC Guidelines for the Prevention of Intravascular Catheter-Related Infections, 2011. Retrieved from <https://www.cdc.gov/infectioncontrol/pdf/guidelines/bsi-guidelines-H.pdf>
- B. Dunn,H.,& Weston, V. (2016). A framework for selection of vascular access devices. *Nursing times*, 112 (35)16-19.
- C. Frank, Robert. (2021.) Peripheral Venous Access in Adults. *UpToDate*. Retrieved from [UpToDate/contents/peripheral-venous-access-in-adults](https://www.uptodate.com/contents/peripheral-venous-access-in-adults)
- D. Infusion Nurse Society (INS). (2024). Infusion Therapy Standards of Practice. 9th edition. *Journal of Infusion Nursing*. 47 (1S)

Attachments

 [A_ IV Tubing and Solution Change Schedule.pdf](#)

Approval Signatures

Step Description	Approver	Date
Policy Owner	Stephanie Frizzell: Director Education	Pending

Standards

No standards are associated with this document

COPY



Origination 1/27/2020
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Expires 3 years after approval

Owner Daniela Jago: Clinical Manager
Area Women's and Children's Services

Nitrous Oxide Analgesia for Use in Obstetrics

I. POLICY STATEMENT

- A. Nitrous oxide can only be self-administered by the patient. Any misuse of nitrous oxide will result in removal of device from patient use.

II. PURPOSE

- A. To guide staff in the care of the patient who receives Nitrous Oxide for analgesia while in the obstetric unit.

III. DEFINITIONS

- A. Nitrous Oxide (N₂O) is an odorless, tasteless gas when inhaled in a 50/50 mixture of nitrous and oxygen produces mild to moderate analgesia for pain relief as well as an anxiolytic to decrease anxiety.
- B. Nitrous oxide system: The nitrous oxide delivery system includes a disposable face mask and breathing circuit. The system allows the consistent delivery of a 50/50 mixture of nitrous and oxygen and is equipped with a scavenging system attached to wall suction at the bedside which serves to eliminate exhaled nitrous and prevents secondary gas exposure.

IV. GENERAL INFORMATION

- A. Nitrous oxide may be used as an adjunct to pain management for the woman in the intrapartum and/or, postpartum setting, and will be ordered by the obstetric provider.
- B. Nitrous oxide may be used for intrapartum analgesia, and other peripartum procedures such as manual removal of the placenta, extensive repair or as requested by provider.

C. The nitrous oxide can be managed by a RN who has received education and hands on training.

D. Indications

1. Patient in labor who requests the use of nitrous oxide as a method of coping with labor discomfort.
2. Patient undergoing perinatal repair where local anesthesia may not meet the patient's analgesic needs.
3. Patient requiring postpartum procedures at the bedside who would benefit from rapid analgesia such as: manual removal of placenta, uterine exploration, dilation and curettage of the uterine cavity, extensive perineal repair.

E. Contraindications

1. Patients who cannot hold their own mask.
2. Patients who have impairment of consciousness or who are intoxicated with either drugs or alcohol.
3. Patients with known vitamin B12 deficiency. Risk factors for B12 deficiency include but are not limited to: pernicious anemia, atrophic gastritis, history of gastric bypass or similar surgery, Crohn's disease, celiac disease, Grave's disease, lupus erythematosus, or history of alcohol abuse.
 - a. Patients taking B12 as a nutritional supplement without a deficiency are not contraindicated from this therapy.
4. Patients with impaired oxygenation saturation, defined as less than 95% on room air.
5. Patients who are hemodynamically unstable.
6. Nitrous oxide should not be used in patients with diagnosis of abnormal air-containing cavities (e.g. pneumothorax, air embolism, bowel obstruction, increased intracranial pressure or intra-ocular surgery).
7. Patients who have received Fentanyl in the prior 60 minutes.
8. Patients receiving epidural anesthesia.
 - a. Exception: Can be used during insertion of epidural with anesthesiologist agreement.
9. Patients with Category III tracing.

F. Equipment

1. The nitrous oxide equipment will be stored in the medication room.
2. The nitrous oxide regulator will be stored in the Omnicell and retrieved under patient name.
3. Nitrous oxide system care which includes disposable face mask and breathing circuit (single patient use only).
4. Nitrous oxide regulator (available in Omnicell).
5. Nitrous cylinder.
6. Wall suction connection (scavenging system).

V. PROCEDURE

- A. Review orders for physician order for nitrous oxide administration.
- B. RN will obtain baseline vital signs. O2 saturation must be above 94% on room air.
- C. Obtain baseline fetal heart rate/ contraction assessment for at least 10 minutes. Category 1, or Category 2 tracing with moderate variability.
- D. Patient should be on clear liquid diet during nitrous oxide administration.
- E. RN will obtain and set up nitrous oxide equipment, ensuring proper connections and operation.
- F. RN will provide patient education to include the following:
 - 1. Possible side effects i.e. nausea, vomiting, dizziness and fatigue.
 - 2. Correct placement of mask to create seal and how to hold mask.
 - 3. Timing of inhalation to achieve maximum analgesic effect.
 - 4. Importance of exhaling into the mask to promote scavenging of all exhaled gas to facilitate removal from the environment.
 - 5. Patient to notify RN prior to ambulating in the room.
 - 6. Review safety features regarding self-administration only and misuse by others. Unauthorized use of nitrous oxide will result in immediate removal of the equipment from the room.
 - 7. Potential side effects include:
 - a. Dry mouth/altered sense of taste or smell.
 - b. Drowsiness, dizziness.
 - c. Disorientation.
 - d. Nausea/vomiting.
- G. Administration
 - 1. Staff will educate patient on appropriate administration.
 - a. Patient holds mask over nose and mouth, creating a sufficient seal to activate a second-stage regulator to open flow of nitrous oxide.
 - b. Patient inhales nitrous oxide as soon as impending contraction is felt in order to optimize affect.
 - c. Patient exhales into the mask. Exhaled gas enters the scavenging device which is attached through the nitrous oxide system to wall suction.
 - 2. The RN should remain with the patient for the first 15 minutes of nitrous oxide use to assess and document patient response and proper use of equipment.
 - 3. If patient desires to ambulate within room, RN must accompany. Pt may sit in stationery chair during administration.
 - 4. Patient may change positions, stand, kneel, use the peanut ball or sit on the birth ball with the assistance of RN.

- Discontinue use if Category III FHR tracing, or Category II FHR tracing that requires intrauterine resuscitation in the prior 30 minutes. If tracing improves to category II that does not require intervention or category I, nitrous oxide can be resumed.
- Other modes of pain relief can be initiated 15 minutes after discontinuation of nitrous oxide i.e. epidural or IV analgesia.

H. Ongoing Assessment

- Vital signs and response to nitrous oxide administration should be checked at the same intervals as IV analgesia per unit standard.
- Document patient response by using the Labor Coping Algorithm.

VI. EDUCATION/TRAINING

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

VII. REFERENCES

- A. American College of Obstetricians and Gynecologists. (2019, reaffirmed 2024). *Obstetric analgesia and anesthesia*. Author. Practice bulletin #209.
- B. Simpson, K., Creehan, P., O'Brien-Abel, N., Roth, C., & Rohan, A. (2021). *Perinatal nursing* (5th ed.). Wolters Kluwer.

Approval Signatures

Step Description	Approver	Date
Board Approval	Rebecca Alaga: Regulatory/ Accreditation Coordinator	Pending
Women & Children's Service	Katherine DeSalvo: Director Medical Staff Services	9/11/2026
CNO	Carla Spencer: Chief Nursing Officer	9/9/2026
Director of WCS	Julie Vasher: Director Women's & Children's Services	9/9/2026
Policy Committee	Rebecca Alaga: Regulatory/ Accreditation Coordinator	8/31/2026
Policy Owner	Daniela Jago: Clinical Manager	8/31/2026

Standards

No standards are associated with this document

COPY



Origination 5/24/2019
Approved N/A
Expires 3 years after approval

Owner Michelle Barnhart
Childs: Chief Human Resources Officer
Area Administration

Time, Attendance and Badging

I. POLICY STATEMENT

- A. It is the policy of Salinas Valley Health that all employees must accurately record their time using the designated Time and Attendance System.

II. PURPOSE

- A. It is the goal of this policy to educate employees on the Time and Attendance System and set the standard for accurate clocking for both productive and nonproductive time to ensure employees are paid correctly each pay period.
- B. This policy addresses the process an employee uses to access the Time and Attendance System.
- C. This policy instructs the employee and time card designee on the Time and Attendance System, how to enter productive and non-productive time, and how to manage, report and correct discrepancies and/or errors.
- D. This policy provides guidelines for when employees fall outside the acceptable standards. The Hospital standard is no more than six (6) clocking errors in a twelve (12) month period.

III. DEFINITIONS

- A. **Clock:** To enter arrival and departure times into the Time and Attendance System.
- B. **Non-productive time:** Hours paid, but not actually worked. Some examples of non-productive time are Sick, Paid Time Off (PTO), On-call, Bereavement Leave, Jury Duty, Family Sick, and Unscheduled PTO.

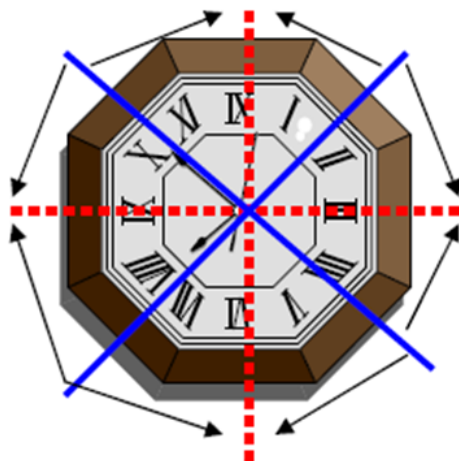
IV. GENERAL INFORMATION

- A. It is the responsibility of a non-exempt employee to clock when he/she is scheduled to work, when he/she leaves work, attends meetings, orientation, education/training, and, if required, when he/she leaves and returns for lunch periods. Non-exempt employees are required to clock using one of two methods as directed by the Director of his/her department and at the nearest Time and Attendance System assigned to their department.
1. **Quick Badge:** a feature within the system, which is the primary and most reliable method for clocking in and out, with the greatest employee access to view their individual time record. Allows employee to enter non-productive time, view, print and report discrepancies and/or errors.
 2. **Badge Reader:** a system which allows the employee to "swipe" in and out as well as entering non-productive time, using their Access/Photo Identification badge. However, this method does not allow the employee to view and/or print his/her time card reports.

V. PROCEDURE

- A. **Clocking:** As directed by the employee's department Director, it is the employee's responsibility to clock in and be at his/her work station ready to work before the start of his/her scheduled shift. It is also the employee's responsibility to clock out from his/her shift as scheduled or as directed by management (i.e. after approved overtime or after volunteering off during low census).
1. For those departments that require staff to clock for lunch periods, it is the employee's responsibility to clock in and out for the correct time period.
 2. Non-exempt employees who leave the Hospital premises during scheduled working hours must clock in/out and use the "no lunch" special code 5 (deletes automatic ½ hour lunch deduction).
 3. If an employee misses his/her meal period, he/she must inform the supervisor and he/she will provide direction as to how to override the automatic meal period deduction, so that if overtime is due based on business necessity, the employee will be paid.
 4. Employees must be aware of the Rounding Table in the Time and Attendance system utilized to calculate hours of work (see table below). Badging in and out on time will alleviate any unauthorized overtime. Overtime must be approved prior to being worked. The Rounding Table does not apply to tardiness (Refer to APM-Human Resources/[ATTENDANCE GUIDELINES](#) for an explanation of tardiness).

Actual Minutes	Rounded Minutes	Rounded Hundredths
:00 to :07	:00	.00
:08 to :22	:15	.25
:23 to :37	:30	.50
:38 to :52	:45	.75
:53 to :59	:60	1.00



Hours are paid in the quarter hour increments, as shown by the dotted lines.

Rounding occurs between 7 minutes before and 7 minutes after the quarter.

1. To register a badge, the badge must be held in front of the device up to two inches away and passed over the portion of the device where the hand symbol is located.
2. Successful registration is noted by the following:
 - a. An audible beep is sounded (when enabled at the reader).
 - b. The voice prompt (when enabled at the reader) indicates it is a valid read.
3. There are three reasons when an employee may need to enter additional data at the Badge Reader:
 - a. If an employee needs to enter a Special Code. (See help menu in computer).
 - b. If an employee works in a different department during a shift, he/she must badge in and enter the new department number. (See card attached to Badge Reader for list of department numbers.)
 - c. If an employee works in a different job classification, the Department Director/Designee will notify employees if there are any secondary job classes.
4. An unsuccessful entry is indicated by any of the following:
 - a. Within the Display Panel the Invalid light displays red
 - b. Multiple audible beeps are sounded (when enabled at the reader)
 - c. The voice prompt (when enabled at the reader) indicates it is an invalid read
 - d. No response from the reader
5. If an error is made when entering a code at the reader and the entry is still visible, the **CLEAR FORM** key may be pressed once to erase the incorrect entry, or press the **CLEAR** key to avoid all entries and start over at Step 1.

6. If an employee is uncertain of what has been recorded **AFTER THE ACCESS BADGE IS REMOVED**, the employee has **ONE MINUTE** to re-swipe the badge and enter the correct information.
 7. If more than one minute has elapsed, a correction will need to be completed and submitted to the employee's Department Director/Designee for the day's badging.
 8. If an employee fails to badge at the beginning or end of a shift or meal period, he or she must submit a clocking request with corresponding request reason.
- B. **Time and Attendance Training:** It is the Department director/Designee's responsibility to provide initial orientation and training to all employees assigned to their department for the type of Time and Attendance System access nearest their department.
- C. **Access Badge/Photo Identification:** All employees will receive a badge, which will be encoded with the employee's identification at the time of in-processing or in the event of a damaged or lost badge once an **Employee Facility Access Badge** form is completed.
1. Water, scratching, or exposure to prolonged sunlight, among other things, may damage badges.
 2. If a badge is lost or stolen, the employee must immediately contact the Security Department or the Nursing Supervisor if during off hours so the badge can be deactivated. The employee must contact the Human Resources Department for a replacement as soon as possible.
 3. The access badge will require the following standard language: First name and nickname, license required for job, job classification and department. Last name and certifications may be printed at employee's request.
 4. Use of an employee's individual badge by any other person shall constitute grounds for disciplinary action up to and including termination of parties involved.
 5. In the event a badge is lost or damaged, there is a replacement cost to the employee of \$40.00 payable through payroll deduction. This deduction will be taken in the subsequent pay period.
 - a. Altering or defacing the badge may result in a cost of a minimum of \$40 to the employee. Examples of alterations, include but are not limited to, the following:
 - i. Applying stickers or tape to the badge;
 - ii. Inserting pins of any kind or puncturing the badge for any other purpose.
 6. If a lost badge is found it should be turned in to the Security Department. Do not attempt to use a badge that has been reported lost as it is no longer valid.
 7. If there are any problems accessing any of the Security Systems (i.e., Hospital, Downing Resource Center, or parking facilities), contact the Security Department during the hours of 8:00 a.m. to 4:30 p.m. or the Nursing Supervisor during off hours. If there are problems accessing API, please contact the Department Director/Designee who will contact the Accounting department, if necessary.
- D. **Time and Attendance Access:** The method (see section II.A above) the employee should

utilize to access the Time and Attendance System will be given by the Department Director/ Designee.

1. The employee must be the only one to use his or her password, employee number, identification number or badge to access the system.
 2. Using another employee's access information will be considered fraud and may result in disciplinary action up to and including termination.
- E. **Entry of Non-Productive Time:** Non-productive time is entered through Quick badge or at the Badge Reader. Cut off time for entering non-productive time is 7:00 a.m. on the Monday prior to payday.
- F. **Timecard Report/Corrections:** A timecard report, which reflects the employee's current Time and Attendance information, is available through the Time and Attendance system.
1. It is the employee's responsibility to review his/her Time and Attendance report daily. He/she should submit a clocking/calendar request to correct any discrepancies prior to 10:00 a.m. on a daily basis. Each request is to have a corresponding request reason with the appropriate date and time. The pay period ends Sunday at midnight; no requests will be accepted after 7:00 a.m. on the Monday prior to payday.
 2. Prior to end of the pay period and after all submitted requests have been approved, the employee is responsible to review his/her time card for accuracy and complete the Employee Sign Off procedure (instructions for Employee Sign-Off are located on the hospital's intranet). It is the employee's responsibility to sign off on his/her timecard prior to the end of the pay period. If for any reason this is inaccessible, employees should speak with their Department Director.
 3. Department Director/Designee Time card designees should approve these corrections prior to 10:00 a.m. daily. If an error exists on an employee's clockings and nothing has been submitted by the employee, it is the designee's responsibility to enter the missing information based on the employee's schedule. The employee must be contacted to verify the correct information as soon as possible.
 4. The Time Card Designee is responsible for completing the Editor Sign-Off process (instructions are located on the hospital's intranet).
 5. Employees who fail to submit corrections in a timely manner must complete a **Payroll Adjustment Form**. They will be required to complete and submit the correction which will be forwarded to the Accounting department and processed in a subsequent pay period.
 - a. The **Payroll Adjustment Form** should be submitted to the Department Director/Designee and then to the Accounting department as soon as possible.
- G. Examples of failure to clock accurately include, but are not limited to: failure to bring badge; missed or double clocking; short, long or missed lunch period; early clock-in for shift; failure to enter non-productive hours; wrong code entered; and/or incorrect amount of drop time. The Department Director/Designee will track these errors each pay period.
1. Unacceptable clocking patterns, (e.g. an employee with attendance concerns, such as tardiness, who fails to clock or forgets his/her badge), will be monitored and tracked by the Department Director/Designee.

H. Disciplinary Actions

1. Time and Attendance incidents will be monitored and addressed as soon as possible after an infraction is recognized.
2. The disciplinary tracking period will be on a 12-month rolling period and incidents will drop after 12 months.
3. The Hospital standard is no more than six (6) clocking errors in a twelve (12) month period. **Greater than 6 errors in a twelve month period will result in documentation of verbal counseling.** Clocking errors are defined in section IV.G.
4. Once in discipline for clocking errors, more than one clocking error in the subsequent two months, more than two clocking errors in the subsequent four months, more than three clocking errors in the subsequent six months, more than four clocking errors in the subsequent eight months, more than five clocking errors in the subsequent ten months, or more than six clocking errors in the subsequent twelve months may lead to further disciplinary action.

I. Documentation:

1. Time and Attendance Training Package
2. **Payroll Adjustment Form** – see page 8

VI. EDUCATION/TRAINING

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

VII. REFERENCES

- A. General Orientation educational record
- B. Departmental Review documentation
- C. Policy: Human Resources/[ATTENDANCE GUIDELINES](#)

Attachments

 [Payroll Adjustment Form.pdf](#)

Approval Signatures

Step Description	Approver	Date
Board Approval	Rebecca Alaga: Regulatory/ Accreditation Coordinator	Pending
LWG	Rebecca Alaga: Regulatory/	8/31/2026

	Accreditation Coordinator	
Policy Committee	Rebecca Alaga: Regulatory/ Accreditation Coordinator	8/28/2026
Policy Owner	Michelle Barnhart Childs: Chief Human Resources Officer	8/6/2026

Standards

No standards are associated with this document

COPY



Origination1/1/2022

ApprovedN/A

Expires1 year after approval

OwnerTroy Scott:
Director
Case
Management

AreaPlans and
Program

Utilization Management Plan

I. SCOPE

- A. Utilization Management Committee Authority
1. By approval, the governing body authorizes and establishes a Utilization Management Committee (UMC). The governing body delegates to the UMC the authority and responsibility to carry out the Utilization Management Plan (UMP). The UMC (or "UM Committee") is established as a standing committee of Salinas Valley Health Medical Center (SVHMC). The UMC is ultimately responsible to implement policies and procedures to help meet responsibility to provide quality, efficient, and effective medical care.

2. The UMP is developed by the Committee and reviewed and agreed upon through Quality and Safety Committee, and approved Board of Directors. The responsibility for the implementation of the UMP is assumed by the UM Committee. The organization's UMP will be reviewed and evaluated annually. Revisions to the UMP will be made as appropriate to reflect the findings of the Utilization Management activities. This is an organization-wide plan. It applies to all departments, care, treatment, and service settings under the SVHMC license.

3. In fulfilling the responsibility of implementing the UMP, the UM Committee members are granted the authority to review the medical records of patients admitted to this organization and the right to discuss cases or trends in utilization with the physicians or other health care providers. Actions to be taken will be the responsibility of the Medial Staff leadership or the Service Line leadership. Any recommendations by the Committee will be kept strictly confidential and does not constitute criticism or a duty to amend practice by any department.

4. The Committee has the authority to give a Notice of Non-Coverage to patients in accordance with federal and state law and other third party payer requirements. The process and policy to provide a Notice of Non-Coverage is delegated to Patient Financial Services and supported by Case Management and hospital administration

processes. PFS may work with the patient and family per usual roles to provide alternative financial methods for payment as appropriate to the patient and the payor contract.

B. UM Committee Membership

1. The UMC is a standing hospital administrative committee of SVHMC and provides reports to the Clinical Interdisciplinary Advisory Committee and Quality and Safety Committee. A SVHMC credentialed physician and the Director of Case Management (CM Director) will serve as Co-Chairs of the committee. Voting Members of the UMC are invited by one Co-Chair and approved by the UMC members by majority vote. Members serve on an on-going basis and will be replaced requesting leave from the UMC. Voting members must attend at least 50% of UMC meetings per year. Voting can also be accomplished via written consensus after material has been presented to entire UMC for review.
2. UMC standing members shall include:
 - a. two (2) Co-Chairs
 - b. the Physician Advisor(s) who maintain hospital credentials
 - c. at least one (1) other credentialed SVHMC physician
 - d. Chief Clinical Officer (or delegated substitute as accepted by the UMC)
 - e. Chief Nursing Officer (or delegated substitute as accepted by the UMC)
 - f. Chief Financial Officer (or delegated substitute as accepted by the UMC), and
 - g. Service Line leadership as agreed upon by the UMC (e.g. Rehabilitation Services).
3. A quorum for the UMC will be a simple majority of the standing members. Other members may include leadership representatives from the Emergency Department, Patient Financial Services, Health Information Management, Quality Management Services, Nursing and Case Management. The Committee may include the representatives as ad hoc members at the discretion of the Chairs.

C. Meetings/Reports

1. The Committee shall meet as often as necessary, not less than quarterly.
2. The Committee shall maintain a record of its findings including meeting dates, members in attendance, proceedings, and actions and recommendations.
 - a. Minutes, findings and recommendations will be directed to the Quality and Safety Committee, or the Quality Interdisciplinary Committee as appropriate.

D. Committee Responsibilities

1. Establish and carry out a selected review of utilization patterns and actions in accordance with applicable state, federal and payor rules and requirements.
2. Implement annual or quarterly action plan to review overall and selected patterns of hospital care. Including, but not limited to; Inpatient / Observation / Outpatient status, medical necessity for admission, over- and under-utilization of ancillary

services, delays in services or discharge, quality of care indicators associated with utilization of SVHMC resources (as reported by Risk, Quality and Safety), adequacy of medical record documentation, duration of stay, professional services furnished including drugs and biological.

3. Approve standardized review criteria for use by CM, Physician Advisors and contracted professionals. Make ongoing modifications as appropriate, utilizing evidence based criteria and national / local standards of care.
4. Identify utilization opportunities and recommend appropriate changes in processes or practices which will result in more efficient utilization of services and resources.
5. UMC may designate Members, Physician Advisors and/or contracted professionals to review third party payor denial patterns for medical necessity, and make recommendations to appeal such decisions. Initiate and support the issuance of provider denial notices as indicated in the guidelines for Medicare, Medicaid, and, as appropriate, for third party payers. Denial patterns and remediation recommendations may be discussed at the UMC.
6. UMC may designate Members, Physician Advisors and/or contracted professionals may analyze issues, problems, or individual cases identified through utilization review activities, and make recommendations for resolution and/or refer to appropriate entities for resolution. Patterns and reports indicating the review of the issues or select cases may be discussed at the UMC.
7. Recommend and / or participate in educational initiatives for physicians and other caregivers to support efficient and effective utilization of services and resources.
8. Identify utilization performance metrics and patterns to report regularly (annually or quarterly) from various hospital wide, providers (or groups) and Service Line departments to evaluate the effectiveness of the UMC in achieving the responsibilities described in this plan.

E. Medical Director Responsibilities/ Physician Advisor

1. The Utilization Management Physician Advisor(s) is available to, and provides the Case Management staff and SVHMC attending physicians a real-time or retrospective opportunity to review case specific admissions, referrals, medical record review, and act in consultation on utilization issues.
2. He/she maintains current knowledge of third party payer requirements and is a member of the Committee.
3. Document findings, decisions, and recommendations as required by the Committee.

F. Case Management Department

1. The UM Committee maintains an advisory role over the CM Department process and policies. The CM Director, and via a direct reporting relationship to SVHMC hospital leadership, is responsible for Policies and Procedures, staffing of Nurses, Social Services and Clerical staff for acute care and specific care coordination programs. The CM Director will provide reports of services, staffing and patterns of medical necessity as requested by the UMC.

G. Confidentiality

1. The proceedings of the UM Committee or the CM department regarding non-medical record documents, overall utilization reports and minutes are confidential.
2. The UM Committee must abide by all applicable laws, regulations, and policies and procedures to maintain HIPAA requirements. The Committee activities, documents, and minutes are confidential Patient Safety Work-Product and protected from discovery under Section 1157 of the California Evidence Code.

H. Committee Non-disciplinary Role

1. The Committee has no authority or power to discipline or reprimand any staff member for any alleged violation of any type. The appropriate medical staff committee or SVHMC director / designee will be notified for any concerns the Committee is unable to resolve.

OBJECTIVES/GOALS

A. Objectives

1. The OBJECTIVE of the Utilization Management Program Plan (UMPP) is to help provide quality patient care in a cost efficient manner and to guide the organization in assuming appropriate allocation of its resources.

B. Goals

1. The goals for the Utilization Management Plan are developed from information gathered during routine and special risk assessment activities, annual evaluation of the previous year's program activities, performance monitoring and environmental tours. The goals for this Plan are:
 - a. To provide for review of services furnished by the organization and by members of the medical staff.
 - b. To provide a framework to comply with the CMS Conditions of Participation for utilization review.

II. DEFINITIONS

N/A

PLAN MANAGEMENT

A. Plan Elements

B. Plan Management

C. Plan Responsibility (Who is responsible for the plan and its components?)

D. Performance Measurement

1. The performance measurement process is one part of the evaluation of the effectiveness of the UMP. Performance measures have been established to measure at least one important aspect of the UMP.
2. On an annual basis, the UMC evaluates the scope, objectives, performance, and effectiveness of the Plan to manage risks to the staff, visitors, and patients at

E. **Orientation and Education**

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

III. REFERENCES

- A. CMS Conditions of Participation for Acute Care Hospitals, §482.30
- B. The Joint Commission Standards

Approval Signatures

Step Description	Approver	Date
Board Approval	Rebecca Alaga: Regulatory/ Accreditation Coordinator	Pending
LWG	Rebecca Alaga: Regulatory/ Accreditation Coordinator	8/31/2026
Policy Committee	Rebecca Alaga: Regulatory/ Accreditation Coordinator	8/17/2026
Policy Owner	Troy Scott: Director Case Management	2/3/2026

Standards

No standards are associated with this document



Origination 5/1/2020
Approved N/A
Expires 3 years after approval

Owner Cynthia Vargas:
Manager Patient Experience
Area Administration

Visitors

I. POLICY STATEMENT

- A. Salinas Valley Health Medical Center (SVHMC) will not restrict, limit, or otherwise deny visitation privileges on the basis of race, color, national origin, religion, sex, sexual orientation, gender identity, or disability. Visitors shall enjoy full and equal visitation privileges consistent with patient preferences.
- B. The patient has the right to both a support person and visitors while under the care, treatment, and service of SVHMC. Refer to Section V F.
- C. The patient has the right to request anonymity (Confidential Status). If a patient requests to be designated as "Confidential" no visitors or support person is allowed. Refer to Section V E.
- D. Patients are responsible to manage visitors. SVHMC does not manage "Lists" of patient requested visitors.
- E. SVHMC has the right to restrict visitors for concerns such as, but not limited to, mental health crisis, infectious diseases, patient safety, etc.

II. PURPOSE

- A. To define the patient's right to visitation while receiving care, treatment, and service.
- B. To guide staff in the creation of a positive visiting experience for both patients and visitors at SVHMC.
- C. To support a patient and family centered care environment by incorporating a support person, family and visitors into the patient's plan of care.

III. DEFINITIONS

- A. Immediate family: Parents, parent's children, siblings, grandparents, grandchildren and spouse/domestic partner. In the absence of immediate family, individuals whom the patient

designates as "family" may visit at the attending nurse's discretion.

- B. Patient: Patient or their designated surrogate decision maker
- C. Significant other: spouse, domestic partner, girlfriend or boyfriend, caregiver or constant companion - not counted as a visitor.
- D. Support Person: family member, friend or other individual over 18 years of age who, at the request of the patient, can provide emotional support during the patient's stay. The support person is not authorized to make medical / care decisions nor receive patient information unless authorized by the patient.
- E. Authorized responsible party: Custodial parent(s), legal guardian/custodian, legal responsible party, designated surrogate decision maker.

IV. GENERAL INFORMATION

- A. The right of a patient to have visitors may be limited or restricted when visitation would interfere with the care of the patient and/or the care of other patients. Circumstances reasonably related to the care of the patient and/or the care of other patients that provide a basis to impose restrictions or limitations on visitors include (but are not limited to) when:
 - 1. There may be infection control issues.
 - 2. Visitation may interfere with the care of other patients.
 - 3. The hospital is aware that there is an existing court order restricting contact.
 - 4. Visitors engage in disruptive, threatening, violent or criminal type behavior of any kind.
 - 5. The patient or patient's roommate(s) need rest or privacy.
 - 6. The patient is undergoing care interventions.
 - 7. Visitation is otherwise clinically contraindicated.
- B. Visiting hours at SVHMC are generally from 9AM - 8 P.M, 7 days a week. (Exceptions are managed on a case by case basis with consideration of the patient's medical condition and in collaboration with the unit charge nurse and nursing supervisor.)
 - 1. In most areas, there are NO age restrictions for visitors unless indicated due to health considerations or special circumstances such as influenza season.
 - 2. Specific units may have different visiting hours and/or age limitations. Detailed information will be given to patients, families and visitors in those units.
- C. The organization may limit the number of visitors during a specific period of time, as well as establish minimum age requirements for child visitors when reasonably necessary to provide safe care.
- D. If there are multiple family members they should be encouraged to designate a spokesperson to **minimize interruptions** of patient care.
- E. SVHMC is committed to providing a quiet healing atmosphere. Some strategies include, but are not limited to:
 - 1. Offering a "Quiet pack"
 - 2. Lowering the volume of the TV or other electronic devices

3. Dimming the lights in the hallways or in rooms
 4. Putting all cell phones and pagers on vibrate
 5. Closing doors
 6. Offering aromatherapy or soft music
 7. Offering warm tea in accordance with the patient nutrition orders
- F. The patient shall be informed of the reason for any restriction or limitation of visitors and this restriction will be recorded in the electronic health record.
- G. END OF LIFE: Special visitation arrangements are made for patients who are receiving end of life care, including a declaration of brain death/organ donation. Flexibility for end-of-life allowed based on space constraints and maintaining privacy of other patients.
- H. Patients be informed, verbally or in writing of their visitation rights, including any clinical restriction or limitation on such rights.

V. PROCEDURE

A. VISITING GUIDELINES

1. Visitors will check in at the Information Desk in the Main Lobby with the Concierge, Volunteer or Security officer on duty to receive a pass.
 - a. After hours, security officer will request approval from the appropriate nursing unit prior to issuing a visitor pass.
2. Nursing staff should educate visitors to:
 - a. The unit specific visitation processes.
 - b. Limit the number to 2 (two) visitors at a time. Exceptions are made on a case by case basis.
 - c. Limit their visits to a reasonable duration based on patient's condition.
 - d. No consumption or under the influence of alcoholic beverages or illegal substances is allowed on hospital property.
 - e. SVHMC is a smoke free facility including all tobacco products and e-cigarettes / vaping products.
 - f. The hospital reserves the right to limit or disallow visitors at any time.

B. AFTER HOURS VISITATION

1. An announcement will be made prior to the end of visiting hours informing all visitors that regular visiting hours are over at 8:00PM. All visitors, except the patient's support person, will be asked to leave the hospital at the end of visitation hours. See **Section D** for unit specific exceptions.
2. Special after hours visits will be approved by the Administrative Supervisor or Unit Director/Designee on a case by case basis utilizing the following criteria:
 - a. Critical or terminally ill patient.
 - b. Extreme safety concern for the patient.

- c. Severe language barrier not accommodated by Hospital designated interpreter service.
 - d. Other situations as determined by the Administrative Supervisor or Unit Director/Designee.
- 3. Starting at 8:00 PM, a Security Officer will make rounds of nursing units to inform visitors that visiting hours are over.
 - a. If any after-hours visitors are authorized, the Security Officer will issue a new visitor's identification badge.
 - b. If visitors are not authorized after hours, the visitors will be politely informed that visiting hours are over and requested to leave.
 - c. Should the visitor insist on visitation or special circumstances, the Security Officer or Concierge on duty will contact the charge nurse of the unit. If visitor(s) are authorized the charge nurse will inform the Administrative Supervisor for the final authorization.

C. LIMITING VISITATION IN SPECIFIC CARE SETTINGS

- 1. The number of visitors and length of visitation may be limited in specific care settings such as intensive care units and post-operative/invasive recovery areas due to the critical nature of a patient's illness and the level of required medical care.
- 2. General visitor access to areas where newborn infants and pediatric patients are housed may be limited due to security concerns and the need to protect these vulnerable populations from abduction.
- 3. Due to care and safety concerns, visitation is not permitted during the performance of operative, invasive, or other high-risk procedures. To protect patient privacy, visitation is generally not permitted when a patient is receiving personal care such as toileting, bathing, etc.

D. UNIT SPECIFIC VISITING POLICIES

1. INTENSIVE CARE / CORONARY CARE UNIT (ICU/CCU)

- a. Visiting hours in the ICU/CCU are 9 am - 7 pm and 8 pm - 11 pm.
- b. Limit the number to 2 (two) visitors at a time. Exceptions are made on a case by case basis.
- c. Phones with auto dial are located at both the ICU and CCU doors and shall be used by visitors to gain access to the unit.
- d. Visitors shall generally be limited to immediate family members, significant others or by patient request.

2. PEDIATRIC

- a. Authorized responsible parties are encouraged to visit and participate in the child's care anytime during the day and evening. Due to space restraints, only one authorized responsible party is encouraged to stay overnight.
- b. Visitors under the age of 12 may visit in the pediatric unit if they are

siblings of the patient.

- c. The Pediatric unit may limit sibling visitation at the discretion of the charge nurse.

3. **PERINATAL SERVICES**

a. **Labor and Delivery Unit**

- i. When a patient is in labor, they determine who may visit throughout the labor process.
- ii. Children under the age of 12, if child of the patient, may visit. Children under the age of 12 must be supervised by an adult (not the patient) at all times and not be disruptive to nursing staff or other patients.
 - 1. The name(s) of the patient's child(ren) will be obtained from the patient upon admission.
- iii. Visiting hours are open for laboring patients unless there is a medical or social reason to limit visitation at the discretion of the patient or staff.
- iv. Visitors are encouraged to limit the number of visitors to 4 at a time. Exceptions are made on a case by case basis.

b. **Mother Baby Unit**

- i. After a patient transfers to the Mother/Baby Unit, regular visiting hours will apply. Visitors should limit the time of their visits to allow the new mother and baby time to rest, bond, and allow for the necessary patient education.
- ii. A Parent/Guardian/Support Person of the baby is welcomed to spend the day/night and participate in the plan of care as directed by the patient.
- iii. Children under the age of 12, if child of the patient, may visit. Children under the age of 12 must be supervised by an adult (not the patient) at all times and not be disruptive to nursing staff or other patients.
- iv. Visitors are encouraged to limit the number of visitors to 2 at a time.
- v. A Parent/Guardian/Support Person of the baby is not counted as a visitor.

c. **OBED**

- i. Only one visitor per patient is allowed while patients are being checked for possible admission or antepartum testing

d. **Neonatal Intensive Care Unit (NICU)**

- i. The NICU supports Family-Centered Care. Parents and/or legal guardians are welcome in the NICU 24 hours a day.

- ii. Two parents or legal guardians will receive identification wristbands that identify them as the baby's primary caregivers.
- iii. Primary caregivers are encouraged to be present during shift change reports and to actively participate in their baby's plan of care.
- iv. To protect patient privacy and confidentiality, visitor access may be restricted during nursing shift change from 7:00 am to 8:00 am and 7:00 pm to 8:00 pm. Parents and legal guardians may remain at the bedside during this time.
- v. Siblings may visit during hospital visiting hours after completing the NICU sibling visitation screening.
 - a. Siblings must be supervised by an adult at all times and must not disrupt patient care or unit operations.
 - b. During seasonal respiratory virus restrictions, sibling visitation may be limited to children 12 years of age and older.
- vi. For the health and safety of our patients, anyone showing signs or symptoms of illness may not be permitted to visit.
- vii. Visitors over the age of 12, may visit during hospital visiting hours when accompanied by a parent or legal guardian.
- viii. A maximum of two (2) visitors may be at the bedside at one time.
- ix. Exceptions to these visitation guidelines may be made on a case-by-case basis.
 - a. The NICU Leader/Designee has the authority to approve or restrict visitation based on the patient's condition, unit activity, or safety considerations.

4. EMERGENCY DEPARTMENT

- a. All visitors must check in with the security officer at the Emergency Department entrance.
- b. One visitor is allowed in the waiting room unless the Emergency Department is over capacity at which time staff will ask visitors to vacate to make room for patients.
- c. One visitor is allowed with patients in patient's room unless otherwise authorized by the medical staff.
- d. Fast-Track Module:
 - i. Due to limited capacity, patients 20 years of age and younger are allowed to have one parent or guardian. Patients 21 years of age or older are allowed one parent or guardian on a case-by-case basis, depending on patient need and unit capacity.
 - ii. If the patient is a child, a parent of authorized responsible party

must remain with the child the entire time.

- e. No visitors are allowed in the Result Waiting area due to limited capacity unless authorized by the medical staff.
- f. Pediatric patients are required to have one parental figure or authorized responsible party with them at all times but will not be allowed a visitor unless authorized by the hospital staff.

5. OUTPATIENT INFUSION

- a. Visitation will be limited to one visitor at a time due to space limitations and to optimize patient privacy. If the patient is a child, a parent/ authorized responsible party must remain with the child the whole time.
- b. Children under the age of 16 may be in the waiting area under supervision but are not allowed in the treatment area. No individual under the age of 18 will be allowed in the treatment area.

6. OUTPATIENT SURGERY/CATH HOLDING

- a. Visitation will be limited to one visitor at a time due to space limitations and to optimize patient privacy. If the patient is a child, a parent/ authorized responsible party must remain with the child the whole time.

7. MAIN OR POST-ANESTHESIA CARE UNIT (PACU)

- a. The authorized responsible party for a pediatric or special needs patient may stay.

8. MEDITATION ROOM

- a. The Meditation Room is an area providing privacy for families of patients in crisis and during consultation with health care providers. Guidelines have been established for use of the Meditation Room.
- b. The Meditation Room may be accessed by Security and/or Concierge and the Administrative Supervisor as deemed appropriate.

E. CONFIDENTIAL STATUS:

- 1. A patient may, at any time, request to be Confidential Status, which is entered by Patient Registration staff.
- 2. When a patient requests Confidential Status, No visitors are allowed, except as stated in 5. This includes, immediate and other family, friends and visitors that present.
- 3. When a patient status is updated during their stay, after they have been registered, Nursing staff will inform Registration staff to update their status in Electronic Health Record and the Patient Status Board and will notify the Main Lobby Concierge and Security of the change in status.
- 4. When visitors ask for the location of a patient flagged as confidential, they will be informed that a patient by that name is not in the hospital. PBX operators will not transfer calls to the patient's room and will inform the caller that there is no patient by that name. Mail and floral deliveries will not be accepted for confidential patients.

5. Exceptions to visitors for Confidential Status patients must be approved by the Administrative Supervisor, after determining, with input from the unit charge nurse/designee and the Patient Safety Officer/Patient Experience team, that the exception is in the best interest of the patient. Safety of the organization, patients and staff will take precedence over visitors.

F. DESIGNATING A SUPPORT PERSON:

1. A patient has the right to designate a support person to provide emotional support during their stay. A patient's "support person" does not have to be the same person as the patient's representative who is legally responsible for making medical/care decisions on the patient's behalf.
2. The organization shall accept a patient's support person designation, orally or in writing. The name of the support person should be recorded in the electronic health record and may, at the patient's request, be changed at any time.
3. In a shared room of same-gender (or gender stated) patient where the support person is the opposite gender, the patient will be asked if they oppose the support person staying the night. If the patient is opposed, the support person will be offered to stay in the waiting area.
4. When a patient is unable to make their own medical decisions processes will be followed as defined by California laws. The Patient Safety Officer may be contacted as necessary.

G. CONSTANT COMPANION:

1. Individuals (18 & older) who remain at the bedside 24 hours a day during the patient's hospitalization to provide assistance with emotional or other essential support needs. These companions play a vital role in the well-being and care of the patient. Constant companions are expected to adhere to the same behavioral standards as other visitors. Medical staff will be required to review the Constant Companion Agreement with the family member or friend who will serve as the constant companion. The Constant Companion will be required to sign the [Constant Companion](#) agreement form.
2. Considerations for allowing a constant companion are as follows:
 - a. Dementia Patients or Cognitively Impaired – more compliant with care when there is a familiar face/voice
 - b. Patients Older than 80+ - Are more likely to be forgetful
 - c. Language Barrier
 - d. Culturally Sensitive - May feel uncomfortable or embarrassed asking for help
 - e. Patients who are being considered for comfort care/palliative care

H. ISOLATION PATIENTS FOR CONTACT, AIRBORNE AND DROPLET

1. Visitors must be age 12 or older.
2. Visitors are limited to two people at a time.
3. Visitors will be asked to wear a mask while visiting and check in with the nursing

station. Before entering a patient's room, visitors may be required to put on additional personal protective equipment.

4. Alternatively, one caregiver may be allowed as a constant companion to actively assist with care 24/7, if required and approved by the charge nurse or administrative supervisor.
5. To protect the health and safety of our patients, visitors, and staff, all visitors are expected to comply with the hospital's PPE requirements. Those who do not comply may be asked to leave the medical facility.

I. INFORMING THE PATIENT OF THEIR RIGHT TO VISITATION

1. The organization shall inform patients of their visitation rights. This information shall generally be provided during the admission process.
2. The written notice shall address any clinically necessary or reasonable limitations or restrictions imposed by hospital policy on visitation rights, providing the clinical reasons for such limitations/restrictions, including how they are aimed at protecting the health and safety of all patients.
3. The information shall be sufficiently detailed to allow a patient) to determine what the visitation hours are and what restrictions, if any, apply to that patient's visitation rights.
4. The notice must also inform the patient of the patient's right to:
 - a. Receive the visitors they have designated, including but not limited to, a spouse, a domestic partner, another family member, or a friend; and
 - b. Withdraw or deny his/her consent to receive specific visitors, either verbally or in writing.
5. The medical record must contain documentation that the written notice was provided to the patient.

J. RESOLVING DISPUTES REGARDING VISITATION

If there is a question or disagreement surrounding who may visit the patient, it shall be resolved as quickly as possible.

1. The patient shall decide who may visit as long as they have been deemed capable of decision making.
2. If the patient is unable, the patient's designated surrogate decision maker shall decide who may visit. In the event there is no designated surrogate, the support person may be consulted, but the organization will determine visitors based on the best interests of the patient and on a good faith understanding of the patient's likely wishes. The Patient Safety Officer may be consulted if necessary.

VI. EDUCATION/TRAINING

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

VII. REFERENCES

- A. The Joint Commission Hospital Accreditation Standards, Patient's Rights Chapter
- B. CMS Conditions of Participation 482.13

Approval Signatures

Step Description	Approver	Date
LWG	Rebecca Alaga: Regulatory/ Accreditation Coordinator	Pending
Policy Committee	Rebecca Alaga: Regulatory/ Accreditation Coordinator	9/11/2026
Policy Owner	Cynthia Vargas: Manager Patient Experience	9/2/2026

Standards

No standards are associated with this document

BOARD MEMBER COMMENTS

AND REFERRALS

(VERBAL)

*QUALITY AND EFFICIENT
PRACTICES COMMITTEE*

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

(CATHERINE CARSON)

*PERSONNEL, PENSION & INVESTMENT
COMMITTEE*

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

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

(CATHERINE CARSON)

Board Paper: Personnel, Pension and Investment Committee

Agenda Item: **Consider Recommendation for Board Approval of (i) Findings Supporting Recruitment of Ana Abril Arias, MD (ii) Contract Terms for Dr. Arias' Recruitment Agreement, and (iii) Contract Terms for Dr. Arias' Family Medicine and Obstetrics Professional Services Agreement**

Executive Sponsor: Orlando Rodriguez, MD, Chief Medical Officer
Molly Heacox, Director of Clinic Services

Date: September 14, 2026

Executive Summary

In consultation with members of the SVH Medical Center Medical Staff, Salinas Valley Health (SVH) executive management has identified the recruitment of physicians specializing in **family medicine and obstetrics** as a recruiting priority for SVH's service area. Based on the 2026 Coker Physician Needs Assessment, a physician specializing in family medicine and obstetrics (FMOB) is recommended as a top priority for recruitment and will provide access to prenatal care for South Monterey County patients. Furthermore, the recent offboarding of a full time FMOB provider at Taylor Farms Family Health & Wellness Center (TFFH&WC) increases the need to recruit and retain another FMOB physician.

The recommended physician, **Ana Abril Arias, MD**, earned her Doctor of Medicine degree from Universidad Autónoma de Baja California, Mexico. Dr. Arias served as Chief Family Medicine Resident in 2013 at University of California, San Diego. In 2014, Dr. Arias completed her Obstetrical Fellowship at Natividad Medical Center where she is currently an attending physician. She is fluent in Spanish and will join TFFH&WC in December 2026.

Terms and Conditions of Agreements

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

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

- **Professional Services Agreement (PSA)**. Physician will be contracted under a PSA with Salinas Valley Health and a member of Salinas Valley Health Clinics practicing at Taylor Farms Family Health & Wellness Center. Pursuant to California law, the physician will not be an employee of SVH or SVH Clinics but rather a contracted physician.
- **Term**: PSA is for a term of two years, with annual compensation reported on an IRS W-2 Form.
- **Clinic Schedule**. Physician will be scheduled to provide physician services to clinic patients on a full-time basis as a 0.9 Full-Time Equivalent (FTE), 29 scheduled patient hours per week, 46 weeks per year; one week of which can be allocated to continuing medical education (CME).
- **Base Compensation**. Physician shall receive base compensation in the amount of two hundred ninety-two thousand, five hundred dollars (\$292,500) per year which is prorated for 0.9 FTE status.
- **Productivity Compensation**. To the extent it exceeds the base salary, physician is eligible for work Relative Value Units (wRVU) productivity compensation at a fifty-four-dollar (\$54.00) wRVU conversion factor.
- **Annual Incentive Plan**. Physician will be eligible to participate in an annual incentive plan if physician meets the eligibility requirements of at least 1000 hours worked during the measurement period and a current PSA at time of payment.
- **Professional Liability Insurance**. Professional liability is provided through BETA Healthcare Group.

- **Benefits.** Physician will be eligible for standard SVH Clinics physician benefits:
 - ❖ Access to SVH Health Plan for physician and qualified dependents. Premiums are projected based on 15% of SVH cost.
 - ❖ Access to SVH 403(b) and 457 retirement plans. Five percent base contribution to 403(b) plan that vests after three years. This contribution is capped at the limits set by Federal law.
 - ❖ Six work weeks (30 days) of time off per year, accruing equally throughout the year.
 - ❖ CME annual stipend in the amount of two thousand four hundred dollars (\$2,400) paid directly to physician and reported as 1099 income. One work week (5 days) off annually for CME related activities.
- 2. **Recruitment Agreement** that provides a recruitment incentive in the amount of forty-five thousand dollars (\$45,000), which is structured as forgivable loan over two years of service and prorated for 0.9 FTE status.

Meeting our Mission, Vision, Goals Strategic Plan Alignment:

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

Pillar/Goal Alignment:

☒ **Quality & Safety**
☐ **People**
☐ **Operations**
☐ **Finance**
☒ **Growth**
☐ **Community**

Financial/Quality/Safety/Regulatory Implications

The addition of Dr. Arias to SVH has been identified as a need for recruitment while also providing additional resources and coverage for TFFH&WC.

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

Recommendation

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

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

Attachments: Curriculum Vitae for Ana Abril Arias, MD

Ana Abril Arias, MD, FAAFP

EDUCATION

Universidad Autónoma de Baja California (UABC) - Tijuana, Baja California, México

Received MD, 03/2004

Obstetrical Fellowship – Natividad Medical Center, Salinas CA

Received Certificate of Completion, July 2014

Faculty Development Fellowship – University of California, San Francisco

Received Certificate of Completion, May 2017

Integrative Medicine Fellowship – Andrew Weil Center for Integrative Medicine at the University of Arizona.

Received Certificate of Completion, Feb 2022

OTHER NON-MEDICAL EDUCATION

Santa Cruz Reiki works – Santa Cruz, California

Received Reiki practitioner and Reiki Master Teacher Certificate 2018-2019

AWARDS

- 2026 Dr. Stephen Turner Residency Director and Faculty Scholarship- American College of Lifestyle Medicine
- Fellow of the American Academy of Family Physicians (FAAFP) 2019
- New Faculty Scholar Award 2018, Society of Teachers of Family Medicine Annual Spring Conference May 2018
- Excellence in Teaching Award 2017-2018, Natividad Family Medicine Residency June 2018
- Outstanding Intern on Labor and Delivery at University of California, San Diego (UCSD); every year the obstetrics department selects one family medicine intern that has demonstrated excellence on the OB deck, 06/2011.

PROFESSIONAL CERTIFICATIONS

American Board of Family Medicine since April 2013

California Medical License: A122654, expires April 30 2028

DEA: Expires 06/30/2027

NPI- 144757179

Advanced Life Support in Obstetrics

Certified Advanced Life Support in Obstetrics Instructor – expires 9/30/2026

Course Director for Advanced Life support in Obstetrics, 2017-2019

PROFESSIONAL EXPERIENCE

Natividad Family Medicine Residency, Residency Core Faculty, Wellness Curriculum chair,

Ana Abril Arias, MD, FAAFP

Natividad, Salinas, CA August 2014 – Current

Direct supervision of Family Medicine residents on various settings such as outpatient, Labor and Delivery and Inpatient services. Advisor to Residents to go over their milestones and development throughout their 3 years of training. Updating and assessing the resident's competency in Obstetrics and Wellness.

Natividad Medical Group, Attending Physician

Natividad, Salinas CA, August 2014 – Current

Offering outpatient care for patients of all ages with acute and chronic medical illnesses. Including prenatal care, office procedures and helping to coordinate their medical care when needed. Indirect supervision of nurse practitioners.

Obstetrical Fellowship

*Natividad Medical Center, Salinas, CA, 07/2013 thru 07/2014, **graduated 07/2014***

Working mostly on the labor and delivery service managing low and high-risk obstetrics. Managing labor, deliveries of infants, perineal laceration repairs. Management of postpartum hemorrhages. Indirect supervision of certified nurse midwives. Teaching of resident physicians.

Family Medicine Residency, Elected Chief Resident 2012 – 2013, graduated 06/2013

University of California, San Diego Family and Preventive medicine, (UCSD) 07/2010 - 06/2013,

Developing the schedule for the residents, being a liaison between residents and faculty.

COMMITTEES, VOLUNTEER

Natividad Obstetrics improvement Committee

Family Medicine Representative, 07/2013 - Present

Establishes and enforces policies and procedures for patient care in the Labor and Delivery Suites and in postpartum areas; makes recommendations regarding prenatal, obstetrical delivery and postpartum management and services.

Natividad Medical Center Wellbeing committee

Committee Chair, 04/2018 - Present

We meet with employees that may need assistance in dealing with mental/emotional distress. Supporting these employees and helping them come up with wellness plans.

Family Medicine Residency Wellness Committee

Wellness director, 10/2017 - Present

Monthly meetings with residency students/staff. We plan Wellness didactics, Social gatherings, offer a safe space for dealing with emotions as well as helping create individual wellness plans.

Natividad Medical Center Med staff quality Review committee

Peer Reviewer, 01/09/2020 – Present

Review assigned hospital and OB cases for quality of care and identify potential errors, reporting findings to support institutional quality improvement.

Salud en tu Plato/Community Rx

Community Health Volunteer, Nov 2024- Present

Assist with meal prep and vegetable preparation for nutrition-focused programming, perform fingerstick glucose checks, provide medical counseling, and support health promotion activities for program participants.

Ana Abril Arias, MD, FAAFP

Oral Presentations:

- Promoting Wellness; Curriculum Development Process; STFM May 2018
- “Scheduling life maintenance – a model for resident wellness” – UCSF FCM Rodnick Colloquium May 2024
- “Need an oil change? A model for scheduling resident life maintenance” - UCSF FCM Rodnick Colloquium May 2025

Poster Presentations:

- “Screened but not seen: Improving follow-up for Patients with High risk PHQ-9 scores- 20206 Natividad Innovation, Patient Safety & Quality Improvement Showcase
- “QI Project: Extended Delayed Cord Clamping – 2025 Natividad Innovation, Patient Safety & Quality Showcase

LANGUAGE FLUENCY

Spanish – Native speaker

PROFESSIONAL ORGANIZATIONS AND ACTIVITIES

American Academy of Family Physicians, *2010 - Present*
California Academy of Family Physicians, *2010 - Present*

HOBBIES AND INTEREST

Obstetrics	Community Medicine	Wellness
Faculty Development	Mentoring	Lifestyle Medicine

Board Paper: Personnel, Pension and Investment Committee

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

Executive Sponsor: Orlando Rodriguez, MD, Chief Medical Officer
Molly Heacox, Director of Clinic Services

Date: September 14, 2026

Executive Summary

In consultation with members of the SVH Medical Center Medical Staff, Salinas Valley Health (SVH) executive management has identified the recruitment of physicians specializing in **pediatrics** as a recruiting priority for SVH's service area. Based on the Coker Group 2026 Physician Needs Assessment, the specialty of pediatrics is recommended as a priority for recruitment. Recruiting another pediatrician is imperative to meet the growing demand and will improve clinic access at SVH PrimeCare Salinas.

The recommended physician, **Safa Gul, MD**, earned her Doctor of Medicine degree in 2022 from University of Queensland Medical School—Ochsner Clinical School in New Orleans, Louisiana. She completed her Pediatrics residency program at the University of California San Francisco—Fresno. Dr. Gul holds a California medical license and will join SVH PrimeCare Salinas in November 2026.

Terms and Conditions of Agreements

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

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

- **Professional Services Agreement (PSA)**. Physician will be contracted under a PSA with Salinas Valley Health and a member of Salinas Valley Health Clinics. Pursuant to California law, the physician will not be an employee of SVH or SVH Clinics but rather a contracted physician.
- **Term**: PSA is for a term of two years, with annual compensation reported on an IRS W-2 Form.
- **Full-Time Schedule**. Physician will be scheduled to provide physician services to clinic patients on a full-time basis, 46 weeks per year; one week of which can be allocated to continuing medical education (CME).
- **Base Compensation**. Physician shall receive base compensation in the amount of two hundred ninety thousand dollars (\$290,000) per year.
- **Productivity Compensation**. To the extent it exceeds the base salary, physician is eligible for work Relative Value Units (wRVU) productivity compensation at a fifty-one-dollar (\$51.00) wRVU conversion factor.
- **Hospital Call Coverage**. Physician will provide emergency department and unassigned patient call coverage for the Well Newborn and Pediatric call panels. Productivity compensation includes up to five (5) days of Hospital Call coverage per month.
- **Annual Incentive Plan**. Physician will be eligible to participate in an annual incentive plan if physician meets the eligibility requirements of at least 1000 hours worked during the measurement period and a current PSA at time of payment.
- **Professional Liability Insurance**. Professional liability is provided through BETA Healthcare Group.

- **Benefits.** Physician will be eligible for standard SVH Clinics physician benefits:
 - ❖ Access to SVH Health Plan for physician and qualified dependents. Premiums are projected based on 15% of SVH cost.
 - ❖ Access to SVH 403(b) and 457 retirement plans. Five percent base contribution to 403(b) plan that vests after three years. This contribution is capped at the limits set by Federal law.
 - ❖ Six work weeks (30 days) of time off per year, accruing equally throughout the year.
 - ❖ CME annual stipend in the amount of two thousand four hundred dollars (\$2,400) paid directly to physician and reported as 1099 income. One work week (5 days) off annually for CME related activities.
- 2. **Recruitment Agreement** that provides a recruitment incentive in the amount of forty thousand dollars (\$40,000), which is structured as forgivable loan over two years of service for SVH Clinics.

Meeting our Mission, Vision, Goals Strategic Plan Alignment:

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

Pillar/Goal Alignment:

☒ **Quality & Safety**
☐ **People**
☐ **Operations**
☐ **Finance**
☒ **Growth**
☐ **Community**

Financial/Quality/Safety/Regulatory Implications

The addition of Dr. Gul to Salinas Valley Health Clinics has been identified as a need for recruitment while also providing additional resources and coverage for SVH PrimeCare.

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

Recommendation

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

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

Attachments: Curriculum Vitae for Safa Gul, MD

Safa Gul

Education

Jun 2023 - Jun 2026	University of California, San Francisco - Fresno (Fresno, California) Pediatric Residency Program
Jan 2019 – Nov 2022	University of Queensland Medical School-Ochsner Clinical School (Brisbane, Queensland, Australia; New Orleans, Louisiana) Doctor of Medicine (MD)
Aug 2014 – Jun 2018	University of California, Irvine (Irvine, California) Bachelor of Arts (BA) - Classical Studies

Certifications and Licensure

Feb 2025	PALS Certification
Apr 2025	NPR Certification
May 2022	IHI Certification
Sep 2024	BLS for Healthcare Providers, National CPR Foundation
Sep 2024	ACLS for Healthcare Providers, American Heart Association

Work Experience

Jun 2023 – Jun 2026	Pediatric Resident, University of California, San Francisco (Fresno, California) Performed diagnostic evaluations, developed treatment plans, and conducted evidence-based patient management in both the inpatient and outpatient setting.
Feb 2015 – Feb 2018	Senior Recreation Leader, City of La Palma (La Palma, California) - Planned and coordinated city-wide events for families - Provided strong customer service regarding facility rentals and classes - Counselor in Summer Day Camp for children
Nov 2018 – Jan 2019	Lush Cosmetics Seasonal Associate (Anaheim, California) Provide tailored customer service based on actively listening to customer's specific needs

Leadership

Aug 2021 – Nov 2022	Vice President, Pediatric Interest Group (New Orleans, Louisiana) - Coordinate with five team members to hold philanthropic events such as a fundraiser for Camp Challenge which is a camp dedicated to uplifting hematology and oncology patients - Develop volunteer opportunities for medical students, such as pediatric vaccination clinics and high school athlete physical examinations - Create networking events for medical students and attending physicians
Aug 2021 – Nov 2022	President, Young Artists (New Orleans, Louisiana) Make crafts with children on the inpatient units to provide therapeutic value and reduce negative feelings associated with the stress of being in a hospital
Mar 2019 – Nov 2022	Representative, Medicine in Motion (Brisbane, Australia; New Orleans, Louisiana) - Reducing medical burnout through fitness by creating events focused on community building and fundraising - Led group workout classes

Honors and Awards

2024 Resident Teaching Award

- For exceeding expectations in teaching and mentoring medical students

2022 Ochsner Student Ambassador

- Elected by Ochsner Clinical School administration based on leadership and professionalism
- Responsible for representing the student body at Open House events, medical school admissions interviews, and with visiting faculty.

Publications

Gul, S., Warriar, R., & Suessman, A. *Autoimmune hemolytic anemia: When is transfusion necessary?*. Journal of Pediatrics and Pediatric Medicine. 2022. Vol 5-2.

Presentations

January 2025

Western Medical Research Conference: Kawasaki Disease Etiology: Did the COVID-19 Pandemic Give a Clue?, Carmel, CA, Presenter

- Decrease incidence in viral infections corresponded to a decrease in Kawasaki disease cases from 2016 to 2021
- Demonstrated the overall unchanged demographics of Kawasaki Disease in the United States

June 2024

American Medical Educators Conference: Artificial Intelligence Use in Medicine, UCSF Benioff, CA, Presenter

- Discussed ways that medical educators, including residents, can use AI to create a fun learning environment
- Led a workshop on creative ways to use AI to increase efficiency in medical practice

August 2024

Grand rounds: Artificial Intelligence Use in Medicine, UCSF Fresno, CA, Presenter

- Demonstrated to pediatric residents and faculty on the use of artificial intelligence to help streamline learning

Volunteerism

Feb 2024

Emergency Medical Technicians Training (Fresno, California)

- Led and observed simulations on neonatal resuscitation

Nov 2021 – Nov 2022

Ochsner Healthy Schools Program Newsletter (New Orleans, Louisiana)

- Wrote monthly recommendations for a newsletter emphasizing the importance of lifestyle modifications and providing pediatric wellness education for parents to help guide their children
- Topics I wrote about in the newsletter included how to create a sleep routine, meditation techniques, and how to develop a healthy social life in the post-COVID-19 era

Jun 2021 – Nov 2022

Edible Schoolyard New Orleans (New Orleans, Louisiana)

- Help with maintaining the school garden and feeding animals
- Teach children about importance of healthy eating in workshops

Mar 2021 – Nov 2022

SproutNola (New Orleans, Louisiana)

- Garden maintenance and educated visitors about the garden

Jan 2021 – Nov 2022

Ochsner Medical Student Association (New Orleans, Louisiana)

- Science, Technology, Engineering and Mathematics (STEM) events - Educated children and families about scientific principles using hands-on demonstrations and experiments
- Miracle league – Coaching kids with special needs in various sports

Jun 2021 – Sep 2021

Calls for COVID-19 Positive Patients (New Orleans, Louisiana)

- Called the families of hospital inpatients who were COVID positive to update them on the patient's status

- Gained experience with managing emotional reactions and with communicating about uncertainty with patient outcomes
- Jan 2019 – Dec 2020 Children’s Hospital Burn Unit (Brisbane, Queensland, Australia)
- Conduct surveys on burn treatments
 - Take histories for burn patients with emphasis on immediate management

Languages

Urdu – Advanced

Hindi – Intermediate

Spanish – Intermediate

Board Paper: Personnel, Pension and Investment Committee

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

Executive Sponsor: Orlando Rodriguez, MD, Chief Medical Officer
Molly Heacox, Director of Clinic Services

Date: September 14, 2026

Executive Summary

In consultation with members of the SVH Medical Center Medical Staff, Salinas Valley Health (SVH) executive management has identified the recruitment of physicians specializing in **pediatrics** as a recruiting priority for SVH's service area. Based on the Coker Group 2026 Physician Needs Assessment, the specialty of pediatrics is recommended as a priority for recruitment. Recruiting an additional pediatrician is imperative to meet the growing demand for pediatric care in our community. The recruitment of a second pediatrician will improve timely access and support the current pediatrics volume at SVH PrimeCare Salinas.

The recommended physician, **Carol Nader, MD**, earned her Doctor of Medicine degree in 2023 from California Northstate University of College of Medicine in Elk Grove. She completed her Pediatrics residency program at Valley Children's Healthcare in Madera, CA. A Pacific Grove native, Dr. Nader holds an active California medical license and will join SVH PrimeCare Salinas in November 2026.

Terms and Conditions of Agreements

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

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

- **Professional Services Agreement (PSA)**. Physician will be contracted under a PSA with Salinas Valley Health and a member of Salinas Valley Health Clinics. Pursuant to California law, the physician will not be an employee of SVH or SVH Clinics but rather a contracted physician.
- **Term**: PSA is for a term of two years, with annual compensation reported on an IRS W-2 Form.
- **Full-Time Schedule**. Physician will be scheduled to provide physician services to clinic patients on a full-time basis, 46 weeks per year; one week of which can be allocated to continuing medical education (CME).
- **Base Compensation**. Physician shall receive base compensation in the amount of two hundred ninety thousand dollars (\$290,000) per year.
- **Productivity Compensation**. To the extent it exceeds the base salary, physician is eligible for work Relative Value Units (wRVU) productivity compensation at a fifty-one-dollar (\$51.00) wRVU conversion factor.
- **Hospital Call Coverage**. Physician will provide emergency department and unassigned patient call coverage for the Well Newborn and Pediatric call panels. Productivity compensation includes up to five (5) days of Hospital Call coverage per month.
- **Annual Incentive Plan**. Physician will be eligible to participate in an annual incentive plan if physician meets the eligibility requirements of at least 1000 hours worked during the measurement period and a current PSA at time of payment.
- **Professional Liability Insurance**. Professional liability is provided through BETA Healthcare Group.

- **Benefits.** Physician will be eligible for standard SVH Clinics physician benefits:
 - ❖ Access to SVH Health Plan for physician and qualified dependents. Premiums are projected based on 15% of SVH cost.
 - ❖ Access to SVH 403(b) and 457 retirement plans. Five percent base contribution to 403(b) plan that vests after three years. This contribution is capped at the limits set by Federal law.
 - ❖ Six work weeks (30 days) of time off per year, accruing equally throughout the year.
 - ❖ CME annual stipend in the amount of two thousand four hundred dollars (\$2,400) paid directly to physician and reported as 1099 income. One work week (5 days) off annually for CME related activities.

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

Meeting our Mission, Vision, Goals Strategic Plan Alignment:

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

Pillar/Goal Alignment:

☒ **Quality & Safety**
☐ **People**
☐ **Operations**
☐ **Finance**
☒ **Growth**
☐ **Community**

Financial/Quality/Safety/Regulatory Implications

The addition of Dr. Nader to Salinas Valley Health Clinics has been identified as a need for recruitment while also providing additional resources and coverage for SVH PrimeCare.

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

Recommendation

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

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

Attachments: Curriculum Vitae for Carol Nader, MD

Carol Nader, M.D.

EDUCATION AND POST-DOCTORAL TRAINING

Pediatric Resident Physician Graduate Valley Children's Healthcare Madera, CA	June 2023- June 2026
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Doctor of Medicine (M.D.) California Northstate University College of Medicine Elk Grove, CA	July 2019 - May 2023
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Bachelors of Science Biological Sciences, Minor in Education University of California, Davis Davis, CA Dean's Honor List Fall 2016, Spring 2017, Fall 2017	September 2014
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LICENSURE

Physician's and Surgeon's License Medical Board of California	July 2026
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CERTIFICATIONS/TRAINING

Becoming ACEs Aware in California Training California Department of Health Care Services	May 2024
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Basic Certificate in Quality Improvement Institute for Healthcare Improvement	September 2023
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Neonatal Resuscitation Program American Association of Pediatrics	June 2023
Pediatric Advanced Life Support American Heart Association	June 2023
Basic Life Support American Heart Association	June 2023

WORK EXPERIENCE

Lab Manager, Dr. Nipavan Chiamvimonvat Lab University of California, Davis	July 2018 - July 2019
Emergency Department Scribe Davis, CA	July 2018 - July 2019
Health Professions Advising Peer Advisor University of California, Davis	October 2017 - June 2018

RESEARCH EXPERIENCE

Publications

Coronel R and Nader C. Honoring the Past, Inspiring the Future: What it Means to be a Woman in Medicine. Valley Children's Blog. March 2025. Available at [Honoring The Past, Inspiring The Future: What It Means to be a Woman In Medicine Today](#)

Thai, Phung N., et al. "Chronic diclofenac exposure increases mitochondrial oxidative stress, inflammatory mediators, and cardiac dysfunction." *Cardiovascular Drugs and Therapy*, Sept 2021.

Dehghani, Tima, et al. "Selectin-targeting glycosaminoglycan-peptide conjugate limits neutrophil mediated cardiac reperfusion injury." *Cardiovascular Research*, Oct 2020.

Sirish, Padmini, et al. "Suppression of inflammation and fibrosis using soluble epoxide hydrolase inhibitors enhances cardiac stem cell-based therapy," *Stem Cells Translational Medicine*, Aug 2020.

Sirish, Padmini, et al. "Abstract P476: Determinants Of Atrial Fibrillation Mechanisms Using Metabolomic Profiling." *Circulation Research*, September 2021.

Abstracts

Nader, C.E. & Isaacs, R.B. "Impact of metformin exposure on fetal anthropometric measures in PCOS pregnancies." Society for Reproductive Investigation 68th Annual Scientific Meeting, July 2021.

LEADERSHIP EXPERIENCE

Leadership Education in Advancing Diversity (LEAD) Scholar August 2025 - May 2026
Stanford Medicine LEAD Program

Student Ultrasound Trainer August 2020 - April 2021
California Northstate University Ultrasound Society
Elk Grove, CA

Vice President August 2020 - April 2021
California Northstate University Ultrasound Society
Elk Grove, CA

Outreach Coordinator August 2020 - April 2021
Pediatric Society Student Interest Group
California Northstate University College of Medicine
Elk Grove, CA

VOLUNTEER ACTIVITIES

Institutional

Resident Representative October 14, 2023
California Health Sciences University College of Osteopathic Medical School
Annual Residency Programs Fair

Community/Regional

Resident Volunteer October 23, 2024
Family Reading Night
Valley Children's Healthcare
Fresno, CA

Resident Volunteer May 23, 2024
May Day Health and Safety Fair
Valley Children's Healthcare
Fresno, CA

Resident Volunteer May 18, 2024
Adaptive Sports Biking Event
Valley Children's Healthcare
Madera, CA

Medical Student Volunteer August 2019 - March 2021
Shifa Community Clinic, Clinica Tepati
University of California, Davis
Davis, CA

AWARDS

Excellence in Primary Care Award June 2026
Resident Achievement
Valley Children's Healthcare

ADVOCACY

Ask a Doctor: What Are Your Top Tips for Safe Sleep? Valley Children's Video Interview.
October 2025. Available at:
<https://news.valleychildrens.org/ask-a-doctor-what-are-your-top-tips-for-safe-sleep/>

EDUCATIONAL PRESENTATIONS

Morning Report, Botulism Valley Children's Healthcare Madera, CA	September 2025
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Case Conference: IgA Vasculitis Valley Children's Healthcare Madera, CA	July 2025
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Morning Report, ADHD Valley Children's Healthcare Madera, CA	July 2025
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Morning Report, Inflammatory Bowel Disease Valley Children's Healthcare Madera, CA	November 2024
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Morbidity and Mortality Conference Valley Children's Healthcare Madera, CA	May 2026
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MEMBERSHIPS

American Academy of Pediatrics	July 2023 - June 2026
Fresno Madera Medical Society	July 2023 - June 2026

FINANCE COMMITTEE

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

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

(VICTOR REY, JR.)

Finance Committee Board Paper

Agenda Item: **Consider Recommendation for Board Approval of StrataJazz Cost Accounting Agreement Renewal as Sole Source and Contract Award**

Executive Sponsor: Iftikhar Hussain, Chief Financial Officer

Date: September 21, 2026

Executive Summary

Salinas Valley Health's StrataJazz Cost Accounting agreement is up for renewal. The proposed renewal is for a five-year term and includes two components: a subscription fee for use of the StrataJazz platform and professional services fees for ongoing support.

The proposed five-year agreement has a total cost of **\$801,958**, consisting of:

- **Subscription Fees: \$444,628** over the five-year term. The subscription fee includes a **5% annual escalator in Year 1** and a **4% annual escalator in each subsequent year**.
- **Professional Services: \$357,330** over the five-year term. Professional services fees include a **11% escalator in Year 1**, with **no additional escalators in Years 2–5** (the average annual escalator is 2.2%).

The renewal will maintain Salinas Valley Health's access to the StrataJazz platform and provide continued professional support throughout the five-year term.

Background/Situation

StrataJazz is a financial planning and cost accounting platform that provides Salinas Valley Health with detailed visibility into the cost and financial performance of its operations and patient care services. The platform supports the Finance team's cost analysis and service-line profitability efforts, enabling management to identify cost drivers, evaluate financial performance, and make informed resource allocation decisions.

SVH began its relationship with StrataJazz in 2015. While alternative healthcare cost-accounting solutions exist, StrataJazz provides SVH with an established, integrated platform that supports its existing financial planning, cost accounting, reporting, and decision-support processes. Transitioning to an alternative platform would require significant implementation, data conversion, process redesign, staff training, and associated costs, while creating operational and reporting risks.

Timeline

The renewal review process began in July 2026, when the Financial Planning team met with Strata Decision Technology to review the proposed scope of work and discuss the terms of the renewal.

Meeting our Mission, Vision, Goals

Strategic Plan Alignment:

Continued use of StrataJazz is essential to maintaining consistent and reliable financial reporting and supporting Salinas Valley Health's ongoing efforts to improve financial performance, enhance cost transparency, and strengthen cost management.

Key Contract Terms	Vendor: Strata Decision Technology
1. Proposed contract signing date	Prior to September 30, 2026
2. Term of agreement	October 1, 2026
3. Renewal terms	October 1, 2026 – September 30, 2031 (5 years)
4. Termination provision(s)	Not automatically renewed
5. Payment Terms	None
6. Annual cost(s)	The contracted annual cost is due October 1 each year within the term of the agreement
7. Cost over life of agreement	\$160,392 (average over the 5-year term)
8. Budgeted (yes or no)	\$801,958
9. Contract	Yes

Recommendation

SVH Administration requests that the Finance Committee recommend approval by the SVH Board of Directors of the StrataJazz Cost Accounting Agreement Renewal with Strata Decision Technology as a sole source contract award. The proposed five-year agreement includes both subscription fees and professional services, with a total contract value of \$801,958, covering the period through September 30, 2031.

Attachments

- Sole Source Justification Form (if applicable)
- Strata Order Form

Justification for Sole Source Form

To: Proposal Evaluation Panel
Iftikhar Hussain, CFO
From: Meredith Peterson, Director of Financial Planning & Decision Support

Type of Purchase: (check one)

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

Cost Estimate (\$):	801,958
Vendor Name:	Strata Decision Technology
Item Title:	StrataJazz Cost Accounting Agreement Renewal, 2026 - 2031

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.).**
SVH began its relationship with StrataJazz in 2015. While alternative healthcare cost-accounting solutions exist, StrataJazz provides SVH with an established, integrated platform that supports its existing financial planning, cost accounting, reporting, and decision-support processes. Transitioning to an alternative platform would require significant implementation, data conversion, process redesign, staff training, and associated costs, while creating operational and reporting risks.
- ☐ Uniqueness of the service. **Describe.**
- ☐ SVMHS has established a standard for this manufacturer, supplier or provider and there is only one vendor. **Attach documentation from manufacturer to confirm that only one dealer provides the product.**
- ☐ Factory-authorized warranty service available from only this single dealer. Sole availability at the location required. **Describe.**
- ☐ Used item with bargain price (describe what a new item would cost). **Describe.**
- ☐ Other -The above reasons are the most common and established causes for an eligible sole source. If you have a different reason, **Describe:**

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

Submitter Signature: Meredith Peterson
Meredith Peterson (Sep 14, 2026 15:03:30 PDT)

Date: 09/14/2026



ORDER FORM

This Order Form is issued pursuant to the Software Use Agreement ("Agreement") dated September 30, 2015 (the "Effective Date") by and between Strata Decision Technology, LLC ("Strata") and Salinas Valley Memorial Healthcare System ("Customer").

The purpose of this Order Form is bulleted below and is effective as of the date of last signature below (the "OF Effective Date"):

- To renew the following Programs (the "Renewal Programs") for the period from 10/1/2026 to 9/30/2031 (the "Commitment Period"):

StrataJazz Cost Accounting for 25 System Users and 125 Report Users
StrataJazz eLearning for Unlimited System Users

- To purchase Professional Services for the Programs listed below as of the OF Effective Date:

StrataJazz Staff Augmentation – Cost Accounting

1. Fee Schedule for Fees Due Under this Order Form:

Customer commits to paying the fees outlined below for the duration of the Commitment Period:

Renewal Programs Fee Schedule

Description	Due 10/01/2026 for the period 10/01/2026 - 09/30/2027	Due 10/01/2027 for the period 10/01/2027 - 09/30/2028	Due 10/01/2028 for the period 10/01/2028 - 09/30/2029	Due 10/01/2029 for the period 10/01/2029 - 09/30/2030	Due 10/01/2030 for the period 10/01/2030 - 09/30/2031
Renewal Programs Subscription Fee	\$82,090	\$85,374	\$88,789	\$92,341	\$96,034
Total	\$82,090	\$85,374	\$88,789	\$92,341	\$96,034

Staff Augmentation - Cost Accounting Professional Services Fee Schedule

Description	Billed upon the OF Effective Date	Due one (1) year after the OF Effective Date	Due two (2) years after the OF Effective Date	Due three (3) years after the OF Effective Date	Due four (4) years after the OF Effective Date
Staff Augmentation - Cost Accounting Professional Services Fee	\$71,466	\$71,466	\$71,466	\$71,466	\$71,466
Total	\$71,466	\$71,466	\$71,466	\$71,466	\$71,466

2. Professional Services Fees:

Strata agrees to provide the professional services outlined in Exhibit A in exchange for the professional services fee outlined in this Order Form.



3. Grouper Terms and Conditions

The grouper fees outlined in this Order Form are subject to change based on the following: (a) increases in fees from any third parties which Strata utilizes to provide the grouper; (b) annual increases pursuant to the Agreement and/or (c) increases in Customer's admissions and/or outpatient visits as reported by the American Hospital Association. The use of the groupers purchased under this Order Form is limited to only inside the Programs.

4. Additional Terms

The following terms apply to this Order Form, all currently active Order Forms, and any future Order Forms, and shall take precedence over any conflicting terms in the Agreement or any prior or existing Order Form:

Subscriptions shall not automatically renew unless mutually agreed otherwise. Upon renewal, subscription fees will be mutually agreed upon in writing, irrespective of any earlier terms.

5. Definitions

All Capitalized terms used but not defined in this Order Form are defined per the Agreement.



IN WITNESS WHEREOF, the parties have executed this Order Form. The undersigned each individually represents that he or she is duly authorized to execute this Order Form.

STRATA DECISION TECHNOLOGY, LLC

By: _____

Authorized Signature

Name: _____

Title: _____

Date: _____

CUSTOMER:

SALINAS VALLEY MEMORIAL HEALTHCARE SYSTEM

By: _____

Authorized Signature

Name: _____

Title: _____

Date: _____

Exhibit A

Statement of Work

*Monthly cost model configuration and accuracy validation based on Strata best practices and customer nuances.
Annual comprehensive cost model and integrity assessment.*

Hospital Billing & Professional Billing

Cost Model Maintenance

Frequency: Monthly

- a. Cost Model Configuration – Configuration of new accounts, department, job codes, pay codes, and charge codes leveraging Strata best practices, the existing DS data model, and customer specific nuances outlined by your Accounting Subject Matter Expert.
- b. Cost Integrity Assessment – Identification of department level cost outliers based on cost to charge ratios and % of cost ratios. Strata will incorporate configuration changes each month based on customer feedback and current cost accounting methodologies.
- c. Cost Summary Report & Review - Delivery and review of monthly cost summary report outlining cost model changes, accuracy and cost outliers.
- d. Annual Cost Review – review of cost model configuration and cost accuracy reasonability, summarization and presentation of findings including recommendations for opportunity areas. Configuration review includes direct vs. Indirect expense assignments, variability analysis, cost component structure, best practices for overhead allocations/statistics, charge allocation configuration, and Activity Based Costing. Cost accuracy review includes both department and charge level analysis direct cost as a % of total cost, indirect cost as a percent of total cost, total cost to charge, and cost component as a percent of total cost.

Ad-Hoc Reporting Support - 1/2 day (4 hours) per quarter of ad-hoc reporting support to meet financial and operational reporting needs. Response and turnaround times for reporting support align the Strata support standards.

CUSTOMER PROJECT RESPONSIBILITIES

- 1. Costing** - Provide SME insights into unique financial system, accounting configuration, and EHR patient data to increase cost accuracy as well as reconciliation reports needed.
- 2. Analytics:** Provide source system reconciliation reports for expense and net revenue reconciliations.
- 3. General:** Consistent participation in summary meetings and follow-ups.

CUSTOMER RESPONSIBILITIES - SERVICES OUT OF SCOPE

- **Data Administration** - Data integration feed monitoring and resolution of upload failures. Monthly reconciliation of Decision Support data sets including GL, Payroll, Statistics, and Patient Data to source systems.

COST MODEL MAINTENANCE STANDARD PRACTICE:

A monthly calendar will be established at the beginning of the project to specify delivery dates for the standard deliverables. The General Ledger (GL) close and subsequent import of data will drive the calendar activities. Strata is committed to providing timely turnaround times in addition to quality deliverables. We are committed to providing an initial cost model within 5 business days of a defined GL close/import date. In lieu of a defined GL close/import date the initial cost model design will be provided within 5-7 business days. While these timelines are formal commitment, our team will provide expedited turnaround times whenever possible. Customer feedback/signoff timelines will be established as a part of the requirements gathering process. If customer feedback is not received in accordance with the timelines established Strata will configure based on best practice. Additional feedback will be incorporated into the next month unless critical. Our goal is to have trusted and reliable cost that can be used to drive financial performance.

Once a fiscal year has been costed and rolled over to the next year, our standard services include one iteration of re-costing the prior year. Additional iterations are subject to additional fees.

Due to the variability in accounting practices costing will be calculated quarterly in the first quarter of a new fiscal year. If desired the unit cost from the prior year can be applied to patient activity in the first 2 months of the new fiscal year until the newly calculated fiscal year cost becomes available.

ENHANCEMENT PROJECTS

Enhancement and/or expansion projects will be scoped separately from this engagement. Large scale projects may result in additional maintenance fees – additional maintenance fees needed for professional costing will be scoped alongside the professional billing implementation or separately post-implementation. We will partner with the client in good faith to scope both the implementation and any additional maintenance fees associated with these projects prior to the engagement understanding not all projects will result in increased maintenance fees.

TRAINING & TRANSITION

If the client would like to take ownership of the services outlined in this engagement as a part of the engagement scope, they must notify Strata within 120 days of the engagement end date. This 120-day period will be used to outline and execute a transition plan to set up the client for success in performing the administration and maintenance activities previously owned by Strata without jeopardizing the system stability and integrity. It is highly recommended that future client system administrator completes the relevant StrataJazz certification programs within 90 days of the engagement end which allows for a 3-month transition of responsibilities. A typical transition plan includes 1 month of system maintenance shadowing, 1 month of Strata Staff Augmentation elbow to elbow support, and 1 month of reactive support. Once complete the client will leverage support@stratadecision.com for future needs/support. Training & transition needs not communicated within the 120 days will be supported via a separate service engagement.

Agenda Item: **Consider Recommendation for Board Approval of the Primary Transformer Equipment Replacement Project Budget and the Purchase of the Primary Transformer from MGM Transformers**

Executive Sponsor: Clement Miller, COO
Bradley McCoy, VP Facilities, Construction and Real Estate

Date: September 21, 2026

Executive Summary

SVH Administration requests that the SVH Finance Committee recommend to the Board approval for the purchase and installation of a new primary electrical transformer. Salinas Valley Health Medical Center's primary electrical transformer is 33 years old, and equipment testing shows that it is due for replacement due to aging/degrading insulation. The cost of replacement is **\$789,000**. By owning the primary transformer, Salinas Valley Health receives reduced electricity rates which have saved over \$8M over the transformer's lifetime.

Background/Situation/Rationale

The primary transformer is the main electrical feed to the entire medical center. It converts utility-grid high voltage (12,000v) to building-distribution level (480v). This equipment is located in the energy yard on south side of the medical center building. The existing primary transformer has achieved a successful useful lifespan at 33 years old, and has been attentively maintained with preventive maintenance every two years, cleanings, and enclosure repairs to prevent contamination. It is, however, showing its age. Recent preventive maintenance tests have demonstrated dropping insulation resistance measurements caused by degrading insulation. Replacement has been recommended because this is a signal for the end of a transformer's reliable life.



Timeline

October 2026	Submit Purchase order to MGM Transformers, initiate design phase and HCAI permit
February 2027	Recommendation to award construction bid
April 2027	Expected transformer delivery (24-week lead-time)
July 2027	Expected project completion

Strategic Plan Alignment

The purpose of this purchase is to ensure continuing reliable electrical service to the SVH Medical Center building for the next 30 years.

Pillar/Goal Alignment

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

Financial Implications

Budget:

Key Contract Terms	Vendor: MGM Transformers
1. Proposed effective date	October 1, 2026
2. Term of agreement	Warranty period: 12 months after energization
3. Renewal terms	N/A one-time purchase agreement
4. Termination provision(s)	Seller may terminate for nonpayment Buyer may cancel for convenience with refund dependent on production status
5. Payment Terms	Net 60 days
6. Annual cost	N/A one-time purchase agreement
7. Cost over life of agreement	\$221,792.00
8. Budgeted (indicate y/n)	Yes (2026-023)

Recommendation

SVH Administration requests that the SVH Finance Committee recommend to the SVH Board of Directors to approve (i) the Primary Transformer Equipment Replacement project budget in the amount of \$789,000 and (ii) the capital equipment purchase from MGM Transformers for the 2500kVA Dry Substation in the amount of \$221,792.00.

Attachments

Attachment 1: RFP Evaluation Scorecard for transformer equipment purchase
 Attachment 2: Project Budget
 Attachment 3: Equipment Quote

ATTACHMENT 1

Evaluation Scorecard

Primary Transformer Replacement Equipment (1- least; 3- best score)

Evaluation Criteria	MGM Transformers	OLSUN Electrics
Enclosure dimensions match existing equipment	3	1
Cost	2	2
Score Total (sum)	5	3

MGM Transformers meets key criteria better than OLSUN Electrics:

- MGM accommodates custom sizing request to match existing footprint
 - Same make & model as existing transformer
- Cost difference between MGM transformer and OLSUN Electrics transformer is negligible (2%)

Project Budget

Client: Salinas Valley Health
 Project Address: 450 E Romie, Salinas CA
 Delivery Method: Multiple Prime Stipulated Sum
 Date Issued 8/14/2026
 Project Scope: Primary Transformer Equipment (2026-023)
 Project Pricing Phase: Concept Phase
 Projected Schedule: 12 Months

PROJECTED

Line	Description	Quantity	UoM	Unit Rate	Total
1.	INDIRECT CONSTRUCTION COSTS & RESERVES				
2.	Consulting Engineers (Electrical Engineer + Structural Engineer)	1.0	AL	\$ 90,000	\$ 90,000
3.	Geotech + Coring for Verification of Existing Structure	1.0	AL	\$ 15,000	\$ 15,000
4.	HCAI Fees	1.0	AL	\$ 50,000	\$ 50,000
5.	Special Inspection + IOR	5.0	Mons	\$ 5,000	\$ 25,000
6.	Program Management + Construction Supervision	12.0	Mons	\$ 7,000	\$ 84,000
7.	Arc Flash Labeling (Exempt)	0.0	EX	\$ -	\$ -
8.	Power System Testing (Breakers)	1.0	EA	\$ 15,000	\$ 15,000
9.	SUBTOTAL FOR INDIRECT COSTS & RESERVES				\$ 279,000
10.					
11.	DIRECT CONSTRUCTION COSTS				
12.	Construction				
13.	2500 kVA Dry Substation	1.0	LS	\$ 250,000	\$ 250,000
14.	Shipping + Taxes	1.0	AL	\$ 8,000	\$ 8,000
15.	Crane Pick + JLB Offloading	1.0	LS	\$ 15,000	\$ 15,000
16.	Fabrication of Sheetmetal Bus duct Encasement	1.0	AL	\$ 18,000	\$ 18,000
17.	Flex Connects + Terminations (All labor furnished by SVH Operating Engineers)	1.0	LS	\$ 50,000	\$ 50,000
18.	Electrical Allowance	1.0	AL	\$ 25,000	\$ 25,000
19.	Concrete Pad Enhancements	1.0	AL	\$ 15,000	\$ 15,000
20.	Seismic Implementation	1.0	AL	\$ 19,000	\$ 19,000
21.					
22.	SUBTOTAL FOR DIRECT CONSTRUCTION COSTS				\$ 400,000
23.					
24.	PROJECT CONTINGENCY				\$ 110,000
25.					
26.	ESTIMATE TOTAL				\$ 789,000

- 27.
28. Qualifications:
29. Monterey County Prevailing Wage Rates Apply pursuant to healthcare district requirements
30. Excludes hazardous material abatement
31. Excludes escalation, architectural Services
32. Excludes any fees or projected scope from PGE
33. Excludes upgrading mechanical or plumbing utility service connections from source
34. Excludes electrical upgrades to panel service; assumes circuit breakers and conductors are adequately sized for upgraded components
35. Excludes cost for temporary utilities, power, lighting, water or heat. Typically provided by Owner at no cost to Contractor.
36. Excludes ancillary renovations to bring existing facility into compliance with current Title 24 Requirements including
37. ADA barrier removal.
38. Excludes fire alarm and fire sprinkler alterations, design, permitting, and testing.
- 39.



Prepared For:
Edges Electrical Group - Salinas, CA
7 WORK CIRCLE
SALINAS, California 93901 United States

Attention:
Lawrence Hadley
loh@hmattos.com

Prepared By:
MGM Transformer Co.
5701 Smithway Street
City of Commerce, CA 90040 United States

Contact Your Sales Rep:
Raymond Tarin
raymond.tarin@mgmtransformers.com

Products	Lead Time	Unit Price	Quantity	Total Price
(A) 2500 kVA Dry Substation Phase: 3 Frequency: 60 Conductor: Copper C Rise: 80 High Voltage: 12000 D; 60kV BIL Low Voltage: 480Y/277; 10kV BIL Class: AA K Factor: K-1 Enclosure: NEMA 3R	24-26 weeks	\$221,792.00	1	\$221,792.00
Grand Total			1	\$ 221,792.00

(A) 2500 kVA Dry Substation

CATEGORY	FEATURES
Product Specifications	Phase: 3 Frequency: 60 Conductor: Copper C Rise: 80 High Voltage: 12000 D; 60kV BIL Low Voltage: 480Y/277; 10kV BIL Class: AA K Factor: K-1 Enclosure: NEMA 3R
High Voltage	• High Voltage Taps - 2.5%, 2A2B • HV bus to end • 15" wide HV full height air terminal chamber for bottom cable entry
Low Voltage	• LV bus to end
Core & Coil	• Standard Impedance per ANSI Recommendations • DOE 2016 Compliant • HV & LV Bus details per customer provided drawings
Physical Environment	• ANSI IEEE Standard Sound Level • Standard elevation 3300ft.
Enclosure	• Case US108 Dimensions: 110"H x 108"W x 66"D • Continuous ground bus - 600 Amp minimum • Special Dimensions: 108"H x 108"W (+ 15"ATC = 123" x 64"D base (+ 6" for N3R louvers = 70") • Transformer provided with an Outdoor NEMA 3R enclosure.
Testing	• Routine tests per ANSI C57.12.01 are included.
Remarks	• Standard Warranty per Seller's Terms & Conditions • Freight: FOB Factory (Prepaid & Allowed within the contiguous 48 states and Canada) • Transformer assembly is UL Listed. • Transformer has a 220°C Insulation System. • VPI (Vacuum-Pressure Impregnated) Polyester Resin Windings • Price is based strictly on providing ratings, features, options and construction as described on this quotation only. • Recommended clearances from walls or other obstructions required for access and ventilation: Front = 36", Top = 18", Rear = 12" (36" for maintenance purposes).

Clarifications

MGM Terms and Conditions

Lead Times	Lead times above commence after release of the order, based on current production levels. Actual lead times are dependent on available production space at time of order entry and/or release to manufacturing. Contact your salesperson at the time of order to verify lead times.
Terms	NET 60 DAYS - Subject to Standard MGM-Terms-and-Conditions
Prices Firm	Prices quoted are valid for 30 days. Please validate prices for all orders received 30 days past quotation date. Any order not shipped within (9) nine months ARO is subject to price adjustment.
Warranty	Unless otherwise specified, this quotation includes MGM Standard Conditions of Sale and Warranty.
Tariffs	In the event that, after the Effective Date, any tariffs or duties (collectively, "Tariffs") applicable to the Goods increase, the Seller may notify the Buyer of such change. The Seller must provide reasonable documentation demonstrating that the Tariffs increase affects the cost of the Goods. This notice and supporting documentation must be delivered within a reasonable period following the enactment, adoption, promulgation, issuance, modification, repeal, cancellation, or rescission of the applicable Tariff, even if the Tariff change becomes effective at a later date. Includes tariff impact as of 8/18.

Concluding Remarks

This Quotation is based on information supplied to our factory which may not be complete or correct, and therefore represents our best interpretation of this information. It is the customer's responsibility to review the quotation for compliance, exceptions / deviations and clarifications to the specifications as detailed in this quotation. Verbal specifications are subject to revision upon receipt of written specification. Any change in the requirements may result in voiding this quotation. All clerical errors are subject to correction.

The successful operation of any transformer depends on various factors such as installation, loading, service condition, and maintenance. Electrical systems in which transformers, along with vacuum or SF circuit breakers, are used are capable of high frequency over-voltages which will not be suppressed by lightning arresters. These medium voltage systems may require a detailed, high frequency overvoltage system analysis and/or the addition of high frequency overvoltage protection. The transformer should be installed in conditions as specified in ANSI/IEEE Section c57.12.01 Usual Service Conditions, unless the transformer is designed specifically for operation in conditions other than the usual service conditions.

Revisions

Revision 5:
Revision 4: Updated pricing for 00577-R2
Revision 3: Adding Flex Braids for adder
Revision 2: Update 4/27/2026
Revision 1: Custom enclosure details

Finance Committee Board Paper

Agenda Item: **Consider Recommendation for Board Approval of Design Development and Equipment Procurement Budget, Equipment Purchase and a Service Maintenance Agreement for the 240 San Jose Mammography Equipment Replacement Project**

Executive Sponsors: Clement Miller, Chief Operating Officer
John Kazel, Director of Imaging Services

Date: September 4, 2026

Executive Summary

Salinas Valley Health is seeking approval to advance the design and procurement of new imaging equipment for the Nancy Ausonio Mammography Center. This phased project modernizes critical infrastructure by replacing four existing imaging platforms, converting an office into a fifth licensed exam room, and expanding the Tech Work Area. The initial funding request of \$2,960,000 secures the new imaging equipment and enables the design team to prepare the project for contractor bidding. This authorization includes equipment procurement, architectural and engineering design services, and necessary permitting and consulting fees. Following the bid process, a subsequent request will be brought to the Board to fund the construction phase and to authorize the award of construction services contract.

Background

Salinas Valley Health purchased the current Hologic mammography equipment in 2018. At that time the organization brought in the most up to date equipment available to support mammography screening that Hologic had to offer. We are now seeking to upgrade the imaging technology to Hologic's Envision ENV-SYS-STD. Prior to this request the team looked at mammography equipment from GE and Hologic and the decision was made to stick with the equipment vendor that the staff and physicians have been accustomed to utilizing. In addition to updating the equipment, it's been determined that the service line has grown leading the organization to repurpose a current office into a new exam room, increasing available mammography suites from four to five, further expanding our ability to service the community needs.

Timeline

November 2026	Schematic Design
January 2027	Construction Documents finalized for Permitting
March 2027	Design and Agency Permitting
May 2027	Solicitation for Construction Bids
July 2027	Board Approval of Total Project Cost and Award of Construction Contract
August 2027	Construction Notice to Proceed

Meeting our Mission, Vision, Goals—Strategic Plan Alignment

This investment directly advances Salinas Valley Health's mission and strategic priorities by strengthening access, quality, innovation, and the long-term sustainability of breast health services for our community. Replacing four mammography systems approaching end of life in 2028, while adding a fifth system, proactively modernizes critical infrastructure and expands capacity to meet growing demand.

The investment builds upon our recent expansion of Mammography Center operating hours and introduces state-of-the-art imaging and AI-enabled technology to further enhance clinical quality, efficiency, diagnostic capabilities, and the patient experience. Together, these investments position Salinas Valley Health to meet the high-quality breast health care needs of our community while ensuring timely access to advanced, high-quality care close to home.

Pillar/Goal Alignment: ☒ Service ☐ People ☒ Quality ☐ Finance ☒ Growth ☐ Community

Financial/Quality/Safety/Regulatory Implications

	Hologic 3Dimensions & Envision Platforms
1. One Time Cost	Total equipment quote is \$2,569,121.44.
2. Payment Terms	Net 45 Days, Vizient GPO Contract and Hologic Standard Terms & Conditions.
3. Warranty Terms	Standard one (1) year parts and labor warranty for Hologic; separate one (1) year product warranty for the Bayer MEDRAD systems.
4. Renewable Terms	Genius AI Detection Pro License is active for 36 months post-installation (non-refundable upfront fee); general Hologic subscriptions carry an initial 12-month term.
5. Service Agreement	Preferred Advantage Plan quote is \$1,234,500. Total 4-year term initiating automatically upon Year 1 warranty expiration.

Recommendation

SVH Administration requests the Finance Committee recommend to the SVH Board of Directors (i) to approve the initial design development, permitting and equipment procurement budget of \$2,960,000 for the 240 San Jose Mammography Equipment Replacement project, (ii) authorize equipment purchase for the Hologic 3Dimensions & Envision Platforms package in the amount of \$2,569,121.44, and (iii) enter into a 4-year Hologic Preferred Advantage service agreement totaling \$1,234,500 commencing after the equipment's one-year warranty period.

Attachments

Attachment 1	Q-453401 Hologic Equipment Quote
Attachment 2	Q-495288 Service Agreement Quote
Attachment 3	Budget Estimate through Permitting



Purchase Quotation

PLEASE REFER TO THIS NUMBER ON
ALL CORRESPONDENCES AND ORDERS

Quote #: Q-453401

Status: Approved

Quote Expiration Date: 9/25/2026

TO:

CUSTOMER NAME	CUSTOMER NUMBER
NANCY AUSONIO MAMMOGRAPHY CENTER	134986
BILL TO ADDRESS	SHIP TO ADDRESS
PO BOX 3827 SALINAS CA US 93912	240 SAN JOSE ST SALINAS California US 93901

TAX INFO:

Hologic is required by law to collect all state and local taxes on all sales. If an exemption certificate is not provided by customer at time of order, final invoices will include these amounts. Many states require both specific operator qualifications and/or licensing and registration of x-ray devices. Hologic is not responsible for fulfilling customer's regulatory obligations.

This Quotation is based on the information known by Hologic regarding your needs and is subject to change or withdrawal by Hologic prior to acceptance. Notwithstanding the foregoing, Hologic may cancel any signed Quotation and/or Customer submitted purchase order if Customer does not take delivery of the Products quoted within one (1) year of execution. This Quotation and the governing terms as noted herein shall supersede all other quotations, agreements, understandings, warranties and representations, whether written or oral, between us, and may be accepted only in accord with their terms. In the event of a conflict between this Quotation and the governing terms, this Quotation shall prevail. To accept, please have an authorized representative sign this Quotation and/or submit a purchase order to your Hologic Representative or to BSH Sales Support as listed below:

BSH Sales Support:

HOLOGIC SALES AND SERVICE, LLC

250 Campus Drive

Marlborough, MA 01752

Fax: (203) 731-8463

BSHSalesSupportUS@hologic.com

ATTN: John Kazel

Phone: 8317593092

Fax:

Email:

jkazel@salinasvalleyhealth.com

Quote Date	Requested Date	Hologic Representative	Quote Currency
10/28/2025	9/19/2025	Jacob Anderson jacob.anderson@hologic.com +1-530-601-7443	U.S. Dollar

Summary of Governing Terms/Contracts	Contract Number	FOB	Payment Terms	Freight Terms
Hologic Std T&C*		ORIGIN	45 NET	NO CHARGE
VIZIENT (XR0653) - MAMMO	XR0653	ORIGIN	45 NET	NO CHARGE

3 Dimensions Mammography Platform
Needle Loc Biopsy and CEM

Qty	Product Name	Description	List Price	Unit Price	Extended Price
1	3DM-SYS-STD	3DIMENSIONS MAMMOGRAPHY SYSTEM 3D US	\$850,000.00	\$416,120.00	\$416,120.00
1	PRD-04420	HIGH RESOLUTION READY DETECTOR	Included	Included	Included
1	3DM-KIT-ERGO-XRAY	3DM UAWS ERGONOMIC UPGRADE	\$11,900.00	\$5,511.00	\$5,511.00
1	DIM-LIC-I2D3DQ	INTELLIGENT 2D AND 3DQUORUM LICENSES FOR NEW 3DIMENSIONS SYSTEM	\$93,600.00	\$54,000.00	\$54,000.00
1	3DQ-TRAIN-INIT-01	3DQUORUM, INITIAL TRAINING, VIDEO-ON-DEMAND, UNLIMITED TECHNOLOGISTS AND PHYSICIANS	Included	Included	Included

Quote #: Q-453401-1

Qty	Product Name	Description	List Price	Unit Price	Extended Price
1	DIM-LIC-GAIDPRO-CLD	GENIUS AI® DETECTION PRO LICENSE WITH CLOUD (FOR ONE NEW DIMENSIONS SYSTEM)	\$77,900.00	\$48,384.00	\$48,384.00
1	GAIDPRO-TRAIN-INIT-01	GENIUS AI® DETECTION PRO, INITIAL TRAINING, ON-DEMAND, UNLIMITED TECHNOLOGISTS AND PHYSICIANS	Included	\$0.00	Included
1	DIM-LIC-IVIEW-ACB	I-VIEW 2.0 AND AFFIRM CONTRAST BIOPSY LICENSES	\$144,000.00	\$94,500.00	\$94,500.00
1	SDM-TRAIN-INIT-06	TECHNOLOGIST, CONTRAST-ENHANCED MAMMOGRAPHY, INITIAL TRAINING, 1 DAY, 1 SITE, MAX 5 TECHNOLOGISTS	Included	Included	Included
1	ACB-TRAIN-INIT-01	AFFIRM CONTRAST BIOPSY TRAINING, INITIAL, 1 DAY, 1 SITE, MAX 3 TECHNOLOGISTS & 3 PHYSICIANS	Included	Included	Included
1	BYR-STELLANT	MEDRAD® Stellant FLEX CT Injection System for Mammography	\$52,570.00	\$36,000.00	\$36,000.00
1	BYR-STELLANT-SYR-LG	Box of 20 150mL Stellant FLEX dual syringe kits large spike	\$484.00	\$426.44	\$426.44
1	DIM-KIT-NLOC	DIMENSIONS NEEDLE LOCALIZATION KIT	\$11,900.00	\$6,117.00	\$6,117.00
3	ASY-04662	RACK, PADDLE STORAGE	\$475.00	\$356.00	\$1,068.00
1	PHANTOM-ACR-156	ACR 156 PHANTOM	\$1,230.00	\$923.00	\$923.00
1	PHANTOMCASE-ACR-156	ACR 156 PHANTOM CASE	\$357.00	\$300.00	\$300.00
1	SVC-SDM-OPT-BTO	CONFIGURE SYSTEM OUTPUT TO BTO FORMAT	Included	Included	Included
1	DIM-TRAIN-APPS-INIT	TECHNOLOGISTS, DIMENSIONS, INITIAL TRAINING, 2 DAYS, 1 SITE, MAX 5 TECHNOLOGISTS	Included	Included	Included
1	DIM-TRAIN-PHY-INIT	MEDICAL PHYSICIST, DIMENSIONS, INITIAL TRAINING, 8 HRS (5 HRS LIVE - 3 HRS ONLINE TRAINING), 1 SITE, MAX 2 PHYSICISTS	Included	Included	Included
1	DIM-TRAIN-RAD-INIT	RADIOLOGISTS, TOMOSYNTHESIS, INITIAL TRAINING, 8 HOURS VIRTUAL TRAINING, 14 RADIOLOGISTS	Included	Included	Included
1	TRADE-HOLX_SDM3D	TRADE-IN OF HOLOGIC SELENIA DIMENSIONS 3D SYSTEM (INSTALLED AND FUNCTIONING)	Included	\$-55,000.00	-\$55,000.00
1	SCRAP-TIER1-FEE-BSH	SCRAPPING FEE IS APPLICABLE TO TIER1 BSH CAPITAL ITEMS	\$2,500.00	\$2,500.00	\$2,500.00
1	MOVE-PERIPH-02	PERIPHERALS /OTHER (PER ITEM) - MOVE WITHOUT GANTRY (SV, AWM,AFFRIM UPRIGHT, CAD, DIGITIZER ETC..)	\$2,240.00	\$2,240.00	\$2,240.00
3 Dimensions Mammography Platform Needle Loc Biopsy and CEM TOTAL:					\$613,089.44

Envision 1

Qty	Product Name	Description	List Price	Unit Price	Extended Price
1	ENV-SYS-STD	ENVISION MAMMOGRAPHY PLATFORM	\$1,160,000.00	\$563,000.00	\$563,000.00
1	ASY-12149	ASSY, DETECTOR/GRID, ORYX	Included	Included	Included
1	ENV-LIC-GAIDPRO-CLD	GENIUS AI® DETECTION PRO LICENSE WITH CLOUD (FOR ONE NEW ENVISION PLATFORM)	Included	\$0.00	Included
1	GAIDPRO-TRAIN-INIT-01	GENIUS AI® DETECTION PRO, INITIAL TRAINING, ON-DEMAND, UNLIMITED TECHNOLOGISTS AND PHYSICIANS	Included	\$0.00	Included
3	ASY-04662	RACK, PADDLE STORAGE	\$475.00	\$356.00	\$1,068.00
1	ENV-TRAIN-APPS-INIT	TECHNOLOGISTS, ENVISION, INITIAL TRAINING, 2 DAYS, 1 SITE, MAX 5 TECHNOLOGISTS	Included	\$0.00	Included
1	ENV-TRAIN-PHY-INIT	MEDICAL PHYSICIST, ENVISION, INITIAL TRAINING, 8 HRS (5 HRS LIVE - 3 HRS ONLINE TRAINING), 1 SITE, MAX 2 PHYSICISTS	Included	\$0.00	Included
1	DIM-TRAIN-RAD-INIT	RADIOLOGISTS, TOMOSYNTHESIS, INITIAL TRAINING, 8 HOURS VIRTUAL TRAINING, 14 RADIOLOGISTS	Included	\$0.00	Included

Qty	Product Name	Description	List Price	Unit Price	Extended Price
1	TRADE-HOLX_SDM3D-02	TRADE-IN OF HOLOGIC SELENIA DIMENSIONS 3D SYSTEM (INSTALLED AND FUNCTIONING)	Included	\$-55,000.00	-\$55,000.00
1	SCRAP-TIER1-FEE-BSH	SCRAPPING FEE IS APPLICABLE TO TIER1 BSH CAPITAL ITEMS	\$2,500.00	\$2,500.00	\$2,500.00
Envision 1 TOTAL:					\$511,568.00

Envision 2

Qty	Product Name	Description	List Price	Unit Price	Extended Price
1	ENV-SYS-STD	ENVISION MAMMOGRAPHY PLATFORM	\$1,160,000.00	\$563,000.00	\$563,000.00
1	ASY-12149	ASSY, DETECTOR/GRID, ORYX	Included	Included	Included
1	ENV-LIC-GAIDPRO-CLD	GENIUS AI® DETECTION PRO LICENSE WITH CLOUD (FOR ONE NEW ENVISION PLATFORM)	Included	\$0.00	Included
1	GAIDPRO-TRAIN-INIT-01	GENIUS AI® DETECTION PRO, INITIAL TRAINING, ON-DEMAND, UNLIMITED TECHNOLOGISTS AND PHYSICIANS	Included	\$0.00	Included
3	ASY-04662	RACK, PADDLE STORAGE	\$475.00	\$356.00	\$1,068.00
1	ENV-TRAIN-APPS-INIT	TECHNOLOGISTS, ENVISION, INITIAL TRAINING, 2 DAYS, 1 SITE, MAX 5 TECHNOLOGISTS	Included	\$0.00	Included
1	ENV-TRAIN-PHY-INIT	MEDICAL PHYSICIST, ENVISION, INITIAL TRAINING, 8 HRS (5 HRS LIVE - 3 HRS ONLINE TRAINING), 1 SITE, MAX 2 PHYSICISTS	Included	\$0.00	Included
1	DIM-TRAIN-RAD-INIT	RADIOLOGISTS, TOMOSYNTHESIS, INITIAL TRAINING, 8 HOURS VIRTUAL TRAINING, 14 RADIOLOGISTS	Included	\$0.00	Included
1	TRADE-HOLX_SDM3D-02	TRADE-IN OF HOLOGIC SELENIA DIMENSIONS 3D SYSTEM (INSTALLED AND FUNCTIONING)	Included	\$-55,000.00	-\$55,000.00
1	SCRAP-TIER1-FEE-BSH	SCRAPPING FEE IS APPLICABLE TO TIER1 BSH CAPITAL ITEMS	\$2,500.00	\$2,500.00	\$2,500.00
Envision 2 TOTAL:					\$511,568.00

Envision 3

Qty	Product Name	Description	List Price	Unit Price	Extended Price
1	ENV-SYS-STD	ENVISION MAMMOGRAPHY PLATFORM	\$1,160,000.00	\$563,000.00	\$563,000.00
1	ASY-12149	ASSY, DETECTOR/GRID, ORYX	Included	Included	Included
1	ENV-LIC-GAIDPRO-CLD	GENIUS AI® DETECTION PRO LICENSE WITH CLOUD (FOR ONE NEW ENVISION PLATFORM)	Included	\$0.00	Included
1	GAIDPRO-TRAIN-INIT-01	GENIUS AI® DETECTION PRO, INITIAL TRAINING, ON-DEMAND, UNLIMITED TECHNOLOGISTS AND PHYSICIANS	Included	\$0.00	Included
3	ASY-04662	RACK, PADDLE STORAGE	\$475.00	\$356.00	\$1,068.00
1	ENV-TRAIN-APPS-INIT	TECHNOLOGISTS, ENVISION, INITIAL TRAINING, 2 DAYS, 1 SITE, MAX 5 TECHNOLOGISTS	Included	\$0.00	Included
1	ENV-TRAIN-PHY-INIT	MEDICAL PHYSICIST, ENVISION, INITIAL TRAINING, 8 HRS (5 HRS LIVE - 3 HRS ONLINE TRAINING), 1 SITE, MAX 2 PHYSICISTS	Included	\$0.00	Included
1	DIM-TRAIN-RAD-INIT	RADIOLOGISTS, TOMOSYNTHESIS, INITIAL TRAINING, 8 HOURS VIRTUAL TRAINING, 14 RADIOLOGISTS	Included	\$0.00	Included
1	TRADE-HOLX_SDM3D-02	TRADE-IN OF HOLOGIC SELENIA DIMENSIONS 3D SYSTEM (INSTALLED AND FUNCTIONING)	Included	\$-55,000.00	-\$55,000.00

Qty	Product Name	Description	List Price	Unit Price	Extended Price
1	SCRAP-TIER1-FEE-BSH	SCRAPPING FEE IS APPLICABLE TO TIER1 BSH CAPITAL ITEMS	\$2,500.00	\$2,500.00	\$2,500.00
Envision 3 TOTAL:					\$511,568.00

GAID PRO Connectivity

Qty	Product Name	Description	List Price	Unit Price	Extended Price
1	GAIDPRO-CLD	GENIUS AI® DETECTION PRO CLOUD DEPLOYMENT	Included	Included	Included
1	PACSW-S-APP-GAIDPRO-UP	GENIUS AI® DETECTION PRO USER INTERFACE INSTALL ON ONE THIRD-PARTY PACS WORKSTATION	Included	\$0.00	Included
GAID PRO Connectivity TOTAL:					\$0.00

Envision 4 (Net New Room)

Qty	Product Name	Description	List Price	Unit Price	Extended Price
1	ENV-SYS-STD	ENVISION MAMMOGRAPHY PLATFORM	\$1,160,000.00	\$563,000.00	\$563,000.00
1	ASY-12149	ASSY, DETECTOR/GRID, ORYX	Included	Included	Included
1	ENV-LIC-GAIDPRO-CLD	GENIUS AI® DETECTION PRO LICENSE WITH CLOUD (FOR ONE NEW ENVISION PLATFORM)	Included	\$0.00	Included
1	GAIDPRO-TRAIN-INIT-01	GENIUS AI® DETECTION PRO, INITIAL TRAINING, ON-DEMAND, UNLIMITED TECHNOLOGISTS AND PHYSICIANS	Included	\$0.00	Included
3	ASY-04662	RACK, PADDLE STORAGE	\$475.00	\$356.00	\$1,068.00
1	ENV-TRAIN-APPS-INIT	TECHNOLOGISTS, ENVISION, INITIAL TRAINING, 2 DAYS, 1 SITE, MAX 5 TECHNOLOGISTS	Included	\$0.00	Included
1	ENV-TRAIN-PHY-INIT	MEDICAL PHYSICIST, ENVISION, INITIAL TRAINING, 8 HRS (5 HRS LIVE - 3 HRS ONLINE TRAINING), 1 SITE, MAX 2 PHYSICISTS	Included	\$0.00	Included
1	DIM-TRAIN-RAD-INIT	RADIOLOGISTS, TOMOSYNTHESIS, INITIAL TRAINING, 8 HOURS VIRTUAL TRAINING, 14 RADIOLOGISTS	Included	\$0.00	Included
Envision 4 (Net New Room) TOTAL:					\$564,068.00

Hologic Loyalty and Volume Discount

Qty	Product Name	Description	List Price	Unit Price	Extended Price
1	BSH-VOLUME-DISCOUNT	BSH PORTFOLIO VOLUME DISCOUNT	Included	-\$74,240.00	-\$74,240.00
1	HLX-AI-LOYALTY-DISCOUNT	Hologic AI LOYALTY DISCOUNT. Please see the Product Long Description for terms and conditions.	Included	-\$68,500.00	-\$68,500.00
Hologic Loyalty and Volume Discount TOTAL:					-\$142,740.00

*To the extent this Quotation contains any Professional Services for Equipment relocation or clinical training, such Professional Services shall be governed by the Hologic Professional Services Terms and Conditions (US Customers), available at <https://www.hologic.com/hologic-master-sales-terms-conditions>. To the extent this Quotation contains any Products with Product Name UA-SUB-SW-0001, UA-SW-002, UEQ-SUB, DIM-LIC-QT-SUB (collectively "Subscription Products"), such Subscription Products shall be governed by the Hologic Subscription Terms and Conditions US, available at <https://www.hologic.com/hologic-master-sales-terms-conditions>, and the Effective Term for said Subscription Products shall be a twelve (12) month period beginning on the date of designated Equipment for such Subscription

Software. Otherwise, any Products with Governing Terms listed as "Hologic Std T&C" shall be governed by the Hologic Sales Terms and Conditions US, available at <https://www.hologic.com/hologic-master-sales-terms-conditions>.

List Price Total:	USD 5,903,306.00
Discount:	USD 3,334,184.56
Total Quote Price:	USD 2,569,121.44
Final Quote Price:	USD 2,569,121.44

Customer agrees to keep the discount price provided to them in this Quotation or agreement confidential and not disclose it to anyone other than as required by law or court order.

Included in the purchase of the Envision system quoted herein, Customer will receive all FDA-approved and commercially released Upgrades (as defined in Hologic's Sales Terms and Conditions, available at <https://www.hologic.com/hologic-sales-terms-conditions>) at no additional charge if such Upgrade is available prior to December 31, 2025. The provision and installation of any Upgrades is contingent upon whether such Upgrade receives FDA approval and is subsequently commercially released. There are no guarantees that such Upgrade will be approved and released within the time period referenced herein, and Hologic makes no commitment and assumes no obligation to the contrary.

The following additional terms and conditions apply to the purchase of a Genius AI Detection PRO license:

1. License Term.

Genius AI Detection PRO is sold as a temporary software license valid for use only on the Equipment upon which it is originally installed. The term of the license will begin upon installation of the Genius AI Detection PRO software and will terminate thirty-six (36) months thereafter (the "License Term"). The License Term will not automatically renew. Following expiration of the License Term, and upon reasonable notice, Customer will allow Hologic access to the Equipment to de-install the license.

2. License Term Fee.

Customer will pay an up-front, non-refundable fee for use of the Genius AI Detection PRO license for each License Term in accordance with the pricing and payment terms provided on the Quotation.

3. Installation.

Installation of the Genius AI Detection PRO license will be performed remotely. Subject to availability, Hologic may provide in-person installation for a separate professional services fee. Genius AI Detection PRO may not be compatible with other AI, CAD, or breast density solutions, including prior versions of Genius AI Detection, Quantra, and ImageChecker. In order to operate to specifications, it may be necessary to de-install such software upon installation of Genius AI Detection PRO. Please consult your Hologic representative for more information.

4. License Transfers.

Customer may transfer the Genius AI Detection PRO license to a different system upon payment of a one-time license transfer fee. License transfers will not extend the original License Term, unless otherwise noted on the applicable quotation. If Customer trades-in to Hologic any system containing an active Genius AI Detection PRO license and purchases a new mammography system which also includes a new Genius AI Detection PRO license, then the remainder of the License Term for Customer's original Genius AI Detection PRO license will be added to the Genius AI Detection PRO License Term included with Customer's new purchase.

5. Updates.

Hologic will make available maintenance and support updates ("Updates") which revise or correct errors or safety issues at no charge during the License Term. Updates may be deployed remotely and automatically at a frequency determined by Hologic. Customer's use of Genius AI Detection PRO constitutes consent to Hologic deploying the Updates without additional Customer approval prior to implementation. Customer may opt-out of such automatic Updates by providing Hologic with advanced written notice. Hologic will provide reasonable notice prior to implementing any Updates.

6. Warranty.

Hologic warrants Genius AI Detection PRO will perform substantially in accordance with published specifications during the License Term. The limited warranty provided in this section will not apply if Genius AI Detection PRO (a) is not used in accordance with published specifications, (b) is modified by anyone other than Hologic or its agents and representatives, (c) is operated with any third-party products not authorized or validated by Hologic, or (d) is not running the latest Updates made available by Hologic or its agents and representatives.

7. Internet Connection.

The Genius AI Detection PRO license requires an active internet connection and Unifi Connect to function properly. Hologic will not be responsible for Customer's inability to access or use the Genius AI Detection PRO license if such inability was caused by a disruption in internet connection.

The BSH Portfolio Volume Discount for multi-product purchases is offered to Customer for purchase of the Products herein. Customer is prohibited from returning any Portfolio Volume Discount products purchased hereunder except as outlined in the applicable terms and conditions.

Title Transfer

The undersigned NANCY AUSONIO MAMMOGRAPHY CENTER ("Transferor"), for valuable consideration hereby transfer title for property defined as:

3 Dimensions Mammography Platform
Needle Loc Biopsy and CEM

Product Name	Trade-In Manufacturer	Trade-In Serial #
TRADE-HOLX_SDM3D	Hologic	SDM131700367

Envision 1

Product Name	Trade-In Manufacturer	Trade-In Serial #
TRADE-HOLX_SDM3D-02	Hologic	SDM131700349

Envision 2

Product Name	Trade-In Manufacturer	Trade-In Serial #
TRADE-HOLX_SDM3D-02	Hologic	SDM131700380

Envision 3

Product Name	Trade-In Manufacturer	Trade-In Serial #
TRADE-HOLX_SDM3D-02	Hologic	SDM131700412

to Hologic Sales and Service, LLC of 250 Campus Drive, Marlborough, MA 01752, effective as of date of the actual pick-up of the property by Hologic Sales and Service, LLC.

If applicable, Transferor acknowledges as such consideration a trade-in credit value of

US \$ _____ (if known) toward purchase of a Hologic Model _____

Transferor warrants in regard to the property being transferred that:

1. Transferor is the legal owner,
2. Transferor will defend the title against any and all claims and demands of all persons,
3. Transferor will take all further steps necessary to effectively transfer ownership to Hologic Sales and Service, LLC, at no cost or expense to Hologic Sales and Service, LLC, and
4. It is free from all liens and encumbrances
5. All patient data stored within the hard drive(s) of transferred property has been removed from all data storage devices in accordance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Health Information Technology for Economic and Clinical Health of 2009 ("HITECH") regulations implemented by the U.S Dept. of Health and Human Services.
6. The transferred property has been thoroughly cleaned and, if property has been in contact with potentially infectious materials (blood, blood products or other potentially infectious materials), it must be decontaminated in accordance with OSHA 29 CFR 1910.1030 "Bloodborne Pathogens." If it is not feasible to fully decontaminate the equipment, the equipment must be clearly labeled with a warning sign that indicates the possible presence of blood/body fluids. Decontamination must be done with an appropriate EPA approved disinfectant - <https://www.epa.gov/pesticide-registration/selected-epa-registered-disinfectants>).

If Transferor and Hologic are parties to a Service Agreement providing maintenance and repair services for the property being transferred herein, then this Title Transfer shall serve as an amendment to said Service Agreement terminating coverage with respect

Quote #: Q-453401-1

to the transferred property. The termination of coverage shall be effective as of the date of the actual pick-up of the property by Hologic Sales and Service, LLC.

To HAVE AND TO HOLD the same, with the rights, privileges, and appurtenances thereof, unto Hologic Sales and Service, LLC, its successors and assigns, forever, to its own use and behalf.

Upon receipt of a purchase order and/or signed Quote, your Hologic team will work collaboratively on an installation timeline.

Sales Orders that are requested to be cancelled within forty-five (45) days of the confirmed installation date must be approved by Hologic and may be subject to a cancellation fee of ten percent (10%) of the total Quote price for the items contained herein.

Once the installation confirmation is provided by Hologic, all requests to reschedule an installation within seven (7) business days of the confirmed installation date may be subject to a rescheduling fee of \$2,500.00 USD.

Please provide the Shipping and Billing address here if different from the quote address above
(If this section is left blank, the product will ship and bill to the addresses printed at the top)

Shipping Address

Billing Address:

_____	_____
_____	_____
_____	_____

_____ I will issue a PO for this purchase. Please do not ship the Products until a PO is issued.

_____ I will not issue a PO for this purchase. A PO is not required for shipment and invoicing. Please ship the Products based on this signed Quotation.

Accepted and agreed to:

Customer (by its authorized representative)	
Name	Title
Signature	Date

Product Name	Long Description
3DM-SYS-STD	3Dimensions™ mammography system for Genius®3D Mammography screening and diagnostic mammography with 2D capabilities. Includes Hologic Clarity HD™ technology and SmartCurve™ breast stabilization system. Upgradeable to interventional imaging. INCLUDES: X-ray Gantry: • Generator: Fully integrated constant potential, high frequency, inverter type. • Detector: Hologic Clarity HD High-resolution enabled detector. • X-ray Tube: Tungsten, bi-angular, high speed, high heat capacity. • X-ray Filters: Rhodium, silver, aluminum. • Anti-scatter Grid: Auto-retracting linear grid. • Dual-function gantry footswitches (2).. Adjustable-height Acquisition Workstation: • CPU: High-performance computer, multi-core Intel-based CPU, minimum 32 GB RAM, minimum 4 TB disk, Windows 10/64, high-performance NVIDIA GPU. • Includes DVD +/- R/W. • User Interface: 1.2 MP color LCD touchscreen. • Image Review: 21.3" 3 MP, medical-grade color, DICOM monitor, double-jointed articulating arm. • Full X-ray shield, X-ray exposure footswitch, pull-out keyboard drawer, keyboard and mouse, Uninterruptible Power Supply (UPS). 3Dimensions System Software: • User access control, patient and study selection, imaging procedure selection and definition, X-ray parameter control, image review and acceptance/rejection, quality control. • Licenses: Hologic Clarity HD Imaging, Tomosynthesis Imaging, SmartCurve System, Diagnostic Imaging, Dynamic Tube Head Motion, Advanced Connectivity, Bi-directional Communication (Notices). Connectivity: • DICOM: Modality work list, storage, storage commitment, query/retrieve, print. • IHE Profiles: Scheduled workflow, patient information reconciliation, mammography image. • Advanced Connectivity: Ability for the system to participate in DICOM Modality Performed Procedure Step (MPPS) transactions and to output DICOM Radiation Dose Structured Report (RDSR) objects to third-party dose aggregation and reporting systems. The MPPS and RDSR capabilities can be enabled and disabled independently. Accessories: • SmartCurve System (3): Small 18 x 24 cm, large 24 x 29 cm, Mini 18 x 4. • Screening Paddles (3): 18 x 24 cm, 24 x 29 cm, small breast. • Diagnostic Paddles (5): Frameless spot contact, 7.5 cm spot contact, 10 cm spot contact, 10 cm magnification, 7.5 cm spot magnification. • Magnification stand with platform, flat field phantom and case, ACR tomosynthesis geometry calibration phantom, Dimensions interconnect cable kit, 2D fixed face shield, retractable 3DMammography face shield. User, service, maintenance, and QC manuals. MammoPad® Breast Cushion trial box Installation: Installation by Hologic certified technicians. Warranty: Standard one-year parts and labor warranty. Warranty service coverage is Monday-Friday from 8:00 am to 5:00 pm local time. CONDITIONS: • Required but independently sold software features are not included gratis under Hologic Warranty, Hologic Service Contracts that include software upgrades, and must be ordered separately. • Required system software updates that are included under Hologic Warranty, or Hologic Service Contracts will be provided at no charge.

Product Name	Long Description
PRD-04420	Hologic 3D Mammography™ high-resolution ready digital image receptor for 3Dimensions™ mammography systems or Selenia® Dimensions® systems. INCLUDES: • Digital Image Receptor • Amorphous selenium, TFT • Structure: Single 24 x 29 cm plate • Image Matrix Sizes: 2560 x 3328 (18 x 24 cm); 3328 x 4096 (24 x 29 cm) •Pixel Size: 0.070 mm • Limiting Spatial Resolution: 7.1 lp/mm. (Hologic Clarity HD license purchase required to enable Clarity HD high-resolution imaging on 3D Performance and Dimensions 6000 and 9000 systems. This license is included with a 3Dimensions system.)
3DM-KIT-ERGO-XRAY	Provides an integrated ergonomic package for the 3Dimensions™ system. Includes: • Fingerprint reader for quick biometric login of the technologist, manager or other site personnel • Powered memory height adjust • Bar code scanner Note: • Kit only available for 3Dimensions systems

Product Name	Long Description
DIM-LIC-I2D3DQ	3DQuorum® and Intelligent 2D® technology for new 3Dimensions™ systems. 3DQuorum technology utilizes Genius AI®-powered analytics to uniquely reconstruct 1mm high-resolution 3D™ data to produce 6mm high-resolution SmartSlices. SmartSlices are designed to expedite reading time by reducing the number of images to review. Intelligent 2D technology generates 70µm resolution synthesized 2D images that are smart mapped to the 3D™ data. INCLUDES: • 3DQuorum and Intelligent 2D software licenses. REQUIREMENTS: • Hologic Clarity HD® high resolution 3D™ imaging technology. • Tomosynthesis license. • High-performance AWS computer (provided if needed). • Dimensions software minimum version 1.10/2.1 with Windows 10 OS. • BTO image data format is required for 3DQuorum technology. 3DQuorum software is unable to process SCO data. NOTES: • Hologic SecurView® workstation software 10.4 minimum. • For customers reading on PACS workstations minimum requirements will vary depending on the vendor. • Licenses are non-transferable to other mammography systems. • The licenses do not extend the Dimensions system warranty. New hardware, if needed, has a replacement part warranty as per Hologic Sales Terms and Conditions.
3DQ-TRAIN-INIT-01	3DQuorum™ imaging technology training provided via Video-On-Demand from www.hologic.com/training and/or for physicians from HologicAce.com. The Hologic Ace portal also has a DICOM viewer and images for physicians to review. Training may be accessed at any time for unlimited staff for an unlimited period. Initial training is included in the purchase price of your license.

Product Name	Long Description
DIM-LIC-GAIDPRO-CLD	Genius AI® Detection PRO solution is a concurrent reading and reporting aid for physicians interpreting mammograms. This software license is intended for use with compatible Dimensions full-field digital mammography and digital breast tomosynthesis systems. INCLUDES: • Genius AI Detection PRO solution 3-year, term-based software license • Coverage includes all software updates and upgrades commercially released during the 3-year period. Excludes third-party software updates and security patches, such as Microsoft Windows security updates and antivirus software. • On-demand webinar training available REQUIREMENTS: • Unifi Connect platform strongly recommended on gantry INSTALLATION: • Remote installation is included • Onsite installation support may require an additional fee
GAIDPRO-TRAIN-INIT-01	Initial training is provided On-Demand from www.hologic.com/training and/or for physicians from HologicAce.com. Training may be accessed at any time for unlimited staff for an unlimited period. Initial training is included in the purchase price of your license.
DIM-LIC-IVIEW-ACB	The I-View™ 2.0 and Affirm® Contrast Biopsy Licenses provide Contrast Enhanced Mammography (CEM) and Contrast Enhanced Biopsy (CEB) for one (1) new Selenia® Dimensions® system, or one (1) 3Dimensions™ system. INCLUDES: • Contrast enhanced mammography and contrast enhanced biopsy software licenses • Copper filter REQUIREMENTS: • Dimensions software minimum v. 1.12/2.3.0 with Windows 10 OS • Selenia Dimensions/3Dimensions system with Diagnostic license installed • HDT detector • Affirm Breast Biopsy Guidance System
SDM-TRAIN-INIT-06	Technologist training for I-View™ contrast-enhanced mammography including both didactic instruction and hands-on clinical patient examinations. Initial training is included in the purchase price of your license. • One 1-day session of technologist onsite applications training with clinical patients scheduled in the afternoon. For maximum of 5 technologists based on training effectiveness and space limitations. • Additional sessions may be needed. For additional groups of up to five technologists add purchasable SDM-TRAIN-ADDL-06. • Technologists must be available for the entire training. • Hologic recommends that Radiologists attend the course "Contrast-enhanced Mammography" available from www.ICPME.us. Please note: Cancellation must be made 6 business days prior to the confirmed and scheduled training start date. Fee for cancellation within 6 business days of confirmed training is \$2,000.

Product Name	Long Description
ACB-TRAIN-INIT-01	Training for Affirm™ contrast biopsy including both didactic instruction and hands-on clinical patient examinations. Initial training is included in the purchase price of your license. • One 1-day session of onsite applications training with clinical patients scheduled in the afternoon. For maximum of 3 technologists and 3 physicians based on training effectiveness and space limitations. • Additional sessions may be needed. For additional groups add purchasable ACB-TRAIN-ADDL-02. • Participants must be available for the entire training. • Please refer to the CEB Preparation Guide and Agenda for Applications Training for additional information. Please note: Cancellation must be made 6 business days prior to the confirmed and scheduled training start date. Fee for cancellation within 6 business days of confirmed training is \$2,000.
BYR-STELLANT	Stellant FLEX pedestal-mounted injector with Workstation 3.0 display; informatics-ready platform with separate automated Documentation license purchase required. Includes installation, clinical applications training, remote connectivity, and one-year product warranty through Bayer.
BYR-STELLANT-SYR-LG	Two 150 mL syringes, 60" patient tubing with T-connector and prime tube, one large saline spike, one small contrast spike; configuration compatible with bags of saline and bottles of contrast.
DIM-KIT-NLOC	Optional kit for needle localization procedures for 3Dimensions™ systems. Includes: crosshairs paddle, magnification crosshairs paddle, 10 cm open localization paddle, 10 cm open magnification localization paddle.
ASY-04662	Wall-mounted, felt-lined rack for storing system compression paddles. Each rack, sold separately, provides enough storage room for 3-4 compression paddles. Includes: • Paddle storage rack with felt lining • Wall-mounting bracket (installation not included) • Graphic paddle labels Dimensions: • W x H x D: 36 1/4" x 7" x 4" (from the wall) • Minimum Vertical Pitch: 12" to 14" when multiple racks are installed one above another Recommended: • Selenia® Dimension® Avia systems: min. 1 rack • Selenia Dimensions 2D systems: min. 2 racks • Selenia Dimensions 3D™ systems: min. 3 racks • 3Dimensions™ systems: min. 3 racks Requirements: • Must be securely attached to the wall • Must be installed by a professional installer

Product Name	Long Description
PHANTOM-ACR-156	The Mammographic Accreditation Phantom manufactured by Gammex is designed to test the performance of a mammography system's image quality and sensitivity using target objects in the phantom to simulate calcifications, fibrous calcifications in ducts, and tumor masses. The phantom simulates the X-ray attenuation of a 4.2 cm compressed human breast composed of 50% adipose tissue and 50% glandular tissue. Target objects within the phantom range in size, shape, and density, similar to those found clinically. • Breast phantom is compatible with digital and analog equipment. • Approved by ACR for Mammography. Image quality and system sensitivity follow ACR and MQSA guidelines. • Dimensions: Height 1.75 in. (4.5 cm) x width 4 in. (10.2 cm) x depth 4.25 in. (10.8 cm)
PHANTOMCASE-ACR-156	Compact and lightweight carrying case with shoulder strap designed with custom foam cutouts to hold each of the Gammex 156 phantom's components to help protect them during transport and storage. • Material: Outer case black Cordura, inside black nylon, foam lining • Dimensions: Exterior 9 x 6 x 4 in., interior 8.63 x 5.5 x 3.5 in. • Weight: 0.5 lbs.
SVC-SDM-OPT-BTO	This configuration enables output of tomosynthesis slices in DICOM Breast Tomosynthesis Image Object form. Use of this configuration will first require an integrated planning team, including your IT department, Hologic and other vendors, to work together to ensure that your enterprise is ready for use of the tomosynthesis data in DICOM Breast Tomosynthesis Image Object form. The completion of critical feasibility questions included in Hologic's Enterprise Survey will guide the team through understanding any infrastructure requirements and changes necessary. Note: While a preliminary check by your Hologic representatives may have allowed the ability to quote this output configuration, completion of the Enterprise Survey is required before Dimensions Tomosynthesis system or option is enabled. Software and hardware upgrades may be required. Hologic makes no guarantees of software and hardware performance for products not associated to Hologic. By signing this quote, the customer agrees that the completion of purchase of the accompanying Hologic products shall not be contingent on the implementation of this no-charge configuration. Requires: • Completion of Hologic Enterprise Survey by site personnel in conjunction with Hologic representatives • PACS system including Deep Archive capable of storing / retrieving DICOM Breast Tomosynthesis Image Objects and with suitable storage capacity • Softcopy review workstation capable of displaying DICOM Breast Tomosynthesis Image Objects

Product Name	Long Description
DIM-TRAIN-APPS-INIT	Technologist training for a new 3Dimensions™ or Selenia® Dimensions® system. Initial training is included in the purchase price of your system. Training duration to be determined by customer needs up to 2 days. • One session of technologist onsite applications training or other clinical support for maximum of 5 technologists based on training effectiveness and space limitations. • Additional sessions may be needed. For additional groups of up to 5 technologists add purchasable DIM-TRAIN-APPS-ADDL. • Online CEU courses required prior to onsite training. • Video training available during and post training. • Onsite portion of training or other clinical support must be completed within 24 months of equipment installation. Required FDA training: • FFDM accreditation is required: apply to the ACR or your State for FFDM certification. • Once FFDM accredited, contact the MQSA FFDM Certification Extension Program for Tomosynthesis. • Sites must obtain ACR or State FFDM accreditation before using the tomosynthesis modality. Please note: Cancellation must be made 6 business days prior to the confirmed and scheduled training start date. Fee for cancellation within 6 business days of confirmed training is \$2,000.
DIM-TRAIN-PHY-INIT	Medical physicists training for a 3Dimensions™ or Selenia® Dimensions® system. Initial training is included in the purchase price of your system and is valued at \$1,500 (unused training cannot be deducted from your purchase price). Five (5) hours of live tomosynthesis training for up to 2 medical physicists with a Field Service Engineer during the installation of the system and access to Hologic's 3-hour online tomosynthesis training course for medical physicists to fulfill the 8-hour FDA requirement. See course description for more details and requirements. Visit www.hologic.com/training for a complete list of Hologic educational opportunities. Please note: Cancellation must be made 6 business days prior to the confirmed and scheduled training start date. Fee for cancellation within 6 business days of confirmed training is \$2,000.
DIM-TRAIN-RAD-INIT	Radiologist training for new 3Dimensions™ or Selenia® Dimensions® system(s). Initial training is included in the purchase price of your system and is valued at \$5,250 (unused training cannot be deducted from your purchase price). Access to Hologic's virtual tomosynthesis training course for up to 14 radiologists. This program fulfills the 8-hour FDA training requirement. See course description for more details and requirements. Visit www.hologic.com/training for a complete list of Hologic educational opportunities.
SCRAP-TIER1-FEE-BSH	SCRAPPING FEE IS APPLICABLE TO TIER1 BSH CAPITAL ITEMS FOR ALL RELATED COSTS INCLUDING BUT NOT LIMITED TO SCRAP FEE, DISPOSAL FEE, HANDLING FEE AND OTHERS.
MOVE-PERIPH-02	"Includes de-installation, physical professional moving, re-installation, testing, and connectivity (same customer) for Securview, Advanced Workflow Manager, Affirm Upright, CAD, Digitizer systems including any associated licenses."

Product Name	Long Description
ENV-SYS-STD	Envision™ mammography platform for high-resolution 3D screening and diagnostic mammography with 2D capabilities. Includes SmartCurve™ breast stabilization system, Intelligent 2D™ imaging technology, and 3DQuorum® technology. INCLUDES: X-ray Gantry and Envision System Software: • Generator: Fully integrated constant potential, high frequency, inverter type. • Hologic high-resolution enabled detector: Provides 70-micron high-resolution 3D data. • X-ray Tube: Tungsten, bi-angular, high speed, high heat capacity, with proprietary Focusing Technology. • X-ray Filters: Rhodium, silver, aluminum, and copper. • Anti-scatter Grid: Auto-retracting linear grid. • Dual-function gantry footswitches (2). • User access control, patient and study selection, imaging procedure selection and definition, X-ray parameter control, image review and acceptance/rejection, quality control. • Software Licenses: High-Resolution Tomosynthesis Imaging with integrated proprietary Focusing Technology, SmartCurve Breast Stabilization System, Intelligent 2D imaging technology, 3DQuorum technology, Diagnostic Imaging, Dynamic Tube Head Motion, Advanced Connectivity, Bi-directional Communication (Notices). Adjustable-height Acquisition Workstation: • CPU: High-performance computer, multi-core Intel-based CPU, minimum 32 GB RAM, minimum 4 TB disk, Windows 10/64, high-performance NVIDIA GPU. • USB interface connection for DVD +/- R/W (2). • Control Monitor: 2MP color LCD touchscreen display. • Image Display Monitor: 21.3" 3 MP, medical-grade color, DICOM monitor with double-jointed articulating arm. • Full X-ray shield, X-ray exposure footswitch and hand switch, pull-out keyboard drawer, integrated paddle storage, keyboard and mouse, Uninterruptible Power Supply (UPS), fingerprint reader, biometric login, powered memory height adjustment, barcode reader. Connectivity: • DICOM: Modality work list, storage, storage commitment, query/retrieve, print. • IHE Profiles: Scheduled workflow, patient information reconciliation, mammography image. • Advanced Connectivity: Ability for the system to participate in DICOM Modality Performed Procedure Step (MPPS) transactions and to output DICOM Radiation Dose Structured Report (RDSR) objects to third-party dose aggregation and reporting systems. The MPPS and RDSR capabilities can be enabled and disabled independently. Accessories: • SmartCurve Breast Stabilization System paddles (3): Large 24 x 29 cm, Small 18 x 24 cm, and Mini 18 x 8 cm. • Screening Paddles (3): 24 x 29 cm, 18 x 24 cm, Small Breast. • Diagnostic Paddles (5): Frameless Spot Contact, 7.5 cm Spot Contact (for use during QC testing only), 10 cm Spot Contact, 15 cm Contact, 10 cm Magnification, 7.5 cm Spot Magnification. • Other: Magnification stand with platform, flat field phantom and case, geometry calibration phantom, Envision mammography platform interconnect cable kit. User, service, maintenance & QC manuals • Shields: Envision 3D Mammography face shield, retractable. • MammoPad® Breast Cushion trial box. • Hologic Platinum Marketplace: Access to a comprehensive co-operative marketing program focused on business growth through patient and referring physician education. Online entry into the program will be provided once the order is placed and the online initiation form completed at hologicmarketplace.com/user/register. Installation: Installation by Hologic certified technicians. Warranty: Standard one-year parts and labor warranty. Warranty service coverage is Monday-Friday from 8:00 am to 5:00 pm local time. CONDITIONS: • Required but independently sold software features are not included gratis under Hologic Warranty, or Hologic Service Contracts that include software upgrades, and must be ordered separately. • Required system software updates that are included under Hologic Warranty, or Hologic Service Contracts will be provided at no charge.

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ASY-12149	Hologic 3D Mammography™ high-resolution ready digital image receptor for Envision™ mammography platforms. Includes: Anti-scatter Grid Digital Image Receptor • Amorphous Selenium, TFT • Structure: Single 24 x 29 cm plate • Image Matrix Sizes: 2560 x 3328 (18 x 24 cm); 3328 x 4096 (24 x 29 cm) • Pixel Size: 0.070 mm • Limiting Spatial Resolution: 7.1 lp/mm
ENV-LIC-GAIDPRO-CLD	Genius AI® Detection PRO solution is a concurrent reading and reporting aid for physicians interpreting mammograms. This software license is intended for use with compatible Envision full-field digital mammography and digital breast tomosynthesis platforms. INCLUDES: • Genius AI Detection PRO solution 3-year, term-based software license • Coverage includes all software updates and upgrades commercially released during the 3-year period. Excludes third-party software updates and security patches, such as Microsoft Windows security updates and antivirus software. • On-demand webinar training available REQUIREMENTS: • Unifi Connect platform strongly recommended on gantry INSTALLATION: • Remote installation is included • Onsite installation support may require an additional fee
GAIDPRO-TRAIN-INIT-01	Initial training is provided On-Demand from www.hologic.com/training and/or for physicians from HologicAce.com. Training may be accessed at any time for unlimited staff for an unlimited period. Initial training is included in the purchase price of your license.

Product Name	Long Description
ASY-04662	Wall-mounted, felt-lined rack for storing system compression paddles. Each rack, sold separately, provides enough storage room for 3-4 compression paddles. Includes: • Paddle storage rack with felt lining • Wall-mounting bracket (installation not included) • Graphic paddle labels Dimensions: • W x H x D: 36 1/4" x 7" x 4" (from the wall) • Minimum Vertical Pitch: 12" to 14" when multiple racks are installed one above another Recommended: • Selenia® Dimension® Avia systems: min. 1 rack • Selenia Dimensions 2D systems: min. 2 racks • Selenia Dimensions 3D™ systems: min. 3 racks • 3Dimensions™ systems: min. 3 racks Requirements: • Must be securely attached to the wall • Must be installed by a professional installer
ENV-TRAIN-APPS-INIT	Training for the Envision mammography platform. One, 2-day session [16 hours] of initial onsite applications training for a maximum of 5 technologists based on training effectiveness and space limitations. Training must be completed within 24 months from date of purchase. Initial training is included in the purchase price of your system and unused training cannot be deducted from your purchase price. Required by FDA prior to training: • FFDM accreditation is required: apply to the ACR or your State for FFDM certification. • Once FFDM accredited, contact the MQSA FFDM Certification Extension Program for Tomosynthesis. • Sites must obtain ACR or State FFDM accreditation before using the tomosynthesis modality. Please note: Cancellation must be made 6 business days prior to the confirmed and scheduled training start date. Fee for cancellation within 6 business days of confirmed training is \$2,000.
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DIM-TRAIN-RAD-INIT	Radiologist training for new 3Dimensions™ or Selenia® Dimensions® system(s). Initial training is included in the purchase price of your system and is valued at \$5,250 (unused training cannot be deducted from your purchase price). Access to Hologic's virtual tomosynthesis training course for up to 14 radiologists. This program fulfills the 8-hour FDA training requirement. See course description for more details and requirements. Visit www.hologic.com/training for a complete list of Hologic educational opportunities.

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GAID PRO Connectivity

Product Name	Long Description
GAIDPRO-CLD	Tracker for cloud option to host Genius AI® Detection PRO solution. INCLUDES: • Coverage includes all software updates and upgrades commercially released as long as there is an active Genius AI Detection PRO software license. Excludes third-party software updates and security patches, such as Microsoft Windows security updates and antivirus software. REQUIREMENTS: • Recommended specifications to be provided INSTALLATION: • Remote installation is included • Onsite installation support may require an additional professional services fee
PACSWWS-APP-GAIDPRO-UP	Standalone application to display Genius AI® Detection PRO solution outputs when purchased with a Genius AI Detection PRO license for use on a third-party PACS workstation.

Product Name	Long Description
ENV-SYS-STD	Envision™ mammography platform for high-resolution 3D screening and diagnostic mammography with 2D capabilities. Includes SmartCurve™ breast stabilization system, Intelligent 2D™ imaging technology, and 3DQuorum® technology. INCLUDES: X-ray Gantry and Envision System Software: • Generator: Fully integrated constant potential, high frequency, inverter type. • Hologic high-resolution enabled detector: Provides 70-micron high-resolution 3D data. • X-ray Tube: Tungsten, bi-angular, high speed, high heat capacity, with proprietary Focusing Technology. • X-ray Filters: Rhodium, silver, aluminum, and copper. • Anti-scatter Grid: Auto-retracting linear grid. • Dual-function gantry footswitches (2). • User access control, patient and study selection, imaging procedure selection and definition, X-ray parameter control, image review and acceptance/rejection, quality control. • Software Licenses: High-Resolution Tomosynthesis Imaging with integrated proprietary Focusing Technology, SmartCurve Breast Stabilization System, Intelligent 2D imaging technology, 3DQuorum technology, Diagnostic Imaging, Dynamic Tube Head Motion, Advanced Connectivity, Bi-directional Communication (Notices). Adjustable-height Acquisition Workstation: • CPU: High-performance computer, multi-core Intel-based CPU, minimum 32 GB RAM, minimum 4 TB disk, Windows 10/64, high-performance NVIDIA GPU. • USB interface connection for DVD +/- R/W (2). • Control Monitor: 2MP color LCD touchscreen display. • Image Display Monitor: 21.3" 3 MP, medical-grade color, DICOM monitor with double-jointed articulating arm. • Full X-ray shield, X-ray exposure footswitch and hand switch, pull-out keyboard drawer, integrated paddle storage, keyboard and mouse, Uninterruptible Power Supply (UPS), fingerprint reader, biometric login, powered memory height adjustment, barcode reader. Connectivity: • DICOM: Modality work list, storage, storage commitment, query/retrieve, print. • IHE Profiles: Scheduled workflow, patient information reconciliation, mammography image. • Advanced Connectivity: Ability for the system to participate in DICOM Modality Performed Procedure Step (MPPS) transactions and to output DICOM Radiation Dose Structured Report (RDSR) objects to third-party dose aggregation and reporting systems. The MPPS and RDSR capabilities can be enabled and disabled independently. Accessories: • SmartCurve Breast Stabilization System paddles (3): Large 24 x 29 cm, Small 18 x 24 cm, and Mini 18 x 8 cm. • Screening Paddles (3): 24 x 29 cm, 18 x 24 cm, Small Breast. • Diagnostic Paddles (5): Frameless Spot Contact, 7.5 cm Spot Contact (for use during QC testing only), 10 cm Spot Contact, 15 cm Contact, 10 cm Magnification, 7.5 cm Spot Magnification. • Other: Magnification stand with platform, flat field phantom and case, geometry calibration phantom, Envision mammography platform interconnect cable kit. User, service, maintenance & QC manuals • Shields: Envision 3D Mammography face shield, retractable. • MammoPad® Breast Cushion trial box. • Hologic Platinum Marketplace: Access to a comprehensive co-operative marketing program focused on business growth through patient and referring physician education. Online entry into the program will be provided once the order is placed and the online initiation form completed at hologicmarketplace.com/user/register. Installation: Installation by Hologic certified technicians. Warranty: Standard one-year parts and labor warranty. Warranty service coverage is Monday-Friday from 8:00 am to 5:00 pm local time. CONDITIONS: • Required but independently sold software features are not included gratis under Hologic Warranty, or Hologic Service Contracts that include software upgrades, and must be ordered separately. • Required system software updates that are included under Hologic Warranty, or Hologic Service Contracts will be provided at no charge.

Product Name	Long Description
ASY-12149	Hologic 3D Mammography™ high-resolution ready digital image receptor for Envision™ mammography platforms. Includes: Anti-scatter Grid Digital Image Receptor • Amorphous Selenium, TFT • Structure: Single 24 x 29 cm plate • Image Matrix Sizes: 2560 x 3328 (18 x 24 cm); 3328 x 4096 (24 x 29 cm) • Pixel Size: 0.070 mm • Limiting Spatial Resolution: 7.1 lp/mm
ENV-LIC-GAIDPRO-CLD	Genius AI® Detection PRO solution is a concurrent reading and reporting aid for physicians interpreting mammograms. This software license is intended for use with compatible Envision full-field digital mammography and digital breast tomosynthesis platforms. INCLUDES: • Genius AI Detection PRO solution 3-year, term-based software license • Coverage includes all software updates and upgrades commercially released during the 3-year period. Excludes third-party software updates and security patches, such as Microsoft Windows security updates and antivirus software. • On-demand webinar training available REQUIREMENTS: • Unifi Connect platform strongly recommended on gantry INSTALLATION: • Remote installation is included • Onsite installation support may require an additional fee
GAIDPRO-TRAIN-INIT-01	Initial training is provided On-Demand from www.hologic.com/training and/or for physicians from HologicAce.com. Training may be accessed at any time for unlimited staff for an unlimited period. Initial training is included in the purchase price of your license.

Product Name	Long Description
ASY-04662	Wall-mounted, felt-lined rack for storing system compression paddles. Each rack, sold separately, provides enough storage room for 3-4 compression paddles. Includes: • Paddle storage rack with felt lining • Wall-mounting bracket (installation not included) • Graphic paddle labels Dimensions: • W x H x D: 36 1/4" x 7" x 4" (from the wall) • Minimum Vertical Pitch: 12" to 14" when multiple racks are installed one above another Recommended: • Selenia® Dimension® Avia systems: min. 1 rack • Selenia Dimensions 2D systems: min. 2 racks • Selenia Dimensions 3D™ systems: min. 3 racks • 3Dimensions™ systems: min. 3 racks Requirements: • Must be securely attached to the wall • Must be installed by a professional installer
ENV-TRAIN-APPS-INIT	Training for the Envision mammography platform. One, 2-day session [16 hours] of initial onsite applications training for a maximum of 5 technologists based on training effectiveness and space limitations. Training must be completed within 24 months from date of purchase. Initial training is included in the purchase price of your system and unused training cannot be deducted from your purchase price. Required by FDA prior to training: • FFDM accreditation is required: apply to the ACR or your State for FFDM certification. • Once FFDM accredited, contact the MQSA FFDM Certification Extension Program for Tomosynthesis. • Sites must obtain ACR or State FFDM accreditation before using the tomosynthesis modality. Please note: Cancellation must be made 6 business days prior to the confirmed and scheduled training start date. Fee for cancellation within 6 business days of confirmed training is \$2,000.
ENV-TRAIN-PHY-INIT	"Medical Physicist training for the Envision mammography platform. Initial training is included in the purchase price of your platform. Eight (8) hours of Hologic tomosynthesis educational training for a maximum of 2 physicists per site. This consists of three (3) hours of online tomosynthesis training for medical physicists to fulfill the 8-hour FDA requirement and five (5) hours of QC training with a Field Service Engineer. Online education must be completed within 24 months of equipment installation. QC education must be completed at the time of equipment installation. See course description for more details and requirements. Visit www.hologic.com/training for a complete list of Hologic educational opportunities. Please note: Cancellation must be made 6 business days prior to the confirmed and scheduled training start date. Fee for cancellation within 6 business days of confirmed training is \$2,000"
DIM-TRAIN-RAD-INIT	Radiologist training for new 3Dimensions™ or Selenia® Dimensions® system(s). Initial training is included in the purchase price of your system and is valued at \$5,250 (unused training cannot be deducted from your purchase price). Access to Hologic's virtual tomosynthesis training course for up to 14 radiologists. This program fulfills the 8-hour FDA training requirement. See course description for more details and requirements. Visit www.hologic.com/training for a complete list of Hologic educational opportunities.

Hologic Loyalty and Volume Discount

Product Name	Long Description
HLX-AI-LOYALTY-DISCOUNT	Customers who purchase 2 or more AI software receive an additional discount.



California Radiation Control Regulations Requirements Form

NOTICE OF REQUIREMENT TO REGISTER FACILITY & EQUIPMENT

Section 30118(4)(b) of the California Code of Regulations requires “the vendor shall inform the receiver of each machine of the registration requirements of Section 30108 of these regulations”. Therefore, Hologic, Inc. is notifying you of the following:

Facility & Equipment Registration:

California state law requires facilities & equipment to be registered within thirty (30) days of acquisition of x-ray equipment with the state Department of Health Services. This includes modifications to the facility and/or addition of new equipment. (See California Code of Regulations, Sections 30108 through 30146).

Certain counties require notification and/or inspections prior to installation. You may also have to register with your local Dept. of Health Services.

Bone Density Equipment (Operators)

A radiologist with a Radiology Supervisor license or a physician with a Radiography Supervisor license, a CRT, or a RT can operate the DXA machine. Non-licensed and non-RT operators are required to obtain a Limited Permit to operate an X-ray Bone Densitometer. Please call the California Department of Health Services, Phone: (916)327-5106, to obtain an x-ray bone densitometry limited permit application form. To obtain a Limited Permit operators are required to attend a training program approved by the State of CA, followed by an exam.

It is your responsibility to contact the appropriate state and local agencies to obtain the required forms and instructions. Please see attached page for contact information.

Acknowledgement of notice

Please complete the following information and return to your Hologic, Inc. contact.

Facility Name:			
Street Address:			
City:		Zip Code:	
Name:			
Title:		Phone Number:	
Signature:		Date:	

California Radiation Control Regulations Requirements Form

California

<https://www.cdph.ca.gov/Programs/CEH/DRSEM/Pages/RHB.aspx>

Office	Address	Telephone/Fax Numbers
Radiologic Health Branch Sacramento	Mailing Address: Department of Health Services Radiologic Health Branch PO Box 997414, MS 7610 Sacramento, CA 95899-7414 Physical Address: Department of Health Services Radiologic Health Branch 1500 Capitol Avenue, 5 th Floor, MS 7610 Sacramento, CA 95814-5006	Phone: (916) 327-5106 Fax: (916) 440-7999
Radiologic Health Branch Richmond	850 Marina Bay Parkway, Bldg. P, 1 st Floor Richmond, CA 94804	Phone: (510) 620-3416 Fax: (510) 620-3874
Radiologic Health Branch Brea	500 S. Kraemer Blvd Brea, CA 92821	
	Radioactive Materials (RAM), Suite 235	Phone: (714) 524-1409 Fax: (714) 524-1908
	X-ray (Region 2*), Suite 235	Phone: (714) 524-4450 Fax: (714) 524-1908
	X-ray (Region 5*), Suite 225	Phone: (714) 524-5681 Fax: (714) 524-5682
Radiologic Health Branch Log Angeles County	Radiation Management 3530 Wilshire Boulevard, 9 th Floor Los Angeles, CA 90010	Phone: (213) 351-7897 Fax: (213) 351-2718
Radiologic Health Branch San Diego County	Mailing Address: County of San Diego Department of Environmental Health, Radiological Health Program 5500 Overland Ave, Suite 110 MS O-560 San Diego, CA 92123	Phone: (858) 694-3621 Fax: (858) 694-3629

* **Region 2** serves the following counties:

Inyo, Kern, Kings, Mono, Monterey, San Benito, San Luis Obispo, Santa Barbara, Santa Cruz, Tulare, Ventura.

* **Region 5** serves the following counties:

Imperial, Orange, Riverside, San Bernardino.



Service Quote

Hologic Internal Use Only	
Entered By:	
Date Entered:	
Agreement Number:	
Customer PO:	

Location:
 NANCY AUSONIO MAMMOGRAPHY CENTER
 240 SAN JOSE ST
 SALINAS, CA 93901 US
Account # 134986

Quote #: Q-495288
Quote Date: 9/2/2026
Quote Expiration Date: 12/1/2026

Hologic Rep: Caitlyn Peters
Contract Type: Point of Sale

ATTN: John Kazel

Phone: 8317593092

Fax:

Email: jkazel@salinasvalleyhealth.com

Model	Serial Number	Service Type	Annual List Price	Annual Net Price	Coverage Period	Coverage Period (in years)	Term Price
Envision System		PREFERRED ADVANTAGE PLAN	\$82,300.00	\$61,725.00	TBD	4.00	\$246,900.00
Envision System		PREFERRED ADVANTAGE PLAN	\$82,300.00	\$61,725.00	TBD	4.00	\$246,900.00
Envision System		PREFERRED ADVANTAGE PLAN	\$82,300.00	\$61,725.00	TBD	4.00	\$246,900.00
Envision System		PREFERRED ADVANTAGE PLAN	\$82,300.00	\$61,725.00	TBD	4.00	\$246,900.00
Envision System		PREFERRED ADVANTAGE PLAN	\$82,300.00	\$61,725.00	TBD	4.00	\$246,900.00

Coverage Period begins immediately upon the expiration of the Product Warranty.

Term Discount Total:	(USD 411,500.00)
Agreement Term Price Total:	USD 1,234,500.00

The Agreement is effective upon signature by both parties ("Effective Date"). The terms contained in the B&SH Maintenance & Repair Service Terms, available at [B&SH Maintenance & Repair Service Terms](#) or <https://www.hologic.com/hologic-master-sales-terms-conditions> ("Terms"), Service Quote, Exhibit A, and Exhibit B (Terms, Service Quote, and Exhibits, collectively, **Quote #:** Q-495288

the “Agreement”) shall govern the repair and maintenance services (“Services”) for equipment listed above (“Equipment”) and the use of related Hologic Software (Equipment and Software, collectively “Products”). In the event of a conflict between this Service Quote and the Terms, this Service Quote prevails.

The Agreement terms apply to the entire Coverage Period, even if the Coverage Period pre-dates the Effective Date. If the Quote is for Point of Sale Services, the Coverage Period will begin upon expiration of the applicable Product warranty period. For Point of Sale Services, the initial invoice date shall coincide with the Services start date. Prior to the end of the Coverage Period, this Agreement may be renewed, at a mutually agreed price, by executing an amendment signed by both parties.

Customer Acceptance: By signing below, Customer accepts this Agreement and agrees to be bound by the Terms. This Agreement supersedes all previous proposals for these Services and constitutes the complete and entire agreement between the parties. Any conflicting or additional terms, including those that may appear on a Customer purchase order, are rejected and of no effect unless agreed to in writing by the parties. A failure by either party to pursue an available remedy or enforce a material breach by the opposing party is not a waiver unless agreed to by the parties in writing. This Agreement must be signed by an authorized Customer representative and sent to Hologic with Customer's purchase order within sixty (60) days from the Quote Date stated above unless otherwise specified, and is subject to change or withdrawal by Hologic prior to acceptance by both Parties.

CUSTOMER: NANCY AUSONIO MAMMOGRAPHY CENTER

HOLOGIC SALES AND SERVICE, LLC

Authorized Signature: _____

Authorized Signature: _____

Name: _____

Name: _____

Title: _____ Date: _____

Title: _____ Date: _____

BILL TO ADDRESS:

Hologic Contact:

Address: _____

Name: Caitlyn Peters Phone: _____

City: _____ State: _____ Zip: _____

Email: caitlyn.peters@hologic.com Fax: _____

Indicate Payment Frequency: _____
(Annual, Monthly, Quarterly)

**THIS IS NOT AN INVOICE. INVOICE(S) WILL BE GENERATED FOLLOWING SUBMISSION OF EXECUTED SERVICE AGREEMENT
AT THE TIME THE COVERAGE PERIOD BECOMES EFFECTIVE.**

Hologic is required by law to collect state and local taxes on all sales.
Final invoices will include these amounts unless a valid exemption certificate is provided.

Exhibit A Service Type Coverage

Standard Hours are Monday to Friday, 8am to 5pm local time, exclusive of Hologic-observed holidays.
 Extended Hours are Monday to Friday, 8am to 9pm local time, exclusive of Hologic-observed holidays.
 Coverage Period is stated on the Service Quote for individual Equipment and the applicable Service Type.

Service Type	Coverage Description
PREFERRED ADVANTAGE PLAN	Preferred Advantage Plan (1) (2) (3) (4) (5) (6) (10) Bundle Offering Including Services and Software Coverage (Listed Below) Services include: • Technical support (Telephone and remote diagnostic) twenty-four (24) hours/day, seven (7) days/week, exclusive of Hologic-observed holidays. • All replacement parts including glassware. Includes standard shipping and handling costs to ship such parts to Customer. • Plastics coverage (replacement parts for all paddle plastics and face shields that are broken during the Coverage Period). • Travel time and labor coverage for on-site assistance during Standard Hours. • Same day on-site response for down Equipment during Standard Hours, and on-site emergency coverage for down Equipment, Monday to Friday, 5:00pm to 9:00pm local time, if call is received by Hologic by 2pm local time. If Hologic Field Engineer cannot respond on-site same day for calls received after 2pm local time during Standard Hours, such call will be dispatched the following business day. • Planned Maintenance ("PM") inspections performed in compliance with Hologic recommended cadence during Coverage Period completed on-site during Standard Hours. • Discount of twenty percent (20%) during Coverage Period on the following Professional Services: (i) clinical applications training; (ii) post implementation configuration and connectivity services; and (iii) equipment relocation services. Said discount is non-cumulative and cannot be combined with any other offer or discount in order to apply. Professional Services are provided during Standard Hours in accordance with the terms and conditions of such offerings. • American College of Radiology ("ACR") compliance. • Ninety-five percent (95%) uptime guarantee in accordance with Hologic's Equipment Performance Guarantee, attached hereto and incorporated herein as Exhibit C. Software Coverage includes: • Coverage for Hologic Software including but not limited to Intelligent 2D™ Software, 3D Quorum Software. • All Software Updates and Software Upgrades commercially released during the Coverage Period for the Products/options purchased. Installation during Standard Hours. • Installation is included ONLY IF travel time and labor coverage is in place for the applicable Equipment and will be completed during Standard Hours. If travel time and labor coverage is not in place for the applicable Equipment, travel time and labor will be assessed at rates current one the date of install. • Excludes all software products sold as term-based licenses purchased through a capital sale which is inclusive of service coverage. • Excludes third-party Software updates and security patches, such as Microsoft Windows security updates and antivirus software. • Excludes replacement parts and hardware necessitated by Software Updates and Software Upgrades.

SERVICE TYPE AND COVERAGE NOTES

(1) Requires Customer to provide a network connection for Unifi™ Connect™ SSL remote network access solution for each Product under the following equipment categories: Digital Mammography, Digital CAD, Bone Density, MultiView, and Prima. In the event that the Customer cannot provide such remote access, Hologic may not be able to, and shall not be liable for failure to, meet response times or uptime as specified in the Agreement.

(2) Equipment that is out of Product Warranty and not covered by a current service agreement must conform to Hologic's customary standards of configuration, performance, manner of use, or installation ("Specifications") before Hologic will accept a new Agreement. Customer is responsible for all expenses to bring any such Equipment, components and software into conformance with Specifications at Hologic's prevailing travel time, labor, and parts rates.

(3) Two (2) Preventive Maintenance ("PM") inspections do not apply to (i) Digital CAD Equipment, Trident HD Equipment, or Brevera Equipment, which receives only one (1) PM inspection per year; and (ii) Akrus Chair, MultiView, and Prima Equipment, which do not require a PM inspection.

(4) For each equipment category listed below, glassware shall mean, but is not limited to:

- x-ray tube and digital array detector, for Digital Mammography, Direct Radiography, and Trident Equipment;
- x-ray tube and CCD camera, for Analog Mammography Equipment;
- x-ray tube, high voltage power supply assembly, and image intensifier or flat detector, for Fluoroscan Equipment;
- x-ray tube, high voltage power supply assembly, and array detector, for Bone Density Equipment.
- reusable driver, for Brevera Equipment. Notwithstanding anything to the contrary elsewhere in the Agreement, the reuseable driver is subject to the Reusable Driver Exchange Program. Replacement parts are supplied on an exchange basis; replaced parts removed from the Equipment shall become the property of Hologic.

(5) Platinum Service Type for Prima Equipment excludes Software updates.

(6) Equipment is considered "down" when an Equipment unit, or any function thereof, is inoperable (unavailable to treat or diagnose patients, or with respect to Equipment used by the Customer solely for research projects, cannot be used to perform research). Response to service call for down Equipment due to external failures (e.g., abuse, loss of air-conditioning, power failure, power surges beyond specified equipment tolerances, attempted and/or unauthorized third party repair, all other Acts of God, etc.) may be subject to travel time and labor rates.

(7) Plastics Coverage available at an additional cost.

(8) On-site emergency coverage for down Equipment, Saturday 8:00am to 5:00pm, available at an additional cost

(9) Reusable Driver Exchange Program: Hologic will provide Customer with replacement reusable driver ("Replacement Driver"), including all shipping expenses, in exchange for Customer's reusable driver ("Exchanged Driver"). Upon installation of the Replacement Driver ("Exchange Effective Date"), the Customer shall retain title and right of possession to the Replacement Driver and the Exchanged Driver shall be removed from the Equipment and shall become the sole property of Hologic, with Hologic retaining title and right of possession to the Exchanged Driver. Customer acknowledges and agrees that the Exchanged Driver shall be returned to Hologic within fifteen (15) days of the Exchange Effective Date with a Return Merchandise Authorization ("RMA"). RMA should be requested by calling Hologic at 800-442-9892. Failure to return the Exchanged Driver within allotted time frame may result in additional fees.

(10) "Software Updates" are generally available software modifications that correct errors or address safety or quality issues, such as maintenance-only releases, and bug fixes. "Software Upgrades" are new releases of software that contain enhancements improving functionality or capabilities, which are made commercially available by Hologic. Hologic may, in its sole discretion, determine if a new release is a Software Update or a Software Upgrade. Service coverage for Software Updates and Software Upgrades is determined by the Service Type, or as required by applicable law. Unless otherwise indicated by the Service Type or required by applicable law, Customer must request installation of Software Updates and Software Upgrades during the Coverage Period for coverage.

Agreement Exclusions:

- New or additional hardware that is required to run software updates or upgrades unless Renew Option is purchased.
- All consumables, including, but not limited to, bar code stickers, cleaning supplies, table pads, positioning devices, ink cartridges, exam table paper, batteries, separator sheets, suction cups, test films, ultrasound gel, test fixtures, test phantoms, and printer paper.
- Software Support Service Type excludes installation by a Hologic Field Engineer. Option of installation by Hologic Field Personnel during Standard Hours is available at current travel time and labor rates.
- Precision Service Type excludes travel time, labor or parts expenses that are necessary to bring the Equipment to within Hologic specifications and/or American College of Radiology ("ACR") Compliance. If required, such expenses will be assessed at then-current travel time, labor and parts rates.

Exhibit B

Product Support Information

Product	Support Hours	Phone	Email
Dimensions	7:00am– 8:00pm EST live support (on-call support available 24hours/day, 7 days/week)	877-371-4372	mammosupport@hologic.com
Affirm Biopsy	7:00am – 8:00pm EST live support (on-call support available 24hours/day, 7 days/week)	877-371-4372	mammosupport@hologic.com
Selenia;	7:00am – 8:00pm EST live support (on-call support available 24hours/day, 7 days/week)	877-371-4372	mammosupport@hologic.com
Digital StereoLoc II	7:00am – 8:00pm EST live support (on-call support available 24hours/day, 7 days/week)	877-371-4372	mammosupport@hologic.com
Affirm Prone Biopsy	7:00am – 8:00pm EST live support (on-call support available 24hours/day, 7 days/week)	877-371-4372	mammosupport@hologic.com
SecurView Workstations	7:00am – 8:00pm EST live support (on-call support available 24hours/day, 7 days/week)	877-371-4372	mammosupport@hologic.com
Prima Workstation	7:00am– 8pm EST live support (on-call support available 24hours/day, 7 days/week)	877-371-4372	mammosupport@hologic.com
Aixplorer	7:00am – 8:00pm EST live support (on-call support available 24hours/day, 7 days/week)	877-371-4372	mammosupport@hologic.com
Digital CAD	7:00am – 8:00pm EST live support (on-call support available 24hours/day, 7 days/week)	877-371-4372	sc.techsupport@hologic.com
Analog CAD	7:00am – 8:00pm EST live support (on-call support available 24hours/day, 7 days/week)	877-371-4372	sc.techsupport@hologic.com
MultiView/Aegis	7:00am – 8:00pm EST live support (on-call support available 24hours/day, 7 days/week)	877-371-4372	MultiViewSupport@hologic.com
SecurXchange	7:00am – 8:00pm EST live support (on-call support available 24hours/day, 7 days/week)	877-371-4372	SecurXchangeSupport@hologic.com
Trident	7:00am – 8pm EST live support (on-call support available 24hours/day, 7 days/week)	877-371-4372	DANisupport@hologic.com
Multicare/M-IV Platinum	7:00am – 8:00pm EST live support (on-call support available 24hours/day, 7 days/week)	877-371-4372	DANisupport@hologic.com
ATEC Consoles	7:00am – 7:00pm EST live support	877-371-4372	mammosupport@hologic.com
MRI	7:00am – 8:00pm EST live support	800-537-3860	N/A
Insight2/FD	7:00am – 8:00pm EST live support	800-321-4659	BED-ASPPT@hologic.com
Bone	7:00am – 8:00pm EST live support	800-321-4659	BED-ASPPT@hologic.com
Sahara	7:00am – 8:00pm EST live support	800-321-4659	BED-ASPPT@hologic.com

Exhibit C

Equipment Performance Guarantee

Definitions

“*Equipment*” means Customer's portfolio of Hologic manufactured or licensed equipment which is covered under a Service Plan.

“*Service Plan*” means the Services coverage period of an applicable Hologic service agreement.

“*Measurement Period*” means the twelve (12) month period beginning on the effective date of the Product Warranty Period or Service Plan coverage period, as applicable, and each twelve (12) month period thereafter (or the actual operative period of time if less than twelve (12) months).

“*Hours of Operation*” means Monday to Friday, 8:00 am to 5:00 pm, exclusive of Hologic-observed holidays, or the Equipment's onsite coverage hours pursuant to the applicable Service Plan documentation.

“*Base Hours*” means the total number hours, based on the Hours of Operation, in a Measurement Period.

“*Downtime Event*” means each unscheduled incident when any Equipment is inoperable (unavailable to treat or diagnose patients, produce diagnostic images, report results, or process samples), beginning when a documented Customer notification of each Downtime Event is received by Hologic and continuing until the Equipment is restored to operable condition in accordance with Specifications. A Downtime Event excludes (i) any scheduled downtime event, including but not limited to preventive maintenance, proactive parts replacement, or installation of Software updates or upgrades; and (ii) repairs or adjustments to the Equipment required due to misuse, operator error, negligence of Customer or its employees or agents, or inadequate environmental conditions, including but not limited to air conditioning conditions or failure, power failure, or supply of power below or in excess of the Equipment Specifications. If Hologic is notified of a Downtime Event outside the applicable Hours of Operation, Downtime will commence at the start of Hours of Operation on the following business day.

“*Downtime Hours*” means the total number of hours that Customer's Equipment experienced a Downtime Event during Hours of Operation, excluding any time (in hours) that Customer restricts, limits or prevents access to the Equipment experiencing the Downtime Event by Hologic service personnel or authorized agents.

Performance Guarantee

During the Service Plan, Hologic shall be responsible for the reliability of the Equipment and warrants that for each Measurement Period, Equipment covered under such Service Plan will operate in accordance with Hologic's then-current standards of configuration, performance, manner of use, or installation (“*Specifications*”) for the percentage of time stated in the applicable Service Plan documentation (“*Uptime Standard*”).

Hologic and Customer agree the Uptime Standard requires that, where the Equipment has remote diagnostic capabilities, Customer provides a dedicated VPN connection for each item of Equipment for remote diagnostic troubleshooting purposes via Hologic Connect™ SSL remote network access solution.

The Uptime Standard is calculated by subtracting Downtime Hours from the Base Hours, dividing that number by the Base Hours, and then multiplying the result by one hundred (100).

Customer and Hologic are each responsible for measuring Downtime Hours, and the parties may meet annually if requested by Customer at least thirty (30) days in advance, to review their calculations and determine whether the guaranteed Uptime Standard was met during the applicable Measurement Period. Hologic will extend the applicable Service Plan coverage period by one (1) week, up to a maximum of five (5) weeks, for each percentage point below the guaranteed Uptime Standard.

Salinas Valley Health Clinics

Project: 240 San Jose Mammography Equipment Replacement

Architect: None

Estimate Date: 9/14/2026

Estimate Version: 2

Estimate Total: **\$2,960,000**

Approved Budget:

Prepared by: SM

Estimate Summary			Project Breakdown
Cost Code	Description		
	Design		
201	Professional Fees		\$150,000
	Inspections & Consultation		
303	Testing		\$30,000
	AHJ Fees		
400	Permits		\$10,000
	Soft Costs		
502	Construction Management		\$45,000
	Medical Equipment		
701	Imaging Equipment		\$2,600,000
9900	Project Contingency		\$125,000
Totals			\$2,960,000

Board Paper: Finance Committee

Agenda Item: **Consider Recommendation for Board Approval of Enterprise Health, Employee Health Electronic Health Records (EHR); RFP Utilized**

Executive Sponsor: Michelle Barnhart Childs, Chief Human Resources Officer

Date: September 21, 2026

Executive Summary

SVH Administration requests a recommendation for the SVH Finance Committee for Board approval for **ENTERPRISE HEALTH** electronic record system for our Employee Health program.

Background/Situation

Following a comprehensive RFP evaluation comparing three options: **ENTERPRISE**, **CORITY**, and our current software (**READYSET**); **ENTERPRISE** is recommended as the optimal Employee Health electronic record system for our Employee Health program to improve efficiency and reporting compliance.

Key Decision Drivers

- **Out-of-the-Box Functionality:** **ENTERPRISE** includes most required Occupational and Employee Health capabilities in its standard offering. Unlike competing platforms, it minimizes the need for complex, costly post-implementation customization.
- **Ease of Use & Workflow Efficiency:** The intuitive user interface and streamlined workflows reduce manual documentation and workarounds, employee input flows into nurse charting, supporting immediate staff adoption and compliance tracking.
- **Lower IT Burden:** **ENTERPRISE** offers strong native integration with key enterprise systems (Epic and Workday) without requiring as an extensive internal IT bandwidth, dedicated technical resources, or ongoing administrator overhead demanded by **CORITY**.
- **Attentive & Knowledgeable Partner:** Reference calls and evaluation sessions consistently highlighted the exceptional quality of **ENTERPRISE's** team - noting their deep domain expertise especially in the healthcare realm, immediate answers to technical queries, and responsive customer support. Their team understood the needs of a healthcare system where as **CORITY** was more industry based and required more of the internal team here at Salinas Valley Health.
- **Scalability & Workplace Violence (WPV) Expansion:** **ENTERPRISE** users comment on their work on a robust framework for long-term growth, including room to expand into emerging operational needs such as Workplace Violence (WPV) reporting, telehealth and other areas of healthcare to align with our goals in Employee Health.

Alternative Options Summary

- **CORITY (Parent Company to READYSET):** Offers advanced analytics and broad enterprise safety features, but carries the highest total cost of future ownership, high implementation complexity, an unintuitive health workflow, and heavy ongoing reliance on IT support.
- **Current Vendor (READYSET):** Represents the lowest short-term cost, but presents long-term viability risks. The platform requires extensive manual workarounds that have been found to take a lot of time to implement, offers reporting that is not clearly defined, and suffers from inconsistent support. Furthermore, the parent company (**CORITY**) declined requests to submit an RFP for **READYSET**, encouraging a migration instead to **CORITY**. We have been told there will be limited support moving forward with the current platform.

Conclusion

While **ENTERPRISE** requires a higher initial implementation investment than remaining with our current vendor, its out-of-the-box readiness, ease of use, lower ongoing IT dependency, vendor responsiveness and supportive answers provide the highest operational return on investment and best position to our program for future growth.

Timeline/Review Process to Date

- RFP Process: Notification of RFP Issued June 10, 2026
- September 21, 2026: Notification to the SVH Finance Committee and request for recommendation to the SVH board for approval
- September 24, 2026: Consideration for approval **ENTERPRISE HEALTH EHR** by the SVH Board of Directors

Strategic Plan Alignment

The primary purpose of this proposal is to replace the Employee Health Department's current EHR, which suffers from limited technical support and requires extensive manual data manipulation to produce effective reports, with **ENTERPRISE HEALTH**, a dedicated Occupational Health EHR. Upgrading to an actively supported, intuitive, automated platform directly advances the hospital's strategic plan by eliminating operational bottlenecks, lowering institutional risk, and driving efficiency across three core organizational pillars:

Pillar/Goal Alignment

☒ Quality/Safety ☐ People ☐ Operations ☒ Finance ☒ Growth ☐ Community/Service

Key Contract Terms	Vendor: Enterprise Health
1. Proposed effective date	9/28/2026
2. Term of agreement	Three (3) Years initial terms
3. Renewal terms	Subsequent annual auto-renewal
4. Termination provision(s)	After 3-Year initial term, may terminate with 90 days notice
5. Payment Terms	Within 45 days of invoice date
6. Annual cost	Estimated Annual Subscription Fee: \$85,360.00; First Year Fee: \$261,360.00
7. Cost over life of agreement	TBD
8. Budgeted (indicate y/n)	Yes 27/28

Recommendation

SVH Administration requests a recommendation from the SVH Finance Committee to the SVH Board for Approval for the three year agreement with Enterprise Health for the Electronic Health Record System at a cost in the amount of \$432,080.00.

Attachments

- Board Packet Checklist
- RFP Scorecard
- Most current draft MSA & SOW w/Enterprise Health

BOARD Packet Submission Checklist
New Employee Health Electronic Health Record (EHR) Vendor

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

☐ KEY CONTRACT TERMS

☐ CONTRACT

☒ PROCUREMENT PROCESS DOCUMENTATION

☒ If for data processing/telecommunications goods/services of \$25,000 or more, check applicable option and include documentation: VP IT must review.

☒ RFP documentation *unless sole source or GPO applies. (2 vendor bid minimum)*

☐ If Sole source – provide detailed justification

☐ If GPO, submit qualifying verification from Supply Chain

☐ If for professional/other services or medical/surgical equipment and supplies \$400,000 or more, check applicable option and include documentation:

☐ RFP documentation *unless sole source or GPO applies. (2 vendor bid minimum)*

☐ If Sole source – provide detailed justification

☐ If GPO, submit qualifying verification from Supply Chain

☐ If for non-medical materials/supplies/Public Works \$25,000 or more, check applicable option and include documentation:

☐ RFP/Invitation for bids documentation (2 vendor bid minimum)

☐ If Sole source – provide detailed justification

☐ If GPO, submit qualifying verification from Supply Chain

Legal counsel/Contract Administrator/Specialist reviewed: No ___ or Yes X By Whom: N. James

SUBMITTED BY DEPARTMENT DIRECTOR OR DEPARTMENT ADMINISTRATOR:

Lisa Patricia Cueller

Signature

Director Employee Health

Title/Dept.

9/14/2026

Date

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

VP IT: (if applicable)

Andrew Parks

Date: 09/14/2026

Director Supply Chain:

Judi Melton

Date: 09/14/2026

RFP EVALUATION SCORECARD

Reviewers must check one score (0-5) for each criteria. Multiplying the marked score by the multiplier will result in the total points awarded for that criterion

NAME OF BIDDER: Enterprise RFP TITLE: EHR FOR EHS NAME OF REVIEWER: Jill Peralta Cuellar Julie Koesel Caroline Sullivan	Score Unsatisfactory 0 pts	Score Satisfactory 1 pt	Score Good 2 pts	Score Very Good 3 pts	Score Excellent 4 pts	Score Outstanding 5 pts	Multiplier	Points Awarded (mark score from (0-5 and multiply by multiplier)	Maximum Points Available (5 x multiplier)
1. PRICING (implementation/annual/ migration of data)				3			(x 3)	9	15
2. ADD ON COSTS (additional services/users)				3			(x 1)	3	5
3. SUPPORT & SERVICE (avg resolution time; support levels)					4		(x 3)	12	15
4. CUSTOMER SATISFACTION & STAFF RETENTION					4		(x 1)	4	5
5. EASE OF USE (workflow & efficiency)					4		(x 4)	16	20
6. FEATURES (Reports/customization/ integrations/growth)					4		(x 4)	16	20
7. IT analysis of compatibility					4		(x 4)	16	20
TOTAL								76	100
Comments on individual score selections or general comments during review of response:									
#1: This is the most expensive option to implement, however, out-of-the-box this system includes the majority of features our clinic needs to meet compliance requirements and support our goal of advancing clinical practice within the department. Has experience with migrating data from Ready Set and integrating data with Workday and Epic – may be able to remove outbound Workday fees (~\$4K)									
#2: Reasonable costs to add on additional services, although based on demonstrations, RFP response, and understanding of out-of-the-box capabilities and available integrations, we believe the integration costs includes the configuration required to meet our team's needs. As a result, we do not anticipate significant additional configuration or implementation costs after go-live.									
#3. The standard support and service provided by the sales and implementation team thus far have been excellent. Basic level of support should meet our needs, although we would have the ability to add on tier-level premium support. They have already been able to answer questions and provide solutions to some challenges with our current workflow. We have had two demonstrations with specific workflow questions answered. We have had access to training videos, which have been extremely easy to understand and digest. During calls with references, they reiterated that support was responsive and helpful.									
#4. Staff retention within national average; References provided neutral to positive feedback – all stating they would choose Enterprise again. Primary reason for neutral feedback was preference for previous system, trying to make Enterprise work like previous system, staff resistance to the system. References stressed the importance of outlining functionality in the scope of work, and being careful what is customized during configuration.									
#5. This is system is significantly different from our current platform, but intuitive and easy to use. Minor customization capabilities and demonstrations have shown ease of use to improve workflow and efficiency. Our staff is supportive of the training required to transition to this system. Documentation flows seamlessly between forms, resulting in significant reduction in duplicate charting, manual workarounds, and reliance on external platforms to complete tasks. The supervisor portal is functional and easily digestible for live-view of staff compliance.									
#6. Demonstrations of minor customization of the out-of-the-box capabilities have shown improved reporting capabilities, compliance monitoring and notification options; room for growth as our department grows. The reports are user-friendly compared to our current system. Most of the notifications can be automated. Workflows make sense and are set up for ease of use and less clicking than current program. They continue to look for new things and ways to grow. Current new item is AI, telehealth and voice charting. Their stated items for growth are to support hospital base EHS and Occupational Health if provider brought in.									
#7. The vendor reports extensive experience completing Ready Set data migration, and integrations with Workday and Epic. They have provided all information promptly and efficiently to IT as requested.									

RFP EVALUATION SCORECARD

Reviewers must check one score (0-5) for each criteria. Multiplying the marked score by the multiplier will result in the total points awarded for that criterion

NAME OF BIDDER: Cority RFP TITLE: EHR FOR EHS NAME OF REVIEWER: Jill Peralta Cuellar Julie Koesel Caroline Sullivan	Score Unsatisfactory 0 pts	Score Satisfactory 1 pt	Score Good 2 pts	Score Very Good 3 pts	Score Excellent 4 pts	Score Outstanding 5 pts	Multiplier	Points Awarded (mark score from (0-5 and multiply by multiplier)	Maximum Points Available (5 x multiplier)
1. PRICING (implementation/annual/ migration of data)			2				(x 3)	6	15
2. ADD ON COSTS (additional services/users)			2				(x 1)	2	5
3. SUPPORT & SERVICE (avg resolution time; support levels)			2				(x 3)	6	15
4. CUSTOMER SATISFACTION & STAFF RETENTION				3			(x 1)	3	5
5. EASE OF USE (workflow & efficiency)			2				(x 4)	8	20
6. FEATURES (Reports/customization/ integrations/growth)				3			(x 4)	12	20
7. IT analysis of compatibility				3			(x 4)	12	20
TOTAL								49	100

Comments on individual score selections or general comments during review of response:

#1. While the implementation fee is lower overall, the data migration cost is higher than expected for a migration within the same organization. The annual fee is comparable to competitors, but out-of-the box functionality offers less value.

#2. Additional costs are unclear, based on discussions with current users, anticipate additional system customization costs. Reference reviews indicated significant customization has been required to support Occ Health workflows. Initial pricing on RFP was quoted with half our current contracted head count – they adjusted to current contracted head count within our current system with no additional upcharge/cost via email. There are lots of extra features available within the system, many of which cover environmental safety, all at an additional cost.

#3. Tiered support services at premium cost for anything above basic help desk service. Quoted for 40 CAP hours yearly support at cost of \$9,900. One reference provided glowing review, but noted that they purchased 270 hours of additional support in less than two years since implementation, which they advised was used primarily for assistance and system configuration projects. Work group for Cority reported dissatisfaction and frustrations with updates and company difficulty with assuming liability when it comes to the AI Function.

#4. Did not respond on RFP directly to staff retention rate. Reference rated very high, and have premium level of support, had previous Cority experience, and higher-level technical knowledge. They reported positive experience with the system, and staff support.

#5. Based on the demonstration, the workflows do not seem intuitive or efficient, making it appear more complex and chaotic. The forms do not communicate with each other, and require significant navigating and clicking to complete workflows. Not overall user friendly. This area is feels more like a lateral move than an advancement.

#6. Based on the demonstration, there are more options for reporting and customization than what we currently have with Ready Set, but it does seem like most of this would be on us to complete. It seems the out-of-the-box presentation that would then be on us to develop and manipulate on our part to make it work for us. The system also lacks a robust dashboard for quick access to key metrics and high-level statistics. The AI functionality appears to be a potentially valuable feature for future growth, particularly for visit summaries (clinic growth) and workflow support – however at a cost. This is an area for future growth.

#7. Given that we are already working within the same company with Ready Set, we do not anticipate significant IT concerns; however, previous IT and Epic projects have been challenging and may require additional coordination. Additionally, customer feedback has raised separate concerns regarding AI Liability and exclusions related to patient data use and AI training that require further clarification.

RFP EVALUATION SCORECARD

Reviewers must check one score (0-5) for each criteria. Multiplying the marked score by the multiplier will result in the total points awarded for that criterion

NAME OF BIDDER: IMMUWARE	Score <i>Unsatisfactory</i> 0 pts	Score <i>Satisfactory</i> 1 pt	Score <i>Good</i> 2 pts	Score <i>Very Good</i> 3 pts	Score <i>Excellent</i> 4 pts	Score <i>Outstanding</i> 5 pts	Multiplier	Points Awarded (mark score from (0-5 and multiply by multiplier)	Maximum Points Available (5 x multiplier)
RFP TITLE: EHR FOR EHS									
NAME OF REVIEWER: Jill Peralta Cuellar Julie Koesel Caroline Sullivan									
EVALUATION CRITERIA LISTING									
EXAMPLE - 1							(x 5)		
EXAMPLE - 2							(x 2)		
EXAMPLE - 3							(x 1)		
1. PRICING (implementation/annual/ migration of data)							(x 3)		15
2. ADD ON COSTS (additional services/users)							(x 1)		5
3. SUPPORT & SERVICE (avg resolution time; support levels)							(x 3)		15
4. CUSTOMER SATISFACTION & STAFF RETENTION							(x 1)		5
5. EASE OF USE (workflow & efficiency)							(x 4)		20
6. FEATURES (Reports/customization/ integrations/growth)							(x 4)		20
7. IT analysis of compatibility							(x 4)		20
TOTAL									100
Comments on individual score selections or general comments during review of response: After discussions with company, this would be a lateral move and no cost benefit since their services are not more than we currently have. #1. N/A #2 N/A #3. N/A #4. N/A #5. N/A #6. Same as current software being used. No added value #7. Good quality but basic for what are needs are. Lateral move on technology. Determined ahead of RFP that IMMUWARE would not meet the needs of our department.									

RFP EVALUATION SCORECARD

Reviewers must check one score (0-5) for each criteria. Multiplying the marked score by the multiplier will result in the total points awarded for that criterion

NAME OF BIDDER: Ready Set RFP TITLE: EHR FOR EHS NAME OF REVIEWER: Jill Peralta Cuellar Julie Koesel Caroline Sullivan	Score Unsatisfactory 0 pts	Score Satisfactory 1 pt	Score Good 2 pts	Score Very Good 3 pts	Score Excellent 4 pts	Score Outstanding 5 pts	Multiplier	Points Awarded (mark score from (0-5 and multiply by multiplier)	Maximum Points Available (5 x multiplier)
1. PRICING (implementation/annual/ migration of data)				3			(x 3)	9	15
2. ADD ON COSTS (additional services/users)			2				(x 1)	2	5
3. SUPPORT & SERVICE (avg resolution time; support levels)		1					(x 3)	3	15
4. CUSTOMER SATISFACTION & STAFF RETENTION			2				(x 1)	2	5
5. EASE OF USE (workflow & efficiency)			2				(x 4)	8	20
6. FEATURES (Reports/customization/ integrations/growth)		1					(x 4)	4	20
7. IT analysis of compatibility			2				(x 4)	8	20
TOTAL								34	100

Comments on individual score selections or general comments during review of response: After discussions with company, this would be a lateral move and no cost benefit since their services are not more than we currently have.

#1. Pricing is best due to currently contracted with company and will have 3% annual increase which brings them slightly lower than the other companies. Did not provide new RFP.

#2. Anything above current level of support is add on – need to get SOW for configuration support for lab results that should have been part of our build.

#3. Inconsistent help desk support - have waited more than a week without a response. Cority Academy videos are basic and provide limited education.

#4. Lack of continuity of staff throughout our contract.

#5. System works, but isn't set up ideally – we have many workarounds that meet our needs. We rely heavily on external spreadsheets and systems to achieve desired workflow.

#6. Reporting capabilities remain a limitation, as there is a lot of manual work and data manipulation needed. Dashboards are not easily digestible.

#7. Minor IT compatibility issues and fixes identified at this time. However, resolving these issues typically requires multiple attempts and extended timelines to achieve the desired outcome, creating additional IT involvement and resource demands.

*****CORITY did not respond to RFP for Ready Set - this scoring is based on current contract for comparison.**

Enterprise Health

Master Services Agreement

MASTER SERVICES AGREEMENT

This Master Services Agreement is entered into between Salinas Valley Memorial Healthcare System, a California local health care district operating as Salinas Valley Health (“**Client**”), and Enterprise Health, LLC, a Delaware limited liability company (“**Supplier**”), effective as of this 28th day of September, 2026 (the “**Effective Date**”).

This Agreement shall replace in their entirety any agreements between the Parties that control or purport to control the items set forth herein, including all schedules, attachments, Appendices, exhibits, and related documents, all of which is hereby terminated. The provisions of this Agreement shall be applicable to all Services being provided by Supplier on or after the Effective Date.

For and in consideration of the mutual promises and covenants contained herein, the receipt, sufficiency, and adequacy of which are hereby acknowledged, the Parties, intending to be legally bound, hereby contract and agree as follows:

ARTICLE 1 DEFINITIONS

Section 1.1 Certain Definitions

In this Agreement, in addition to terms specifically defined elsewhere in the Agreement, the following terms shall have the indicated meanings:

“**Additional Services**” has the meaning given in Section 2.1(a) (Master Agreement; Statements of Work).

“**Affiliate**” means, with respect to any specified person or entity, any other person or entity that directly or indirectly through one or more intermediaries, Controls or is Controlled by, or is under common Control with, the specified person or entity.

“**Agreement**” shall mean this document titled “Master Services Agreement” and any Statement of Works, Appendices, exhibits, and schedules thereto.

“**Business Day**” means any day during which Client is generally conducting business.

“**Client Data**” means Client Information regarding, relating to, or concerning Client’s individual employees or contractors, whether such information is owned or generated by Client or the individuals who are employees or contractors of Client and shall include all personal identifying information and protected health information of Client’s employees and contractors stored, processed by, or entered into the Enterprise Health Solution.

“**Client Information**” means all information, in any form, furnished or made available directly or indirectly to Supplier by Client or otherwise obtained by Supplier from Client (other than any such information first provided directly or indirectly by Supplier or its agents or contractors to Client).

“**Commercially Reasonable Efforts**” means, with respect to any objective, a level of effort to achieve such objective equal to or exceeding the level of effort to achieve the same or similar objectives used by others, in the case of Supplier, well-managed outsourcing companies providing services similar to the Services and, in the case of Client, well-managed companies receiving services similar to the Services.

“**Confidential Information**” has the meaning given in Section 8.3 (Confidentiality).

“**Control**” and its derivatives means with regard to any entity (i) the legal, beneficial or equitable ownership, directly or indirectly, of more than fifty percent (50%) of a class of the capital or common stock (or other ownership interest, if not a corporation) of such entity with the power to direct or cause the direction of the management and policies of a person or entity.

“**End Users**” means the employees and/or individual contractors of Client using the Supplier Software pursuant to an executed Statement of Work.

“Enterprise Health Solution” means Supplier's then current version of its Enterprise Health Solution, including all software, data compilations, source code and any other form of information that appears in or forms part of the Enterprise Health Solution, and all updates, variations, modifications and revisions thereto.

“Indemnitees” shall mean, with respect to a Party entitled to indemnification hereunder, such Party and its Affiliates, officers, directors, employees, agents, successors, and assigns.

“Laws” shall mean all applicable international, federal and state laws, rules and regulations, including, but not limited to, any laws or regulations governing (a) the privacy and security of protected health information or personally identifiable information, including the Health Insurance Portability and Accountability Act of 1996, as amended (**“HIPAA”**); (b) the delivery of and billing of health care services, including, but not limited to, telehealth or telemedicine services; and, (c) the retention of health or other related records.

“Losses” means all losses, liabilities, damages and claims, and all related costs and expenses incurred by an indemnified Party in connection with a third party indemnified claim (including any and all reasonable legal fees, as well as any judgment, interest and/ or penalties finally awarded by a court and paid to a third party by an indemnified party hereunder).

“Master Agreement” means this agreement, which is titled Master Services Agreement.

“Parties” means Client and Supplier, and **“Party”** means either one of them.

“Services” means the services provided to Client pursuant to an executed Statement of Work setting forth terms and conditions for Client's authorized access and use of the Enterprise Health Solution and for any Additional Services.

“Statement of Work Effective Date” means the date indicated in the Statement of Work as the date upon which such agreement becomes effective.

“Statement of Work Term” means the term of the applicable Statement of Work, as defined in each Statement of Work and in Section 3.1(b).

“Service Level” has the meaning given in Section 4 (Service Levels).

“Service Level Standards” has the meaning given in Section 4 (Service Levels).

“Supplier Software” is software that is used by or on behalf of Supplier in the provision of the Services including, but not limited to, the Enterprise Health Solution.

“Term” has the meaning given in Sections 3.1(a). When used herein in the context of a Statement of Work, **“Term”** refers to the applicable Statement of Work Term.

“Terms of Use” means those shrink-wrap, click-through or other terms and conditions required to be agreed to in order for End Users to have any direct access to the Enterprise Health Solution.

“Third Party Software” shall mean any software used in Client's information technology environment that is not owned by or licensed from Supplier.

“Virus” shall mean any computer code, programming instruction or set of instructions: (i) intentionally designed and/or constructed with the ability to disrupt, disable, harm or otherwise impede in any manner, including aesthetical disruptions or distortions, the operation of computing equipment or software or (ii) that could disable computing equipment or software or impair in any way its operation based on the elapsing of a period of time, advancement to a particular date, or other similar occurrence. Code that Supplier creates as part of the Services which tracks software license compliance or authorization shall not be considered to be a virus as long as it is used solely for such purposes.

Section 1.2 Other Definitions

Other terms used in this Agreement are defined where they first appear and have the respective meanings there indicated.

ARTICLE 2 AGREEMENT

Section 2.1 Master Agreement; Statements of Work

(a) This Master Agreement and the applicable Statement of Work, as set forth in Exhibit 1, contains an agreement to allow Client and its Affiliates if set forth in a Statement of Work to access and use the Enterprise Health Solution during the Term pursuant to the terms set forth herein. This Master Agreement does not allow Client to utilize the Enterprise Health Solution, or any other Supplier Software, for Client's customers, clients, or third-party entity contractors unless expressly set forth in a Statement of Work, in which case the Parties shall execute a Third Party Client Addendum that will be attached hereto and incorporated into the Agreement. Additional services, such as implementation, training, configuration, customized code, etc. (collectively, the "**Additional Services**") will be provided by Supplier pursuant to Statements of Work. Each Statement of Work shall describe the Additional Services covered by the Statement of Work, the provisions for payment, the term for performance, and other provisions that are specific to the Statement of Work. No Statement of Work Term shall extend beyond the Term of this Agreement. No Additional Services shall be provided by Supplier, and Client shall not have access to the Enterprise Health Solution, unless and until the appropriate Statement of Work has been duly signed and delivered by an authorized representative of Client and Supplier. Supplier reserves the right to review Client's use of the Services during the Term of the Agreement to ensure compliance with the Agreement and any Statement of Work. Supplier further reserves the right to utilize its Affiliates to perform any Supplier obligations set forth herein.

(b) This Agreement includes the following exhibits:

- (i.) Exhibit 1: Statement of Work
- (ii.) Exhibit 2: Service Level Standards
- (iii.) Exhibit 3: Data Processing Addendum (if applicable)
- (iv.) Exhibit 4: Third Party Client Addendum (if applicable)

Section 2.2 Interpretation and Precedence

All provisions of this Agreement are to be interpreted so that all of the provisions are given as full effect as possible. In the event of a conflict between this Master Agreement or an exhibit hereto and any Statement of Work, the order of precedence shall be first, the Statement of Work, second, any schedule or exhibit attached to the Statement of Work, third, the Master Agreement, and fourth, any exhibit to the Master Agreement (other than the Statement of Work, which has first precedence, and any modifications to the Master Agreement explicitly set forth in an executed exhibit to the Master Agreement). All of the terms of the Master Agreement shall apply to each Statement of Work except to the extent the express terms of a Statement of Work or any Appendix to a Statement of Work override the terms of this Master Agreement.

Section 2.3 Change Order Procedure

(a) From time to time during the Term, Client or Supplier may propose changes to the Master Agreement or a Statement of Work. No such changes shall be effective or binding on the Parties unless a written amendment, scope document or change order (a "**Change Order**") is signed by authorized representatives of the Parties or approved via email by authorized representatives of the Parties. All such Change Orders shall be implemented pursuant to the procedures set forth in this Section (the "**Change Order Procedures**"). Any executed Change Order shall amend the applicable Statement of Work and this Master Agreement, and if necessary, the Parties shall agree on further modifications to the Statement of Work to reflect the Change Order.

(b) If Client desires to propose a change under a Statement of Work, it shall deliver a written notice to the Supplier describing the proposal. Supplier shall respond to such proposal as promptly as reasonably possible by preparing at Supplier's expense and delivering to the Client a written proposal ("**Change Order Proposal**"), indicating: (i) the effect of the proposal, if any, on the amounts payable by Client hereunder; (ii) the effect of the proposal, if any, on Service Levels; and (iii) the anticipated time

schedule for implementing the proposal. If Supplier desires to propose a change to the Master Agreement or a Statement of Work, it may do so by preparing at its expense and delivering a Change Order Proposal to the Client.

ARTICLE 3 TERM AND TERMINATION

Section 3.1 Term

(a) The term of this Master Agreement shall begin as of the Effective Date and shall continue for a period of three (3) years thereafter, unless earlier terminated in accordance with the provisions of this Master Agreement (the “**Initial Term**”). Following the Initial Term, this Master Agreement shall automatically renew for consecutive one (1) year terms (each a “**Renewal Term**”), unless earlier terminated in accordance with the provisions of this Master Agreement. The Initial Term and Renewal Term(s) shall collectively be referred to as the “**Term**.”

(b) Each Statement of Work shall set forth the applicable Statement of Work Term.

Section 3.2 Termination

(a) Termination Without Cause. Either Party may terminate this Master Agreement by providing written notice to the other Party ninety (90) days prior to the expiration of the Initial Term or respective Renewal Term, so that the termination date of the Agreement is on the last day of the Initial Term or respective Renewal Term.

(b) Termination For Cause.

(i.) In the event either Party: (A) commits a material breach of this Agreement in any material respect and such breach is not cured within thirty (30) days written notice of breach from the other Party; or, (B) commits a material breach of this Agreement which is not capable of being cured within thirty (30) days and fails to: (A) proceed promptly and diligently to correct the breach; (B) develop within thirty (30) days following written notice of breach from the other Party a plan for curing the breach; and (C) cure the breach within a reasonable time thereafter; then the non-breaching Party may, by giving written notice to the breaching Party, terminate this Agreement as of a date specified in the notice of termination.

(ii) In the event that Client utilizes the Services in a manner that is illegal or fraudulent and in Supplier’s reasonable discretion such use could cause material harm or damage to a third party (including Supplier or Client), Supplier may provide an immediate written notice of termination for cause.

(c) Termination for Bankruptcy or Insolvency. Either Party may terminate this Agreement immediately upon written notice if the other Party makes an assignment for the benefit of creditors, files a voluntary petition for bankruptcy or reorganization, is adjudicated bankrupt or insolvent, or applies for or consents to the appointment of a receiver for it or its property.

(d) Effect of Termination. Termination of this Master Agreement or any Statement of Work or specific categories of Services for any reason under this Article 3 shall not affect: (i) any liabilities or obligations of either Party arising before such termination or out of the events causing such termination; or (ii) any damages or other remedies to which a Party may be entitled under this Master Agreement or any Statement of Work, at law or in equity, arising from any breaches of such liabilities or obligations. Upon termination of this Master Agreement or applicable Statement of Work, Client’s access to the Enterprise Health Solution shall terminate. Prior to termination, Client shall have the option to export all of Client’s Data utilizing the Supplier’s export functionality at no charge to Client. Should Client request that Client’s Data be migrated or exported in a specific format, the Parties shall enter into a new Statement of Work with mutually agreed upon rates that outlines the transition plan and migration of the Client Data. Supplier shall have no obligation to retain any Client Data after the conclusion of a ninety (90) day period following the termination of this Master Agreement except as may be required by Law.

ARTICLE 4 SERVICE LEVELS

The Parties agree that the standards of performance and availability ("**Service Levels**") of the Services is set forth in the Service Level Standards attached hereto as Exhibit 2. Supplier shall provide the Services throughout the Term in a manner that meets the Service Levels set forth in the Services Level Standards.

ARTICLE 5 CHARGES

Section 5.1 Charges in General

The charges for the Services are set forth in the applicable Statement of Work. Charges for Additional Services shall be set forth in each Statement of Work. All fees, charges, uses and other sums set forth herein are expressed in and shall be paid in United States Dollars, unless otherwise agreed by Supplier.

Section 5.2 Taxes

The Parties' respective responsibilities for taxes arising under or in connection with this Agreement shall be as follows:

(a) Each Party shall be responsible for any personal property taxes on property it owns or leases, for franchise and privilege taxes on its business, for taxes based on its net income or gross receipts, and for telecommunication taxes for network access (e.g., lines) and services.

(b) Supplier shall be responsible for any sales, use, excise, value-added, consumption, services, and other taxes and duties payable by Supplier on any goods or services acquired or used or consumed by Supplier in providing the Services where the tax is imposed on Supplier's acquisition or use of such goods or services and the amount of tax is measured by Supplier's costs in acquiring such goods or services.

(c) Client shall be responsible for any sales, use, excise, value-added, consumption, services, and other taxes and duties payable by Client on Supplier's charges as a whole, or on any portion of the charges received from Supplier related to the Services, and on any goods or services acquired or used or consumed by Client where the tax is imposed on Client's acquisition or use of such goods or services and the amount of tax is measured by Client's costs in acquiring such goods or services.

(d) The Parties agree to cooperate with each other to determine their respective tax liability and to minimize such liability to the extent legally permissible. Each Party shall provide and make available to the other any resale certificates, information regarding out-of-state or out-of-country sales or use of equipment, materials or services, and other exemption certificates as reasonably requested by either Party.

ARTICLE 6 INVOICING AND PAYMENT

Section 6.1 Invoices and Increased Charges

Unless otherwise provided in a Statement of Work, on a monthly basis, Supplier shall render one (1) consolidated invoice for all amounts due under this Agreement and each Statement of Work with respect to the subscription and the Additional Services. Supplier reserves the right to annually increase any licensing fees by no more than seven percent (7%) annually after the expiration of the initial year of the Agreement. All periodic charges under this Agreement (excluding charges based upon actual usage or consumption of Services) shall be computed on a calendar month basis and shall be prorated for any partial month.

Section 6.2 Payment

All invoices shall be due upon receipt and payable by Client via ACH without reduction or setoff within forty-five (45) days after the date such invoice is received by Client or as otherwise specified in a Statement of Work. In the event of a late payment of an undisputed amount, Supplier reserves the right to suspend the provision of Services or alter the level of access to the Services; provided, however, that Supplier shall not exercise such right to suspend the provision of Services unless such late payment is late by more than forty-five (45) days. Supplier may apply a late payment fee of a half percent (0.5%) per month to the undisputed amount that is withheld, or the maximum allowed by Law, whichever is less.

Section 6.3 W-9; Taxpayer Identification Number and Certification

Supplier shall provide Client with a W-9 for all invoicing. The W-9 shall reference MIE Topco, Inc. and its associated employer identification number (EIN), which MIE Topco, Inc. is the parent company of Supplier.

ARTICLE 7 INTELLECTUAL PROPERTY OWNERSHIP

Section 7.1 Ownership of Supplier Software and Usage Restrictions

Supplier shall be the sole owner of the Supplier Software, which expressly includes the Enterprise Health Solution, including all updates, modifications, derivative works, documentation, and other information related thereto as well as all related intellectual property rights (including trade secrets, copyrights, trademarks, services marks, and patents), whether any of the preceding items are created pursuant to a Statement of Work or as an Additional Service or otherwise and regardless of whether the preceding items are patented or patentable or copyrighted or copyrightable. Client acknowledges that it has no rights with respect to the Supplier Software or any related intellectual property other than the rights of access and use provided under an executed Statement of Work. Client shall not have any ownership rights in any configuration or customization performed by Supplier at the request of Client unless such ownership rights are explicitly set forth in a Statement of Work, and Client hereby explicitly disclaims any ownership interest in the Supplier Software. Client shall not take any action to jeopardize, limit, or interfere in any manner with the Supplier's ownership of the Supplier Software. Further, Client shall not and shall not grant permission to third parties to (a) directly or indirectly copy, modify, reverse engineer, disassemble, decompile, create derivative works, or otherwise attempt to discover the source code, object code or underlying structure of the Supplier Software; or (b) use the Supplier Software to store or transmit any infringing, libelous, obscene, or otherwise unlawful or tortious material, or to store or transmit any material or data in violation of a third party's privacy or intellectual property rights. Any access rights to the Supplier Software directly by any End User may be subject to Terms of Use. In the event of a conflict between the Terms of Use and this Agreement, the terms of this Agreement shall control. Client further agrees not to remove from any Supplier Software any copyright and proprietary information notices or otherwise circumvent or attempt to circumvent any technological or other protective measures for controlling access to Supplier Software, and that any such removal or circumvention shall be deemed a violation under 17 U.S.C. Sec. 1201 et seq. subject to all prescribed remedies and penalties thereunder.

Section 7.2 Feedback on Supplier Software

If Client or any End Users sends or transmits any communications or materials to Supplier by mail, email, telephone, or otherwise, suggesting or recommending changes to the Supplier Software or Services provided by Supplier, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), Supplier is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. Client hereby assigns to Supplier, and on behalf of its employees, contractors and/or agents, all right, title, and interest in, and Supplier is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although Supplier is not required to use any Feedback. Client further agrees that Feedback shall constitute

Supplier Confidential Information subject to the obligations and restrictions of Section 8.3 hereinbelow.

Section 7.3 Ownership of Proprietary Designations

Supplier owns valuable trademarks, service marks, trade names, logos, and other identifiers identifying Supplier and Supplier Software (collectively, the “**Proprietary Designations**”). Supplier will retain ownership of and all rights in the Proprietary Designations. Client may not use or reference any Proprietary Designations without prior written consent and approval of Supplier. Client shall not register any trademark, service mark, trade name, company name, internet domain name, or other proprietary or commercial right that is identical or confusingly similar to the Proprietary Designations, or that constitutes a translation thereof in any other language.

ARTICLE 8 CONFIDENTIALITY

Section 8.1 Client Information

(a) Client Information and Client Data shall be treated as the property of Client. No Client Information or Client Data, or any part thereof, shall be sold, assigned, leased, or otherwise disposed of or disclosed to third parties by Supplier or commercially exploited by or on behalf of Supplier, its employees or agents.

(b) The Client shall have the option to export all of Client's Data at any time utilizing the Supplier's export functionality at no charge to Client. Supplier may not withhold Client Data for any reason, including but not limited to dispute or alleged breach of this Agreement.

Section 8.2 Safeguarding Client Data

(a) Supplier has achieved HITRUST CSF Certification and is certified compliant with the American Institute of Certified Public Accountants Service Organization Control (“**SOC**”) 2 type II report for the following Trust Services Principles: Security, Availability, and Confidentiality. Upon request by Client, Supplier shall provide its internal policies and procedures for safeguarding Client Data (“**Supplier Information Security Program Policies**”), as may be amended by Supplier, and assist Client with fulfillment of cybersecurity and privacy approvals.

(b) During the Term of this Agreement, Supplier shall maintain commercially reasonable and sufficient insurance to adequately underwrite the potential risks of safeguarding Client Data, including cyber liability insurance with minimum limits of One Million and 00/100 Dollars (\$1,000,000.00) per occurrence. Upon request, Supplier shall provide evidence of continuous coverage to Client.

(c) In order to comply with obligations under HIPAA, or other applicable Laws, the Parties may execute (i) a separate Business Associate Agreement and/or (ii) a Data Processing Addendum in substantially the same format as set forth in Exhibit 3, attached hereto and incorporated herein.

Section 8.3 Confidentiality

(a) Confidential Information. Supplier and Client each acknowledge that they may be furnished with, receive, or otherwise have access to information of or concerning the other Party which such Party considers to be confidential, proprietary, a trade secret, or otherwise restricted. As used in this Agreement, “**Confidential Information**” shall mean all information in any form, furnished or made available by one Party to the other Party which is marked (or otherwise annotated) confidential, restricted, proprietary, or with a similar designation. The terms and conditions of this Agreement shall be deemed Confidential Information of both Parties.

(i.) In the case of Client, Confidential Information also shall include, whether or not designated Confidential Information, the following: (A) all information concerning the operations,

affairs, and businesses of Client and other entities receiving the Services, the financial affairs of Client and other entities receiving the Services, and the relations of Client and other entities receiving the Services with their customers, employees, and service providers (including customer lists, customer information, account information and consumer markets); and (B) Client Data (collectively, the “**Client Confidential Information**”).

(ii.) In the case of Supplier, Confidential Information also shall include the types of items set forth in the immediately preceding paragraph, as well as, whether or not designated Confidential Information, the following: (A) Supplier proprietary materials, trade secrets, and intellectual property provided to Client pursuant to this Agreement; (B) all information concerning the operations, affairs, and businesses of Supplier and its Affiliates; (C) all aspects of the Supplier Software, including the Enterprise Health Solution, and related intellectual property; and (D) any information related to Supplier’s security and privacy policies, procedures, and programs, including, but not limited to, Supplier’s Information Security Program and Associated Information Security Policies, Supplier’s SOC 2 certification and related reporting and Supplier’s HITRUST CSF certification and related reporting (collectively, the “**Supplier Confidential Information**”).

(b) Obligations.

(i.) Each Party’s Confidential Information shall remain the property of that Party, except as expressly provided otherwise by the other provisions of this Agreement. Client and Supplier shall each use at least the same degree of care, but in any event no less than a reasonable degree of care, to prevent disclosing to third parties the Confidential Information of the other Party in order to avoid unauthorized disclosure, publication, or dissemination of its own information of a similar nature.

(ii.) The receiving Party shall return or destroy, as the disclosing Party may direct, all or a portion of material in any medium that contains, refers to, or relates to the disclosing Party’s Confidential Information, and the receiving Party may retain only one (1) archival copy to the extent required to comply with applicable Laws or internal requirements or to the extent required for such Party to establish its rights hereunder except that Client may not retain any archival copies of Supplier Software. Each Party shall take reasonable steps so that its employees and agents comply with these confidentiality provisions.

(iii.) The obligations of the Parties of use and disclosure under this Section 8.3 of the Agreement shall apply during the Term and for a period of seven (7) years thereafter or for a longer period required by applicable Law (i.e., protections for trade secrets and protections provided for Client Data).

(c) Exclusions.

(i.) Except with respect to the non-public personal information of Client’s customers provided to Supplier under this Agreement (for so long as such information constitutes Nonpublic Personal Information as defined in Section 509 of the Gramm-Leach-Bliley Act and relevant federal regulations pursuant thereto), this Section 8.3 shall not apply to any particular information which Supplier or Client can demonstrate: (A) was, at the time of disclosure to it, in the public domain; (B) after disclosure to it, is published or otherwise becomes part of the public domain through no fault of the receiving Party; (C) was in the rightful possession of the receiving Party at the time of disclosure to it; (D) was received after disclosure to it from a third party who had a lawful right to disclose such information to it without any obligation to restrict its further use or disclosure; or (E) was independently developed by the receiving Party without reliance upon Confidential Information of the furnishing Party.

(ii.) In addition, a Party shall not be considered to have breached its obligations by disclosing Confidential Information of the other Party as required to satisfy any legal requirement of a competent government body provided that, promptly upon receiving any such request and to the extent that it may legally do so, such Party advises the other Party promptly and prior to making such disclosure in order that the other Party may interpose an objection to such disclosure, take

action to assure confidential handling of the Confidential Information, or take such other action as it deems appropriate to protect the Confidential Information.

(d) No Implied Rights. Nothing contained in this Section 8.3 shall be construed as obligating a Party to disclose its Confidential Information to the other Party, or as granting to or conferring on a Party, expressly or impliedly, any rights or license to the Confidential Information of the other Party, except as expressly set forth herein.

Section 8.4 Publicity.

Notwithstanding this Article 8, Supplier may include Client's name and logo in its customer lists and marketing materials. Press releases require prior written approval by both Parties.

ARTICLE 9 CERTAIN REPRESENTATIONS AND WARRANTIES

Section 9.1 Mutual Representations and Warranties

Each Party represents and warrants that, as of the Effective Date and each Statement of Work Effective Date:

(a) It is a corporation or company duly incorporated, validly existing, and is in good standing under the Laws of the state in which it is incorporated, and is in good standing in each other jurisdiction where the failure to be in good standing would have a material adverse effect on its business or its ability to perform its obligations under this Master Agreement or any Statement of Work.

(b) It has all necessary corporate power and authority to enter into this Master Agreement and each Statement of Work and to perform its obligations thereunder, and the execution and delivery of this Master Agreement and each Statement of Work and the consummation of this transactions contemplated thereby have been duly authorized by all necessary corporate actions on its part.

(c) This Master Agreement and each Statement of Work constitutes a legal, valid, and binding obligation of such Party, enforceable against it in connection with its terms.

(d) It is financially solvent and capable of meeting all financial obligations imposed upon it under this Master Agreement and any Statement of Work.

(e) Each Party covenants that it shall use its Commercially Reasonable Efforts so that no Viruses are coded or intentionally introduced into the systems used to provide or access any of the Supplier Software.

(f) That it shall comply with all Laws and obtain and maintain all applicable regulatory licenses, authorizations, and permits required under the Laws to carry out its obligations under this Agreement and each Statement of Work.

Section 9.2 Certain Representations and Warranties

(a) As of the Effective Date and continuing throughout the Term and each Statement of Work Term (except as expressly set forth herein), Supplier represents and warrants:

(i.) Supplier represents and warrants that it has and shall have the right and authority to use the Enterprise Health Solution and all tools used during each Statement of Work Term; provided, however, that Client's sole remedy for breach of this representation and warranty shall be the remedy set forth in Section 10.1.

(ii.) Supplier represents and warrants that it shall perform the Services in a professional and workmanlike manner.

(b) As of the Effective Date and continuing throughout the Term and each Statement of Work Term (except as expressly set forth herein), Client represents and warrants:

(i.) To the extent that Client or its End Users utilize any artificial intelligence provided by or through the Supplier Software, Client shall be solely responsible and hold Supplier harmless for the use of such artificial intelligence including, but not limited to, Client's input of information into artificial intelligence and Client's use or reliance on any output from artificial intelligence. Client shall and shall cause its End Users to utilize any artificial intelligence in compliance with all applicable Laws and not rely on artificial intelligence for any medical decision or decision whereby independent medical or professional judgment is required. Artificial intelligence is not a substitute for independent medical or professional judgment. Client shall further not use any artificial intelligence tools for any decisions affecting terms of work-related relationships, promotion or termination of work-related contractual relationships, or to allocate tasks based on individual behavior or personal traits or to monitor and evaluate the performance and behavior of individuals.

(ii.) Client shall comply with and cause its End Users to comply with all Laws as it relates to Client's possession, access, processing, use, disclosure, transmission, or release of Client Data. Client shall be responsible for ensuring that access to the Supplier Software is terminated for any End User that has been terminated or is no longer authorized to access the Supplier Software. Client represents and warrants that Client has the legal authority under the Laws to possess, have access to, transmit, and disclose the Client Data. Client acknowledges and agrees that it shall be responsible for any and all costs, fines, penalties, fees, or expenses, including attorneys' fees, related to any security incident, data breach, unauthorized access, unauthorized disclosures, or unauthorized use or processing of Client Data caused by Client or its employees or agents.

(iii.) Client shall not enter into the Supplier Software any Client Data arising from or relating to individuals that reside outside of the United States of America without first entering into the Data Processing Agreement attached hereto as Exhibit 3, or other agreement as may be required by Client as the controller of all Client Data. Client acknowledges and agrees that as the controller of Client Data, Client is solely responsible for informing Supplier of any and all requirements for processing Client Data. Client shall defend, indemnify, and hold Supplier harmless from any and all Losses arising out of or otherwise related to Client's failure to provide Supplier with directions, required agreements, or other information necessary to ensure lawful processing of Client Data and any resultant actions or omissions of Supplier.

Section 9.3 Disclaimer of and Exclusion of Certain Representations and Warranties

(a) Supplier shall not be liable for: (i) any Losses or damages arising from the actions, omissions, or negligence of any employee or agent of Client; (ii) any potential risks associated with the use of medical, occupational health, wellness, or telemedicine services, including Client's failure to comply with applicable Laws or any applicable standard of care; (iii) Client's compliance with any record retention Laws or determination of retention periods for records; and (iv) Client's or its End Users use or reliance on any artificial intelligence, including any output generated by artificial intelligence.

(b) SUPPLIER DOES NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OF THE ENTERPRISE HEALTH SOLUTION OR ANY DELIVERABLE OR ADDITIONAL SERVICE OR THAT SUPPLIER WILL CORRECT ALL DEFECTS WITHIN A SERVICE OR DELIVERABLE, UNLESS SPECIFICALLY SET FORTH IN A STATEMENT OF WORK. EXCEPT FOR THE WARRANTIES EXPRESSLY DESCRIBED IN OR EXPRESSLY GRANTED BY THIS ARTICLE 9, CLIENT ACKNOWLEDGES AND AGREES THAT IT HAS RELIED ON NO OTHER REPRESENTATIONS OR WARRANTIES AND THAT NO OTHER REPRESENTATIONS OR WARRANTIES HAVE FORMED THE BASIS OF ITS BARGAIN HEREUNDER.

(c) THE PARTIES UNDERSTAND THAT CLIENT MAY USE CERTAIN THIRD PARTY SOFTWARE OR EQUIPMENT IN CONJUNCTION WITH THE SERVICES. SUPPLIER MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, AS TO THE QUALITY, CAPABILITIES, OPERATIONS, PERFORMANCE, OR SUITABILITY OF THE THIRD PARTY SOFTWARE OR EQUIPMENT, INCLUDING THE ABILITY TO INTEGRATE SAME WITH THE SERVICES. THE QUALITY, CAPABILITIES, OPERATIONS, PERFORMANCE, AND SUITABILITY OF THE THIRD PARTY SOFTWARE OR EQUIPMENT LIE SOLELY WITH CLIENT AND THE VENDOR OR SUPPLIER OF SUCH THIRD PARTY SOFTWARE OR EQUIPMENT.

(d) EXCEPT AS PROVIDED IN SECTIONS 9.1 (MUTUAL REPRESENTATIONS AND WARRANTIES) AND 9.2 (CERTAIN REPRESENTATIONS AND WARRANTIES) OF THIS MASTER AGREEMENT, THERE ARE NO EXPRESS WARRANTIES, REPRESENTATIONS, UNDERTAKINGS, OR CONDITIONS (STATUTORY OR OTHERWISE) BY SUPPLIER OR CLIENT AND THERE ARE NO IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

ARTICLE 10 INDEMNIFICATION

Section 10.1 Indemnification by Supplier

Supplier, by and on behalf of itself and its Affiliates, agrees to indemnify, defend, and hold harmless Client and its Affiliates and their respective officers, directors, employees, agents, successors, representatives, attorneys, and assigns, from any and all Losses and threatened Losses arising from, in connection with, or based on allegations of any claims of infringement of any U.S. patent, copyright, trademark, trade secret, or similar proprietary rights of any third party, conferred by contract, common law, or other applicable Laws alleged to have occurred because of systems or other resources provided by Supplier to Client hereunder, or based upon performance of the Services by Supplier; provided, however, that Supplier will have no liability or obligations with respect to any Losses to the extent the same arise out of or in connection with: (a) Client's or End User's modification or misuse of equipment, systems, programs, or products; (b) Client's combination, operation, or use thereof with devices, data, equipment, systems, programs, or products not furnished by Supplier or its subcontractors or agents; (c) Client's use of the Enterprise Health Solution provided by Supplier in other than an operating environment explicitly identified by Supplier to Client; (d) business processes, non-Supplier equipment, or Third Party Software, that, in each case, Client specifies or requires Supplier to use or follow; or (e) distribution, operation, or use of such systems or resources by a third party outside of Client's enterprise, except as specifically contemplated by this Agreement. Without prejudice to Client's ability to obtain any remedy under this Agreement, Supplier will at its discretion either: (w) use Commercially Reasonable Efforts to obtain the right for Client to continue to use the infringing product; (x) modify the infringing product; (y) replace the infringing product with a functional equivalent; or (z) direct Client to discontinue use of the infringing product and adjust Charges.

Section 10.2 Indemnification by Client

Client, by and on behalf of itself and its Affiliates, agrees to indemnify, defend, and hold harmless Supplier and its Affiliates and their respective officers, directors, employees, agents, successors, representatives, attorneys, and assigns, from any and all Losses and threatened Losses arising from, in connection with, or based on allegations of Client's or its employee's or agent's breach, or threatened breach of its obligations under Article 7 and Section 9.2(b) of this Agreement.

Section 10.3 Indemnification Procedures

(a) Promptly after receipt by an Indemnitee of any written claim or notice of any action giving rise to a claim for indemnification by the Indemnitor, the Indemnitee shall so notify the indemnitor and shall provide copies of such claim or any documents relating to the action. No failure to so notify an indemnitor shall relieve the indemnitor of its obligations under this Master Agreement except to the extent that the failure or delay is prejudicial. Within thirty (30) days following receipt of such written notice, but in any event no later than ten (10) days before the deadline for any responsive pleading, the indemnitor shall notify the Indemnitee in writing (a "**Notice of Assumption of Defense**") if the indemnitor elects to assume control of the defense and settlement of such claim or action.

(b) If the indemnitor delivers a Notice of Assumption of Defense with respect to a claim within the required period, the indemnitor shall have sole control over the defense and settlement of such claim; provided, however, that: (i) the Indemnitee shall be entitled to participate in the defense of such claim and to employ counsel at its own expense to assist in the handling of such claim; and (ii) the indemnitor shall obtain the prior written approval of the Indemnitee before entering into any settlement of such claim or ceasing to defend against such claim. The Indemnitee will cooperate in all reasonable respects with the indemnitor and its attorneys in the defense of such claim. After the indemnitor has delivered a timely Notice

of Assumption of Defense relating to any claim, the indemnitor shall not be liable to the Indemnitee for any legal expenses incurred by such Indemnitee in connection with the defense of such claim after the indemnitor receives notice of such claim from the Indemnitee. An indemnitor may withhold consent to settlement of claims of infringement affecting its proprietary rights in its sole discretion.

(c) If the indemnitor does not deliver a Notice of Assumption of Defense relating to a claim within the required notice period set forth in Section 10.3(a), the Indemnitee shall have the right to defend the claim in such a manner as it may deem appropriate, at the cost and expense of the indemnitor. The indemnitor shall promptly reimburse the Indemnitee for all such costs and expenses upon written request therefore.

(d) If a third party claim is commenced against any Affiliate of Client for which claim Supplier is obligated to provide indemnification hereunder, Client shall coordinate with such Affiliate of Client and comply with the requirements of this Section 10.3 in lieu of and on behalf of said Affiliate of Client.

Section 10.4 Subrogation

In the event an indemnitor indemnifies an Indemnitee pursuant to this Article 10, the indemnitor shall, upon payment in full of such indemnity, be subrogated to all of the rights of the Indemnitee with respect to the claim to which such indemnity relates.

Section 10.5 Exclusive Remedy

This Article 10 sets forth Party's sole obligation of indemnification of the other Party.

ARTICLE 11 LIABILITY AND FORCE MAJEURE

Section 11.1 Liability Restrictions

(a) EXCEPT FOR CLIENT'S PAYMENT OBLIGATIONS, FOR ALL EVENTS GIVING RISE TO LIABILITY HEREUNDER, IN NO EVENT, WHETHER IN CONTRACT OR IN TORT (INCLUDING BREACH OF WARRANTY, NEGLIGENCE, AND STRICT LIABILITY IN TORT) OR OTHERWISE, SHALL A PARTY BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES, LOST PROFIT, OR LOST REVENUE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

(b) Subject to Section 11.1(c), Supplier as well as its employees', officers', and directors' entire aggregate liability for all damages under this Agreement and any Business Associate Agreement and Data Processing Agreement, whether in contract, tort, or otherwise, regardless of the basis on which Client is entitled to claim damages (including breach, negligence, misrepresentation, or other contract or tort claim), whether or not foreseeable, will be limited in the aggregate for all claims and causes of actions to an amount equal to the amount that is paid, or is payable, by Client to Supplier for the Services giving rise to the claim and provided under this Agreement during the twelve (12) months prior to the occurrence of the first claim or cause of action. With respect to the foregoing, if such an event occurs during the first twelve (12) months after the Effective Date of this Agreement, liability shall be limited to an amount equal to the total charges payable to Supplier pursuant to this Agreement during such twelve (12) month period, as applicable. With respect to the foregoing, "liability" shall be liability as finally adjudicated by a court of competent jurisdiction, or as paid in a mutually agreed upon settlement.

(c) To the extent Client incurs damages caused by an unauthorized disclosure of Client Data caused solely and directly by Supplier, Supplier shall pay such reasonable and necessary costs associated with the following so long as the Client has not exceeded the level of records processed in the Supplier Software set forth in the SOW: (i) operating a toll-free telephone call center to handle inquiries as required by applicable Law; (ii) breach notification as required by applicable Law, which shall be limited to electronic breach notification if permitted under applicable Law; (iii) credit monitoring for those data subjects for whom notification is required by applicable Law; (iv) civil fines or penalties imposed by any regulatory agency against Supplier or Client; and, (v) engaging information technology consultants to assist with any mitigation and remediation of a breach of Client Data (collectively, the "**Breach Notification Costs**"). Notwithstanding

the foregoing, Client acknowledges and agrees that under no circumstances shall Supplier be responsible for any security incident, data breach, unauthorized access, unauthorized disclosures, unauthorized use or resultant Losses, damages or claims due to the actions or omissions of Client, or its officers, directors, employees, contractors, or agents, or the actions or omissions of any third party. The liability restrictions set forth in Section 11.1(b) shall not apply to Supplier's payment of Breach Notification Costs.

(d) The provisions of this Section are intended to provide limitations of the Parties' liability and are not to be construed as to allow a Party to recover for any damages or other claim more than once.

(e) Each Party shall have a duty to use Commercially Reasonable Efforts to mitigate damages for which the other Party is responsible.

Section 11.2 Force Majeure

(a) Neither Party shall be liable for any failure or delay in the performance of its obligations under this Master Agreement or any Statement of Work, if any, to the extent such failure or delay both:

(i.) is caused, directly or indirectly, without fault by such Party, by: fire, flood, earthquake, elements of nature or acts of God; strikes of third parties; acts of war, terrorism, riots, civil disorders, rebellions, or revolutions; quarantines, embargoes, and other similar governmental action; or any other similar cause beyond the reasonable control of such Party; and

(ii.) could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing Party through the implementation of a commercially reasonable disaster recovery/business continuity plan and use of alternate sources, work-around plans, contingency plans, or other means (including, in the case of Supplier, compliance with Supplier's obligations with respect to the provision of any disaster recovery services as set forth in any Statement of Work).

Events meeting both of the criteria set forth in clauses (i) and (ii) above are referred to collectively as "**Force Majeure Events**." The Parties expressly acknowledge that, except as otherwise expressly provided in a Statement of Work, Force Majeure Events do not include third party non-performance or the failure of an individual component or group of components (including but not limited to, hardware and software) used in delivery of the Services.

(b) Upon the occurrence of a Force Majeure Event and except for Client's payment obligations under any Statement of Work, the non-performing Party shall be excused from any further performance or observance of the affected obligation(s) for as long as such circumstances prevail and such Party continues to use Commercially Reasonable Efforts to attempt to recommence performance or observance whenever and to whatever extent practicable without delay. Any Party so delayed in its performance will promptly notify the other by telephone or by the most timely means otherwise available (to be confirmed in writing within two (2) Business Days of the inception of such delay) and describe in reasonable detail the circumstances causing such delay.

Section 11.3 Actions of Other Party

Neither Party shall be liable for any failure or delay in the performance of its obligations under this Master Agreement or any Statement of Work if and to the extent such failure or delay is caused by: (a) the actions or omissions of the other Party or the other Party's Affiliates, agents, third parties, or subcontractors; or (b) breaches of this Master Agreement or a Statement of Work by the other Party or the other Party's Affiliates, agents, third parties, or subcontractors.

ARTICLE 12 DISPUTE RESOLUTION

Section 12.1 Informal Dispute Resolution

(a) The Parties mutually agree that the interests of fairness, efficiency, and good business practices are best served when the Parties employ all reasonable and informal means to resolve any dispute under this Agreement prior to invoking a remedy provided elsewhere in this Agreement.

(b) The Parties will use their reasonable best efforts to resolve disputes arising under this Agreement at the lowest organizational level between each Party's staff with appropriate authority to resolve such disputes. When a dispute between the Parties cannot be resolved in the normal course of business, a designated representative of the Party initiating this dispute resolution process will notify a senior executive of the other Party in writing of the dispute, specifying the disputed issues. Thereafter, such executives, or their designated representatives, as applicable, will use their reasonable best efforts to resolve the dispute within seven (7) Business Days of submission by the other Party of such a dispute notice (or such longer time as the Parties may agree).

(c) If such senior executive representatives are unable to resolve the dispute within such period, the matter will be elevated to the chief executive officer of each Party, and they shall have a reasonable period of time following the seven (7) Business Day period in Section 12.1(b) above to resolve the dispute but in any event not exceeding twenty (20) Business Days from elevation to the chief executive officer level. If such chief executive officers are unable to resolve the dispute within such period, the Parties shall then be entitled to pursue any remedies as are available to the respective Party under this Agreement or otherwise.

(d) This Section 12.1 shall not be construed to prevent a Party from instituting, and a Party is authorized to institute, formal proceedings earlier to avoid the expiration of any applicable limitations period or to preserve a superior position with respect to other creditors.

Section 12.2 Formal Dispute Resolution

(a) If the Parties are unable to resolve any controversy or dispute arising under this Agreement as contemplated by Section 12.1, then such dispute may be submitted to a court of competent jurisdiction for determination at the election of either Party.

(b) This Agreement and performance under it shall be governed by and construed in accordance with the laws of State of Delaware without regard to its choice of law principles.

(c) Other than a claim for indemnity, neither Party may bring an action, regardless of form, arising out of this Agreement more than two (2) years after the cause of action was discovered by the Party bringing the action; provided, however, that this shall not limit a Party's ability to introduce events into evidence in support of a cause of action otherwise timely brought under this Section 12.2.

Section 12.3 Equitable Remedies

The Parties agree that in the event of any breach or threatened breach of any provision of this Master Agreement or any Statement of Work concerning (i) Confidential Information or Client Data, (ii) intellectual property rights, including Article 7 (Intellectual Property Ownership), or (iii) other matters for which equitable rights may be granted, money damages might be an inadequate remedy. Accordingly, such provisions may be enforced by seeking a preliminary or permanent, mandatory or prohibitory injunction or other order of a court of competent jurisdiction without first going through informal dispute resolution as set forth in Section 12.1.

ARTICLE 13 MISCELLANEOUS

Section 13.1 Interpretation

(a) In this Master Agreement and in any Statement of Work, words importing the singular number include the plural and vice versa and words importing gender include all genders. The word “person” includes, subject to the context in which it appears, an individual, partnership, association, corporation, trustee, executor, administrator, or legal representative.

(b) The division of this Master Agreement and any Statement of Work into Articles, Sections, subsections, and schedules and the insertion of any headings are for convenience of reference only and shall not affect its construction or interpretation.

(c) In this Master Agreement and in any Statement of Work, unless otherwise specifically provided:

(i.) The word “dollar” and the symbol “\$” refer to United States Dollars.

(ii.) References to “days” means calendar days unless “Business Days” are specified.

(iii.) The term “including” means “including, without limitation,” or “including, but not limited to.”

(d) The Parties are sophisticated and have been represented by counsel during the negotiation of this Master Agreement and each Statement of Work. As a result, the Parties believe the presumption of any Laws relating to the interpretation of contracts against the drafter thereof should not apply and hereby waive any such presumption.

Section 13.2 Binding Nature and Assignment

Neither Party may assign, voluntarily or by operation of law, any of its rights or obligations under this Agreement without the prior written consent of the other Party; provided, however, that either Party may assign its rights and obligations under this Master Agreement or any Statement of Work to an Affiliate or to an entity which effects a merger or other acquisition transaction involving such Party or otherwise acquires all or substantially all of the capital stock or assets of such Party. Subject to the foregoing, this Master Agreement and each Statement of Work shall be binding on and enforceable by the Parties and their respective successors and assigns. Any attempted assignment or delegation of all or any part of this Agreement that does not comply with this Section is void.

Section 13.3 Expenses

In this Master Agreement and each Statement of Work, unless otherwise specifically provided, all costs and expenses (including the fees and disbursements of legal counsel) incurred in connection with this Master Agreement or the applicable Statement of Work, and the completion of the transactions contemplated by this Master Agreement or the applicable Statement of Work, shall be paid by the Party incurring such expenses.

Section 13.4 Amendment and Waiver

This Agreement may not be modified, amended, or in any way altered except by written document duly executed by both of the Parties. No waiver of any provision of this Agreement, nor of any rights or obligations of any Party hereunder, will be effective unless in writing and signed by the Party waiving compliance, and such waiver will be effective only in the specific instance, and for the specific purpose, stated in such writing. No waiver of breach of, or default under, any provision of this Agreement will be deemed a waiver of any other provision, or of any subsequent breach or default of the same provision, of this Agreement. If the Parties believe that performance hereunder or any terms of this Agreement would violate applicable Law or such amendments are necessitated by new or amended laws or regulations, the Parties shall negotiate in good faith to amend this Agreement.

Section 13.5 Further Assurances; Consents and Approvals

Each Party shall provide such further documents or instruments required by the other Party as may be reasonably necessary or desirable to give effect to this Master Agreement and to carry out its provisions. Whenever this Master Agreement or any Statement of Work requires or contemplates any action, consent, or approval, such Party shall act reasonably and in good faith and (unless the Agreement expressly allows exercise of a Party's sole discretion) shall not unreasonably withhold or delay such action, consent, or approval.

Section 13.6 Severability

Any provision in this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be deemed to be restated to reflect as nearly as practicable the original intentions of the Parties in accordance with applicable Law. The remainder of this Agreement shall remain in full force and effect.

Section 13.7 Entire Agreement

This Master Agreement and each of the Statement of Works thereto, including the Appendices thereto, constitute the entire agreement between the Parties pertaining to the subject matter hereof and supersede all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, of the Parties pertaining to the subject matter hereof.

Section 13.8 Notices

Except as expressly otherwise stated herein, all notices, requests, consents, approvals, or other communications provided for, or given under, this Master Agreement, shall be in writing, and shall be deemed to have been duly given to a Party if delivered personally, or sent by first class mail or overnight courier to such Party, at its address set forth below, at such other telecopier number or address, or if sent by electronic mail to the address set forth below. In the event that any item hereunder is provided via electronic mail, such item must be followed by written copy to be delivered as set forth below. All notices will be deemed given when received in the case of personal delivery or delivery by mail or overnight courier, or when sent in the case of transmission by facsimile or electronic mail upon electronic confirmation of receipt.

Notices to Client shall be addressed as follows:

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

Notices to Supplier shall be addressed as follows:

Enterprise Health, LLC
1690 Broadway, Suite 550
Fort Wayne, IN 46802
Attn: CEO

With a copy to:

Enterprise Health, LLC
1690 Broadway, Suite 550
Fort Wayne, IN 46802
Attn: Chief Security Officer

With an email copy to (which shall not constitute notice):

horner@mieweb.com
mkrouse@mieweb.com
jdonnell@enterprisehealth.com

Notwithstanding the obligations set forth in this Section, the Parties acknowledge and agree that Supplier shall have the right to provide any necessary notices to Client's employees, agents, or contractors via electronic mail unless otherwise required to be delivered in a different format by applicable Law.

Section 13.9 Survival

Any provision of this Master Agreement or of any Statement of Work which contemplates performance or observance subsequent to any termination or expiration of this Master Agreement or of any Statement of Work shall survive expiration or termination of this Master Agreement or any Statement of Work until fulfilled and shall be binding upon all authorized successors and assigns of the Parties. In addition, Article 7 (Intellectual Property Ownership), Article 8 (Confidentiality) and Article 11 (Liability and Force Majeure) shall survive termination or expiration of this Agreement or any Statement of Work.

Section 13.10 Independent Contractors

This Master Agreement will not be construed to constitute either Party as a representative, agent, employee, partner, or joint venturer of the other. Supplier will be an independent contractor for its performance under this Master Agreement. Supplier will not have the authority to enter into any agreement, nor to assume any liability, on behalf of Client, nor to bind or commit Client in any manner.

Section 13.11 Third Party Beneficiaries

Nothing in this Master Agreement or in any Statement of Work, express or implied, is intended to confer rights, claims, causes of action, benefits, remedies, obligations, or liabilities on any person (including, without limitation, any employees of the Parties) other than the Parties, their Affiliates, or their respective successors or permitted assigns.

Section 13.12 Counterparts

This Master Agreement and each Statement of Work may be executed in one or more counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument.

Section 13.13 Federal Government End User Provisions

In the event that the Supplier Software may be delivered to a federal government end user or for ultimate federal government use: Supplier provides the Software solely in accordance with the following: Government technical data and software rights related to the Services include only those rights customarily provided to the public as specified in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not granted under these terms, it must negotiate with Supplier to determine if there are acceptable terms for granting those rights, and a mutually acceptable written addendum specifically granting those rights must be included in any applicable agreement.

[signature page following]

IN WITNESS WHEREOF the Parties have executed this Master Services Agreement as of the day and year written below.

ENTERPRISE HEALTH, LLC

**Salinas Valley Memorial Healthcare System
operating as Salinas Valley Health**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit 1

Statement of Work

Exhibit 2

Service Level Standards

1. **Availability of Services.** The Services shall be publicly available to End Users a minimum of 98% of the time during any twenty-four (24) hour period, 99.7% of the time during any seven (7) day period, and 99.9% of the time during any thirty (30) day period; and there will be no period of interruption in public accessibility to the Software Services that exceeds two (2) continuous hours.

2. **Remedies.** Client may immediately terminate this Agreement without a further cure period if: (x) any breach of this Exhibit 2 is not cured within the lesser of the next measurable period (only if applicable) or five (5) days, (y) the same subsection is breached a second time, or (z) there are two (2) breaches of separate subsections (even if cured) within any three (3) month period. Client's termination is the sole remedy to Client for Supplier's violation of the Service Level Standards set forth in this Exhibit 2.

3. **Support.** At no cost during the Term of an applicable Statement of Work, Supplier agrees to:

(a) Ensure that the Supplier Software continues to perform in accordance with the description of Services in this Agreement and applicable Statement(s) of Work; and

(b) Provide all routine maintenance and periodic version updates and bug fixes necessary for the Supplier Software to remain current and to continue operating in accordance with the specifications set forth in a SOW and the above Service Level Standards; and

(c) Provide a telephone toll-free hot-line or assistance number twenty-four (24) hours per day, seven (7) days a week to answer questions Client may have regarding use of the Software Services and to assist Client in use of the Software Services. Supplier shall provide an immediate telephone response by trained representatives as soon as reasonably possible after Client's placement of a call, but in no event more than three (3) business hours after Client's notification of an error that causes the Services to cease to function in any material respect, and will resolve such error in accordance with Supplier's standards escalation periods for such errors.

Exhibit 3

Data Processing Addendum

[To be attached if applicable.]

Exhibit 4

Third Party Client Addendum

[To be attached if applicable.]

Exhibit 1

Statement of Work

This Statement of Work (the “SOW”) is entered into:

Effective as of: **09/28/2026 (the “SOW Effective Date”)**
by and between: **Salinas Valley Memorial Healthcare System (“Client”)**
And
Enterprise Health (“Supplier”)

pursuant to:

The Master Services Agreement **09/28/2026**
(the “Agreement”) effective as of

by and between: **Client and Supplier**

The terms and conditions of the Agreement are incorporated into this SOW by reference. In the event of a conflict between the Agreement and the SOW, the terms and conditions of the SOW shall take precedence in accordance with Section 2.2 of the Agreement. All capitalized terms have the respective meanings given to them in the Agreement. Any revisions, amendments, addendums, or other changes to this SOW shall be governed by the Change Order Procedures set forth in Section 2.3 of the Agreement.

1. SOW Term and Termination

This term of this SOW is effective as of the SOW Effective Date and continues in full force and effect for three (3) year[s] (“Initial SOW Term”). Following the Initial SOW Term, this SOW shall automatically renew for consecutive one (1) year terms (each a “Renewal SOW Term”), unless earlier terminated in accordance with the provisions of this SOW. The Initial SOW Term and Renewal SOW Term(s) shall collectively be referred to as the “SOW Term.” Following the Initial SOW Term, either party may terminate this SOW by providing at least ninety (90) days written notice to the other party.

2. Description of Services

Pursuant to the terms of this Agreement and the SOW, Supplier will provide Client with a non-exclusive, non-perpetual, and non-transferable right to access and use the Services, which includes the Enterprise Health Solution (“EHS”), for the number of users set forth in this SOW (the “End Users”). Supplier will host the EHS in Supplier’s data center, and will provide training, configuration, and deployment services as explicitly set forth in this SOW.

2.1. Standard Functionality and Features

The following standard functionality and features of EHS are included in scope for base solution configuration, deployment, and training.

- Built on a certified electronic health record

- Certified employee/patient portal
- Certified supervisor/employer portal
- Allergy injection management
- Allergy intolerance management
- Audiometric testing
- Audit logs
- Bubble forms/optical mark recognition ("OMR")
- Case management - work-related
- Check-in/check-out
- Clinical decision support/scripted rules
- Clinical quality management
- Condition/problem list management (ICD-10)
- COVID-19 Monitoring
- Dictation/transcription/voice recognition
- Document management
- Document queue/inbox
- Document transmission
- Driver fitness determination
- Drug screen results
- EKG management
- Electronic prescribing/medication management
- Electronic signature
- Email management
- Emergency/break the glass access
- Employer organizations
- Encounter templates/visit notes
- Ergonomic screening questionnaire
- Flowsheet templates
- Forms library/forms management
- Health surveillance management
- Injection/immunization management
- Injury/illness reporting and management
- Insurance card scanning
- Language options/international settings
- Lost time tracking
- Mass injection management
- Order and result management
- OSHA logs
- Outbound Faxing
- Patient registration

- Phone notes
- Photo capture
- Pre-employment management
- Provider management
- Pulmonary function testing
- Questionnaire management
- Reminders/alerts/notifications
- Reporting
- Respirator fit testing
- Restriction and accommodation management
- Scheduling
- Tasking
- Travel management
- Vision testing
- Vitals tracking and management
- Workers' compensation management

The foregoing standard functionality and features may be altered or modified by Supplier.

2.2. Project Deployment Outline

2.2.1. Project Initiation

- Assignment of an account management team
 - Account manager
 - Project manager
 - Deployment personnel
- Creation of project artifacts for standard program deployment
 - Project charter
 - Project plan (includes risk analysis)

2.2.2. Base Enterprise Health Solution Deployment

Base solution setup and configuration of standard programs and features outlined in Section 2.1 of this SOW will commence soon after SOW execution and can be completed using a rapid deployment approach. The base solution is set up and configured using a Supplier-led standard, disciplined, workflow driven process.

2.2.3. Enterprise Health Solution Consulting

In parallel with base solution deployment, Supplier will consult with Client and Client will coordinate with and assist Supplier to:

- Identify, scope, and schedule client-specific configuration requirements based on client workflows, use cases, and unique practices.
- Identify, scope, and schedule any client-specific custom development requirements.
- Identify, scope, and schedule any optional program/feature requirements, including, but not limited to:

- Absence Management
- Asset Management
- Charge Capture / Billing Interface / Fee Schedule Management
- Check-in Kiosk
- Chronic Disease Management
- Employee Assistance Program (EAP) Management - Enhanced EAP Encounters, Worklist, and Reports
- Healthwise patient education
- Inbound Faxing
- Inventory Management
- Mobile Application
- Radiology / Image Management
- Telehealth
- Wellness Program Management - Enhanced HRA Consult Encounter
- Identify, scope and schedule interoperability requirements including data migration, interface and SSO projects.
- Identify, scope and schedule technical requirements including optional hosting environments.
- Provide guidance on best practices based on deployments with other Enterprise Health clients.
- Develop relevant scope document(s) and project plan(s).

In the event Client opts to deploy any Client-Specific configuration requirements, custom development requirements, optional programs/features, interoperability requirements, and/or technical project requirements Client agrees that such requirements shall be subject to additional fees (estimated fee ranges provided in the Estimate of Client-Specific Configuration, Interoperability, and Technical Project Fees table in Section 5.5 of this SOW), governed by a separate scope document, and subject to the terms of the Agreement.

2.2.4. Vendor Governance

Supplier will assist the Client in facilitating the fulfillment of Client cybersecurity and privacy approval processes. Upon request, Supplier will provide Client with its security and privacy policies and procedures and appropriate information security artifacts in accordance with the terms set forth in Section 8.2(a) of the Agreement.

2.3. Training

Supplier will initiate workflow-, program-, and feature-specific training with the Client project team as part of base solution deployment. This initial training will include product demonstrations and access to applicable learning management system ("LMS") courses to enable the Client project team to make informed setup and configuration decisions.

Other training modalities (see Section 2.3.2. of this SOW) will be scheduled in preparation for go-live and will generally occur within a few weeks of planned go-live date(s).

2.3.1. Training Costs

The cost for one trainer to provide five (5) full days of remote training sessions prior to go-live is included in the base solution deployment fees. For training sessions exceeding ten (10) users, Supplier

recommends a minimum of two (2) trainers. Supplier offers online training via web conferencing and onsite training.

The cost of additional training (online or onsite) conducted Monday through Friday, is \$1,400/day or \$175/hr. For weekend or holiday training, the cost is \$225/hr. Hours spent traveling to and from an onsite training facility will be billed at \$125/hr. Travel mileage, flights, hotels, and associated meal and parking expenses are invoiced at cost. Training expenses set forth in this Section are expensed per trainer.

2.3.2. Training Modality Options

During base solution deployment and consulting, the Supplier project team will closely work with the Client to identify and document the most effective training modality and plan. Training modality options include:

Train-the-Trainer

A trainer will educate a small group of individuals designated by the Client on all modules of EHS. This group of individuals will become superusers, responsible for conducting end-user training for all clinic users, across all locations. In this model, superusers are trained not only on system administrator functionality, but also on all modules and functionality of the software (e.g., scanning/indexing, scheduling, nursing functions, physician functions, case management, etc.).

Superuser Training

A trainer will teach a small group of individuals designated by the Client on the system administrator components of EHS. This is done in conjunction with either the train-the-trainer or end-user training options.

End-User Training

A trainer will conduct training sessions for groups of End Users designated by Client on role-specific programs and features of EHS. When onsite, a classroom setting, where each employee has access to a personal computer with internet, is recommended but not required.

2.3.3. Training Clarifications/Assumptions

- Supplier will provide training session agendas with brief descriptions, and handouts will be distributed prior to the training.
- All remote training may be recorded and accessed for assistance in training future hires or employees.
- Client will reserve space for training and create a training calendar.
- Supplier will provide a training environment where users may practice at any time.
- Client will schedule equipment training (for any new, purchased equipment) with the appropriate vendor(s). Ideally, this should occur before employees receive full EHS training, so they can practice with the integration of devices in the test system.
- Client will provide high-level system workflow/process diagrams for all business processes within the system.
- Client may create workflow-specific test scripts or job aid materials.
- Supplier will provide training on system administrator components (e.g., user access, security, system settings, etc.).
- Supplier will introduce Help Desk support (FAQ, when to call, who to call).

- Supplier will review the process for implementing upgrades and new features.

2.3.4. Go Live Support

Following training, Supplier personnel provide remote go-live support, including hypercare support services during go-live to address any urgent configuration, training, or application usage issues. Supplier personnel also provide stabilization services for thirty (30) days post go-live. Project management and deployment services conclude thirty (30) days post go-live.

On-site go-live support is optional, but recommended. For an additional cost:

- A trainer can be onsite for go-live, at one (1) or all locations. Additional trainers are available, if needed.
- Go-live can be staggered across different locations and on different dates.

2.4. Support

Standard support services include patches, upgrades, bug-fixes, and help desk support for the standard product, at no additional charge. Supplier provides support personnel by phone, twenty-four (24) hours a day, seven (7) days a week. Client can expect calls to be answered directly during normal office hours Monday through Friday from 8:00 AM-5:00 PM EDT, and a call-back within thirty (30) minutes outside of those hours for emergency support.

2.4.1. Available Support Options

Supplier offers additional premium support options which provide Client with a named support professional and reserved application support, development, and IT consulting hours on a discounted basis. The fees represented in Section 5 of this SOW reflect the standard support that Supplier offers to all of its clients. Additional support option details are available upon request.

3. Professional Services

The following professional services are included:

3.1. Account Management

Supplier will assign an account manager to Client to be responsible for executive-level communications regarding the relationship between Supplier and Client, this SOW, and any future SOWs.

3.2. Project Management

Supplier will provide project management services that include business rules requirements gathering, documentation, and project management. Supplier will create a project plan that will be shared with the Client. The Client retains responsibility for writing, updating, and maintaining their own standard operating procedures and test scripts. The Client can leverage Enterprise Health help documentation and training material, along with Client standard operating procedures ("SOPs") to develop test scripts as needed.

For projects that require participation from third parties, Supplier shall include a customary amount of professional service hours in its quotes to Client in anticipation of the need for project management. If Supplier determines that a third party is not performing its duties, is not timely in completing its action

items, or otherwise unnecessarily increases Supplier's professional services expenditure, then Client understands that additional professional services hours may be required.

3.3. Deployment Professional Services

Deployment or technical meetings should be scheduled Monday through Friday, during normal business hours. According to Supplier's standard rate schedule, after-hours, weekend, or holiday meetings are subject to additional fees. Deployment services include meeting agendas / minutes, standing weekly deployment meetings, base solution configuration and consulting, and assistance with testing.

4. Clarifications/Assumptions

- Client will cooperate with Supplier in promptly responding to all requests from Supplier.
- Client will appoint a project manager, and Client will provide sufficient support and information to meet all timelines.
- Client will create a backup of any legacy database(s) prior to any data conversion. If no issues occur during conversion, no protection for the database is required beyond the initial backup.
- All work is performed during agreed-upon business hours.
- Supplier will charge pass-through costs where applicable (e.g., travel).
- The majority of the deployment and migration process will be completed remotely.
- Client will require its End Users to agree to any terms of use or privacy policies set forth by Supplier, including those that may be applicable to any EHS portals.

5. Fees

5.1. Licensing Fees

Subject to the terms of the Agreement and this SOW, Client's payment of license fees provide the number of End Users set forth below with access to the EHS. Clients may choose not to enable and configure all features initially, and may choose to do so over time. License fees are tied to the number of End Users and not tied to the number of features enabled and configured; however, optional programs and features may result in additional fees in accordance with the terms of this SOW. The license set forth herein applies to all End Users, which includes physicians, physician assistants, nurse practitioners, nurses, medical assistants, schedulers, case managers, clinic administrators, safety personnel, etc. Under no circumstances shall Client allow any person or entity that is not designated as an End User by Client to access or use the EHS unless such person is also a designated trainer or superuser. Client shall be responsible for ensuring that access to the EHS is terminated for any End User that has been terminated or is no longer contracted by or employed by Client. Further, Client shall not allow its End Users, including employees and agents, to transmit nor permit the transmission of any material that is illegal, obscene, indecent, profane, discriminatory, fraudulent, slanderous, libelous, unlawfully harassing, or otherwise injurious to a third party. Client shall cause its End Users as well as any other employees and agents that have access to EHS to comply with all applicable laws, including, but not limited to (1) state and federal privacy laws and regulations including, but not limited to, the Health Insurance and Portability and Accountability Act of 1996, as amended ("HIPAA"), as well as all policies and procedures of Client and Supplier governing the privacy and security of personally identifiable information and/or protected health information; and (2) in the event that Client intends to enter any Client Data arising from or relating to individuals that reside outside of the United States of America, applicable laws governing such data sharing and processing. .

Based on our understanding that there are 4,000 employees, the annual license fee is \$54,560 (\$13.64 per employee). The cost for each additional employee is \$13.64 per year. Client shall immediately notify Supplier should Client want to change the number of employees.

Please note all licensing fees proposed above, and deployment costs outlined below are for United States sites only.

5.2. Interface Hosting Fees

Annual interface hosting fees cover the costs associated with maintaining and supporting the infrastructure required for security and reliable data exchange between systems. This includes network resources and regular monitoring to ensure seamless operation and connectivity for integrations. These fees will cover the following interfaces:

- SSO deployed with SAML 2.0 (uni-directional)
- Single HR interface from Workday to EH (uni-directional)
- Lab interface with Epic Beaker (bi-directional)
- Radiology Interface with Epic Radiant (bi-directional)
- CA state vaccination registry interface (outbound)
- TPA interface with AIMS (bi-directional)

Annual interface hosting fees for the 6 interfaces listed above are \$10,800 (\$1,800.00 each).

5.3. Hosting Environment Maintenance Fees

Annual hosting environment maintenance fees for the Minimax hosting environment are \$20,000.00

5.4. Base Solution Deployment and Consulting Fees

Base solution deployment fees and consulting fees for the standard EHS are \$50,000.00

5.5. Estimate of Client-Specific Configuration, Interoperability, and Technical Project Fees

Estimate of Client-Specific Configuration, Interoperability, and Technical Project Fees	Fee
Incremental configuration (client-specific configuration, options, custom development and allowance for typical incremental configuration) (NTE 200 hours)	\$50,000.00
Data migration/conversion of historical data from Cority ReadySet (NTE 275 hours)	\$33,750.00
Single HR demographics interface from Workday to EH (uni-directional)	\$15,000.00
Lab interface with Epic Beaker (bi-directional)	\$8,000.00
Radiology Interface with Epic Radiant	\$6,250.00
CA state vaccination registry interface (outbound)	\$4,000.00
TPA interface with AIMS (bi-directional) ¹	\$7,000.00
SSO deployed with SAML 2.0 (Imprivata)	\$2,000.00
TOTAL FEES	\$126,000.00

(1) Further mutual scoping needed to confirm pricing.

Note that potential costs charged by other vendors are not reflected in the prices above.

5.6. Reimbursable Expenses

Out-of-pocket costs, including any pre-approved travel expenses, requested by Client shall be treated as a pass-through expense by Supplier.

5.7. Standard Rate Card

Any professional services required outside the scope of this project are billable at the hourly rates below:

Service Category	Hourly Rate
Senior Systems Architect	\$ 400.00
Project Management	\$ 250.00
Development Services	\$ 250.00
Implementation/Training	\$ 250.00

6.1. Deliverables Summary

Deliverable	Date to Invoice	Estimated Timeline	Year 1	Years 2-3
Base Solution Deployment	Upon contract execution	~9 months	\$50,000.00	N/A

Client-Specific Configuration, Interoperability and Technical Projects (see items identified in section 5.3 above)	50% Upon Client acceptance of scope document, and 50% Upon Acceptance of User Testing	~9 months	\$126,000.00	N/A
Training (40 hours remote training included)	Additional training expenses invoiced upon Client acceptance of cost estimate	40 hours	Included	N/A
Post Go-Live Support (Remote)	N/A	30 Days	Included	N/A
Annual License Fees: 4,000 Employees	Upon contract execution, and thereafter, 1 year from previous effective date		\$54,560	\$54,560
Annual Interface Maintenance Fees	Upon contract execution, and thereafter, 1 year from previous effective date	N/A	\$10,800	\$10,800
Annual Minimax Hosting Environment Maintenance Fees	Upon contract execution, and thereafter, 1 year from previous effective date	N/A	\$20,000.00	\$ 20,000.00
		Total	\$261,360	\$85,360

IN WITNESS WHEREOF, Client and Supplier have executed this SOW by their duly authorized representatives. The undersigned agree that the complete agreement between Supplier and Client consist of both (1) the Agreement; and (2) this SOW.

“Supplier”

“Client”

ENTERPRISE HEALTH

**Salinas Valley Memorial Healthcare System
operating as Salinas Valley Health**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Board Paper: Finance Committee

Agenda Item: **Consider Recommendation for Board Approval of VMware Infrastructure Renewal**
 Executive Sponsor: Alysha Hyland, Chief Administrative Officer
 Date: September 10, 2026

Executive Summary

VMware is the solution that Salinas Valley Health utilizes for managing and operating the server infrastructure for our onsite clinical and administrative information systems. Renewing the license is critical to maintaining ongoing access and management of our systems.

Renewing at three years provides a more favorable price structure than a single year renewal with savings of \$177,507 over three years (20.2% saved). This renewal also locks the annual price to avoid annual price increases for the length of the term.

Timeline/Review Process to Date

Renewal Term: 10/31/2026-10/30/2029

Pillar/Goal Alignment

✓ Quality/Safety ☐ People ✓ Operations ✓ Finance ☐ Growth ☐ Community/Service

Key Contract Terms	Vendor: VMware Infrastructure
1. Proposed effective date	October 31, 2026
2. Term of agreement	October 31, 2026 – October 30, 2029
3. Renewal terms	3 Year (no automatic renewal)
4. Termination provision(s)	None
5. Payment Terms	Net 30
6. Annual cost	\$234,350.00
7. Cost over life of agreement	\$703,050.00
8. Budgeted (indicate y/n)	Yes, operational

Recommendation

SVH Administration requests a recommendation from the SVH Finance Committee to the SVH Board for Approval of VMware Infrastructure software multi-year agreement in the amount of \$703,050.00

Attachments

- CDW Renewal Quote #6B12BKX
- CDW Vizient Brief
- Board Checklist



Quote Confirmation

AARON BURNSIDES,

Thanks for choosing CDW. Review the details of Quote # 6B12BKX and complete your purchase.

This proposal is subject to final CDW credit approval. Payment terms and conditions will be finalized in connection with such credit approval.

Quote #	Created	Account #
6B12BKX	08/24/2026	720970



Pricing and Availability Notice -

Due to ongoing supply chain challenges, some hardware manufacturers cannot guarantee product availability or pricing until the product is shipped. While we make every effort to honor quoted pricing, if a hardware manufacturer increases its price to CDW after a quote is issued or order is accepted, we may need to update your quoted price to reflect that change irrespective of any timeframes or validity periods set forth in the quote, including up to the date of shipment. In the event of a price adjustment, we will notify you prior to shipment. Any price adjustment would only occur if the hardware manufacturer increases its pricing to CDW.

Year 1 10/31/2026- 10/30/2027 Details

Quote Reference# 20260824

Delivery Address	Delivery Method
SALINAS VALLEY HEALTH, 450 E Romie Ln , Salinas, CA 93901-4098	Electronic Drop Ship

ITEM	PRICE	QTY	ITEM TOTAL
VMWARE BROADCOM BUNDLE MFG # VMW-CONFIG CDW # 9155654 Contract: Vizient Tier 4 Software (#IT0031) 1148 cores	\$234,350.00	1	\$234,350.00
Subtotal			\$234,350.00
Shipping			\$0.00
Contract Fee			\$0.00
Recycle Fee			\$0.00

	ITEM	PRICE	QTY	ITEM TOTAL
Sales Tax				\$0.00
Year 1 10/31/2026- 10/30/2027 Total				\$234,350.00

Year 2 10/31/2027 - 10/30/2028 Details

Quote Reference# 20260824

Delivery Address SALINAS VALLEY HEALTH, 450 E Romie Ln , Salinas, CA 93901-4098	Delivery Method Electronic Drop Ship
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	ITEM	PRICE	QTY	ITEM TOTAL
	VMWARE BROADCOM BUNDLE MFG # VMW-CONFIG CDW # 9155654 Contract: Vizient Tier 4 Software (#IT0031) 1148 cores	\$234,350.00	1	\$234,350.00
Subtotal				\$234,350.00
Shipping				\$0.00
Contract Fee				\$0.00
Recycle Fee				\$0.00
Sales Tax				\$0.00
Year 2 10/31/2027 - 10/30/2028 Total				\$234,350.00

Year 3 10/31/2028 -10/30/2029 Details

Quote Reference# 20260824

Delivery Address SALINAS VALLEY HEALTH, 450 E Romie Ln , Salinas, CA 93901-4098	Delivery Method Electronic Drop Ship
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	ITEM	PRICE	QTY	ITEM TOTAL
	VMWARE BROADCOM BUNDLE MFG # VMW-CONFIG CDW # 9155654	\$234,350.00	1	\$234,350.00

	ITEM	PRICE	QTY	ITEM TOTAL
	Contract: Vizient Tier 4 Software (#IT0031)			
	1148 cores			
Subtotal				\$234,350.00
Shipping				\$0.00
Contract Fee				\$0.00
Recycle Fee				\$0.00
Sales Tax				\$0.00
Year 3 10/31/2028 -10/30/2029 Total				\$234,350.00

Quote Summary

SUBTOTAL DETAILS			
CATEGORY			TOTAL
	Order Total		\$703,050.00

Billing Details

Billing Address
 SALINAS VALLEY MEMORIAL HEALTHCARE
 ACCOUNTS PAYABL
 PO BOX 3827
 SALINAS, CA 93912-3827
 US

Payment Terms
 Net 30 Days-Healthcare

Please remit payment to

CDW Government LLC
 75 Remittance Dr Ste 1515
 Chicago, IL 60675-1515

Need Help? Contact Your Account Manager

Lianet Cabrera

liangar@cdwg.com

[Help Center](#)

Terms and Conditions

This order is subject to CDW's Terms and Conditions of Sales and Service Projects found [here](#).

VMWare Terms of Service - English USA

Your use of the VMware by Broadcom offerings identified within this order are subject to (a) the standard end user agreement at <https://www.vmware.com/agreements.html>, (b) the Specific Program Documentation (the "SPD"), and/or SaaS Listing applicable to the VMware by Broadcom offerings and Maintenance located at <https://www.broadcom.com/licensing> and (c) the additional terms within this order (collectively, the "End User Terms"). Any terms that may appear on your purchase order that vary from or purport to add to the End User Terms (including, without limitation, pre-printed terms) are deemed not appended, inapplicable and void.

IT0031

CDW Government LLC

IT Hardware and Software Value Added Resellers

- Desktop/Workstations
- Notebooks/Laptops
- Tablets/eBook Readers
- Servers Storage and Memory products
- Displays & Projectors
- Networking Equipment
- Audio & Video
- Printers & Scanners Software Products
- IT Service

Effective dates: 01/01/2014 - 01/31/2027

Multi-source contract

OTHER CONTRACTS IN THIS CATEGORY IT0032 - Paragon Development Systems (PDS) IT VAR, IT0033 - PC Connection/MoreDirect/Gov Connection IT VAR, IT0034 - Insight Direct IT VAR

PREVIOUS CONTRACTS IN THIS CATEGORY IT132X - Eplus Technology, Inc., IT178X - CDW Government LLC, IT194X - Insight Public Sector, Inc., SVC1003X - Paragon Development Systems, U0919CX - PC Connection Information Tech Svcs, U0919GX - GovConnection Computer Services, U0919X - MoreDirect Information Tech Svcs

DISTRIBUTION Direct from the supplier

Agreement access

TO ACTIVATE CONTRACT TIERS - For those who have access to request tiers, click the purple "Activate Now" button on the catalog contract details page to launch the online activation process. Follow the prompts and provide all requested data until you reach the Submit stage. If requesting a different tier, click the purple "Request a New Tier" button and follow the same process.

ADDITIONAL FORM REQUIRED This contract requires an end user agreement or Supplier provided form. The form is completed as part of the online activation process described above.

Pricing and terms

PRICING Pricing detail is available from the Contract Documents area of the contract details page in Vizient Catalog.

PRICE TIERS Refer to Vizient Catalog for tier eligibility requirements. If you qualify for a different tier from the one your facility is currently on, click the "Request a New Tier" button on the Facility Status line to initiate a new tier request with the supplier. Follow the prompts and provide all requested data until you reach the Submit stage.

PRICE PROTECTION Firm Price, Entire Term of the agreement but may be subject to reduction due to market conditions.

CONTRACT TERM Initial term is effective through 12/31/2023; Mutual One (1) One Year Option; upon written agreement.

CONTRACT AND PRODUCT UPDATES Product and price updates, promotions, supplier news and other changes that occur during the term of this contract are shared via Vizient Catalog. They can be viewed at the Contract News link on the contract details page.

Contract process and award rationale

COMPETITIVE CONTRACTING PROCESS Vizient awards product agreements to the suppliers that offer best overall value, as determined through a comprehensive contracting process that follows the principles of the American Bar Association's Model Procurement Code and involves participating member organizations to the greatest practical degree. The process uses member-driven criteria and a weighted award decision tool that considers financial and product specification/quality factors. This contract was awarded based solely on the results of this process.

Based solely upon the results of this process, Vizient awarded this category as described on page 1.

Request for proposal

Vizient issued a request for proposal in March 2013.

The RFP was issued to these suppliers: : CDW Government LLC, ePlus Technology Inc., Insight Direct USA Inc., Kyocera, Paragon Development Systems Inc., PC Connection/MoreDirect, Inc. /GovConnection, Inc. Inc. Presidio, Sentinel Technologies, SHI International Corp., System Design Advantage LLC, The Ergonomic Group Inc., Upstate Wholesale Supply, and Zones Inc..

Responses were received from these suppliers: CDW Government LLC, ePlus Technology Inc., Insight Direct USA Inc., Kyocera, Paragon Development Systems Inc., PC Connection/MoreDirect, Inc. /GovConnection, Inc. Inc. Presidio, Sentinel Technologies, SHI International Corp., System Design Advantage LLC, The Ergonomic Group Inc., Upstate Wholesale Supply, and Zones Inc. .

Proposal evaluation

In addition to financial value, the proposals were evaluated based on the following product specification /quality factors, which were developed and weighted by Vizient's Information Technology Council in February 2013:

- breadth and depth of offering, supplier capabilities/member value, member preference, and terms and conditions

Member input

A member preference survey was conducted in April 2013 in conjunction with the request for proposal to assess which suppliers' members find acceptable and prefer to use. Results were factored into the award recommendation.

Best-and-final offer

Based on the scoring results, CDW Government, Insight Direct, Paragon Development Systems, and PC Connection/MoreDirect/GovConnection were invited to submit their best-and-final pricing offer in October 2013.

Award validation

Based on the proposal scorecard results and the recommendation of the council, Vizient awarded this category as described above.

Vizient wishes to thank the members of the Information Technology Council for their valuable direction and input into this award decision.

BOARD or CEO Packet Submission Checklist
VMware Infrastructure Renewal

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: **VP IT must review.**
 - ☐ RFP documentation *unless sole source or GPO applies. (2 vendor bid minimum)*
 - ☐ If Sole source – provide detailed justification
 - ✓ If GPO, submit qualifying verification from Supply Chain
 - ☐ If for professional/other services or medical/surgical equipment and supplies \$400,000 or more, check applicable option and include documentation:
 - ☐ RFP documentation *unless sole source or GPO applies. (2 vendor bid minimum)*
 - ☐ If Sole source – provide detailed justification
 - ☐ If GPO, submit qualifying verification from Supply Chain
 - ☐ If for non-medical materials/supplies/Public Works \$25,000 or more, check applicable option and include documentation:
 - ☐ RFP/Invitation for bids documentation (2 vendor bid minimum)
 - ☐ If Sole source – provide detailed justification
 - ☐ If GPO, submit qualifying verification from Supply Chain

Legal counsel/Contract Administrator/Specialist reviewed: No ___ or Yes ✓ ___ **By Whom:** Natalie James

SUBMITTED BY DEPARTMENT DIRECTOR OR DEPARTMENT ADMINISTRATOR:

 _____ Signature	Director/IT _____ Title/Dept.	09/11/2026 _____ Date
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REVIEWED BY: (In the following order) – If Capital; Axiom approval in lieu of signature.

VP IT: (if applicable)  _____	Date: _____
Director Supply Chain: <u>Judi Melton</u> _____	Date: <u>09/11/2026</u> _____

Board Paper: Finance Committee

Agenda Item: **Consider Recommendation for Board Approval of Stryker Power System 9**

Executive Sponsor: Alysha Hyland, Chief Administrative Officer

Date: September 21, 2026

Executive Summary

SVH Administration requests a recommendation for the SVH Finance Committee for Board approval to purchase the Stryker Power System 9 Large Power System for \$817,598.31 and enter into a two-year service agreement with Stryker for \$146,038.56, for a total purchase amount of \$963,636.87. The purchase will replace the existing inventory of Stryker System 8 Large Power Sets, which has reached the end of its service life and can no longer be repaired when components fail. The Power System 9 provides improved durability, ergonomic handpieces, and battery charging through sterile wrap to reduce equipment downtime and improve workflow efficiency. Approval will ensure that surgical teams have reliable power equipment to support safe and efficient Orthopedic, Podiatry, Cardiac, and TAVR procedures.

Background/Situation

SVH currently maintains 10 Stryker Large Power Sets, 6 Sternal Cardiac Saws, 2 Redo Sternum Saws, and related attachments. This equipment has reached the end of its expected service life, and obsolete replacement parts prevent units from being repaired when they fail. Because the Large Power Sets support the Joint Replacement, Cardiac, and TAVR programs, equipment failures contribute to procedural delays, workflow inefficiencies, and increasing difficulty supporting surgical case volume.

The proposed Stryker Power System 9 is available through Vizient GPO and has demonstrated reliability with SVH orthopedic and cardiac surgeons. The system offers improved durability, ergonomic handpieces designed to reduce surgeon fatigue, and battery charging through sterile wrap to minimize downtime during sterile processing. Replacing the existing equipment will provide surgical teams with dependable power systems needed to support safe and efficient procedures. Supply Chain continues to negotiate with Stryker to secure additional savings before the purchase is finalized.

Timeline/Review Process to Date

- **June 2023:** Initial discussions with Stryker began to replace Small and Large Power Sets.
- **November 2024:** Board approved the Small Power replacement.
- **December 2024:** Small Power system implemented.
- **June 2025:** Budget approved for Large Power replacement.
- **September 2025:** Large Power replacement contract review initiated.
- **December 2025:** Project pushed to FY27 Budget.
- **August 2026:** Project revived and reevaluated.
- **September 2026:** Requesting Board Approval to proceed.

Strategic Plan Alignment

The purchase of the Stryker Power System 9 supports the organization's strategic commitment to delivering high-quality surgical care by providing reliable equipment for the Orthopedic, Cardiac, and TAVR service lines. Replacing the existing end-of-life equipment will improve operational reliability, minimize equipment downtime, and support safe and efficient procedures as surgical volume increases.

Pillar/Goal Alignment:

X Service ☐ People X Quality ☐ Finance X Growth X Community

Financial/Quality/Safety/Regulatory Implications

Key Contract Terms	Vendor: Stryker
1. Proposed effective date	September 30, 2026
2. Term of agreement	2 year Equipment: One-Time Stryker System 9 Purchase w/ 1-year initial warranty period w/ trade-in \$817,598.31 Service: Total Cost of Service Agreement \$146,038.56 Year 1 Service Term: Includes service for existing equipment plus the System 9 warranty Year 2 Service Term: Includes service for all equipment after the warranty period ends.
3. Renewal terms	None
4. Termination provision(s)	Service: Termination for Convenience 60-day notice
5. Payment Terms	Net 30
6. Annual cost	One-time Payment: \$817,598.31(Capital Purchase, Including tax, and Trade-in value) \$73,019.28 (Annual Service)
7. Cost over life of agreement	\$963,636.87
8. Budgeted (indicate y/n)	Approved budget is \$1,048,945

Recommendation

SVH Administration requests a recommendation from the SVH Finance Committee to the SVH Board for Approval to purchase the Stryker Power System 9 in the amount of \$817,598.31 and a two-year service agreement with Stryker in the amount of \$146,038.56, for a total purchase amount of \$963,636.87, subject to final legal review.

Attachments

- Capital Quote# 10890949
- Service Agreement Quote# 11150416
- GPO Brief MS1249
- Trade-in Quote

Quote Number: 10890949
 Prepared For: SALINAS VALLEY MEMORIAL HLTHCR SYSTEM
 Quote Date: 08/26/2026
 Division: Instruments



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

Equipment Products:

Product	Description	Qty	Sell Price
9208-000-000	SYSTEM 9 SAGITTAL SAW	10	\$8,560.68
9209-000-000	SYSTEM 9 PRECISION SAW	10	\$12,914.07
9206-000-000	SYSTEM 9 RECIPROCATING SAW	10	\$8,723.22
9205-000-000	SYSTEM 9 DUAL TRIGGER ROTARY HANDPIECE	10	\$10,651.82
6203-110-000	AO Small Attachment	10	\$1,412.30
6203-113-000	Hudson Attachment	10	\$1,412.30
6203-135-000	Hudson/Modified Trinkle Attachment	10	\$1,412.30
8203-126-000	DUAL TRIGGER PIN COLLET	10	\$2,270.15
8203-026-000	DUAL TRIGGER WIRE COLLET	10	\$2,270.15
8203-133-000	1/4" LOCKING KEYLESS CHUCK	10	\$1,396.28
6203-131-000	1/4" Keyed Chuck	10	\$1,391.11
6203-210-000	AO Large Reamer Attachemnt	10	\$1,412.30
9215-000-000	SYSTEM 9 LARGE BATTERY	40	\$1,124.33
9110-120-000US	System 9 Sterile Battery Charger w/ (B) NEMA Power Cord	3	\$9,084.60
7102-650-000	4 Handpiece Solid Container Bundle	10	\$2,881.00
9207-000-000	SYSTEM 9 STERNUM SAW	6	\$8,692.12
9208-000-000	SYSTEM 9 SAGITTAL SAW	2	\$8,560.68
7207-003-000	Sternum Blade Guard	12	\$539.88
7207-002-000	Long Sternum Blade Guard	6	\$539.88
7102-653-000	CONT W/ SOLID BTM KIT	8	\$2,445.00
9212-000-000	SYSTEM 9 SMALL BATTERY	6	\$1,050.13
7400-031-000	TPX OSCILLATING SAW	4	\$5,013.12

Price Totals:

Quote Number: 10890949
Prepared For: SALINAS VALLEY MEMORIAL HLTHCR SYSTEM
Quote Date: 08/26/2026
Division: Instruments



	Total Sell Price:	\$764,208.98
	Sales Tax:	\$70,689.33
	Grand Total:	\$834,898.31
	Third Party Directed Payment:	(\$17,300.00)
	Net Customer Purchase Order Amount:	\$817,598.31

Pricing does not include applicable taxes and shipping. This transaction includes a third-party used equipment purchase program, wherein a third-party purchases Customer's used equipment and pays Stryker for Customer's benefit. Customer is responsible to Stryker for the third-party payment or any shortfall and agrees to pay and make Stryker whole within 90 days of receipt of new product for the full value of the new equipment and/or related services invoiced.

F.O.B. Destination
Prices: In effect for 60 days
Terms: Net 30 days
Contact your local Sales Representative for more information about your flexible payment options.

Comments:

Quoted pricing expires October 1st 2026

Vizient Contract: MS1249

Includes one year free warranty

STRYKER REPRESENTATIVE SIGNATURE

AUTHORIZED CUSTOMER SIGNATURE

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

SERVICE AGREEMENT

These terms and conditions, consisting of this cover page and any attached and referenced exhibits and schedules (collectively, this “**Agreement**”), is entered into by and between Stryker Sales, LLC, acting through its Instruments division (“**Stryker**”) and SALINAS VALLEY MEMORIAL HLTHCR SYSTEM (“**Institution**”) and, if applicable, its owned and operated acute health care facilities as listed in Exhibit A (each individually referred to as a “**Participant**,” and collectively with Institution, as the “**Customer**”). Stryker and Customer are individually referred to herein as a “**Party**” and collectively as the “**Parties**.”

Overview and Background:	This Agreement sets forth the terms and conditions upon which Stryker will provide support and maintenance services as set forth in this Agreement (the “ Services ”). This Agreement shall also indicate the capital equipment or software set forth on an applicable Equipment Service Plan which is set forth on <u>Exhibit B</u> of this Agreement (collectively, the “ Equipment ”) being covered by such Services.
Effective Date and Term:	The term of this Agreement shall commence on the date this Agreement is executed by the last Party (the “ Effective Date ”) and shall continue so long as Services are being provided under a Service Plan (the “ Term ”).

Signatures: By executing this Agreement, each signatory represents and warrants that such person is duly authorized to execute this Agreement on behalf of the respective party.

SALINAS VALLEY MEMORIAL HLTHCR SYSTEM	STRYKER SALES, LLC.
Signature: <u>Allen Radner</u> Allen Radner (Nov 21, 2024 11:35 PST)	Signature: <u>Amanda Martin</u>
Name: <u>Allen Radner</u> Allen Radner (Nov 21, 2024 11:35 PST)	Name: <u>Amanda Martin</u>
Title: <u>President/CEO</u>	Title: <u>Sr Analyst ProCare Systems</u>
Date: <u>11/21/2024</u>	Date: <u>11/25/2024</u>
Address: 450 E ROMIE LN SALINAS California 93901-4029	Address: 1941 Stryker Way Portage, MI 49002 Attn: With a Copy to: Stryker Sales LLC. 1901 Romence Road Parkway Portage, MI 49002 Attn: Legal Counsel
Notices will be sent to the Parties at the addresses listed herein.	

- Services.** Stryker shall provide to Customer the Services indicated on the applicable Service Plan. This Agreement and the Service Plan is ancillary to and not a complete substitute for the requirements of Customer to adhere to the routine maintenance instructions provided by Stryker, its equipment and operations manuals, and accompanying labels and/or inserts for each item of Equipment. Customer covenants and agrees that its personnel will follow the instructions and contents of those manuals, labels and inserts. Stryker reserves the right to hire subcontractors to perform the Services provided under this Agreement.
- Customer Obligations.** Customer shall use commercially reasonable efforts to cooperate with Stryker in connection with Stryker’s performance of the Services. Customer understands and acknowledges that Stryker

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

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

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

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

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

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

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

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

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

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

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

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

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

14. **ProCare Protect**

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

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

15. **ProCare Prevent**

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

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

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

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

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

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

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

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

19. **Limitations and Exclusions from Service Plan.** Notwithstanding any other provision of this Agreement, the Service Plan(s) do not cover the following, as determined by Stryker in its reasonable discretion: (1) abnormal wear or damage caused by failure to perform normal and routine maintenance as set out in the applicable maintenance manual or operating instructions provided with the Equipment;

(2) catastrophe, fire, flood or act(s) of God; (3) damage resulting from faulty maintenance, improper storage, repair, handling or use, damage and/or alteration by non-Stryker-authorized personnel; (4) equipment on which any original serial numbers or other identification marks have been removed or destroyed; (5) damage caused as a result of the use of the Equipment beyond the useful life, if any, specified for such equipment in the user manual; (6) service Stryker cannot perform because the Equipment has been discontinued or its parts have been discontinued or made obsolete; (7) service to the Equipment if the Equipment or the Equipment site is contaminated with potentially infectious substances; (8) Equipment that has been repaired or used with any unauthorized or non-Stryker components or by an unauthorized or non-Stryker third party; or (9) any Services provided for Equipment used for navigation does not include: (a) parts, labor & travel associated with hardware or instrument upgrades needed to

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

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

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

EXHIBIT A
PARTICIPANT LIST

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

**EXHIBIT B
FORM OF SERVICE PLAN**

Pursuant to the terms of the Service Agreement (the "**Agreement**") entered into as of 11-25-2024 by and between SALINAS VALLEY MEMORIAL HLTHCR SYSTEM ("**Customer**"), and Stryker Sales LLC. ("**Stryker**"), the undersigned Participant desires to obtain the Services selected below, which, if applicable, will cover the Equipment indicated on Schedule 1 attached hereto. All capitalized terms not defined herein shall have the meanings set forth in the Agreement.

SERVICE PLAN EFFECTIVE DATE (if left blank, then the last-signed date below):	10-01-2026		
SERVICE PLAN TERM (in months):	24		
PARTICIPANT NAME/ ACCT #:	SALINAS VALLEY MEMORIAL HLTHCR SYSTEM		ACCT#: 210360
BILLING ADDRESS:	PO BOX 3827 POBox 3827 SALINAS, California, 93912-3827	PHONE : _____	
SHIP TO NAME AND ADDRESS:	SALINAS VALLEY MEMORIAL HLTHCR SYSTEM 450 E ROMIE LN SALINAS, California, 93901-4029	CUSTOMER PO# : _____ PO must match Agreement Term	
SELECTED SERVICE COVERAGE(S):	☐ Protect ☒ Prevent Navigation Airo		
SELECT PAYMENT PLAN: All payments due net 30 and do not include applicable tax.	☐ Monthly payment: <u>\$6,084.94</u>		
ADDITIONAL SERVICES (if applicable):			
ACCEPTED BY STRYKER: Stryker Sales, LLC., acting through its Instruments Division BY: _____ DATE: _____	SALINAS VALLEY MEMORIAL HLTHCR SYSTEM SIGNATURE: _____ NAME: _____ TITLE: _____ DATE: _____		

Quote Number: 11150416
Prepared For: SALINAS VALLEY MEMORIAL
HLTHCR SYSTEM
Account Number: 210360
Quote Date: 08/27/2026

CUSTOMER'S COPY
Proposal

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

PROCARE COVERAGE

Existing Equipment

Product	Description	Months	Qty
5400-052-000W	CORE 2 Console ProCare	24	2
SS62W	Speed Spray62 ProCare	24	1
9110-120-000W	System 9 Sterile Charger ProCare	24	1
0424-600-000W	STERI-SHIELD 8 SURGICAL HELMET ProCare	24	9
0424-610-000W	STERI-SHIELD 8 SURGICAL HELMET WITH LIGHT ProCare	24	3
0424-660-000W	STERI-SHIELD 8 BATTERY ProCare	24	9
0424-655-000W	STERI-SHIELD 8 120V CHARGER ProCare	24	2
4605-000-000W	SYSTEM 9 CORDLESS DRIVER PROCARE	24	6
4607-000-000W	System 9 CD NXT Handpiece ProCare	24	6
4000-000-000W	Cordless/Rotary Attch ProCare	24	12
4400-000-000W	POWEReam Attachment ProCare	24	3
9212-000-000W	SYSTEM 9 SMALL BATTERY PROCARE	24	3
7400-015-000W	TPX Micro Drill ProCare	24	4
7400-034-000W	TPX Sagittal Saw ProCare	24	4
7400-037-000W	TPX Reciprocating Saw ProCare	24	4
7400-062-000W	TPX Electric Wire Driver ProCare	24	4
7400-099-000W	TPX Universal Driver ProCare	24	4

Instruments

7400-000-000W	TPX Attachment ProCare	24	8
9000-200-000W	ProCare Diagnostic Services Tier 1	24	2

New Equipment

Product	Description	Months	Qty
9205-000-000W	SYSTEM 9 DUAL TRIGGER ROTARY PROCARE - First Year Included	24	10
9206-000-000W	SYSTEM 9 RECIPROCATING SAW PROCARE - First Year Included	24	10
9208-000-000W	SYSTEM 9 SAGITTAL SAW PROCARE - First Year Included	24	12
9209-000-000W	SYSTEM 9 PRECISION SAW PROCARE - First Year Included	24	10
9207-000-000W	SYSTEM 9 STERNUM SAW PROCARE - First Year Included	24	6
9000-000-000W	SYSTEM 9 ATTACHMENT PROCARE - First Year Included	24	12
9215-000-000W	SYSTEM 9 LARGE BATTERY PROCARE	24	6
7400-031-000W	TPX Oscillating Saw ProCare - First Year Included	24	4
9110-120-000W	System 9 Sterile Charger ProCare - First Year Included	24	3

Procure Coverage Amount	\$146,038.56
Monthly Payment	\$6,084.94

SCHEDULE 1 to EXHIBIT 1
EQUIPMENT

Quote Number: 11150416
Prepared For: SALINAS VALLEY MEMORIAL HLTHCR SYSTEM
Account Number: 210360
Quote Date: 08/27/2026

Repair Items Schedule 1 - Section A

Product #	Description	Serial #
5400-052-000W	CORE 2 Console ProCare	2412300689
5400-052-000W	CORE 2 Console ProCare	2412300789
9110-120-000W	System 9 Sterile Charger ProCare	AC2400581009
4605-000-000W	SYSTEM 9 CORDLESS DRIVER PROCARE	2425718523
4605-000-000W	SYSTEM 9 CORDLESS DRIVER PROCARE	2425719123
4605-000-000W	SYSTEM 9 CORDLESS DRIVER PROCARE	2425719263
4605-000-000W	SYSTEM 9 CORDLESS DRIVER PROCARE	2426211113
4605-000-000W	SYSTEM 9 CORDLESS DRIVER PROCARE	2426211153
4605-000-000W	SYSTEM 9 CORDLESS DRIVER PROCARE	2435201953
4607-000-000W	System 9 CD NXT Handpiece ProCare	2334106993
4607-000-000W	System 9 CD NXT Handpiece ProCare	2334107053
4607-000-000W	System 9 CD NXT Handpiece ProCare	2427715583
4607-000-000W	System 9 CD NXT Handpiece ProCare	2431600123
4607-000-000W	System 9 CD NXT Handpiece ProCare	2431600203
4607-000-000W	System 9 CD NXT Handpiece ProCare	2431600333
9212-000-000W	SYSTEM 9 SMALL BATTERY PROCARE	N/A
7400-015-000W	TPX Micro Drill ProCare	2422711753
7400-015-000W	TPX Micro Drill ProCare	2426908663
7400-015-000W	TPX Micro Drill ProCare	2426908673
7400-015-000W	TPX Micro Drill ProCare	2426908683
7400-034-000W	TPX Sagittal Saw ProCare	2424162663
7400-034-000W	TPX Sagittal Saw ProCare	2424162673
7400-034-000W	TPX Sagittal Saw ProCare	2424162683
7400-034-000W	TPX Sagittal Saw ProCare	2424162693
7400-037-000W	TPX Reciprocating Saw ProCare	2320101213
7400-037-000W	TPX Reciprocating Saw ProCare	2408260793
7400-037-000W	TPX Reciprocating Saw ProCare	2408260843

Instruments

7400-037-000W	TPX Reciprocating Saw ProCare	2427558163
7400-062-000W	TPX Electric Wire Driver ProCare	2430533913
7400-062-000W	TPX Electric Wire Driver ProCare	2430534493
7400-062-000W	TPX Electric Wire Driver ProCare	2430534503
7400-062-000W	TPX Electric Wire Driver ProCare	2430534573
7400-099-000W	TPX Universal Driver ProCare	2430537663
7400-099-000W	TPX Universal Driver ProCare	2430538113
7400-099-000W	TPX Universal Driver ProCare	2430541153
7400-099-000W	TPX Universal Driver ProCare	2430541393
9000-200-000W	ProCare Diagnostic Services Tier 1	N/A
9205-000-000W	SYSTEM 9 DUAL TRIGGER ROTARY PROCARE	N/A
9206-000-000W	SYSTEM 9 RECIPROCATING SAW PROCARE	N/A
9208-000-000W	SYSTEM 9 SAGITTAL SAW PROCARE	N/A
9209-000-000W	SYSTEM 9 PRECISION SAW PROCARE	N/A
9207-000-000W	SYSTEM 9 STERNUM SAW PROCARE	N/A
9215-000-000W	SYSTEM 9 LARGE BATTERY PROCARE	N/A
7400-031-000W	TPX Oscillating Saw ProCare	N/A
9110-120-000W	System 9 Sterile Charger ProCare	N/A

Replacement Items Schedule 1 - Section B

Product #	Description
SS62W	Speed Spray62 ProCare
0424-600-000W	STERI-SHIELD 8 SURGICAL HELMET ProCare
0424-610-000W	STERI-SHIELD 8 SURGICAL HELMET WITH LIGHT ProCare
0424-660-000W	STERI-SHIELD 8 BATTERY ProCare
0424-655-000W	STERI-SHIELD 8 120V CHARGER ProCare
4000-000-000W	Cordless/Rotary Attch ProCare
4400-000-000W	POWEReam Attachment ProCare
7400-000-000W	TPX Attachment ProCare
9000-000-000W	SYSTEM 9 ATTACHMENT PROCARE

MS1249

Stryker Sales, LLC

Ortho Power Tools and Accessories

Effective dates: 10/01/2023 - 09/30/2026

Multi-source contract

OTHER CONTRACTS IN THIS CATEGORY MS1247 - Brasseler USA Medical Ortho Power Tools, MS1248 - ConMed Ortho Power Tools and Accessories , MS1252 - Zimmer US Ortho Power Tools and Accessories

PREVIOUS CONTRACTS IN THIS CATEGORY MS6921 - Brasseler Ortho Power Tools, MS6922 - ConMed Ortho Power Tools, MS6923 - Stryker Ortho Power Tools

DISTRIBUTION Through your Vizient Authorized Distributor for Med/Surg products OR direct from the supplier

Agreement access

TO ACTIVATE CONTRACT TIERS - For those who have access to request tiers, click the purple "Activate Now" button on the catalog contract details page to launch the online activation process. Follow the prompts and provide all requested data until you reach the Submit stage. If requesting a different tier, click the purple "Request a New Tier" button and follow the same process.

Pricing and terms

PRICING Refer to Vizient Catalog for line-item pricing.

PRICE TIERS Refer to Vizient Catalog for tier eligibility requirements. If you qualify for a different tier from the one your facility is currently on, click the "Request a New Tier" button on the Facility Status line to initiate a new tier request with the supplier. Follow the prompts and provide all requested data until you reach the Submit stage.

PRICE PROTECTION Firm Price, Initial Term of the agreement but may be subject to reduction due to market conditions.

CONTRACT TERM Initial term is effective through 09/30/2026; Mutual Two (2) One Year Options.

CONTRACT AND PRODUCT UPDATES Product and price updates, promotions, supplier news and other changes that occur during the term of this contract are shared via Vizient Catalog. They can be viewed at the Contract News link on the contract details page.

Contract process and award rationale

COMPETITIVE CONTRACTING PROCESS Vizient awards product agreements to the suppliers that offer best overall value, as determined through a comprehensive contracting process that follows the principles of the American Bar Association's Model Procurement Code and involves participating member organizations to the greatest practical degree. The process uses member-driven criteria and a weighted award decision tool that considers financial and product specification/quality factors. This contract was awarded based solely on the results of this process.

Based solely upon the results of this process, Vizient awarded this category as described on page 1.

Request for proposal

Vizient issued a request for proposal in September 2022.

The RFP was issued to these suppliers: Brasseler USA Medical, ConMed Corporation, Jarmon Medical, Omega Surgical Instruments, Stryker Sales, LLC, Zimmer USA Inc.

Responses were received from these suppliers: Stryker Sales, LLC, ConMed Corporation, Brasseler USA Medical, Zimmer US, Inc.

Proposal evaluation

In addition to financial value, the proposals were evaluated based on the following product specification /quality factors, which were developed and weighted by Vizient's Orthopedic Council in August 2022:

- Service, Supply and Value Adds, Clinical Quality and Product Acceptability, Breadth and Depth, EPS, Terms and Conditions, Member Preference

Member input

A member preference survey was conducted in November 2022 in conjunction with the request for proposal to assess which suppliers' members find acceptable and prefer to use. Results were factored into the award recommendation.

Best-and-final offer

Based on the scoring results, Stryker Sales, LLC, ConMed Corporation, Brasseler USA Medical, Zimmer US, Inc were invited to submit their best-and-final pricing offer in May 2023.

Award validation

Based on the proposal scorecard results and the recommendation of the council, Vizient awarded this category as described above.

Vizient wishes to thank the members of the Orthopedic Council for their valuable direction and input into this award decision.



Purchase Estimate

PO059866

9/10/2025

Billing:

SALINAS VALLEY MEMORIAL HLTHCRE -
210360
450 E ROMIE LN
SALINAS, CA, 93901-4029

Ship To

AA Medical
Shipping Department
9830 W. 190th St.
Mokena IL 60448
United States

AA Medical Contacts:

Sam Diehl
Bryce Fredrickson

Payee Contact	Terms	Expiration Date	Quote #
Katie Kipp		11/1/2026	

Qty	Item	Description
2	6110-120	Stryker System 6 Battery Charger
10	6203-131-000	Stryker 1/4" Jacobs Chuck
10	8203-126-000	Stryker Dual Trigger Pin Collet 2.0 - 3.2 mm
10	8203-126-000	Stryker Dual Trigger Pin Collet 2.0 - 3.2 mm
10	6203-135-000	Stryker Hudson Modified Trinkle Attachment
10	6203-113-000	Stryker Hudson Drill Attachment
10	6203-110-000	Stryker AO/Quick Connect Small Attachment
10	8206-000-000	Stryker System 8 Reciprocating Saw
10	8205-000-000	Stryker System 8 Dual Trigger Rotary Handpiece
10	8208-000-000	Stryker System 8 Sagittal Saw
4	8207-000-000	Stryker System 8 Sternum Saw
8	7207-003-000	Stryker Sternum Blade Guard, Standard
4	7207-002-000	Stryker Sternum Blade Guard, Long
2	8208-000-000	Stryker System 8 Sagittal Saw

Total \$17,300.00

All Purchase Estimates are based on equipment being in good, working condition. Pricing is subject to change after expiration date.



PO059866

AA Medical
9830 W 190th St, Suite M | Mokena, IL 60448

1 of 1

Financial Performance Review

July 2026

Iftikhar Hussain
Chief Financial Officer

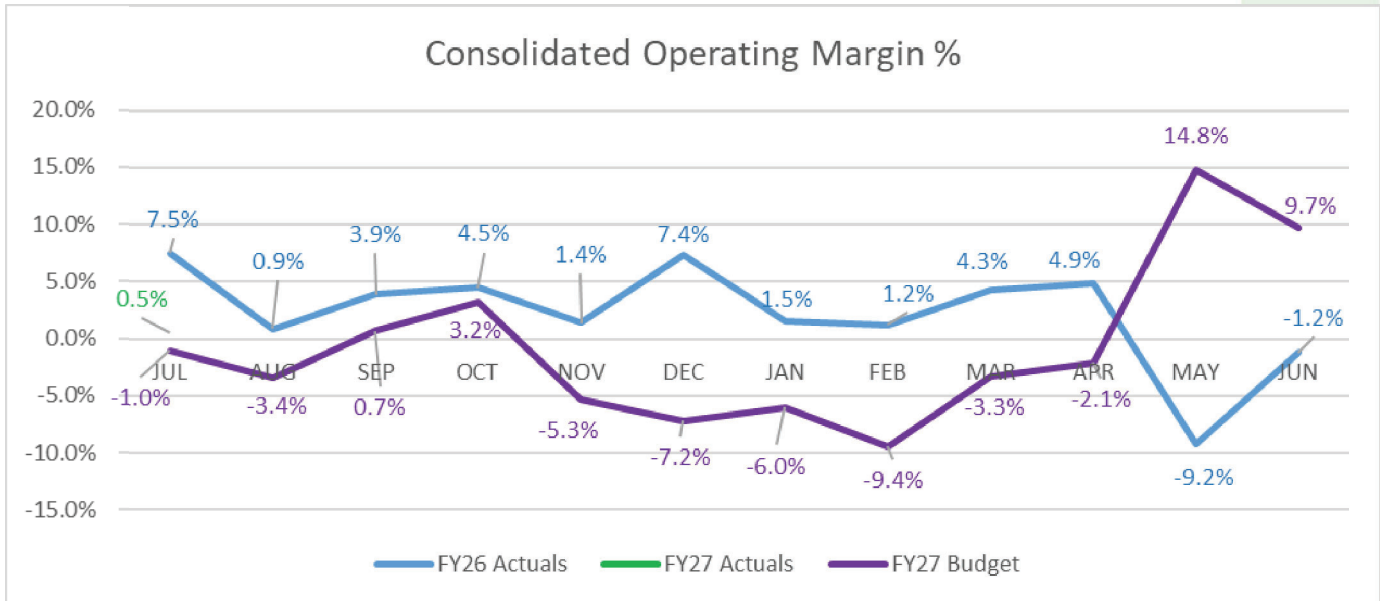
Consolidated Financial Results July 2026

Month					\$ in Millions	YTD				
July			Bud Variance (unfav)			July			Bud Variance (unfav)	
Actual	Budget	Prior Year	\$	%		Actual	Budget	Prior Year	\$	%
\$ 75.4	\$ 72.5	\$ 76.2	\$ 2.9	4.0%	Operating Revenue	\$ 75.4	\$ 72.5	\$ 76.2	\$ 2.9	4.0%
75.0	73.2	71.1	(1.8)	-2.5%	Operating Expense	75.0	73.2	71.1	(1.8)	-2.5%
0.4	(0.7)	5.1	1.1	157.1%	Income from Operations	0.4	(0.7)	5.1	1.1	157.1%
0.5%	-1.0%	6.7%	1.5%	150.00%	Operating Margin %	0.5%	-1.0%	6.7%	1.5%	150.0%
					Op. margin % full year target		2.4%			
(0.8)	4.0	0.9	(4.8)	-120.0%	Non Operating Income	(0.8)	4.0	0.9	(4.8)	-120.0%
(0.4)	3.3	6.0	(3.7)	-112.1%	Net Income	(0.4)	3.3	6.0	(3.7)	-112.1%
-0.6%	4.5%	7.9%	-5.1%	-113.33%	Net Income Margin %	-0.6%	4.5%	7.9%	-5.1%	-113.3%

Supplemental Payments

There were no supplemental payments received in July

Consolidated Operating Margin



3

Key Financial Indicators

Indicator Metric		YTD 7/31/2026	Budget	S&P A+ Rated	YTD Prior Year
Operating Margin		0.5%	-0.3%	4.0%	6.4%
Total Margin		-0.6%	5.1%	6.6%	7.9%
EBITDA Margin		5.8%	5.4%	13.6%	10.2%
Days of Cash		351	317	249	375
Days of Accounts Payable		46	45	-	44
Days of Net Accounts Receivable		64	60	49	68
Supply Expense as % NPR		17.7%	17.3%	-	13.4%
Labor Expense as % NPR		56.0%	53.8%	53.7%	50.7%
Operating Expense per APD		7,486	7,408	-	7,863

4

Executive Summary

- July volumes were mixed with admissions of 1,073 at budget and 19% higher than prior year
- Census was 10% higher than budget and prior year
- ER volume was down 3% from PY due to low OP visits
- Surgery cases were close to budget and PY
- Infusion cases was off 5% from PY.
- Imaging was higher than budget and PY
- Deliveries were up 4% from PY
- Cath Lab – July cases are up 5% from PY

5

Executive Summary: July Financial Performance – Continued

Cost and Utilization:

- **Worked FTEs** on a per Adjusted ADC basis were **8%** favorable at **6.9** - compared to a target of **7.5**
- **Payor Mix** was unfavorable with higher Medi-Cal and lower commercial as a percentage of gross revenue
- **Non-Operating Income** was under budget by \$4.8 million due to investment income unrealized losses due to higher interest rates
- **Days in AR** at **64** flat with prior month
- **Days Cash on Hand** decreased by 2 days to 351

Key Metrics	Prior 3 Months			Current Month	
	Apr-26 Actual	May-26 Actual	Jun-26 Actual	Jul-26 Actuals	Jul-26 Budget
Total Gross Revenue	\$ 298,735	\$ 299,504	\$ 324,206	\$ 327,747	\$ 305,244
Medicare %	47%	46%	47%	47%	48%
Medicaid %	28%	29%	27%	29%	26%
Commercial %	19%	21%	21%	20%	22%
All Other %	5%	4%	5%	5%	4%

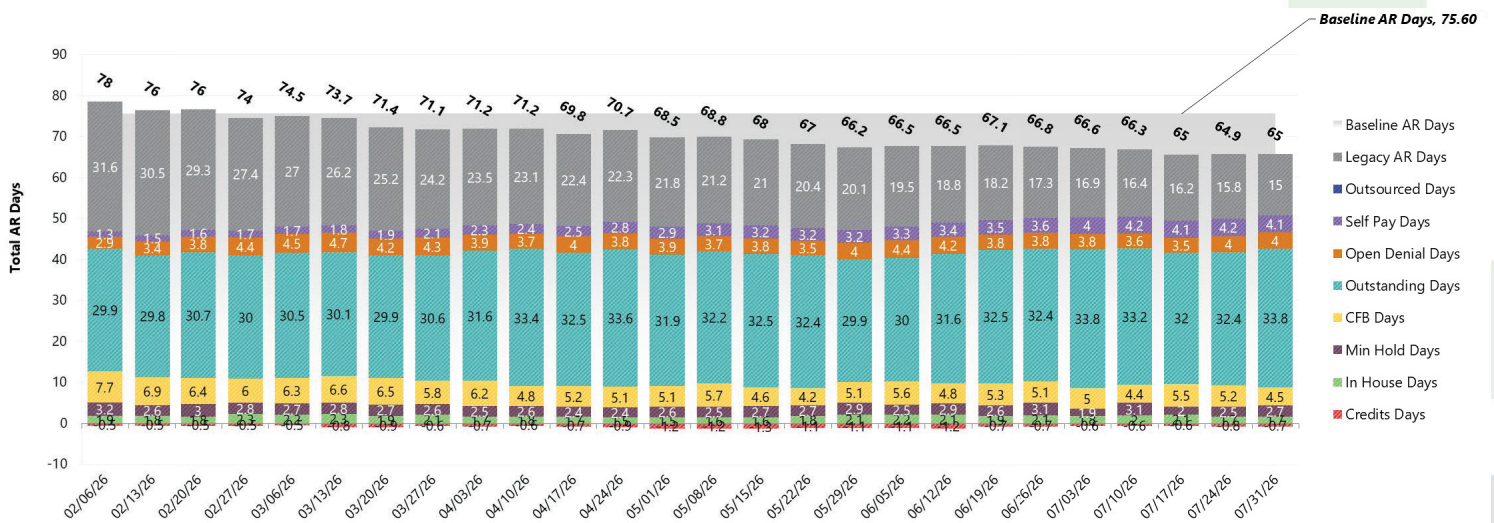
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Volume Summary – July 2026

Actual	Prior Year	Jul Bud	Bud Var	Key Statistics	YTD	YTD-PY	YTD Jul Bud	YTD Bud Var
Inpatient								
111	101	97	↑ 14%	ADC	111	101	97	↑ 14%
1,073	905	1,071	↑ 0%	Admissions	1,071	905	1,071	↑ 0%
117	112	111	↑ 5%	Deliveries	117	112	111	↑ 5%
1.7	2.0	2.1		Medicare Traditional ALOS CMI Adjusted	1.7	2.0	2.1	
1.67	1.80	1.73		Medicare Traditional Case Mix	1.67	1.80	1.73	
Emergency Room								
3,980	4,286	4,652	↓ -14%	ER OP Visits	3,980	4,286	4,652	↓ -14%
853	686	714	↑ 19%	ER IP Admissions	853	686	714	↑ 19%
4,833	4,972	5,366	↓ -10%	Total ER	4,833	4,972	5,366	↓ -10%
Procedures								
150	168	148	↑ 1%	IP Surgeries	150	168	148	↑ 1%
322	317	321	↑ 0%	OP Surgeries	322	317	321	↑ 0%
389	370	325	↑ 20%	Cath Lab	389	370	325	↑ 20%
1,233	1,304	1,485	↓ -17%	OP Infusion Cases	1,233	1,304	1,485	↓ -17%
368	307	312	↑ 18%	MRI Procedures	368	307	312	↑ 18%
2,248	2,100	2,027	↑ 11%	CT Scans	2,248	2,100	2,027	↑ 11%
Observation Cases								
191	203	156	↑ 22%	Obs Cases	191	203	156	↑ 22%

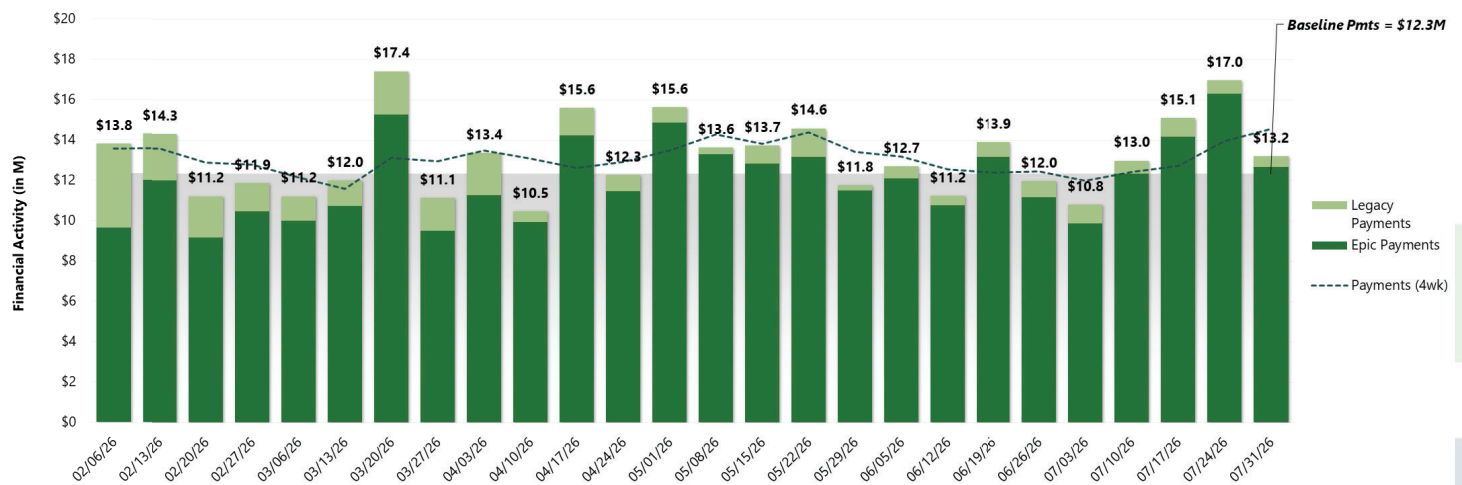
7

Accounts Receivable – AR Days Trend



8

Accounts Receivable –Payment Trend



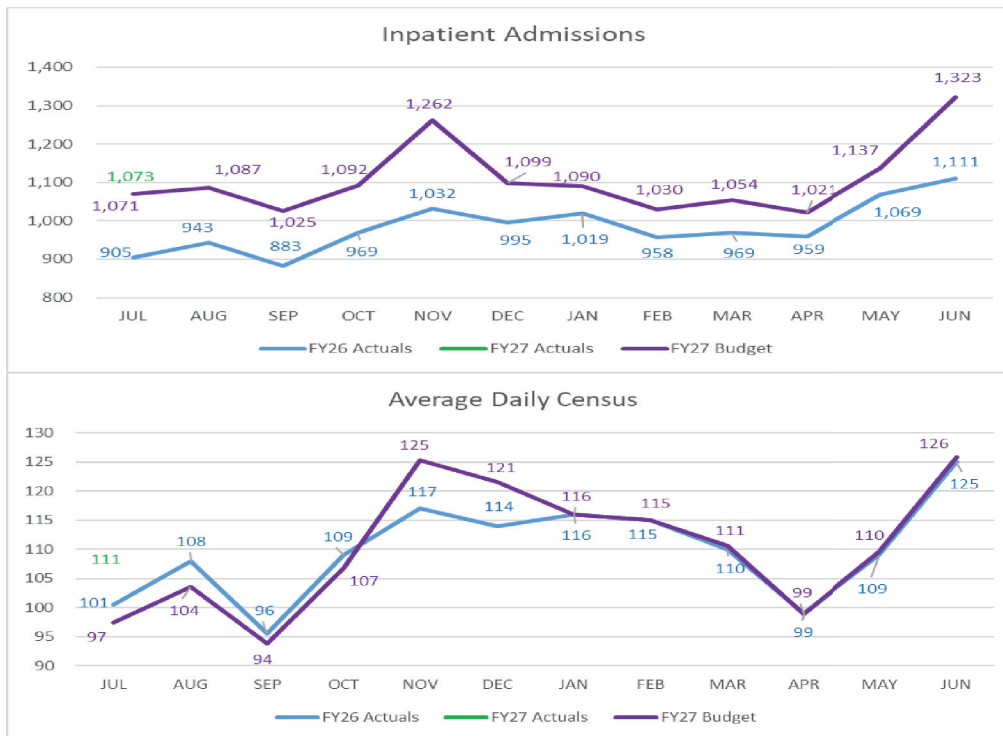
9

Medi-Cal and Other Supplemental Payments

FY 2027					Regular	One Time
Date	Payor	Description	Total Amount			
None to Date						
Total FY 2027					-	-
FY 2026					Regular	One Time
Date	Payor	Description	Amount			
Oct 2025	CAAH	Direct Payment Program (net) Phase 2- CY 2023	\$ 4,474,778		\$ 4,474,778	
Oct 2025	CAAH	DMPH-Quality Incentive Payment CY 2024 Interim	3,326,677		3,326,677	
Dec 2025	CAAH	CAAH-EPIC Training & Implementation	12,000,000			12,000,000
Jan 2026	CAAH	Voluntary Rate Range-CY 2024 (net)	5,579,554		5,579,554	
Apr 2026	CAAH	Medi-Cal Quality Incentive Program (net)	2,944,592		2,944,592	
Apr 2026	CAAH	Direct Payment Program (net) Phase 1- CY 2024	3,902,248		3,902,248	
May 2026	DHCS	Medi-Cal OP Supplemental (net) CY 2024-25	955,663		955,663	
Jun 2026	DHCS	Medi-Cal Rate Range (net) CY 2025-26	2,218,743		2,218,743	
Oct 2026-Estimate	CAAH	Direct Payment Program (net) Phase 2- CY 2024	3,899,576		3,899,576	
Oct 2026-Estimate	CAAH	Direct Payment Program (net) Phase 1- CY 2025	18,190,740		18,190,740	
Total FY 2026			57,492,571		45,492,571	12,000,000

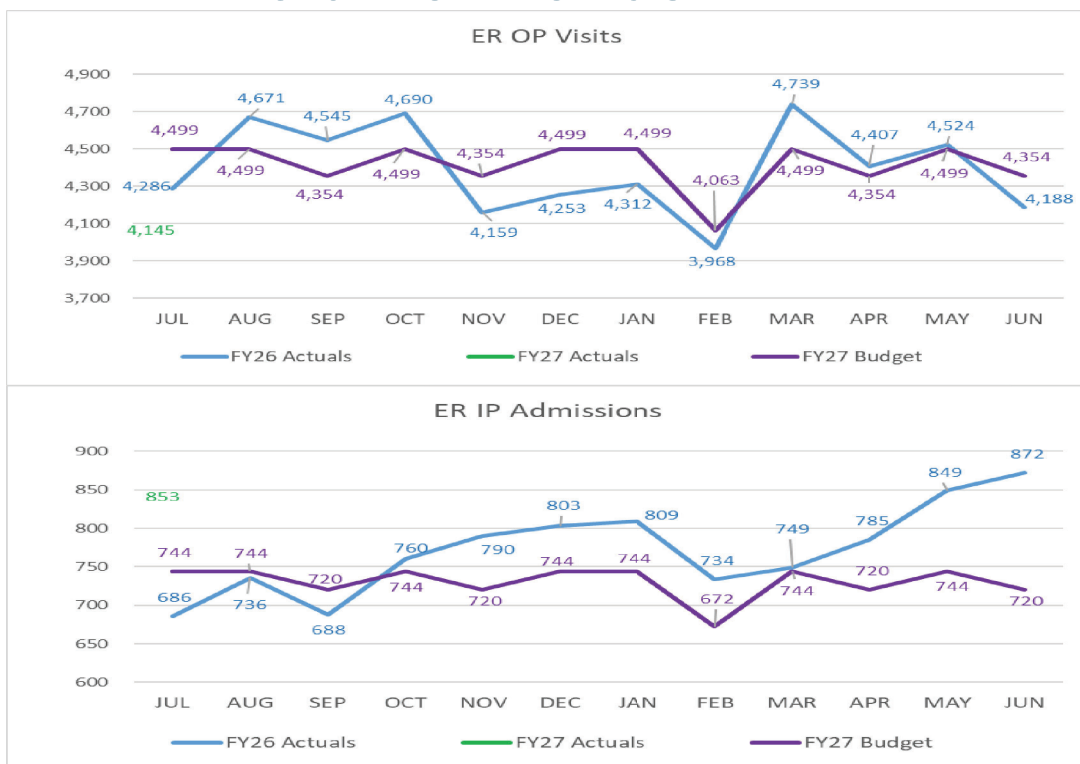
10

Volume Trends – Admissions & ADC



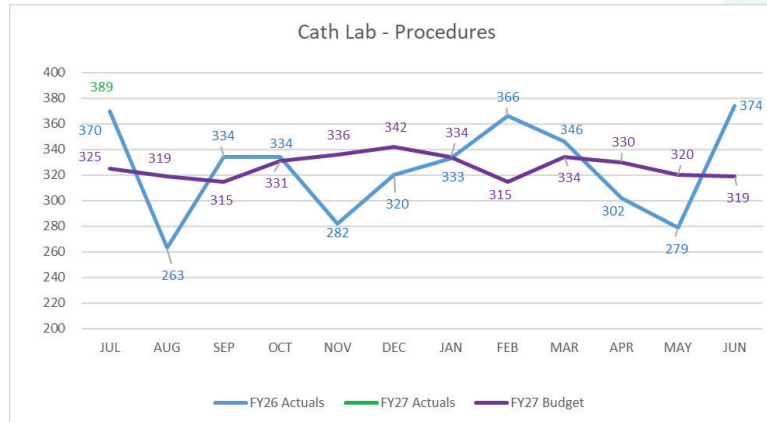
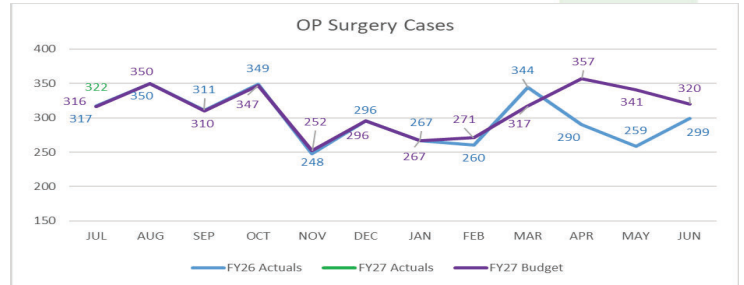
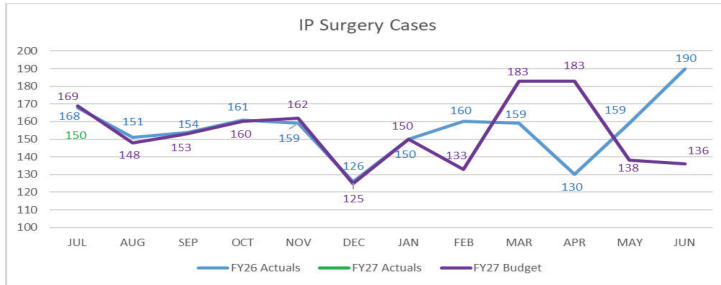
11

Volume Trends – ER



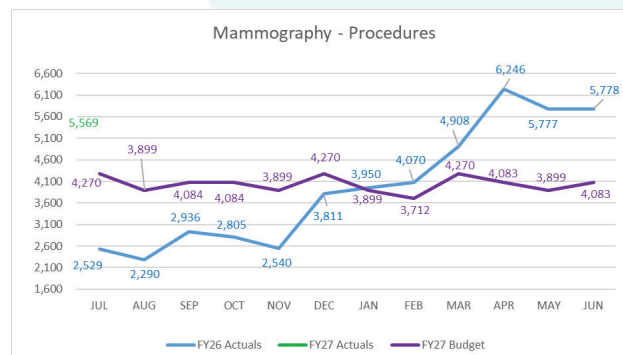
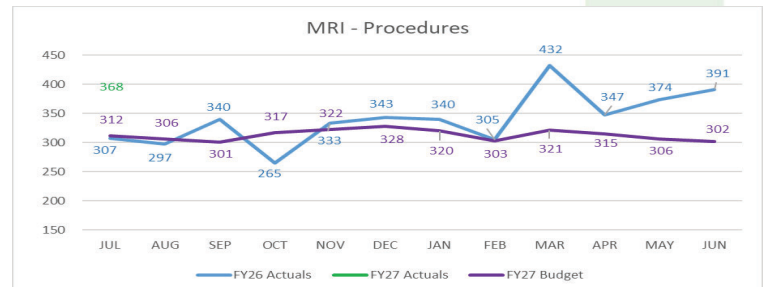
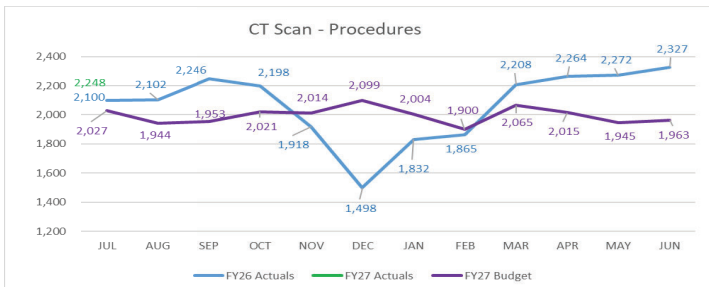
12

Volume Trends - Surgery and Cath Lab



13

Volume Trends - Imaging



14

Labor Productivity

As of July 2026 Year-to-Date

- **Worked FTE:** Worked FTE is favorable to target by 58.3 in the month (as defined by pay periods 1 – 3). The variance is primarily driven by:
 - **Volume:** ADC was higher than target by 1.3 resulting in an increased target
 - **Vacancies:** Open positions budgeted in FY2027 have not yet been filled leading to a positive variance
 - **Absences due to Vacation:** The budget assumed a 14.8% non-productive rate but the actual result was 15.5% resulting in fixed staff's worked hours being lower than plan (approximately 14.6 FTE)
 - **Contract Labor:** Contract labor usage is over budget at 4.1% of Worked FTE in the month (compared to a target of 3.8%) resulting in a negative FTE variance of 5.1
 - The overage is related to filling positions that are currently orienting, as well as hard to recruit positions
 - This is much improved compared to the prior year average of 5.7% driven by the Epic implementation

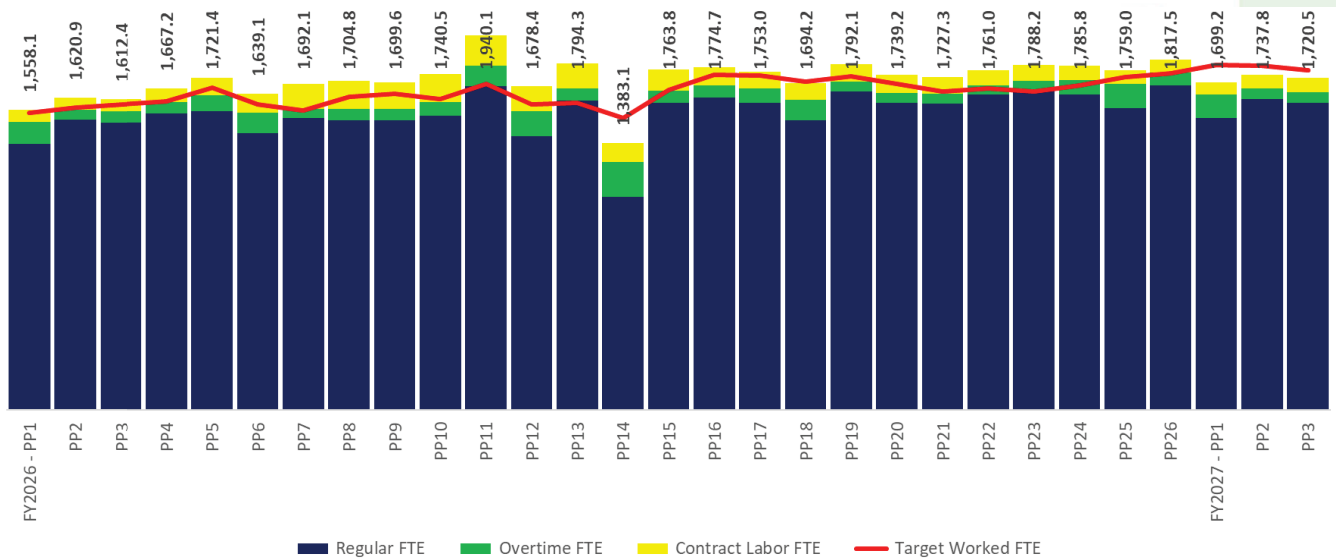
15

Labor Productivity Key Indicators

Current Month					Year-to-Date			
Prior Year	Actual	Target	Variance (in FTE)		Prior Year	Actual	Target	Variance (in FTE)
1,597.1	1,719.2	1,777.4	58.3 FTE	Worked FTE	1,597.1	1,719.2	1,777.4	58.3 FTE
4.1%	3.8%	4.1%	5.7 FTE	Overtime as a % of Worked Hours	4.1%	3.8%	4.1%	5.7 FTE
4.0%	4.1%	3.8%	(5.1 FTE)	Contract Labor as a % of Worked Hours	4.0%	4.1%	3.8%	(5.1 FTE)

16

SVH Medical Center Worked FTE Trend

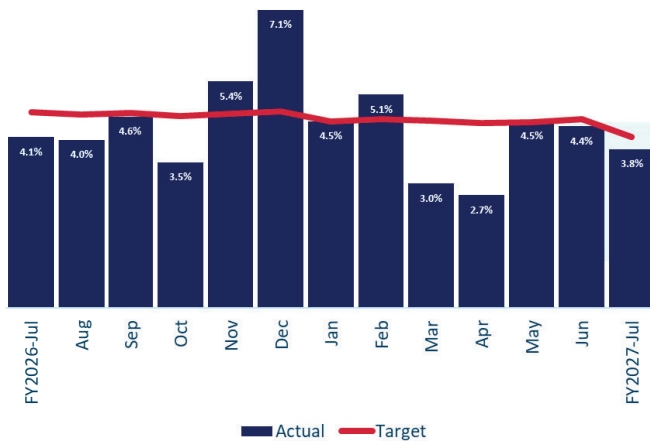


* The budget excludes the vacancy factor in FY2026

17

Overtime & Contract Labor Trends

Overtime as a Percent of Worked FTE

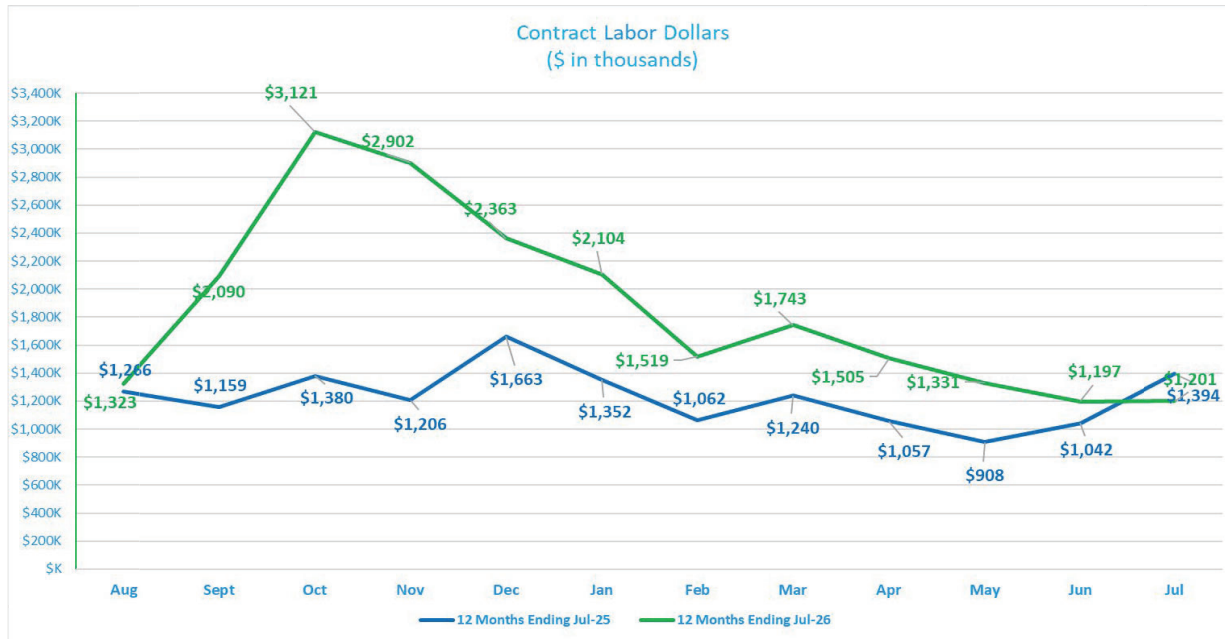


Contract Labor as a Percent of Worked FTE



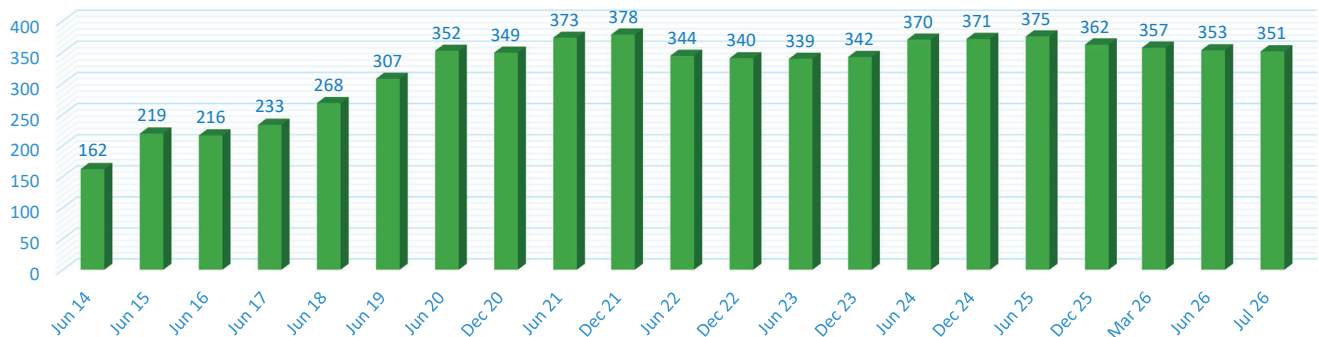
18

Contract Labor Trends

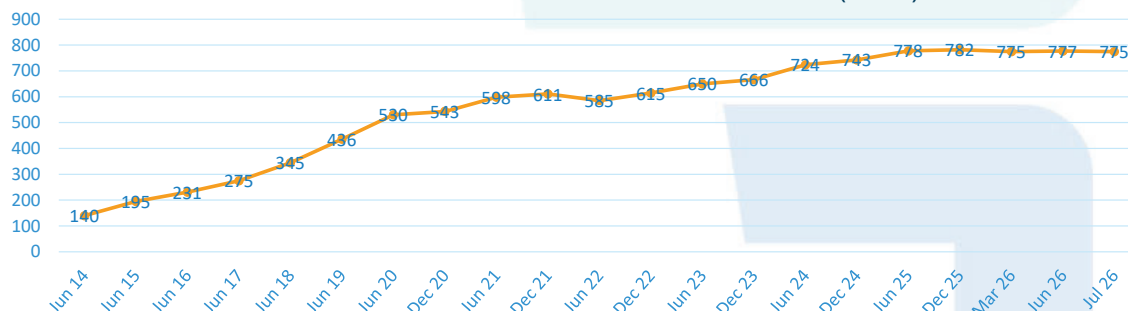


19

Days Cash on Hand = 351 Days (\$775M) - July 2026



Consolidated Cash & Investments-Millions (\$000)



20

Questions/Comments

Medical Executive Committee Summary – September 10, 2026

Items for Board Approval

Credentials Committee

Initial Appointment:

APPLICANT	SPECIALTY	DEPT	PRIVILEGES
Agarwal, Ankit, MD	Radiation Oncology	Medicine	Radiation Oncology
Custo Greig, Eugenia, MD	Ophthalmology	Surgery	Remote Pediatric Ophthalmology
Flors Blasco, Lucia, MD	Radiology	Surgery	Salinas Valley Health Imaging Remote Radiology Salinas Valley Health Advanced Imaging-Remote Radiology
Goldszmidt, Adrian, MD	Neurology	Medicine	Tele-Neurology
Herrera, Andrea, DDS	Oral & Maxillofacial Surgery	Surgery	Oral and Maxillofacial Surgery
Mehta, Shahil, MD	Radiation Oncology	Medicine	Radiation Oncology
Shumway, John, MD	Radiation Oncology	Medicine	Radiation Oncology
Spellman, Jordan, MD	Psychiatry	Medicine	Tele-Psychiatry
Yanus, Matthew, MD	Neurology	Medicine	Neurology

Reappointment:

APPLICANT	SPECIALTY	DEPT	PRIVILEGES
Burton, Dennis, MD	Radiology	Surgery	Salinas Valley Health Imaging Remote Radiology Salinas Valley Health Advanced Imaging Remote Radiology
Dar, Nabeel, MD	Radiology	Surgery	Salinas Valley Health Imaging Remote Radiology Salinas Valley Health Advanced Imaging – Remote Radiology
Edwards, Cheryl, MD	Ob/Gyn	Ob/Gyn	Obstetrical Hospitalist Gynecology
Gram, Kelly, MD	Family Medicine	Medicine	Adult Hospitalist
Gray, Kelsey, MD	Critical Care Medicine	Medicine	Critical Care/Pulmonary
Inlow, Brian, DPM	Podiatry	Surgery	Podiatry Category A & B
Malek, Gholamreza, MD	Radiology	Surgery	Salinas Valley Health Imaging Remote Radiology Salinas Valley Health Advanced Imaging – Remote Radiology
Markovtsova, Anastasia, MD	Emergency Medicine	Emergency Medicine	Emergency Medicine
McDonald, Philip, MD	Radiology	Surgery	Salinas Valley Health Imaging Remote Radiology Salinas Valley Health Advanced Imaging – Remote Radiology
Morwood, David, MD	Plastic Surgery	Surgery	Plastic & Reconstructive Surgery Hand Surgery
Moshfeghi, Darius, MD	Ophthalmology	Surgery	Remote Pediatric Ophthalmology

Preusen, Scott, MD	Radiology	Surgery	Salinas Valley Health Imaging Remote Radiology Salinas Valley Health Advanced Imaging – Remote Radiology
Robledo, Aurora, MD	Family Medicine	Family Medicine/ Pediatrics	Family Medicine Adult Family Medicine Pediatric and Well Newborn: Core Family Medicine Category I Obstetrics Family Medicine Category II Obstetrics
Sanghi, Amit, DO	Radiology	Surgery	Salinas Valley Health Imaging Remote Radiology Salinas Valley Health Advanced Imaging – Remote Radiology
Swan, Justin, MD	Orthopedic Surgery	Surgery	Orthopedic Surgery
Wong, Willard, MD	Orthopedic Surgery	Surgery	Orthopedic Surgery Spine Surgery
Yaeger, Carl, MD	Neonatology	Family Medicine/ Pediatrics	Neonatology

Modification of Privileges:

NAME	SPECIALTY	PRIVILEGE
Kissell, Nicolas, MD	Endocrinology	Addition of Taylor Farms Family Health & Wellness Center (TFFHWC) – Ambulatory Procedural Endocrinology
Parsons, David, DD	Gastroenterology	Addition of Moderate Sedation

Staff Status Modifications:

NAME	SPECIALTY	STATUS CHANGE
Carrasco, Victor, MD	Family Practice	Recommend advancement to Active status
Friedricks, Natali, MD	Ob-Gyn	Recommend advancement to Active status
Ludlow, Karen, MD	Family Medicine	Recommend Emeritus status effective 9/30/2026
Ngo, Tam, MD	Family Practice	Recommend advancement to Active status.
Ramirez, Jessica, MD	Internal Medicine	P Recommend advancement to Active status
Resendez, Elpidio, MD	Emergency Medicine	Recommend Emeritus status effective 9/30/2026
De Guzman, Liane, DO	Internal Medicine	Resignation effective 9/22/2026
Gelormini, Russel, DO	Teleradiology	Resignation effective 8/5/2026
Hindi, Yousef, MD	Cardiology	Resignation effective 9/30/2026
Toyota, Brian, MD	Neurosurgery	Resignation effective 9/30/2026
Wu, Jeffrey, MD	Radiation Oncology	Resignation effective 9/30/2026.
Zhao, Hong, MD	Hematology/Oncology	Resignation effective 10/14/2026

Temporary Privileges:

NAME	SPECIALTY	DATES
Gharakhani, Hossein, DO	Emergency Medicine	8/26/2026 through 8/27/2026 pending Board approval

Interdisciplinary Practice Committee

Initial Appointment:

APPLICANT	PRIVILEGES	DEPT	COLLABORATING/SUPERVISING PHYSICIAN(S)
Sullivan, Emily, PA-C	Physician Assistant Taylor Family Farms Health & Wellness Center	Medicine	Aimee Paik, MD

Reappointment:

APPLICANT	PRIVILEGES	DEPT	COLLABORATING/SUPERVISING PHYSICIAN(S)
Allen, Kamron, PA-C	Physician Assistant	Surgery	Ajanta De, MD Jim Joye, DO

Staff Status Modifications:

NAME	SPECIALTY	STATUS CHANGE
Celestino, Heidi, PA-C	Cardiology	Resignation effective 8/31/2026
Davis, Michelle, NP	Cancer Care	Resignation effective 8/14/2026

Policies/Procedures/Plans:

- A. Fire Safety for Surgery and Procedural Areas
- B. Peripheral Nerve Stimulators
- C. Quality Assessment and Performance Improvement Plan – with correction of section pertaining to the Medical Executive Committee which was shared at Quality and Safety Committee
- D. RC POCT Laboratory Safety/Chemical Hygiene Plan

Informational Items:

I. Committee Reports:

- a. Credentials Committee
- b. Interdisciplinary Practice Committee
- c. Quality and Safety Committee

II. Other Reports:

- a. Summary of Executive Operations Committee Meetings
- b. Summary of Medical Staff Department/Committee Meetings August 2026
- c. Medical Staff Statistics Year to Date
- d. Financial Presentation July 2026
- e. Executive Updates
- f. HCAHPS Update September 3, 2026



Origination 6/4/2021
Approved N/A
Expires 3 years after approval

Owner Aisha Huebner:
Director
Perioperative
Services
Area Patient Care

Fire Safety for Surgery and Procedural Areas

I. POLICY STATEMENT

A. N/A

II. PURPOSE

- A. To reduce the risk of fire during surgery and procedures and to promote effective interventions by staff members in the event of a fire.
- B. To provide guidance to perioperative personnel for preventing fires during operative and other invasive procedures and responding appropriately if a fire should occur.

III. DEFINITIONS

- A. Ignition source: the heat energy necessary to start a fire. The following are examples:
 - 1. Electrosurgical units (ESUs): devices used to deliver radio frequency energy for the purpose of cauterizing bleeding tissue. The most common ignition source at an estimated 70%.
 - 2. Lasers: devices used to deliver a focused beam of light amplified by stimulated radiation for cauterization of bleeders, desiccation of tissue. The second most common ignition source at an estimated 10%.
 - 3. Fiberoptic light cables: conduct high energy light beam from the source to a scope.
 - 4. Hot wire cauterization, e.g. endoscopic biopsy loops.
 - 5. Argon Beam Coagulator (ABC): electrosurgical unit using Argon gas to deliver the energy for coagulation.
 - 6. High Speed burs: power equipment used to grind bone.
 - 7. Electrical system failures in medical devices e.g. equipment, instruments, and monitors.

8. Anesthesia delivery unit (anesthesia machines): ADU
 9. Active electrodes: delivery devices for ESUs and ABCs.
- B. Oxidizers: reactive agents that supply oxygen, which supports combustion and lowers the temperature and energy at which a fuel will ignite.
1. Common oxidizers include (oxygen) O₂ and (Nitrous oxide) N₂O: both are present on the back side of each anesthesia delivery unit.
 - a. O₂ and N₂O: result in a hotter, more vigorous fire.
- C. Fuels: material capable of burning; found in abundance in the OR areas.
1. Patient: gowns, hair, methane gas.
 2. Covering materials: OR table and patient; staff scrubs, masks, hats; and disposable packaging materials.
 3. Sterile drapes, sponges, gowns, and other disposable items used on the sterile field, ace bandages, stockinet.
 4. Dressings, gauze packing, cotton, ointments.
 5. Bone wax.
 6. Prepping agents: degreasers, alcohol based prep, tincture of benzoin.
 7. Monitoring devices, breathing circuits, endotracheal tubes, endoscopes.
- D. RM: Risk Management Department.
- E. Circulator: the primary care nurse who remains un-scrubbed and functions outside of the sterile field.
- F. Scrub: the person who is scrubbed gowned, and gloved to assist the physician within the sterile field with sterile supplies.
- G. Open oxygen delivery: utilizing a mask or cannula, vs. a closed system e.g. an endotracheal tube or laryngeal mask airway.

IV. GENERAL INFORMATION

- A. The expected outcome is that the patient is free from signs and symptoms of injury related to thermal sources, Ignition sources, oxidizers, and fuels are managed to reduce their associated risks: refer to control measures in the Procedure Section.
1. In critical emergencies when drying time for alcohol based preps can't be observed (3 minutes for non-hairy areas and up to 60 minutes for hairy areas) the patient is **not** prepped with alcohol based prep solution.
- B. Staff members are responsible for responding to a fire emergency and are provided education and the opportunity to participate in Fire Drills.
- C. Staff members are responsible for maintaining access to fire exits, fire alarms, fire doors, and gas shut off valves.
- D. Evacuation of a procedure room or the department may be necessary in limited situations.
1. Risks to patients and the surgical/procedure team are considered and if there is

doubt concerning the team's ability to control the fire, they will initiate a Code Red and depart the room.

2. Relocation should be to another smoke compartment area within the department whenever possible.
3. Evacuation of the department may be authorized by the person in charge of the hospital, or in an extreme emergency, the unit director, at the time of the incident.
4. The evacuation plan and exits are in the [FIRE RESPONSE PLAN \(CODE RED\)](#)

E. Post fire actions.

1. The primary care nurse/circulator in the area where the fire occurs is responsible for saving the materials and devices involved in the fire and completing an occurrence report in order to facilitate an investigation
2. Post-fire analysis is initiated by Risk Management.

V. PROCEDURE

A. Measures implemented to reduce risks associated with ignition sources.

1. Prior to operation of devices that can be ignition sources, staff members are expected to demonstrate competence related to those devices, which includes fire safety: e.g. Lasers, ESUs.
2. Sterile saline and/or water should be available prior to the start of the procedure.
3. Electrosurgical Safety
 - a. ESU ground and active electrode cords are inspected for integrity by the nurse as they are attached to the ESU.
 - b. ESUs and Lasers are activated only when the active tip is visible and the tip is deactivated before it leaves the surgical/procedure site.
 - c. When ESU active electrodes become contaminated, they should be disconnected by the circulator and scrub and not left hanging where activation could occur.
 - d. Whenever open O₂ is used during head and neck procedures, bipolar ESUs should be used.
 - e. Active ESU electrodes, not in use, are placed off the patient (Mayo stand, side table) or in a noncombustible container by the surgeon or scrub.
 - f. When the bowel is distended with gas, the surgeon should avoid opening the bowel with the ESU.
4. Laser safety
 - a. Lasers are placed in standby mode when not in use or the physician's attention is diverted.
 - b. When CO₂ Lasers are used, the scrub provides ebonized or satin instruments and/or wet sponges to prevent ricochet of the beam and ignition of surrounding materials.
 - c. The accuracy of the Laser aiming beam is confirmed prior to use.

5. Electrical safety
 - a. The presence of Biomed and Engineering inspection stickers, and intact cords and plugs is confirmed by staff members.
 - b. Electrical cords are protected by staff members from damage secondary to roll over by equipment, e.g. portable X-ray unit, gurney.
 - c. Loaner, demonstration, and contracted units are inspected by Biomed prior to use.
 - d. Placement of solution containers on electrical equipment is prohibited.
6. Fiberoptics: the light source is maintained in stand-by mode until the cable is connected to the light source.
7. High speed burs can become hot enough to ignite drapes by direct contact or sparking, which should be prevented by the scrub dripping saline over the active bur.

B. Measures to reduce risks associated with oxidizers (attachment #3).

1. Allow for adequate venting under drapes. The build-up of Oxygen (O₂) and Nitrogen (N₂O) beneath surgical drapes is minimized by suspension of drapes from IV poles or other similar devices, or otherwise arranging them to expedite dissipation of gases.
2. Oxygen (O₂) and Nitrogen (N₂O) should be shut off 3-5 minutes prior to use of ignition source.
3. For open delivery of gases, consideration is given to using air or ≤ 30% Oxygen (O₂). PVC ET tubes will not burn until 26% O₂ is achieved.
4. Suction is provided during airway procedures to prevent the build-up of volatile gases.
5. For a Laser procedure involving the airway, a Laser specific endotracheal tube and methylene blue to inflate the cuff are provided by the circulator; sponges used in proximity to the targeted lesion are moistened in their entirety by the scrub.
6. During airway procedures, including T&A, the scrub should maintain a bowl of saline and bulb syringe on the Mayo stand for fire suppression.
7. Medical gas tanks are limited in quantity and secured according to [COMPRESSED GAS CYLINDER HANDLING, STORAGE AND TRANSPORT #6024](#)

C. Measures to reduce risks associated with fuels.

1. Moist sponges including their strings are used in proximity to the ignition sources.
2. Hair near or in the procedure site should be removed or coated with **water based** lubricant.
3. Do not drape or use ignition source until solution is completely dry (minimum of 3 minutes on hairless skin, up to 1 hour in hair) or per manufacture requirement for flammable patient perioperative skin preparation.
4. Alcohol based preps
 - a. The device for delivery of the prep solution is unit based/one time use only

and control released when possible.

- b. Selection of the volume of the prep solution should match the size of the planned wound.
- c. Prep solution is dispensed judiciously as the circulator preps patient areas with creases and the umbilicus.
- d. Towels are placed to absorb runoff when prep solution may overflow onto linens and those towels are removed prior to draping, e.g. neck and groin areas.
- e. The prepped area is inspected by the scrub, physician, and circulator, for dryness before draping to prevent ignition of trapped vapors when the ESU/Laser is activated. **(Alcohol can burn unnoticed beneath the drapes.)**
- f. Whenever possible, the physician uses steridrapes for incision sites near anesthesia gases in order to isolate those gases from an ignition source, e.g. head and neck procedures and CABGs.

5. Flammable solutions, e.g. alcohol, spirits (of peppermint), and benzoin stock are maintained in a fire safe. One bottle of alcohol equal to or less than 16 ounces may be stored in a procedure room where anesthesia is administered.
6. Char buildup on the ESU active electrode serves as a fuel, which should be removed by the scrub.
7. Tissue desiccation can yield a flare of organic gas, which is prevented by the scrub providing suction for use at the site.
8. Warning: There is a common misperception that surgical drapes are fire retardant; none are made with fire retardant.

D. Procedure team's response to fires on /near patient Attachment/link to Small Fire & Large Fire)

1. Activation CODE RED (pull arm, call 2222) per policy.
2. Refer to attachments for Fire Response to Small or Large Fire on/or near patient.
3. Requirement of 2 Water Sources on Side Table (Sterile Water and Sterile Saline)
4. Douse Fire with Sterile Water or Sterile Saline.

E. Procedure team's response to fires

1. Activation CODE RED (pull arm, call 2222) per policy.
2. Refer to the attachments for role specific responses by fire site: airway, equipment, small fire on patient, and large fire on patient.
3. **Responsibilities have been allocated for a fire that could occur when the only immediate responders are the on-call team. Team members' responsibilities in a fire may be delegated as help arrives.**
4. Evacuation of the procedure room or department may be necessary in rare situations and is ordered by the person in charge. Refer to the [EMERGENCY OPERATIONS PLAN](#)
5. Staff fighting the fire when the room has been evacuated.
 - a. Before the room is entered:

- i. Gas shut-off is confirmed.
 - ii. The door or window to the room is checked for heat and smoke. If the room is filled with smoke or engulfed in flames, the room is not entered.
- b. Fire extinguishers.
 - i. For trash or drape fires, an ABC extinguisher is used.
 - ii. For chemical and electrical fires, the CO2 extinguishers are used.
- c. Using fire extinguishers - PASS:
 - i. P-pull the pin.
 - ii. A-aim at the base of the flames.
 - iii. S-Squeeze the trigger.
 - iv. S-sweep the base of the fire.

F. Documentation:

- 1. Fire drill records.
- 2. Annual validation of fire response competence.

VI. EDUCATION/TRAINING

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

VII. REFERENCES

- A. Guideline for a safe environment of care. In: Guidelines for Perioperative Practice. Denver, CO: AORN, Inc.; 2023:173-180;192-194.
- B. Guideline for safe use of energy-generating devices. In: Guidelines for Perioperative Practice. Denver, CO: AORN, Inc.; 2025:145-168.
- C. Cowles, Jr., C.E., Lake, C., Ehrenwerth, J. (2020). Surgical fire prevention: a review. APSF Newsletter. 2020;
- D. Anesthesia Patient Safety Foundation (APSF) free educational video and Supplemental Information (released April 2010). The 18 minute video is viewable on the Web (and order a free copy of the DVD) at: www.apsf.org/resources_video.php (**confirmed 06/24/26 as a current reference**)
- E. AORN Fire Safety Tool Kit. Tools to promote fire prevention, plan effective response strategies, and develop department-specific evidence-based policies and protocols: aorn.org/guidelines-resources/tool/content?gbosid=531739
- F. Practice Advisory for the Prevention and Management of Operating Room Fires: An Updated Report by the American Society of Anesthesiologists Task Force on Operating Room Fires Jeffrey L. Apfelbaum, M.D.; Robert A. Caplan, M.D.; Steven J. Barker, Ph.D., M.D.; Richard T. Connis, Ph.D.; Charles Cowles, M.D.; et al; Practice Parameter | February 2013. (**confirmed 06/24/26 as a current reference**)

- G. Cowles, C. E., & Chang, J. L. (2014, October). Flammable Surgical Preps Require Vigilance. *Anesthesia Patient Safety Foundation*, 29(2), 27-39. Retrieved from Anesthesia Patient Safety Foundation: <https://www.apsf.org/article/flammable-surgical-preps-require-vigilance/>. (confirmed 06/24/26 as a current reference)

Attachments

- 🔗 [1: Surgical Fire Safety - Risk Assessment protocol](#)
- 🔗 [3: American Society of Anesthesiologist Operating Room Fires Algorithm](#)
- 🔗 [Fire Response: Airway Fire](#)
- 🔗 [Fire Response: Equipment Fire](#)
- 🔗 [Fire Response: Large Fire on a Patient](#)
- 🔗 [Fire Response: Small Fire on a Patient](#)

Approval Signatures

Step Description	Approver	Date
Board	Rebecca Alaga: Regulatory/ Accreditation Coordinator	Pending
Chair of Surgery - Dr. DeFilippi	Katherine DeSalvo: Director Medical Staff Services	9/11/2026
CNO	Carla Spencer: Chief Nursing Officer	9/1/2026
Policy Committee	Rebecca Alaga: Regulatory/ Accreditation Coordinator	8/14/2026
Policy Owner	Aisha Huebner: Director Perioperative Services	6/24/2026

Standards

No standards are associated with this document



Origination 6/19/2020
Approved N/A
Expires 3 years after approval

Owner Frank Mensah:
Director
Critical Care
Services
Area Patient Care

Peripheral Nerve Stimulators

I. POLICY STATEMENT

A. N/A

II. PURPOSE

- A. To provide a procedural guideline for all critical care RNs with the use of Peripheral Nerve Stimulators (PNS's) in the assessment of nerve impulse transmission during the safe and effective administration of Neuromuscular Blocking Agents (NMBA)

III. DEFINITIONS

- A. The muscle twitch response to a small electrical stimulus delivered by the Peripheral Nerve Stimulator (PNS) corresponds to the number of nerve receptors blocked by Neuromuscular Blocking Agents (NMBAs). The level of blockade is estimated by observing the muscle twitch after stimulating the appropriate nerve with a small electrical current delivered by the PNS.
- B. The Train-of-Four (TOF) method of stimulation most commonly is used for neuromuscular blockade monitoring in the Critical Care Unit. After delivering four successive stimulation currents to a selected peripheral nerve with the PNS, in the absence of significant neuromuscular blockade, four muscle twitches follow.
1. four twitches (4/4) signify that less than 75% of receptors are blocked.
 2. Three twitches (3/4) correspond to approximately 75% blockade
 3. Two twitches (2/4) correlate with approximately 75-80% blockade
 4. One twitch (1/4) correlates to 90% blockade.
 5. Zero twitches (0/4) may indicate that 100% of receptors are blocked, which exceeds the desired level of blockade. Recommended blockade is 1-2 twitches.

IV. GENERAL INFORMATION

- A. Monitoring with a PNS during administration of NMBA's results in the use of less medication and hastens the recovery of spontaneous ventilation. Exposing nerve receptors to lower medication dosages enables faster recovery of skeletal muscles and helps to prevent persistent paralysis and weakness after termination of the medications.
- B. Obtain a baseline Train of Four (TOF) test prior to initiating NMBA
- C. Perform TOF testing every 4 hours and when necessary during NMBA titration and infusion. The NMBA dosage is titrated according to TOF test and clinical goals.

V. PROCEDURE

- A. Equipment
 - 1. Peripheral Nerve Stimulator with ball electrode attached
 - 2. 2 lead wires (if not using ball electrode) packaged with the nerve stimulator
 - 3. 2 gelled electrode pads if using lead wires(the same as are used for electrocardiography monitoring)
- B. Set-up
 - 1. Assess the patient for the best location for electrode placement. Consider criteria such as edema, diaphoresis, wounds, dressings, arterial and venous catheters, burns, and topical agents being used.
 - 2. If possible, press the ball electrode to the test site location or apply the electrodes, and test the TOF response to determine adequacy of the location **prior to** initiating NMBAs. Note the mA. This is the baseline TOF test.
 - 3. Utilize the same mA that achieved 4/4 TOF for the baseline TOF for all future TOF assessments for equal comparison
- C. Process
 - 1. Testing the ulnar nerve. The adductor policis muscle (i.e. ulnar nerve) is the preferred site of placement.
 - a. Extend the arm, palm up; in a relaxed position (see Figure 1).

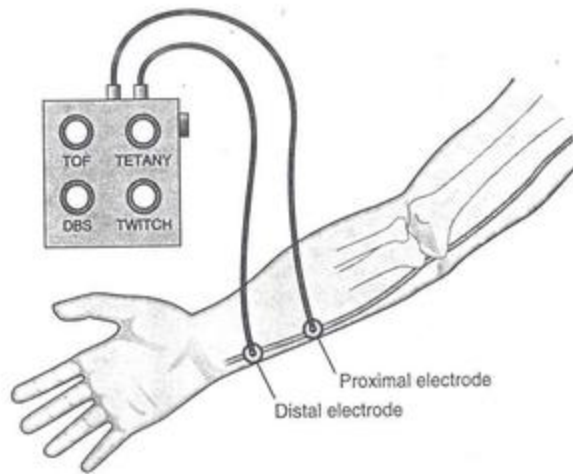


Figure 1: Placement of electrodes along the ulnar nerve.

- b. Press the ball electrode over the path of the ulnar nerve. If using lead wires with gel electrode pads, place the distal electrode (black) on the skin at the flexor crease on the ulnar surface of the wrist. Place the second electrode (red) approximately 1 to 2 cm proximal to the first, parallel to the flexor carpi ulnaris tendon.
 - i. Plug in the lead wires to the nerve stimulator, matching the black and red leads (negative and positive) to the black and red connection sites.
 - ii. Attach the lead wires to the electrodes. The negative and positive leads can be placed on either electrode.
- c. Use caution in selecting the site of electrode placement in order to avoid direct stimulation of the muscle rather than the nerve.
- d. Turn on the PNS and select a low mA (10 to 20 mA is typical)
- e. Depress the TOF key and observe twitching of the thumb, counting the number of twitches. Do not count finger movements, only the thumb.

2. Testing the Facial Nerve

- a. Place ball electrodes or gel electrode pad on the face at the outer canthus of the eye and the second electrode approximately 2 cm below, parallel with the tragus of the ear. (See Figure 2.)

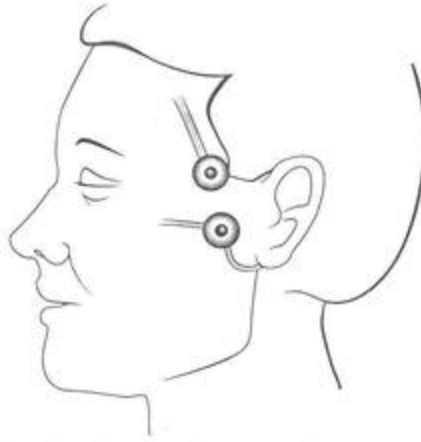


Figure 2: *Placement of electrodes on the face.*

- b. Repeat the above steps
- c. Depress TOF key and observe the muscle twitching above the eyebrow, counting the number of twitches.

3. Testing the Posterior Tibial Nerve

- a. Place ball electrode or gel electrode pad approximately 2 cm posterior to the medial malleolus in the foot. (Stimulates the posterior tibial nerve). Place second electrode approximately 2 cm above the first. (See Figure 3.)

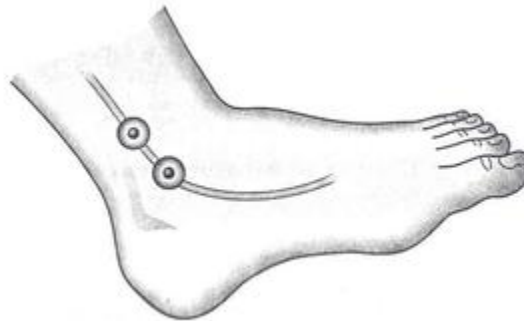


Figure 3: *Placement of Electrodes on the Foot.*

D. Testing Baseline TOF

1. Depress the TOF key, through tactile assessment of plantar flexion of the great toe, count the number of twitches. Determine the SMS (Supramaximal Stimulation Level).
 - a. Increase the mA in increments of 10 until four twitches are observed.
 - b. Note the mA that corresponds to four vigorous twitches. Administer one to two more TOFs.

E. Determine the TOF response during NMBA infusion.

1. Upon initiation of NMBA infusion, monitor TOF every 30 minutes x4 then retest every

30 minutes until clinically stable and a satisfactory level of blockade is achieved, then every 4 hours or as ordered by physician.

2. If more than one or two twitches occur and neuromuscular blockade is unsatisfactory, increase the infusion rate as prescribed. (Signifies that less than 85% to 90% of receptors are blocked.)

F. Troubleshooting when there are zero twitches

1. Retest another nerve (the other ulnar nerve or facial or posterior tibial nerves).
2. Change electrodes if not using ball electrode
3. Check lead connections and PNS for mechanical failure (i.e., the battery may need changing).
4. Increase the stimulating current.
5. If there are no other explanations for a zero response, check the NMBA infusion for rate, dose, and concentration. Reduce the infusion rate of the NMBA as prescribed.
6. NMBA's reversal agents:
 - a. Neostigmine 0.5 mg/kg up to a total of 5 mg or
 - b. Edrophonium 0.5 mg/kg

G. Monitoring/Care

1. Cleanse and thoroughly dry the skin before applying electrodes.
2. Ensure skin is clean and dry if using the ball electrode device
3. Change the electrodes whenever they are loose, or when gel becomes dry.
4. Select the most accessible site with the smallest degree of edema, with no wounds, catheters, or dressings that impede accurate electrode placement over the selected nerve.
5. Never use the "Single Twitch (TW)," "Tetany (TET)," or "Double Burst (DBS)" settings if available on the PNS (they are less accurate). These methods are designed for profound neuromuscular blockade and may cause extreme discomfort.
6. Clinical decision should never be made solely on the TOF test results..
7. Microshock hazard may be a risk to patients with external pacing catheters. Extreme caution must be exercised to prevent the PNS lead wires from contacting the pacing catheter or pacing lead wires.
8. Muscle paralysis therapy with NMBD hinders sedation assessment with subjective instruments.

VI. EDUCATION/TRAINING

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

VII. REFERENCES

- A. Trent AR, Chopra P, Jain A. Peripheral Nerve Stimulator (2023). In: StatPearls [Internet]. Treasure Island (FL): StatPearls Publishing; 2023 Jan-. Available from:

<https://www.ncbi.nlm.nih.gov/books/NBK539703/>

- B. SunMed (2020) Sunstim Pro Peripheral Nerve Stimulator operation instructions. Retrived from www.Sun-Med.com
- C. Murray, M. J., DeBlock, H., Erstad, B., Gray, A., Jacobi, J., Jordan, C., McGee, W., McManus, C., Meade, M., Nix, S., Patterson, A., Sands, M. K., Pino, R., Tescher, A., Arbour, R., Rochweg, B., Murray, C. F., & Mehta, S. (2016). Clinical Practice Guidelines for Sustained Neuromuscular Blockade in the Adult Critically Ill Patient. *Critical Care Medicine*, 44(11), 2079–2103. <https://doi.org/10.1097/CCM.0000000000002027>

Approval Signatures

Step Description	Approver	Date
Board	Rebecca Alaga: Regulatory/ Accreditation Coordinator	Pending
MEC	Katherine DeSalvo: Director Medical Staff Services	9/11/2026
Critical Care Committee	Katherine DeSalvo: Director Medical Staff Services	9/1/2026
Policy Committee	Rebecca Alaga: Regulatory/ Accreditation Coordinator	9/1/2026
Critical Care Director	Frank Mensah: Director Critical Care Services	9/1/2026
Policy Owner	Frank Mensah: Director Critical Care Services	9/1/2026

Standards

No standards are associated with this document



Origination1/1/2022

ApprovedN/A

Expires1 year after approval

OwnerCarla Spencer: Chief Nursing Officer

AreaPlans and Program

Quality Assessment and Performance Improvement Plan

I. SCOPE/PURPOSE

- A. The Purpose of the Organizational Quality Assessment and Performance Improvement (QAPI) Plan at Salinas Valley Health Medical Center (SVHMC) is to ensure that the Governing Body, Medical Staff, and professional services personnel consistently strive to deliver safe, effective, and optimal patient care in an environment that minimizes risk. The QAPI Plan serves as the framework for developing, implementing, and sustaining an effective, organization-wide, data-driven quality assessment and performance improvement program. This program uses a planned, systematic, and interdisciplinary approach to improving the care, treatment, and services provided across the organization.
- B. This organization-wide plan applies to the clinical services identified in the grid below, including services provided by the organization and those delivered through contractual agreements and other arrangements.

Category	Services Provided
Main Hospital Campus	Inpatient Acute Care: General, Perinatal, NICU Level III, Pediatric, CCU, ICU, Telemetry; Procedural: Perioperative Services (Inpatient & Ambulatory Care), Cardiac Catheterization, Cardiovascular Services, Rehab Services, Emergency Services; Diagnostic and Support: Diagnostic Imaging/Nuclear Medicine Services (Inpatient & Outpatient), including Ultrasound, MRI, and Cardiovascular Imaging, Laboratory Services (Inpatient & Outpatient), Pathology including Blood Bank, Pharmacy (Inpatient & Outpatient), Respiratory Care Services
Mobile Modalities	Lithotripsy; PET/Nuclear Medicine; Interventional Radiology; MRI;

- Main Hospital Campus	Temporary Outpatient Modular Units
Outpatient/ Specialty Clinics	Outpatient services across Monterey, Salinas, and Gonzales, including Primary Care; Infusion; Imaging; Wound Care; Breast Health; Cardiac Services; Sleep Services, Rehab Services, Sleep Medicine

- C. The QAPI Program is designed to foster an environment where patient care and services are continuously improved, professional performance and employee competence are strengthened, and operational systems function efficiently. Through an integrated, interdisciplinary process, patient care and the processes that influence patient outcomes are routinely measured, assessed, and improved to achieve optimal results.
- D. The Board of Directors, Medical Staff, organizational leaders and all personnel share accountability for the quality of care and services provided at the organization. They are collectively responsible for supporting a culture of safety, transparency, and continuous improvement. The QAPI Program is designed to align with and support the organizational mission, vision and values.
- E. In concert with the organizational QAPI Program, professional nursing practice care at Salinas Valley Health Medical Center is guided by a Professional Practice Model, developed by the nursing staff. The nursing mission is to heal, protect, empower and teach. The nursing vision is to be an innovative leader in nursing excellence — a place where patients choose to come and nurses want to practice. Other components of the Professional Practice Model include shared governance, respectful, collaborative professional relationships, recognition and reward for professional nursing development and a care delivery model which embraces a relationship-based, collaborative approach emphasizing partnerships with our colleagues, patients, families and the community. Clinical Nurses, ancillary staff, support staff and medical staff participate in quality committees to make interprofessional decisions at the organizational level to improve processes and quality of care. These decision-making committees include committees on Administrative Quality, Safety and Reliability; Shared Governance and ad hoc subcommittees where nursing sensitive measures and nursing practice initiatives are incorporated into the overall organizational performance improvement.

II. OBJECTIVES/GOALS

A. Objectives

1. The organizational QAPI program includes an overall assessment of the efficacy of performance improvement activities with a focus on continually improving care provided and on patient safety practices conducted throughout the organization. The program encompasses elements of the mission, vision, goals and organizational strategic objectives and consists of performance improvement, patient safety and quality control activities. Indicators are objective based on current knowledge and experience, and are structured to produce statistically valid, data-driven measures of care provided. This mechanism also provides for evaluation of improvements and the stability of the improvement over time when appropriate.
2. The QAPI Plan includes data collection, data aggregation and analysis of patterns or

trends, identifying and managing adverse events, improving performance, patient safety and reducing risk of adverse/sentinel events, and conducting proactive risk reduction activities, including processes that involve the Medical Staff as well as clinical and support services. The QAPI program is implemented in conjunction with the organizational PATIENT SAFETY PROGRAM PLAN and the RISK MANAGEMENT PLAN.

B. Goals

1. The goals for the QAPI Program are developed from information gathered during routine and special risk assessment activities, annual evaluation of the previous year's program activities, performance monitoring and environmental monitoring.
2. Annually the organization defines at least one improvement priority. In collaboration with organizational strategic objectives, the following priorities have been established for FY 2027:
 - Annual Quality and Safety Pillar Strategic Initiatives
 - Patient Perception of Care, Services and Treatment
 - Patient Flow Initiatives
 - Magnet Recognition/Nurse Sensitive Indicators
 - Early Recovery After Surgery
 - Age Friendly Initiative

III. DEFINITIONS

A. CMS	Centers for Medicare and Medicaid Services
B. MEC	Medical Executive Committee
C. PI	Process Improvement
D. QAPI	Quality Assessment and Performance Improvement
E. QSC	Quality and Safety Committee of the Medical Staff

IV. PLAN MANAGEMENT

A. Plan Elements

1. Measuring Performance

a. Data Collection

The Board of Directors, in collaboration with medical staff and hospital administrative leaders, establish priorities ensuring that performance improvement activities reflect the complexity of the organization and the services provided. Data collected for high priority processes are used to monitor the stability of existing processes, identify opportunities for improvement, and implement changes that lead to sustainability. The program is expected to show improvement in measures for which there is evidence that patient outcomes will be improved, and medical errors will be reduced. The following are categories of data collected and analyzed.

The identified areas of data listed below are not intended to be all-inclusive. The Board of Directors and Leadership may identify additional data elements at any time based on the organization's priorities, emerging risk, identified areas of opportunity or regulatory requirements.

- Clinical Quality Measures: Evidence-based metrics such as sepsis bundle compliance, stroke care, NTSV C-section rate, readmissions, and mortality indicators.
- CMS electronic Clinical Quality Measures (eCQM's).
- Patient Safety Events: Falls, pressure injuries, adverse events, near misses, other safety indicators and root-cause analysis outcomes.
- Patient Flow and Throughput: Emergency department throughput, operating room utilization, discharge efficiency, and length of stay.
- Patient Experience: HCAHPS results, complaints, grievances, and service recovery outcomes.
- Staff Competency and Performance: Credentialing, privileging, peer review, and training compliance.
- Resource Utilization: As identified by Executive Leadership and the Board of Directors.
- Population Health Measures: Preventive care rates, chronic disease management, and community health indicators, health care disparity and Age Friendly Initiative.
- Regulatory and accreditation Compliance: audit findings, tracer results, and corrective action implementation.
- Processes and data as defined in the organization's Infection Control Program, Environment of Care Program, and Patient Safety Program, Medication Management Plan.
- Required data for regulatory bodies and clinical registries such as the Joint Commission, CMS, OSHA and the FDA, AHA and ACC.
- Data submitted to or received from Medicare quality reporting and quality performance programs, including but not limited to hospital readmissions and hospital-acquired conditions.

2. Assessing Performance

a. Data Compilation and Analysis

Data aggregation and analysis are conducted to transform raw data into meaningful information that supports organizational decision-making. Data are systematically collected, aggregated, and analyzed to monitor the effectiveness and safety of services, evaluate the quality of care provided, and assess performance levels, patterns, and trends across the organization. These activities support the performance improvement initiatives and ensure that opportunities are identified in a timely and

reliable manner. Consistent with the organization's Professional Governance model, data are transparently shared with leaders, interprofessional teams, and Professional Governance councils. Clinical nurses and other frontline team members participate in the review, interpretation, and application of performance data to identify opportunities for improvement, develop evidence-based interventions, and evaluate the effectiveness of actions taken.

- i. Data aggregation is performed at a frequency appropriate to the activity, process, or measure being monitored.
- ii. Statistical tools and techniques are used, when appropriate, to display, analyze and interpret data.
- iii. Data are analyzed and compared internally over time and externally with other sources of information when available.
- iv. Comparative benchmarking data are used to assess variation in performance, identify best practices, establish performance targets, and determine whether performance falls outside expected levels.
- v. Performance data are reviewed through the organization's Professional Governance structure, leadership committees, and interprofessional teams, as appropriate, to support shared decision-making, promote accountability for professional practice, and guide evidence-based performance improvement initiatives.
- vi. An intensive analysis is conducted when data identify undesirable patterns or trends, or when significant patient safety events occur that warrant further evaluation. The analysis identifies contributing factors, system opportunities, and corrective actions, with ongoing monitoring to evaluate the effectiveness of implemented improvements.
- vii. Results of data analysis, benchmarking, and intensive analysis are used to identify, prioritize, implement, and sustain performance improvement initiatives. Outcomes are communicated through the appropriate leadership, quality, and professional governance structures to promote organizational learning, transparency, and continuous improvement.

3. Improving Performance

- a. Data is collected, analyzed and integrated into performance improvement initiatives. Performance improvement initiatives may be organization-wide in scope or targeted to specific areas, departments and services, or focused on select populations. The Board of Directors, in collaboration with medical staff and hospital leaders, establish priorities for

improvement opportunities and requests action be taken on those priorities.

- Information from data analysis, including data from new or modified services is used to identify and implement changes that will improve performance and patient safety.
- Improvement strategies are evaluated to confirm that they have resulted in improvement, and are tracked to ensure that improvements are sustained.
- Additional actions are taken when the improvements do not achieve or sustain the desired outcomes.
- Changes that will reduce the risk of sentinel events are identified and implemented.

4. Identifying and Managing Adverse or Unexpected Occurrences

- a. Processes for identifying and managing sentinel events are defined in the organization wide [ADVERSE EVENTS - REPORTABLE](#).

5. Proactive Risk Reduction Program

- a. SVHMC is dedicated to preventing harm to patients, visitors and staff. This is supported and encouraged through internal reporting in order to identify potential system or process failures. The organization is committed to utilizing proactive risk assessments to identify potential hazards, analyze their likelihood and impact and develop strategies to prevent and mitigate harm before incidents occur. At a minimum of every 18 months, the hospital selects one high-risk process and conducts a proactive risk assessment.

6. Priority Patient Population

- a. The priority patient populations are based on high-risk, high volume, high risk/low volume and/or problem-prone areas with consideration of the incidence, prevalence and severity of problems in those areas which may affect patient outcomes, safety and quality of care.

7. Analysis of Staffing

- a. When undesirable patterns, trends or variations in performance related to the safety or quality of care are identified from data analysis or a single undesirable event, the adequacy of staffing (number, skill mix, competency), including nurse staffing, is analyzed for possible cause. Additionally, processes related to work flow, competency assessment, credentialing, supervision of staff, orientation, training and education may also be analyzed.
- b. When analysis reveals a problem with the adequacy of staffing, the QSC is informed of the results of the analysis and actions taken to resolve the identified problem(s).

B. Plan Management

1. Performance/Process Improvement Model

- a. SVHMC utilizes a wide range of systematic and structured problem-solving approaches to plan, design, measure, assess and improve organizational performance/processes. Methodologies include Lean for Healthcare, F O C U S – P D C A and Rapid Cycle Improvement.
 - F O C U S – P D C A.
 - F** – Find a process to improve.
 - O** –Organize a team that understands the process.
 - C** –Clarify how the current process works.
 - U** –Understand the causes of process variation, the "root cause".
 - S** – Select changes that will improve the process.
 - P** – Plan how the changes will be implemented.
 - D** – Do/implement the plan.
 - C** – Check the results of the improvement plan by collecting post-implementation data.
 - A** – Act on the findings of post-implementation data by standardizing the process or testing another change.
- Systems Redesign
Utilizes concepts such as eliminating waste, process mapping, one piece flow; just in time, standardization, and workload leveling.
- Rapid Cycle Improvement / Kaizen
When appropriate, the *rapid cycle improvement* process may be utilized. The advantages of the rapid cycle improvement process include:
 - Using a small sample to test a proposed change idea quickly
 - Testing ideas side by side with existing processes
 - Testing many ideas quickly. Build upon the success of the previous test
 - Providing opportunities for failures without impacting performance
 - Minimizing resistance to successful change

C. Plan Responsibility

1. Performance / Process Improvement Structure

- a. The Quality Oversight Structure defines the organizational framework through which quality, patient safety, and performance improvement activities are coordinated, monitored, evaluated, and decentralized. The structure ensures that all service lines and disciplines are active members in the QAPI in addition to ensuring accountability at all levels within the organization. Each department and service line supports SVHMC's commitment to continuously improve the quality of patient care for the

patients we serve and to an environment which encourages performance improvement within all levels of the organization. Systems and services are evaluated to determine their timeliness, appropriateness, necessity and the extent to which the care or service provided meets the customer's needs. This is articulated in each department and service line's Scope of Service.

- b. The annual reporting calendar is developed and maintained by the Quality Department. Key components include but are not limited to; required reporting, committee reviews, performance dashboards and regulatory submissions. The calendar is reviewed on a regular basis and updated to meet the changing needs of the organization, regulatory requirements or when performance initiatives shift or evolve.

c. Governing Board

- i. The Board of Directors holds ultimate responsibility for the organization's performance-improvement program and ensures that all activities reflect the complexity of the hospital's structure, services, and patient populations. This responsibility encompasses all patient-care services-inpatient, outpatient, and ambulatory-licensed under the organization, including those delivered through contracts or other arrangements.
- ii. Performance-improvement efforts emphasize indicators that support improved health outcomes and the prevention and reduction of medical errors.
- iii. The Board assigns the Quality and Efficiency Practices Board Committee to evaluate and enhance the quality and efficiency of patient care. While the Board retains ultimate oversight, it delegates operational authority for performance-improvement activities to the Medical Staff and Hospital Leadership.
- iv. In exercising its supervising responsibility, the Board:
 - 1. Reviews and approves the QAPI, Risk Management and Patient Safety Program Plans.
 - 2. Reviews periodic reports on findings, actions, and results of program activities, including input from the populations served via results of patient experience data.
 - 3. Reviews reports on the following: all system or process failures; the number and type of sentinel events; whether the patients and the families were informed of the event; results of analysis related to adequacy of staffing; all actions taken to improve safety, both proactively and in response to actual occurrences.
 - 4. Assesses the QAPI, Risk Management and Patient Safety Programs' effectiveness and efficiency and required modification, as necessary.

5. Provides resources and support for performance improvement, change management, patient safety and risk management functions related to the quality and safety of patient care, including sufficient staff, access to information and training throughout the hospital.

d. Medical Executive Committee (MEC)

- i. MEC authorizes the establishment of an interdisciplinary Quality and Safety Committee to implement the QAPI program.
- ii. MEC is accountable to the Board of Directors for the oversight of performance improvement activities to ensure that one level of care is rendered to all patients. This responsibility extends across all patient-care settings- including inpatient, outpatient, and ambulatory services-licensed under the organization, as well as services delivered through contracts or other arrangements.
- iii. The Medical Staff participates in developing measures to evaluate care systematically. Their participation may be in individual departments, medical staff committees, or on interdepartmental or interdisciplinary process/performance improvement teams.
- iv. The Medical Staff departments review and evaluate the results of ongoing measures that include the medical staff review functions as well as risk management, patient safety, infection control, case management, and organizational planning.
- v. The Medical Staff has established the Medical Executive Committee to ensure that the hospital, through the activities of its medical staff, assess the Ongoing Professional Practice Evaluation of individuals granted clinical privileges and uses the results of such assessments to improve care, and when necessary, conduct Focused Professional Practice Evaluations. The goals of the Medical Executive Committee are to:
 - Improve the quality of care provided by individual practitioners
 - Monitor the ongoing performance of practitioners who have privileges
 - Identify opportunities for performance improvement
 - Monitor significant trends by analyzing aggregate data
 - Assure that the process for peer review is clearly defined, fair, defensible, timely and useful
 - Evaluate the performance of practitioners when issues affecting the provision of safe, high quality patient care are identified

e. Organizational Executives and Vice-Presidents

- i. Set expectations for performance/process improvement.
- ii. Lead the development of performance/process improvement initiatives.
- iii. Participate in processes to improve hospital performance as indicated.
- iv. Ensure participation from key stakeholders in all performance/process improvement activities.
- v. Monitor contracted services by establishing expectations for the performance of the contracted services.
- vi. Ensure that new or modified processes or services incorporate the following:
 - Needs and/or expectations of patients, staff and all identified key stakeholders
 - Results of performance improvement activities, when applicable
 - Information about potential risk to patients, when applicable
 - Every new service must have a proactive risk assessment completed before opening
 - Current knowledge and/or best practice
 - Information about sentinel events, if applicable
 - Testing and analysis to determine whether the proposed design or redesign will have a positive impact
- vii. Ensure that an integrated patient safety program is implemented throughout the organization.
- viii. Establish and maintain operational linkages between risk management activities related to patient care and safety, and performance improvement activities.
- ix. Review results from key financial indicators in order to ensure overall financial stability.
- x. Ensure compliance with state and federal laws, and the Joint Commission regulations/standards.

f. Support Service Departments/Department Directors

- i. The department leaders are accountable to the organizational executives, QSC and the Board of Directors for the quality of care/services and performance of their staff and departments. Departments participate in the systematic measurement and assessment of the quality of care/services provided. The

Department Directors:

- a. Promote the development of standards of care and measures to assess the quality of care/services rendered in their departments.
- b. Monitor the processes in their areas which affect patient safety, care, outcomes and the patient's perception of care received.
- c. Promote the integration of their department's performance improvement activities with those of other support services and the Medical Staff through participation in performance improvement teams.
- d. Report the results of applicable performance improvement activities in accordance with the established Quality Oversight Structure (see Appendix A).

D. Performance Measurement

1. The performance measurement process is one part of the evaluation of the effectiveness of the QAPI Program Plan. Performance measures have been established to measure important aspects of care. Leaders are responsible to determine what measures will be evaluated at least annually and updated/revised ongoing as compliance is sustained.
2. To ensure that the appropriate approach to planning processes of improvement; setting priorities for improvement; assessing performance systematically; implementing improvement activities on the basis of assessment; and maintaining achieved improvements, the organizational QAPI program is evaluated for effectiveness at least annually and revised as necessary.

3. Confidentiality

- a. All information related to performance improvement and patient safety activities performed by the Medical Staff or hospital personnel in accordance with this plan is confidential and protected under the Patient Safety Work Product and California Evidence Code 1157.
- b. Some information may be disseminated on a "need to know basis" as required by agencies such as federal review agencies, regulatory bodies, the National Practitioners Data Bank, or any individual or agency that proves a "need to know" as approved by the Medical Executive Committee, Organizational Leaders, and/or the Governing Body.
- c. HIPAA regulations will be followed.

E. Orientation and Education

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

V. REFERENCES

A. Joint Commission

- B. Title 22 (CDPH)
- C. CMS Conditions of Participation

Attachments

-  [Medical Staff Organizational Chart 03-28-26.pdf](#)
-  [PDSA Diagram.png](#)
-  [Rapid Cycle Change Diagram.png](#)

Approval Signatures

Step Description	Approver	Date
Quality & Safety Committee	Lisa Pietro: Department Coordinator	Pending
Policy Committees	Rebecca Alaga: Regulatory/ Accreditation Coordinator	9/11/2026
Policy Owner	Carla Spencer: Chief Nursing Officer	9/10/2026

Standards

No standards are associated with this document



Origination 1/1/2021
Approved N/A
Expires 1 year after approval

Owner Louis Villaneda Sr.: Respiratory Care Manager
Area Plans and Program

RC POCT Laboratory Safety/Chemical Hygiene Plan

I. SCOPE

- A. Salinas Valley Health Medical Center (SVHMC) is responsible for providing a safe place of employment and for furnishing safeguards, safety devices, and methods of operation to safeguard employees. In accordance with the SVHMC Safety Plan and the Environment of Care Committee, the following is in place to protect respiratory care practitioners (RCP) from health/chemical hazards associated with performing arterial blood gas collection and analysis. It is designed to identify actual and potential employee exposure, as well as set forth responsibilities and activities to enhance employee safety. This policy, as well as the OSHA standard (1910.1450) requiring that this policy be implemented, shall be available to employees at all times.
- B. All procedures (and use of chemicals and chemicals compounds) are listed, approved and reviewed in RC POCT ABG Policies: [EPOC BLOOD ANALYSIS PROCEDURE](#)

II. DEFINITIONS

- A. N/A

III. PLAN MANAGEMENT

A. **Plan Elements**

1. **SAFETY EQUIPMENT/APPAREL:**

- a. Personal protective equipment is the last line of defense against injury. Lines of defense may include:
- i. Using proper technique, appropriate training, and methods
 - ii. Using engineering controls such as those listed below:

- EYEWASH Bottle – Located RC laboratory
 - Fire Extinguishers - extinguishers labeled ABC can be used for any kind of fire occurring in the Laboratory
 - Face Shields - located in par level areas
 - Gloves - Located throughout the hospital
 - Fire Alarm- Located throughout the hospital
 - Chemical Spill Kits – Located in engineering
- b. POCT Supervisor shall be responsible for assuring their personnel use the protective equipment and apparel and that they use it properly.
- c. The following personal protective equipment (PPE) rules shall apply to all Laboratory personnel:
- Proper protective gloves and other protective clothing shall be worn when there is potential for contact with corrosive or toxic materials or materials of unknown toxicity
 - Gloves shall be selected on the basis of the materials being handled and the degree of hazard involved
 - All personal protective equipment must be appropriately stored, cleaned and cared for on an ongoing basis. Cleaning is especially important after exposure to chemicals
 - Prior to using any personal protective equipment, it should be thoroughly examined and inspected for unusual wear, deterioration, holes, cracks or other imperfections which could result in exposure of an employee.

2. HOUSEKEEPING, MAINTENANCE AND INSPECTION:

- a. Hospital Environmental Services perform general housekeeping. RCP personnel, however, will be responsible for keeping their respective work areas orderly and clean.
- Waste materials shall be appropriately segregated and disposed of in appropriate receptacles.
 - Spilled chemicals must be cleaned up immediately in an approved manner. (See spill control section)

3. WASTE HANDLING AND DISPOSAL COMPLIANCE:

- a. Wastes will be handled and disposed of in a manner consistent with the hospital chemical and medical waste management program as well as Federal, State and Local regulations.
- b. The goal of the waste management program is to assure minimal harm to people, other organisms, and the environment as result from the disposal of waste laboratory chemicals.

4. CHEMICAL WASTE PICK UP – ALL HAZARDOUS CHEMICALS:

- a. Containers must be in good condition and wastes must be stored in compatible containers according to hazardous material disposal guidelines.
- b. Keep different types of wastes in separate containers.
- c. Unlabeled containers of chemicals and solutions should undergo prompt disposal. If partially used, they should not be opened.

5. GENERAL GUIDELINES:

- a. All RCPs shall familiarize themselves with all procedures associated with the use of chemicals.
- b. The application of safety rules and safe work procedures shall be considered as important as the quality and professionalism of work performance.
- c. Supervisors at each management level shall be responsible for enforcing safety rules and safe work performance through regular performance evaluations and an application of the standard hospital disciplinary policy when infractions occur.

6. GENERAL LABORATORY SAFETY:

- a. Smoking is prohibited.
- b. Eating and drinking are prohibited in the technical work areas.
- c. Cosmetic application is prohibited in the technical work areas.
- d. Food is prohibited in technical refrigerators.
- e. Face shields or eye protectors must be worn when handling caustic chemical or when pouring chemicals.
- f. Shoes should be comfortable; rubber soled, and covers the entire foot.
- g. Hair shall be secured back and off the shoulders in a manner as to prevent it from coming into contact with contaminated materials or surfaces and also to prevent shedding. Hair must be kept away from any machinery. Beards must be handled in the same manner.
- h. All accidents shall be immediately reported to the immediate supervisor or lead regardless of injury severity.
- i. Always wear appropriate protective gloves when handling hazardous chemicals and wash hands thoroughly afterwards.
- j. Inspect gloves before use.
- k. Flammable liquids should be kept away from sources of ignition.
- l. Always know the exact location of all safety and emergency equipment.
- m. Report any unusual odors, vapors or smoke at once to your immediate supervisor.
- n. If you should happen to splash a caustic liquid on your skin or in your eyes, flush and/or wash the affected area immediately with copious amounts of

water.

- o. Never drink from a laboratory container.
- p. Do not smell or taste chemicals.
- q. Learn the uses and potential hazards of all equipment
- r. Use equipment only for its intended purpose.
- s. All containers shall be labeled & dated plainly to identify contents and provide warnings
- t. Labels on original containers shall not be removed or defaced.
- u. Never fill a container with a material other than that called for on the label.
- v. Know the proper disposal method for chemical substances.
- w. Always check with an SDS sheet when using chemical and procedures with which you are not familiar.
- x. Become familiar with chemical incompatibilities. Chemicals which could react should not be stored together.
- y. Refrigerators shall not be used for the storage of chemicals unless the refrigerator is specifically designed for the appropriate hazard (flammability, explosion proof lighting and electrical fixtures.)

7. CHEMICAL PROCUREMENT, DISTRIBUTION AND STORAGE:

- a. PROCUREMENT –All supplies are received at the dock, in the Supply Chain (SC) Department. Refer to SC Procedures for receiving supplies.

8. STOCKROOM/STOREROOM:

- a. Hazardous substances should be clearly identified and segregated from other supplies or chemicals.
- b. The store room shall not be used as a preparation area, repackaging area or chemical transfer area.

9. LABORATORY STORAGE:

- a. Amounts permitted should be as small as practical.
- b. Exposure to heat or direct sunlight should be avoided.

10. EMPLOYEE MEDICAL SAFETY PROGRAM:

- a. Employees annually receive a health examination in accordance with Employee Health policies and procedures.
- b. In the event of over-exposure, exposure to a spill or leak or if an employee develops signs or symptoms associated with a hazardous chemical, they shall receive medical consultation and evaluation. This shall include follow-up medical examination thought to be necessary by the examining physician.
- c. First aid for exposure to toxic substance should be administered through the Employee Health Services. Some exposures may require immediate treatment (Employee taken directly to the Emergency Room). Listed below

are some conditions which may require immediate treatment.

- Thermal and chemical burns
- Cuts and fracture wounds from glass or metal, including possible chemical contamination
- Skin irritation by chemicals
- Poisoning by ingestion, inhalation or skin absorption
- Asphyxiation (chemical or electrical)
- Injuries to the eyes from splashed chemicals

11. SIGNS AND LABELS (SEE ALSO HAZARD COMMUNICATION PROCEDURES):

- a. Emergency telephone numbers of emergency personnel, internal hospital codes and home phone numbers for key laboratory personnel available in multiple locations throughout the Lab.
- b. Original chemical containers must not have original labels removed or defaced. All containers must have identity labels showing the contents of the container as well as the associated hazard.
- c. Signs showing the location of the eyewash station and other safety and first aid equipment, exits, fire alarm and fire extinguishers. Signs are also posted where special or unusual hazards exist.
- d. Special hazards throughout the laboratory shall be clearly identified with symbols and working labels. Such signs and labels as listed below:
 - flammable liquid storage
 - biological waste receptacles
 - storage areas for strong alkalis or acids
- e. Safety equipment shall also be clearly marked and identifiable.

12. CHEMICAL/ REAGENT LABELING:

- a. Every container in the Laboratory should be labeled, regardless of size, with the following information:
 - name of chemical as it appears on the SDS sheet
 - the strength or concentration of the chemical
 - an appropriate warning where applicable
 - "Hazardous" warning label where applicable for hazardous chemicals
- b. Any new reagent/chemical acquisition must be approved by the RC POCT Director before ordering and must have SDS data sheet on file. New reagents/chemicals that are added to arterial blood gas program must be included in an appropriate training program for that chemical.

13. SPILLS AND ACCIDENTS:

- a. The Laboratory Department participates in the hospital wide internal and

external disaster plans. Personnel shall:

- Be familiar with exits and evacuation routes
- Participate in both types and drills
- Be familiar with alarms, hospital codes and know their responsibilities with respect to these alarms and codes.

14. CHEMICAL SPILL PROCEDURE:

- a. The organization Hazardous materials Spill procedure will be followed.

15. SPECIFIC HAZARDOUS CHEMICAL SPILL CONTROL INFORMATION for Common Laboratory Chemicals:

- a. ALLERGENS: Wear suitable gloves to prevent hand contact with allergens or substances of unknown allergenic activity.

B. Plan Responsibility

1. The RC POCT Director / designee is responsible for ensuring that the policies and procedures contained within the Chemical Hygiene plan are followed and that appropriate protective equipment is used.
 - a. Responsibilities include:
 - Ensuring that workers know and follow the chemical hygiene rules and appropriate training has been provided.
 - Determining the required level of protective equipment, availability of equipment, and ensuring it is in working order
 - Provide regular inspections including routine inspections of emergency equipment.
 - The current legal requirements concerning regulated chemicals
 - Reporting lack of compliance to the RC POCT Director or RC POCT Supervisor for corrective actions.
2. No new chemical, chemical compound or laboratory procedure may be applied without the specific prior approval of the RC POCT Laboratory Director.

C. Training and Information

1. All employees that perform analysis on bodily fluids are at risk must be informed about the work hazards on performing these types of analysis, the proper work procedures to follow to prevent exposures and accidents and what to do if an accident occurs. It is the intent of this department to make available as much information and literature as possible regarding the chemicals employees must work with. Personnel are encouraged to request information and utilize textbooks and reference materials to become as knowledgeable as possible regarding chemical hazards and appropriate precautions needed.
2. Textbooks and reference materials are available and are located on line using the SDS online library and/or the Hospital Library. This can be found on the organizational intranet.
3. Other materials and information may also be found in the Laboratory Safety Manual

or online. Materials found include:

- The Laboratory Safety/Chemical Hygiene Plan
 - OSHA's Permissible Exposure Limits for Regulated Substances
 - OSHA's Laboratory Standard (CFR 1910.1450)
 - Signs and Symptoms Associated with Exposures
 - Material Safety Data Sheets/Safety Data Sheets in Lab and/or on STARnet.
4. Initial and ongoing training is provided and participation by department employees is required.
 5. Information shall be provided at the time of an employee's initial assignment to a work area or prior to new exposure assignments.
 6. Ongoing training will be provided as part of the facility annual training process.

IV. REFERENCES

- A. National Institutes of Health (2023) Chemical Hygiene Plan retrieved from: <https://ors.od.nih.gov/sr/dohs/Documents/chemical-hygiene-plan.pdf>

Approval Signatures

Step Description	Approver	Date
MEC	Katherine DeSalvo: Director Medical Staff Services	Pending
Quality & Safety Committee	Lisa Pietro: Department Coordinator	9/15/2026
Lab Medical Dir.	Johnny Hu: PHYSICIAN	6/25/2026
Policy Committees	Rebecca Alaga: Regulatory/ Accreditation Coordinator	6/23/2026
Policy Owner	Louis Villaneda Sr.: Respiratory Care Manager	6/23/2026

Standards

No standards are associated with this document

EXTENDED CLOSED SESSION
(if necessary)

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

(Meeting Chair)

*RECONVENE OPEN SESSION/
REPORT ON CLOSED SESSION*

(Meeting Chair)

ADJOURNMENT