March 20, 2026

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 HEALTH**[1] will be held **THURSDAY, MARCH 26, 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.**

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

Allen Radner, MD
President/Chief Executive Officer

[1]Salinas Valley Memorial Healthcare System operating as Salinas Valley Health

REGULAR MEETING OF THE BOARD OF DIRECTORS
SALINAS VALLEY HEALTH[1]

THURSDAY, MARCH 26, 2026, 4:00 P.M.
DOWNING RESOURCE CENTER, ROOMS A, B & C,
Salinas Valley Health Medical Center
450 E. Romie Lane, Salinas, California

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

	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** *(Estimated time 4:30 pm)*	*Joel Hernandez Laguna*
4.	**AWARDS & RECOGNITION**	*Allen Radner, M.D.*
5.	**PUBLIC COMMENT** This opportunity is provided for members of the public to make a brief statement, not to exceed three (3) minutes, on issues or concerns within the jurisdiction of this District Board which are not otherwise covered under an item on this agenda.	*Joel Hernandez Laguna*
6.	**CONSENT AGENDA - GENERAL BUSINESS** *(Board Member may pull an item from the Consent Agenda for discussion.)*	*Joel Hernandez Laguna*

A. Minutes of Regular Meeting of the Board of Directors February 26, 2026
B. Policies/Plans Requiring Approval
    1. Care of the Total Hip and Knee Replacement Surgery Patient
    2. Endotracheal/Tracheostomy Suctioning
    3. Scope of Service: Critical Care
    4. Scope of Service: Medical Surgical Nursing Services
    5. Scope of Service: Respiratory, Neurodiagnostics and Sleep Center

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

7.	**BOARD MEMBER COMMENTS AND REFERRALS**	*Joel Hernandez Laguna*

[1]Salinas Valley Memorial Healthcare System operating as Salinas Valley Health

8. REPORTS ON STANDING AND SPECIAL COMMITTEES

A. QUALITY AND EFFICIENT PRACTICES COMMITTEE *Catherine Carson*

Minutes of the March 16, 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 March 16, 2026 Personnel, Pension and Investment 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 (i) FINDINGS SUPPORTING RECRUITMENT OF BRENDA CHIANG, DO, (ii) CONTRACT TERMS FOR DR. CHIANG'S RECRUITMENT AGREEMENT, AND (iii) CONTRACT TERMS FOR DR. CHIANG'S HEMATOLOGY AND ONCOLOGY 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 MICHAEL SADIGHIAN, MD, (ii) CONTRACT TERMS FOR DR. SADIGHIAN'S RECRUITMENT AGREEMENT, AND (iii) CONTRACT TERMS FOR DR. SADIGHIAN'S UROLOGY 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 CONTRACT TERMS FOR ILJA DEJANOVIC MD'S INTERVENTIONAL CARDIOLOGY 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 March 23, 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 PROJECT FUNDING AND AWARD CONSTRUCTION CONTRACT TO AVILA CONSTRUCTION FOR THE SALINAS VALLEY HEALTH RYAN RANCH SERVER ROOM DEVELOPMENT PROJECT**
   - 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 CONTRACT AWARD TO VIZIENT, INC. FOR VIZIENT DATA CONNECTOR (VDC) AND CLINICAL DATA BASE (CDB)**
   - 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 IATRIC SYSTEMS 3-YEAR SERVICE AGREEMENT FOR PATIENT PRIVACY MANAGED SERVICES**
   - 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 THE GE HEALTHCARE OEC MEDICAL SYSTEMS SEVEN (7) YEAR SERVICE AGREEMENT TO INCLUDE THREE (3) ELITE 31 SYSTEMS**
   - 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 THE DAVINCI XI LEASE UPGRADE TO THE DA VINCI 5 (DV5)**
   - Staff Presentation
   - Questions to Committee Chair/Staff
   - Motion/Second
   - Public Comment
   - Board Discussion/Deliberation
   - Action by Board/Roll Call Vote

D. CORPORATE COMPLIANCE AND AUDIT COMMITTEE *Joel Hernandez Laguna*

Minutes of the March 18, 2026 Corporate Compliance and Audit Committee meeting have been provided to the Board for their review. Additional Report from Committee Chair, if any.

9. **REPORT ON BEHALF OF THE MEDICAL EXECUTIVE COMMITTEE (MEC) MEETING OF MARCH 12, 2026 AND RECOMMENDATIONS FOR THE FOLLOWING BOARD APPROVALS:** *Alison Wilson, D.O.*

A. Reports
   1. Credentials Committee Report (Including the following)
      - OB Hospitalist – Clinical Privilege Delineation
   2. Interdisciplinary Practice Committee Report

B. Policies/Procedures/Plans and Agreements Recommended for Approval:
   1. 2-Bag System Fluid Titration Pharmacy Calculation Protocol in Pediatric DKA Patients
   2. Aseptic Technique for Procedural Areas
   3. Controlled Substance and Drug Diversion Management
   4. Nutrition Services Food Borne Illness Reporting

- 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, April 23, 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, MARCH 26, 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)
2. Report of Medical Staff Quality and Safety Committee
    - Regulatory and Accreditation Updates: CMS CV 26-1 Findings
    - Quality & Safety Board Dashboard Review

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

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 HEALTH[1]
REGULAR MEETING OF THE BOARD OF DIRECTORS
MEETING MINUTES
FEBRUARY 26, 2026

Board Members Present: President Joel Hernandez Laguna; Vice-President Catherine Carson; and Isaura Arreguin.

Absent: Rolando Cabrera, M.D.; Victor Rey, Jr.

Also Present:
Allen Radner, M.D., President/Chief Executive Officer
Alison Wilson, D.O., 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 4:05 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, and Conference with Labor Negotiator*. The meeting recessed into Closed Session under the Closed Session Protocol at 4:06 p.m. The Board completed its business of the Closed Session at 4:36 p.m.

3. RECONVENE OPEN SESSION/REPORT ON CLOSED SESSION

The Board reconvened Open Session at 4:39 p.m. President Hernandez Laguna reported that in Closed Session, the Board discussed *Hearings and Reports, Report Involving Trade Secret – Trade Secret, Strategic Planning, Proposed New Programs and Services, and Conference with Labor Negotiator.* The Board received and accepted the reports listed on the Closed Session agenda. No action was taken.

President Hernandez Laguna announced there is a need for an 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:

- **STAR Award: Nakeshlon Willis, Environmental Services:** Clement Miller, COO, introduced Nakeshlon Willis from Environmental Services (who now works in the SVH Staffing Office) who was nominated by staff members for his consistent kindness, professionalism, and dedication to keeping patient care areas clean, safe, and ready for use. Both nominators stated that Nakeshlon goes above and beyond in his work.
- **STAR Award: Fernando Camarena, CEP, Cardiac Wellness:** Clement Miller, COO, introduced Fernando Camarena who was nominated by a colleague who praised his consistent kindness, generosity, and willingness to help both patients and coworkers. Fernando was

[1]Salinas Valley Memorial Healthcare System operating as Salinas Valley Health

spotlighted for his dedication in helping Spanish-speaking patients and ensuring they receive compassionate care.

- **STAR Award: Jennifer Mase, RCP, Respiratory Care:** Clement Miller, COO, introduced Jennifer Mase who was nominated by a colleague for her compassion and dedication she showed to a patient in need. Jennifer spoke kindly on offering a hand up to this patient in their time of need.
- **STAR Award: Leticia "Letty" Suarez, OR/Surgical Sterile Tech III:** Alysha Hyland, CAO, introduced Letty Suarez and shared a statement from a patient who recently expressed her heartfelt appreciation for Letty, "Letty has been a most wonderful CNA. She was constantly checking in on me seeing if she can do something for me. Even during one of my panic attacks, she held my hand and spoke to me providing compassion, kindness, helping me feel better."
- **Hartnell College Celebrating Excellence Across the Health Sciences:** Carla Spencer, CNO, highlighted the awards presented at the Hartnell College event: Celebrating Excellence Across the Health Sciences. The Excellence in Nursing Award was presented to Jovita Dominguez, BSN, RN, and the Champion for Nursing and Health Excellence Award was presented to Salinas Valley Health.
- **Celebrating Heart Month:** Claudia Pizarro Villalobos, Director of Marketing & Communications, shared the many Heart Month Activities taking place.

5. PUBLIC COMMENT: None.

6. CONSENT AGENDA – GENERAL BUSINESS

Recommend Board Approval of the Following:

A. Minutes of the Regular Meeting of the Board of Directors January 22, 2026
B. Policies/Plans Requiring Approval
    1. After Hours Patient Food
    2. Competence Assessment/Validation Process and Documentation Management
    3. Exit Interviews
    4. Grant Solicitation
    5. Intra-Aortic Balloon Pump (IABP) Management
    6. Scope of Service: Medical Library
    7. Scope of Service: Mammography Center
    8. Scope of Service: Supply Chain
    9. Telecommuting
    10. Tuition Assistance

PUBLIC COMMENT: None.

BOARD MEMBER DISCUSSION: Director Carson commented that she appreciated staff's work on the following items: Exit Interviews and Scope of Service: Supply Chain.

MOTION:
Upon motion by Director Carson, second by Director Arreguin, the Board of Directors approves the Consent Agenda, Items (A) through (B) as listed above.

ROLL CALL VOTE:
Ayes: Arreguin, Carson, Hernandez Laguna;

Nays: None;
Abstentions: None;
Absent: Dr. Cabrera, Rey.

Motion Carried.

7. BOARD MEMBER COMMENTS AND REFERRALS

Director Rolando Cabrera, M.D.: Absent.
Director Catherine Carson: Director Carson warmly welcomed B. Gutierrez who is joining the Salinas Valley Health Foundation as its new Chief Philanthropy Officer. Director Carson also reported that she attended the inaugural Celebrating Excellence Across Health Sciences event at Hartnell College.
Director Victor Rey, Jr.: Absent.
Director Isaura Arreguin: Director Arreguin commented positively on the community presence at a Heart Month event.
Director Hernandez Laguna: Director Hernandez Laguna commented on the importance of SVH's partnership with Hartnell College. He also reported that he will be out of the country next month and has asked Director Carson to chair the March Regular Meeting of the Board of Directors.

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 February 9, 2026 meeting were provided for Board review. Director Carson stated the presentations were: Patient Care Services Update – Oncology Unit Practice Council Report, and Report on Quality and Safety – CMS, Quality Incentive Programs, Infection Prevention Updates and Age-Friendly Updates. There are no recommendations.

B. PERSONNEL, PENSION & INVESTMENT COMMITTEE

A report was received from Director Carson regarding the Personnel, Pension & Investment Committee. The minutes of the February 18, 2026 meeting were provided for Board review. Director Carson stated the presentations were: Review Investment Performance of Salinas Valley Health General & Board Designated Funds, Workers' Compensation and Workplace Violence Metrics Report, and Human Resources Metrics: FY26 Mid-Year Report. There are no recommendations.

C. FINANCE COMMITTEE

A report was received from Director Hernandez Laguna regarding the Finance Committee. The minutes of the February 23, 2026 meeting were provided for Board review. The Financial Reports of the meeting were included in the packet for review (informational).

The following recommendations were made.

1. CONSIDER RECOMMENDATION FOR BOARD APPROVAL OF PRELIMINARY PROJECT BUDGET AND AWARD CONTRACT TO TREANOR FOR DESIGN AND ENGINEERING SERVICES FOR THE ENDOSCOPY SUITE PROJECT

This contract for design and engineering services seeks to renovate and expand space for endoscopy suites. The design contract was put out to bid and SVH received three proposals. Treanor was selected

as the lowest responsible, responsive bidder. The design and engineering contract is in the amount of $640,375.00. The total project design development budget is $1,000,000.00.

PUBLIC COMMENT: None

BOARD MEMBER DISCUSSION: None.

MOTION:
Upon motion by Director Carson, and second by Director Arreguin, the Board of Directors approves the project design development budget of $1,000,000.00 and awards contract for professional services to Treanor for the design and engineering of the Endoscopy Suite, in the amount of $640,375.00.

ROLL CALL VOTE:
Ayes: Arreguin, Carson, Hernandez Laguna;
Nays: None;
Abstentions: None;
Absent: Dr. Cabrera, Rey.

Motion Carried.

2. **CONSIDER RECOMMENDATION FOR BOARD APPROVAL OF PROJECT FUNDING AND AWARD OF CONSTRUCTION CONTRACT TO TOMBLESON, INC. FOR THE SALINAS VALLEY HEALTH 559 ABBOTT STREET X-RAY ROOMS 1 & 2 EQUIPMENT REPLACEMENT PROJECT**

This project seeks to renovate X-Ray rooms to accommodate new X-Ray equipment. The construction contract to renovate the rooms was put out to bid and two proposals were received. Tombleson was selected as the lowest responsible, responsive bidder. The total project budget is $1,186,000.00 (which amount includes a previously-approved $506,046 for two equipment packages, approved by the SVH Board of Directors in April 2025), and the contract to Tombleson for construction services is in the amount of $439,105.00.

PUBLIC COMMENT: None.

BOARD MEMBER DISCUSSION: None.

MOTION:
Upon motion by Director Arreguin, and second by Director Carson, the Board of Directors approves the (i) total estimated project cost to furnish and install new X-Ray equipment in 559 Abbott Street Imaging Center Rooms 1 & 2 in the amount of $1,186,000.00, and (ii) award construction contract to Contractor Tombleson, Inc. for Salinas Valley Health 559 Abbott Street X-Ray Rooms 1 & 2 Equipment Replacement Project in the amount of $439,105.00.

ROLL CALL VOTE:
Ayes: Arreguin, Carson, Hernandez Laguna;
Nays: None;
Abstentions: None;
Absent: Dr. Cabrera, Rey.

Motion Carried.

3. **CONSIDER RECOMMENDATION FOR BOARD APPROVAL FOR THE PURCHASE OF EIGHT (8) EDWARDS LIFESCIENCES HEMOSPHERE ALTA HEMODYNAMIC MONITORING EQUIPMENT**

Pursuant to Health & Safety Code §32132(b), this contract for the purchase of medical or surgical equipment is exempt from public contract bidding requirements. The projected cost of this equipment is $685,172.30, subject to final negotiation and legal review.

PUBLIC COMMENT: None.

BOARD MEMBER DISCUSSION: Director Carson spoke in favor of this recommendation, stating that this purchase will standardize equipment.

MOTION:
Upon motion by Director Carson, and second by Director Arreguin, the Board of Directors approves the purchase of eight (8) Edwards Lifesciences HemoSphere Alta hemodynamic monitoring equipment at the cost of $685,172.30 subject to final negotiation and legal review.

ROLL CALL VOTE:
Ayes: Arreguin, Carson, Hernandez Laguna;
Nays: None;
Abstentions: None;
Absent: Dr. Cabrera, Rey.

Motion Carried.

4. **CONSIDER RECOMMENDATION FOR BOARD APPROVAL OF THE LEASE AGREEMENT TERMS BETWEEN SALINAS VALLEY MEMORIAL HEALTHCARE SYSTEM AND JS & MR PROPERTIES, LLC FOR 1260 SOUTH MAIN STREET, SUITE 201, SALINAS, CALIFORNIA**

The essential terms of this lease agreement are as follows: the term is for three years, with two one-year options to extend; rent is $20,301 per month; and this is a full-service lease. The objective in leasing this space is to increase primary and specialty care clinic space to better serve more patients.

PUBLIC COMMENT: None.

BOARD MEMBER DISCUSSION: None.

MOTION:
Upon motion by Director Carson, and second by Director Arreguin, the Board of Directors approves the terms of the Lease Agreement for 1260 South Main Street, Suite 201, Salinas, California for Three (3) Years.

ROLL CALL VOTE:
Ayes: Arreguin, Carson, Hernandez Laguna;
Nays: None;

Abstentions: None;
Absent: Dr. Cabrera, Rey.

Motion Carried.

5. **CONSIDER RECOMMENDATION FOR BOARD APPROVAL OF CONTRACT TERMS FOR A PLASTIC SURGERY PROFESSIONAL SERVICES AGREEMENT FOR MATTHEW ROMANS, MD**

PUBLIC COMMENT: None.

BOARD MEMBER DISCUSSION: None.

MOTION:
Upon motion by Director Carson, and second by Director Arreguin, the Board of Directors approves the Contract Terms for the Plastic Surgery Professional Services Agreement for Dr. Romans.

ROLL CALL VOTE:
Ayes: Arreguin, Carson, Hernandez Laguna;
Nays: None;
Abstentions: None;
Absent: Dr. Cabrera, Rey.

Motion Carried.

6. **CONSIDER RECOMMENDATION TO THE SVH BOARD OF DIRECTORS TO APPROVE (i) THE PURCHASE OF ADDITIONAL UNITS OF VOTING MEMBERSHIP INTEREST IN MONTEREY PENINSULA SURGERY CENTER, AND (ii) THE EXECUTION OF THE MPSC SUBSCRIPTION AGREEMENT BY THE SVH PRESIDENT/CEO, AS APPROVED BY DISTRICT LEGAL COUNSEL**

The essential terms of this transaction are as follows: the purchase price is $3,966,000.00 and the purchase would bring SVH's total ownership interest in Monterey Peninsula Surgery Center to approximately Twenty Percent (20%). The objective of this transaction is to increase investment in high-quality, low-cost options for surgical services that provide great value to patients.

PUBLIC COMMENT: None.

BOARD MEMBER DISCUSSION: None.

MOTION:
Upon motion by Director Carson, and second by Director Arreguin, the Board of Directors approves (i) the purchase of additional units of Voting Membership Interests in Monterey Peninsula Surgery Center in the amount of $3,966,000.00, and (ii) the execution of the MPSC Subscription Agreement by the SVH President/CEO, as approved by District Legal Counsel.

ROLL CALL VOTE:
Ayes: Arreguin, Carson, Hernandez Laguna;
Nays: None;

Abstentions: None;
Absent: Dr. Cabrera, Rey.

Motion Carried.

D. COMMUNITY ADVOCACY COMMITTEE

A report was received from Director Arreguin regarding the Community Advocacy Committee. Director Arreguin stated the following was presented: Community Health Needs Assessment Report. The minutes of the February 18, 2026 meeting were provided for Board review. Director Arreguin noted that there was a typo on the published Agenda regarding this item. The published Agenda refers to the minutes of the "Finance Committee" under this item; it is correctly stated as the minutes of the "Community Advocacy Committee".

The following recommendation was made.

1. **CONSIDER RECOMMENDATION FOR BOARD APPROVAL OF COMMUNITY FUNDING PLANS & PROGRAMS – ANNUAL REVIEW/APPROVAL**

PUBLIC COMMENT: None.

BOARD MEMBER DISCUSSION: Director Hernandez Laguna asked about the eligibility determination for community funding. Staff provided a general overview of the process of receiving and reviewing requests. Legal Counsel explained that the Health & Safety Code has certain eligibility criteria built into the law that is, in turn, built into the Community Funding Plans & Programs presented to the Board here.

MOTION:
Upon motion by Director Carson, and second by Director Arreguin, the Board of Directors approves the Community Funding Plans & Programs – Annual Review/Approval.

ROLL CALL VOTE:
Ayes: Arreguin, Carson, Hernandez Laguna;
Nays: None;
Abstentions: None;
Absent: Dr. Cabrera, Rey.

Motion Carried.

9. REPORT ON BEHALF OF THE MEDICAL EXECUTIVE COMMITTEE (MEC) MEETING ON FEBRUARY 12, 2026, AND RECOMMENDATION FOR BOARD APPROVAL OF THE FOLLOWING:

Alison Wilson, D.O., Chief of Staff, reviewed the reports of the Medical Executive Committee (MEC) meeting of February 12, 2026. A full report was provided in the Board packet. The MEC recommends for Board Approval the following Reports as listed on the Agenda and recommendation as described below.

PUBLIC COMMENT: None.

BOARD DISCUSSION: None.

MOTION:
Upon motion by Director Carson, and second by Director Arreguin, the Board of Directors receives and accepts the Medical Executive Committee Credentials Committee Report and Interdisciplinary Practice Committee Report and approves the reports as follows:

A. Reports
    1. Credentials Committee Report (Including the following)
        - Clinical Privilege Delineation Revision: General Surgery, Oncology Surgery and Colorectal Surgery
    2. Interdisciplinary Practice Committee Report

Upon motion by Director Carson, and second by Director Arreguin, the Board of Directors approves the recommendation from the Medical Executive Committee for the ten (10) day suspension of privileges of Misty Navarro, MD.

ROLL CALL VOTE:
Ayes: Arreguin, Carson, Hernandez Laguna.
Nays: None;
Abstentions: None;
Absent: Dr. Cabrera, Rey.

Motion Carried

10. EXTENDED CLOSED SESSION
President Hernandez Laguna announced items to be discussed in Extended Closed Session *Hearings and Reports, Report Involving Trade Secret – Trade Secret, Strategic Planning, Proposed New Programs and Services.* The meeting recessed into Closed Session under the Closed Session Protocol at 5:26 p.m. The Board completed its business of the Closed Session at 6:50 p.m.

11. RECONVENE OPEN SESSION/REPORT ON CLOSED SESSION
The Board reconvened Open Session at 6:54 p.m. President Hernandez Laguna reported that in Extended Closed Session, the Board discussed *Hearings and Reports, Report Involving Trade Secret – Trade Secret, Strategic Planning, Proposed New Programs and Services.* No action was taken.

12. ADJOURNMENT
The next Regular Meeting of the Board of Directors is scheduled for **Thursday, March 26, 2026,** at 4:00 p.m. There being no further business, the meeting was adjourned at 6:54 p.m.

_____
Rolando Cabrera, MD
Secretary, Board of Directors

Memorandum

To: Board of Directors

From: Brenda Inman, VP Quality and Risk

Date: March 26, 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.	Care of the Total Hip and Knee Replacement Surgery Patient	Regularly scheduled review. No changes.	Timothy Albert, CCO
2.	Endotracheal/Tracheostomy Suctioning	Clarification of non-sterile technique for closed suction. References updated.	Carla Spencer, CNO
3.	Scope of Service: Critical Care	Regularly scheduled review. Reformatting. Clarification of nursing units. Typos corrected.	Carla Spencer, CNO
4.	Scope of Service: Medical Surgical Nursing Services	Regularly scheduled review. No changes.	Carla Spencer, CNO
5.	Scope of Service: Respiratory, Neurodiagnostics and Sleep Center	Regularly scheduled review. Org chart updated.	Clement Miller, COO

MEC			
Nursing Standardized Procedures			
1.	None		
MEC Policies/Plans			
1.	2-Bag System Fluid Titration Pharmacy Calculation Protocol in Pediatric DKA Patients	Regularly scheduled review. Rebranding. Education statement corrected	Clement Miller, COO
2.	Aseptic Technique for Procedural Areas	Regularly scheduled review. Minor typos. References updated.	Alysha Hyland, CAO
3.	Controlled Substance and Drug Diversion Management	Regularly scheduled review. No changes.	Clement Miller, COO
4.	Nutrition Services Food Borne Illness Reporting	References updated.	Clement Miller, COO
Board Policies			
1.	None		

Status **Pending** PolicyStat ID **19612004**

Origination	10/29/2021	Owner	Lilia Meraz Gottfried: Director Clinical Development
Approved	N/A		
Expires	3 years after approval	Area	Patient Care

Care of the Total Hip and Knee Replacement Surgery Patient

I. POLICY STATEMENT

A. N/A

II. PURPOSE

A. To guide staff in the management and care of the joint replacement surgery patients according to the program's mission and goals (Attachment A)

III. DEFINITIONS

A. Clinical Practice Guidelines – refers to standard interventions for a specific patient population to direct care toward evidence-based practice and improve collaboration and efficiency between all other healthcare team members.

B. Joint Replacement Surgery – this includes total knee replacement/arthroplasty and/or total hip replacement/arthroplasty

C. AAOS – American Academy of Orthopaedic Surgeons

D. NAON – National Association of Orthopaedic Nurses

E. ASA – American Society of Anesthesiologists

F. ASPAN – American Society of PeriAnesthesia Nurses

G. AORN – Association of Perioperative Nurses

H. NICE – National Institute for Health and Care Excellence

I. OOB – out of bed

J. OPS - Out Patient Surgery

K. ADL – activities of daily living

IV. GENERAL INFORMATION

A. Patients admitted for elective joint replacement surgery are treated according to evidence-based clinical practice guidelines (See Attachment B).

B. Care of the joint replacement surgery patient involves an interdisciplinary approach utilizing nursing, medicine, rehabilitation services, pharmacy and case management.
Whenever possible, joint replacement surgery patients are placed in the Joint Replacement Center of the Ortho/Neuro/Spine (ONS) – when general medical-surgical care is needed.

V. PROCEDURE

A. Candidates for joint replacement surgery are highly encouraged to attend a Pre-operative orientation class at Salinas Valley Health Medical Center (SVHMC). The goals of this orientation class are: (1) provide information to help patients prepare for joint replacement surgery; (2) facilitate smooth transition from the Joint Replacement Center to home or other discharge disposition as needed; (3) provide guidance to optimize health preoperatively with information on exercises and nutrition, and answer questions as needed.

B. Prior to scheduling surgery the informed consent process is initiated in the Surgeon's office.

C. Once patients decide to proceed with joint replacement surgery, an appointment for pre-surgery visit and pre-admission testing (PAT) is scheduled.

D. Pre-operative care is provided at the Outpatient Services (OPS) department.

E. Standardized order sets for post-operative knee replacement surgery and post-operative hip replacement surgery are available for provider use.

F. Clinical pathway for total knee and/or total hip replacement surgery is initiated. (See Attachment C)

G. Joint replacement patients and their caregivers are educated pre-operatively; education is reinforced, during their hospital stay to address the following: inpatient care clinical pathway, pain management, medications, related orthopedic equipment, treatments, pertinent exercises, incision/wound care, prevention of complications, and follow-up care after discharge.

H. Nursing assessments and interventions include, but not limited to, the following:

1. Vital signs and neurovascular assessment
2. Positioning/activity/mobility
3. Knee precautions and/or hip precautions as applicable
4. Hydration and nutrition
5. Pain management
6. Medication management
7. Safety assessment
8. Incision/wound care
9. Bowel/bladder/skin assessment
10. Psychosocial support

11. Implementation of Clinical Practice Guidelines for mobility activities, pain management, venous thromboembolism (VTE) prophylaxis, prevention of surgical site infection (SSI) and management of post-operative nausea/vomiting (PONV).
12. Patient/family education
    a. Written educational materials are provided and reviewed
    b. Document patient/family education provided

I. Rehabilitation Services (Physical and Occupational Therapy)
1. Perform evaluations and treatments upon admission or per provider orders
2. Implement the Total Joint Protocol for rehabilitation of knee and/or hip replacement surgery patients (See Attachment D)
3. Encourage mobilization and ambulation as soon as possible following surgery.

J. Psychosocial Support
1. Provide emotional and psychosocial support to patient/families

K. Case Management
1. Facilitate transition from acute care to discharge disposition to home with home healthcare assistance, or to skilled nursing facility/acute rehab as needed with input from the interdisciplinary team (provider, physical therapist, occupational therapist, nursing as needed)

L. Documentation:
1. Patient care and assessments are documented in the electronic health record.

VI. EDUCATION/TRAINING

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

VII. REFERENCES

A. Wainwright,T, et al (2020) Consensus statement for perioperative care in total hip replacement and total knee replacement surgery: Enhanced Recovery After Surgery(ERAS) Society Recommendations, Acta Orhopaedica (91)1, 3-19.

B. Martin. G. & Harris, I. (2020). Total Knee Arthroplasty Up to Date Wolters Kluwer.

C. Hehl, J. Jones, D. Stohler, S. (2021). NAON Clinical practice guideline surgical site infection prevention.

D. Bodden, J., & Coppola, C. (2017). NAON Best Practice Guideline Total Hip Arthoplasty. Chicafo, IL, USA.

E. Feinleib, J, Kwan, L. & Yamani, A. (2020) Poatoperative Nausea and Vomiting

F. Mori, C., & Ribsam, V. (2017). NAON Best Practice Guideline Total Knee Arthoplasty. Chicago, IL, USA.

Attachments

A: Joint Replacement Program Mission and Goals

B: Clinical Practice Guidelines for Care of the Joint Replacement Surgery Patients

C: Total Joint Protocol

Approval Signatures

Step Description	Approver	Date
Board Approval	Rebecca Alaga: Regulatory/ Accreditation Coordinator	Pending
CNO	Carla Spencer: Chief Nursing Officer	3/16/2026
Policy Committee	Rebecca Alaga: Regulatory/ Accreditation Coordinator	3/16/2026
Policy Owner	Lilia Meraz Gottfried: Director Clinical Development	3/16/2026

Standards

No standards are associated with this document

Status Pending PolicyStat ID 19611963

Origination	7/26/2019	Owner	Frank Mensah: Director Critical Care Services
Approved	N/A	Area	Patient Care
Expires	3 years after approval		

Endotracheal/Tracheostomy Suctioning

I. POLICY STATEMENT

A. N/A

II. PURPOSE

A. To guide the staff in maintaining the patency of artificial airways, improve gas exchange, decrease airway resistance, and reduce infection risk by removing secretions from the trachea and main stem bronchi.

B. To establish a standard for obtaining samples of pulmonary secretions for laboratory analysis.

III. DEFINITIONS

A. MRB- Manual Resuscitation Bag.

IV. GENERAL INFORMATION

A. Suctioning of airways shall be performed only when clinically indicated and **not** as routine, fixed schedule treatment.

V. PROCEDURE

A. Equipment

1. Suction catheter of appropriate size or closed suction system
2. Sterile water-soluble lubricant or sterile saline solution
3. Sterile gloves
4. Source of suction (wall mounted or portable) and suction tubing set-up
5. Self-inflating manual resuscitation bag (MRB) connected to an oxygen flow meter,

set at 15 L/min (not required if using the ventilator to deliver hyper-oxygenation breaths)

B. Set-up

1. Wash hands and don personal protective equipment.
2. Turn on suction apparatus and set vacuum regulator. Use 150mmHG for inline suction and 120mmHg for Cath N Sleeve. High negative-pressure settings may increase tracheal mucosal damage.
3. Monitor patient's cardiopulmonary status before, during, and after the suctioning period. Observe for signs and symptoms of complication: decreased arterial oxygen saturation, cardiac dysrhythmias, bronchospasms, respiratory distress, cyanosis, increased blood pressure or intracranial pressure, anxiety, agitation, or changes in mental status.
4. Open-Suction technique only:
    a. Open sterile catheter package on a clean surface, using the inside of the package as a sterile field.
    b. Set-up the sterile solution container on sterile field. Be careful not to touch the inside of the container. Fill with approximately 100ml of sterile normal saline solution. This prepares the catheter flush solution.
    c. Don sterile gloves.
    d. Pick up suction catheter, being careful to avoid touching non-sterile surfaces. With the non-dominant hand, pick up the connecting tubing. Secure the suction catheter to the connecting tubing.
    e. Check equipment for proper functioning by suctioning a small amount of sterile saline solution from the container.
5. Closed-Suction technique only:
    a. Connect the suction tubing to the closed in-line suction system port. This technique does not require sterile technique.

C. Operation

1. Hyperoxygenate the patient with 100% FiO_2 for 30 seconds by one the following three ways:
    a. Press the Oxygen Boost button on the ventilator.
    b. Increase the baseline fraction of inspired oxygen level (FIO2) on the mechanical ventilator.
    c. Disconnect the ventilator or gas delivery tubing from the end of the tracheal or tracheostomy tube, attached the MRB to the tube and administers 5-6 breaths over 30 seconds.
2. With the suction off, gently but quickly insert the catheter with the dominant hand into the artificial airway until resistance is met, then pull back 1-2 cm.
3. Place the non-dominant thumb over the control vent of the suction catheter and

apply continuous or intermittent suction. Rotate the catheter between the dominant thumb and forefinger as you withdraw the catheter over ten (10) seconds or less into the sterile catheter sleeve (closed suction technique) or out of the open airway (open suction technique).

4. Hyperoxygenate with 100% FiO_2 for 30 seconds before and after each pass of the suction catheter.
5. One or two more passes of the suction catheter may be performed if secretions remain in the airway and the patient is tolerating the procedure.
6. If the patient does not tolerate suctioning despite hyperoxygenation, try the following steps:
    a. Ensure that 100% oxygen is being delivered.
    b. Maintain PEEP during suctioning. Check that the PEEP valve is attached properly to the MRB if using that method for hyperoxygenation.
    c. Switch to another method of suctioning.
    d. Allow longer recovery intervals between suction passes.
    e. Hyperventilation may be used in situations where the patient does not tolerate suctioning with hyperoxygenation alone, using either the MRB or the ventilator.
7. If performing sterile open-suction technique, rinse the catheter and connecting tubing with sterile saline solution until clear.
8. Once the lower airway has been adequately cleared of secretions, perform nasal or oropharyngeal suctioning. A separate suction catheter must be opened for this step when using the closed-suction technique.
9. Open suction technique only: On completion of upper airway suctioning, wrap the catheter around the dominant hand. Pull glove off inside out; catheter will remain in glove. Pull off the other glove in the same fashion and discard.

D. Maintenance/Care
    1. Monitor patient's cardiopulmonary status before, during, and after the suctioning period.
    2. Reassess patient for signs of suctioning effectiveness.

E. Complications
    1. Decreased arterial oxygen saturation
    2. Cardiac dysrhythmias
    3. Bronchospasm
    4. Respiratory distress
    5. Cyanosis
    6. Increased blood pressure or intracranial pressure
    7. Anxiety, agitation, or changes in mental status

F. Documentation:

1. Pre-suctioning assessment, including clinical indication for suctioning
2. Suction type (endotracheal, subglottic ETT, oropharangeal, tracheostomy, nasal and oral)
3. Amount, consistency, color and odor if present.
4. Tolerance of suctioning procedure, including development of any unexpected outcomes.

VI. EDUCATION/TRAINING

A. Education and/or training is provided as needed

VII. REFERENCES

A. American Association for Respiratory Care (AARC). (2022). AARC Clinical Practice Guidelines: Artificial Airway Suctioning. *Respiratory Care*, *67*(2):258-271. doi:10.4187/respcare.09548.

B. La Vita, C.J. (2021). Chapter 37: Airway management. In R.M. Kacmarek, J.K. Stoller, A.J. Heuer (Eds.), *Egan's fundamentals of respiratory care* (12th ed., pp. 748-787). St. Louis: Elsevier. Yilmaz, I[1,2]; Ozden, D[2]; Arslan, GG[2]. Intensive Care Nurses' Evidence-based Knowledge and Experiences Regarding Closed Suctioning System. Nigerian Journal of Clinical Practice 24(6):p 883-891, June 2021. | DOI: 10.4103/njcp.njcp_211_19

Approval Signatures

Step Description	Approver	Date
Board Approval	Rebecca Alaga: Regulatory/ Accreditation Coordinator	Pending
CNO	Carla Spencer: Chief Nursing Officer	3/16/2026
Policy Committee	Rebecca Alaga: Regulatory/ Accreditation Coordinator	3/16/2026
Policy Owner	Frank Mensah: Director Critical Care Services	3/16/2026

Standards

No standards are associated with this document

Status **Pending** PolicyStat ID **19400716**

Origination	2/28/2020	Owner	Frank Mensah: Director Critical Care Services
Approved	N/A	Area	Scopes Of Service
Expires	1 year after approval		

Scope of Service: Critical Care

I. SCOPE OF SERVICE

The Critical Care Units support the Mission, Vision, Values and Strategic Plan of Salinas Valley Health Medical Center (SVHMC) and has designed services to meet the needs and expectations of patients, families and the community.

The purpose of the Critical Care Units are to enhance patient services and health programs that help SVHMC remain a leading provider of medical care. The goal of Critical Care Units are to ensure that all customers will receive high quality care / service in the most expedient and professional manner possible.

II. GOALS

In addition to the overall SVHMC goals and objectives, the Critical Care units develop goals to direct short term projects and address opportunities evolving out of quality management activities. These goals will have input from other staff and leaders as appropriate and reflect commitment to annual hospital goals.

The goals of the Critical Care Units are:

A. ***ICU/CCU*** is to provide monitoring and care of critically ill patients. ICU patients may be housed in other locations during an emergency situation.

B. ***1 Main Telemetry*** provides monitoring and care of patients with moderate or potentially severe physiologic instability, requiring technical support including but not necessarily artificial life support. The Unit is reserved for those patients requiring less care than standard Intensive Care, but more than that which is available from a general care unit.

C. ***Heart Center*** provides continuous cardiac monitoring and care of acute inpatients that do not require intensive care, but more than what is available from the general care unit. Up to four beds are designated intensive care bed to accommodate ICU overflow.

D. ***4 Tower Telemetry*** provides care for and continuous cardiac monitoring of patients in a stable

condition, having or suspected of having a cardiac condition or a disease requiring the electronic monitoring, recording, retrieval and display of cardiac electrical signals.

E. ***5 Tower Telemetry*** provides care for and continuous cardiac monitoring of patients in a stable condition, having or suspected of having a cardiac condition or a disease requiring the electronic monitoring, recording, retrieval and display of cardiac electrical signals.

F. ***5 Main/Observation Care Unit (OCU)*** provides care to patients who may require clinical services while a decision is made regarding whether patients will require further treatment as hospital inpatients or if they are able to be discharged from the hospital. OCU is also capable of providing continuous cardiac monitoring as well as short term care for patients requiring pre and post procedural care in the Diagnostic Imaging and interventional Cardiology procedures. Additionally, the unit provides short term care for patient requiring injections, infusions or treatments that do not meet criteria for inpatient status and will be discharged post procedure.

III. DEPARTMENT OBJECTIVES

A. To support the SVHMC and Department of Nursing objectives.

B. To support the delivery of safe, effective, and appropriate care/service in a cost effective manner.

C. To plan for the allocation of human/material resources.

D. To provide high level medical and nursing management with a focus on a collaborative, multi-disciplinary approach to minimize the negative physical and psychological effects of disease processes and surgical interventions through patient/significant other education and to restore the patient to as high a level of wellness as possible.

E. To collect data about the Unit function, staff performance, and patient care for quality management purposes and continuous quality improvement.

F. To provide a therapeutic environment appropriate for the patient population in order to promote healing of the whole person.

G. To provide necessary expertise, technology, instrumentation and equipment for the management of patients.

H. To provide nursing care based on the nursing process.

I. If not covered by SVHMC's policies, nursing follows guidelines as outlined in Lippincott Manual of Nursing Practice.

J. To evaluate staff performance on an ongoing basis.

K. To provide appropriate staff orientation and development.

L. To monitor the Critical Care Units functions, staff performance and care/service for quality management and continuous quality improvement.

IV. POPULATION SERVED

Clinical:

A. The ICU/CCU provides care for infant, pediatric, adolescent patients, 16 years and older, along

with adult and geriatric populations.

B. The 1 Main Telemetry Unit provides care for adolescent patients, 16 years and older, along with adult and geriatric populations.

C. The Heart Center provides care for patients 16 years and older, along with adult and geriatric populations.

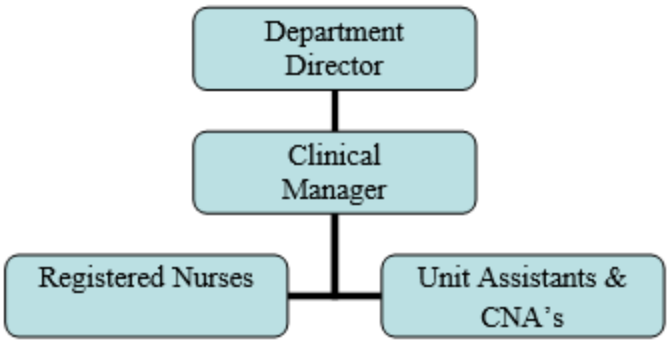
D. The 4 Tower Telemetry Unit provides care for adolescent patients 16 years and older, along with adult and geriatric populations.

E. The 5 Tower Telemetry Unit provides care for adolescent patients 16 years and older, along with adult and geriatric populations.

F. The 5 Main/Observation Care Unit (OCU) provides care for patients 16 years and older, along with adult and geriatric populations.

V. ORGANIZATION OF THE DEPARTMENT (include organizational chart)

A. Hours of Operation:
The ICU/CCU, 1 Main Telemetry Unit, Heart Center, 4 Tower Telemetry Unit, 5 Tower Telemetry Unit ICU/CCU, and 5 Main/ Observation Care Telemetry Unit provide services seven days a week, twenty-four hours a day.



B. Location of departments:

1. The ICU/CCU Unit is located on the 1 floor of the main hospital.
2. 1 Main Telemetry Unit is located on the 1 floor of the main hospital between the Heart Center and the Intensive Care Unit. Rooms 107-116 have been designated as Outpatient Surgical Services.
3. The Heart Center is located on the first floor of the hospital. Up to four beds are designated intensive care bed to accommodate ICU overflow.
4. The 4 Tower Telemetry Unit is located in the 4 Floor Tower of the main hospital.
5. The 5 Tower Telemetry Unit is located in the 5 Floor Tower of the main hospital.
6. The 5 Main/Observation Care Unit is located on the fifth floor of the main hospital.

C. Major Services/Modalities of care may include:

ICU/CCU provides care / services to patients with primary diagnoses, including but not limited to: Acute Myocardial Infarction, Pre-Post Open Heart Surgery, Congestive Heart Failure, Acute/ Chronic Renal Failure, Acute Respiratory Failure, Anoxic Brain Injury, Cerebral Vascular Accident, Intracerebral Hemorrhage, Subdural Hemorrhage, Septicemia, Pre-Post Abdominal Surgery, Pre-Post Thoracic Surgery and Multiple Trauma. Modalities may include: Invasive Hemodynamic Monitoring/PA and Arterial Catheterization, Cardiac Monitoring, Intra-aortic Balloon Pump Monitoring and Management, Continuous Renal Replacement Therapy. The unit consists of thirteen (13) single occupancy rooms.

1. The Critical Care Intensivist coordinates and leads multidisciplinary rounds on all patients, daily in ICU/CCU. They assist in the evaluation and management of the patients and may intervene in the care of the patients if necessary. The information from rounds is documented in the patient's electronic medical record and reported to the attending Physician if it is not them.
2. Physicians with admitting privileges admit to ICU/CCU, however, a Critical Care Intensivist consultation is available 24 hours per day, 7 days per week. If needed, they assist the attending physician with the coordination of patient admission, discharge and/or transfer from Critical Care.
3. Critical Care Intensivist have the authority to intervene and manage the care, including but not limited to ordering test, initiating treatment and performing medically indicated procedures, for any ICU/CCU patient even if they are not the attending of record.

D. ***Heart Center*** provides care / services to patients with primary diagnoses, including but not limited to: Acute Myocardial Infarction, Pre- Post PTCA, Ablation, Congestive Heart Failure, Angina, Pre-Post Pacemaker Placement, Pre-Post Automatic Implantable Cardioverter Defibrillator (AICD), COPD and Pre-Post Cardiac Surgery, Cerebral Vascular Accident (CVA). Care is also provided to hemodynamically stable patient's requiring vasopressor therapy and invasive pressure monitoring (arterial/CVP lines). Modalities may include: Invasive pressure monitoring (arterial/CVP lines) and Cardiac Monitoring. The unit consists of fifteen (15) single occupancy rooms.

E. ***1 Main Telemetry*** provides care / services to patients with primary diagnoses, including but not limited to: gastrointestinal bleed, pulmonary edema, respiratory failure, COPD, renal infection, and out-of-control diabetes mellitus. The Unit also provides care for hemodynamically stable patients requiring ventilator support, vasopressor therapy, and invasive pressure monitoring (arterial/CVP lines). Modalities may include Invasive pressure monitoring- Arterial/ CVP lines and Cardiac Monitoring Therapy. The unit consists of thirteen (13) single occupancy rooms with cardiac monitoring/ telemetry capacity. Seven (7) rooms are equipped to provide renal dialysis.

F. 4 ***Tower Telemetry*** provides care / services to patients with primary diagnoses, including but not limited to: Stroke, COPD, heart failure, pneumonia, chest pain, GI Bleeds and renal failure. Care is also provided to hemodynamically stable patient's requiring vasopressor therapy and invasive pressure monitoring (arterial/CVP lines). Modalities may include Invasive pressure monitoring- Arterial/ CVP lines and Cardiac Monitoring Therapy. All rooms provide renal dialysis. The unit consists of eleven (11) single occupancy rooms and two (2) double

occupancy. One (1) of the rooms have negative pressure isolation capabilities with an anteroom adjacent to the patient's room

G. ***5 Tower Telemetry*** provides care / services to patients with primary diagnoses, including but not limited to: Stroke, COPD, heart failure, pneumonia, chest pain, GI Bleeds and renal failure. Care is also provided to hemodynamically stable patient's requiring vasopressor therapy and invasive pressure monitoring (arterial/CVP lines). Modalities may include Invasive pressure monitoring- Arterial/ CVP lines and Cardiac Monitoring Therapy. All rooms provide renal dialysis. The unit consists of twelve (12) single occupancy rooms and two (2) double occupancy.Two (2) of the rooms have negative pressure isolation capabilities with an anteroom adjacent to the patient's room.

H. ***5 Main/Observation Care Unit*** provides care / services to patients requiring observation, treatments and pre and post procedure preparation within the scope of services at SVHMC. Patients may be admitted with primary diagnoses, including but not limited to: Chest pain or similar symptoms suggestive but not diagnostic of an acute MI, Acute asthma attack, Acute exacerbation of chronic lung disease, uncontrolled hypertension not requiring titrating drips, drug reactions, allergic reactions, dehydration requiring intravenous repletion (e.g. secondary to vomiting, diarrhea, anorexia, etc.), short term therapy such as seizure disorder requiring anticonvulsant loading, sickle cell pain crisis, transfusion of blood, abdominal pain suggesting an acute abdominal process, but not readily defined, gastrointestinal bleeding of uncertain nature of significance, infections requiring short-term parenteral antibiotic therapy (e.g., pneumonia, cellulitis, urinary tract infection). Assessments will be completed by registered nurses and reassessment will be completed for those patients monitored by telemetry every four hours or as needed and non-monitored patients will be assessed once a shift or as needed to support or facilitate the decision for admission or discharge.

VI. DEFINITION OF PRACTICE AND ROLE IN MULTIDISCIPLINARY CARE /SERVICE

The inpatient care is delivered by a multidisciplinary team comprised of medical staff, registered nurses and ancillary support according to the needs of the patients. A registered nurse (RN) performs an admission assessment on patients optimally within two (2) hours of admission to the unit. The RN selects and initiates the nursing care plans within the shift of admission and updates as indicated. Services are provided based upon patient assessments, patient and/or family preferences, plans of care and medical staff orders.

The Director and Clinical Manager(s) assume twenty-four (24) hour responsibility for nursing care provided on the Unit.

The Director of the Unit is directly responsible to the Chief Nursing Officer. It is the Director's duty to attend all administrative and technical functions within the department. All personnel within the department are under the guidance and direction of the Director. In the Director's absence, the position is filled by the Manager or Nursing Leader on call, or their designee. It is his/her responsibility to carry out the duties of the Director in his/her absence.

VII. EVALUATION OF CARE

Systems, services and patient care are evaluated to determine their timeliness, appropriateness, clinical necessity and the extent to which the level of care or services provided meets the patient's needs through any one or all of the following quality improvement practices:

A. Multidisciplinary Performance Improvement Teams
B. Patient/ Family satisfaction surveys
C. Focused studies
D. Patient relation services
E. Employee forums
F. Staff meetings and staff input
G. Nursing Leadership

VIII. REQUIREMENTS FOR STAFF (applicable to department)

All individuals who provide patient care services are licensed or registered (according to applicable state law and regulation) and have the appropriate training and competence.

A. Licensed, Registered or Certified:

The basic requirements for ***Registered Nurses*** include:

1. Current state licensure
2. Current BLS
3. Current ACLS
4. PALS preferred *(ICU/CCU Unit)*
5. PCCN or CCRN Certification preferred
6. Basic Arrhythmia competency.
7. Completion of competency-based orientation
8. Completion of annual competency

The basic requirements for *Certified Nursing Assistants and Clinical Assistants* include:

1. Current state licensure
2. Current BLS
3. Completion of competency-based orientation
4. Completion of annual competency

The basic requirements for *Monitor Tech (UA II)* include:

1. High school diploma or equivalent
2. Current BLS
3. Basic Arrhythmia competency
4. Completion of competency-based orientation
5. Completion of annual competency

B. Competency

Staff are required to have routine competence assessments in concert with the unit's ages of the population and annual performance appraisals. The assessment could be in a written, demonstrated, observed or verbal form. The required competency for staff depends primarily on their work areas and duties. Once a year staff are required to complete the online education modules that have been defined by the organization.

During the year in-services are conducted routinely. The in-services are part of the department's on-going efforts to educate staff and further enhance performance and improve staff competencies. These in-services are in addition to the annual competency assessments. Department personnel who attend educational conferences are strongly encouraged to share pertinent information from the conferences with other staff members at in-services. Additional teleconferences, video conferences, and speakers are scheduled for staff on occasion. Other internal and external continuing education opportunities are communicated to staff members.

C. Identification of Educational Needs

1. Staff educational needs are identified utilizing a variety of input:
    a. Employee educational needs assessment at the time of hire and annually as part of developmental planning
    b. Performance improvement planning, data collections and activities
    c. Staff input
    d. Evaluation of patient population needs
    e. New services/programs/technology implemented
    f. Change in the standard of practice/care
    g. Change in regulations and licensing requirements
    h. Needs assessment completed by Nursing Education
2. The educational needs of the department are assessed through a variety of means, including:
    a. STAR Values
    b. Quality Assessment and Improvement Initiatives
    c. Strategic Planning (Goals & Objectives)

d. New / emerging products and/or technologies

e. Changes in Practice

f. Regulatory Compliance

g. Feedback and requests for future topics are regularly solicited from staff via UPC referrals, email, surveys, in-service evaluation forms, and in person.

D. Continuing Education

Continuing education is required to maintain licensure / certifications. Additional in-services and continuing education programs are provided to staff in cooperation with the Department of Education.

IX. STAFFING PLAN

Staffing is adequate to service the customer population. The unit is staffed with a sufficient number of professional, technical and clerical personnel to permit coverage of established hours of care / service, to provide a safe standard of practice and meet regulatory requirements. Patient acuity level is determined each shift to plan for staffing needs for the following shift. Patient assignments are made based upon staff skill level and total patient acuity.

General Staffing Plan:

Staffing is based on patient volume and acuity. In the telemetry departments, the RN to patient ratio is one RN to no greater than four (4) patients. In ICU/CCU the RN to patient ratio is one RN to no greater than two (2) patients. Assignments are made by the charge nurse based on acuity and needs of the patients, technology involved, competencies of the staff, the degree of supervision required, and the level of supervision available. Staff provides either total patient care or "partners" care depending on the patient needs, acuity, and the licensed staff scheduled.

In the event staffing requirements cannot be met, the unit will meet staffing requirements by utilizing per diem, traveler, or registry RNs

X. EVIDENCE BASED STANDARDS

The SVHMC staff will correctly and competently provide the right service, do the right procedures, treatments, interventions, and care by following evidenced based policies and practice standards that have been established to ensure patient safety. Efficacy and appropriateness of procedures, treatments, interventions, and care provided will be demonstrated based on patient assessments/reassessments, state of the art practice, desired outcomes and with respect to patient rights and confidentiality.

The SVHMC staff will design, implement and evaluate systems and services for care / service delivery which are consistent with a "Patient First" philosophy and which will be delivered:

A. With compassion, respect and dignity for each individual without bias.

B. In a manner that best meets the individualized needs of the patient.

C. In a timely manner.

D. Coordinated through multidisciplinary team collaboration.

E. In a manner that maximizes the efficient use of financial and human resources.

SVHMC has developed administrative and clinical standards for staff practice and these are available on the internal intranet site.

XI. CONTRACTED SERVICES

Contracted services under this Scope of Service are maintained in the electronic contract management system.

XII. PERFORMANCE IMPROVEMENT AND PATIENT SAFETY

The Critical Care Units support SVHMC's commitment to continuously improving the quality of patient care to the patients we serve and to an environment which encourages performance improvement within all levels of the organization. Performance improvement activities are planned in a collaborative and interdisciplinary manner, involving teams/committees that include representatives from other hospital departments as necessary. Participation in activities that support ongoing improvement and quality care is the responsibility of all staff members. Improvement activities involve department specific quality improvement activities, interdisciplinary performance improvement activities and quality control activities.

Systems and services are evaluated to determine their timeliness, appropriateness, necessity and the extent to which the care / service(s) provided meet the customers' needs through any one or all of the quality improvement practices / processes determined by this organizational unit.

In addition to the overall SVHMC Strategic initiatives and in concert with the Quality Improvement Plan and the Quality Oversight Structure, the Critical Care Units will develop measures to direct short-term projects and deal with problem issues evolving out of quality management activities.

Unit based measurement indicators are found within the Quality dashboard folder.

Attachments

Organization of the Department

Approval Signatures

Step Description	Approver	Date

Board Approval	Rebecca Alaga: Regulatory/ Accreditation Coordinator	Pending
CNO	Carla Spencer: Chief Nursing Officer	3/9/2026
Policy Committee	Rebecca Alaga: Regulatory/ Accreditation Coordinator	3/9/2026
Policy Owner	Frank Mensah: Director Critical Care Services	2/24/2026

Standards

No standards are associated with this document

Status **Pending** PolicyStat ID **19750641**

Origination	6/26/2020
Approved	N/A
Expires	1 year after approval
Owner	Agnes Lalata: Director Medical/ Surgical Services
Area	Scopes Of Service

Scope of Service: Medical Surgical Nursing Services

I. SCOPE OF SERVICE

Medical Surgical Services supports the Mission, Vision, Values and Strategic Plan of Salinas Valley Health Medical Center (SVHMC) and has designed services to meet the needs and expectations of patients, families and the community.

The purpose of the Medical Surgical Services Unit is to enhance patient services and health programs that help SVHMC remain a leading provider of medical care. The goal of the Medical Surgical Services Units are to ensure that all customers will receive high quality care / service in the most expedient and professional manner possible.

II. GOALS

In addition to the overall SVHMC goals and objectives, the Medical Surgical Services Unit develops goals to direct short-term projects and address opportunities evolving out of quality management activities. These goals will have input from other staff and leaders as appropriate and reflect commitment to annual hospital goals.

A. The goal of the *Medical/Surgical Units are* to provide monitoring and care of a variety of acutely ill medical/surgical patients, including oncology specialties and comprehensive service to post op patients with an emphasis on orthopedic and spinal surgery patients

III. DEPARTMENT OBJECTIVES

1. To support SVHMC objectives.
2. To support the delivery of safe, effective, and appropriate care / service in a cost effective manner.
3. To plan for the allocation of human/material resources.
4. To support the provision of high quality service with a focus on a collaborative, multi-

disciplinary approach to minimize the negative physical and psychological effects of disease processes and surgical interventions though patient/significant other education and to restore the patient to the highest level of wellness as possible.

5. To support the provision of a therapeutic environment appropriate for the population in order to promote healing of the whole person.
6. To evaluate staff performance on an ongoing basis.
7. To provide appropriate staff orientation and development.
8. To monitor the Medical Surgical Unit function, staff performance, and care / service for quality management and continuous quality improvement.

IV. POPULATION SERVED

Medical Surgical Services provides care for adult and geriatric patients.

V. ORGANIZATION OF THE DEPARTMENT

(Nursing Organizational Chart for Nursing)

1. Hours of Operation:

   Medical Surgical Services division provides care seven days a week, twenty-four hours a day.

2. Location of departments:

   Medical Surgical type patients are primary cared on the 3rd and fourth floors of the hospital with a primary focus of Oncology patients cared on 3Tower and Surgical post op. patients on the 4th floor main. General Acute Medical Surgical patients are primarily on the 3rd floor.

3. Major Services / Modalities of care may include:

   The Med Surg Unit provides care to patients with medical primary diagnoses including, but not limited to: Acute/Chronic Renal Failure, Diabetic, CVA and post-surgical patients.

   Modalities may include:

   a. Wound care
   b. Peripheral and central line management
   c. Management of patients w/ CVA.

4.

   The Ortho Neuro Spine Center specializes in care of patients with primary diagnoses including, but not limited to: Orthopedic surgery including total joint replacements of hip and knee, Neuro/Spinal surgery including laminectomies, fusions of the spine, craniotomies and fractures.

   Modalities may include:

   a. Continuous oxygen monitoring

b. Traction
c. Cooling therapy
d. Specialized pain management

5. The Comprehensive Cancer Center provides care to patients with cancer related diagnoses including, but not limited to: leukemia, lymphoma, tumors, aplastic anemia, medical disease, surgical management, palliative and terminal care measures for patients transitioning into a Hospice setting.

   Modalities may include:

   a. Chemotherapy
   b. Transfusions
   c. Pain management
   d. Palliative and end-of-life care
   e. Medical/Surgical Oncology Interventions
   f. Bone Marrow Aspirations
   g. Transfusions
   h. Management Of Neutropenic Patients

VI. DEFINITION OF PRACTICE AND ROLE IN MULTIDISCIPLINARY CARE /SERVICE

1. The inpatient care is delivered by a multidisciplinary team comprised of medical staff, registered nurses and ancillary support according to the needs of the patients. A registered nurse (RN) performs an admission assessment on patients within two (2) hour of admission. The RN selects and initiates the nursing care plans within the shift of admission and updates as indicated. Services are provided based upon patient assessments, patient and/or family preferences, plans of care and medical staff orders. Other services are provided through appropriate.
2. The Director and Clinical Manager(s) assume twenty-four (24) hour responsibility for nursing care provided on the Unit.
3. The Director of the Unit is directly responsible to the Chief Nursing Officer. It is the Director's duty to attend all administrative and technical functions within the department. All personnel within the department are under the guidance and direction of the Director. In the Director's absence, the position is filled by the Manager or Nursing Leader on call or their designee. It is his/her responsibility to carry out the duties of the Director in his/her absence.

VII. REQUIREMENTS FOR STAFF (applicable to department)

All individuals who provide patient care services are licensed or registered (according to applicable state law and regulation) and have the appropriate training and competence. The Unit follows guidelines of

national, state and local regulatory bodies. Standards of practices are consistent with BLS and other nationally recognized standards of care.

1. Licensure / Certifications:

   The basic requirements for ***Registered Nurses*** include:
2. Current state licensure
3. Current BLS
4. Completion of competency-based orientation
5. Completion of annual competency
6. Medical Surgical Nursing Certification preferred
7. The basic requirements for ***Registered Nurses in the Ortho Neuro Spine Unit*** include:
    a. Current state licensure
    b. Current BLS
    c. Completion of competency-based orientation
    d. Completion of orthopedic patient care competency
    e. Completion of annual competency
    f. Orthopedic Nursing certification preferred.
8. The basic requirements for ***Registered Nurses in the Comprehensive Cancer Center*** include:
    a. Current state licensure
    b. Current BLS
    c. Chemotherapy/Biotherapy certification required
    d. Completion of competency-based orientation
    e. Completion of annual competencies
    f. Oncology certified nurse preferred
9. The basic requirements for ***Certified Nursing Assistants*** include:
    a. Current state licensure
    b. Current BLS
    c. Completion of competency-based orientation
    d. Completion of annual competency
10. The basic requirements for ***Unit Assistants*** include:
    a. Completion of competency-based orientation
    b. Completion of annual competencies
    c. Completion of computer desk training
11. Competency

Staff are required to have routine competence assessments in concert with the unit's ages of the population and annual performance appraisals. The assessment could be in a written, demonstrated, observed or verbal form. The required competency for staff depends primarily on their work areas and duties. Once a year staff are required to complete the online education modules that have been defined by the organization.

During the year in-services are conducted routinely. The in-services are part of the department's on-going efforts to educate staff and further enhance performance and improve staff competencies. These in-services are in addition to the annual competency assessments. Department personnel who attend educational conferences are strongly encouraged to share pertinent information from the conferences with other staff members at in-services. Additional teleconferences, video conferences, and speakers are scheduled for staff on occasion. Other internal and external continuing education opportunities are communicated to staff members.

12. Identification of Educational Needs

    Staff educational needs are identified utilizing a variety of input:

    1. Employee educational needs assessment at the time of hire and annually as part of developmental planning
    2. Performance improvement planning, data collections and activities
    3. Staff input
    4. Evaluation of patient population needs
    5. New services/programs/technology implemented
    6. Change in the standard of practice/care
    7. Change in regulations and licensing requirements
    8. Needs assessment completed by Nursing Education

13. The educational needs of the department are assessed through a variety of means, including:
    1. STAR Values
    2. Quality Assessment and Improvement Initiatives
    3. Strategic Planning (Goals & Objectives)
    4. New / emerging products and/or technologies
    5. Changes in Practice
    6. Regulatory Compliance

14. Feedback and requests for future topics are regularly solicited from staff via e-mail, surveys, in-service evaluation forms, and in person.
15. Continuing Education - Continuing education is required to maintain licensure / certifications. Additional in-services and continuing education programs are provided to staff in cooperation with the Department of Education.

VIII. STAFFING PLAN

Staffing is adequate to service the customer population. The unit is staffed with a sufficient number of professional, technical and clerical personnel to permit coverage of established hours of care / service, to provide a safe standard of practice and meet regulatory requirements. Patient acuity level is determined each shift to plan for staffing needs for the following shift. Patient assignments are made based upon staff skill level and total patient acuity.

General Staffing Plan: Assignments are made by the lead nurse based on acuity and needs of the patients, technology involved, competencies of the staff, the degree of supervision required, and the level of supervision available. The RN to patient ratio is one RN to no greater than five (5) patients. The RN to patient ratio receiving Chemotherapy Infusion is one RN to four patients.

Staffing is established based on Average Daily Census and Units of Service is Patient Days with adjustments made for changing acuity or census as well as Nurse Staffing Ratios. See the Master Staffing Plan. In the event staffing requirements cannot be met, this department will meet staffing requirements by utilizing the on-call system, registry, Travelers and per diem RN's. Authorization of overtime will also be considered.

In the event of a severe emergency, the unit follows surge-plan guidelines to adequately meet the needs of the patients on the unit. The department maintains compliance with California staff regulations and federal regulations for Emergency Events.

IX. EVIDENCED BASED STANDARDS

The SVHMC staff will correctly and competently provide the right service, do the right procedures, treatments, interventions, and care by following evidenced based policies and practice standards that have been established to ensure patient safety. Efficacy and appropriateness of procedures, treatments, interventions, and care provided will be demonstrated based on patient assessments/reassessments, state of the art practice, desired outcomes and with respect to patient rights and confidentiality.

The SVHMC staff will design, implement and evaluate systems and services for care / service delivery which are consistent with a "Patient First" philosophy and which will be delivered:

- With compassion, respect and dignity for each individual without bias.
- In a manner that best meets the individualized needs of the patient.
- In a timely manner.
- Coordinated through multidisciplinary team collaboration.
- In a manner that maximizes the efficient use of financial and human resources.

SVHMC has developed administrative and clinical standards for staff practice and these are available on the internal intranet site.

X. CONTRACTED SERVICES

Contracted services under this Scope of Service are maintained in the electronic contract management

system.

Dialysis services are managed through the Electronic Tracking system.

XI. PERFORMANCE IMPROVEMENT AND PATIENT SAFETY

Medical Surgical Services supports the SVHMC's commitment to continuously improving the quality of patient care to the patients we serve and to an environment which encourages performance improvement within all levels of the organization. Performance improvement activities are planned in a collaborative and interdisciplinary manner, involving teams/committees that include representatives from other hospital departments as necessary. Participation in activities that support ongoing improvement and quality care is the responsibility of all staff members. Improvement activities involve department specific quality improvement activities, interdisciplinary performance improvement activities and quality control activities.

Systems and services are evaluated to determine their timeliness, appropriateness, necessity and the extent to which the care / service(s) provided meet the customers' needs through any one or all of the quality improvement practices / processes determined by this organizational unit.

In addition to the overall SVHMC Strategic initiatives and in concert with the Quality Improvement Plan and the Quality Oversight Structure, Medical Surgical Services Unit will develop measures to direct short-term projects and deal with problem issues evolving out of quality management activities.

Unit based measurement indicators are found within the Quality dashboard folder.

Approval Signatures

Step Description	Approver	Date
Board Approval	Rebecca Alaga: Regulatory/ Accreditation Coordinator	Pending
CNO	Carla Spencer: Chief Nursing Officer	3/3/2026
Policy Committee	Rebecca Alaga: Regulatory/ Accreditation Coordinator	2/27/2026
Policy Owner	Agnes Lalata: Director Medical/Surgical Services	1/23/2026

Standards

No standards are associated with this document

Status **Pending** PolicyStat ID **19612006**

Origination	4/30/2021
Approved	N/A
Expires	1 year after approval
Owner	Megan Giovanetti: Director Cardiovascular Services and Sleep
Area	Scopes Of Service

Scope of Service: Respiratory, Neurodiagnostics and Sleep Center

I. SCOPE OF SERVICE

The Respiratory Care, Neurodiagnostics and Sleep Center support the Mission, Vision, Values and Strategic Plan of Salinas Valley Health Medical Center (SVHMC) and have designed services to meet the needs and expectations of patients, families and the community.

The purpose of the Respiratory Care, Neurodiagnostics and Sleep Center is to enhance patient services and health programs that help SVHMC remain a leading provider of medical care. The goal of the Respiratory Care, Neurodiagnostics and Sleep Medicine Departments is to ensure that all customers will receive high quality care / service in the most expedient and professional manner possible.

II. GOALS

In addition to the overall SVHMC goals and objectives, the Respiratory Care, Neurodiagnostics and Sleep Center develop goals to direct short term projects and address opportunities evolving out of quality management activities. These goals will have input from other staff and leaders as appropriate and reflect commitment to annual hospital goals.

The goals of Respiratory Care, Neurodiagnostics and Sleep Center are:

1. To provide therapeutic, diagnostic and educational modalities to inpatients and outpatients of all acuity levels and all age groups.
2. To provide comprehensive diagnostic testing for Neurodiagnostic and Sleep Center inpatients and outpatients, in a manner that is both cost effective and patient care oriented.
3. To provide comprehensive diagnostic testing for Neurology, sleep disorder patients and newborn hearing screening, for inpatients and outpatients of all ages, in a manner that is both cost effective and patient care oriented.

III. DEPARTMENT OBJECTIVES

A. To support SVHMC objectives.

B. To support the delivery of safe, effective, and appropriate care / service in a cost effective manner.

C. To plan for the allocation of human/material resources.

D. To support the provision of high quality service with a focus on a collaborative, multi-disciplinary approach to minimize the negative physical and psychological effects of disease processes and surgical interventions though patient/significant other education and to restore the patient to the highest level of wellness as possible.

E. To support the provision of a therapeutic environment appropriate for the population in order to promote healing of the whole person.

F. To evaluate staff performance on an ongoing basis.

G. To provide appropriate staff orientation and development.

H. To monitor Respiratory, Neurodiagnostics and Sleep Center function, staff performance, and care / service for quality management and continuous quality improvement.

IV. POPULATION SERVED

Respiratory Care provides services for the following departments:

1. All Acute Inpatient Services –including Emergency Department, Pulmonary Function Testing
2. All Outpatient Services provided under SVHMC
3. Community Education
4. Pulmonary Rehabilitation

Neurodiagnostics and Sleep Center provide care for the following patient population in the inpatient and outpatient setting.

1. Sleep Center- patients 6-106 years of age.
2. Neurodiagnostics (AABR) newborns
3. Neurodiagnostics (EEG) patients of all ages.

Respiratory Care provides care for infant, pediatric, adolescent, adult and geriatric patients (edit as necessary).

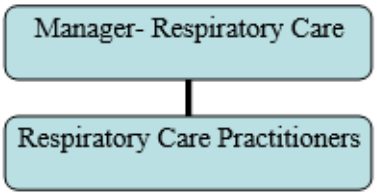
Sleep Center patient population consists of patients of all age groups (neonates through geriatrics). Services are provided to outpatients of all acuity levels.

ORGANIZATION OF THE DEPARTMENT

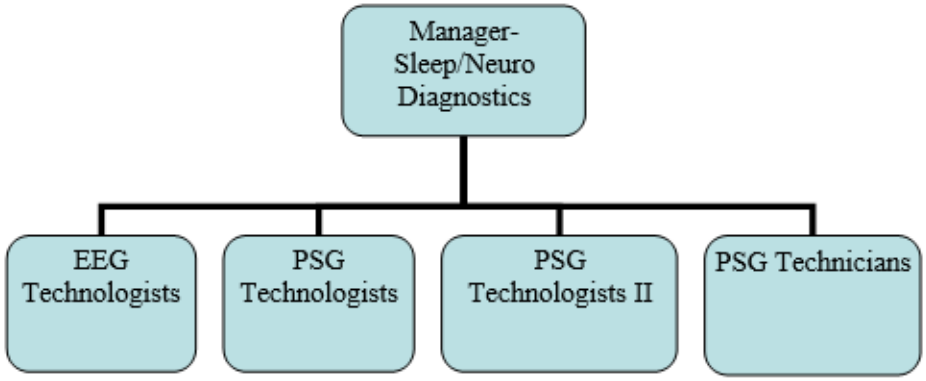
A. Hours of Operation

1. The Respiratory Care Neurodiagnostics and Sleep Center provides services Twenty-four (24) hours/day; 365 days/year. The unit consists of one (1) pulmonary function lab and (2) offices and storage rooms. Community educational services provided include COPD (Chronic Obstructive Pulmonary Disease) and Asthma Programs. Most services are

provided for inpatients at the bedside.



2. Neurodiagnostics-EEG operates nine (9) hours, five (5) days per week for both inpatients and outpatients.
3. EEG operates nine (9) hours, five (5) days per week for both inpatients and outpatients.
4. Sleep Disorder Dept. operates twelve (12) hours, seven (6) nights per week for testing and eight (8) hours, M-F for daily operations. Sleep Disorder Lab operate twelve (12) hours, seven (6) days per week for scheduled outpatient.
5. Newborn hearing screening operates 8 hours, seven (7) days per week as needed for both inpatients and outpatients
6. Neurodiagnostics- AABR (newborn hearing) operates eight (8) hours, seven (7) days per week as needed for inpatients and outpatients.



B. Location of departments:
Inpatient EEG and newborn hearing testing is performed at patient bedside.
Outpatient EEG testing is performed at offsite sleep center
At 120 Wilgart Way Salinas, CA 93901

The off-site Sleep Center is a (10) bed center located at 120 Wilgart Way.

C. Admission Discharge, Transfer Criteria (if applicable)
This is an Outpatient/Ambulatory department where patients have lifetime outpatient accounts. Patients receive treatment and are "arrived" for their appointment and "departed" after treatment. If the patient requires a higher level of care 911 is called and patient is transferred to the Emergency Department.

D. Major Services / Modalities of care include:
Respiratory Care Services are provided based upon patient assessments, plans of care and medical staff orders. Therapeutic, diagnostic, educational, palliative and lifesaving modalities provided include:

1. Medication Nebulizer Treatments
2. Medication Nebulizer/Heated Aerosol Treatments
3. Metered Dose Inhaler Administration
4. Metaneb Treatments
5. Oxygen Therapy
6. Humidity Therapy
7. Postural Drainage/Chest Percussion/IPV
8. Nasotracheal/Endotracheal Suctioning
9. Code Blue/CPR Services/ RRT (Rapid Response Team)
10. BiPAP
11. CPAP
12. Pulmonary Function Studies (PFT Lab)
13. Pulmonary Function Screens (Bedside)
14. Stat ECG (after hours when ECG tech not in house)
15. Mechanical Ventilator Support / Management
16. Bedside Bronchscopy (Assist in ICU / CCU)
17. Transport Ventilator (Adults) Internal / External
18. Bronchial Hygiene
19. Patient and Community Education
20. COPD (Chronic Obstructive Pulmonary Disease) Education Program
21. Asthma Education Programs
22. Point-of-Care Testing/Arterial Blood Gas Collection and Analysis
23. Arterial catheterization
24. Intubation
25. Metabolic studies

Patient Education (In-House)

1. Asthma
2. Acute Bronchitis
3. COPD (Chronic Obstructive Pulmonary Disease)
4. Continuous Positive Airway Pressure (CPAP)
5. Metered Dose Inhaler
6. Peak Flow Meter
7. Smoking Cessation
8. Pulmonary Rehabilitation
9. Other Respiratory education as needed by patient

Level III NICU

1. Medication Nebulizer Treatments
2. Ventilatory Support / Management
3. Surfactant Therapy
4. Intubation
5. High Risk C-Sections
6. Oxygen Therapy
7. Chest Percussion
8. NICU Transport
9. Systems, services and patient care are evaluated to determine their timeliness, appropriateness, clinical necessity, and the extent to which the level of care or services provided meets the patients' needs through any one or all of the following quality improvement practices:
10. Multidisciplinary Performance Improvement Teams

Evaluation of Services:

1. EEG/Awake
2. EEG/Asleep
3. Evoked Potentials:, VEP
4. AABR, newborn hearing screening is performed to detect hearing losses in newborns so that follow-up hearing intervention can be performed
5. Attended PSG
6. Positive Airway Pressure Titration
7. Supplemental O2

V. DEFINITION OF PRACTICE AND ROLE IN MULTIDISCIPLINARY CARE /SERVICE

A. The Respiratory Care unit consists of one (1) pulmonary function lab and (2) offices and storage rooms. The client population consists of male/female patients of all age groups (neonates through geriatric). Most services are provided to the patient at bedside. Services are provided to outpatients and inpatients. Community educational services provided include COPD (Chronic Obstructive Pulmonary Disease) and Asthma Programs.

B. The Respiratory Care treatment team is comprised of either registered or certified respiratory care practitioners licensed by the State of California, nursing staff, medical staff and support services according to the needs of the patient.

C. The Senior Administrative Director and Manager assume twenty-four (24) hour responsibility for respiratory care provided at SVHMC. The leaders of this area are directly responsible to the Chief Operating Officer with oversight also provided by the Medical Director and Laboratory Director. It is the Senior Administrative Director's or their designee duty to attend all administrative and technical

functions within the department. All personnel within the department are under the guidance and direction of the Manager. In the Manager's absence, the position is filled by the Senior Administrative Director or their designee. It is his/her responsibility to carry out the duties of the Manager in his/her absence.

D. The Neurodiagnostic Department provides diagnostic testing for epilepsy, head injuries, mental and maturation delay, spinal cord injuries, and neurology disorders/diseases. Portable EEG testing is performed at the bedside for suspected electrical cerebral silence diagnosis. Evoked potential studies test peripheral nerve conductivity, spinal nerve conductivity and cerebral cortex diseases and injuries.

E. The Sleep Disorders Center performs diagnostic testing for a variety of sleep disorders (obstructive sleep apnea, central sleep apnea, restless leg syndrome, hypersomnias, narcolepsy, and other diagnoses). The center also performs therapeutic studies to treat obstructive sleep apnea, central apnea, and obesity-hypoventilation syndrome with positive pressure ventilation.

F. Sleep Center Outpatient Care is delivered by a multidisciplinary team comprised of medical staff and ancillary support according to the needs of the patients. The Sleep Medicine Center Manager and Supervisor assumes twenty-four hour responsibility for all personnel and care within the department. The Manager is directly responsible to the Senior Administrative Director of Cardiopulmonary services. It is the Manager's duty to attend all administrative and technical functions within the department. In the Manager's absence, the position is filled by the Senior Administrative Director of Cardiopulmonary services or designee. It is his/her responsibility to carry out the duties of the Manager in his/her absence.

G. AABR/EEG: A multidisciplinary team consisting of one (1) Neurodiagnostics Manager, two (2) EEG techs, and two (2) Neurodiagnostic Assistants.

H. POLYSOMNOGRAPHY: A multidisciplinary team consisting of one (1) Sleep Center Supervisor who is a Registered Sleep Tech, and/or Respiratory Care Practitioner, ten (10) Registered Polysomnography Techs or Certified Polysomnography Techs.1:1 patients: Certain patients will be flagged by management as 1:1 patients. This means that under normal circumstances, the tech assigned to this patient will only have this one patient. The patient populations most likely to be flagged in this manner are: Patients with severe developmental delay, patients under eight years old, patients with tracheotomies, patients with neuromuscular disorders, and certain types of non-ambulatory patients.

    - NOTE: This policy is to be used as a guide in staffing. There may be instances when a patient will be flagged 1:1 that does not have any of the above listed conditions, and there may also be instances where a patient will not be flagged that have any or all of the above listed conditions. Please consult with the manager should you have any questions

I. High Acuity Patients: Certain patients will be flagged by management as high acuity patients. This means that under normal circumstances, it is preferable to not have the tech working alone on this particular shift. The types of patients most likely to be flagged as high acuity are from the patient populations listed above in the 1:1 section, as well as patients with severe mood disorders, patients with severe anxiety, and patients at high risk for coronary events. High acuity flagging differs from 1:1 flagging in that a tech assigned a high acuity patient will not necessarily have just one patient.

    - NOTE: This policy is to be used as a guide in staffing. There may be instances when a patient will be flagged high acuity that does not have any of the above listed conditions, and there may also be instances where a patient will not be flagged that have any or all of the above listed conditions. Please consult with the supervisor should you have any

questions.

VI. REQUIREMENTS FOR STAFF

All individuals who provide patient care services are licensed AND registered (according to applicable state law and regulation) and have the appropriate/adequate training and competence including how to maintain a safe work environment.

A. Licensure / Certifications:

The basic requirements for ***Respiratory Care Practitioners*** include:

1. License by the State of California and
2. Certified or Registered through the NBRC (National Board of Respiratory Care)
3. Current BCLS
4. Current ACLS
5. Current NRP

The basic requirements for ***Supervisor*** include:

1. Current BLS
2. Registered Polysomnographic Technologist (RPSGT) and/or Registered Respiratory Therapist (RRT) Certification
3. Completion of competency based orientation
4. Completion of annual education

The basic requirements for ***Sleep Technologists*** include:

1. Current BLS
2. Completion of competency based orientation
3. Completion of annual education

The basic requirements for ***Electroencephalography (EEG) Techs and Automated Auditory Brain Stem Response (AABR) Techs*** include:

1. Current BLS
2. Completion of competency based orientation
3. Completion of annual education

Education and training of PSG technician , RPSG Technologist is provided through department orientation and/or annual competencies. All sleep technicians and technologists are required to have a minimum of 10 continuing education hours a year, or 50 per 5 years. Any new technicians/ technologists to the center are required to reach 30 CE units in their first 3 years. CE units can be obtained from conferences sponsored by AASM, AAST, BRPT, RCB, or some other approved legislative body.

B. Competency

Staff are required to have routine competence assessments in concert with the unit's ages of the population and annual performance appraisals. The assessment could be in a written, demonstrated, observed or verbal form. The required competency for staff depends primarily on their work areas and duties. Once a year staff are required to complete the online education modules that have been defined by the organization.

During the year in-services are conducted routinely. The in-services are part of the department's on-going efforts to educate staff and further enhance performance and improve staff competencies. These in-services are in addition to the annual competency assessments. Department personnel who attend educational conferences are strongly encouraged to share pertinent information from the conferences with other staff members at in-services. Additional teleconferences, video conferences, and speakers are scheduled for staff on occasion. Other internal and external continuing education opportunities are communicated to staff members.

C. Identification of Educational Needs

Staff educational needs are identified utilizing a variety of input:

- Employee educational needs assessment at the time of hire and annually as part of developmental planning
- Performance improvement planning, data collections and activities
- Staff input
- Evaluation of patient population needs
- New services/programs/technology implemented
- Change in the standard of practice/care
- Change in regulations and licensing requirements
- Needs assessment completed by Nursing Education

The educational needs of the department are assessed through a variety of means, including:

- STAR Values
- Quality Assessment and Improvement Initiatives
- Strategic Planning (Goals & Objectives)
- New / emerging products and/or technologies
- Changes in Practice
- Regulatory Compliance

Feedback and requests for future topics are regularly solicited from staff via e-mail, surveys, in-services evaluation forms, and in person.

D. Continuing Education

Continuing education is required to maintain licensure / certifications. Additional in-services and continuing education programs are provided to staff in cooperation with the Department of

Education.

VII. STAFFING PLAN

Staffing is adequate to service the customer population. The unit is staffed with a sufficient number of professional, technical and clerical personnel to permit coverage of established hours of care / service, to provide a safe standard of practice and meet regulatory requirements. Patient acuity level is determined each shift to plan for staffing needs for the following shift. Patient assignments are made based upon staff skill level and total patient acuity.

General Staffing Plan:

The Respiratory Care Department flexes the staffing to meet the patient acuity level based on the number of respiratory care procedures. When respiratory care procedures exceeds the available staff, attempts are made to secure additional staffing. When necessary, overtime is used. If the variance in staffing continues, the prioritization policy will be utilized.

General Staffing Plan for Sleep Center and Neurodiagnostics

- An onsite staffing ratio of 2:1 is maintained during patient care hours.
- Flex Staffing a) a sleep technologists to patient ratio of 1:2 is the minimum for all sleep studies.
- Explanations: When units of service decrease, staff is canceled. When units of service increase, hours are rotated to cover testing. Outpatients can be rescheduled. Overtime is used only when necessary.
- AABR/EEG: A multidisciplinary team consisting of one (1) Neurodiagnostics Manager, (1) Supervisor, two (2) EEG techs.
- POLYSOMNOGRAPHY: A multidisciplinary team consisting of one (1) Sleep Center Supervisor who is a Registered Sleep Tech, and/or Respiratory Care Practitioner, ten (10) Registered Polysomnography Techs or Certified Polysomnography Techs.1:1 patients: Certain patients will be flagged by management as 1:1 patients. This means that under normal circumstances, the tech assigned to this patient will only have this one patient. The patient populations most likely to be flagged in this manner are: Patients with severe developmental delay, patients under eight years old, patients with tracheotomies, patients with neuromuscular disorders, and certain types of non-ambulatory patients.
    - NOTE: This policy is to be used as a guide in staffing. There may be instances when a patient will be flagged 1:1 that does not have any of the above listed conditions, and there may also be instances where a patient will not be flagged that have any or all of the above listed conditions. Please consult with the manager should you have any questions
- High Acuity Patients: Certain patients will be flagged by management as high acuity patients. This means that under normal circumstances, it is preferable to not have the tech working alone on this particular shift. The types of patients most likely to be flagged as high acuity are from the patient populations listed above in the 1:1 section, as well as patients with severe mood disorders, patients with severe anxiety, and patients at high risk for coronary events. High acuity flagging differs from 1:1 flagging in that a tech assigned a high acuity patient will not necessarily have just one patient.
    - NOTE: This policy is to be used as a guide in staffing. There may be instances when a patient will be flagged high acuity that does not have any of the above listed conditions,

and there may also be instances where a patient will not be flagged that have any or all of the above listed conditions. Please consult with the manager should you have any questions

The Neurodiagnostics and Sleep Center staff consists of a Manager, Supervisor, EEG technicians, RPSG technologists, and PSG therapists.

- A sleep technologists to patient ratio can be 1:1, 1:2 or 1:3 depending on prescreened acuity/age of patient.
- An onsite staffing ratio of 2:1 is maintained during patient care hours.
- Flex Staffing Explanations: When units of service decrease, staff is canceled. When units of service increase, hours are rotated to cover testing. Outpatients can be rescheduled. Overtime is used only when necessary.

In the event of a severe emergency, the minimum amount of staff required to safely operate this unit is: two technologists.

VIII. EVIDENCED BASED STANDARDS

The SVHMC staff will correctly and competently provide the right service, do the right procedures, treatments, interventions, and care by following evidenced based policies and practice standards that have been established to ensure patient safety. Efficacy and appropriateness of procedures, treatments, interventions, and care provided will be demonstrated based on patient assessments/reassessments, state of the art practice, desired outcomes and with respect to patient rights and confidentiality.

The SVHMC staff will design, implement and evaluate systems and services for care / service delivery which are consistent with a "Patient First" philosophy and which will be delivered:

- With compassion, respect and dignity for each individual without bias.
- In a manner that best meets the individualized needs of the patient.
- In a timely manner.
- Coordinated through multidisciplinary team collaboration.
- In a manner that maximizes the efficient use of financial and human resources.

SVHMC has developed administrative and clinical standards for staff practice and these are available on the internal intranet site.

IX. CONTRACTED SERVICES

Contracted services under this Scope of Service are maintained in the electronic contract management system.

X. PERFORMANCE IMPROVEMENT AND PATIENT SAFETY

Respiratory Care, Neurodiagnostics and Sleep Center support the SVHMC's commitment to continuously

improving the quality of patient care to the patients we serve and to an environment which encourages performance improvement within all levels of the organization. Performance improvement activities are planned in a collaborative and interdisciplinary manner, involving teams/committees that include representatives from other hospital departments as necessary. Participation in activities that support ongoing improvement and quality care is the responsibility of all staff members. Improvement activities involve department specific quality improvement activities, interdisciplinary performance improvement activities and quality control activities.

Systems and services are evaluated to determine their timeliness, appropriateness, necessity and the extent to which the care / service(s) provided meet the customers' needs through any one or all of the quality improvement practices / processes determined by this organizational unit.

In addition to the overall SVHMC Strategic initiatives and in concert with the Quality Improvement Plan and the Quality Oversight Structure Respiratory Care, Neurodiagnostics and Sleep Medicine Departments will develop measures to direct short-term projects and deal with problem issues evolving out of quality management activities.

Unit based measurement indicators are found within the Quality dashboard folder.

Attachments

- Manager- Respiratory Care
- Supervisor- Sleep/Neuro Diagnostics

Approval Signatures

Step Description	Approver	Date
Board Approval	Rebecca Alaga: Regulatory/ Accreditation Coordinator	Pending
LWG	Rebecca Alaga: Regulatory/ Accreditation Coordinator	3/16/2026
Policy Committee	Rebecca Alaga: Regulatory/ Accreditation Coordinator	2/27/2026
Policy Owner	Megan Giovanetti: Director Cardiovascular Services and Sleep	1/20/2026

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 Brenda Chiang, DO, (ii) Contract Terms for Dr. Chiang's Recruitment Agreement, and (iii) Contract Terms for Dr. Chiang's Hematology and Oncology Professional Services Agreement**

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

Date: March 16, 2026

Executive Summary

In consultation with members of the medical staff, Salinas Valley Health (SVH) executive management has identified the recruitment of a physician specializing in **hematology & oncology** as a recruiting priority for the Medical Center's service area. Based on the Medical Staff Development Plan, completed by ECG Management Group in January 2023, the specialty of Hematology & Oncology is recommended as a top priority for recruitment. Additionally, the recent relocation of a physician and the abrupt departure of an advance practice practitioner has emphasized the need to recruit additional physicians to this service line.

The recommended physician, **Brenda Chiang, DO**, received her Doctor of Osteopathic Medicine degree in 2020 from Arizona College of Osteopathic Medicine. In 2023, Dr. Chiang completed her Internal Medicine Residency from Jefferson Einstein Hospital in Philadelphia, Pennsylvania. Dr. Chiang is currently completing her Hematology/Oncology Clinical Fellowship at the University of Florida and plans to join SVH Clinics September 1, 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 a contracted as a physician under a PSA with Salinas Valley Health and a member of Salinas Valley Health Clinics – Hematology & Oncology. Pursuant to California law, physician will not be an employee of SVH or SVH Clinics but rather a contracted physician.
   - Term. Physician's PSA will be for a term of two (2) years, and annual compensation will be reported on an IRS W-2 Form as a contracted physician.
   - Full-Time Schedule. Physician will provide physician services to clinic patients on a full-time basis, 48 weeks per year; one week of which can be allocated to continuing medical education (CME).
   - Base Compensation: Physician's base compensation will be in the amount of $600,000 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 $90.00 wRVU conversion factor.
- Annual Incentive Plan. Physician will be eligible to participate in an Annual Performance Incentive Bonus Plan with 1000 hours worked during the annual measurement period.
  - Benefits. Physician will be eligible for standard SVH Clinics physician benefits:
    - Access to SVH Health Plan for you and your qualified dependents. Premiums are projected based on 15% of SVH cost.
    - Access to SVH 403(b) and 457 retirement plans. Five percent (5%) base contribution to 403b plan that vests after three years. This contribution is capped at the limits set by Federal law.
    - Four work weeks (20 days) of time off per year, accruing equally throughout the year.
    - CME annual stipend in the amount of $2,400 paid directly to physician and reported as 1099 income. One work week (5 days) off annually for CME related activities.

- Professional Liability Insurance. Professional liability is provided through BETA Healthcare Group.

2. **Recruitment Agreement** that provides a recruitment incentive of $100,000, which is structured as forgivable loan over two years of service.

Meeting our Mission, Vision, Goals

Strategic Plan Alignment

The recruitment of Dr. Chiang 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. Chiang to Salinas Valley Health Clinics has been identified as a need for recruitment while also providing additional resources and coverage for hematology & oncology service line.

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 Brenda Chiang, DO:**
   - That the recruitment of hematology & oncology 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. Chiang; and**
3. **The Contract Terms of the Hematology & Oncology Professional Services Agreement for Dr. Chiang.**

Attachments

Curriculum Vitae for Brenda Chiang, DO

Brenda Chiang, D.O.

Current Position

Third Year Hematology/Oncology Fellow — 07/2023 – Present
University of Florida
Gainesville, Fl

Education and Training

Hematology/Oncology Fellowship, University of Florida, Gainesville, Fl	07/2023 – Present
Internal Medicine Residency, Jefferson Einstein Hospital, Philadelphia, PA	07/2020 – 06/2023
D.O., Arizona College of Osteopathic Medicine, Glendale, AZ	08/2016 – 05/2020
M.A. in Biomedical Sciences, Midwestern University, Glendale, AZ	08/2015 – 05/2016
B.S. in Neuroscience, University of Michigan, Ann Arbor, MI	09/2011 – 05/2015

Certification and Licensure

Hematology, American Board of Internal Medicine	2025 – Present
Internal Medicine, American Board of Internal Medicine	2023 – Present
Fl State Training Medical License (active)	2023 – Present

Honors and Awards

D.O. graduated with honors	2020
Translating Osteopathic Understanding into Community Health Silver Award	2018
Sigma Sigma Phi Osteopathic Honor Society	Inducted 2017
University Honors, University of Michigan	2014, 2015

Professional Memberships

American Society of Clinical Oncology	2021 – Present
American Society of Hematology	2021 – Present

Clinical Activities & Quality Improvement Initiatives

Clinical Service

Inpatient Service

- Classical hematology consults - 10 weeks in 1st year fellowship, 4 weeks in 3rd year
- Malignant hematology consults and primary service - 10 weeks in 1st year fellowship
- Oncology consults and primary service - 10 weeks in 1st year, 8 weeks in 2nd year, 4 weeks in 3rd year
- VA inpatient hematology oncology consult - 8 weeks in 1st year, 10 weeks in 2nd year, 10 weeks in 3rd year

Outpatient Service

- UF Shands outpatient hematology and oncology clinic at least ½ day once a week
- Malcom Randall Veterans Affairs Hospital hematology oncology clinic at least ½ day once a week

Procedures (Certified)

- Bone Marrow Biopsy
- Intrathecal Chemotherapy

Quality Improvement Initiatives

- Bone health screening in patients on anti-hormone therapy
- Post discharge take home medications regimens after inpatient chemotherapy

Teaching

Institutional, University of Florida
Hematology/Oncology Divisional Conferences and Fellow teaching:

- Aplastic Anemia, 2023
- Inherited disorder of platelets, 2024
- Management of early-stage hormone positive breast cancer, 2025
- Paroxysmal nocturnal hemoglobinuria, 2025

Hobbies and Other activities

- Native speaker in both English and Mandarin
- Travelling, have been to 36 countries so far
- Dining, exploring new restaurants and cuisines
- Outdoor activities: Golf, pickleball and skiing

Bibliography

Journal Articles/Abstracts:

1. Cantu-Martinez O, Martinez Manzano JM, Tito S, Prendergast A, Jarrett SA, **Chiang B**, Wattoo A, Azmaiparashvili Z, Lo KB, Benzaquen S, Eiger G. Clinical features and risk factors of adverse clinical outcomes in central pulmonary embolism using machine learning analysis. Respir Med. 2023 Aug-Sep;215:107295. doi: 10.1016/j.rmed.2023.107295. Epub 2023 May 24. PubMed PMID: 37236407.
2. Cantu-Martinez O, Martinez Manzano JM, Peterson E, Tito S, Prendergast A, Jarrett SA, **Chiang B,** Wattoo A, Benzaquen S, Lo KB, Amanullah A. Clinical characteristics and treatment of patients with central pulmonary embolism and right heart thrombus. Echocardiography. 2023 Jun;40(6):550-561. doi: 10.1111/echo.15592. Epub 2023 May 22. PubMed PMID: 37212381.
3. **Chiang B,** Jarrett SA, Manzano JM, Musoke N, Guarin G, Tito S, Lo KB, & Dourado C. Identifying Demographic and Social Factors in Lung Cancer Care: A Single Center Cross Sectional Study. CHEST 2022 October. 162 (4): A1688-. Available from: https://linkinghub.elsevier.com/retrieve/pii/S0012369222027684 DOI: 10.1016/j.chest.2022.08.1408
4. Manzano JM, Ysea-Hill O, **Chiang B,** Jarrett SA, Lo KB, & Azmaiparashvili Z. (2022, Jun). Coronavirus Disease-19 Infection and Angioedema in African Americans: A Case Series. Otolaryngology Case Reports, 24(September 2022), n/a. Cited in PubMed; PMID: 35782753.
5. Manzano, JM, Lo KB, Jarrett SA, **Chiang B,** Azmaiparashvili Z. (2022, Feb). Angioedema associated with the use of dihydropyridine calcium channel blockers-A case series. Annals of Allergy, Asthma and Immunology, 128(2), 228
6. Manzano JM, Lo KB, Jarrett SA, **Chiang B,** Quintero E, Aguilar F, Azmaiparashvili Z, Eiger G, Patarroyo-Aponte G.. (2021, Dec). Risk Factors Associated with Intubation and Readmissions in patients with Angioedema: A Single Center Experience. Annals of Allergy, Asthma and Immunology, 127(6), 682-688.

7. Barrett L, DiMaria C, Jarrett S, Chiang B, Hoch M, Valiani D, Goldberg M. S276 Multidisciplinary Direct Access Colonoscopy Program at a Tertiary Care Center Identifies Patients With High-Risk Lesions. American Journal of Gastroenterology. 2021 October; 116(1):S122-S122. Available from: https://journals.lww.com/10.14309/01.ajg.0000773576.91405.f0 DOI: 10.14309/01.ajg.0000773576.91405.f0

Case reports:

1. Rao A, **Chiang B,** Zumberg M, Mathew C. Tirofiban Induced Prolonged Immune Thrombocytopenia in a 75 year old Male undergoing Percutaenous Intervention for STEMI – pending review at Thrombosis, April 2025
2. Jarrett SA, Wattoo A, **Chiang B**, Varadi G, Al Madani M. An 80-Year-Old Man with Ischemic Heart Disease Who Developed Thrombotic Thrombocytopenic Purpura Following Treatment with Ticagrelor. Am J Case Rep. 2022 Aug 24;23:e936977. PubMed Central ID: PMC9423004.
3. Jarrett SA, **Chiang B,** Hiedra R, Kalman RS.. (2022, February 10). A rare presentation of malignant peritoneal mesothelioma in a 22-year-old man. https://www.ijcrioncology.com/archive/article-full-text/100101Z10SJ2022

Online Resource:

1. **Chiang B,** & Dourado C. (2021, August 31). Porphyria Overview. https://emedicine.medscape.com/article/1389981-overview.

Poster Presentations

1. Masters A, Duarte R, **Chiang B**, Sarvottam K, Patel K. Hemothorax After Use of Percussion Massage Gun: A Case Report. C43. CASE REPORTS: PLEURAL DISEASE DILEMMAS. American Thoracic Society 2022 International Conference, May 13-18, 2022 - San Francisco, CA; ; American Thoracic Society; c2022. Available from: https://www.atsjournals.org/doi/10.1164/ajrccm-conference.2022.205.1_MeetingAbstracts.A4172 DOI: 10.1164/ajrccm-conference.2022.205.1_MeetingAbstracts.A4172
2. Manzano JM, Lo KB, Jarrett SA, **Chiang B,** Azmaiparashvili Z, Benzaquen S.. (2022, May 16). Factors Associated with Outpatient Follow Up in Hospitalized Patients with Interstitial Lung Disease [Poster presented]. The American Thoracic Society International Conference/San Francisco, CA, USA.
3. Jarrett SA, Lo KB, Manzano JM, **Chiang B,** Musoke N, Barrett L, Raja A, Carty J, Salazar C, Yadlapati S, Wattoo A, Azmaiparashivili Z.. (2022, May 21). Radiologic Imaging Utilization in the Diagnosis of Acute Pancreatitis: A Single Center Review [Poster presented]. Digestive Disease Week/San Diego, CA, USA.
4. Jackson I, **Chiang B,** Tito S, Lo KB. (2021, October 23). New Type 2 Diabetes Mellitus presenting as Hyperosmolar hyperglycemic syndrome after initiation of Dapagliflozin in an Elderly Patient [Poster presented]. ACP-PA Southeastern Region VIRTUAL Poster Day/Philadelphia, PA, USA.
5. Barrett LF, DiMaria C, Jarrett SA, **Chiang B,** Hoch M, Valiani D, Goldberg M. (2021, October 25). Multidisciplinary Direct Access Colonoscopy Program at a Tertiary Care Center Identifies Patients with High-Risk Lesions [Poster presented]. American College of Gastroenterology Week /Las Vegas, NV, USA.
6. **Chiang B,** Jindal S, Demo H.. (2019, April 01). Cardiac sarcoidosis: A Tale of Two Tachycardias [Poster presented]. Swedish Covenant Hospital Student Research and Case Conference/Chicago, IL, USA
7. **Chiang B,** Jindal S, Eckman D.. (2016, April 01). Fecal Microbiota Transplantation and the Treatment of Mild to Moderate Ulcerative Colitis [Poster presented]. Midwestern University Capstone Presentation Day/Glendale, AZ, USA.

Board Paper: Personnel, Pension and Investment Committee

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

Executive Sponsor: Tim Albert, MD, MHCM, Chief Clinical Officer
Molly Heacox, Director of Clinic Services

Date: March 16, 2026

Executive Summary

In consultation with members of the medical staff, Salinas Valley Health (SVH) executive management has identified the recruitment of a physician specializing in **urology** as a recruiting priority for SVH's service area. Based on the Medical Staff Development Plan, completed by ECG Management Group in January 2023, the specialty of urology was recommended as a high priority for recruitment. The SVH Urology clinic currently receives more than 500 new patient referrals each month with new patient appointment wait times over two months. Recruiting additional urologists will increase patient access and provide additional emergency department urology call coverage.

The recommended physician, Michael Sadighian, MD, earned his Doctor of Medicine from University California San Francisco School of Medicine in 2022. Dr. Sadighian is a current Urology Resident at the University of Southern California and expects to complete his training in July 2027. Dr. Sadighian's interests are in providing a wide spectrum of general urology services with opportunities to utilize his robotic surgery skills. He plans to join SVH Clinics in September 2027.

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 a contracted as a physician under a PSA with Salinas Valley Health and a member of Salinas Valley Health Clinics –Urology. Pursuant to California law, physician will not be an employee of SVH or SVH Clinics but rather a contracted physician.
   - Term. Physician's PSA will be for a term of two years, and annual compensation will be reported on an IRS W-2 Form as a contracted physician.
   - Full-Time Schedule. Physician will be scheduled to provide physician services to clinic patients on a full-time basis, 48 weeks per year; one week of which can be allocated to continuing medical education (CME).
   - Base Compensation: Physician's base compensation will be in the amount of $600,000 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 $73.00 wRVU conversion factor.
   - Call Coverage. Physician shall provide hospital emergency department and unassigned patient call coverage for the urology call panel. Productivity compensation includes up to 5 days of hospital call coverage per month. Payment for call days in excess of 5 days per month, will be compensated at the presently established rate for the urology call panel.
   - Benefits. Physician will be eligible for standard SVH Clinics physician benefits:
     - Access to SVH Health Plan for you and your qualified dependents. Premiums are projected based on 15% of SVH cost.

- ❖ Access to SVH 403(b) and 457 retirement plans. Five percent (5%) base contribution to 403b plan that vests after three years. This contribution is capped at the limits set by Federal law.
- ❖ Four work weeks (20 days) of time off per year, accruing equally throughout the year.
- ❖ CME annual stipend in the amount of $2,400 paid directly to physician and reported as 1099 income. One work week (5 days) off annually for CME related activities.

➢ Professional Liability Insurance. Professional liability is provided through BETA Healthcare Group.

2. **Recruitment Agreement** that provides a recruitment incentive of $100,000, which is structured as forgivable loan over two years of service and paid as follows:
   - ❖ Residency Stipend. Commencing in June of 2026, physician will receive monthly medical residency stipend payments in the amount of $2,500 paid over twelve months for a total of $30,000.
   - ❖ Commencement of Services. Physician will receive the remaining $70,000 of the recruitment incentive on or about the established start date with SVH.

Meeting our Mission, Vision, Goals

Strategic Plan Alignment

The recruitment of Dr. Sadighian 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. Sadighian to Salinas Valley Health Clinics has been identified as a need for recruitment while also providing additional resources and coverage for urology service line.

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

Attachments

Curriculum Vitae for Michael Sadighian, MD

MICHAEL SADIGHIAN, MD

Education

University of Southern California, Los Angeles CA **Class of 2027**
Urology Residency Program

UCSF School of Medicine, San Francisco CA **Class of 2022**
Doctor of Medicine
Master of Advanced Study in Clinical Research

University of Oxford, Oxford UK **Class of 2014**
Master of Science in Medical Anthropology

UC Berkeley, Berkeley CA **Class of 2013**
Bachelor of Arts in Anthropology

Employment

University of Southern California, Los Angeles CA **June 2022 to Present**
Urology Resident Physician

- Training facilities include Keck Hospital of USC, Los Angeles General Medical Center (LAGMC), Children's Hospital of Los Angeles (CHLA), and Rancho Los Amigos National Rehabilitation Center.

Thurgood Marshall Academic High School, San Francisco CA **2016 to 2017**
12th Grade Chemistry Teacher & Co-Chair of Science Department

- Taught five periods of class every day (over 130 students total)
- Designed my own curriculum, daily lesson plans, and exams
- Produced accessible learning experiences for my non-English speaking students (which comprised 40% of my roster) to support first-generation immigrant students

Published Research

Behzad Abbasi, Nizar Hakam, Mikolaj Frankiewicz, Philip W. Chu, Marvin N. Carlisle, Kevin D. Li, Alejandro A. Jiminez, Lynn Leng, **Michael J. Sadighian**, John M. Myrga, Lindsay A. Hampson, Benjamin N. Breyer. "Salvage Artificial Urinary Sphincter Placement After Sling Failure: Long-Term Outcomes and Institutional Predictors in a Population-Based Cohort." *Urology*. December 4 2025.

Camille A Vélez-Morell, **Michael J Sadighian**, Debbie Goldberg, I Elaine Allen, Adrian Fernandez, Hillary L Copp, Lindsay A Hampson. "Patients with Spina Bifida Have Longer Length of Hospital Stay: Healthcare Utilization in California from 1995-2017." *Urology Practice.* June 14 2024.

Jordan T. Holler, **Michael J. Sadighian**, Behnam Nabavizadeh, Nizar Hakam, Kevin D. Li, William Shibley, Michael S. Leapman, Gregory M. Amend, Nathan M. Shaw, Benjamin N. Breyer. "Online medical crowdfunding in the United States: a cross-sectional analysis of gendered cancer campaign outcomes" *Journal of Men's Health*. March 30 2023.

Michael J. Sadighian MSc, Nizar Hakam MBBS, Gregory Amend MD, Nathan M Shaw MD, Peggy Tahir MA MLIS, Isabel Elaine Allen PhD, Behnam Nabavizadeh MD, Jordan T. Holler, William Shibley, Kevin D. Li, Osama Mohamad MD PhD, Benjamin N. Breyer MD MAS. "Radiation-induced

Fistulas in Patients With Prior Pelvic Radiotherapy for Prostate Cancer: A Systematic Review and Meta-analysis" *Urology.* March 23 2023.

Elise C Carey, MD, **Michael J Sadighian MD, MAS, MSc**, Rebecca L Sudore, MD. "Cultural aspects of palliative care." *UpToDate*. August 26 2022.

Gregory Amend, Jordan Holler, Natalie Rios, **Michael Sadighian**, Anthony Enriquez, Alex Vanni, Lee Zhao, Bradley Erickson, Benjamin Breyer. "The Lived Experience of Patients with Adult Acquired Buried Penis." *Journal of Urology*. August 2022.

Jordan Holler, Nizar Hakam, Behnam Nabavizadeh, **Michael Sadighian**, William Shibley, Kevin Li, Lucas Weiser, Natalie Rios, Anthony Enriquez, Michael Leapman, Gregory Amend, Benjamin Breyer. "Characteristics of Online Crowdfunding Campaigns for Urologic Cancers in the United States." *Urology Practice.* January 2022.

Kevin D. Li, Nizar Hakam, Patrick Low, Jason Liu, **Michael J. Sadighian**, Jake Sonnenberg, Behnam Nabavizadeh, Nathan M. Shaw, Benjamin N. Breyer. "A Legal Database Review of Circumcision Related Litigation in the United States." *Urology*. November 2021.

Behnam Nabavizadeh, Nizar Hakam, **Michael J. Sadighian**, Jordan T. Holler, Gregory M. Amend, Lindsay A. Hampson, David F. Penson, Benjamin N. Breyer. "Characterizing Standardized Letters of Recommendation in Urology Residency Applications." *Urology*. September 2021.

Gregory Amend, Nizar Hakamm, Behnam Nabavizadeh, **Michael Sadighian**, Benjamin Breyer. "Institutional Guidelines are Effective in Reducing Post-Operative Opioid Prescriptions Following Urologic Surgery: Results from the American Urologic Association 2018 Census." *Urology*. September 2021.

Nizar Hakam, Behnam Nabavizadeh, **Michael J. Sadighian**, Jordan Holler, Kevin Li, Gregory Amend, Benjamin N Breyer. "The Impact of Obesity on Renal Trauma Outcome: An Analysis of the National Trauma Data Bank from 2013 to 2016." *World Journal of Surgery*. August 2021.

Kevin D. Li, Nizar Hakam , **Michael J. Sadighian**, Jordan T. Holler , Behnam Nabavizadeh, Gregory Amend, Raymond Fang, William Meeks, Danil Makarov, Benjamin N. Breyer. "Evaluating Quality Improvement and Patient Safety Amongst Practicing Urologists: Analysis of the 2018 American Urological Association Census." *Urology*. July 2021.

Behnam Nabavizadeh MD, Nizar Hakam MBBS, Jordan T. Holler, Nikan K. Namiri, **Michael J. Sadighian MSc**, Natalie Rios, Anthony Enriquez, Gregory M. Amend MD, Benjamin N. Breyer MD MAS. "The Epidemiology of Children Playground Equipment-related Injuries in the United States: Emergency Departments Visits, 1995–2019." *The Journal of Paediatrics and Child Health*. July 2021.

Sadighian MJ, Allen IE, Quanstrom K, Breyer BA, Suskind AM, Baradaran N, Copp HL, Hampson LA. "Caregiver burden among those caring for patients with spina bifida." *Urology.* April 2021.

Nizar Hakam, **Michael Sadighian**, Behnam Nabavizadeh, Natalie Rios, Gregory Amend, Andrew J. Cohen, Benjamin N. Breyer. "Contemporary Trends and End-Results of National Institute of Health Grant Funding to Departments of Urology in the United States: a 10-year Analysis." *Journal of Urology*. March 2021.

Sarah A. Holzman MD, Jennifer J. Ahn MD, Zoe Baker PhD, Kai-wen Chuang MD, Hillary Copp MD, Jacob Davidson MSc, Carol Davis-Dao PhD, Emily Ewing MA, Joan Ko MD, Victoria Lee BS, Amanda Macaraeg BS, Lauren Nicassio BS, **Michael Sadighian MSc**, Heidi A. Stephany MD, Renea Sturm MD, Kelly Swords MD, Peter Wang MD, Elias J. Wehbi MD, Antoine E. Khoury MD.

"A Multicenter Study of Acute Testicular Torsion in the Time of COVID-19." *Journal of Pediatric Urology*. March 2021.

Sadighian M, Porten S. "Gender differences in oncologic and functional outcomes in patients with bladder cancer undergoing radical cystectomy with urinary diversion." *Current Opinion in Urology*. 29(5):542-547. September 2019.

Book Chapters

Jerrine Morris, **Michael Sadighian**, Pedro Gallardo, Jameson Wang, Heiko Yang, James F. Smith. "Fertility Preservation Considerations for Transgender Women and Girls." *Springer.* December 24, 2024.

Michael Sadighian, Nizar Hakam, Nathan Shaw, Benjamin Breyer. "Chapter 33 - Longitudinal Study: Pros and cons, study design, and classic examples." *Translational Urology*. September 30, 2024.

Nizar Hakam, **Michael Sadighian**, Benjamin Breyer. "Chapter 77 - Epidemiology." *Translational Urology*. September 30, 2024.

Michael Sadighian, Jorge Zarate, Edward Andrews, Chelsie Anderson. "First Aid: Clinical Algorithms for Step 2." Editor of Surgery Chapter. McGraw Hill. August 11, 2023.

Conference Presentations

Western Section AUA 98th Annual Meeting, Kauai HI **2022**
Coauthor:

- Leva NV, de la Cueva C, Goldberg, D, **Sadighian M**, Shibley WP, Hampson LA, Copp HL. "Prenatal health care utilization of women with children born with spina bifida in California"

Society of Pediatric Urology: Fall Congress, Las Vegas NV **2022**
Coauthor:

- Leva NV, de la Cueva C, Goldberg, D, **Sadighian M**, Shibley WP, Hampson LA, Copp HL. "Prenatal health care utilization of women with children born with spina bifida in California"

American Urological Association 2022 Annual Meeting, New Orleans LA **2022**
Podium Presenter:

- **Michael J. Sadighian MSc**, Nizar Hakam MBBS, Gregory Amend MD, Nathan Shaw MD, Peggy Tahir MA MLIS, Isabel Elaine Allen PhD, Behnam Nabavizadeh MD, Jordan T. Holler, William Shibley, Kevin D. Li, Behzad Abbasi MD, Alexander Bell, Osama Mohamad MD PhD, Benjamin N. Breyer MD MAS. "Risk of radiation-induced fistula is low and may be increased in patients with prior pelvic radiation or concurrent chemotherapy: a systematic review and meta-analysis."

Western Section AUA 97th Annual Meeting, Indian Wells CA **2021**
Podium Presenter:

- **Michael J. Sadighian MSc**, Debbie Goldberg, Patrick Shibley, Johsias Maru, Lindsay Hampson MD MAS, Hillary Copp MD MAS. "Healthcare utilization among patients with genitourinary congenitalism."

Western Section AUA 97th Annual Meeting, Indian Wells CA **2021**
Podium Presenter:

- **Michael J. Sadighian MSc**, Nizar Hakam MBBS, Gregory Amend MD, Peggy Tahir MA MLIS, Isabel Elaine Allen PhD, Behnam Nabavizadeh MD, Jordan T. Holler, William Shibley, Kevin D. Li, Osama Mohamad MD PhD, Benjamin N. Breyer MD MAS. "Radiation-induced fistulas after pelvic radiation therapy: a systematic review and meta-analysis."

American Urological Association 2021 Annual Meeting, Las Vegas NV **2021**
Poster Presenter:

- **Michael J. Sadighian MSc**, Debbie Goldberg, Patrick Shibley, Johsias Maru, Hillary Copp MD MAS, Lindsay Hampson MD MAS. "Comparing Encounters For Urologic Vs. Non-Urologic Problems Among Patients With Genitourinary Congenitalism."

American Urological Association 2021 Annual Meeting, Las Vegas NV **2021**
Co-author:

- Kevin D. Li, Nizar Hakam , **Michael J. Sadighian**, Jordan T. Holler , Behnam Nabavizadeh, Gregory Amend, Raymond Fang, William Meeks, Danil Makarov, Benjamin N. Breyer. "Quality Improvement And Patient Safety In Urology: An Analysis Of The 2018 American Urologic Association Census."

American Urological Association 2021 Annual Meeting, Las Vegas NV **2021**
Co-author:

- Gregory Amend, Nizar Hakamm, Behnam Nabavizadeh, **Michael Sadighian**, Benjamin Breyer. "Institutional Guidelines are Effective in Reducing Post-Operative Opioid Prescriptions Following Urologic Surgery: Results from the American Urologic Association 2018 Census."

American Urological Association 2021 Annual Meeting, Las Vegas NV **2021**
Co-author:

- Nizar Hakam, **Michael Sadighian**, Behnam Nabavizadeh, Natalie Rios, Gregory Amend, Andrew J. Cohen, Benjamin N. Breyer. "Contemporary Trends and End-Results of National Institutes of Health Grant Funding to Departments of Urology in the United States: A 10-year Analysis."

American Urological Association 2021 Annual Meeting, Las Vegas NV **2021**
Co-author:

- Gregory Amend, Jordan Holler, Natalie Rios, **Michael Sadighian**, Anthony Enriquez, Alex Vanni, Lee Zhao, Bradley Erickson, Benjamin Breyer. "Thematic Analysis of Lived Experience in Patients with Adult Acquired Buried Penis."

American Urological Association 2021 Annual Meeting, Las Vegas NV **2021**
Co-author:

- Behnam Nabavizadeh, Nizar Hakam, Gregory M. Amend, **Michael J Sadighian** Lindsay A. Hampson, Benjamin N. Breyer. "Standardized Letters of Recommendation in Urology Residency Applications."

American Urological Association 2021 Annual Meeting, Las Vegas NV **2021**
Co-author:

- Nizar Hakam, Behnam Nabavizadeh, **Michael J. Sadighian,** Jordan Holler, Kevin Li, Gregory Amend, Benjamin N Breyer. "Increasing BMI is Associated with Lower Risk of High Grade Renal Trauma: Analysis of the National Trauma Data Bank."

American Urological Association 2021 Annual Meeting, Las Vegas NV **2021**
Co-author:

- Patrick Shibley, **Michael J. Sadighian MSc**, Debbie Goldberg, Johsias Maru, Hillary Copp MD MAS, Lindsay Hampson MD MAS. "Distribution of Mental Illness Among Patients with Congenital Genitourinary Abnormalities."

American Urological Association 2019 Annual Meeting, Chicago IL **2019**
Podium Presenter:

- **Sadighian M**, Allen IE, Baradaran N, Quanstrom K, Breyer B, Copp H, Hampson L. "Understanding Caregivers and Caregiver Burden Among Those Caring for Patients with Genitourinary Congenitalism."

American Urological Association 2019 Annual Meeting, Chicago IL **2019**
Co-author:

- Baradaran N, Allen IE, Quanstrom K, **Sadighian M**, Liaw A, Copp H, Breyer B, Hampson L. "Sexual satisfaction in adults with genitourinary congenitalism: results from a population based survey study."

Service & Mentorship

Pre-health Undergraduate Program, UCSF Dept. Epidemiology & Biostats **2020 to 2022**
Mentor

- Provided mentorship to premedical students interested in clinical research
- Supervised and collaborated with undergraduate students on original research projects

Society of Women in Medicine, UCSF School of Medicine **2017 to 2022**
Mentor

- Provided longitudinal mentorship for pre-medical students from the American Medical Women's Association (UC Berkeley Chapter) on the path to becoming a medical student

High School Outreach Program, UCSF **2018**
Volunteer Teacher

- Led didactic sessions about cardiovascular anatomy (using real cadaveric tissues) for local high school students interested in health careers

HealthLink, UCSF Medical Education **2017**
Mentor

- Mentored high school students on the path to becoming a healthcare professional

Honors, Awards & Grants

NIH Research Fellowship, UCSF Clinical & Translational Science Institute **2020**
Proposed project: "Understanding Racial Disparities Among Individuals with Genitourinary Congenitalism"

- Awarded $34,000 from the NIH-sponsored TL1 research fund at UCSF
- Grant number: TL1TR001871-05

Summer Explore RAPTr Grant, UCSF **2018**
Proposed project: "Caregivers and Caregiver Burden Among Those Caring for Patients with Genitourinary Congenitalism."

Veteran's Choice Award, San Francisco VA Medical Center **2018**
Quality Improvement Project: "Transferring Non-Emergent Mental Health Patients from Emergency Department to the Same Day Clinic."

- Awarded the Veteran's Choice Award at the SFVAMC Quality Improvement Symposium

Ronald Frankenberg Prize, UC Berkeley Department of Anthropology **2013**
Senior Thesis: "AIDS and Biomedicine: The Mutual Construction of Medicine and Its Objects"

- Awarded the Ronald Frankenberg Prize "for the outstanding honors thesis in critical medical anthropology"

Phi Beta Kappa Honor Society, Phi Beta Kappa, UC Berkeley Chapter **2013**

Highest Honors, UC Berkeley Department of Anthropology **2013**

Hobbies & Interests

Outside of medicine and research, I enjoy living an active lifestyle: I have been playing soccer and tennis since I was a child, and I am an avid runner. Another passion of mine is music: I spend my spare time writing and producing original songs and I love collaborating with other musicians!

Board Paper: Personnel, Pension and Investment Committee

Agenda Item: **Consider Recommendation for Board Approval of Contract Terms for Ilja Dejanovic, MD's Interventional Cardiology Professional Services Agreement**

Executive Sponsor: Tim Albert, MD, MHCM, Chief Clinical Officer
Molly Heacox, Director of Clinic Services

Date: March 16, 2026

Executive Summary

In consultation with members of the medical staff, Salinas Valley Health (SVH) executive management has identified the recruitment of a physician specializing in **interventional cardiology** as a recruiting priority for SVH's service area. The addition of another interventional cardiologist to SVH Clinics will increase access for the SVH service area's growing patient population.

The recommended physician, **Ilja Dejanovic, MD**, earned his medical degree in 2018 from Rutgers New Jersey Medical School in Newark, New Jersey. Dr. Dejanovic completed his Internal Medicine Residency at Rutgers Health's Robert Wood Johnson Medical School in New Brunswick, New Jersey. He completed both his Cardiovascular Disease and Interventional Cardiology Fellowships at Northwell Health's Zucker School of Medicine at North Shore University Hospital and Long Island Jewish Medical Center in Manhasset, New York, where he served as Chief Fellow from July 2024 to June 2025. After training, Dr. Dejanovic relocated to the Monterey Peninsula to practice interventional cardiology. Dr. Dejanovic will join SVH Clinics in May 2026.

Terms and Conditions of Agreements

The proposed physician recruitment requires the execution of the following agreement:

1. **Professional Services Agreement**. Essential Terms and Conditions:
   - Professional Services Agreement (PSA). Physician will be a contracted as a physician under a PSA with Salinas Valley Health and a member of Salinas Valley Health Clinics – Cardiology. Pursuant to California law, physician will not be an employee of SVH or SVH Clinics but rather a contracted physician.
   - Term. Physician's PSA will be for a term of two years, and annual compensation will be reported on an IRS W-2 Form as a contracted physician.
   - Full-Time Schedule. Physician will be scheduled to provide physician services to clinic patients on a full-time basis, 48 weeks per year; one week of which can be allocated to continuing medical education (CME).
   - Base Compensation: Physician's base compensation will be in the amount of $705,000 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 $68.00 wRVU conversion factor.
   - Call Coverage. Physician shall provide hospital emergency department and unassigned patient call coverage for the Acute STEMI call panel. Productivity compensation includes up to 5 days of hospital call coverage per month. Payment for call days in excess of 5 days per month, will be compensated at the presently established rate for the Acute STEMI call panel.

- Annual Incentive Plan. Physician will be eligible to participate in an Annual Performance Incentive Bonus Plan with 1,000 hours worked during the annual measurement period.

- Benefits. Physician will be eligible for standard SVH Clinics physician benefits:
  - Access to SVH Health Plan for you and your qualified dependents. Premiums are projected based on 15% of SVH cost.
  - Access to SVH 403(b) and 457 retirement plans. Five percent (5%) base contribution to 403b plan that vests after three years. This contribution is capped at the limits set by Federal law.
  - Four work weeks (20 days) of time off per year, accruing equally throughout the year.
  - CME annual stipend in the amount of $2,400 paid directly to physician and reported as 1099 income. One work week (5 days) off annually for CME related activities.
- Professional Liability Insurance. Professional liability is provided through BETA Healthcare Group.

Meeting our Mission, Vision, Goals

Strategic Plan Alignment

The recruitment of Dr. Dejanovic 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. Dejanovic to Salinas Valley Health Clinics has been identified as a need for recruitment while also providing additional resources and coverage for interventional cardiology service line.

The compensation proposed in this agreement has 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 Contract Terms of the Interventional Cardiology Professional Services Agreement for Ilja Dejanovic, MD.

Attachments

Curriculum Vitae for Ilja Dejanovic, MD

Ilja Dejanovic, MD

EDUCATION & TRAINING

NORTHWELL HEALTH | ZUCKER SCHOOL OF MEDICINE Manhasset, New York
North Shore University Hospital & Long Island Jewish Medical Center
Interventional Cardiology Fellowship, Chief Fellow, July 2024 – June 2025

NORTHWELL HEALTH | ZUCKER SCHOOL OF MEDICINE Manhasset, New York
North Shore University Hospital & Long Island Jewish Medical Center
Cardiovascular Disease Fellowship, July 2021 – June 2024

RUTGERS HEALTH | ROBERT WOOD JOHNSON MEDICAL SCHOOL New Brunswick, New Jersey
Robert Wood Johnson University Hospital & Princeton Medical Center
Internal Medicine Residency, July 2018 – June 2021

RUTGERS HEALTH | NEW JERSEY MEDICAL SCHOOL Newark, New Jersey
Doctor of Medicine, August 2014 - May 2018

RUTGERS UNIVERSITY New Brunswick, New Jersey
Bachelor of Science, Aug 2008 - May 2011 (Summa cum laude)

LICENSURE & CERTIFICATIONS

ABIM | Internal Medicine – Board certified 2021 (Passed 1st attempt)
ABIM | Cardiovascular Disease – Board Certified 2025 (Passed 1st attempt)
Nuclear Cardiology – Board certified 2023 (Passed 1st attempt)
ABIM | Interventional Cardiology - Anticipated Fall 2026 (Board eligible until 2032)
Echocardiography – COCATS Level 2
New York Medical License – Valid through 2026
California Medical License - Active through 2027

WORK & RESEARCH EXPERIENCE

Golden State Heart & Vascular Associates Monterey, California
Interventional Cardiologist, September 2025 – Present

Mount Sinai Medical Center, Department of Cardiothoracic Surgery New York, New York
Clinical Research Associate, Nov 2013 – July 2014
Trials: *COMMENCE Trial*; *Rate Control Versus Rhythm Control for Postoperative Atrial Fibrillation*; *Single Center Retrospective Study of Ross Procedure Patient Outcomes*

Mount Sinai Medical Center, Cardiac Catheterization Laboratory New York, New York
Clinical Research Coordinator, April 2012 – August 2013
Trial: *Medtronic CoreValve U.S. Pivotal Trial*

RESEARCH PUBLICATIONS

Jnani J, **Dejanovic I**, Leung C, et al. *Current Knowledge and Challenges in the Clinical Management of Spontaneous Coronary Artery Dissection (SCAD): A Case Series*. Cureus. 2024 June 6; 6(6):e61847.doi:10.7759/cureus.61847. PMID: 38978916; PMCID: PMC11227981.

Jnani J, **Dejanovic I**. *Streptococcus mutans endocarditis resulting in severe aortic and mitral valve dysfunction and congestive heart failure.* Future Cardiol. 2023 Jul;19(9):423-430. doi: 10.2217/fca-2023-0012. Epub 2023 Aug 23. PMID: 37609927.

Bae S, Vaysblat M, Bae E, **Dejanovic I**, Pierce M. *Cardiac Arrest Associated With Psilocybin Use and Hereditary Hemochromatosis*. Cureus. 2023 May 7;15(5):e38669. doi: 10.7759/cureus.38669. PMID: 37288212; PMCID: PMC10243226.

Dave C., Strom B., Kobylarz F., Horton D., Gerhard T., Tseng C., **Dejanovic I.**, Nyandege A., & Setoguchi S. (2021, Oct). *Risk of clinically relevant hyperglycemia with metoprolol compared to carvedilol in older adults with heart failure and diabetes*. Pharmacoepidemiology & Drug Safety, 30(Issue 10), 1420-1427. Cited in PubMed; PMID: 34101945.

Arjun K. Theertham, MD; **Ilja Dejanovic, MD**; Andrew Aaron Aboyme, MD; John Kassotis, MD, FHRS . (2021, August 01). *HEART MATE 3 ECG INTERFERENCE, DOES IT LEAD TO INAPPROPRIATE ICD SHOCKS?*. https://doi.org/10.1016/j.hrthm.2021.06.323.

PRESENTATIONS

Dejanovic I., Alam A., Iyer D., Huang M., Ghaly A., Hakeem A. *Looking into the Future: Optical Coherence Tomography for the Assessment of Cardiac Allograft Vasculopathy*. Poster session presented at: Transcatheter Cardiovascular Therapeutics (TCT) 2019 Conference; September 2019; San Francisco, CA.

Dejanovic I., Hou L., Shah K., Hakeem A. *CABG vs PCI in Left Main Associated Multivessel Disease: A Heart Team Discussion.* Poster session presented at: Transcatheter Cardiovascular Therapeutics (TCT) 2019 Conference; September 2019; San Francisco, CA.

Dejanovic I., Alam A., Mody K., Iyer D., Hakeem A. *The Trapped Ventricle: Importance of Left Ventricular Unloading in Resuscitated Patients on VA-ECMO*. Poster session presented at: New Jersey American College of Cardiology Research Symposium; April 2019; West Orange, NJ.

Dejanovic I., Xu J., Danish M., Sarkar A., Iwata I. *A Case of Unimproved Meningitis: A Diagnostic Challenge.* Poster session presented at: Society of General Internal Medicine Regional Meeting; November 2018; Morristown, NJ.

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.)

Board Paper: Finance Committee

Agenda Item:	**Consider Recommendation for Board Approval of Project Funding and Award Construction Contract to Avila Construction for the Salinas Valley Health Ryan Ranch Server Room Development Project**
Executive Sponsor:	Clement Miller, Chief Operating Officer Brad McCoy, Vice President of Facilities, Construction and Real Estate
Date:	March 4, 2026

Executive Summary:

Facilities Management is pursuing activities to upgrade the existing Information Technology (IT) server room and add a new backup generator at the 5 Lower Ragsdale Drive medical office building. Approval for comprehensive project funding in the total estimated amount of **$3,000,000.00** and award of construction contract to Avila Construction in the amount of **$2,468,219.00** is requested. This project will establish the infrastructure needed for the Information Technology team to eliminate costly offsite expenses. Over a 10-year period of time, this project will save the Hospital an estimate $10MM+ paying for itself within the first 2/3 years.

Background/Situation/Rationale:

SVH currently utilizes a cloud-based file storage service. The IT room at 5 Lower Ragsdale has capacity for additional server storage which will significantly reduce the long-term expenditure on cloud-based file storage. Because 5 Lower Ragsdale experiences PG&E outages at a high frequency, a backup generator to serve the entire building will mitigate power outage impacts to the new IT equipment and existing clinics (PrimeCare, Cardiology, and Advanced Imaging). The facility completed construction documents and specifications prepared by WRD. Permits have been secured through the City of Monterey Building Department and Monterey Bay Air Resources District (MBARD) for a new natural gas backup generator and upgrades to the IT room. A 3-Year Customer Service Agreement with the generator manufacturer, CAT Quinn Power Services, is to be obtained separately by SVH for preventative maintenance services including comprehensive multi-point inspections every 3-6 months, annual servicing, and annual load bank testing. The projected cost of the 3-year Customer Service Agreement is $19,332.00. Project scope to include: (A) new 500 kW, 625 kVA natural gas backup generator, CAT model DG500 RZG, with sound attenuated enclosure; (B) new generator annunciator panel, emergency power off device, automatic transfer switch, switchboard, conduit, feeders, seismic anchoring, supports, and equipment pads, and electrical signage; (C) removal of existing previously decommissioned panel RPDP and an existing previously decommissioned 1000 kVA transformer and their associated feeders; (D) removal of the existing rooftop HVAC unit, AC-3, its associated ductwork, and electrical disconnect; (E) two new air conditioning units with electrical power supply serving the IT room, including piping, refrigerant leak detection sensor kits, ductwork, supply and return grilles, and control wiring. These units are to be located in the utility closet across the hall from the IT room; (F) two new rooftop condensing units; (G) a new uninterrupted power supply (UPS) in the IT room; (H) new server racks and ladder racks in the IT room; (I) upgrades to the utility closet including replacement of the floor, replacement of select drywall and installation of fiberglass reinforced panels around the existing mop sink.

Salinas Valley Health publicly solicited for construction services and acquired one (1) bid with Avila Construction submitting the lowest responsive and responsible bid. Six (6) general contractors were directly solicited for bids, four (4) general contractors were plan holders, two (2) general contractors attended the non-mandatory pre-bid walk, and one (1) bid was submitted.

Timeline/Review Process to Date:

March 2026: Anticipated Award of Construction and Project Funding
April 2026: Commence with construction activities.
March 2027: Project and administrative closeout.

Pillar/Goal Alignment:

x Service ☐ People x Quality ☐ Finance ☐ Growth ☐ Community

Financial/Quality/Safety/Regulatory Implications

Key Contract Terms	**Contractor: Avila Construction**
1. Proposed effective date	Issuance of Notice to Proceed anticipated on April 8, 2026
2. Term of agreement	345 calendar days
3. Renewal terms	Not Applicable
4. Termination provision(s)	Provided in Bid Specifications-Part 12 of General Conditions-Section 007000
5. Payment Terms	Lump Sum, with monthly payments upon successful completion of work with 5% retention.
6. Compensation	$2,468,219.00
7. Cost over life of agreement	Not Applicable
8. Budgeted (indicate y/n)	Yes. Fiscal Years 2026 & 2027 Routine Capital Projects included funding for this project.

Recommendation:

Consider recommendation to Board of Directors (i) to approve the total estimated project cost for the SVH Ryan Ranch Server Room Development Project in the amount of $3,000,000 and (ii) award construction contract to Avila Construction for SVH Ryan Ranch Server Room Development Project in the amount $2,468,219.00.

Attachments:

(1) Total project estimated costs prepared March 4, 2026, at procurement phase.
(2) Bid Summary
(3) Avila Construction Bid Forms

Attachment 1

Salinas Valley Health - Ryan Ranch

Project Cost Model: RR SERVER ROOM DEVELOPMENT - 2025-924

Architect/Engineer: Aurum/Colebreit/WRD

Subject: Budget prepared at Award of Construction Contract

Date Printed: *3/4/2026*

Budget Summary				
			A	B
Line Item		Description	Budget	Comments
	1	**Construction**		
100		Equipment-related construction on-site	$2,468,219	Avila Construction + Generator/ATS/SWBD
101		Owner Contingency	$40,000	
	2	**Design**		
200		Design Professionals	$100,000	AOR, SEOR, MEOR, EEOR
	3	**Inspections & Consultations**		
300		Special Inspection	$15,000	Concrete and Electrical
303		Hazmat Survey	$6,000	
	4	**Permits & Fees**		
400		City of Monterey + MBARD	$35,000	
	5	**Soft Costs**		
502		Construction Management	$240,000	18 Month Program
	7	**FF&E**		
702		Generator - 500KW/625KVA	$0	Included in BL 100
703		Data + Phone Equipment	$50,000	
704		Safety Signage	$5,000	
	9			
9900		Project Contingency	$40,781	
Totals			**$3,000,000**	

Attachment 2

SALINAS VALLEY HEALTH
SALINAS VALLEY HEALTH MEDICAL CENTER
5 Lower Ragsdale Drive, Monterey, CA 93940

BACKUP GENERATOR & SERVER ROOM DEVELOPMENT
Project ID 2025-924

****DRAFT** BID RESULT SUMMARY**
DATE: February 27, 2026
BID TIME: 2:00 PM
BID OPENING: 535 E Romie Lane, Suite 6, Salinas, CA 93901

	Contractor	Contact	Email Address	Phone Number	Base Bid + Allowances	Comments
1	Avila Construction **	Jonah Shannon	jonah@avilaconst.com	831-917-1271	$ 2,468,219.00	
2						
3						
4						
	** Apparent Low Bidder					
	SVMHS reserves the right to reject any or all bids and to wavie any informalities in the bidding, or in any bid received.					

	Documents Accompanying Bid	Contractor 1	Contractor 2	Contractor 3	Contractor 4
A	Bid Letter	X			
B	Addenda A & B	X			
C	List of Subcontracotrs	X			
D	Disqualification Questionnaire	X			
E	Insurance Requirements	X			
F	Bid Bond	X			
G	Non-Collusion Affidavit	X			

Attachment 3

BID LETTER
FOR SALINAS VALLEY HEALTH

SVH BACKUP GENERATOR & SERVER ROOM DEVELOPMENT

Pursuant to the Notice Inviting Bids, the undersigned bidder herewith submits a bid on the Bid Forms attached hereto and made a part hereof, and binds itself on award by Salinas Valley Health under this bid to execute a Contract in accordance with its bid and the Contract Documents.

The Notice Inviting Bids, Instructions to Bidders, General Requirements, Supplementary Conditions, Technical Specifications, Appendices, Contract Drawings, and Addenda, if any, are made part of this bid and all provisions thereof are hereby accepted, and all representations and warranties required thereby are hereby affirmed.

This offer shall be irrevocable for a period of ninety (90) days after the date on which bids are opened.

The undersigned bidder understands that any clarification made to the above or any new and different conditions or information submitted on or with its Bid Forms, other than that requested, may render the bid non-responsive.

The undersigned, as bidder, declares that the only persons or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm or corporation and in submitting this bid, that it has carefully examined the location of the proposed work, the attached proposed form of contract, and the plans, specifications and the other Contract Documents; and agrees if this bid is accepted, that it will contract with SVH, on the form of contract included with these specifications, to provide all necessary labor, materials, equipment, machinery, apparatus and other means of construction, and to do all the work specified in the Contract Documents, in the manner and time therein prescribed, and according to the requirements of the Owner's Designated Representative as therein set forth, and that he will accept all full payment therefore based on the item prices set forth in its Schedule of Bid Prices.

The prices included within the Schedule of Bid Prices include all costs for labor, materials, tools, equipment, services, subcontractors, suppliers, taxes, insurance, shipment, delivery, overhead, profit and all other costs necessary to perform the work in accordance with the Contract Documents.

The undersigned bidder acknowledges receipt, understanding, and full consideration of the following addenda to the Contract Documents:

ADDENDA NOS. (if none, so state): A - 1/29/26 and B - 2/23/26

Name of Bidder: Avila Brothers Inc. dba Avila Construction Company

Business Address: 12 Thomas Owens Way, Suite 200 Monterey, CA 93940

Phone: 831-372-5580 Fax: 831-372-5584

Contractor's License No. 550380

License Expiration Date 12/31/2026

Classification Type

If SOLE OWNER, sign here:

I sign as sole owner of the business named above:

_____

If PARTNERSHIP, one or more partners sign here:

The undersigned certify that we are partners in the business named above and that we sign this bid with the full authority to do so:

_____

_____

If CORPORATION, execute here:

Corporate Name: Avila Brothers Inc. dba Avila Construction Company

Incorporated under the laws of the State of California

The undersigned certify that they sign this bid with the full and proper authorization so to do:

By _____	By _____
*Signature of Authorized Official**	*Signature of Authorized Official**
President	CFO
Title	*Title*
Steven M. Avila	Michael J. Avila
Typewritten or Printed Name	*Typewritten or Printed Name*

If JOINT VENTURE, execute here:

Joint Venture name composed of: _____

The undersigned certify that they sign this bid with the full and proper authorization so to do:

_____	_____
*Signature of Authorized Official**	*Signature of Authorized Official**
_____	_____
Title	*Title*
_____	_____
Typewritten or Printed Name	*Typewritten or Printed Name*

*If bidder is a partnership or Joint Venture, give the full names of all partners and/or Joint Ventures in the space provided (use additional sheet if required). If bidder is a corporation, two signatures are required as follows: (1) the Chairman, President, or Vice-President and (2) the Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer. In the alternative, this Agreement may be executed by a single officer or a person other than an officer provided that evidence satisfactory to SVH is provided demonstrating that such individual is authorized to bind the corporation (example, a copy of a certified resolution from the corporation's board or a copy of the corporation's bylaws)

END OF BID LETTER

SECTION 00 41 00

SCHEDULE OF BID PRICES

7.03 GENERAL INSTRUCTIONS

A. Bidders are directed to submit a lump sum price for all Work set forth in the Contract Documents in the space for the "Base Bid" amount in the Schedule of Bid Prices. This lump sum shall include all costs for labor, materials, tools, equipment, services, subcontractors, suppliers, taxes, insurance, shipment, delivery, overhead, profit and all other costs necessary to perform the Work in accordance with the Contract Documents.

B. Unit prices and lump sum prices must be entered in the appropriate spaces provided in the Schedule. Unit prices shall be multiplied by the Quantities shown, and the total shall be inserted in the AMOUNT column. In the event of any error or discrepancy between the Unit Price and the calculated AMOUNT, the Unit Price shall govern. Owner may correct any mathematical errors apparent on the face of the bid.

SALINAS VALLEY HEALTH

BACKUP GENERATOR & SERVER ROOM DEVELOPMENT

SCHEDULE OF BID PRICES

BASE BID:

Contractor shall provide all materials, labor, tools, equipment and superintendence necessary to complete this project for the following amount. Contractor shall provide Contractor's profit and overhead for all allowance items identified below in the Base Bid item "A". If costs incurred exceed allowance item, Contractor shall be allowed to markup the difference between the allowance and actual by a maximum of 5%. If the actual cost is less than the allowance item, Contractor shall credit the Owner the difference, including profit and overhead added to item "A".

"A" $2,446,719.00

ALLOWANCE B:

Contractor shall include an allowance of $7,500 in their bid to provide all labor, equipment, transportation and superintendence necessary to replace landscaping adjacent to exterior area of work. Contractor shall submit complete documentation of costs incurred for this work during the project and any remaining balance will be adjusted by deductive change order credited back to the Owner. All profit and overhead for this allowance item shall be provided for in item "A".

"B" $7,500.00

COMPENSABLE DELAY AMOUNT:

Contractor shall provide all materials, labor, tools, equipment and superintendence necessary to complete any additional work required as a result of non-Contractor caused delays for the following amount:

$1,400.00 per day x 10 days delay (est.) = **"C"** $14,000.00

GRAND TOTAL BID PRICE:

Base bid plus total **(A + B + C)**

$2,468,219.00

END OF SECTION 00 41 00

SALINAS VALLEY HEALTH

SALINAS VALLEY MEMORIAL HEALTHCARE SYSTEM
Monterey, California

ADDENDUM A
TO THE
BID DOCUMENTS FOR SVH BACKUP GENERATOR & SERVER ROOM DEVELOPMENT

ISSUED: January 29, 2026

This Addendum A must be signed by the bidder and included in the bid documents submitted for this Project. Salinas Valley Health reserves the right to disregard any bid, which does not include this Addendum A. Salinas Valley Health may waive this requirement at its sole discretion.

SEE ATTACHED ADDENDUM ITEM

Prepared By:

Brianna Jesse
SVH Designated Representative

BIDDER'S CERTIFICATION

I acknowledge receipt of this Addendum A and accept all conditions contained herein.

Bidder's Signature

02/24/2026
Date

Avila Brothers Inc. dba Avila Construction Company
Name of Company

Please return this signed page to Brianna Jesse at SVH as soon as possible and include with Bid Forms to confirm receipt of this addendum. Please email as a PDF to bjesse@bogardconstruction.com.

SALINAS VALLEY HEALTH

SALINAS VALLEY MEMORIAL HEALTHCARE SYSTEM
Monterey, California

ADDENDUM B
TO THE
BID DOCUMENTS FOR SVH BACKUP GENERATOR & SERVER ROOM DEVELOPMENT

ISSUED: February 23, 2026

This Addendum B must be signed by the bidder and included in the bid documents submitted for this Project. Salinas Valley Health reserves the right to disregard any bid, which does not include this Addendum B. Salinas Valley Health may waive this requirement at its sole discretion.

SEE ATTACHED ADDENDUM ITEM

Prepared By:

Brianna Jesse
SVH Designated Representative

BIDDER'S CERTIFICATION

I acknowledge receipt of this Addendum B and accept all conditions contained herein.

Bidder's Signature

02/24/2026
Date

Avila Brothers Inc. dba Avila Construction Company
Name of Company

Please return this signed page to Brianna Jesse at SVH as soon as possible and include with Bid Forms to confirm receipt of this addendum. Please email as a PDF to bjesse@bogardconstruction.com.

LIST OF SUBCONTRACTORS

The Bidder is required to furnish the following information in accordance with the provisions of Sections 4100 to 4114, inclusive, of the Public Contract Code of the State of California. This list and information shall include all subcontractors that will perform work, provide labor or render services to the Bidder in connection with the project in an amount in excess of one-half of one percent of the total amount of Bidder's Grand Total Bid Price.

Do not list alternative subcontractors for the same work. Use additional sheets if necessary.

NAME OF SUBCONTRACTOR	LICENSE NUMBER AND DIR REG NO.	LOCATION OF/ PLACE OF BUSINESS	PORTION OF WORK
1. GOLZ CONSTRUCTION INC	946565 / 1000025049	Salinas, CA	Sitework/Concrete
2. California Acoustics	991823 / 1000007264	Carmel Valley, CA	Acoustic Ceilings
3.			
4.			
5. Quality Plumbing Associates Inc	927690 / 1000022160	Salinas, CA	Plumbing
6. Geo Wilson	950443/1042403 / 1000058980	Santa Cruz, CA	HVAC
7. Central Valley Electric, Inc.	663863 / 1000022574	Modesto, CA	Electrical
8. Johnson Electronics	850025 / 1000000049	Salinas, CA	Low Voltage
9.			
10.			

END LIST OF SUBCONTRACTORS

DISQUALIFICATION QUESTIONNAIRE

The Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the Bidder, any officer of the Bidder, or any employee of the Bidder who has proprietary interest in the Bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No X

If the answer is yes, explain the circumstances in the following space.

NAME OF BIDDER: Avila Brothers Inc. dba Avila Construction Company

NOTE: This questionnaire constitutes a part of the Bid, and signature on the portion of this Bid shall constitute signature on this questionnaire.

END OF DISQUALIFICATION QUESTIONNAIRE

ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS

Included in the Bid Price is full compensation for the requirements set forth in Section 00 86 00, INSURANCE REQUIREMENTS of the Contract Documents, including:

a) Workers' Compensation (per statutory requirement).

Policy shall include a waiver of subrogation.

b) Employer's Liability coverage.

Two Million Dollars ($2,000,000) per accident; and

Two Million Dollars ($2,000,000) each employee by disease.

c) Commercial General Liability coverage (including but not limited to premises and operations; contractual liability; personal and advertising injury; explosion, collapse, and underground coverage; products and completed operations, and; broad form property damage) of not less than:

Two Million Dollars ($2,000,000) combined single limit per occurrence or claim; and

Two Million Dollars ($2,000,000) general aggregate.

Policy shall include a Waiver of Subrogation and Additional Insured endorsement. Policy will also contain either a Cross Liability endorsement or Severability of Interests Clause.

d) Business Automobile Liability Insurance coverage of not less than:

Two Million Dollars ($2,000,000) combined single limit occurrence.

Policy shall include a Waiver of Subrogation and Additional Insured endorsement.

CFO — 2-27-2026

Signature of Bidder/Title — Date

END OF ACKNOWELDGEMENT OF INSURANCE REQUIREMENTS

BIDDER'S BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That Avila Brothers, Inc. dba Avila Construction Company, as Principal, and Nationwide Mutual Insurance Company, as Surety, are held and firmly bound unto Salinas Valley Health, hereinafter called SVH, in the sum of ($)Ten Percent, being at least ten percent (10%) of the total amount of the bid, for the payment of which sum in lawful money of the United States of America to SVH we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of the above obligation is such that, whereas the Principal has submitted said bid to SVH;

NOW, THEREFORE, if the principal is awarded a Contract by SVH and, within the time and in the manner required by the Specifications, enters into a written Contract with SVH and furnishes the requisite bond or bonds and insurance certificates, then this obligation shall become null and void, otherwise to remain in full force and effect.

In the event suit is brought upon this bond by SVH and judgment is recovered, the Surety shall pay all costs incurred by SVH in such suit, including a reasonable attorneys fee to be fixed by the Court.

Dated February 17, 2026.

TO BE CONSIDERED COMPLETE, BOTH THE PRINCIPAL AND SURETY MUST SIGN THIS BIDDER'S BOND. IN ADDITION, THE SURETY'S SIGNATURE MUST BE NOTARIZED AND A COPY OF THE SURETY'S POWER OF ATTORNEY MUST BE ATTACHED.

Avila Brothers, Inc. dba Avila Construction Company

Principal

By: _____

Nationwide Mutual Insurance Company

Surety

By: _____
Patricia S. Arana, Attorney-In-Fact
One West Nationwide Blvd., 1-14-301
Columbus, OH 43215-2220

Address of Surety

END OF BIDDERS BOND

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT — Civil Code § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

State of California)
) ss
County of Los Angeles)

On Feb. 17, 2026, before me, C.L. Hernandez, Notary Public, personally appeared Patricia S. Arana, who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is~~/are~~ subscribed to the within instrument and acknowledged to me that ~~he/~~she~~/they~~ executed the same in ~~his/~~her~~/their~~ authorized capacity~~(ies)~~, and that by ~~his/~~her~~/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

C. L. HERNANDEZ
Notary Public - California
Los Angeles County
Commission # 2414374
My Comm. Expires Sep 27, 2026

Signature: C. L. Hernandez

(Seal)

C.L. Hernandez, Notary Public

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:
CHARLENE K NAKAMURA; EDGAR S ALBRECHT; LISA L THORNTON; MARIA PENA; NATALIE K TROFIMOFF; NOEMI QUIROZ; PATRICIA S ARANA; TIMOTHY M TOMKO

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf on the date thereof any and all: (i)bonds and undertakings; (ii) Proposal Bonds; (ii) Letters of Surety; (iv) Consent of Surety; and (v) other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 23rd day of October, 2025.

Antonio C. Albanese, **Vice President** of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF OHIO COUNTY OF FRANKLIN: ss
On this 23rd day of October, 2025, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

Karen L. Karn
Notary Public, State of Ohio
No. 2018-RE-719796
Commission Expires July 7, 2028

Notary Public
My Commission Expires
July 7, 2028

CERTIFICATE

I, Lezlie F. Chimienti, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 17th day of February, 2026.

Assistant Secretary

BDJ 1(10-25)00

CALIFORNIA ACKNOWLEDGMENT CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Monterey

On February 18, 2026 (Date) before me, Natalie A. Rainaud, Notary Public (Here Insert Name and Title of the Officer)

personally appeared ***Michael J Avila********** (Name(s) of Signer(s))

**********,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

NATALIE A. RAINAUD
Notary Public - California
Monterey County
Commission # 2443510
My Comm. Expires May 5, 2027

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Natalie A. Rainaud
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Bidder's Bond-SVH Backup Generator

Document Date: February 17, 2026 Number of Pages: 1

Signer(s) Other Than Named Above: Patricia S Arana, Attorney-In-Fact

Capacity(ies) Claimed by Signer(s)

Signer's Name: Michael J Avila	Signer's Name:
XXCorporate Officer – Title(s):	☐ Corporate Officer – Title(s):
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other:	☐ Other:
Signer is Representing:	Signer is Representing:

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the CFO of Avila Brothers Inc. dba Avila Construction Company, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on February 27th, 2026 [date], at Monterey [city], California [state]."

Signature of Bidder

CFO
Title

2-27-26
Date

END OF NON-COLLUSION AFFIDAVIT

BIDDER'S REQUEST FOR INFORMATION

Type in all required blanks. Include additional information on separate sheets as necessary.
Please email Word document to Owner's Representative.

Project Name: SVH BACKUP GENERATOR & SERVER ROOM DEVELOPMENT

SVH Project ID: 2025-924 BRFI Number____ Bidder's Tracking Number 1___

Title of Issue: Alternate Pricing

Contract Document Reference Pertaining to Issue:

Drawing Sheet N/A Detail N/A Specification Section 00 41 00 Article/Paragraph_____

Description of Issue:

Plans indicate alternate pricing is being requested for generator system but bid documents 00 41 00 Schedule of Bid Prices do not reflect this request. Please provide direction .

Contractor's Proposed Solution:

Avila Construction Company
Contractor

Avila Construction Company
Name/Company of party originating BRFI and Relationship to Contractor

Michael J. Avila
Signature and printed name of Contractor's representative

2/9/2026
Date

☐ Additional _____ sheets are attached.

Architect's Response:

For Architect & Engineer of Record

Date

Additional _____ sheets are attached.

END OF BIDDER'S REQUEST FOR INFORMATION

BIDDER'S REQUEST FOR INFORMATION

Type in all required blanks. Include additional information on separate sheets as necessary.
Please email Word document to Owner's Representative.

Project Name: SVH BACKUP GENERATOR & SERVER ROOM DEVELOPMENT

SVH Project ID: 2025-924 BRFI Number____ Bidder's Tracking Number 2

Title of Issue: Flooring Scope

Contract Document Reference Pertaining to Issue:

Drawing Sheet N/A Detail N/A Specification Section N/A Article/Paragraph_____

Description of Issue:

At the pre-bid walk through it was mentioned that flooring would be replaced but plans do not reflect this neither do the specifications, if needed please provide scope and specifications for pricing into bid scope

Contractor's Proposed Solution:

Avila Construction Company
Contractor

Avila Construction Company
Name/Company of party originating BRFI and Relationship to Contractor

Michael J. Avila
Signature and printed name of Contractor's representative

2/9/2026
Date

☐ Additional _____ sheets are attached.

Architect's Response:

For Architect & Engineer of Record

Date

Additional _____ sheets are attached.

END OF BIDDER'S REQUEST FOR INFORMATION

BIDDER'S REQUEST FOR INFORMATION

Type in all required blanks. Include additional information on separate sheets as necessary.
Please email Word document to Owner's Representative.

Project Name: SVH BACKUP GENERATOR & SERVER ROOM DEVELOPMENT

SVH Project ID: 2025-924 BRFI Number____ Bidder's Tracking Number 3

Title of Issue: Distribution Panel RPDP

Contract Document Reference Pertaining to Issue:

Drawing Sheet E101 Detail N/A Specification Section N/A Article/Paragraph_____

Description of Issue:

Sheet E101 indicates removal of distribution panel RPDP but onsite review there are existing live circuits being fed from this panel. Please provide single line and revised panel schedule to reflect what is to be done with existing live circuits upon removal of panel

Contractor's Proposed Solution:

Avila Construction Company
Contractor

Avila Construction Company
Name/Company of party originating BRFI and Relationship to Contractor

Michael J. Avila
Signature and printed name of Contractor's representative

2/9/2026
Date

☐ Additional _____ sheets are attached.

Architect's Response:

For Architect & Engineer of Record

Date

Additional _____ sheets are attached.

END OF BIDDER'S REQUEST FOR INFORMATION

BIDDER'S REQUEST FOR INFORMATION

Type in all required blanks. Include additional information on separate sheets as necessary.
Please email Word document to Owner's Representative.

Project Name: SVH BACKUP GENERATOR & SERVER ROOM DEVELOPMENT

SVH Project ID: 2025-924 BRFI Number____ Bidder's Tracking Number 3.1

Title of Issue: Branch Conduit & Subpanel Feeds

Contract Document Reference Pertaining to Issue:

Drawing Sheet E101 Detail N/A Specification Section N/A Article/Paragraph_____

Description of Issue:

Please confirm that where circuits in the referenced panel are indicated to be shut off at the breaker (per RFI Item 3), the associated branch conduits and any subpanels fed from this panel are also to be removed as part of the scope of work.

Contractor's Proposed Solution:

Avila Construction Company
Contractor

Avila Construction Company
Name/Company of party originating BRFI and Relationship to Contractor

Michael J. Avila
Signature and printed name of Contractor's representative

2/9/2026
Date

☐ Additional _____ sheets are attached.

Architect's Response:

For Architect & Engineer of Record

Date

Additional _____ sheets are attached.

END OF BIDDER'S REQUEST FOR INFORMATION

BIDDER'S REQUEST FOR INFORMATION

Type in all required blanks. Include additional information on separate sheets as necessary.
Please email Word document to Owner's Representative.

Project Name: SVH BACKUP GENERATOR & SERVER ROOM DEVELOPMENT

SVH Project ID: 2025-924 BRFI Number____ Bidder's Tracking Number 4

Title of Issue: Ceiling Scope of Work

Contract Document Reference Pertaining to Issue:

Drawing Sheet A202 Detail 2 Specification Section N/A Article/Paragraph N/A

Description of Issue:

Please confirm that scope of work stated on 2/A202 is not the complete area of work and that the ceiling system in the adjecent room will need to be removed and replaced to install new mechanical scope per the mechanical drawing ~~and note 8 will apply to the space adjcent that is not shown~~

Contractor's Proposed Solution:

Avila Construction Company
Contractor

Avila Construction Company
Name/Company of party originating BRFI and Relationship to Contractor

Michael J. Avila
Signature and printed name of Contractor's representative

2/9/2026
Date

☐ Additional _____ sheets are attached.

Architect's Response:

For Architect & Engineer of Record

Date

Additional _____ sheets are attached.

END OF BIDDER'S REQUEST FOR INFORMATION

BIDDER'S REQUEST FOR INFORMATION

Type in all required blanks. Include additional information on separate sheets as necessary.
Please email Word document to Owner's Representative.

Project Name: SVH BACKUP GENERATOR & SERVER ROOM DEVELOPMENT

SVH Project ID: 2025-924 BRFI Number____ Bidder's Tracking Number 5

Title of Issue: Missing Notes

Contract Document Reference Pertaining to Issue:

Drawing Sheet A202 Detail 3 & Specification Section N/A Article/Paragraph N/A

Description of Issue:

Note number 8 A/A202 is missing on detail 3/A202 please confirm

Contractor's Proposed Solution:

Avila Construction Company
Contractor

Avila Construction Company
Name/Company of party originating BRFI and Relationship to Contractor

Michael J. Avila
Signature and printed name of Contractor's representative

2/9/2026
Date

☐ Additional _____ sheets are attached.

Architect's Response:

For Architect & Engineer of Record

Date

Additional _____ sheets are attached.

END OF BIDDER'S REQUEST FOR INFORMATION

BIDDER'S REQUEST FOR INFORMATION

Type in all required blanks. Include additional information on separate sheets as necessary.
Please email Word document to Owner's Representative.

Project Name: SVH BACKUP GENERATOR & SERVER ROOM DEVELOPMENT

SVH Project ID: 2025-924 BRFI Number____ Bidder's Tracking Number 6___

Title of Issue: Plumbing Specifications

Contract Document Reference Pertaining to Issue:

Drawing Sheet N/A Detail N/A Specification Section N/A Article/Paragraph N/A

Description of Issue:
Please provide plumbing specificatins for condensate drainage and gas lines required

Contractor's Proposed Solution:

Avila Construction Company
Contractor

Avila Construction Company
Name/Company of party originating BRFI and Relationship to Contractor

Michael J. Avila
Signature and printed name of Contractor's representative

2/9/2026
Date

☐ Additional _____ sheets are attached.

Architect's Response:

For Architect & Engineer of Record

Date

Additional _____ sheets are attached.

END OF BIDDER'S REQUEST FOR INFORMATION

BIDDER'S REQUEST FOR INFORMATION

Type in all required blanks. Include additional information on separate sheets as necessary.
Please email Word document to Owner's Representative.

Project Name: SVH BACKUP GENERATOR & SERVER ROOM DEVELOPMENT

SVH Project ID: 2025-924 BRFI Number____ Bidder's Tracking Number 7___

Title of Issue: Wet Fire Sprinkler System

Contract Document Reference Pertaining to Issue:

Drawing Sheet N/A Detail N/A Specification Section N/A Article/Paragraph N/A

Description of Issue:

Modifications to the wet fire sprinkler system is noted as deffered but actual scope is unclear if new HVAC or Electrical system will require a re-design of existing system,

Contractor's Proposed Solution:

Avila Construction Company
Contractor

Avila Construction Company
Name/Company of party originating BRFI and Relationship to Contractor

Michael J. Avila
Signature and printed name of Contractor's representative

2/9/2026
Date

☐ Additional _____ sheets are attached.

Architect's Response:

For Architect & Engineer of Record

Date

Additional _____ sheets are attached.

END OF BIDDER'S REQUEST FOR INFORMATION

BIDDER'S REQUEST FOR INFORMATION

Type in all required blanks. Include additional information on separate sheets as necessary.
Please email Word document to Owner's Representative.

Project Name: SVH BACKUP GENERATOR & SERVER ROOM DEVELOPMENT

SVH Project ID: 2025-924 BRFI Number____ Bidder's Tracking Number 8

Title of Issue: Fire Alarm System

Contract Document Reference Pertaining to Issue:

Drawing Sheet N/A Detail N/A Specification Section N/A Article/Paragraph N/A

Description of Issue:

Modifications to the fire alarm system is noted as deffered but actual scope is unclear if new HVAC or Electrical system will require a re-design of existing system,

Contractor's Proposed Solution:

Avila Construction Company
Contractor

Avila Construction Company
Name/Company of party originating BRFI and Relationship to Contractor

Michael J. Avila
Signature and printed name of Contractor's representative

2/9/2026
Date

☐ Additional _____ sheets are attached.

Architect's Response:

For Architect & Engineer of Record

Date

Additional _____ sheets are attached.

END OF BIDDER'S REQUEST FOR INFORMATION

BIDDER'S REQUEST FOR INFORMATION

Type in all required blanks. Include additional information on separate sheets as necessary.
Please email Word document to Owner's Representative.

Project Name: SVH BACKUP GENERATOR & SERVER ROOM DEVELOPMENT

SVH Project ID: 2025-924 BRFI Number____ Bidder's Tracking Number 9___

Title of Issue: As Built Drawings

Contract Document Reference Pertaining to Issue:

Drawing Sheet N/A Detail N/A Specification Section N/A Article/Paragraph N/A

Description of Issue:

Please provide available as-built drawings or original design documents for above-ceiling conditions, including Electrical, Fire Alarm, Mechanical ductwork, and Plumbing piping. The current bid documents do not appear to reflect ~~existing improvements within concealed ceiling spaces, which are necessary to accurately determine the scope~~ required for installation of new work.

Contractor's Proposed Solution:

Avila Construction Company
Contractor

Avila Construction Company
Name/Company of party originating BRFI and Relationship to Contractor

Michael J. Avila
Signature and printed name of Contractor's representative

2/11/2026
Date

☐ Additional _____ sheets are attached.

Architect's Response:

For Architect & Engineer of Record

Date

Additional _____ sheets are attached.

END OF BIDDER'S REQUEST FOR INFORMATION

BIDDER'S REQUEST FOR INFORMATION

Type in all required blanks. Include additional information on separate sheets as necessary.
Please email Word document to Owner's Representative.

Project Name: SVH BACKUP GENERATOR & SERVER ROOM DEVELOPMENT

SVH Project ID: 2025-924 BRFI Number____ Bidder's Tracking Number 10

Title of Issue: Hallway Closure

Contract Document Reference Pertaining to Issue:

Drawing Sheet N/A Detail N/A Specification Section N/A Article/Paragraph N/A

Description of Issue:

When ceilings are removed to facilitate installation of new work, please confirm the anticipated duration of hallway closure required to perform the work. If hallway closure is not permitted and work must be performed during off-hours, please clarify the required daytime lighting levels and operational requirements for the corridor. Refer to attached sketch.

Contractor's Proposed Solution:

Avila Construction Company
Contractor

Avila Construction Company
Name/Company of party originating BRFI and Relationship to Contractor

Michael J. Avila
Signature and printed name of Contractor's representative

2/11/2026
Date

☑ Additional 1 sheets are attached.

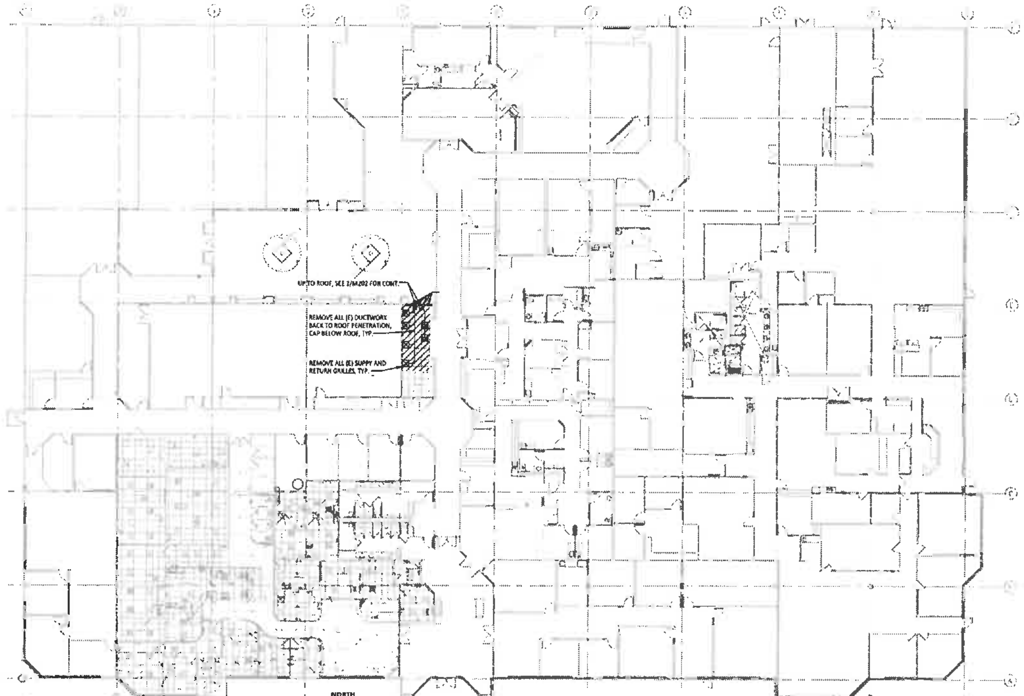
Architect's Response:

For Architect & Engineer of Record

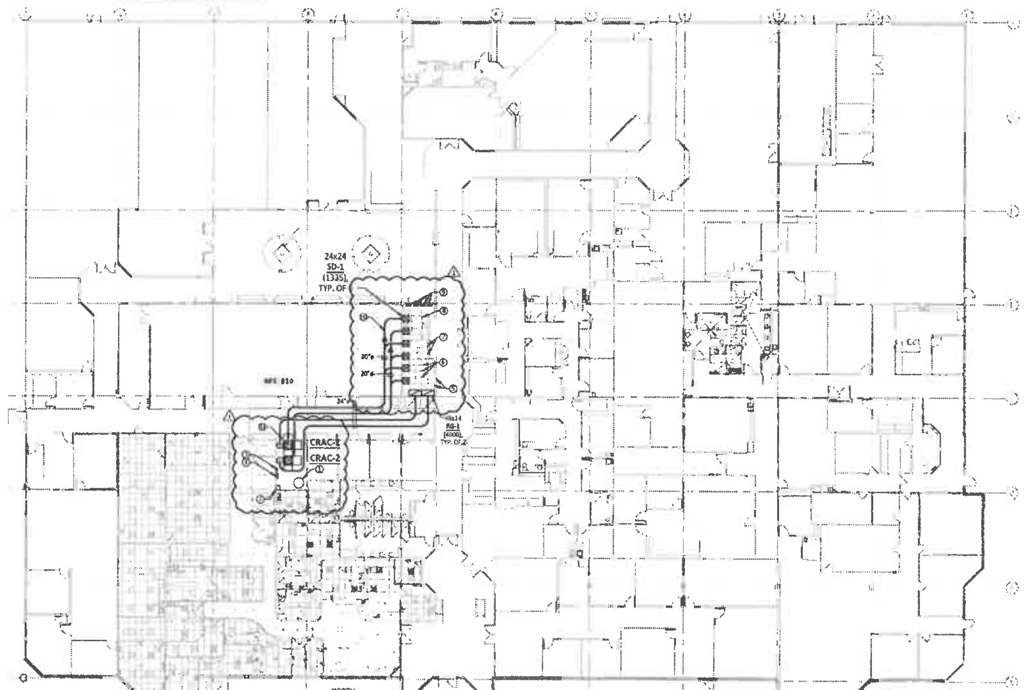
Date

Additional _____ sheets are attached.

END OF BIDDER'S REQUEST FOR INFORMATION



1 M201 FLOOR PLAN - MECHANICAL - DEMO
SCALE: 1/16" = 1'-0"
NORTH



2 M201 FLOOR PLAN - MECHANICAL - NEW
SCALE: 1/16" = 1'-0"
NORTH

KEY NOTES:

1. (E) WATER HEATER TO REMAIN
2. (E) MOP SINK TO REMAIN
3. CRAC-1/2 LEAK DETECTION MODULES MOUNT AT 48" AFF
4. CRAC-1/2 CONTROLLER MOUNT AT 48" AFF
5. REMOTE TEMP. SENSORS FOR CRAC-1 & CRAC-2 MOUNT AT 4'-0" A.F.F.
6. NEW IT SERVER RACKS
7. IT UPC
8. IT SERVER RACK - EXISTING TO REMAIN
9. ELECTRICAL PANELS - EXISTING TO REMAIN
10. 16"Ø SUPPLY AIR DUCT RUNOUT TO NEW SD-1, TYP. OF 6
11. MOUNT CRAC-1,2 ON MANUFACTURER'S UPFLOW REAR RETURN FLOOR STAND ROUTE REFRIGERANT LINESETS ABOVE CEILING IN HALLWAY THEN PENETRATE ROOF ADJACENT TO THE CONDENSING UNITS.

WR&D
WALD RUHNKE & DOST ARCHITECTS LLP
2340 GARDEN ROAD, SUITE 100
MONTEREY, CALIFORNIA 93940
PHONE: 831 649 4642
FAX: 831 649 3530
WWW.WRDARCH.COM

SALINAS VALLEY HEALTH
BACKUP GENERATOR ADDITION

SALINAS VALLEY HEALTH
5 LOWER RAGSDALE DRIVE
MONTEREY, CALIFORNIA 93940

A.P.N. 259-031-053-000

JOB NO.: 25125
PRINT DATE:
PLOT DATE: 1.16.2026
DRAWN BY:
CHECKED BY:
SET ISSUED:
PERMIT SUBMITTAL 10/31/2025
1. CITY REVISION 01/16/2026

COLEBREIT ENGINEERING
SAN JOSE | CALIFORNIA

CITY OF MONTEREY APPROVAL

SHEET NAME: FLOOR PLAN MECHANICAL
SHEET NO.: M201
FILE NAME:

BIDDER'S REQUEST FOR INFORMATION

Type in all required blanks. Include additional information on separate sheets as necessary.
Please email Word document to Owner's Representative.

Project Name: SVH BACKUP GENERATOR & SERVER ROOM DEVELOPMENT

SVH Project ID: 2025-924 BRFI Number____ Bidder's Tracking Number 11

Title of Issue: Temporary Hard partition

Contract Document Reference Pertaining to Issue:

Drawing Sheet N/A Detail N/A Specification Section N/A Article/Paragraph N/A

Description of Issue:

Please confirm whether a temporary hard partition (metal studs and drywall) will be required to separate ceiling ductwork operations within the occupied space, or if a temporary containment system (e.g., zip wall or equivalent) will be considered acceptable.

Contractor's Proposed Solution:

Avila Construction Company
Contractor

Avila Construction Company
Name/Company of party originating BRFI and Relationship to Contractor

Michael J. Avila
Signature and printed name of Contractor's representative

2/11/2026
Date

☑ Additional 1 sheets are attached.

Architect's Response:

For Architect & Engineer of Record

Date

Additional _____ sheets are attached.

END OF BIDDER'S REQUEST FOR INFORMATION

FLOOR PLAN - MECHANICAL - DEMO
FLOOR PLAN - MECHANICAL - NEW
KEY NOTES:
SALINAS VALLEY HEALTH
BACKUP GENERATOR ADDITION
SALINAS VALLEY HEALTH
5 LOWER RAGSDALE DRIVE
MONTEREY, CALIFORNIA 93940
A.P.N. 259-031-053-000
WR&D
WALD, RUHNKE & DOST ARCHITECTS LLP
2240 GARDEN ROAD, SUITE 100
MONTEREY, CALIFORNIA 93940
PHONE: 831.649.8497
FAX: 831.649.3539
WWW.WRDARCH.COM
CITY OF MONTEREY APPROVAL
COLE ENGINEERING
OAKLAND | CALIFORNIA
25125
FLOOR PLAN
MECH-NARCAL
M201

BIDDER'S REQUEST FOR INFORMATION

Type in all required blanks. Include additional information on separate sheets as necessary.
Please email Word document to Owner's Representative.

Project Name: SVH BACKUP GENERATOR & SERVER ROOM DEVELOPMENT

SVH Project ID: 2025-924 BRFI Number____ Bidder's Tracking Number 12

Title of Issue: Soil Preparation & Subgrade

Contract Document Reference Pertaining to Issue:

Drawing Sheet N/A Detail N/A Specification Section N/A Article/Paragraph N/A

Description of Issue:

Please provide specifications for excavation, soil preparation, and compaction requirements for generator pad installation, including subgrade preparation and compaction testing criteria.

Contractor's Proposed Solution:

Avila Construction Company
Contractor

Avila Construction Company
Name/Company of party originating BRFI and Relationship to Contractor

Michael J. Avila
Signature and printed name of Contractor's representative

2/11/2026
Date

☐ Additional _____ sheets are attached.

Architect's Response:

For Architect & Engineer of Record

Date

Additional _____ sheets are attached.

END OF BIDDER'S REQUEST FOR INFORMATION

BIDDER'S REQUEST FOR INFORMATION

Type in all required blanks. Include additional information on separate sheets as necessary.
Please email Word document to Owner's Representative.

Project Name: SVH BACKUP GENERATOR & SERVER ROOM DEVELOPMENT

SVH Project ID: 2025-924 BRFI Number____ Bidder's Tracking Number 13

Title of Issue: Existing Floor Finishes

Contract Document Reference Pertaining to Issue:

Drawing Sheet N/A Detail N/A Specification Section N/A Article/Paragraph N/A

Description of Issue:
Please confirm whether existing floor finishes are to be removed in areas where new housekeeping pads are being installed.

Contractor's Proposed Solution:

Avila Construction Company
Contractor

Avila Construction Company
Name/Company of party originating BRFI and Relationship to Contractor

Michael J. Avila
Signature and printed name of Contractor's representative

2/11/2026
Date

☐ Additional _____ sheets are attached.

Architect's Response:

For Architect & Engineer of Record

Date

Additional _____ sheets are attached.

END OF BIDDER'S REQUEST FOR INFORMATION

BIDDER'S REQUEST FOR INFORMATION

Type in all required blanks. Include additional information on separate sheets as necessary.
Please email Word document to Owner's Representative.

Project Name: SVH BACKUP GENERATOR & SERVER ROOM DEVELOPMENT

SVH Project ID: 2025-924 BRFI Number____ Bidder's Tracking Number 14

Title of Issue: Concrete Mix Design

Contract Document Reference Pertaining to Issue:

Drawing Sheet N/A Detail N/A Specification Section N/A Article/Paragraph N/A

Description of Issue:

Please provide concrete mix design specifications for the generator pad and housekeeping pads, including aggregate size, sand-to-cement ratio, required compressive strength, and any admixtures required for interior concrete placement.

Contractor's Proposed Solution:

Avila Construction Company
Contractor

Avila Construction Company
Name/Company of party originating BRFI and Relationship to Contractor

Michael J. Avila
Signature and printed name of Contractor's representative

2/11/2026
Date

☐ Additional _____ sheets are attached.

Architect's Response:

For Architect & Engineer of Record

Date

Additional _____ sheets are attached.

END OF BIDDER'S REQUEST FOR INFORMATION

BIDDER'S REQUEST FOR INFORMATION

Type in all required blanks. Include additional information on separate sheets as necessary.
Please email Word document to Owner's Representative.

Project Name: SVH BACKUP GENERATOR & SERVER ROOM DEVELOPMENT

SVH Project ID: 2025-924 BRFI Number____ Bidder's Tracking Number 15

Title of Issue: Payment for Permit Fees

Contract Document Reference Pertaining to Issue:

Drawing Sheet N/A Detail N/A Specification Section N/A Article/Paragraph N/A

Description of Issue:
Please clarify responsibility for payment of permit fees, as the specifications do not clearly identify the responsible party.

Contractor's Proposed Solution:

Avila Construction Company
Contractor

Avila Construction Company
Name/Company of party originating BRFI and Relationship to Contractor

Michael J. Avila
Signature and printed name of Contractor's representative

2/11/2026
Date

☐ Additional _____ sheets are attached.

Architect's Response:

For Architect & Engineer of Record

Date

Additional _____ sheets are attached.

END OF BIDDER'S REQUEST FOR INFORMATION

BIDDER'S REQUEST FOR INFORMATION

Type in all required blanks. Include additional information on separate sheets as necessary.
Please email Word document to Owner's Representative.

Project Name: SVH BACKUP GENERATOR & SERVER ROOM DEVELOPMENT

SVH Project ID: 2025-924 BRFI Number____ Bidder's Tracking Number 16

Title of Issue: Testing & Special INspections

Contract Document Reference Pertaining to Issue:

Drawing Sheet N/A Detail N/A Specification Section N/A Article/Paragraph N/A

Description of Issue:

Please clarify responsibility for payment of required testing, including but not limited to soil compaction testing, concrete compressive strength testing, and electrical system testing.

Contractor's Proposed Solution:

Avila Construction Company
Contractor

Avila Construction Company
Name/Company of party originating BRFI and Relationship to Contractor

Michael J. Avila
Signature and printed name of Contractor's representative

2/11/2026
Date

☐ Additional _____ sheets are attached.

Architect's Response:

For Architect & Engineer of Record

Date

Additional _____ sheets are attached.

END OF BIDDER'S REQUEST FOR INFORMATION

BIDDER'S REQUEST FOR INFORMATION

Type in all required blanks. Include additional information on separate sheets as necessary.
Please email Word document to Owner's Representative.

Project Name: SVH BACKUP GENERATOR & SERVER ROOM DEVELOPMENT

SVH Project ID: 2025-924 BRFI Number____ Bidder's Tracking Number 17

Title of Issue: Prequalification

Contract Document Reference Pertaining to Issue:

Drawing Sheet N/A Detail N/A Specification Section N/A Article/Paragraph N/A

Description of Issue:

Please confirm that bidder prequalification is not required, as no prequalification section or forms are included in the specifications. Clarification is requested to reconcile this with Section 2.07, Responsibility of Bidders, referenced in the Advertisement for Bids.

Contractor's Proposed Solution:

Avila Construction Company
Contractor

Avila Construction Company
Name/Company of party originating BRFI and Relationship to Contractor

Michael J. Avila
Signature and printed name of Contractor's representative

2/11/2026
Date

☑ Additional 1 sheets are attached.

Architect's Response:

For Architect & Engineer of Record

Date

Additional _____ sheets are attached.

END OF BIDDER'S REQUEST FOR INFORMATION

2.07 RESPONSIBILITY OF BIDDERS

A. All bidders which have been pre-qualified to bid on the project have been deemed to be responsible bidders, as defined in Public Contract Code Section 1103: "a bidder who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the public works contract." However, the Owner may consider any information about the bidder, including new or additional information acquired after the pre-qualification process, and revisit this determination.

BIDDER'S REQUEST FOR INFORMATION

Type in all required blanks. Include additional information on separate sheets as necessary.
Please email Word document to Owner's Representative.

Project Name: SVH BACKUP GENERATOR & SERVER ROOM DEVELOPMENT

SVH Project ID: 2025-924 BRFI Number____ Bidder's Tracking Number 18

Title of Issue: Generator Lead Time

Contract Document Reference Pertaining to Issue:

Drawing Sheet N/A Detail N/A Specification Section N/A Article/Paragraph N/A

Description of Issue:

Generator has a very long lead time that includes shop drawing preperation of 35 weeks for deilvery that does not include installation of unit, testing, commissioning nor approval review time by the engineer. Can notice to proceed be ~~held after contract execution until supplier confirms delivery date after receiving approved shop drawings back from~~ Engineer to allow enough time for construction onsite?

Contractor's Proposed Solution:

Avila Construction Company
Contractor

Avila Construction Company
Name/Company of party originating BRFI and Relationship to Contractor

Michael J. Avila
Signature and printed name of Contractor's representative

2/11/2026
Date

☐ Additional _____ sheets are attached.

Architect's Response:

For Architect & Engineer of Record

Date

Additional _____ sheets are attached.

END OF BIDDER'S REQUEST FOR INFORMATION

CA

DIR EST. 1927 State of California Department of Industrial Relations

Knowledge Public Works Register Log in

Home > Customer Account Lookup > 1000000982 - AVILA BROS., INC. DBA AVILA CONSTRUCTION

1000000982 - AVILA BROS., INC. DBA AVILA CONSTRUCTION

Customer Account Lookup

PWCR

1000000982

Contractor Status

DIR Approved

CSLB

550380

Business Phone

(831) 372-5580

Ext

Registration Start Date

2025-07-01

Legal Entity Name

AVILA BROS., INC. DBA AVILA CONSTRUCTION

Doing Business As (DBA)

Avila Construction Company

Business Structure

-- None --

President

Steven M. Avila

Email

keith@avilaconst.com

Registration End Date

2028-06-30

Crafts

Carpenter | Laborer and Related Classifications | Cement Mason

Address

Mailing Address

12 THOMAS OWENS WAYSuite 200

Mailing Address - City

MONTEREY

Mailing Address - State

CA

Mailing Address - Zip

93940

Mailing Address - Country

USA

Physical Address

12 THOMAS OWENS WAY, STE. 200

Physical Address - City

MONTEREY

Physical Address - State

CA

Physical Address - Zip

93940

Physical Address - Country

Related Lists

Registration Dates (8)

APPENDIX I

RESTATED ARTICLES OF INCORPORATION

OF

STEVE AVILA CONSTRUCTION, INC.

ARTICLE I

The name of this corporation is: Avila Brothers, Inc..

ARTICLE II

The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporation Code.

ARTICLE III

This corporation is authorized to issue one class of shares to be designated common stock. The total number of shares of common stock this corporation shall have authority to issue is 1,000,000, without par value.

ARTICLE IV

The liability of the directors of this corporation for monetary damages shall be eliminated to the fullest extent permissible under California law. Any repeal or modification of this Article IV, or the adoption of any provision of the articles of incorporation inconsistent with this Article IV, shall only be prospective and shall not adversely affect the rights under this Article IV in effect at the time of the alleged occurrence of any act or omission to act giving rise to liability.

ARTICLE V

This corporation is authorized to provide indemnification of agents (as defined in Section 317 of the California Corporation Code) through bylaw provisions, agreements with agents, vote of share holders or disinterested directors, or otherwise, in excess of the indemnification otherwise permitted by Section 317 of the California Corporations Code, subject only to the applicable limits on indemnification set forth in Section 204 of the California Corporations Code with respect to actions for breach of duty to the corporation or its shareholders. Any repeal or modification of this Article V, or the adoption of any provision of the Articles of Incorporation inconsistent with this Article V shall only be prospective and shall not adversely affect the rights under this Article V in effect at the time of the alleged occurrence of any action or omission to act giving rise to indemnification.

Avilabdestatan

ACTION BY UNANIMOUS WRITTEN CONSENT
OF THE DIRECTORS OF
STEVE AVILA CONSTRUCTION, INC.

The undersigned, constituting all of the members of the board of directors of (the "Board") of Steve Avila Construction, Inc., a California corporation (the "Corporation"), by their signature below, hereby adopt the following resolutions on behalf of the Corporation, pursuant to Section 307(b) of the California Corporations Code:

ISSUANCE OF SHARES

WHEREAS, the Board desires to compensate Michael Avila for services rendered by him to the Corporation;

NOW THEREFORE, BE IT RESOLVED, for services rendered by Michael Avila to the Corporation valued at $1000, the Board hereby sells and issues to Michael Avila 1,000 shares of common stock of the Corporation.

RESOLVED FURTHER, the officers of this Corporation are, and each acting alone is, hereby authorized and directed to issue to Michael Avila one or more share certificates of this Corporation representing the above described shares.

RESOLVED FURTHER, that the officers of this Corporation shall cause the Corporation to withhold from the compensation payable to Michael Avila all taxes required to be withheld by Federal, state or local laws as a result of the above issuance and sale of shares to him.

RESOLVED FURTHER, that it is contemplated that above issuance and sale of the Corporation's common stock shall be exempt from registration under the Securities Act of 1933, as amended, pursuant to Sections 4(2) and 3(a)(11) thereof, and from qualification under the California Corporate Securities Laws of 1968, as amended, pursuant to Section 25102(f) thereof, and each officer of this Corporation is hereby authorized and directed to take all steps necessary or desirable to comply with the applicable legal requirements of the above named exemptions, including the filing of a Notice of Transaction Pursuant to Section 25102(f) with the California Department of Corporations.

RESTATEMENT OF ARTICLES OF INCORPORATION

WHEREAS, the Board desires to change the name of the Corporation to reflect the change in ownership of the Corporation;

NOW, THEREFORE, BE IT RESOLVED, that the Restated Articles of Incorporation, attached hereto as Appendix I, are hereby approved and adopted, and the President and Secretary of the Corporation are authorized to certify the same and to file the same with the California Secretary of State.

ELECTION OF OFFICERS

WHEREAS, the Board believes it to be in the best interest of the Corporation to elect officers at this time in lieu of the holding of an annual meeting of the Board during the 1998 calendar year;

WHEREAS, Ursula V. Avila has tendered her resignation as Secretary of the Corporation effective as of June 1, 1998;

NOW, THEREFORE, BE IT RESOLVED, that the following persons are elected to the office(s) indicated next to their names to serve until their successor(s) shall be duly elected or appointed, unless they resign, are removed from office or are otherwise disqualified from serving as an officer of this Corporation, and to take their respective office(s) effective as of June 1, 1998:

Office	Name
President and Chief Executive Officer	Steve M. Avila
Chief Financial Officer and Secretary	Michael Avila

ACCEPTANCE OF RESIGNATION

WHEREAS, Ursula V. Avila desires to resign from the Board effective as of June 1, 1998;

RESOLVED, the resignation of Ursula V. Avila as a member of the Board is hereby accepted effective as of June 1, 1998.

OMNIBUS RESOLUTIONS.

RESOLVED FURTHER, that the officers of this Corporation be, and each individually is, hereby authorized to do and perform any and all such acts, including execution of any and all documents and certificates, as said officers shall deem necessary or advisable, to carry out the purposes of the foregoing resolutions.

This Action by Unanimous Written Consent shall be filed in the minute book of this Corporation and become a part of the records of this Corporation.

Dated: May 30, 1998

Steve M. Avila, Director

Ursula V. Avila, Director

AVILA\DOC\lcoas.1

Board Paper: Finance Committee

Agenda Item:	Consider Recommendation for Board Approval of Contract Award to Vizient, Inc. for Vizient Data Connector (VDC) and Clinical Data Base (CDB)
Executive Sponsor:	Timothy Albert, MD, CCO
Date:	March 16, 2026

Executive Summary

The Vizient, Inc. Clinical Data Base (CDB) and Vizient Data Connector (VDC) together are a powerful healthcare analytics platform that helps hospitals benchmark performance, identify improvement opportunities, and ensure regulatory compliance. By providing high-quality, transparent data on patient outcomes — such as mortality, length of stay, complications, and readmissions — CDB enables organizations to reduce care variation, optimize resource utilization and improve documentation and coding. With clinical benchmarking tools like dashboards and customizable reports, providers can quickly assess performance and make data-driven decisions. Ultimately, CDB and VCD empower healthcare organizations to enhance quality, safety, and financial outcomes through actionable insights tailored to their patient population.

Background/Situation

Vizient, Inc. helps drive quality, efficiency, and cost-performance across the care continuum. Members gain insight into clinical, financial and operational performance improvement opportunities through advanced analytics and advisory services. They share leading practices, improve target outcomes for quality and safety, and build market strategies that help organizations position themselves to thrive in today's health care industry

Timeline/Review Process to Date:

Fall 2025, contract negotiations initiated

March 2026, contract finalization

April 2026, implementation initiated

September 2026, implementation and data validation completed

Strategic Plan Alignment:

This implementation will be in support of the quality metrics in the balanced scorecard

Pillar/Goal Alignment:

☐X Service ☐ People ☐X Quality ☐ Finance ☐X Growth ☐ Community

Financial/Quality/Safety/Regulatory Implications:

Key Contract Terms	Vendor:
1. Proposed effective date	Implementation to begin April 1, 2026. Implementation and data validation complete September 30, 2026.
2. Term of agreement	5-years

3. Renewal terms	No automatic renewal
4. Termination provision(s)	For cause
5. Payment Terms	Annually
6. Annual cost	*See attachment 1
7. Cost over life of agreement	$1,400,782
8. Budgeted (indicate y/n)	N

Recommendation

Consider Recommendation for Board Approval of Contract Award to Vizient, Inc. for Vizient Data Connector (VDC) and Clinical Data Base (CDB) in the amount of $1,400,782.

Attachments

(1) Table of full expenses

(2) Competitive Solicitation Checklist

(3) Sole Source Justification

(4) Clinical Data Base (CDB) Contract

(5) Vizient Data Connector (VDC) Contract

Attachment 1:

Vizient Clinical Data Base (CDB) Annual Fees:

Date	4/1/2026	4/1/2027	4/1/2028	4/1/2029	4/1/2030	
Meditech Implementation Fee	$20,000					
VDC	**$50,000**	**$51,500**	**$53,045**	**$54,636**	**$56,275**	
CDB	**$205,274**	**$211,432**	**$217,775**	**$224,308**	**$231,037**	
Total	$275,274	$262,932	$270,820	$278,944	$287,312	**$1,375,282**
					Reimplementation Fee (MAY NOT APPLY)	$25,500

BOARD or CEO Packet Submission Checklist

Consider Recommendation for Board Approval of Contract Award to Vizient, Inc. for Vizient Data Connector (VDC) and Clinical Data Base (CDB)

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

X☐ **BOARD or CEO PAPER** – required for all submissions; see attached instructions/sample

X☐ **KEY CONTRACT TERMS** – required for all submissions – see table in Board/CEO Paper

X☐ **CONTRACT** – negotiated final contract with vendor signature

X☐ **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):

X☐ 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.*
- X☐ If Sole source – provide detailed justification
- ☐ If GPO, submit qualifying verification from Materials Management

☐ If for **professional/other services or medical/surgical equipment and supplies** $400,000 or more, check applicable option and include documentation:
- ☐ RFP documentation *unless sole source or GPO applies.*
- ☐ If Sole source – provide detailed justification
- ☐ If GPO, submit qualifying verification from Materials Management

☐ If for **non-medical materials/supplies/Public Works** $25,000 or more, check applicable option and include documentation:
- ☐ RFP/Invitation for bids documentation
- ☐ If Sole source – provide detailed justification
- ☐ If GPO, submit qualifying verification from Materials Management

Legal counsel/Contract Administrator/Specialist reviewed: No___ or Yes X **___ By Whom:** Jon Baird & Natalie James

SUBMITTED BY DEPARTMENT DIRECTOR OR DEPARTMENT ADMINISTRATOR:

Branda Inman — Signature

VP Quality & RM — Title/Dept.

03/11/2026 — Date

Signature: Tim Albert
Tim Albert (Mar 12, 2026 11:57:30 PDT)

Email: talbert@salinasvalleyhealth.com

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

VP IT: (if applicable) Audrey Parks — Date: 03/12/2026

Director Supply Chain: Gary Ray, SVH CLO — Date: 03/12/2026
Gary Ray, SVH CLO (Mar 12, 2026 09:28:55 PDT)

Gary Ray, CLO, on behalf of Judi Melton, Director, Supply Chain

Justification for Sole Source Form

To: Contract Review Committee

From: Brenda Inman, Quality and Risk Management

Type of Purchase:

X☐Data Processing/Telecommunication Goods/Service of $25,000 or more
☐Purchase Service, Medical/Surgical – Supplies/Equipment of $400,000 or more
☐Non-Medical materials/supplies/Public Works of $25,000 or more

Total Cost $:	$1,400,782
Vendor Name:	Vizient, Inc.
Agenda Item:	Consider Recommendation for Board Approval of Contract Award to Vizient, Inc. for Vizient Data Connector (VDC) and Clinical Data Base (CDB)

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 SVHMC. The procurements proposed for acquisition through sole source are the only ones that can meet the district's need. I know of no conflict of interest on my part or personal involvement in any way with this request. No gratuities, favors or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers to exist.

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

X☐Licensed or patented product or service. No other vendor provides this. Warranty or defect correction service obligations of the consultant.

Vizient, Inc., is the country's largest member-owned healthcare services company. More than 69% of acute care hospitals in the country are clients of Vizient, Inc. There is no other vendor in the country that provides this same level of service to acute care hospitals.

X☐Uniqueness of the service.

Vizient, Inc. helps drive quality, efficiency, and cost performance across the care continuum. Member hospitals gain insight into clinical, financial, and operational performance improvement opportunities through advanced analytics and advisory services. Member hospitals learn from peers and share leading practices, improve target outcomes for quality and safety, and build market strategies that position them to thrive in today's health care industry.

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

Submitter Signature Brenda Inman Date: 03/11/2026

vizient.

Clinical Data Base Services
Statement of Work

Vizient, Inc., a Delaware corporation, ("Vizient") will provide the services detailed in this ***Clinical Data Base Services Statement of Work*** (this "SOW") to ***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***, ("Member") and its covered facilities set forth in Exhibit A ("Covered Facilities"), if any, for the Service Fees indicated hereunder. This SOW is made pursuant to the terms and conditions set forth in the ***Master Services Agreement*** between the Parties dated March 1, 2023 (the "Master Agreement"). As such, all capitalized terms used herein and not otherwise defined in this SOW will have the meanings ascribed to such terms in the Master Agreement. ***This SOW is effective as of April 1, 2026*** (the "Effective Date"). Vizient and Member are sometimes referred to herein individually as a "Party" and collectively as the "Parties." Any reference to, or description of any right or obligation of, "Member" in this SOW will also include Covered Facilities unless specifically delineated.

1. **Services**. Vizient will provide a subscription to Vizient's Clinical Data Base ("CDB") which allows subscribing members to compare and analyze comprehensive clinical, supply spend, and resource utilization data across service lines and expedite data collection to fulfill agency reporting requirements. Specifically, CDB leverages patient charge detail, supply spend, and resource utilization data for transparent and comprehensive comparative analysis so members can compare internal trends and performance with other member peer organizations and identify clinical practice variation, assess resource need, optimize utilization to reduce costs, and identify opportunities for clinical, operational, and financial improvement. Member will have access to clinical benchmarking tools such as dashboards, simulation calculators, and templated and customizable reports, which allow members to generate customized analytical reports to evaluate performance across Member's organization and for specific categories for in depth review of Member's supply spend and utilization performance for high-cost categories such as pharmaceuticals, imaging, and medical-surgical supplies (collectively, the "Services"). Services also include:

   1.1 **Support Services**. Ongoing remote support services to assist Member with data submission and other technical support needs. Access to training (self-service and web-based training) and educational resources. Requests for on-site training may result in additional Service Fees as mutually agreed to by the Parties in an amendment to this SOW.

   1.2 **Implementation Services**. New facilities require implementation and initial data upload ("Implementation Services") before it can access CDB. Implementation Services are provided on a per facility basis and include remote training sessions.

   1.3 **Reimplementation Services**. If Client terminates its Vizient Data Connector ("VDC") SOW during the Term, Vizient will perform a reimplementation of CDB with Client, similar to the process performed during an initial data submission for new subscribers ("Reimplementation Services"), for an additional fee described below (the "Reimplementation Services Fee").

   1.4 **Core Measures Reporting Optional Services**. In addition to the Services, Vizient will provide Client access to optional core measure reporting services ("CM Services") delivered by a third-party vendor, Medisolv, Inc. ("Medisolv"), for no additional fee. In order to subscribe to optional CM Services, Client and Medisolv must execute a mutually agreeable: i) Medisolv Product Subscription Agreement attached hereto as Exhibit B; ii) Data Authorization Form attached hereto as Exhibit D; and iii) Business Associate Agreement (collectively, the "Medisolv Agreements"). Continued participation in CM Services is contingent on the continued effectiveness of the Medisolv Agreements. CM Services will be discontinued upon the expiration or termination of any of the Medisolv Agreements, this SOW, or upon 90 days' notice from either Party to the other Party. Client acknowledges and agrees that the CM Services are provided subject solely to the terms, conditions, and obligations set forth in the Medisolv Agreements and Vizient disclaims any liability with respect to the CM Services or the Medisolv Agreements.

1.5 Protected Health Information. Services include the use of Protected Health Information ("PHI") and thus, any PHI disclosed hereunder, will be subject to the Parties' Business Associate Agreement ("BAA") dated August 9, 2021.

1.6 Optional Services. In addition to the Services described herein, Vizient may from time to time provide Member access to optional components under this SOW for no additional fee; provided, however, access to an optional component may be conditioned on Member's regular submission of certain data relevant to the functionality of such optional component. Vizient reserves the right to terminate or discontinue any optional components at any time without notice.

1.7 Member Data. Member acknowledges Services rely solely on timely receipt of complete, accurate, and relevant Member data, including clinical data, operational data, and Spend Data (as defined in the Master Agreement) (collectively, "Member Data") and Member will submit all required Member Data on a monthly basis and as may otherwise be requested by Vizient from time to time. Member Data also includes all data submitted to Medisolv for CM Services (individually, "CM Data" and collectively as, Member Data). Vizient has the right to use Member Data submitted in connection with any other Vizient services to which Member subscribes. Member's failure to provide Member Data may limit Vizient's ability to provide all or part of the Services. Vizient reserves the right to terminate this SOW immediately if Member fails to comply with this section.

1.8 Meditech Historical Data. Vizient will provide data associate support to guide specification mapping and validate file format/structure/content through an iterative process for Meditech Historical Data.

2. Materials, Licenses, and Member Obligations.

2.1 "**Materials**" means all data, databases, or property owned, licensed, leased, or developed by, or on behalf of, Vizient and provided to or accessed by Member, including all reports generated with the use of Services, pursuant to the terms of this SOW, including, without limitation, Program Data, Program Content, and Derivative Works (as defined below).

A. "**Program Data**" means all data, programs, databases, resources, and property accessed by or provided to Member as part of the Services, including all subsequent copies, reproductions, modifications, updates, reports, literary works, and other works of authorship including, but not limited to, clinical and operational databases, clinical performance data, resource utilization data, spend data, and other data provided hereunder.

B. "**Program Content**" means all Services components, including software, hardware, storage media, functionality, manuals, products, processes, calculations, algorithms, reports, user interfaces, know-how, techniques, design or submission specifications, or any other web-based application or platform or technical information made available to Member in providing access to Services, including usage and access data and information contained in websites accessed as part of the Services.

C. "**Derivative Works**" means all deliverables created by Vizient, including deliverables created by Vizient with the use of Member Data, and used for analysis purposes, to create Program Data, or made available to other Services subscribers in connection with the Services.

2.2 Licenses.

A. Ownership. Vizient owns all Materials, Program Data, Derivative Works, and all other documentation and information not specifically granted to Member hereunder. Member owns all Member Data, as submitted by Member, subject to the license and right of use expressly granted to Vizient.

B. **Member License**. Member hereby grants Vizient a royalty-free, non-exclusive, and perpetual license to access, incorporate, create, display, transmit, reproduce, and otherwise use Member Data to create Materials as necessary to provide the Services and for use by other subscribing Vizient members as part of the Services. Vizient will aggregate Member Data and apply any Services specific processing, including, but not limited to, applying risk and cost adjustment modifiers to create Materials pursuant to Vizient's standards, processes, schedules, data privacy and security, and internet security policies.

C. **Vizient License**. Vizient hereby grants Member the non-exclusive right to access and use Services, including, but not limited to, website or storage media, user manuals, or Materials, solely for Member's own internal purposes, during the Term and in accordance with the terms and conditions of this SOW.

D. **License Reservations**. Vizient reserves all rights not specifically granted to Member hereunder, including all rights, title and interest, and all derivative works thereof, including all related intellectual property rights. Except as expressly provided herein or otherwise upon Vizient's express written consent, Member will not, nor will it permit, any third party to use, receive, copy, market, sell, distribute, license, sublicense, lease, timeshare, rent, transfer, disclose, display, view, translate, modify, improve, adapt, disassemble, decompile, or reverse engineer Materials, Derivative Works, or Program Data, or any portions thereof; nor will Member create, use, or permit third parties to access or use Materials to create derivative works, improvements, products, reports, or other documentation, without Vizient's express written consent.

E. **License Limitations**. Member agrees Services are contingent on the express condition Member will: i) treat all Materials, as defined in this SOW and at all stages of creation or completion, as Vizient's intellectual property and Confidential Information (as defined in the Master Agreement); ii) use the Services for Member's internal use only; and iii) immediately notify Vizient of any unauthorized use of Services.

2.3 Member Obligations.

A. **General**. Member will: i) comply with the terms and conditions of this SOW; ii) complete all survey or intake tools; iii) submit complete, accurate, and relevant Member Data through appropriate and secure data feeds and in accordance with Vizient's data submission standards, processes, schedules, data security, and internet security policies for all Services; and iv) comply with Vizient's security and privacy procedures and maintain associated physical, technical, and administrative safeguards as needed to ensure Materials are accessed by authorized personnel only and will remain de-identified in accordance with 45 CFR Part 164.514(b), as amended.

B. **Access**. Member will not alter, modify, remove, obscure, or cover any trademark, copyright notices, or other legends or proprietary notices placed on or embedded by Vizient in the Materials, Program Data, Derivative Works, or other documentation or modify or copy any of the foregoing in any digital or electronic form without the express written permission of Vizient. Member will reproduce all such notices and legends on and in any and all backup copies of all Materials created by Member as permitted herein. In addition, Member will not attempt, nor allow or request others to attempt, to circumvent any technological measures implemented by Vizient to protect its Materials and copyrightable property. Furthermore, Member will not permit access to anyone other than through i) terminals located on Member's business premises or ii) through a Member-owned virtual private network ("VPN") accessed with Member-owned and secured equipment, which may be within Member's employee's home office(s).

C. **Internal Use Only**. Member will not, nor will it permit, any other person, entity, or party to: i) identify or re-identify, or attempt to identify or re-identify, any specific institution, physician, patient, or individual in the Materials; or ii) link any other data elements to de-identified data sets within Program Data without obtaining an expert determination that all such data sets have been statistically de-identified and will remain de-identified pursuant to 45 CFR Part 164.514(b), as amended. Notwithstanding the foregoing, Member will only use Confidential Information that is wholly or partially identifiable for internal use only and will not use any Materials or Confidential Information in any form outside Member's institution, unless

it meets all requirements in this SOW and is masked, blinded, or otherwise protected to preclude the identification of all institutions, providers, and patients. Member understands Vizient shares non-PHI Materials with other subscribers, and may do so on a hospital-specific basis, in accordance with Services standards and guidelines, and subject to contractual obligations of confidentiality with the other subscribers (see also Publication Rights below).

D. **Publication Rights**. Member may publish a review, analysis, or conduct research based on Program Data ("Publication") subject to Member's compliance of the following restrictions: i) no institution or group of institutions may be identified or identifiable; ii) Member will not compare data or other performance information with any identifiable institution or identifiable group of institutions; iii) Member will, if applicable, only use Program Data, including data generated based on or with the use of Program Data or arising from the Services provided hereunder, by aggregating such data with at least 5 other institutions; and iv) Member will obtain Vizient's prior written consent for any Publication containing Materials, including Program Data, and such Publication will include the following statement: "***The information contained in this article was based in part on data accessed as part of Vizient's Clinical Data Base subscription services***."

E. **Disclaimer. ALL SERVICES, MATERIALS, PROGRAM DATA, DERIVATIVE WORKS, OR ANY OTHER INFORMATION OR DATA PROVIDED HEREUNDER ARE PROVIDED "AS IS" AND WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED, AS TO THE VALIDITY OF ANY MATERIALS, DATA OR OTHER INFORMATION PROVIDED OR ACCESSED HEREUNDER, OR OF ITS APPROPRIATENESS FOR USE IN ANY MANNER, AND THE PARTIES EXPRESSLY EXCLUDE FROM THIS SOW ALL WARRANTIES OR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES ARISING BY LAW, STATUTE, USAGE OF TRADE, OR COURSE OF DEALING. MEMBER ACKNOWLEDGES AND AGREES ANY INFORMATION, MATERIALS, DATA, OR OTHER DOCUMENTATION AVAILABLE HEREUNDER IS NOT A SUBSTITUTE FOR MEMBER'S INDEPENDENT PROFESSIONAL JUDGMENT AND MEMBER ASSUMES ANY AND ALL RISKS ASSOCIATED WITH THE ACCURACY, USE, AND RELIANCE ON THE SERVICES, MATERIALS, OR OTHER DOCUMENTATION PROVIDED HEREUNDER.**

F. **Covered Facilities**. Member may share Materials with Covered Facilities for Covered Facilities' internal purposes only. Member represents and warrants it the right and legal authority to enter into this SOW on behalf of the Covered Facilities and has obtained all necessary and required consents and authorizations or approvals as dictated by applicable laws, rules, regulations, or policies necessary to share Materials, including Program Data, with Covered Facilities.

G. **Meditech Historical Data Implementation**, Client will provide technical resources to build, refine, validate, and securely transfer Meditech extracts/files in alignment with Vizient specifications, including SFTP setup and collaboration on content/quality validation. Client will also provide SMEs to support mapping, validation, and business/context review as needed.

3. **Term and Termination**.

3.1 Term. The term of this SOW will commence on the Effective Date and continue for **60 months** ("Term").

3.2 Termination for Convenience. This SOW may not be terminated for convenience. If the Master Agreement terminates or expires prior to the expiration of this SOW, the applicable terms and conditions of the Master Agreement will survive for the limited purpose of governing this SOW for its remaining Term.

3.3 Termination for Cause. The Parties may terminate this SOW for material breach in accordance with the terms of the Master Agreement.

3.4 Effect of Termination. Upon any termination of this SOW: i) Member will return all Materials to Vizient; and ii) all rights and licenses granted to Member hereunder will immediately terminate, together with Member's

access to Services. Member's obligations and any licenses granted to Vizient hereunder will survive any termination of this SOW indefinitely.

3.5 Sunset. Vizient reserves the right to sunset, discontinue, or outsource any element of the Services, as well as merge one or more elements of Services into another product upon reasonable notice to Member. Should Vizient sunset, discontinue, or outsource any element of the Services, Vizient shall provide Member the option at its sole discretion to terminate this SOW without penalty or additional cost.

4. Service Fees and Invoicing.

4.1 Service Fees. Vizient will provide the Services described herein to Member for an annual service fee as set forth in the table below ("Service Fees"). Vizient will provide implementation of Member's Meditech data for a fee of $20,000 ("Meditech Service Fee"). Member acknowledges and agrees Service Fees are for the Covered Facilities set forth in **Exhibit A** as of the Effective Date. Any requests to add additional facilities after the Effective Date will result in additional Service Fees as mutually agreed to by the Parties in an amendment to this SOW and Vizient has no obligation to provide Services to any facility not set forth in this SOW.

4/1/2026 – 3/31/2027	4/1/2027 – 3/31/2028	4/1/2028 – 3/31/2029	4/1/2029 – 3/31/2030	4/1/2030 – 3/31/2031
$205,274	**$211,432**	**$217,775**	**$224,308**	**$231,037**

4.2 Reimbursable Expenses. Member acknowledges and agrees Services-related expenses for on-site services and support (e.g., additional training, member presentations, and data acquisition for added facilities) such as travel, meals, lodging, and overnight mailing, ("Reimbursable Expenses") are in addition to Service Fees. Vizient agrees to provide Member with estimated expenses in advance in good faith and will request preauthorization prior to incurring any Reimbursable Expenses.

4.3 Reimplementation Services Fee. If applicable, Vizient will provide the Reimplementation Services for a one-time Reimplementation Services Fee of **$25,500**. Vizient will invoice the Reimplementation Services Fee within 30 days of the commencement of Reimplementation Services.

4.4 Invoicing and Payment. Vizient will invoice the Meditech Service Fee, in full, within 30 days of the Effective Date. Vizient will invoice annual Service Fees, in full, on each anniversary of the Effective Date. Vizient will invoice Reimbursable Expenses, as incurred, on a monthly basis. Member will pay all invoiced balances within 30 days of the invoice date.

Invoices will be addressed and delivered to:

Invoice Delivery – Primary Contact Information	
Name / Title	Accounts Payable
Address:	PO Box 3827
	Salinas, CA 93912
Email Address for Email Delivery of Invoices	accountspayable@salinasvalleyhealth.com
Name and Email Address(es) for Additional Recipient(s)	

If Member requires specific information (e.g., purchase order number) to be included in each invoice, Member will select the appropriate box below and provide the required information ***at the time Member executes this SOW,*** and annually (or as required) thereafter:

☒ Purchase Order Number _____

☐ Contract Identification Number _____

☐ Other Information _____

Questions regarding invoice delivery and/or payment status will be directed to:

Name / Title	Accounts Payable
Phone	
Email	accountspayable@salinasvalleyhealth.com

4.5 Member Statement Offset Option. If adequate funds are available, Member may elect to have invoiced Service Fees offset from Member's available cash distributions. If Member intends to elect this option, Member will request, complete, and return the Offset Authorization Form via email to vizientsupport@vizientinc.com.

IN WITNESS WHEREOF, the Parties have caused this SOW to be executed by their duly authorized representatives as of the Effective Date.

Vizient, Inc.	**Salinas Valley Memorial Healthcare System**
By: _____	By: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Please sign, scan, and email to executedagreements@vizientinc.com. Vizient will provide a fully executed electronic copy to Member.

Exhibit A
Covered Facilities

Vizient MID	Covered Facility	Medicare ID	Core Measures Y/N
58206	Salinas Valley Health Medical Center	050334	Y

EXHIBIT B
Medisolv Product Subscription Agreement Template

Master Business Agreement

between:

("Client")		**("Medisolv")**
Salinas Valley Memorial Healthcare System		Medisolv, Inc.
450 E. Romie Lane		10960 Grantchester Way, Suite 520
Salinas, CA 93901	and	Columbia, MD 21044

Client and Medisolv (the "Parties") enter into this Product Subscription Agreement (the "Agreement") as of March 1, 2026 (the "Effective Date").

Medisolv provides a suite of healthcare solutions that encompasses quality management applications, advanced analytics solutions, decision support tools and professional services. Client may contract for Medisolv Solutions through an Ordering Document that defines the scope of the Medisolv Solutions, including applicable Subscription Services, Cloud Hosting, and/or Professional Services being performed. All Ordering Documents shall be governed by the terms of the Agreement, unless otherwise explicitly stated in the subsequent Ordering Document.

Accepted by: **Client**	Accepted by: **Medisolv**
_____ Signature	_____ Signature
_____ Printed Name	_____ Printed Name
_____ Title	_____ Title
_____ Date	_____ Date

Medisolv Product Subscription Agreement
Universal Terms and Conditions

1. DEFINITIONS

1.1. "Agreement" means the Product Subscription Agreement between Client and Medisolv, including all of the terms and conditions included herein, along with any subsequent Ordering Documents, Amendments, or Addendums.

1.2. "Affiliates" means any entity directly or indirectly controlled by, controlling, managed by, or under common control of Client (an entity will be deemed to control another entity if it has the power to direct or cause the direction of the management or policies of such entity, whether through the ownership of voting securities, by contract, or otherwise). All references to Client herein shall be deemed to include Affiliates.

1.3. "Amendment" means any document that both Parties execute to modify any portion of this Agreement.

1.4. "Authorized Third Party" means any person or entity with whom Client has a business relationship, together with any other persons or entities that have a business relationship with the foregoing, and which (i) is not an Affiliate, and (ii) is authorized by Client to use the System and Services.

1.5. "Authorized Users" means any person authorized by Client, its Affiliates, or Authorized Third Parties to access and use the System, Services and Documentation hereunder.

1.6. "Breach" means a breach of the Agreement that is not cured within the applicable cure period.

1.7. "Client" means the organization entering into the Agreement with Medisolv.

1.8. "Client Data" means (i) the data, information, videos, audio recordings, images, or other content uploaded to the Medisolv System or otherwise made available to Medisolv either by Client or by Authorized Users; (ii) any reports generated through Client's or any Authorized User's use of the System and/or Services; and (iii) any other information, materials, and tools provided or made available by Client or Authorized Users in connection with an Ordering Document.

1.9. "Client-Hosted Environment" means the Equipment and general technical infrastructure provided by Client to run the System, in specific legacy configurations in the event Medisolv is not providing Cloud Hosting services. This includes, but is not limited to, data storage, computing resources, networking components, and technology management services. (Also referred to as "On-Premise" deployment.)

1.10. "Cloud Hosting" means the technical infrastructure and shared computing resources provided by Medisolv to deliver the Subscription Service and Medisolv Platform. This includes but is not limited to data storage, computing resources, networking components, and technology management services. Currently, Medisolv leverages Microsoft Azure, Microsoft's public cloud computing platform, but reserves the right to migrate to any other public cloud computing platform that provides comparable service levels and capabilities.

1.11. "Confidential Information" means all information not publicly available that is disclosed by either Party to the other that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential. Without limitation, Confidential Information includes all Client Data and all individually identifiable patient information, all non-publicly available information relating to technology, products, services, processes or methodologies, specifications, architecture, code, data, trade secrets, customers, employees, partners or vendors, business plans and methods, promotional and marketing activities, finances, and other business affairs, including the terms of the Agreement and any related discussions or negotiations between the Parties, third-party information that either Party is obligated to keep confidential. Confidential Information will not include any information that (i) is or becomes publicly available without breach of the Agreement or through any improper action or inaction by either Party, (ii) is independently developed or was known by either Party prior to the Effective Date, (iii)

is rightfully acquired by either Party from a third party without restriction or in breach to keep such information confidential, or (iv) is required to be disclosed pursuant to law.

1.12. "Data Acquisition" means the primary process by which Medisolv obtains Client Data from Client's electronic health record (EHR) system for use with the Subscription Service and is outlined in the Medisolv Standard Technical Configuration Guide. This document is reviewed and updated periodically, and the most recent version may be found on the Medisolv Knowledge Center, or any successor URL. (https://knowledge.medisolv.com/standard-technical-configuration-guide)

1.13. "Documentation" means user manuals, training material, product specifications, and any other documentation relating to the operation and functionality of the System or the Subscription Service, and any modifications or revisions thereof, provided that any such modifications and revisions do not adversely affect the material functionality of the System or Subscription Service.

1.14. "Equipment" means the Medisolv recommended minimum technology configuration and operating environment provided by Client necessary to access and use the System and is outlined in the Medisolv Standard Technical Configuration Guide. This document is reviewed and updated periodically, and the most recent version may be found on the Medisolv Knowledge Center or any successor URL. (https://knowledge.medisolv.com/standard-technical-configuration-guide)

1.15. "First Productive Use" means the first use of a Medisolv Solution by an Authorized User to access and view Client Data following completion of testing.

1.16. "Holidays" means New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day and Christmas Day. Medisolv reserves the right to update the list of approved Holidays to align with generally accepted business practice.

1.17. "Hosting Sites" means the physical locations of the primary hosting site and backup hosting site of the Cloud Hosting service.

1.18. "Mark" means any trademark, service mark, trade name, logo, domain name, or other indicator of source, affiliation, or sponsorship, whether registered or unregistered.

1.19. "Medisolv Knowledge Center" means the online repository where Client may access Documentation for Medisolv Solutions. (https://knowledge.medisolv.com; or any successor URL).

1.20. "Medisolv Platform" means the suite of healthcare solutions provided by Medisolv that encompasses quality management applications, advanced analytics solutions, decision support tools, as supplemented with professional services. The Medisolv Platform is delivered and supported through a combination of Subscription Service, Cloud Hosting, and Professional Services.

1.21. "Medisolv Solutions" means the solutions provided by Medisolv and contracted with Client through an Ordering Document with defined Scope of Use and pursuant to the Agreement. Medisolv Solutions may include Subscription Service, Cloud Hosting and/or Professional Services.

1.22. "Medisolv/Vizient Agreement" means overarching agreement between Medisolv and Vizient dated April 1, 2019 ("Medisolv/Vizient Agreement").

1.23. "Ordering Document" means a contractual document setting forth the Scope of Use for the Medisolv Solutions (e.g., facilities, eligible clinicians, concurrent users or other metrics, as applicable), including Subscription Service, Cloud Hosting and/or Professional Services to be provided by Medisolv to Client under the terms of the Agreement. Each Ordering Document shall be governed by the terms of the Agreement unless otherwise explicitly stated, and its acceptance shall be evidenced by execution by both Parties. An Ordering Document may be in the form of a Sales Order, Amendment, Addendum, or an Invoice for Scope of Use true-up.

1.24. "Personnel" means officers, directors, employees, consultants, agents, and subcontractors of a Party.

1.25. "Professional Services" means the services performed by Medisolv Personnel as described in an Ordering Document. Professional Services may include but are not limited to: implementation of the System, technical installation services, data acquisition services, interface development, configuration services, report templates development or configuration, training, support, ongoing maintenance, and/or other consulting services described in an Ordering Document.

1.26. "Scope of Use" means the controls on Client's use of the Medisolv solutions (e.g., facilities, eligible clinicians, concurrent users, or other metrics, as applicable) as defined in an Ordering Document.

1.27. "Subscription Service" means the services provided by Medisolv using a software as a service (SaaS) delivery model to provide software, services, technology, and content to Client. The Subscription Service includes applicable software and content licensing, ongoing software maintenance and support, interface licensing and support provided to Client and Authorized Users for the Subscription Term, as defined in the Ordering Document.

1.28. "System" means the Subscription Service, Cloud Hosting and Equipment used to provide Medisolv Solutions to Client, pursuant to the Agreement. System includes the Client-Hosted Environment for legacy "On-Premise" deployments.

1.29. "Subscription Term" means the contractually committed duration of recurring Subscription Service and Cloud Hosting, as defined in an Ordering Document. The Subscription Term shall run coterminous with the Vizient CDB Agreement. In the event Client terminates its Vizient CDB Agreement, this Agreement will automatically terminate upon the Vizient CDB Agreement termination date.

1.30. "Term" means the term of the Agreement, as set forth in the Term and Termination section.

1.31. "Test Environment" means a non-production environment that Medisolv may install for the purposes of testing new functionality, testing upgrades, or troubleshooting the System.

1.32. "Upgrades" means any and all bug fixes and major and minor upgrades, updates, modifications, versions, releases, and enhancements of the System (e.g., 3.0 to 3.1; 3.0 to 4.0).

1.33. "Vizient CDB Agreement" means a separate agreement between Vizient, Inc. ("Vizient") and Client to license the Clinical DataBase solution which provides Client access to the Subscription Services for the Medisolv ENCOR for Abstracted Measures solution.

1.34. "Web Site" means the Internet site operated by Medisolv provided to Client, or any successor URL, pursuant to the Agreement.

1.35. "Work Product" shall mean any customized or custom software programs, functionality, documentation, techniques, methodologies, inventions, analysis frameworks, software, or procedures developed, conceived, or introduced by Medisolv in the course of, or as the result of, Medisolv delivering the Subscription Service or performing Professional Services, issue resolution or other support services, whether acting alone or in conjunction with Client or its Personnel or Authorized Third Parties.

2. PROVISION OF SERVICES AND CLOUD HOSTING

2.1. ***Subscription Service and Grant of License***. Medisolv agrees to provide the Subscription Service to Client in accordance with the terms of the Agreement and hereby grants to Client a non-exclusive, revocable and non-transferable (except as set forth in the Agreement) right and license for Client, its Authorized Third Parties, and their respective Authorized Users to access and use the System and Subscription Service and to create, upload, review, and access Client Data through the Subscription Service and System, subject to the terms of the Agreement and in accordance with the Documentation. Furthermore, Medisolv hereby grants Client a non-exclusive, revocable and non-transferable (except as set

forth in the Agreement) license for Client and its Authorized Third Parties to use and reproduce and install the client-side components of the System, as applicable and in accordance with the Documentation, for use of the System and Subscription Service.

2.2. ***Scope of Use***. Client agrees to operate within the Scope of Use as defined within each Ordering Document. Scope of Use will be measured periodically by Medisolv's system tools, or, for metrics that cannot be measured by system tools or obtained through industry available reporting sources, Client will provide the relevant metrics to Medisolv at least one (1) time per year. Client agrees that if an event occurs that will affect Client's Scope of Use (such as acquisition of a new hospital, provider group, or other new facility), Client will promptly notify Medisolv in writing of such event no later than thirty (30) days following the effective date of such event so that Client's Scope of Use can be reviewed and a new Ordering Document can be executed. Any additional fees due under this Section will be effective as of the date the Scope of Use limit was exceeded and shall be payable within thirty (30) days following Client's receipt of an invoice for such fees.

2.3. ***Cloud Hosting Sites/Data Security Compliance***. Medisolv shall use a secure cloud infrastructure for Cloud Hosting of Client Data. Medisolv shall at all times remain responsible for the use of the Cloud Hosting Sites in the performance of the Subscription Service.

2.4. ***Support and Maintenance of the Subscription Service***. As part of the Subscription Service, Medisolv shall provide, at no additional charge to Client, support and maintenance for the Subscription Service during the Subscription Term defined in the Ordering Document, subject to the terms as described herein and in Exhibit 1 incorporated herein by this reference.

2.5. ***Use of Copies***. Client shall have the right, at no additional cost, to make and use additional copies of any Documentation prepared for Medisolv clients and available on the Medisolv Knowledge Center (or any successor URL) as reasonably necessary for support installation, testing, disaster recovery, and archival purposes. Client may duplicate the Documentation, at no additional charge, and Client agrees to retain all Marks on all duplicated copies. Client should always check for the latest version of any Documentation prior to use.

2.6. ***Ownership***. Client owns all right, title, and interest in, and retains the copyright and other intellectual property rights in all Client Data and all of its other Confidential Information. Medisolv's Confidential Information and the Medisolv Solutions and System, along with any and all future enhancements, upgrades, and new functionality shall be and remain the property of Medisolv or third parties that have granted Medisolv the right to license components within the Subscription Service and System, and Client shall have no rights or interests therein except as set forth in the Agreement.

2.7. ***Restrictions on Use***. Client shall not (i) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Subscription Service, in whole or in part, (ii) copy, modify, or create derivative works or improvements of the Subscription Service, (iii) bypass or breach any security device or protection used by the Subscription Service or access or use the Subscription Service other than by an Authorized User through the use of the Authorized User's then-valid access credentials, or (iv) access or use the Subscription Service in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any third party (including by any unauthorized access to, misappropriation, use, alteration, destruction, or disclosure of the data of any other Medisolv customer), or that violates any applicable law.

Client shall employ all physical, administrative, and technical controls, screening, and security procedures and other safeguards necessary to: (i) securely administer the distribution and use of all access credentials and protect against any unauthorized access to or use of the Subscription Service; and (ii) control the content and use of its data, including the uploading or other provision of Client Data for processing by the Subscription Service. Access credentials means any username, identification number, password, license or security key, certificate, security token, PIN, or other security code, method, technology, or device, used

alone or in combination, to verify an individual's identity and authorization to access and use the Subscription Service.

3. DELIVERY OF SERVICES

3.1. ***Implementation***. Medisolv shall be responsible for implementing the System, including any Subscription Service, in accordance with the defined Scope of Use, timeframes and any specific terms defined in an Ordering Document. Client shall provide reasonable technical assistance with the Equipment and connectivity with the Cloud Hosting environment or Client-Hosted Environment. In the event of material issues during implementation, Medisolv will make commercially reasonable efforts to resolve such issues in a timely manner to maintain project timeline and objectives.

3.2. ***Testing***. On the installation date for the Medisolv Solutions, Medisolv shall notify Client that the Medisolv Solution is ready for testing. With Medisolv's assistance, Client shall, within sixty (60) calendar days after receipt of such notification, complete testing, which may include full-stress testing to determine whether, in Client's commercially reasonable judgment, the Medisolv Solution meets the documented specifications, provides the functionality and performance characteristics described in the Documentation, and otherwise performs in accordance with the Documentation and as stated elsewhere in an Ordering Document.

3.3. ***Training***. Medisolv will provide the Client (i) a comprehensive Implementation process, which includes extensive data validation and end-user training to ensure accurate and efficient use of the Medisolv Solutions, (ii) end-user training, resources, and Documentation on the proper use of Medisolv Solutions' functionality and tools for quality improvement, and (iii) a dedicated Medisolv Clinical Quality Advisor during implementation and throughout the term of the applicable Ordering Document.

3.4. ***Support and Maintenance***. Medisolv will provide support and maintenance as part of Client's Subscription Service, as set forth in Exhibit 1.

3.5. ***Service Availability***. Medisolv will provide availability of the Subscription Service as set forth in Exhibit 1.

3.6. ***Scope Control.*** The Parties acknowledge and agree that any services provided by Medisolv that are not described in this Agreement or within an Ordering Document are outside of scope. If additional services are desired by Client, such services would need to be contracted for in an Ordering Document.

3.7. ***Remote Services.*** All services will be performed remotely. In the event Client desires to have Medisolv resources on-site (meetings, training, etc.) or desires to have training at Medisolv's training facility, additional fees will apply, including any necessary Reimbursable Expenses. Such fees would need to be contracted for in an Ordering Document.

3.8. ***Client Responsibilities.*** Client agrees to comply with all applicable local, state, national, and foreign laws, treaties, regulations, and conventions in connection with its use of the System and Subscription Service, including without limitation those related to data and information privacy, international communications, and the exportation of technical or personal data. Client will ensure that any use of the System and Subscription Service by Authorized Users is in accordance with the terms of this Agreement. Client agrees to promptly notify Medisolv of any unauthorized use of any password or account or any other known or suspected breach of security or any known or suspected distribution of Client Data. Any unauthorized use of the System or Subscription Service may violate copyright laws, trademark laws, the laws of privacy and publicity, and communications regulations and statutes. Client is solely responsible for obtaining all licenses and permissions necessary related to any Client-provided content that may be incorporated into the System or Subscription Service. Client shall not resell the Medisolv Solutions directly or indirectly to third parties.

4. FEES AND PAYMENTS

4.1. ***Fees***. In the event the Medisolv/Vizient Agreement is terminated, Client shall be responsible to pay Medisolv for the ongoing use of the Subscription Services for the ENCOR for Abstracted Measures at a rate to be mutually agreed upon by the parties and formally contracted for via a new Ordering Document. In the

event the parties are unable to reach agreement on new Ordering Document, Medisolv shall provide Client access to the Subscription Services for the ENCOR for Abstracted Measures solution for up to ninety (90) days following termination of the Medisolv/Vizient Agreement to allow Client to transition to another supplier.

5. TERM AND TERMINATION

5.1. ***Term of Agreement***. The Agreement shall commence on the Effective Date and remains in effect until all Ordering Documents under the Agreement are terminated. Each Ordering Document will have a defined Subscription Term for Medisolv Solutions with recurring Fees.

5.2. ***Termination For Cause***. Each Party shall have the right to terminate this Agreement, or an individual Ordering Document, based upon breach of a material obligation herein or therein ("Material Breach"). Notification of any such Material Breach must be provided in reasonable detail to the breaching Party in writing and the breaching Party shall have a cure period of thirty (30) days from receipt of written notification ("Cure Period"). If the Material Breach has not been resolved within the Cure Period, the non-breaching Party may proceed with termination unless the non-breaching Party agrees to a longer Cure Period in writing. Termination of this Agreement shall terminate all Ordering Documents. If Client elects to terminate this Agreement or an individual Ordering Document with cause, Medisolv shall promptly refund to Client a pro-rata portion of all pre-paid Fees paid by Client under the applicable Ordering Document, based on the then-remaining Subscription Term. Furthermore, each Party shall complete their Termination Obligations as outlined below.

5.3. ***Effect of Termination***. In the event of any termination or expiration of this Agreement, the following obligations shall be in effect ("Termination Obligations"): Both Parties shall work in close consultation to ensure the orderly transfer of the operations. Medisolv will provide the following termination assistance ("Termination Assistance") within thirty (30) days of the termination effective date: (i) Medisolv will complete a one-time transfer of all Client Data that includes Protected Health Information as defined in HIPAA ("PHI") in the possession, custody, or control of Medisolv, (ii) Medisolv shall continue to retain and protect such Client Data as required by federal, state, local, and/or program requirements for the purposes of auditing and retroactive analysis except, where specified in the Business Associate Agreement or in writing by Client, and (iii) for a period of up to one (1) calendar quarter, Medisolv will cooperate and work in close consultation with Client to ensure the orderly transfer of the operations, with minimum disruption, to an alternative supplier selected by Client or in-house to Client. Client agrees to (i) cooperate and work in close consultation with Medisolv to ensure the orderly transfer of the operations and (ii) compensate Medisolv for the services provided during the Transition Assistance at a rate mutually agreed upon in writing by the Parties. Upon the completion of Termination Obligations defined herein, each Party will return all of the other Party's Confidential Information (and/or render forensically unrecoverable and certify the same of such information upon request of other Party), whether held by such Party or its affiliates, assigns, contractors, employees, agents, or representatives.

6. LEGAL AND COMPLIANCE

6.1. ***Warranties***. Medisolv represents and warrants to Client that:

6.1.1. The System and Subscription Service will comply with the material functionality described in Documentation and that such functionality will be maintained in all material respects in subsequent upgrades to the Subscription Service;

6.1.2. The System and Subscription Service will be accessible to Client and shall be compatible with the Equipment and Cloud Hosting environment;

6.1.3. Medisolv shall take commercially reasonable steps to provide that the System and Subscription Service do not contain any disabling code (defined as computer code designed to interfere with the normal operation of the System, Subscription Service or Client's hardware or software) or any program routine, device or other undisclosed feature, including but not limited to, a "time bomb,"

"virus," "software lock," "drop-dead device," "malicious logic," "worm," "trojan horse," or "trap door" which is designed to delete, disable, deactivate, interfere with or otherwise harm the System, Subscription Service, Client Data, or Client's Equipment or hardware or software (collectively, "Disabling Devices"). In the event the Subscription Service contains any Disabling Device, Medisolv shall, at Medisolv's sole expense, promptly provide Client with the modifications, corrections, or enhancements to the noncompliant component of the System or Subscription Service necessary to render it in compliance with this representation and warranty. Medisolv will use commercially reasonable measures to screen all components of the System and Subscription Service provided to Client hereunder, for the purpose of avoiding the introduction of any virus or other computer-software routine that is designed to: (i) permit access to or use of such software by unauthorized third parties; (ii) disable or damage hardware, or damage, erase, or delay access to Client's software, hardware or data; or (iii) perform any similar actions;

6.1.4. Medisolv is the sole owner or otherwise has the right and authority to provide the Subscription Service and Documentation to Client and its Authorized Users, as set forth in an Ordering Document;

6.1.5. The Subscription Service and Documentation and the use thereof do not and shall not infringe any copyright, trademark, patent, or other proprietary right or misappropriate any trade secret;

6.1.6. Neither the execution of an Ordering Document nor its performance will directly or indirectly violate or interfere with the terms of another agreement to which Medisolv is a party, nor will Medisolv enter into any agreement the execution or performance of which would violate or interfere with the Agreement between Medisolv and the Client; and

6.1.7. Each of Medisolv's Personnel shall have proper skill, training and background, and shall perform in a competent and professional manner. Medisolv further warrants that the Subscription Service will conform to all applicable specifications and requirements set forth herein.

Medisolv does not warrant that the System and Subscription Service will be free of non-material errors, bugs, or minor interruption.

DISCLAIMER OF WARRANTIES. EXCEPT AS OTHERWISE EXPLICITLY SET FORTH HEREIN, MEDISOLV DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN THE EVENT SUCH A WAIVER OF WARRANTIES IS HELD TO BE UNENFORCEABLE BY A COURT OF COMPETENT JURISDICTION, THEN ALL EXPRESS, IMPLIED AND STATUTORY WARRANTIES SHALL BE LIMITED IN DURATION TO A PERIOD OF THIRTY (30) DAYS FROM THE FIRST USE DATE, AND NO SUCH WARRANTIES SHALL APPLY AFTER THAT PERIOD.

6.2. ***Warranty Conditions Precedent***. In the event of a warranty claim hereunder, Medisolv will bear no responsibility for correcting, curing, or otherwise remedying any nonconformity or defect in the System or Subscription Service to the extent that such nonconformity is caused by (i) malfunction of Client provided Equipment or Client-Hosted Environment; (ii) misuse or unauthorized use of the System or Subscription Service by Client or Authorized User; or (iii) damage to the System or Subscription Service caused by Client or Authorized User.

6.3. ***Warranty Non-Conformance and Cure Period***. If Medisolv is notified of a failure to conform to any of the warranties set forth in this Agreement and such notice contains a reasonably detailed description of the warranty non-conformance and a request for appropriate modifications, corrections or enhancements to end the non-conformance, Medisolv shall have a reasonable period of time, not to exceed thirty (30) days from the date of said notification, to cure said failure at no cost to Client ("Warranty Cure Period"). If Medisolv does not cure said failure within the Warranty Cure Period, Client shall have the right to: (i) extend to Medisolv additional Warranty Cure Period(s); or (ii) terminate an applicable Ordering Document pursuant to the Termination For Cause section.

6.4. ***Indemnity***. Each Party (an "Indemnifying Party") agrees to indemnify, defend, and hold the other Party and the other Party's officers, directors, agents, and employees (each, an "Indemnified Party" and collectively, the "Indemnified Parties") harmless from and against any and all liabilities, damages, losses, expenses, claims, demands, suits, fines, or judgments (collectively "Claims"), including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered or incurred by, accrued against, charged to, or recoverable from, any Indemnified Party, by reason of any Claim arising out of or relating to any act, error or omission, or misconduct of the Indemnifying Party, its officers, directors, agents, employees, and subcontractors, during the performance of an applicable Ordering Document, including, without limitation, Claims arising out of or relating to: (i) bodily injury (including death) or damage to tangible personal or real property; (ii) violation of any law or regulation; (iii) in the case of Medisolv, a Claim that the Subscription Service infringes or misappropriates any patent, copyright, trade secret, trademark, or other proprietary right (iv) breaches of any representations, warranties or covenants made under this Agreement; or (v) the Business Associate Agreement; provided, however, that the foregoing indemnity shall not apply to the extent that the applicable Claim results from the gross negligence or willful misconduct of the Indemnified Party, its officers, directors, agents, or employees.

6.5. ***Intellectual Property Indemnification***. If a third-party claim of infringement results in Client being unable to use the System, Subscription Service, Professional Services, or Documentation, or for their use to be materially disrupted, Medisolv shall promptly, without additional charge to Client: (i) procure for Client the right to continue to use the infringing Subscription Service, Professional Services, or Documentation, (ii) replace or modify the same to make its use non-infringing while being capable of performing the same function without degradation of performance, or (iii) if none of the foregoing alternatives are possible after Medisolv's commercially reasonable efforts, then Client shall have the right to terminate the applicable Ordering Document for cause, upon written notice and without further opportunity to cure, and Medisolv shall promptly refund to Client all pro-rated remaining sums prepaid by Client under the applicable Ordering Document.

6.6. ***Limitation of Liability***. NEITHER PARTY HERETO SHALL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND, REGARDLESS OF THE FORM OF THE ACTION OR LEGAL THEORY (WHETHER BREACH OF CONTRACT, NEGLIGENCE, TORT OR OTHERWISE), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

EXCEPT FOR AMOUNTS DUE UNDER THE FEES AND PAYMENTS SECTION, OR AS A RESULT OF A THIRD PARTY INDEMNIFICATION CLAIM, NEITHER PARTY HERETO SHALL BE LIABLE OR OBLIGATED WITH RESPECT TO ANY MATTER RELATED TO THE AGREEMENT OR APPLICABLE ORDERING DOCUMENT OR UNDER CONTRACT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY FOR ANY AMOUNTS IN EXCESS OF THE PRODUCT OF ONE MULTIPLIED BY THE SUM OF THE FEES PAID BY CLIENT TO MEDISOLV UNDER THE AGREEMENT OR APPLICABLE ORDERING DOCUMENT DURING THE ONE YEAR PERIOD IMMEDIATELY PRECEDING THE PARTY'S CLAIM FOR DAMAGES.

6.7. ***Confidentiality***. Each Party acknowledges that the Confidential Information of a disclosing Party constitutes a valuable asset of such disclosing Party and that the Confidential Information is the sole and exclusive property of a disclosing Party. Each Party agrees to (i) maintain in confidence the Confidential Information of the other Party with the same or greater degree of care in which the Party holds its own confidential and proprietary information, but at all times with no less than reasonable care; (ii) use the Confidential Information only for performing their responsibilities as defined in the Agreement; and (iii) advise each of their respective Personnel, attorneys, and representatives who have access to such Confidential Information of the terms outlined in this provision. Neither Party will, at any time during the term of the Agreement and after termination thereof, disclose the Confidential Information of the other Party to any person other than as required to perform its obligations under the Agreement. Notwithstanding the foregoing, either Party may disclose the other Party's Confidential Information to the extent required by applicable law or regulation or by order of a tribunal of competent jurisdiction in connection with a legal

action, in which case such Party will promptly notify the other Party prior to such Party making such required disclosure.

6.8. ***Treatment of Protected Health Information (PHI)***. All PHI containing health records, and personal information are and will remain under the ownership of Client and will be held in strictest confidence in accordance with applicable law, including the Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Electronic and Clinical Health Act and their implementing regulations (collectively referred to herein as "HIPAA"). The Parties acknowledge that Medisolv is a Business Associate pursuant to HIPAA, and the use and disclosure of PHI containing health records and personal information will be controlled by a Business Associate Agreement which was signed by both Parties separately effective February 24, 2022.

6.9. ***Data* Access**. Medisolv shall have the right to compile and use de-identified health information, in accordance with HIPAA:

6.9.1. *Right to Aggregate*. The Subscription Service is provided via a platform that aggregates health data across the continuum of care and therefore Medisolv may use or disclose protected health information, as defined by 45 C.F.R. 160.103, to provide data aggregation services to Client as permitted by 45 C.F.R. 164.504(e)(2)(i)(B).

6.9.2. *De-identify and Use Rights*. Medisolv may de-identify protected health information in accordance with the standards set forth in 45 C.F.R. 164.514(b) and may use or disclose such data as long as the data is not re-identified; provided however that the de-identified data may be used in statistical compilations or comparative analysis reporting. Medisolv may keep de-identified data that has been aggregated with other de-identified data in the Subscription Service as long as such data does not identify Client in any manner. Medisolv will not re-identify such information unless directed or authorized by Client.

6.10. ***Medical Record***. The Subscription Service does not constitute a medical record. Client acknowledges that the health information exchanged by Authorized Users may not include the individual's full and complete medical record or history.

6.11. ***Statutory and/or Regulatory Changes***. In the event of any material change to federal, state, or local law or regulation applicable to the System and Subscription Service, the Parties will negotiate in good faith for a period of thirty (30) days to amend the Agreement and any applicable Ordering Document to fully comply with any material changes. Additionally, pending mutual agreement, Medisolv may amend the Fees if Medisolv's cost of operation is increased due to an adjustment in charges imposed upon Medisolv by a federal, state or local governmental unit, law, regulation or statute, provided that any such adjustment shall be limited to the amount of the increase in cost caused by the change.

6.12. Government Requirements.

6.12.1. *Exclusion from Federal Health Care Programs*. Medisolv represents and warrants that neither it, nor any of its employees, nor to its knowledge, any subcontractors or agents performing any services under this Agreement are excluded from participation, or are otherwise ineligible to participate, in a "Federal Health Care Program" (as defined in 42 USC §1320a-7b(f)) and that no such action is pending. Medisolv shall promptly notify Client of the discovery of any debarment, exclusion, suspension, or other event that makes Medisolv or any of its Personnel performing any services under this Agreement ineligible to participate in a Federal Health Care Program.

6.12.2. *Federal Health Care Program*. Medisolv represents and warrants that the costs of its products and services to its customers is not reimbursed by a federal health care program.

6.12.3. *HIPAA Warranty*. Medisolv and Client acknowledge and agree that compliance with the HIPAA will involve, in addition to the installation of the System, policies and procedures, compliance methodologies and management practices. Medisolv will provide the appropriate HIPAA-enabling

functionality that supports the legal requirements for the security, electronic data interchange, and privacy regulations of HIPAA. These will include role-based access controls, authentication mechanisms for positive identification of users, and audit information for support of medical code sets as required by HIPAA, any standard interfaces for electronic data interchange support of HIPAA transactions, or any Medisolv provided audit log repository and reporting capabilities. Any services for custom modifications or interfaces related to HIPAA or state or local privacy laws or regulations (e.g., any custom interfacing for outbound audit log information sent to a third-party audit log) will be evaluated by Medisolv for feasibility and offered to Client on a "time and materials" basis unless Medisolv makes these generally available to Medisolv clients at no additional cost.

6.12.4. *Business Associate Provisions under HIPAA*. The Parties agree to execute the Business Associate Agreement on the Effective Date and agree to the terms set forth therein.

7. GENERAL PROVISIONS

7.1. *Insurance*. Medisolv shall maintain insurance coverage with reputable carriers and in the amounts set forth below. Medisolv shall furnish certificates of insurance upon Client request. Those insurance amounts are:

7.1.1. Commercial general liability insurance, including products/completed operations, personal and advertising injury coverage, with a combined single limit of $1 million per occurrence and general aggregate and products/completed operations aggregate limits of $2 million;

7.1.2. Bodily injury and property damage liability insurance with combined single limit of $1 million per accident;

7.1.3. Worker's compensation insurance covering all employed personnel, or any alternative plan or coverage as permitted or required by applicable law; and

7.1.4. E&O/Cyber insurance with a limit of $10 million.

7.2. *Assignment*. Except as stated in an Ordering Document, neither Party may assign, voluntarily, by operation of law or otherwise, any rights or delegate any duties under the Agreement without the other Party's prior written consent, except in the case of a merger, change of control acquisition, or sale of all, or substantially all, of the assets of the Party, subject to the successor entity expressly assuming the obligations of the assigning Party. The Agreement will bind and inure to the benefit of the Parties and their respective successors and permitted assigns.

7.3. *Non-Waiver/Severability*. A waiver by either Party of any term or condition of the Agreement or an applicable Ordering Document shall not be deemed or construed as a waiver of such term or condition in the future, or of any subsequent breach thereof, whether of the same or of a different nature. If any provision of the Agreement or the applicable Ordering Document is held to be invalid or unenforceable under any statute or rule of law, the provision is to that extent to be deemed omitted, and the remaining provisions shall not be affected in any way.

7.4. *Force Majeure*. For a maximum period of thirty (30) days, Medisolv shall not be responsible for the non-performance of its obligations under the applicable Ordering Document if such non-performance is caused by forces beyond its control, including but not limited to, by pandemic, acts of God, strikes, acts of civil or military authority, civil disturbance, war, declarations of national or state emergencies, floods, or fires. Medisolv shall give notice to the Client and shall make commercially reasonably efforts to resume performance for Authorized Users. If the period of non-performance exceeds thirty (30) days from the receipt of notice of the force majeure event, the Client may terminate the applicable Ordering Document upon written notice and shall receive a refund of all pro-rated remaining Fees prepaid by Client under the Agreement.

7.5. *Dispute Resolution*. In the event of a dispute, the Parties shall first seek to resolve each dispute prior to pursuing any further escalation. If good faith negotiations are unsuccessful in resolving such dispute, then

the Parties shall seek to resolve the dispute at the executive level. If executive-level negotiations are unsuccessful in resolving such dispute, then the Parties may, by mutual written agreement, seek to resolve the dispute through mediation. The Parties agree to follow a commercially reasonable timeframe to work through the dispute resolution process, without excessive delay, and shall refrain from litigation until exhaustion of the dispute resolution process. Except where clearly prevented by the area of the dispute, both Parties agree to continue performing their obligations under this Agreement while the dispute is being resolved or until the Agreement is terminated in accordance with the termination provisions outlined herein.

7.6. ***Intentionally Omitted.***

7.7. ***Counterparts***. The Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. The Parties agree that an electronic PDF signature may substitute for and have the same legal effect as the original signature.

7.8. ***Use of Name, Trademarks and Advertising***. Medisolv shall not make any written use or reference to Client's name, trademark and/or logo for any marketing, public relations, advertising, display, or other business purpose without the prior written consent of Client.

7.9. ***Work Product***. All Work Product is and will remain the sole and exclusive property of Medisolv. Medisolv may use such Work Product for internal purposes as well as for other clients so long as Medisolv does not use any Confidential Information belonging to Client. To the extent any Work Product is requested for the use of the System for Client, Medisolv hereby grants to Client a non-exclusive, revocable, non-transferable license to use the Work Product supplied to Client by Medisolv for Client's own internal purposes solely in conjunction with the System, and for no other purpose whatsoever, during the Term of the Agreement. Client understands these Work Products are used for the mutual benefit of all Medisolv clients. Medisolv agrees to use reasonable efforts to inform Client of its intent to use Work Products developed at Client's site for purposes other than Client's use.

7.10. ***Subcontracting Services***. Medisolv may subcontract its Subscription Service, Professional Services, or other obligations under an Ordering Document; provided Medisolv shall remain responsible for the performance of the System under the Agreement as if performed by Medisolv. Medisolv hereby agrees to be responsible for and to guarantee the performance by any subcontractor of any Subscription Service, Professional Services, or other obligations delegated to any subcontractor.

7.11. ***Modification to Agreement***. The Agreement and any Ordering Document may not be modified or altered except in writing by an instrument duly executed by authorized officers of both Parties.

7.12. ***Notices***. All written notices to be given in connection with this Agreement shall be sent by certified or registered mail, postage prepaid, by national overnight delivery service or via email transmission addressed to the party entitled to receive such notice at the address specified by such party below. Either party may from time to time change its address for the purpose of receipt of notice by a notice delivered in accordance with this section.

Medisolv:	Client:
Attn: Zahid Butt, CEO	Attn: Office of the President/CEO
Medisolv, Inc.	Salinas Valley Health
10960 Grantchester Way, Suite 520	450 E. Romie Lane
Columbia, MD 21044	Salinas, CA 93901
If by email: notices@medisolv.com	If by email: contracts@salinasvalleyhealth.com

7.13. ***Entire Agreement***. The Agreement, the applicable Ordering Document(s), the exhibits hereto and all documents incorporated by reference, constitutes the entire understanding between the Parties with

respect to the subject matter hereof and supersedes all other understandings or representations, oral or written, between the Parties concerning the subject matter hereof.

7.14. ***Survival***. Any provision of the Agreement which imposes an obligation after termination or expiration of that Agreement shall survive the termination or expiration of the Agreement including any accrued payment obligations.

EXHIBIT C
TO MEDISOLV PRODUCT SUBSCRIPTION AGREEMENT
SUPPORT, MAINTENANCE, AND SERVICE LEVEL COMMITMENTS

Support and maintenance shall not be linked to usage or license rights for the System or Subscription Service. Medisolv shall maintain the System and Subscription Service so that it performs in accordance with the Documentation. Medisolv shall provide support and maintenance for the Subscription Service as follows:

1. **Support shall include:**

   1.1. Standard Telephone and Email Support. Medisolv shall provide Client technical assistance by telephone and email with the installation and use of the System and Subscription Service. Telephone support is available during business hours from 8 a.m. Eastern Standard Time (ET) to 5 p.m. ET, five (5) days a week, Monday through Friday, excluding all Holidays. Medisolv provides a toll-free support line accessible anywhere in the United States and Canada. The toll-free number will be provided to Client;

   1.2. Upgrades to the Subscription Service; and

   1.3. Incident Resolution as described below.

2. **Incident Resolution Service Levels**

   2.1. "Incident" means (i) a failure of the System and/or Subscription Service to conform in all material respects to the Documentation and the standards set forth in the Agreement, (ii) if applicable, failure of the Medisolv's hardware to be in good working order or free from material defects in material and workmanship; or (iii) failures or malfunctions in the System and/or Subscription Service that produce incorrect or unexpected results, or cause the System and/or Subscription Service to operate in unintended ways.

   2.2. "Incident Resolution" means a modification or addition that, when made or added to the non-conforming System component and/or Subscription Service brings the operation of the System and Subscription Service into conformance with the Documentation and the standards set forth in the Agreement.

   2.3. *Incident Notification and Resolution Process*. Client shall promptly notify Medisolv of any Incidents in the System or Subscription Service, to permit Medisolv to resolve such Incidents in accordance with the Agreement. Medisolv will initiate diagnosis and troubleshooting within the targeted incident response time-period pursuant to the chart below.

   2.4. Medisolv's target response within the hours of 8 a.m. ET and 5 p.m. ET, depending on the severity level of the Incident (the severity levels being Severity Levels 1-5 as defined below), will be as follows, (excluding the Disaster Recovery procedures as defined in this Exhibit):

Severity Level	**Examples of each Severity Level**	**Incident Response Time** (Time after incident identified before response received)	**Incident Resolution Time** (Time permitted to resolve incident or provide acceptable workaround from time initial response received)
Severity 1	• Complete shutdown of all functions of the Subscription Service • Access to one or more major functions of the Subscription Service not available	Within 30 minutes of initial notification of incident	< 6 hours
Severity 2	• Major subset of the Subscription Service impacted	Within 4 hours of initial notification of incident	Within same business day

Severity 3	• Minor subsystem failure • Data entry or access impaired on a limited basis	Within same business day of initial notification of incident	Within 2 business days
Severity 4	• Subscription Service is operating with minor issues • Have work-around in place	Within same business day of initial notification of incident	Within 2 weeks
Severity 5	• Subscription Service is working as designed • Incident transitioned to enhancement request to the Subscription Service	Quarterly Schedule	N/A

During the Incident Resolution process, time taken by Client to respond to Medisolv shall not be counted in the Incident Resolution time frame.

3. Service Level Requirements (Cloud-Hosted deployments only)

3.1. *Service Availability.* Medisolv agrees to achieve an Uptime Percentage, as defined below, of at least 97%, during each Period of Measurement. The period-of-time over which Uptime Percentage will be calculated is quarterly beginning on upon First Productive Use and thereafter throughout the term of an Ordering Document ("Period of Measurement").

3.2. The "Hours of Operation" are the hours the System and Subscription Service are to be made available to Client, which the Parties agree shall be twenty-four hours a day, seven days a week, including Holidays. Based on the foregoing, the total Hours of Operation for each Period of Measurement will be 24 hours times the number of days in one calendar quarter.

3.3. The "Uptime Percentage" is the percentage of hours the System/Subscription Service are operable and accessible to Client during the Hours of Operation, excluding periods of inoperability or inaccessibility due to Scheduled Maintenance and periods of inoperability or inaccessibility to the extent caused by:

3.3.1. Client's misuse of the System or Subscription Service, including untimely and incorrect uploading of Client Data to the Medisolv Solutions.

3.3.2. Localized or global internet outage caused by equipment malfunction, malicious actors, and/or any global issue which prevents general internet traffic from flowing.

3.4 If a major function or functions of the System or Subscription Service are not accessible or do not function in accordance with the Documentation and the standards set forth in the Agreement the duration of the event(s) will be excluded from the numerator of Uptime Percentage calculation. The Subscription Service is considered inoperable and/or inaccessible for an entire hour if there are one or more instances of inoperability or inaccessibility during such hour.

3.5 *Force majeure.* Notwithstanding the Uptime Percentage requirements agreed to above, any inoperability or inaccessibility due to extraordinary events or circumstances beyond the control of Medisolv, including, but not limited to, war, strike, riot, crime, epidemic, system failure of the underlying Cloud Hosting platform and sudden legal changes is explicitly excluded in determining whether the Uptime Percentage requirement has been satisfied.

4. Scheduled Uptime Maintenance and Notifications

4.1. *Scheduled Maintenance.* Medisolv shall perform maintenance on the System during planned events to complete any necessary updates or upgrades to the technical infrastructure, shared computing resources,

application software, and database technology used within the Cloud Hosting environment and Subscription Services ("Scheduled Maintenance"). Scheduled Maintenance shall occur within the defined timeframe and with advanced notification as outlined below.

4.2. *Notification of Scheduled Maintenance*. Medisolv will notify Client of any Scheduled Maintenance and of any Scheduled Maintenance which will occur outside of the Scheduled Maintenance Hours outlined herein. Notification will be provided at least seven (7) days prior to such Scheduled Maintenance. In cases of emergency, Medisolv will use its best efforts to notify Client of any downtime as soon as practicable.

4.3. *Scheduled Maintenance and Service Levels*. Provided Scheduled Maintenance occurs within the Scheduled Maintenance Hours and does not exceed the total number of hours set forth in the Monthly Maintenance Timeframe, such Scheduled Maintenance shall not count against the Uptime Percentage.

4.4. *Scheduled Maintenance Hours*. Scheduled Maintenance shall occur between the hours of 8:00 p.m. and 6:00 a.m. ET ("Scheduled Maintenance Hours"), in accordance with Medisolv's release schedule, based on both internal timelines and regulatory requirements. Scheduled Maintenance shall not exceed more than 40 hours per month ("Monthly Maintenance Timeframe"), to be scheduled as per the Scheduled Maintenance window; maintenance requirements beyond 40 hours per month (the 41st hour and forward) shall be counted against the Uptime Percentage.

5. Backup and Recovery of Data

5.1. Medisolv will perform regular backups, for the purposes of disaster recovery, business continuity, and safety purposes. Backups will include full database backups, transaction log backups, and file-storage (e.g. BLOB) backups as necessary based on the application.

5.2. Disaster recovery is tested on an annual basis and measures the ability of Medisolv to restore Client Data to a separate system (either new installation within existing infrastructure environment, or new installation within equivalent infrastructure environment in physically separate location) within a commercially reasonable time.

5.3. Medisolv will use commercially reasonable efforts to ensure that there is sufficient business continuity and disaster recovery processes in place to mitigate the risk to Client in the event of a total failure of the Subscription Service. Medisolv employees will be trained to quickly recognize any such occurrence and respond. Medisolv will maintain adequate staff to timely respond to such an event and staff shall be aware of, and comply with, Medisolv's security and escalation procedures.

6. Miscellaneous

6.1. *Employee Conduct*. Medisolv acknowledges Client's obligations to comply with certain laws and regulations as well as the need for Medisolv employees and agents to comply with reasonable requests, standard rules, and regulations of Client regarding personal and professional conduct (including the use of an identification badge or personal protective equipment and the adherence to health care facility laws or regulations, including in some instances, criminal background checks, credit checks, health screening, vaccinations and testing, and general safety practices or procedures) generally applicable to such facilities. Medisolv shall provide Client with reasonable assistance in ensuring Medisolv employees and agents comply with (i) laws and regulations affecting Client's facility and (ii) Client's facility rules and regulations. Medisolv warrants and represents that it has enforceable written agreements with all of its employees and permitted subcontractors involved in any project under the Agreement, obligating such employees and permitted subcontractors upon terms and conditions no less restrictive than contained herein, not to use or disclose any Confidential Information, proprietary rights, or information learned or acquired during the course of such employment or engagement. To the extent Medisolv's subcontractor has access to PHI as such is defined in HIPAA (which is defined herein), Medisolv shall cause such subcontractor to execute a written agreement with Medisolv which obligates any such subcontractor to protect the PHI and Confidential Information of Client.

6.2. *Remote Access.* Medisolv uses BeyondTrust (formerly known as Bomgar), an industry leader in identity and access security, as our corporate standard secure VPN solution to provide remote access and support our clients. Requirements are outlined in the Medisolv Standard Technical Configuration Guide. Remote access to any of Client's systems with Medisolv's instance of BeyondTrust for support and maintenance of the Subscription Service and for any other purpose allowed by the Agreement or an applicable Ordering Document is subject to compliance with Client's security requirements. Medisolv's access may require prior certification by Client that Medisolv complies with Client's security policies and standards. Client may modify these security requirements over time and Medisolv shall comply with the most recent version of Client's security requirements. In the event such modifications to Client security policy precludes Medisolv from performing necessary support and maintenance of the Subscription Service, Medisolv will notify Client of the concern and the Parties agree to meet and discuss commercially reasonable solutions.

6.3. *Federated Single Sign-On.* Supplier supports FSSO (Federated Single-Sign-On) using SAML 2.0, which allows the Client's identity provider and MFA routines to be used during authentication, giving control of identity management to the Client.

Exhibit D

Data Authorization Form

Permission to Access Hospital Data

We, the participant(s) named below ("Participant"), give Vizient, Inc. ("Vizient") permission to receive from Medisolv, Inc. ("Medisolv"), and for Medisolv to transmit to Vizient, our hospital data utilized in Medisolv's ENCOR-A hospital quality measures abstraction solution products ("Medisolv Products") in which we participate, and for Vizient to conduct additional analyses on the data, and use our data in Vizient programs ("Vizient Products") in which we participate. If applicable, Participant also authorizes Vizient, to transmit hospital data to Medisolv for use by Medisolv in connection with Medisolv Products in which Participant is enrolled, including but not limited, to core measures submissions for The Joint Commission, the Centers for Medicare/Medicaid, and, if applicable, Participant's ancillary data transmission needs (Get With the Guidelines, and/or Mass Health). We understand that the reports generated by Vizient become the sole property of Vizient. This permission covers any patient-level, patient-identified hospital data collected from the effective date for reporting periods commencing in 2019 and going forward. Any Protected Health Information, as defined under the rules promulgated under the Health Insurance and Accountability Act of 1996, as amended ("HIPAA"), that is provided to Vizient is subject to the existing Business Associate Agreement between us and Vizient. This permission extends so long as Participant is participating in Vizient Products.

CLIENT

Authorized Signature	Title
Printed Name	Date

Participating Facilities:

Salinas Valley Health Medical Center	

vizient.

Vizient Data Connector Services Statement of Work

Vizient, Inc., a Delaware corporation, ("Vizient") will provide the services detailed in this ***Vizient Data Connector Services Statement of Work*** ("SOW") to ***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*** ("Member") and its covered facilities set forth in Exhibit A ("Covered Facilities"), if any, for the Service Fees indicated hereunder. This SOW is made pursuant to the terms and conditions set forth in the Master Services Agreement between the Parties dated March 1, 2023, including any amendments or addendums thereto (collectively, the "Master Agreement"). As such, all capitalized terms used herein and not otherwise defined in this SOW will have the meanings ascribed to such terms in the Master Agreement. ***This SOW is effective as of April 1, 2026*** (the "Effective Date"). Vizient and Member are sometimes referred to herein individually as a "Party" and collectively as the "Parties." Any reference to, or description of any right or obligation of, "Member" in this SOW will also include Covered Facilities unless specifically delineated.

1. Services.

1.1 Services Description. Vizient, in partnership with Epic Systems Corporation ("Epic"), has developed an application, the Vizient Data Connector ("VDC"), to automate data submission to Vizient, speed time to Vizient analytics, and improve the quality of data Member sends to Vizient, reducing resources necessary to send data between Member and Vizient (collectively, the "Services"). Vizient will modify scripts if there are changes to the underlying database, including schema updates or field/table deprecations.

Member will request installation of VDC through the Epic Connection Hub website. As part of the VDC installation process, Member's Epic system will create data access to a limited set of data through the Caboodle data repository. This data access is limited only to database views made available through the Caboodle system, called Epic Kit. Vizient has read-only access to the views and cannot write or delete data from the Caboodle views. Vizient will also have access to Member's Clarity data repository. Access to Clarity will allow Vizient to capture data elements not available in Epic's Caboodle data repository at the time of Member implementation.

Vizient will provide an implementation plan to Member outlining details of the VDC implementation process. Vizient will provide project management, data analysts, technical experts, and other support staff to ensure successful implementation of the VDC. Vizient will provide data quality feedback on the data extracted directly from the Epic Kit and Epic Clarity data source. Vizient will also monitor querying and data transmission performance to ensure appropriate use of computing and networking resources and provide relevant data security and privacy information to Member's security team or other stakeholders.

The Services are subject to the terms and conditions set forth in the Epic Connection Hub Required Terms and Conditions attached hereto as Exhibit B, and Member acknowledges and agrees that Member will comply with the terms and conditions set forth therein. Vizient reserves the right to terminate this SOW immediately if Member fails to comply with this section.

1.2 Member Data. Member acknowledges Services rely solely on timely access to complete, accurate, and relevant Member data, including clinical data, operational data, and spend-related data (including, but not limited to, purchase orders, item master information, vendor master information, receipts, invoices and utilization data) (collectively, "Member Data") and Member will keep all required Member Data current and available for extraction on a mutually agreed upon frequency. Vizient has the right to use Member Data submitted in connection with any other Vizient services to which Member subscribes. Member's failure to provide access to Member Data may limit Vizient's ability to provide all or part of the Services. Vizient reserves the right to terminate this SOW immediately if Member fails to comply with this section.

A. VDC will be used to automate the data intake feed for Member's participation in the following:
a. Clinical Data Base ("CDB")

VDC will be used to automate intake of data inputs for API payloads to facilitate Member's use of the following:
i. CDB

In the event Member's existing agreement(s) for the service(s) listed in this Section 1.2.A terminates or expires for any reason, VDC automation for such service will terminate.

B. Data submitted to the service(s) listed in Section 1.2.A above pursuant to this SOW is subject to the existing agreement(s) or statement(s) of work for the service(s) listed in Section 1.2.A above and the Business Associate Agreement ("BAA") between Vizient and Member. Participation in the Services requires Member's participation in a Vizient product, such as the Clinical Data Base, Operational Data Base, Procedural Analytics, or Clinical Practice Solutions Center. Member must also use Epic software as an electronic medical record.

C. Member acknowledges and agrees the Member Data may include, without limitation, Unprocessed Data and Adjusted Data. "Unprocessed Data" means the unprocessed data that Member has submitted to Vizient pursuant to this SOW. "Adjusted Data" means Unprocessed Data that has been audited and adjusted in accordance with Vizient's proprietary auditing and adjustment methodologies (as appropriate). Member will at all times be the sole and exclusive owner of the Unprocessed Data. Vizient will at all times be the sole and exclusive owners of any materials created using Unprocessed Data and/or Adjusted Data, including, but not limited to, software, aggregated databases, data specifications, reports, analytics, results of data interoperability reviews, reports, and Adjusted Data, and as such Vizient has the right to use the foregoing in any way, including, without limitation, the right to analyze, publish, and share reports and findings, while maintaining the confidentiality of Member's PHI in accordance with HIPAA, the BAA, the existing agreement(s) for the service(s) listed in Section 1.2.A above, and this SOW. Upon transfer of Unprocessed Data into the service(s) listed in Section 1.2.A above, the terms of the existing agreement(s) for the service(s) listed in Section 1.2.A above control as to ownership and use.

1.3 Liability. EXCEPT FOR LIABILITY ARISING OUT OF A PARTY'S INDEMNIFICATION OR CONFIDENTIALITY OBLIGATIONS SET FORTH IN THE EXISTING AGREEMENT(S) FOR THE SERVICE(S) LISTED IN SECTION 1.2.A ABOVE, BAA, OR THIS SOW, OR LIABILITY ARISING OUT OF A PARTY'S GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THIS SOW, EVEN IF ADVISED OF THE POSSIBILITY THEREOF. EXCEPT AS OTHERWISE SET FORTH HEREIN, VIZIENT MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SERVICES PROVIDED IN CONNECTION WITH THIS SOW. VIZIENT DISCLAIMS ALL LIABILITY AND, FURTHER, MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SERVICES OR ANY OTHER MATTER UNDER THIS SOW.

1.4 Protected Health Information. Services include the use of Protected Health Information ("PHI") and thus, any PHI disclosed hereunder, will be subject to the Parties' BAA dated August 9, 2021.

1.5 Member Duties. Vizient's ability to perform Services within the Term is based on Member's cooperation and timely performance of the following Member duties:

A. Vizient Access. Member will provide Vizient personnel access to Member's network, personnel, equipment, or software necessary for Vizient to provide Services.

B. Services Coordinator. Member will designate an employee to: i) coordinate Services and ensure compliance across Member's organization; ii) provide complete and accurate Member Data to Vizient in

a timely manner; and iii) obtain any internal approvals needed for Vizient to perform Services ("Services Coordinator").

2. **Term and Termination**.

2.1 Term. The term of this SOW will commence on the Effective Date and continue for **60 months** ("Term").

2.2 Termination for Convenience. This SOW may not be terminated for convenience. If this SOW is terminated during the Term, Vizient shall perform the Reimplementation Services and be invoiced for the Reimplementation Services Fee as described in the Clinical Data Base Services Statement of Work dated March 1, 2026. If the Master Agreement expires or is terminated prior to the expiration of this SOW, the applicable terms and conditions of the Master Agreement survive for the limited purpose of governing this SOW for its remaining Term. Notwithstanding the foregoing, if Member terminates all Vizient services that use the VDC to submit data to Vizient, this SOW will be automatically terminated.

2.3 Termination for Cause. The Parties may terminate this SOW for material breach in accordance with the terms of the Master Agreement. Notwithstanding the foregoing, all notices to or from a Covered Facility relating to any material breach will require a simultaneous notice to the Member. Should Member terminate this SOW for Vizient's material breach, Member will not be required to pay additional fees or Reimplementation Services Fee.

3. **Service Fees and Invoicing**.

3.1 Service Fees. Vizient will provide the Services described herein to Member for an annual service fee as set forth in the table below ("Service Fees"). Member acknowledges and agrees Service Fees are for the Covered Facilities set forth in **Exhibit A** as of the Effective Date. Any requests to add additional facilities after the Effective Date will result in additional Service Fees as mutually agreed to by the Parties in an amendment to this SOW and Vizient has no obligation to provide Services to any facility not set forth in this SOW.

4/1/2026 – 3/31/2027	4/1/2027 – 3/31/2028	4/1/2028 – 3/31/2029	4/1/2029 – 3/31/2030	4/1/2030 – 3/31/2031
$50,000	**$51,500**	**$53,045**	**$54,636**	**$56,275**

3.2 Reimbursable Expenses. Member acknowledges and agrees Services-related expenses for on-site services and support (e.g., additional training, Member presentations, and data acquisition for added facilities) such as travel, meals, lodging, and overnight mailing, ("Reimbursable Expenses") are in addition to Service Fees. Vizient agrees to provide Member with estimated expenses in advance in good faith and will request preauthorization prior to incurring any Reimbursable Expenses.

3.3 Invoicing and Payment. Commencing within 30 days of the Effective Date, Vizient will invoice Service Fees, in full, and on each anniversary of the Effective Date. Vizient will invoice Reimbursable Expenses, as incurred, on a monthly basis. Member will pay all invoiced balances directly to Vizient within 30 days of the invoice date.

Invoices will be addressed and delivered to:

Invoice Delivery – Primary Contact Information	
Name / Title	Accounts Payable
Address:	PO Box 3827
	Salinas, CA 93912

Email Address for Email Delivery of Invoices	accountspayable@salinasvalleyhealth.com
Name and Email Address(es) for Additional Recipient(s)	

If Member requires specific information (e.g., purchase order number) to be included in each invoice, Member will select the appropriate box below and provide the required information ***at the time Member executes this SOW,*** and annually (or as required) thereafter:

☒ Purchase Order Number _____

☐ Contract Identification Number _____

☐ Other Information _____

Questions regarding invoice delivery and/or payment status will be directed to:

Name / Title	Accounts Payable
Phone	
Email	accountspayable@salinasvalleyhealth.com

3.4 **Member Statement Offset Option**. If adequate funds are available, Member may elect to have invoiced Service Fees and/or Reimbursable Expenses offset from Member's available cash distributions. If Member intends to elect this option, Member will request, complete, and return the Offset Authorization Form via email to Vizientsupport@vizientinc.com.

IN WITNESS WHEREOF, the Parties have caused this SOW to be executed by their duly authorized representatives as of the Effective Date.

Vizient, Inc.

By: _____

Printed Name: _____

Title: _____

Date: _____

Salinas Valley Memorial Healthcare System

By: _____

Printed Name: _____

Title: _____

Date: _____

Please sign, scan, and email to executedagreements@vizientinc.com. Vizient will provide a fully executed electronic copy to Member.

Exhibit A
Covered Facilities

Vizient MID	Name	Address	City	State	Zip
58206	Salinas Valley Health Medical Center	450 E Romie Ln	Salinas	CA	93901

Exhibit B
Epic Connection Hub Required Terms and Conditions

Vizient is providing an application for use in Member's host environment that has been developed pursuant to a license between Vizient and Epic, Inc. (the "Vizient App"), which requires certain terms and conditions be incorporated into the SOW. This Exhibit is attached to and made a part of the SOW between Vizient and Member.

1. **Parties to the SOW**.
   Member acknowledges that the SOW is between Vizient and the Member only, and it is not an agreement with Epic. Vizient, not Epic, is solely responsible for the SOW, the Vizient App, and the content contained therein. The SOW does not require the Member to breach or be in conflict with the license agreement in place with Member for its use of Epic Software or the license agreement for any third-party software or content that is sublicensed by Epic to the Member (including any operating environment software) or for any other software or content used in any Member system.

2. **Maintenance, Support, and App Contact**.
   Vizient is solely responsible for any maintenance and support with respect to the Vizient App. Vizient and Member acknowledge that Epic is not under an obligation to provide any maintenance or support services related to the Vizient App. Member acknowledges that, if Epic chooses to provide any maintenance or support services connected to the Vizient App, Epic may charge its then current fees for such maintenance and support to Member.

   For any questions or Claims about the support of the Vizient App, please contact VizientDataConnector@vizientinc.com.

3. **Warranties**.
   Vizient is solely responsible for any and all warranties, whether express or implied, for the Vizient App that have been provided in the SOW. Epic will have no obligations in connection with any warranty for the Vizient App. All Claims related thereto will be the sole responsibility of Vizient. Without limiting Epic's other remedies, the failure to comport with any warranty provided in the SOW, including these terms, between Vizient and a Member, may result in Epic removing some or all of the Vizient App(s) from the Connection Hub, in Epic's sole discretion.

4. **Claims Related to Vizient App**.
   "Claim" means all claims, demands, and actions, and all liabilities, damages, and expenses arising out of or relating thereto, including without limitation settlement costs and attorney's fees. Vizient and Member acknowledge that Vizient, not Epic, is responsible for all Claims of the Member or any third party arising out of or relating to the Vizient App, including but not limited to: Claims alleging product liability, errors in the Vizient App (including but not limited to corruption of data), breach of PHI, hacking, or cyberattack which used or involved the Vizient App in any way; Claims that the Vizient App failed to conform to any applicable legal or regulatory requirement; Claims involving any violations of consumer protection laws; Claims that the Vizient App interfered with or could interfere with the safety or security of the Epic Software or the Vizient App otherwise endangered patient safety or security; Claims that the Vizient App caused service interruptions; Claims that the Vizient App provided any misleading or inaccurate information to a user; Claims that the Vizient App caused performance degradation, Claims that the Vizient App was used as a vector for the introduction of viruses or malware into the Epic Software, a user device, or otherwise; and Claims that the Vizient App introduced or otherwise caused a security vulnerability in the Epic Software or a Member's network. These terms do not limit Vizient liability to the Member beyond what is permitted by law. Vizient and Member agree that if a third-party claims that the Vizient App, or Member's use of the Vizient App, infringes that third party's intellectual property rights, then Vizient, not Epic, will be solely responsible for the Claim.

5. **Third-Party Beneficiary**.
   Epic and Epic's owned entities (that is, an entity that (a) directly or indirectly owns or controls more than fifty percent of Epic, or (b) is more than fifty percent owned or controlled, directly or indirectly, by Epic) are third-party beneficiaries of the terms and conditions of the SOW, to the extent it pertains to the Vizient App, and upon the Member's execution of the SOW, Epic and any Epic owned entity will have the right to enforce the SOW against

Vizient or the Member as a third-party beneficiary of the SOW (but only to the extent the SOW pertains to the Vizient App).

6. **Disclosures**.
Once data has been collected through the Vizient App, it is retained in the CDB pursuant to the terms and conditions of the CDB SOW, with the understanding that it is not feasible to return data from the CDB it is placed into the aggregated databases, and Member expressly consents to retention and use of the data as provided by the CDB SOW and the BAA. The Vizient App provides access to specific data as required to populate the CDB and does not allow access or potential access to third-party content or data in a Member's system (including, but not limited to, clinical code sets, content, images, patient instructions, video, or any other information owned or licensed by a third party).

7. **Audit**.
Member may, if necessary, verify compliance with the requirements set forth in this Exhibit B and Vizient will reasonably cooperate with such audit, with the audit to be limited to the scope provided in this Exhibit B. In addition, once the data provided by Member hereunder is housed in the CDB, the CDB SOW and the BAA govern, and unless the CDB SOW or the BAA provide for audit rights, then no such audit rights in that aggregated database will be allowed. The audit will be at the expense of Member, unless material non-compliance is discovered as a result of the audit, in which case Vizient agrees to pay for the costs of such audit.

8. **Indemnification**.
Notwithstanding any terms in the SOW to the contrary, Vizient hereby indemnifies Member for any third-party Claims that the sale/transfer of the Vizient App or Member's use of the Vizient App infringes (or causes, induces, or otherwise leads to a Member infringing) any third-party intellectual property or proprietary right, including, but not limited to, any Claim alleging that the Vizient App infringes (or causes, induces, or otherwise leads to a Member infringing) the rights of any owner of any clinical code set, content, image, patient instruction, video, or any other third-party information.

Board Paper: Finance Committee

Agenda Item:	Consider Recommendation for Board Approval of Iatric Systems 3-year Service Agreement for Patient Privacy Managed Services
Executive Sponsor:	Iftikhar Hussain, Chief Financial Officer Philip Katzenberger, Director of Health Information Services
Date:	March 16, 2026

Executive Summary

Salinas Valley Health (SVH) intends to continue its partnership with Iatric Systems for Patient Privacy Managed Services. This service provides proactive auditing of Patient Health Information (PHI) access, utilizing custom-built interfaces and AI to identify and vet suspicious incidents. By maintaining this established solution, SVH secures a preferred labor rate and avoids the significant operational risks and "double-spend" costs associated with implementing a new vendor solution.

Background/Situation

SVH requires continuous monitoring of internal record access to ensure HIPAA compliance and protect patient privacy. Iatric Systems provides 110 hours of analysis per month to perform bi-weekly routine auditing, VIP/Confidential patient monitoring, and random user audits. The current infrastructure includes proprietary data feeds and AVA AI integration specifically tuned to SVH workflows. Replacing this system would require an estimated Year 1 recreation cost of $464,200, in addition to a new market rate resource of $244,000 compared to the current annual fee of $198,000.

Timeline/Review Process to Date:

March 31, 2026: Effective date of current Statement of Work.

Project Commencement: Scheduled project kick-off to begin the 36-month term

Strategic Plan Alignment:

The goal is to maintain a high-fidelity privacy auditing program that protects sensitive patient data while minimizing false-positive alerts for internal staff.

Pillar/Goal Alignment:

☐ Service ☐ People x Quality x Finance ☐ Growth ☐ Community

Financial/Quality/Safety/Regulatory Implications:

Key Contract Terms	Vendor: Iatric Systems
1. Proposed effective date	March 31, 2026
2. Term of agreement	Thirty-six (36) months
3. Renewal terms	Non-autorenewal
4. Termination provision(s)	60- day written notification
5. Payment Terms	Annual invoicing at beginning of each term
6. Annual cost	$198,000.00
7. Cost over life of agreement	$594,000.00 (3 years at $198,000.00 annual)
8. Budgeted (indicate y/n)	Yes

Recommendation

Consider Recommendation for Board Approval of Iatric Systems 3-year Service Agreement for Patient Privacy Managed Services in the amount of $594,000.00.

Attachments

(1) Sole Source Justification Summary
(2) Salinas Valley Iatric Systems SOW

Justification for Sole Source Form

To: Proposal Evaluation Panel

From: Philip Katzenberger

Type of Purchase: (check one)

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

Cost Estimate ($):	$ 594,000.00, three (3) year term, $198,000.00 annual cost
Vendor Name:	IactricSystem™
Item Title:	IactricSystem™ Patient Privacy Management Services, renewal

Statement of Need: HIM 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 Salinas Valley Health, SVH. 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.).**

☒ Uniqueness of the service. **Describe.**

Salinas Valley Health (SVH) utilizes Iatric Systems for comprehensive Patient Privacy Managed Services, which include custom-built interfaces, specialized data feeds, and the integration of AVA AI to identify and respond to questionable internal record access. These sophisticated auditing tools were developed to monitor PHI access and vet suspicious incidents specifically tailored to SVH's workflow needs and risk requirements. Originally established to provide 1,320 hours of expert analysis per year, the current infrastructure is billed at a preferred returning customer rate of $150/hr, totaling $198,000 per year. To recreate these custom interfaces and re-train an AI model to the same level of accuracy with a new vendor would require significant "sunk" time and capital investment, with an estimated replacement cost exceeding the current annual contract value. There is no proven operational advantage to switching vendors.

Iatric Systems is unique to the market in its ability to provide bi-weekly, routine proactive auditing alongside specialized Confidential, geographic, like names, same household, random and VIP patient monitoring. Their analysts provide a high degree of "systemness" by vetting incidents individually for risk and likelihood of inappropriate access prior to escalation, ensuring that SVH staff are only alerted to high-priority, actionable threats. This level of integration—combined with monthly trend analysis and executive reporting using advanced data visualization—scores higher in functionality and sustainable maintenance than standard out-of-the-box auditing solutions.

Recreation Cost: To recreate the existing build—including interface table mapping, AI training, and establishing Haystack iS flagging protocols for VIP auditing —the estimated Year 1 cost is $464,200.

Justification for Sole Source Form

Sunk Cost Protection: The current contract honors a $150/hr rate; a new vendor at current market rates (~$185/hr) would increase annual labor costs by over $46,000 before implementation fees.

Operational Risk: Replacing the solution would cause significant disruption to the existing privacy workflow, which is currently tailored to meet SVH's specific risk requirements.

We do not recommend replacing the existing solution. There is a high risk of operational disruption and a significant learning curve associated with migrating sensitive privacy data feeds and re-establishing the "Haystack iS" flagging protocols required for VIP auditing. Changing a familiar and effective privacy monitoring system adds unnecessary risk to HIPAA compliance and patient data security. We would expect substantial operational inefficiencies should we replace Iatric Systems, including a projected hit to staff productivity (10% to 40% reduction) as internal teams would be forced to manually vet a higher volume of false-positive alerts. This could lead to delayed incident response times and increased liability valued at millions of dollars in potential regulatory fines.

- ☐ 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: _____ Date: _____

iatricSystems™
55 Inlet Harbor Road #131, Ponce Inlet, FL 32127
978-805-4100 info@iatric.com iatric.com

STATEMENT OF WORK

Effective Date	**Date of last signature below**
Legal Name and Address of Client	**Salinas Valley Memorial Healthcare System** **450 East Romie Lane** **Salinas, California 93901**
Effective Date of Master Consulting Services Agreement	**May 12, 2023**
Term of Statement of Work	**To begin as decided on at the time of scheduled project kick-off call ("Project Commencement") and end thirty-six months after Project Commencement, unless sooner terminated per the Master Consulting Services Agreement. No refunds or credits available.**

Scope of Work	**Amount**
1 Patient Privacy Managed Services	**$198,000**

- *Thirty-six (36) month term*
- *60 (sixty) day written notification of termination required per Master Consulting Services Agreement*

Product Code: (A)-100-786

Scope:

- *110 hours / mo x 12 months for thirty-six (36) months.*
- *1320 hours x $150/hr = $198K per year*
- *Honoring $150hr rate as a returning customer*
- *Each year will be invoiced at beginning of term*

Our privacy analysts will monitor PHI access, identify inappropriate activity, and vet suspicious incidents for risk prior to escalation to your staff. Our Privacy Auditing Services include:

- *Routine proactive auditing: Auditing will include a bi-weekly review of selected exception reports to identify incidents indicative of inappropriate record activity. Suspicious incidents will be vetted individually for risk and likelihood of inappropriate access prior to escalation to the Salinas Valley Memorial Healthcare team for review. Care will be taken to limit findings to meet the workflow needs and risk requirements of the Salinas Valley Memorial Healthcare. A report will be provided monthly which will include a summary of audit efforts, findings, and statuses.*
- *Confidential and VIP patient auditing: Those patients identified as Confidential, or VIP will be audited biweekly for inappropriate access to their records. Suspicious incidents will be vetted individually for risk and likelihood of inappropriate access prior to escalation to the Salinas Valley Memorial Healthcare for review. Care will be taken to limit findings to meet the workflow needs and risk requirements of the Salinas Valley Memorial Healthcare. It will be the responsibility of Salinas Valley Memorial Healthcare to maintain a reliable and appropriate means of flagging confidential and VIP patients in a manner recognizable by Haystack iS. A report will be provided monthly which will include a summary of audit efforts, findings, and statuses.*
- *Random user and patient auditing: An audit of randomly selected users and patients will occur biweekly. All events involving the selected individuals will be carefully scrutinized to confirm that access was legitimate and appropriate. A report of all selected individuals will be provided monthly along with a summary of results.*
- *Trend analysis and executive reporting: - Will included Excel reporting with pie charts and graphs - Dependent on data - our analyst will create ITR's per month reviewing how many confidential patients were viewed. Analyst will also review any incidents that are policy violations on monthly call.*

Total Services Fees For Year One (1)	**$198,000**
Product Code	**(A)-100-786**

Invoicing Schedule

- **Year 1 (one): Line Item 1: 100% of Service Fees ($198,000) and applicable taxes are due and payable upon the date of last signing of this SOW**
- **Year 2 (two): $198,000 is due and payable upon receipt of invoice**
- **Year 3 (three): $198,000 is due and payable upon receipt of invoice**

All CHECK payments should be sent to:

Iatric Systems, Inc.
PO Box 74008556
Chicago, IL 60674-8556

ACH/Wire Payments also accepted. Credit Card payments will incur a 3% processing fee.

This Statement of Work is entered into pursuant to the terms of the Master Consulting Services Agreement between Iatric Systems, Inc. ("Iatric") and the Client named above and incorporates its terms by this reference. Iatric reserves the right to void the terms of this Statement of Work if not executed by Client within sixty (60) days after execution by Iatric. For questions about billing, please email Iatric_AR@harriscomputer.com or call 401-537-2966. Executed under seal as of the Effective Date.

Salinas Valley Memorial Healthcare System		**Iatric Systems, Inc.**	
By:		By:	
Signature:		Signature:	
Name:		Name:	Shon Barrier
Title:		Title:	Executive Vice President
Date:			

Board Paper: Finance Committee

Agenda Item: Consider Recommendation for Board Approval of the GE Healthcare OEC Medical Systems Seven (7) Year Service Agreement to include Three (3) Elite 31 Systems

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

Date: March 13, 2026

Executive Summary

This request seeks approval to consolidate service coverage for three Elite 31 systems—Serial Numbers FBHXTX01430, FBXXTE00586, and (a new unit) FBHXTX01779—under a single service agreement. Currently, the two existing systems are maintained under separate contracts. Beginning in March 2026, serial number 01430 will exit warranty and incur an annual service cost of USD 26,139.00, while serial number 0586 is already covered at USD 24,464.00 per year.

Background/Situation

Currently, the two older systems (ending in 01430 and 0586) are each covered under separate service agreements. Beginning March 2026, we will incur an annual service cost of USD 26,139.00 for serial number 01430 as it exits warranty, and we are already paying USD 24,464.00 per year for serial number 0586.

Under the proposed structure, all three serial numbers would be consolidated into a single service agreement at a streamlined rate of USD 22,978.00 per unit per year. Over the full seven-year term, this equates to an approximate total of USD 160,846.00 per unit, or USD 482,538.00 in aggregate.
By proceeding with this combined agreement, we would realize an estimated annual cost avoidance of USD 3,161.00 for serial number 01430 and USD 1,486.00 for serial number 0586, while also simplifying contract administration across all three systems.

Pillar/Goal Alignment

X Service ☐ People ☐ Quality X Finance ☐ Growth ☐ Community

Financial/Quality/Safety/Regulatory Implications/Construction Contract Terms

Key Contract Terms	Contractor: OEC Medical Systems (GE Healthcare)
1. Proposed effective date	3/3/2026: SN 01430: 3/3/2026 SN 0586: Upon Signature and SN 01779 (After warranty)
2. Term of agreement	March 3, 2026 – December 31, 2033 (7 Years)
3. Renewal terms	None
4. Termination provision(s)	60 days' PRIOR written notice for Serial Number Disposal, Scrapping, Trade-in, Sold, or Upgraded.

5. Payment Terms	NET 45
6. Annual Cost	USD $68,934.00 ($22,978 x 3)
7. Cost over life of agreement	USD $482,538.00 ($68,934 x 7)
8. Budgeted (indicate y/n)	No

Recommendation

Consider Recommendation for Board Approval of the GE Healthcare OEC Medical Systems Seven (7) Service Agreement to include Three (3) Elite 31 Systems in the amount of $482,538.00.

Attachments

1.Quote and Addendum (Closed Session)
2.Sole Source Justification

Justification for Sole Source Form

To: Contract Review Committee

From: John Kazel, DI

Type of Purchase:

☐Non-Medical, Non-Surgical Equipment/Supplies >= $25,000
☐Data Processing/Telecommunication Goods >= $25,000
☐Medical/Surgical – Supplies/Equipment >= $25,000
✔ Purchased Services >= $350,000

Total Cost $:	USD 482,538
Vendor Name:	OEC Medical Systems
Agenda Item:	Service Agreement for 2 x Elite 31 Cardiac and 1 x Elite 31 VASMTS

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

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

✔ Existing SVMHS equipment, inventory, custom-built information system, custom built data inventory system, or similar products or programs:

SVH currently has multiple service agreements with GE Healthcare each covering individual C-arm imaging units. The goal here is to consolidate multiple service agreements into one unified agreement. This results in some incremental savings and reduces the number of service agreements to manage.

✔ Other -The above reasons are the most common and established causes for an eligible sole source. If you have a different reason, please **describe:**

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

Submitter Signature John Kazel (Mar 19, 2026 13:30:24 PDT) Date:_____

Board Paper: Finance Committee

Agenda Item:	**Consider Recommendation for SVH Board Approval of the DaVinci Xi Lease upgrade to the da Vinci 5 (DV5)**
Executive Sponsor:	Alysha Hyland, Chief Administrative Officer Clement Miller, Chief Operating Officer
Date:	March 19, 2026

Executive Summary

Board Approval is requested to upgrade Salinas Valley Health's leased da Vinci Xi robotic system to the da Vinci 5 (DV5) platform. Transitioning to a single robotic platform will support consistent operating room workflows, improve staff proficiency, and reduce equipment complexity across perioperative services. Clinical evaluation, infrastructure preparation, and contract review have been completed. Administration is now seeking Board authorization to proceed.

Background/Situation

Salinas Valley Health currently operates a leased da Vinci Xi robotic surgical system, alongside a da Vinci 5 (DV5) system already in use. As robotic-assisted surgery advances, standardization across operating rooms is critical to ensure patient safety, surgeon performance, and operational efficiency. Maintaining two different platforms requires duplicate endoscopes, cameras, light cords, and related equipment, introducing workflow variability, increasing setup complexity, and creating additional opportunities for error. Upgrading the Xi system to DV5 will eliminate these challenges and streamline OR operations, allowing staff to work consistently with a single, familiar platform.

The da Vinci 5 (DV5) offers capabilities unavailable on the Xi that directly enhance surgical performance and outcomes. These include force-feedback instruments that restore tactile sensation to the surgeon, next-generation endoscopes delivering best-in-class visualization, and instant access to automatically recorded case video and images, as well as real-time replay during procedures for teaching, consultation, or intraoperative decision-making. These tools improve precision, support consistent workflows, and enable confident, high-quality surgical care across all cases. DV5 also supports telepresence and remote collaboration, enabling remote proctoring, peer support during live cases, and future remote case observation. With our newly installed PTZ room view camera, these capabilities can be fully leveraged, further enhancing collaboration, training, and performance monitoring.

Standardizing all robotic systems on DV5 is both a clinical and operational imperative. It ensures consistent surgeon experience, streamlined equipment use, predictable OR workflows, and simplified staff training, while maximizing the value of advanced visualization, instrumentation, and telepresence capabilities. Upgrading the remaining Xi system aligns our robotic program around a single, advanced platform that supports clinical excellence, OR efficiency, and strategic leadership in robotic surgery.

Timeline/Review Process to Date

- **November 2024:** Initial discussions regarding upgrading the Xi system to the DV5 platform. Project placed on hold due to Intuitive Surgical supply constraints.
- **November 2025:** Meeting with Intuitive Surgical to revisit the upgrade opportunity; project deferred temporarily to accommodate the EPIC go-live.
- **December 2025:** Engineering team met with Intuitive Surgical to review electrical requirements for OR5 to support the DV5 system.
- **December 2025:** Clinical evaluation of the DV5 system with Harmonic integration conducted by Dr. Taich, with positive feedback confirming alignment with the proposed upgrade.
- **January 2026:** Meeting with Supply Chain to initiate contract review and outline next steps for upgrade execution.
- **March 2026:** Supply Chain completed formal contract review.
- **March 2026:** Board packet finalized and submitted for review.

Strategic Plan Alignment

The purpose of this initiative is to upgrade and standardize our robotic surgery program on the da Vinci 5 (DV5). This strategic alignment supports our organizational vision by:

- Advancing patient care: Delivering the highest-quality, safest, and most precise surgical outcomes through state-of-the-art instrumentation, visualization, and intraoperative insights.
- Empowering our workforce: Providing surgeons and staff with consistent tools, training, and collaboration capabilities to perform at the highest level.
- Optimizing operational performance and growth: Streamlining workflows, reducing equipment duplication, and creating capacity for program expansion.
- Strengthening community impact: Expanding access to innovative surgical care, teaching, and telepresence collaboration for patients and peer institutions alike.

By standardizing on DV5, SVH ensures that our technology, people, and processes are fully aligned with our strategic plan, reinforcing our commitment to exceptional patient care and community leadership.

Pillar/Goal Alignment

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

Financial/Quality/Safety/Regulatory Implications

Key Contract Terms	Vendor: Intuitive Surgical
1. Proposed Effective Date	**4/1/2026**
2. Term of Agreement	**60-Month Lease Agreement:** not to exceed $45,000 per month **4-Year Service Agreement:** not to exceed $225,000 annually **4-Year Software Subscription:** not to exceed $85,000 annually *Service and software subscription fees begin in Year 2.*
3. Renewal terms	**Purchase Option at Lease Expiration:** Option to purchase at Fair Market Value.
4. Termination provision(s)	1. Permitted in the event of a material breach, with 30 days' written notice and opportunity to cure. 2. Otherwise, early termination is not permitted without payment of a Termination Sum.
5. Payment Terms	NET 30 days
6. Annual cost	**Year 1:** not to exceed $540,000 (Lease Only) **Years 2–5:** not to exceed $850,000 (Lease, Service, and Software)
7. Cost over life of agreement	Not to exceed $3,940,000
8. Budgeted (indicate y/n)	No

Recommendation

Consider recommendation to the Board of Directors to (i) approve a 60-month lease agreement with Intuitive Surgical for the da Vinci 5 (DV5) robotic surgical platform in an amount not to exceed $2,700,000, (ii) approve a 4-year service agreement in an amount not to exceed $900,000, and (iii) approve a 4-year software subscription in an amount not to exceed $340,000, for a total contract cost not to exceed the amount of $3,940,000.

Financial Performance Review

January 2026

Finance Committee

Iftikhar Hussain

Chief Financial Officer

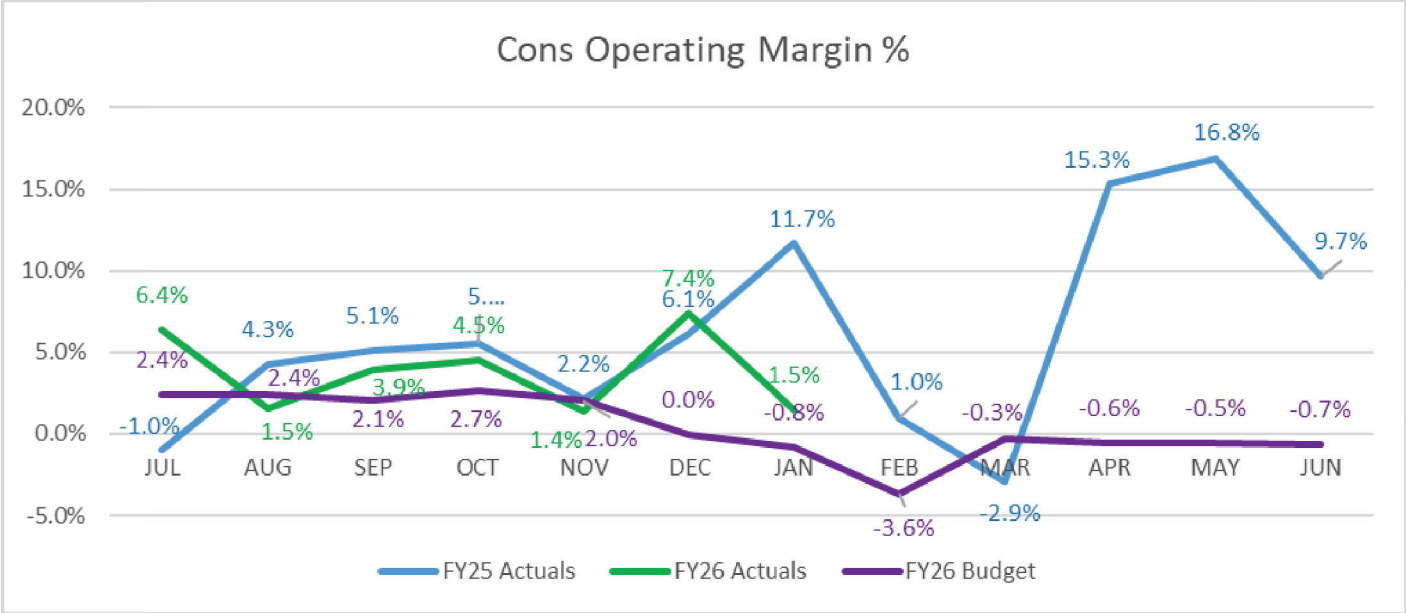
Consolidated Financial Results
January 2026

For the month, operating income was $1.7 M favorable to budget mainly due to Voluntary Rate Range assistance of $5.6 million from CCAH

Consolidated Month				$ in Millions	Consolidated YTD			
		Variance fav (unfav)					Variance fav (unfav)	
Actual	Budget	$	%		Actual	Budget	$	%
$ 75.9	$ 71.0	$ 4.9	6.9%	Operating Revenue	$ 515.4	$ 486.8	$ 28.6	5.9%
74.7	71.5	(3.2)	-4.5%	Operating Expense	495.1	479.4	(15.7)	-3.3%
1.2	**(0.5)**	**1.7**	**340.0%**	**Income from Operations**	**20.3**	**7.4**	**12.9**	**174.3%**
1.5%	*-0.8%*	*2.3%*	*287.50%*	*Operating Margin %*	*3.9%*	*1.5%*	*2.4%*	*160.0%*
				Op. margin % full year target		*3.0%*		
0.5	2.5	(2.0)	-80.0%	Non Operating Income	14.3	17.4	(3.1)	-17.8%
1.7	**2.0**	**(0.3)**	**-15.0%**	**Net Income**	**34.6**	**24.8**	**9.8**	**39.5%**
2.2%	*2.7%*	*-0.5%*	*-18.5%*	*Net Income Margin %*	*6.7%*	*5.1%*	*1.6%*	*31.4%*

Results for the year include $25.4 million in supplemental payments
January results include $5.6 million net CCAH rate range IGT payment

Consolidated Operating Margin



Key Financial Indicators

Indicator Metric		YTD 1/31/2026	Budget	S&P A+ Rated	YTD Prior Year
Operating Margin*		3.9%	0.4%	4.0%	5.1%
Total Margin*		6.7%	4.0%	6.6%	9.3%
EBITDA Margin**		8.5%	5.4%	13.6%	9.5%
Days of Cash*		359	317	249	373
Days of Accounts Payable*		43	45	-	47
Days of Net Accounts Receivable***		75	60	49	65
Supply Expense as % NPR		15.0%	14.6%	-	14.6%
Labor Expense as % NPR		52.9%	55.7%	53.7%	51.9%
Operating Expense per APD*		7,541	7,205	-	6,637

All metrics above are consolidated for SVH except Operating Expense per APD
*These metrics have **not** been adjusted for normalizing items
**Metric based on Operating Income (consistent with industry standard)
***Metric based on 365 days average net revenue (consistent with industry standard)

Executive Summary: Volume Trends

- Admissions and Census
  - YTD Admissions and observation are 2% higher than PY
  - YTD ADC is 4% lower than PY due to length of stay improvement
  - Admissions for the month are high due to winter seasonal trend
  - YTD ER volumes are down from PY but strong for the month
- Deliveries have decreased consistent with demographic trends
- Cath Lab – cases were flat to budget at 333

- Procedure Volume for the year show growth.
  - Strong growth in Infusion services
  - Surgical volume has been low for the last 2 months

Volume Summary – January 2026

Actual	Prior Year	Jan Bud	Bud Var	Key Statistics	YTD	YTD-PY	YTD Jan Bud	YTD Bud Var
				Inpatient				
116	118	114	2%	ADC	109	114	114	-4%
1,019	1,047	931	9%	Admissions	6,746	6,863	6,459	4%
103	141	130	-21%	Deliveries	754	814	905	-17%
TBD	2.2	2.3	#VALUE!	Medicare Traditional ALOS CMI Adjusted	TBD	2.3	2.3	#VALUE!
TBD	1.67	1.75		Medicare Traditional Case Mix	TBD	1.74	1.75	#VALUE!
				Emergency Room				
5,121	4,720	4,653	10%	ER OP Visits	31,725	32,007	32,274	-2%
809	798	719	13%	ER IP Admissions	5,272	5,308	4,983	6%
				Procedures				
150	140	146	3%	IP Surgeries	1,069	1,024	1,013	6%
267	328	293	-9%	OP Surgeries	2,138	2,109	2,030	5%
333	274	333	0%	Cath Lab	2,236	2,150	2,313	-3%
1,231	1,186	1,158	6%	OP Infusion Cases	8,877	8,060	8,032	11%
340	237	405	-16%	MRI Procedures	2,225	1,875	2,807	-21%
1,832	1,972	2,168	-15%	CT Scans	13,894	13,964	15,036	-8%
				Observation Cases				
188	181	152	24%	Obs Cases	1,362	1,086	1,057	29%

Executive Summary: Operations and Balance Sheet

Operations

- **Worked FTEs** on a per Adjusted ADC basis were **3%** unfavorable at **6.9** - compared to a target of **6.7**
- **Payor Mix** for the month was unfavorable with high Medicare. For the year, commercial mix is stable with prior year.

Non-Operating Income was under budget by $2.6 Million on lower investment income tied to lower interest rates

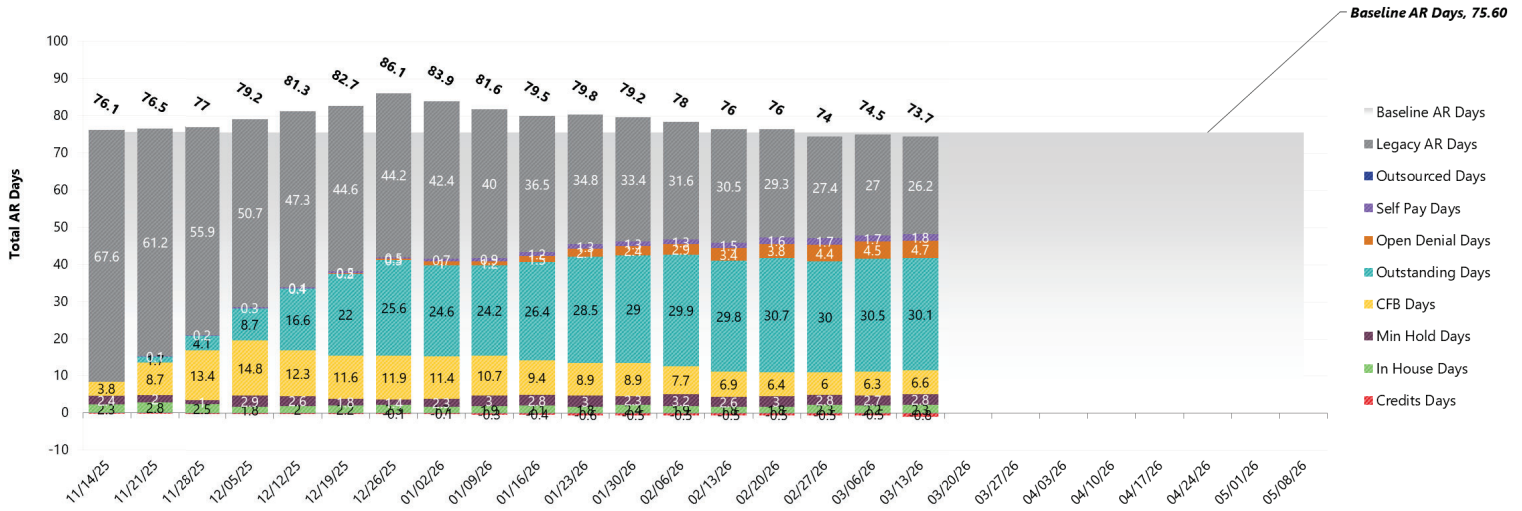
Balance Sheet

- Days in AR at 75 is trending over target. EPIC Days stable at a favorable 47 days at end of January.
- Days Cash on Hand at 359 was down 3 days mainly due to $6 million capital spend

	Prior 3 Months			Current Month		Year-To-Date	
Key Metrics	**Oct-25 Actual**	**Nov-25 Actual**	**Dec-25 Actual**	**Jan-26 Actuals**	**Jan-26 Budget**	**FY26 YTD Actuals**	**FY25 YTD Prior Year Actuals**
Total Gross Revenue	$ 303,866	$ 260,736	$ 279,453	$ 299,889	$ 305,516	$ 2,015,222	$ 1,927,084
Medicare %	44%	47%	45%	49%	46%	46%	46%
Medicaid %	29%	30%	29%	27%	29%	29%	29%
Commercial %	23%	20%	22%	20%	21%	21%	21%
All Other %	4%	4%	4%	4%	4%	4%	4%

Accounts Receivable

Days Trend with Legacy and EPIC Detail



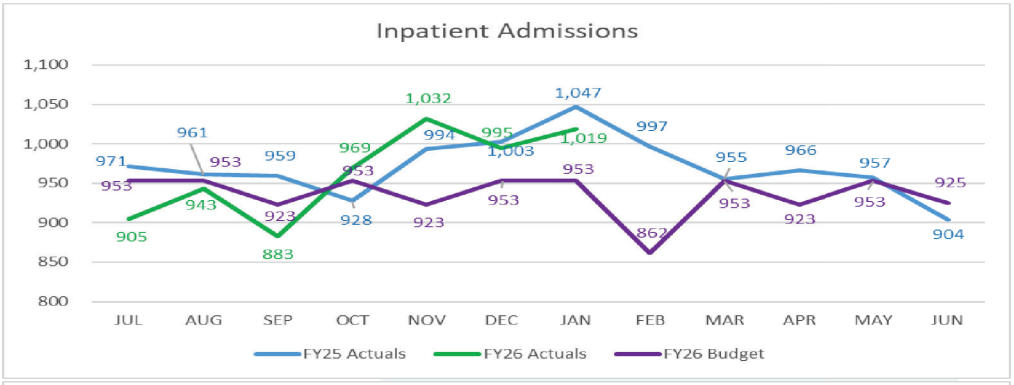
Medi-Cal and Other Supplemental Payments

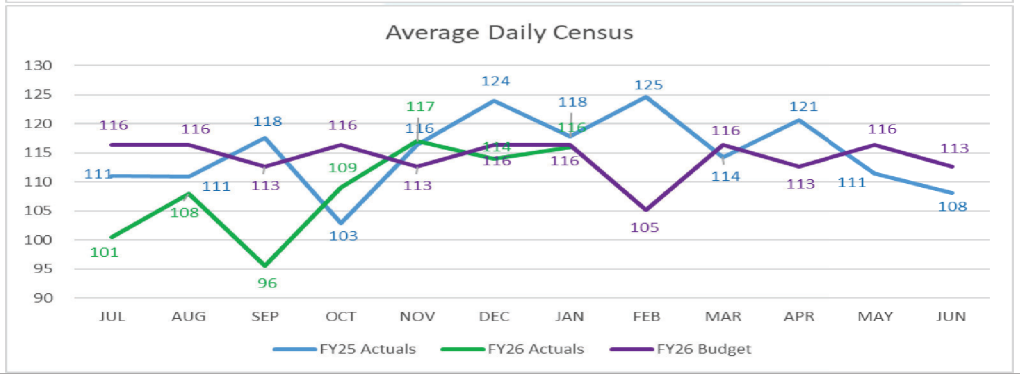
IGTs & Other Significant YTD Items

FY 2026			
Date	**Payor**	**Description**	**Amount**
Oct 2025	CCAH	Direct Payment Program (net) Phase 2- CY 2023	$4,474,778
Oct 2025	CCAH	DMPH-Quality Incentive Payment CY 2024 Interim	$3,326,677
Dec 2025	CCAH	CCAH-EPIC Training & Implementation Grant	$12,000,000
Jan 2026	CCAH	Voluntary Rate Range-CY 2024 (net)	$5,579,554
Total FY 2026			**$25,381,009**

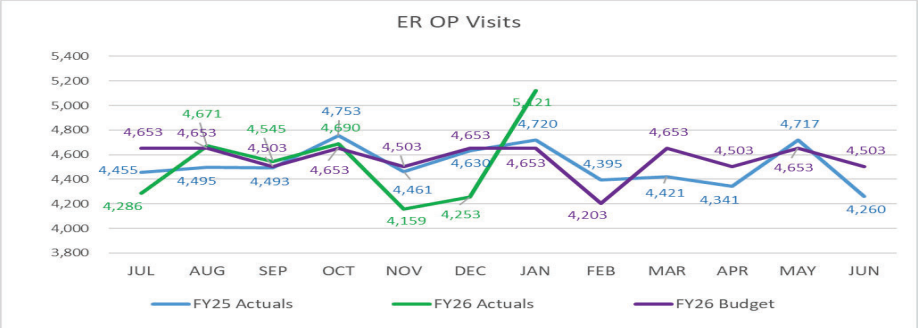
FY 2025			
Date	**Payor**	**Description**	**Amount**
Jan 2025	CCAH	Voluntary Rate Range-CY 2023 (net)	$4,639,758
Apr 2025	CCAH	Medi-Cal Quality Incentive Program (net)	$7,045,692
Apr 2025	DHCS	Medi-Cal OP Supplemental (net) CY 2023-24	$1,398,017
Apr 2025	CCAH	Direct Payment Program (net) Phase 1- CY 2023	$4,797,482
May 2025	CCAH	NDPH HQAF (net) Program Year-2024	$4,270,850
Jun 2025	DHCS	Medi-Cal Rate Range (net) CY 2024-25	$2,305,245
Multiple Dates	FEMA	Grant Funds (net) FY2025	$6,260,697
Total FY 2025			**$30,717,741**

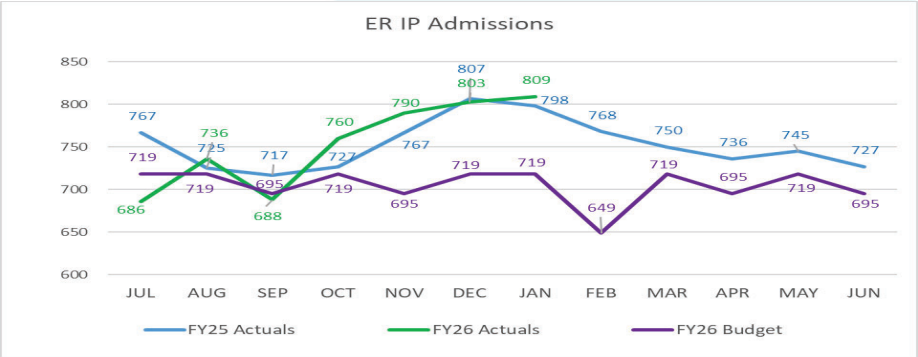
Volume Trends – Admissions & ADC



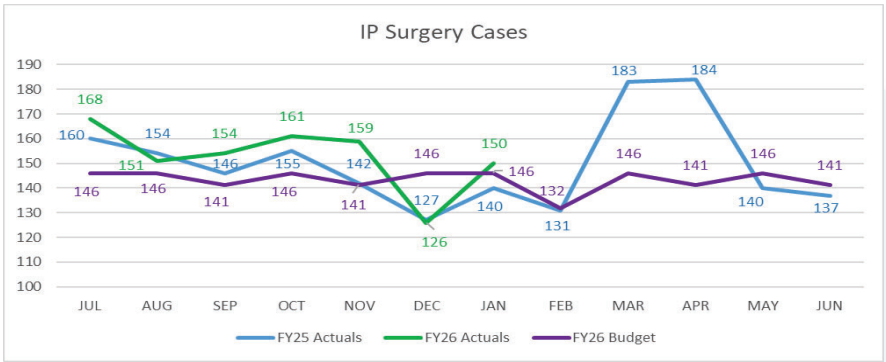


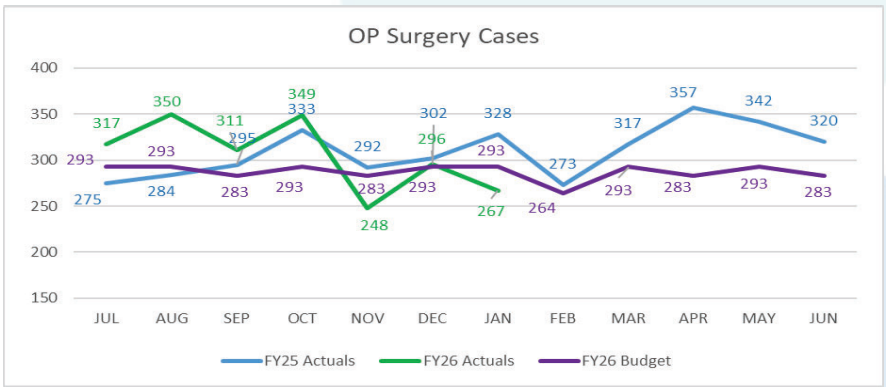
Volume Trends – ER



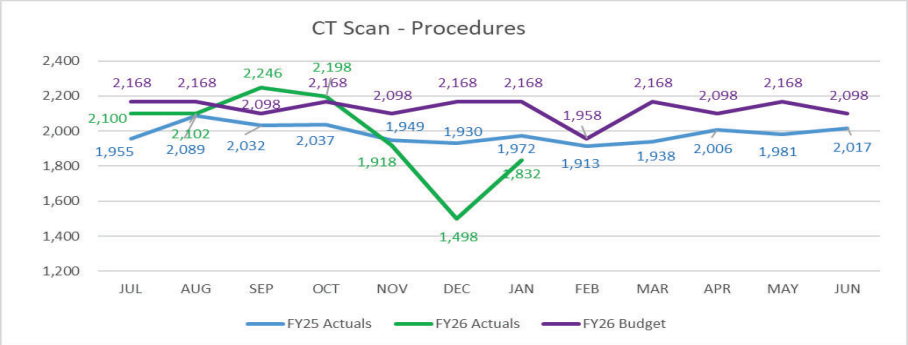


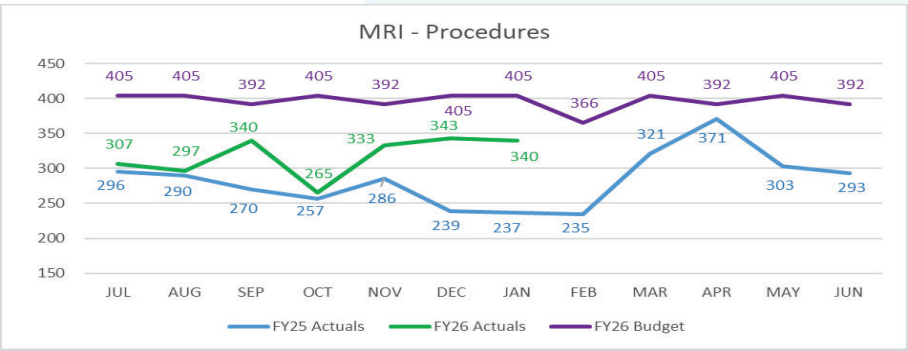
Volume Trends - Surgery Cases



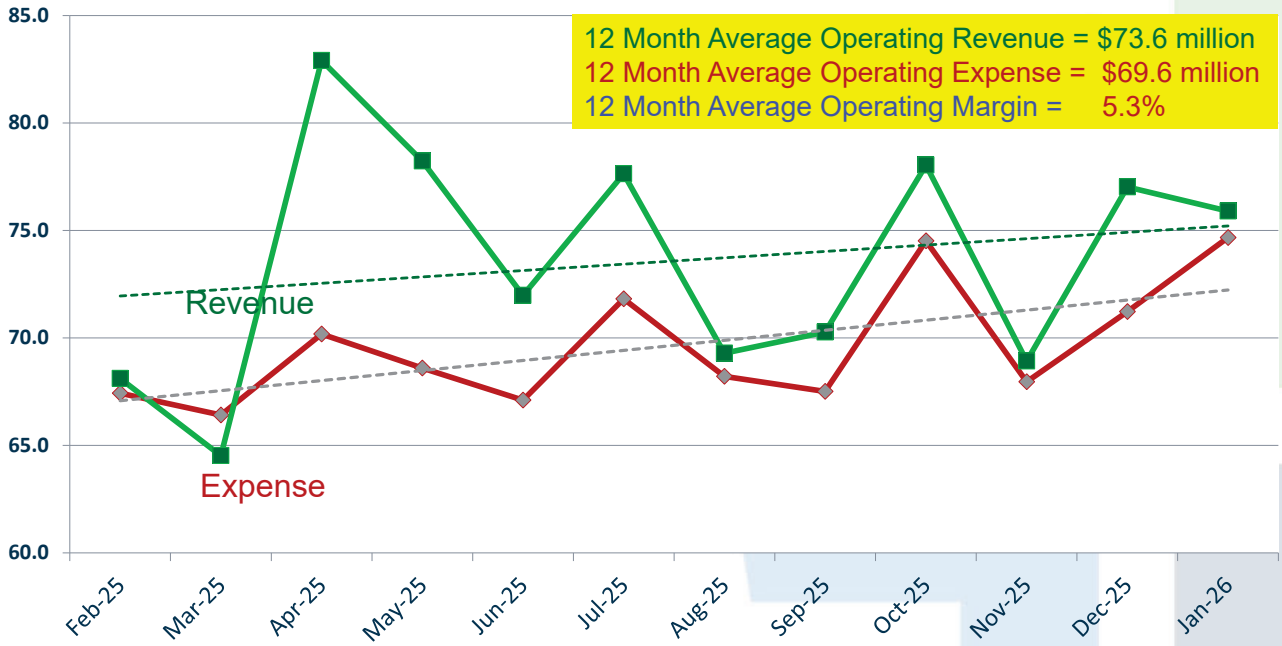


Volume Trends - Imaging

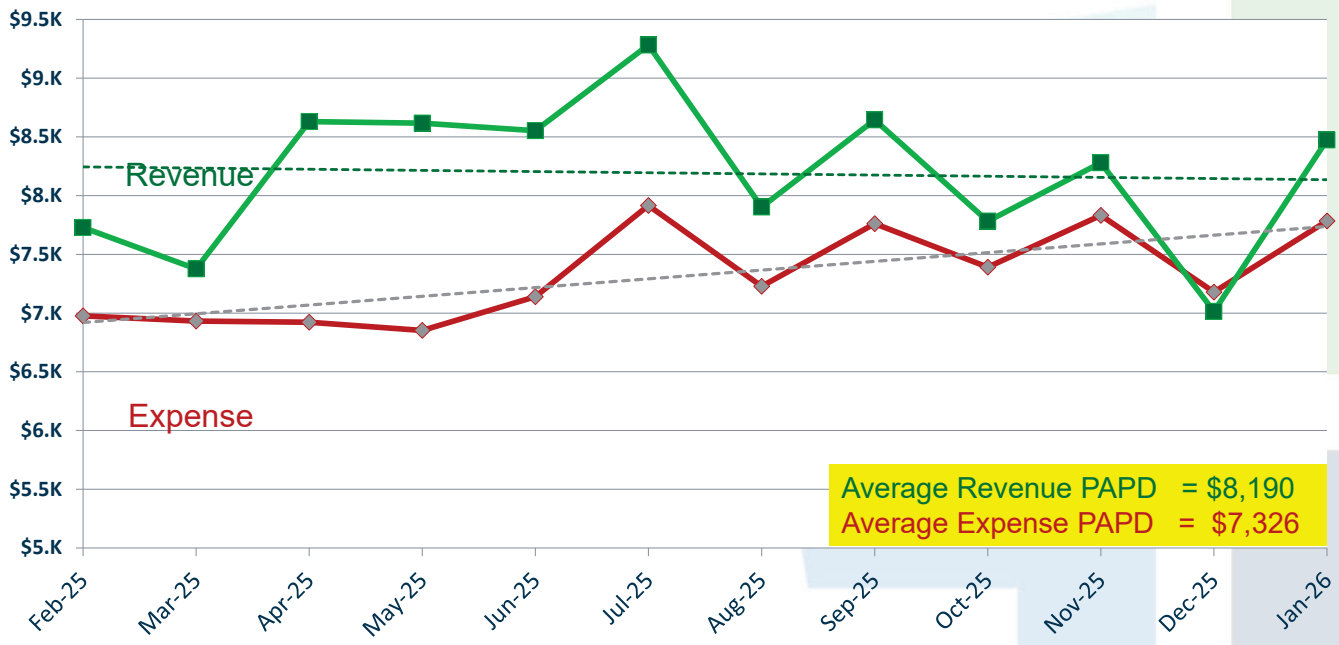




Consolidated Revenues & Expenses Rolling 12 Months: Feb 25 to January 26



Revenues & Expenses Per Adjusted Patient Day
Rolling 12 Months: Feb 25 to January 26



Labor Productivity Key Indicators

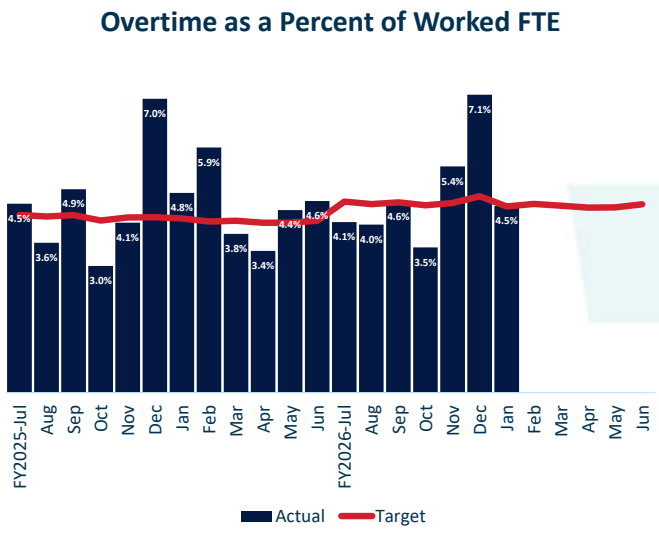
Current Month					Year-to-Date			
Prior Year	Actual	Budget	Variance (in FTE)		Prior Year	Actual	Budget	Variance (in FTE)
1,631.6	1,724.0	1,650.9	(73.1 FTE)	Worked FTE	1,576.0	1,680.7	1,591.9	(88.8 FTE)
4.8%	4.5%	4.5%	(0.1 FTE)	Overtime as a % of Worked Hours	4.6%	4.7%	4.6%	(1.8 FTE)
4.1%	5.8%	2.9%	(50.0 FTE)	Contract Labor as a % of Worked Hours	4.4%	6.5%	3.2%	(56.4 FTE)

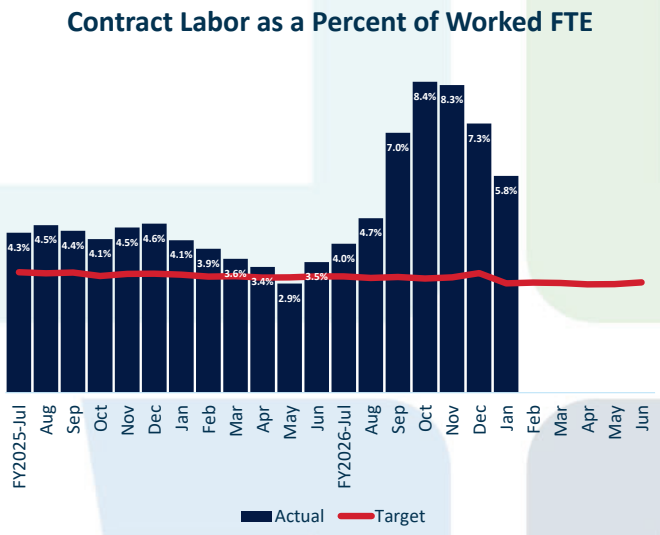
Labor Productivity

As of January 2026 Year-to-Date

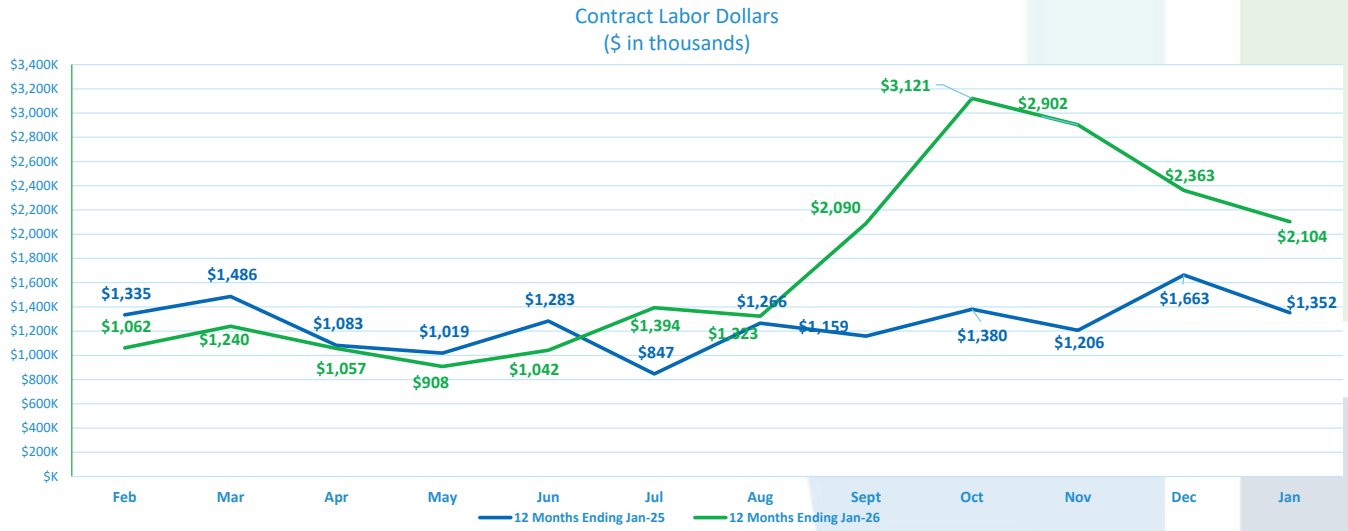
- **Worked FTE:** Worked FTE is unfavorable to budget by 73.1 in the month and 88.8 on a year-to-date basis. The variance is primarily driven by:
  - Contract Labor: Both the current month and year-to-date contract labor utilization is higher than budget. The impact is a negative FTE variance of 50.0 in January and 56.4 on a year-to-date basis.
  - Approved but Unbudgeted FTE and unrealized vacancy allowance in the budget: Approved cyber security, Workday and system analyst positions were inadvertently not added to the budget resulting in a negative variance of 9 FTE.
- **Overtime:** Overtime as a percent of Worked FTE is 4.5% in the month and 4.7% on a year-to-date basis; both are on target.
- **Contract Labor:** Contract labor usage is over budget and has increased to 5.8% of Worked FTE in the month and 6.5% on a year-to-date basis.
  - The increase is driven by the Epic implementation and filling roles that have been challenging to recruit.

Overtime & Contract Labor Trends

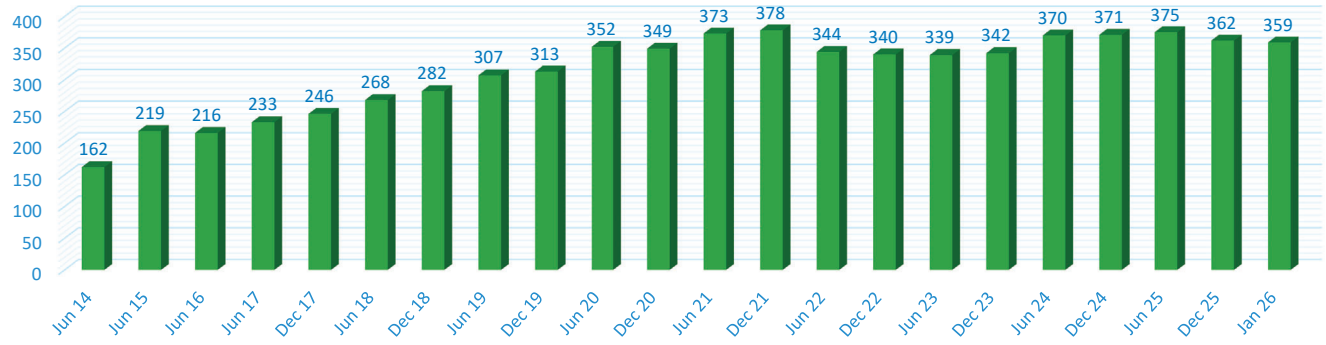


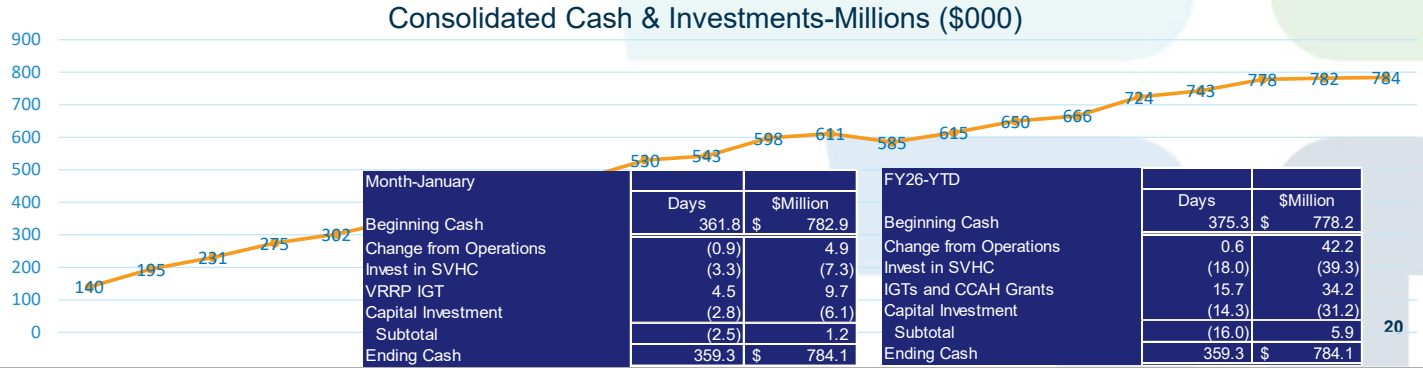


Contract Labor Trends



Days Cash on Hand = 359 Days ($784M) - January 2026





Month-January	Days	$Million
Beginning Cash	361.8	$ 782.9
Change from Operations	(0.9)	4.9
Invest in SVHC	(3.3)	(7.3)
VRRP IGT	4.5	9.7
Capital Investment	(2.8)	(6.1)
Subtotal	(2.5)	1.2
Ending Cash	359.3	$ 784.1

FY26-YTD	Days	$Million
Beginning Cash	375.3	$ 778.2
Change from Operations	0.6	42.2
Invest in SVHC	(18.0)	(39.3)
IGTs and CCAH Grants	15.7	34.2
Capital Investment	(14.3)	(31.2)
Subtotal	(16.0)	5.9
Ending Cash	359.3	$ 784.1

Questions/Comments

Salinas Valley HEALTH

SALINAS VALLEY HEALTH MEDICAL CENTER
SUMMARY INCOME STATEMENT
January 31 ,2026

	Month of January		Seven months ended January 31	
	Current Year	Prior Year	Current Period YTD	Prior Year YTD
Operating revenue:				
Net patient revenue	$ 63,631,150	$ 64,024,725	$ 412,980,093	$ 398,737,744
Other operating revenue	1,615,426	1,644,039	27,241,221	10,635,166
Total operating revenue	65,246,576	65,668,764	440,221,314	409,372,910
Total operating expenses	59,995,896	52,189,851	393,142,670	351,080,575
Total non-operating income	(4,847,496)	(3,487,895)	(15,740,241)	(14,947,157)
Operating and non-operating income	**$ 403,184**	**$ 9,991,018**	**$ 31,338,402**	**$ 43,345,178**

SALINAS VALLEY HEALTH MEDICAL CENTER
BALANCE SHEETS
Janaury 31 ,2026

	Current year	Prior year
Current assets	$ 457,041,967	$ 431,470,784
Assets whose use is limited or restricted by board	180,883,117	170,818,952
Capital assets	249,218,362	255,391,954
Other assets	391,093,143	304,325,620
Deferred pension outflows	55,438,539	85,734,219
	$1,333,675,128	$1,247,741,529
LIABILITIES AND EQUITY:		
Current liabilities	$ 102,094,269	$ 97,805,518
Long term liabilities	42,784,218	20,911,441
Lease deferred inflows	2,643,887	1,167,366
Pension liability	79,394,685	90,863,576
Net assets	1,106,758,069	1,036,993,628
	$1,333,675,128	$1,247,741,529

SALINAS VALLEY HEALTH MEDICAL CENTER
SCHEDULES OF NET PATIENT REVENUE
January 31, 2026

Current Year	Prior Year		Current YTD	Prior YTD
		Patients days:		
		By payer:		
1,952	1,812	Medicare	11,220	12,220
907	1,019	Medi-Cal	6,892	7,309
619	718	Commercial insurance	4,321	4,308
112	141	Other patient	903	774
3,590	3,690	Total patient days	23,336	24,611
		Gross revenue:		
149,128,264	132,293,237	Medicare	925,572,792	880,619,121
83,311,156	84,681,116	Medi-Cal	590,208,727	562,480,004
60,862,897	63,332,434	Commercial Insurance	434,787,418	407,886,997
10,689,331	13,871,775	Other patient	81,646,557	76,098,061
303,991,648	**294,178,563**	**Gross revenue**	**2,032,215,493**	**1,927,084,183**
		Deductions from revenue:		
(458,884)	149,819	Administrative adjustments	2,849,012	1,258,745
308,009	1,023,528	Charity care	5,022,588	3,682,134
		Contractual adjustments:		
55,084,386	44,694,336	Medicare outpatient	348,721,742	294,446,359
62,241,479	51,414,963	Medicare inpatient	351,171,884	335,774,491
427,084	1,711,901	Medi-Cal traditional outpatient	8,196,241	10,874,065
3,825,628	2,019,001	Medi-Cal traditional inpatient	23,704,347	34,810,341
39,045,488	44,411,828	Medi-Cal managed care outpatient	297,419,046	276,222,576
18,972,352	24,103,199	Medi-Cal managed care inpatient	192,238,092	179,840,538
28,908,282	27,257,532	Commercial insurance outpatient	190,074,240	186,423,928
23,587,093	24,657,651	Commercial insurance inpatient	139,887,102	155,121,747
6,688,171	5,976,284	Uncollectible accounts expense	43,651,399	38,366,424
2,019,734	2,733,795	Other payors	15,297,103	11,525,091
240,648,822	**230,153,838**	**Deductions from revenue**	**1,618,232,795**	**1,528,346,439**
63,342,826	**64,024,725**	**Net patient revenue**	**413,982,698**	**398,737,744**
		Gross billed charges patient type:		
142,143,147	138,434,750	Inpatient	916,431,867	902,679,829
126,512,523	121,139,628	Outpatient	871,932,677	800,334,925
36,214,163	34,604,184	Emergency room	244,729,133	224,069,429
304,869,833	**294,178,563**	**Total**	**2,033,093,677**	**1,927,084,183**

SALINAS VALLEY HEALTH MEDICAL CENTER
STATEMENTS OF REVENUE AND EXPENSES
January 31, 2026

Month of January			Seven months ended January 31		
Current Year	**Prior Year**		**Current Year**	**Prior Year**	
		Operating revenue:			
$ 304,869,833	$ 294,178,563	Gross billed charges	$ 2,033,093,677	$ 1,927,084,183	
241,238,683	230,153,838	Deductions from revenue	1,620,113,585	1,528,346,439	
63,631,150	**64,024,725**	**Net patient revenue**	**412,980,093**	**398,737,744**	
1,615,426	1,644,039	Other operating revenue	27,241,221	10,635,166	
65,246,576	**65,668,764**	**Total operating revenue**	**440,221,314**	**409,372,910**	
		Operating expenses:			
19,685,199	17,711,591	Salaries and wages	138,441,544	123,165,030	
4,358,579	3,717,358	Compensated absences	24,759,527	22,289,741	
7,496,934	8,925,390	Employee benefits	53,726,037	56,169,573	
9,289,789	8,367,519	Supplies, food, and linen	65,456,036	60,272,399	
6,383,463	3,754,821	Purchased department functions	33,874,369	27,054,251	
3,368,638	2,745,113	Medical Fees	19,478,707	17,786,920	
2,527,118	1,955,129	Other Fees	20,361,143	13,496,786	
3,597,692	2,706,543	Depreciation	21,890,180	17,894,958	
3,288,484	2,306,387	All other expense	15,155,128	12,950,916	
59,995,896	**52,189,851**	**Total Operating expenses**	**393,142,670**	**351,080,575**	
5,250,681	**13,478,913**	**Income from operations**	**47,078,643**	**58,292,335**	
		Non-operating Income:			
54,542	237,282	Donations	702,247	4,245,242	
500,550	476,714	Property taxes	3,503,851	3,337,000	
(563,055)	179,786	Investment Income	6,573,539	9,942,500	
(4,839,533)	(4,381,677)	Income from subsidiaries	(26,519,877)	(32,471,900)	
(4,847,496)	**(3,487,895)**	**Total non-operating income**	**(15,740,241)**	**(14,947,157)**	
$ 403,184	**$ 9,991,018**	**Operating and non-operating income**	**$ 31,338,402**	**$ 43,345,178**	

SALINAS VALLEY HEALTH MEDICAL CENTER
BALANCE SHEETS
January 31, 2026

	Current Year	Prior Year
ASSETS		
Current assets:		
Cash and Cash Equivalents	$ 292,742,121	$ 288,650,550
Patient accounts receivable, net of estimated uncollectibles	147,931,019	122,201,698
Supplies inventory at cost	5,746,978	9,121,260
Current portion of lease receivable	538,739	956,741
Other current assets	10,083,111	10,540,535
Total current assets	457,041,967	431,470,784
Assets whose use is limited or restricted by board	180,883,117	170,818,952
Capital assets:		
Land and construction in process	46,858,460	44,567,392
Other capital assets, net of depreciation	202,359,902	210,824,562
Total capital assets	249,218,362	255,391,954
Other assets:		
Right of use assets, net of amortization	9,773,406	8,434,565
Long term lease receivable	2,177,823	245,848
Subscription assets, net of amortization	57,895,666	8,843,195
Investment in securities	277,247,400	264,948,778
Investment in SVMC	3,979,984	89,425
Investment in Aspire/CHI/Coastal	1,589,613	1,674,184
Investment in other affiliates	17,795,937	21,384,928
Net Pension Asset	20,101,141	(1,827,475)
Goodwill	532,173	532,173
Total other assets	391,093,143	304,325,620
Deferred Pension Outflows	55,438,539	85,734,219
Total assets	$ 1,333,675,128	$ 1,247,741,529
LIABILITIES AND NET ASSETS		
Current liabilities:		
Accounts payable and accrued expenses	61,504,492	64,968,920
Due to third party payors	4,757,104	4,014,940
Current portion of self-insurance liability	21,505,086	22,825,371
Current subscription liability	5,604,324	3,159,894
Current portion of lease liability	3,644,394	2,836,393
Current portion of compensated absences	5,078,868	-
Total current liabilities	102,094,269	97,805,518
Long term portion of workers comp liability	11,655,972	12,078,720
Long term portion of lease liability	6,640,856	5,581,127
Long term subscription liability	12,435,237	3,251,594
Long term portion of compensated absences	12,052,154	-
Total Liabilities	144,878,487	118,716,959
Lease deferred inflows	2,643,887	1,167,366
Pension Liability	79,394,685	90,863,576
Net Assets:		
Invested in capital assets, net of related debt	249,218,362	255,391,954
Unrestricted	857,539,707	781,601,674
Total Net Assets	1,106,758,069	1,036,993,628
Total liabilities and net assets	$ 1,333,675,128	$ 1,247,741,529

SALINAS VALLEY HEALTH MEDICAL CENTER
STATEMENTS OF REVENUE AND EXPENSES - ('000)
January 31, 2026

Actuals	Budget	$ Variance	% Variance		Actuals YTD	Budget YTD	$ Variance	% Variance
				Operating revenue:				
304,869,833	305,515,861	(646,028)	0.2%	Gross billed charges	2,033,093,677	2,032,782,043	311,634	0.0%
241,238,683	246,754,268	(5,515,585)	2.2%	Deductions from revenue	1,620,113,585	1,633,112,288	(12,998,703)	0.8%
63,631,150	**58,761,593**	**4,869,557**	-8.3%	**Net patient revenue**	**412,980,093**	**399,669,755**	**13,310,337**	**-3.3%**
1,615,426	1,721,629	(106,202)	6.2%	Other operating revenue	27,241,221	12,051,402	15,189,819	-126.0%
65,246,576	**60,483,222**	**(4,763,354)**	**-7.9%**	**Total operating revenue**	**440,221,314**	**411,721,157**	**(28,500,156)**	**6.9%**
				Operating expenses:				
19,685,199	20,704,974	(1,019,775)	4.9%	Salaries and wages	138,441,544	132,155,569	6,285,974	-4.8%
4,358,579	2,931,169	1,427,410	-48.7%	Compensated absences	24,759,527	25,744,718	(985,190)	3.8%
7,496,934	8,807,652	(1,310,718)	14.9%	Employee benefits	53,726,037	55,552,614	(1,826,577)	3.3%
9,289,789	9,051,530	238,260	-2.6%	Supplies, food, and linen	65,456,036	62,701,826	2,754,210	-4.4%
6,383,463	4,650,718	1,732,745	-37.3%	Purchased department functions	33,874,369	31,855,753	2,018,616	6.3%
3,368,638	2,615,198	753,440	-28.8%	Medical Fees	19,478,707	18,298,887	1,179,820	-6.4%
2,527,118	1,485,034	1,042,084	-70.2%	Other Fees	20,361,143	10,418,508	9,942,635	-95.4%
3,597,692	3,846,773	(249,081)	6.5%	Depreciation	21,890,180	20,328,934	1,561,245	-7.7%
3,288,484	1,998,360	1,290,123	-64.6%	All other expense	15,155,128	14,089,933	1,065,195	7.6%
59,995,896	**56,091,408**	**3,904,488**	**-7.0%**	**Total Operating expenses**	**393,142,670**	**371,146,742**	**21,995,929**	**-5.9%**
5,250,681	**4,391,814**	**(858,866)**	**-19.6%**	**Income from operations**	**47,078,643**	**40,574,415**	**(6,504,228)**	**-16.0%**
				Non-operating Income:				
54,542	216,667	(162,125)	74.8%	Donations	702,247	1,516,667	(814,420)	53.7%
500,550	500,550	-	0.0%	Property taxes	3,503,851	3,503,851	-	0.0%
(563,055)	1,242,496	(1,805,551)	145.3%	Investment Income	6,573,539	8,697,369	(2,123,830)	24.4%
(4,839,533)	(4,730,137)	(109,396)	-2.3%	Income from subsidiaries	(26,519,877)	(31,652,314)	5,132,437	16.2%
(4,847,496)	**(2,770,425)**	**(2,077,072)**	**-75.0%**	**Total non-operating income**	**(15,740,241)**	**(17,934,428)**	**2,194,186**	**12.2%**
403,184	**1,621,390**	**1,218,205**	**75.1%**	**Operating and non-operating income**	**31,338,402**	**22,639,988**	**(8,698,414)**	**38.4%**

CORPORATE COMPLIANCE & AUDIT COMMITTEE

Minutes of the
Corporate Compliance & Audit Committee
will be distributed at the Board Meeting

(JOEL HERNANDEZ LAGUNA)

Medical Executive Committee Summary – March 12, 2026

Items for Board Approval

Credentials Committee

Initial Appointment:

APPLICANT	SPECIALTY	DEPT	PRIVILEGES
Kumari, Anita, MD	Hematology/ Oncology	Medicine	Hematology Medical Oncology SVHMC Outpatient Infusion Center

Reappointment:

APPLICANT	SPECIALTY	DEPT	PRIVILEGES
Bahu-Baugh, Najwa, MD	Pulmonology	Medicine	Medicine- Active Community
Bain, Lisa, MD	Neonatology	Family Medicine/ Pediatrics	Tele-Neonatology
Berry, Glenn, MD	Anesthesiology	Anesthesiology	Anesthesiology
Chitkara, Ritu, MD	Neonatology	Family Medicine/ Pediatrics	Tele-Neonatology
Franklin, Peter, MD	Family Medicine	Family Medicine/ Pediatrics	Family Medicine-Active Community
Glasscock, Gregory, MD	Neonatology	Family Medicine/ Pediatrics	Neonatology
Griggs, Ryan, DO	Urology	Surgery	Urology
Guiroy, Bernadette, MD	General Surgery	Surgery	General Surgery
Hinz, Christina, MD	Anesthesiology	Anesthesiology	Anesthesiology:
Hu, Steve, MD	Gastroenterology	Medicine	Gastroenterology
Lew, James, MD	Family Medicine	Family Medicine/ Pediatrics	Family Medicine Pediatric and Well Newborn
Macedo, Joseph, MD	Ob/Gyn	Ob/Gyn	Obstetrical – Hospitalist Gynecology – Hospitalist
Mercado, Ma Cristina, MD	Pediatrics	Family Medicine/ Pediatrics	Pediatrics-Active Community
Mutoro, Nancy, MD	Internal Medicine	Medicine	Adult Hospitalist
Ramaiah, Purushotham, MD	Internal Medicine	Medicine	Adult Hospitalist
Roy, David, MD	Orthopedic Surgery	Surgery	Orthopedic Surgery Hand Surgery
Sanfilipo, Michael, MD	Psychiatry	Medicine	Tele-Psychiatry
Shen, Jason, MD	Neurology	Medicine	Tele-Neurology.
Suh, Susie, MD	Rheumatology	Medicine	Rheumatology Internal Medicine
Trapp, Terrence, MD	Otolaryngology	Surgery	Otolaryngology
Trost, Stephanie, MD	Pediatrics	Family Medicine/ Pediatrics	Pediatrics Family Medicine - Active Community
Youngflesh, Kyle, DO	Palliative Medicine	Medicine	Palliative Medicine SVHMC Outpatient Infusion Center

Temporary Privileges:

APPLICANT	SPECIALTY	PRIVILEGE MODIFICATION
Mutoro, Nancy, MD	Internal Medicine	7/1/2025 – 7/15/2025 and 8/4/2025-10/31/2025
Mutoro, Nancy, MD	Internal Medicine	11/1/2025-12/20/2025; 1/1/2026-1/28/2026; and 2/2/2026-3/3/2026

Staff Status Modifications:

APPLICANT	SPECIALTY	STATUS CHANGE
Slack, Robert, MD	Critical Care	Requesting a Leave of Absence 2/9/2026 - 11/30/2026
Chamsuddin, Abbas, MD	Tele-Radiology	Resignation effective 2/10/2026
Khazanehdari, Shahab, MD	Tele-Neurology	Resignation effective 2/7/2026

Other Items: ***(Attached)***

OB Hospitalist – Clinical Privilege Delineation Revision	Recommended approval of the revision removing Moderate Sedation from Special Privileges.

Interdisciplinary Practice Committee

Initial Appointment:

APPLICANT	PRIVILEGES	DEPT	COLLABORATING/SUPERVISING PHYSICIAN(S)
De La Cuesta, Karen, NP	Nurse Practitioner - Neurology	Medicine	Rene Colorado, MD Wayne Shen, MD Christopher Bird, MD Nima Behesti, DO
Wright, Varstarr, PMHNP	Nurse Practitioner Tele- Psychiatry	Medicine	Nagib Chowdhury, MD
Zuniga, Elizabeth, PA-C	Physician Assistant – OB/GYN	Obstetrics & Gynecology	Gregory Kanter, MD

Reappointment:

APPLICANT	PRIVILEGES	DEPT	COLLABORATING/SUPERVISING PHYSICIAN(S)
Mognoni, Stacy, PA-C	Physician Assistant – Emergency Medicine	Emergency Medicine	Kimberly Moulton, MD
Poandl, Alison, PA-C	Physician Assistant – OB/GYN	Obstetrics & Gynecology	Gregory Kanter, MD

Policies/Procedures/Plans:

1. 2-Bag System Fluid Titration
2. Aseptic Technique for Procedural Areas
3. Controlled Substances and Drub Diversion Management
4. Intravenous Lidocaine for Pain
5. Nutrition Services Food Borne Illness Reporting

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 February 2026
c. Medical Staff Statistics Year to Date
d. Financial Update January 2026
e. Executive Updates
f. HCAHPS Update March 5, 2026

Salinas Valley Health Medical Center

Clinical Privileges Delineation
Obstetrical Hospitalist

Applicant Name: _____

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

- Successful completion of an ACGME or AOA accredited post-graduate training program in obstetrics and gynecology;
  AND
- Documentation of at least 100 deliveries, including at least 20 C-Sections or 25 C-Sections assists within the past 24 months **or** demonstration of successful participation in a hospital-affiliated formalized residency or special clinical fellowship within the past 24 months.
  AND
- Current certification in obstetrics and gynecology by the American Board of Obstetrics and Gynecology or the American Osteopathic Board of Obstetrics and Gynecology.
  AND
- Completion of an American College of Obstetricians and Gynecologists (ACOG) endorsed fetal monitoring strip interpretation course that includes NICHD nomenclature within three months of appointment

New applicants will be required to provide documentation of the number and types of their hospital cases during the past 24 months. Applicants have the burden of producing information deemed adequate by the Hospital for a proper evaluation of current competence, and other qualifications and for resolving any doubts.

General Privilege Statement

Clinically privileged individuals who have been determined to meet criteria within their practice specialty are permitted to admit, evaluate, diagnose, treat and provide consultation independent of patient age, and where applicable, provide surgical and therapeutic treatment within the scope of those clinical privileges and to perform other procedures that are extensions of those same techniques and skills. In the event of an emergency, any credentialed individual is permitted to do everything reasonably possible regardless of department, staff status or clinical privileges, to save the life of a patient or to save a patient from serious harm as is outlined in the Medical Staff Bylaws.

Obstetrical Core privileges for the Obstetrical Hospitalist

Privileges to admit, evaluate, diagnose, treat, and provide consultation to female patients presenting in any condition or stage of pregnancy, including injuries and disorders of the reproductive system. Privileges include, but are not limited to, amniocentesis, amniotomy, incidental appendectomy, management of labor, obstetrical ultrasound, cerclage, vaginal deliveries and related procedures, trial of labor after cesarean section and related procedures, cesarean section and related procedures, all other procedures related to normal and complicated delivery, emergent Cesarean Hysterectomy, surgical treatment of post-partum complications, i.e. post-partum hemorrhage and management of high-risk pregnancies including major medical diseases that are complicating factors in pregnancy, perform and interpret nitrazine tests.

Gynecology Core privileges for the Obstetrical Hospitalist

Privileges include admission, evaluation, diagnosis, and consultation on female patients with illness, injuries, and disorders of the gynecological or genitourinary system and illness and injuries of the mammary glands.

Reappointment Criteria for Core Privileges:

- Applicant must provide evidence of current ability to perform requested privileges, at a minimum this shall include documentation of 25 deliveries; 10 of which must be C-Sections or 25 C-Section assists.
  AND
- Participation in the annual assessment of EFM (electronic fetal monitoring) principles
  AND
- Document annual participation in at least one OB patient safety drill facilitated by SVH Perinatal Services. (Effective October 1, 2025) assessed at the time of reappointment.
  AND
- Current certification in obstetrics and gynecology by the American Board of Obstetrics and Gynecology or the American College of Osteopathic Obstetrics and Gynecology.

Core Proctoring Requirements: Core proctoring requirements include direct observation or concurrent and/or retrospective review as per proctoring policy contained in the Medical Staff General Rules and Regulations.

Special Proctoring Requirements for deliveries:

A minimum of 3 proctored deliveries.
In the event an unscheduled C-Section is performed, that case shall be retrospectively reviewed and a proctoring form completed.

Special Procedures/Privileges

Qualifications: To be eligible to apply for a special procedure privilege listed below, the applicant must demonstrate successful completion of an approved and recognized course or acceptable supervised training in residency, fellowship, or other acceptable experience; and provide documentation of competence in performing that procedure consistent with the criteria set forth below.

Proctoring of Special Procedure Privileges: These special procedure proctoring requirements must be met in addition to the core proctoring requirements described on page one of this privilege form.

Applicant: Place a check mark in the (R) column for each privilege requested. New applicants must provide documentation of the number and types of hospital cases during the past 24 months.

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

Note: If recommendations for clinical privileges include a condition, modification or are not recommended, the specific condition and reason for same must be stated on the last page of this form.

Applicant: Check box marked "R" to request privileges

R	A	C	N	Procedure	Initial Appointment	Proctoring	Reappointment
				Moderate Sedation	**Current ACLS Certification** **AND** Signed attestation of reading SVMH Sedation Protocol and learning module, **AND** Completion of written moderate sedation exam with minimum of 75% correct.	1	**Current ACLS Certification** **AND** Completion of written moderate sedation exam with minimum 75% correct **AND** Performance of at least two (2) Cases

Salinas Valley Memorial Healthcare System – OB HOSPITALIST

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

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

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

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

_____ _____

_____ _____

_____ _____

Applicant Signature: Date:

Acknowledgment of practitioner

I have requested only those privileges for which by education, training, current experience, and demonstrated performance I am qualified to perform, and that I wish to exercise at Salinas Valley Health Medical Center. I further submit that I have no health problems that could affect my ability to perform the privileges I am request. I also understand that:

(a) In exercising any clinical privileges granted, I am constrained by hospital and medical staff Bylaws, Rules and Regulations, and policies applicable generally and any applicable to the particular situation,

(b) Any restriction on the clinical privileges granted to me is waived in an emergency situation and in such a situation my actions are governed by the applicable section of the medical staff bylaws or related documents.

Applicant Signature Date

*****Department Chair's Recommendation*****

I have reviewed the requested clinical privileges and supporting documentation for the above-named applicant and make the following recommendation(s):

□ Recommend all requested privileges
□ Recommend all requested privileges with the following conditions/modifications:
□ Do not recommend the following requested privileges:

Privilege	Condition/Modification/Explanation
1.	
2.	
3.	
4.	
Notes:	

Department Chair Signature Date

Status Pending PolicyStat ID 19138968

Origination	12/16/2024	Owner	Genevieve delos Santos: Director Pharmacy
Approved	N/A	Area	Pharmacy Protocols
Expires	1 year after approval		

2-Bag System Fluid Titration Pharmacy Calculation Protocol in Pediatric DKA Patients

I. POLICY STATEMENT

A. N/A

II. PURPOSE

A. To provide standardization for initiation and rate maintenance of maintenance fluids utilizing a 2-bag system in pediatric DKA patients seen in the emergency department prior to transfer by pharmacist management.

III. DEFINITIONS

A. Diabetic Ketoacidosis (DKA): Characterized by uncontrolled hyperglycemia, metabolic acidosis, and increased body ketone concentrations.

B. 2-Bag System: Two bags of fluids containing the equal amounts of electrolytes but different dextrose concentrations for maintenance infusion.

IV. GENERAL INFORMATION

A. Salinas Valley Health Medical Center (SVHMC) pharmacists will manage the fluid rate initiation and titration of maintenance fluids when utilizing a 2-bag system in pediatric diabetic ketoacidosis (DKA) patients upon provider request. This management will be conducted in accordance with evidence-based guidelines and best practice standards as outlined in this policy.

B. This protocol authorizes SVHMC clinical pharmacists to manage maintenance fluid infusions for pediatric DKA patients utilizing a 2-bag system, in collaboration with physicians and nursing staff.

C. Inclusion criteria:

1. Pediatric patients < 18 years old
2. Pediatric patients requiring fluid administration utilizing a 2-bag system
3. Pediatric patients in the emergency department that will be transferred to another facility

D. Exclusion criteria
    1. Patients >/= 18 years old

V. PROCEDURE

A. Physician/Ordering Provider Responsibility
    1. Initiate the protocol as appropriate for eligible patients.
    2. Provide necessary patient information and initial orders.
    3. Maintain oversight of patient care and protocol implementation.

B. Pharmacist Responsibility:
    1. Reviewing patient's chart to ensure the appropriate application of the 2-Bag System for pediatric DKA.
    2. Determine and adjust fluid rates based on patient-specific factors and established guidelines [Refer to SVHMC 2-Bag System Fluid Titration Calculation Guide].
    3. Communicate fluid management decisions to the case team through appropriate channels in the Electronic Health Record (EHR)
    4. Document in the EHR:
        a. Fluid rate changes
        b. Clinical interventions, including relevant patient data, current therapy, and recommendations
    5. Update relevant status boards or communication tools as needed for care team coordination.
    6. Monitoring patient's clinical status and laboratory values, adjusting fluid management as appropriate.

C. Nursing Responsibility:
    1. Implement fluid rate changes as directed by the pharmacist.
    2. Conduct and report necessary patient monitoring.
    3. Communicate significant changes in patient status to the physician and pharmacist.

D. Monitoring
    1. The Pharmacist may order or recommend the following laboratory tests under this protocol:
        a. Blood Glucose
            i. Frequency as clinically appropriate, typically hourly for Point of

Care testing.

b. Serum Potassium

i. Baseline and as clinically indicated.

E. Documentation

1. The Pharmacist will document as outlined in the above procedures and when relevant to communicate with the care team.

F. Dosing Guidelines

1. The Pharmacist will follow the 2-Bag System Fluid Titration Calculation Guide in conjunction with clinical discretion to optimize management of the fluid rate and minimize adverse drug reactions.
2. Deviations from standard guidelines should be documented with appropriate clinical rationale.

VI. EDUCATION/TRAINING

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

VII. REFERENCES

A. Hasan RA, Hamid K, Dubre D, et al. The Two-bag System for Intravenous Fluid Management of Children with Diabetic Ketoacidosis: Experience from a Community-Based Hospital. Glob Pediatr Health. 2021; 8: 1-8.

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C. So TY, Grunewalder E. Evaluation of the Two-Bag System for Fluid Management in Pediatric Patients with Diabetic Ketoacidosis. J Pediatr Pharmacol Ther. 2009; 14(2): 100-105

D. Kuppermann N, Ghetti S, Schunk JE, et al. Clinical Trial of Fluid Infusion Rates for Pediatric Diabetic Ketoacidosis. N Engl J Med. 2018; 378(24):2275-2287

E. White P, Dickson BA. Low morbidity and mortality in children with diabetic ketoacidosis treated with isotonic fluids. J Pediatr. 2013; 163(3):761-766

F. Glaser N, Fritsch M, Priyambada L, et al. ISPAD Clinical Practice Consensus Guidelines 2022: Diabetic ketoacidosis and the hyperglycemic hyperosmolar state. Pediatr Diabetes. 2022; 23(7):835-856

Attachments

SVH 2-Bag System Fluid Titration Calculation Guide.pdf

Approval Signatures

Step Description	Approver	Date
Board Approval	Rebecca Alaga: Regulatory/ Accreditation Coordinator	Pending
Medical Executive Committee	Katherine DeSalvo: Director Medical Staff Services	3/13/2026
P&T or IPC	Kiri Golleher: Pharmacy Clinical Coordinator	2/9/2026
ED Dept.	Cristina Martinez: PHYSICIAN	1/20/2026
ED Dept.	David Thompson: Director Nursing	1/13/2026
Policy Committee	Rebecca Alaga: Regulatory/ Accreditation Coordinator	1/6/2026
Policy Owner	Genevieve delos Santos: Director Pharmacy	1/5/2026

Standards

No standards are associated with this document

Status Pending PolicyStat ID 18643616

Origination	1/10/2014	Owner	Aisha Huebner: Director Perioperative Services
Approved	N/A	Area	Infection Control
Expires	3 years after approval		

Aseptic Technique for Procedural Areas

I. POLICY STATEMENT

A. N/A

II. PURPOSE

A. To guide staff with aseptic technique.

III. DEFINITIONS

A. Aseptic technique - involves the use of specific actions and activities to prevent contamination and maintain sterility of identified areas during operative and invasive procedures.

B. High Risk Procedures - Invasive procedures with potential for exposure to blood, body fluid or infectious material..

IV. GENERAL INFORMATION

A. Basic principles of aseptic technique shall be strictly adhered to in creating and maintaining a sterile field for surgical procedures.

B. Implementing sterile technique when preparing, performing or assisting with surgical and other invasive procedures is the key to maintaining sterility and preventing surgical site infections.

V. PROCEDURE

A. Supplies necessary for establishing a sterile field for the procedure are opened in a manner that maintains their sterility.

1. Containers enclosing sterile items include but are not limited to peel packages, metal containers with lids, bottles and paper wrapped packages.

2. Sterile items are checked prior to opening for package integrity, expiration date (when applicable), and verification that the sterilization indicator has met the manufacturer's parameters for sterilization.
3. The sterile field will be created and supplies opened as close to the time of the procedure as possible.

B. Persons within the sterile fields are attired in sterile gowns, gloves, hair covering, face mask and eye protection.
    1. Perioperative team members will perform surgical hand scrub.
    2. Closed glove technique is the preferred method of self-gloving. Double gloving is recommended in high risk procedures.
    3. Persons in sterile attire touch only sterile articles.
    4. Persons in non-sterile attire touch only non-sterile articles.
    5. It is the responsibility of the scrub person to check the sterilization indicator within the sterile package to determine whether the item has been exposed and passed the sterilization process.

C. Surgical drapes are applied to preserve the sterility of the operative field.
    1. Sterile drapes are applied to the patient and equipment/furniture, ie: backtable & mayo stand will be included in the sterile field.
    2. Sterile barriers that have been permeated or penetrated are considered unsterile and will be replaced or reinforced.
    3. Traffic patterns between sterile fields will be avoided.

D. Documentation:
    1. Nursing activities are documented in the patient record.
    2. Major breaks in sterile technique are documented and an occurrence report is completed.

VI. EDUCATION/TRAINING

A. Education and/or training is provided as needed

VII. REFERENCES

A. AORN , 2024, Guidelines for Perioperative Practice, Guidelines for Sterile Technique.

Approval Signatures

Step Description	Approver	Date

Board Approval	Rebecca Alaga: Regulatory/ Accreditation Coordinator	Pending
Medical Executive Committee	Katherine DeSalvo: Director Medical Staff Services	3/13/2026
LWG	Rebecca Alaga: Regulatory/ Accreditation Coordinator	2/10/2026
P&T or IPC	Kiri Golleher: Pharmacy Clinical Coordinator	2/6/2026
IP	Melissa Deen: Manager Infection Prevention	1/7/2026
Policy Committee	Rebecca Alaga: Regulatory/ Accreditation Coordinator	1/5/2026
Policy Owner	Aisha Huebner: Director Perioperative Services	1/5/2026

Standards

No standards are associated with this document

Status **Pending** PolicyStat ID **19689507**

Origination	N/A	Owner	Genevieve delos Santos: Director Pharmacy
Approved	N/A	Area	Pharmacy
Expires	2 years after approval		

Controlled Substance and Drug Diversion Management

I. POLICY STATEMENT

A. This SVH Policy and Procedure describes the minimum standards that are applicable to all SVH facilities and locations, regarding Controlled Substances and Drug Diversion Management.

B. SVH Pharmacy, nursing, ancillary and all other SVH staff shall be required to adhere to federal and state law, by properly documenting the proper purchasing, receiving, storage, distribution, and administration of Controlled Substances, at all times.

II. PURPOSE

A. To ensure accurate inventory, records and disposition of controlled substances as required by state and federal laws, rules, and regulations.

III. DEFINITIONS

A. **Automated Dispensing Machine (ADM):** ADM provides an administration control and charging system for controlled substances, and non-controlled medications.

B. **Central Inpatient Pharmacy (CIP):** The main pharmacy within Salinas Valley Health Medical Center (SVH).

C. **Controlled Substance:** Medications classified as Schedule I through V, by the United States Drug Enforcement Agency (DEA) and/or applicable state law.

D. **Drug Diversion:** Intentionally and without proper authorization, using or taking or attempting to use or take, possession of a Controlled Substance through the use of unauthorized prescription, ordering systems, dispensing systems, or waste disposal systems. Examples of drug diversion include, but are not limited to, the following:

1. Medication theft
2. Using or taking possession of a medication without a valid order or prescription

3. Forging or illegally modifying or obtaining a prescription
4. Consuming or taking possession of medication waste, i.e., left over medication
5. Substitution/dilution
6. Falsification of drug related records, failure to document
7. Any other activity that causes any Controlled Substance to be diverted to an unauthorized possession or use

E. **Resource Conservation and Recovery Act (RCRA):** The Environmental Protection Agency will label a medication with RCRA status which gives them the authority to control waste from generation disposal.

F. **Registrant:** The individual or organization associated with SVH, that has registered with the United States Department of Justice, Drug Enforcement Administration to purchase, store, dispense and/or administer Controlled Substances

IV. GENERAL INFORMATION

A. The DEA registrant has overall responsibility and accountability for all controlled substances under its control, from the point of procurement to utilization, return and/or waste. Under the law, the organization is responsible to ensure that controlled substances are used lawfully for patient care and not diverted for non-lawful use.

B. The Pharmacist-In-Charge (PIC), acting as the facility's agent, is responsible for overseeing controlled substance disposition and ensuring that transaction records comply with all state and federal laws, rules, and regulations.

C. In the event of an actual or suspected drug diversion event, the following shall apply:

1. SVH shall support an environment that is free of retaliation or intimidation for any reports made in good faith, and with the best interest of the organization and its patients. Reporting of these types of activities shall be made as described in this Policy and Procedure.
2. Failure to report knowledge, suspicion or witnessed acts of drug diversion can be viewed as negligent or reckless conduct, and therefore, may be the basis for corrective action for the individual or individuals, that failed to report those activities.
3. All suspected incidents of drug diversion will be thoroughly and confidentially investigated, as described in this Policy and Procedure. Suspected incidents involving non-SVH employees will involve the entity responsible for the individual or individuals involved in the alleged drug diversion (i.e., the individual or individuals' employer, college, or agency that is employing them) for continued follow up.

V. PROCEDURE

A. Regulatory

1. DEA Registration and Licensure
    a. The DEA Certificate of Registration (DEA Form 223) is current and

maintained at the registered location in a readily retrievable manner and is available for official inspection

b. DEA Certificates of Registration applications and renewals are signed by an officer of the organization who is authorized to sign contracts on behalf of the facility.

2. Power of Attorney

a. A Power of Attorney shall be issued on behalf of SVH, by a corporate officer of SVH, granting individual employees the authority to electronically order Controlled Substances using DEA's Controlled Substance Ordering System ("CSOS") or to complete and sign hard copy DEA Form 222's that will be fulfilled by licensed drug wholesalers. It is the responsibility of SVH to ensure Power of Attorney forms are kept up-to-date and revoked when an individual that has been granted a Power of Attorney leaves their employment with SVH or is otherwise deemed ineligible to order Controlled Substances on behalf of SVH.

B. Ordering and Receiving

1. Orders for Schedule II Controlled Substances shall be placed via the CSOS or by completing and signing a hard copy DEA Form 222.
2. The individual receiving deliveries of Schedule II Controlled Substances shall review each line of the DEA Form 222 or CSOS receipt to verify the amount of each Controlled Substance received and the date received. CSOS receipts are received in the wholesaler software electronically. The invoices are manually signed and dated on the bottom by the individual receiving the shipment.
3. If a discrepancy between the invoice or packing slip and the original order exists, the receiver should seek resolution through the wholesaler, after notifying the Pharmacist in Charge.
4. The copy of the invoice and/or packing slip from the supplier shall be attached to the copy of the completed DEA Form 222 or electronic CSOS receipt, after being signed by a designated Pharmacy Administrator or employee and retained with all other Schedule II Controlled Substance records

C. Storage

1. All Schedule II Controlled Substances in any SVH inpatient or outpatient pharmacy shall be secured in a locked, limited access area, in compliance with all applicable laws, rules and regulations.

a. All Schedule III-V Controlled Substances in any SVH inpatient or outpatient pharmacy shall be secured in a locked, limited access area or in the working inventory storage areas located within the limited access, secure pharmacy facility, in compliance with all applicable laws, rules and regulations.

b. All drugs removed from a pharmacy-controlled substance storage area will be recorded electronically or manually, using a log system implemented by the Pharmacist in Charge of such pharmacy.

i. Pharmacy personnel must verify the documented inventory count against the inventory on hand on a regular basis, but not less than monthly.

ii. Any discrepancies must be reported immediately to the Pharmacist in Charge of the pharmacy where the discrepancy has been detected.

c. All Controlled Substances in SVH patient care areas shall be secured in a locked ADM or other secure, tamper evident storage area, until they have been checked out for immediate patient administration.

i. Controlled substance inventories are maintained in the following areas of SVH:

a. SVH Controlled Substance Manager (CSM)

b. Automated Dispensing Machines (ADM) and Automated Anesthesia Workstations (AWS)

c. Outpatient Infusion Center Controlled Substance Lock Box

d. The named Pharmacist in Charge of the SVH Central Inpatient Pharmacy (CIP) or the Physician or Nurse Manager in charge of each SVH patient care area(s), shall be responsible for ensuring Controlled Substance inventories are secure, have restricted access and are always accounted for, in a way that will make drug diversion detectable, in a timely manner, during day-to-day operations of their respective area(s).

D. Inventory

1. Periodic Inventory

a. When receiving, returning, prior to dispensing, or delivering to a reverse distributor, the specific controlled substance must be inventoried via a blind count. The CIP shall continuously verify the accurateness of the electronic or manual perpetual inventory system of the Controlled Substances utilized by their respective location.

i. Actual counts and checks against the perpetual inventory system shall also be completed each time a drug is removed or restocked in all ADMs or other equivalent drug storage location that is being utilized at SVH.

ii. ADM Inventory/Cycle Counts

a. Two employees with ADM access will perform a controlled substance count for ADMs located outside of the CIP once per week.

iii. Controlled Substance Manager

a. Physical inventory of the Controlled Substance Manager is completed once per month by two employees.

b. Expired controlled substances will be inventoried periodically.

b. Fiscal Year Inventory

i. Every year during the fiscal inventory of the pharmacy, an inventory of all controlled substances will be conducted. Reports are run from all automated dispensing machines while physical counts are conducted for any controlled substances stored outside of automation. This inventory will follow the procedures described above. This inventory will be filed separately and stored by Pharmacy Administration until the subsequent fiscal year inventory is completed.

c. Biennial Inventory Requirement

i. California Board of Pharmacy Rules and Regulation and the Drug Enforcement Administration (DEA) mandate completion of a controlled substance inventory every two years or any time there is a change in the PIC. The inventory may be taken on any date which is within two years of the previous biennial inventory date. The mandated biennial manual inventory will be completed for all controlled substances stored in the CIP, ADM, anesthesia machines, and OIC Controlled Substance Lock Box within SVH.

ii. The written record of the biennial inventory shall be retained by SVH for a minimum of three years.

d. CII inventory

i. California Board of Pharmacy Rules and Regulation mandate a completion of a CII controlled substance inventory every three months (quarterly). The mandated quarterly inventory will be completed for all CII controlled substances stored in the CIP.

ii. The written record of the quarterly CII inventory shall be retained by SVH for a minimum of three years.

E. Issuance

1. Documentation of the Issuance of Controlled Substances

a. Inpatient and outpatient pharmacy settings must receive a valid prescription or licensed provider/physician's order prior to a Controlled Substance is dispensed to an inpatient or an outpatient.

i. In a SVH patient care area, the Controlled Substance chain of custody documentation for each dose of Controlled Substances shall be maintained.

2. Automated Dispensing Machines (ADMs)

a. Access to ADMs is limited and will be given by Pharmacy or Nursing leadership

b. All controlled substances stored in patient care areas should be dispensed

by an ADM for accounting purposes and to limit potential diversion.

c. The Department of Pharmacy will maintain appropriate levels of necessary controlled substances in ADMs and restock them as needed.

d. After transactions are completed, it is the responsibility of the user to log out prior to leaving the machine. Any transactions that occur under a user ID will be the responsibility of that user.

3. Controlled Substance Manager (CSM)

    a. All drugs removed from the CIP will be recorded in the CSM Software System.

    b. The technician or pharmacist must verify the inventory count when removing any medication.

    c. Any discrepancies must be resolved immediately with a pharmacist and/or second technician.

4. Specific Patient Dispenses to a Non-ADM Unit or One-Time Only Dispenses

    a. When a controlled substance is issued for a specific patient located on a non-ADM unit, it will be issued directly from the CSM as a manual issue.

    b. A Narcotic Control Drug Requisition form will be filled out by writing the patient's name, medication name, medication strength, and amount dispensed. The pharmacist signs the form and releases the drugs for delivery. The medication must be delivered directly to the provider caring for the patient. The delivering technician signs the form including the date and time the medication was delivered. The receiving provider (RN, LPN, Advanced Practice Provider (APP) or physician) then signs the form including the unit they are working on. The form serves as documentation for the dispensing and receiving of the medication and will be stored in the monthly file box located in the CIP.

    c. The medications are only delivered to specific areas where they will be immediately administered to a patient or remain in the presence of the care provider until administration occurs. The RN, LPN, APP, or physician authorized access to the area must check and sign the receipt to assure the issuance is correct, both the drug, strength, and quantity.

    d. Controlled substances are never sent to the nursing units via the pneumatic tube system.

5. Medications removed from the ADM

    a. Inpatient Units including Boarder Status Patients

        i. It is the expectation that once a controlled substance has been removed for inpatient patient use from an ADM, that the administration, waste, or return documentation will occur within 30 minutes. This includes patients with a boarding status in the Emergency Department.

        ii. If the medication was removed for use during an inpatient

emergent procedure, the expectation is that the medication be documented as administered, wasted, or returned within 30 minutes from the conclusion of the emergent situation.

b. Procedural Units

i. In procedural areas, it is the expectation that once a controlled substance has been removed for patient use from an ADM that the administration, waste or return documentation will occur within 15 minutes of leaving the current phase of care.

ii. Controlled substances that are continuous infusions can be transferred or passed between phases of care. Other controlled substance medications (i.e. tablets, vials, etc.) cannot be transferred between phases of care.

6. Handoffs of controlled substances are generally prohibited, except in emergent situations. When necessary, a discussion with documentation of hand off must occur. Handoff documentation by both the handing off and the receiving individual includes the medication name and strength being handed off, quantity, and time of hand off will occur in the medication administration record (MAR) via a note.

a. Patient controlled analgesia (PCA) infusions containing controlled substances will be wasted when discontinued and/or not transferred to procedural areas. Controlled substance infusions will be wasted when discontinued. If determined, during handoff, that the infusion will continue in the procedural area, a documented handoff will occur in the medication administration record.

7. Staff is prohibited from carrying controlled substances in pockets. Controlled substances should not be stored in the computer on wheels, in carts, or medication pass throughs – these areas are not secure.

a. Note: Injectable controlled substances ordered at frequent intervals (e.g. every 5, 10 or 15 minutes) will have the dose pulled from the ADM in the smallest dose package available. Once the initial dose is administered, the remaining amount will remain under direct control of the nurse for the subsequent administrations. Once the window of therapy is completed, the remaining amount will be wasted with a witness in the ADM.

F. Returning Controlled Substances

1. Items removed from the ADM and not administered to the patient must be returned to the Return bin by two employees that have ADM access. If packaging is not intact or the medication is altered in any way, it should be wasted under the Waste function with a witness required.

a. Returns to an anesthesia workstation (AWS) do not require a witness. This workflow should be reserved for anesthesia and select nursing employees with access and routine use of AWS machines.

2. Partially used IV controlled substance drips, epidurals, and PCA infusions should be wasted and documented.

3. Pharmacy should be contacted to retrieve unused controlled substance infusions, epidurals and PCA infusions that are not stocked in the physical drip sheets.
4. If a medication is found unsecured, the SVH Drug Diversion Algorithms should be referenced.

G. Wastage of Excess Controlled Substances

1. When the prescribed dose of a Controlled Substance for a SVH patient in a SVH patient care area is less than the dose contained in the unit of use packaging of the Controlled Substance, a remaining portion of the Controlled Substance not administered to the patient (the "waste") must be properly documented and disposed of in a way that prevents diversion of the waste.
    a. Waste may also arise when whole doses of Controlled Substances are refused by patients, or when a Controlled Substance was dropped or contaminated when being prepared for a patient.
    b. Waste of Controlled Substances shall always be witnessed and documented by two (2) SVH employees with automated dispensing machine (ADM) access, pursuant to the rules and procedures established in each patient care area where the Controlled Substance Waste was originally removed from the ADM.
        i. If asked to sign off on a controlled substance waste, the witness must visually witness and observe the wasting process of the medication going into the waste container. An individual witnessing the waste should verify the following:
            a. The product label
            b. That the volume or amount being wasted matches the documentation
            c. That the drug product being wasted physically matches the drug product in the documentation
            d. That the wasting occurs in the correct waste container.
        ii. If the waste cannot be visually witnessed, the charge nurse or pharmacy manager shall be involved in resolution.
    c. Waste of Controlled Substances shall not be completed in a patient care area that is different than the patient care area where the Controlled Substance was initially removed from the ADM, when possible.
    d. Waste disposal shall occur at the time the prescribed dose of a Controlled Substance is prepared by a SVH employee, before the Controlled Substance is administered to the patient, when possible. The entire process of drawing up the prescribed dose and disposing of all waste before administration of the prescribed dose, shall be witnessed and documented by a second SVH employee with ADM access, so they can confidently validate the actual proper disposal of the waste.

e. The waste shall be deposited into an appropriate, tamper proof pharmaceutical waste container in the same patient care area where the Controlled Substance was removed from the ADM. Medications designated as RCRA waste are placed into the RCRA designed controlled substance container.

i. Controlled substance infusion waste (e.g. continuous infusions, PCA, epidurals) must include the medication volume in the tubing as well as in the infusion bag. If the exact volume cannot be extracted from tubing, the witness is expected to inspect the tubing to ensure it contains liquid. Then the volume listed on the package can be used as a proxy and added to the total volume amount for waste.

ii. Patches containing controlled substances must be folded so the adhesive sticks to itself and deposited into the controlled substance waste container. All waste performed must match documentation in the ADM.

H. Disposal of Expired or Damaged Controlled Substances

1. Unused controlled substances are defined as those medications that cannot or will not be used for patients and include medications that have expired or are no longer needed. Waste from doses dispensed to a specific patient will follow the steps in Section 6

a. Items that are expired or otherwise unusable, that have not been removed from manufacturers' packaging, shall be removed from the pharmacy narcotic storage inventory or any other storage inventory in patient care areas and shall be inventoried and segregated from all other drug inventory in a secure area of the pharmacy that originally supplied them, until they are packaged for final disposition to the wholesaler or manufacturer from whom they were originally purchased, or for delivery to a reverse distributor that is licensed to accept Controlled Substances for disposal and destruction.

i. Waste from batch repackaging and from batch compounding (including 503B full package-controlled substances) will be physically wasted with the waste recorded with a witness. In addition, a DEA Form 41 will be utilized to record the waste. This form must be available for 2 years per the DEA but does not need submitted with each use. This waste will be placed in the appropriate pharmaceutical waste containers.

a. Multiple items can be documented on a DEA Form 41. One form can be used provided the same date and witnesses are involved.

b. Items that are expired, damaged, or otherwise unusable are removed from the CIP inventory. These items are noted on the TO BE DESTROYED form located in the CIP.

c. The pharmacy manager conducts a periodic review of products to be destroyed. As needed, Pharmacy Administration will make arrangements for a DEA-approved salvage company to process the expired or wasted products. The company will furnish the appropriate forms required by the DEA to Pharmacy Administration. Copies of the reports will be submitted to the appropriate agencies at the end of each month.

ii. Records of all dispositions of expired and unusable Controlled Substances shall be retained by the pharmacy that process the returns or submission of the Controlled Substances to a reverse distributor.

b. Non-ADM Units (CIP)

i. All expired drugs should be returned to the central pharmacy Controlled Substance Manager

ii. Pharmacy employees will use the RETURN function at the Controlled Substance Manager and enter the unit that the drug came from.

iii. Employees will place the medication in the "Expire Bin" in the Controlled Substance Manager.

c. ADM Units

i. Employees should remove the drug from the ADM on the floor using the "Expired/Audit Controlled" function and place the medication into the expired box in the CIP noting the location from where the drug was removed and date. The "Expired Med" transaction message in the Controlled Substance Manager must be closed before placing medications into the "Expired Bin" as described above.

ii. Expired medication report prints with a four-day advanced notice of expiring medications.

a. Only pull drugs on the list which expire that day or one day in advance.

i. Ex: today is July 1st, medications pulled would include those expiring on July 1st AND July 2nd

b. Medications should be pulled four days in advance ONLY if that unit (area) is closed on weekends or long holidays.

c. Controlled Substances must be returned to the Controlled Substance Manager

l. Storage of Records

1. While the DEA requires records to be stored for two years, the CA Board of Pharmacy (BOP) require records pertaining to controlled substances orders to be kept for seven (7) years and records pertaining to the inventory of controlled substance to be kept for three (3) years. Information beyond two year but up to seven or three years, respective from the date of dispensing may be maintained other than on-line. However, records must be produced within seventy-two hours, upon request by proper authorities.
    a. SVH records are stored in the following locations:
        i. CIP
        ii. SVH Warehouse
2. Any recordkeeping location must be capable of sending the Special Agent or Compliance Investigator a copy of the printout from the user pharmacy if requested to do so by the Agent or Investigator and must verify the printout transmittal capability of its system by documentation. (e.g., postmark)
3. Inventories and records of Schedules III, IV, and V controlled substances shall be maintained either separately from all other records of SVH or in such form that the information required is readily retrievable from ordinary business records.
4. Paper prescriptions for Schedules III, IV, and V controlled substances shall be maintained at SVH where they were filed, either in a separate prescription file for Schedules III, IV, and V controlled substances only or in such form that they are readily retrievable from the other prescription records of SVH. Prescriptions will be deemed readily retrievable if, at the time they are initially filed, the face of the prescription is stamped in red ink in the lower right corner with the letter "C" no less than 1 inch high and filed either in the prescription file for controlled substances listed in Schedules I and II or in the usual consecutively numbered prescription file for non-controlled substances. However, if a pharmacy employs a computer application for prescriptions that permits identification by prescription number and retrieval of original documents by prescriber name, patient's name, drug dispensed, and date filled, then the requirement to mark the hard copy prescription with a red "C" is waived.

J. Controlled Substance Diversion Response
1. Suspicion of Controlled Substance diversion may arise from a variety of circumstances, including, but not limited to, the following:
    a. A witnessed incident or probable Controlled Substance diversion or inappropriate waste practices
        i. Behaviors that may indicate an impaired staff member or suspicious activity
        ii. Suspicious activity identified during routine monitoring and/or proactive surveillance
        iii. Discrepancies in Controlled Substance inventory counts
        iv. Self-disclosure of Controlled Substance diversion by an individual

v. Notification of suspected Controlled Substance diversion from an external source, such as local, state or federal law enforcement representatives, a Compliance hotline caller, a co-worker, a patient or a family member of a suspected Controlled Substance diverter

2. Drug Diversion Pathway
    a. Upon identification of a potential diversion event requiring investigation, the identifying manager or staff member shall immediately notify the Pharmacist in Charge (PIC) and Administrative Supervisor to review evidence and concerns
        i. Safety Measures:
            a. In circumstances where immediate patient safety concerns or ongoing diversion risk exists, the following steps shall be initiated:
                i. Human Resources (HR) or the designated Clinical Administrator on Call shall coordinate with the PIC and staff manager or administrative supervisor to implement:
                    i. Mandatory fitness for duty evaluation
                    ii. For-cause drug screening
                    iii. Placement on administrative leave pending resolution
                ii. The PIC shall have authority to immediately suspend medication access privileges if continued diversion risk is determined
        ii. The PIC or designated representative shall:
            a. Activate the Drug Diversion Response Team (DDRT)
            b. Coordinate an immediate review meeting
            c. Ensure appropriate distribution of pertinent information
        iii. The DDRT shall evaluate evidence and determine appropriate interventions, which may include but are not limited to:
            a. Additional documentation review
            b. Staff interviews
            c. Drug screening
            d. Fitness evaluations
            e. Disciplinary actions up to employment termination
        iv. Investigation Protocol for Suspected Impairment or Active

Diversion

a. Immediate investigation shall be conducted by:
    i. Acting manager or administrative supervisor
    ii. Security representative
    iii. HR representative
    iv. Pharmacy representative
    v. Union representation (if requested)

b. Required Documentation:
    i. Manager or administrative supervisor and witness shall document all observed behaviors and evidence

c. Patient Safety Measures:
    i. Immediate removal from patient care duties when safety concerns exist
    ii. Notification of responsible medical staff when patient harm or risk occurred
    iii. Full disclosure to affected patients/families regarding adverse impacts

d. Evidence Management Protocol:
    i. Two DDRT members shall witness and document all evidence collection
    ii. Evidence handling requirements:
        i. Use of appropriate PPE
        ii. Preservation of all physical evidence
        iii. Proper evidence photography
        iv. Secure storage of collected items
    iii. Special handling for infusion pumps:
        i. Remove and secure medication in sealed container
        ii. Maintain pump in uncleared state
        iii. Sequester equipment for investigation
    iv. All medication evidence shall be secured in pharmacy

b. SVH's employees who have a suspicion of any diversion in conjunction

with the SVH's designated leadership team shall investigate all suspected Controlled Substance diversion. Follow up can include but is not limited to: interviews of patients involved, interviews of anybody working or visiting the area where the suspected diversion occurred, searches of personal belongings of individuals working or visiting the area where the suspected diversion occurred, and fit for duty drug testing, as per SVH's applicable Human Resources Policies and Procedures. In the case of non-employee contractor or third-party agency staff, the agency or third party will be notified of the diversion investigation.

i. Documentation of all Controlled Substance diversion investigations shall be securely stored for at least three (3) years. Human Resource employee files are stored in the human resource information system and the investigation files are stored by SVH.

c. Corrective Action(s) of SVH Employees involved in Controlled Substance Diversion

i. SVH recognizes the unique pressures on healthcare professions and takes into consideration a broad range of factors when making corrective action decisions in Controlled Substance drug diversion situations. Staff violating this Policy and Procedure and any applicable laws, rules and regulations related to Controlled Substances should expect repercussions on their employment status because of any violations.

ii. SVH considers all of the following as types of Controlled Substance drug diversion:

a. Diversion for own use with or without patient impact or harm

b. Diversion for use by others or for resale, with or without patient impact or harm

c. Staff responsible for significant loss

iii. Return to Work

a. Reintegration or return to work may be permissible for those individuals that have successfully completed or are participating in, a mental health/chemical dependency program in coordination with the program recommendations. Such reinstatements are at the discretion of SVH.

b. Pharmacy and/or SVH leadership will be notified immediately of any considerations of reintegration plans so that prior to the individual returning to work, appropriate accommodations may be considered in the workplace.

3. Routine monitoring for diversion may include the following:
    a. Monitoring, trending and investigating all ADM discrepancies
        i. Each time the ADM inventory is incorrect, an electronically documented discrepancy is created. The nurse and/or pharmacy-authorized employee should continue with the transaction by correcting the actual count. The discrepancy must be reported to the charge nurse, unit manager, Administrative Supervisor, or director, and should be investigated and subsequently resolved immediately to determine if a significant loss or theft of a controlled substance has occurred. The resolution should be entered into ADM with a witness.
        ii. At the change of shift, the charge nurse reviews all open discrepancies by selecting "Resolve Discrepancies" on the ADM which will display all the unresolved controlled substance discrepancies. The explanation for the discrepancy must be typed in to resolve the discrepancy. If unable to resolve, the charge nurse will complete a report through Event Management System (EMS) and contact the unit manager. The unit manager and/or charge nurse will notify the Administrative Supervisor for any discrepancies that cannot be immediately resolved through preliminary investigation at the end of each shift. Escalation to Security and the Drug Diversion Coordinator or Controlled Substance Oversight Committee will be made at the discretion of the unit manager, charge nurse, and/or the Administrative Supervisor to initiate further investigation.
        iii. Any discrepancies that are not reconciled in 72 hours will be reported to the unit manager or director immediately. Unresolved discrepancies over 72 hours will be reported to a Pharmacy Manager.
        iv. The pharmacy Drug Diversion Coordinator or designee will review the ADM Discrepancy Report daily.
            a. Resolved: The technician will investigate the discrepancy to ensure that the resolution was correctly resolved and recorded. If information regarding resolution is incorrect, the discrepancy will be tagged unresolved and be further investigated by the technician.
            b. Unresolved: The nurse will investigate the discrepancy. If the discrepancy cannot be resolved initially, it will be presented to the appropriate leader of the area in which the discrepancy occurred. If the discrepancy is still outstanding the Drug Diversion coordinator will be notified. If the item still cannot be resolved, an event management system (EMS) report will be created. The Director of Pharmacy will be notified for events related

to C-II medications when medications cannot be reconciled/found after initial investigation. Monthly reporting of events will include missing medications that could not be found. Reports should be sent to Controlled Substance Oversight Committee.

v. End users are personally responsible for ensuring there is no outstanding documentation or discrepancies at the end of each shift prior to leaving the unit.

vi. Recommended trending includes small discrepancies over time, as well as significant one-time events.

vii. Pharmacy Technicians are responsible for conducting routine monitoring of standard deviation-based reports and audits of drug distribution processes as directed by the Drug Diversion Coordinator.

b. Any ADM Controlled Substance medication removal override (ADM profile of the patient does not have a corresponding order) will be investigated to ensure an order was placed retrospectively for the same amount charted as given and/or amount wasted in ADM machine.

c. Any Controlled Substance medication transaction will be investigated if there is not adequate documentation of an administration, waste or return of the Controlled Substance.

d. Ensuring that wasted volume documented on the unit for any sterile compounded controlled substance that expires on the unit corresponds to wasted volume sent from the unit to the CIP or the pediatric satellite to be wasted/discarded.

e. A nursing representative will monitor the controlled substance diversion software daily for open events (amount pulled from the ADM doesn't equal the amount administered as recorded by EMR and the amount wasted as reported by the ADM).

K. External Reporting of Controlled Substance Significant Losses and/or Thefts

1. If a theft of any number of Controlled Substance(s) has occurred, and/or, if a significant loss of any Controlled Substance(s) has occurred:

a. SVH shall notify the Field Division Office of the Administration in their area, in writing, of the theft or significant loss of any controlled substances within one business day of discovery of such loss or theft. SVH must also file a complete and accurate DEA Form 106 with the Administration through DEA's Diversion Control Division secure network application within 45 days after discovery of the theft or loss.

i. Reports of all thefts of any size and/or significant losses of Controlled Substances shall be made by using the DEA's Theft/ Loss Reporting Online System ("TLR") found at: https://apps.deadiversion.usdoj.gov/TLR/

ii. For concerns of damaged or adulterated medications, immediate notification to the unit manager or designee should occur.

iii. State and local law may require that a report be filed with state or local agencies if there has been a theft or a substantial loss of Controlled Substances that has been reported to DEA on a Form 106. Consult with the state and/or local agency where SVH is located to determine whether parallel reporting is required and if yes, immediately complete such parallel reporting.

iv. The Pharmacist in Charge will determine if a DEA Form-106 needs to be filed with the DEA after consultation with representatives from SVH legal department. In determining whether a DEA Form-106 is needed, the following criteria will be considered:

    a. Theft – theft of a Controlled Substance is defined as a Controlled Substance discrepancy of any quantity, caused by one or more individual(s) that have inappropriately taken possession of a Controlled Substance. Theft can also be implied if a Controlled Substance is missing or unaccounted for, when an individual's positive drug screen indicates they have ingested the Controlled Substance that is missing, and other facts and circumstances indicate a reasonable suspicion that the individual has inappropriately taken possession of a Controlled Substance.

    b. Significant Loss – significant loss is defined based upon the definition established by the CA Board of Pharmacy Section 1715.6

    c. Whether the loss of the Controlled Substances can be associated with repeated, out of the ordinary, access to those Controlled Substances by specific individuals, or whether the losses can be attributed to unique activities that may take place involving the Controlled Substances

    d. A pattern of losses over specific time periods, whether the losses are random, and the results of efforts taken to resolve the losses are inconclusive

    e. Whether the specific Controlled Substances are desirable and sought after for their "street value" as illicit substances

    f. Local trends and other indicators of the diversion potential of the missing Controlled Substance

    g. An unresolved discrepancy between what was signed for on the shipping manifest and what was received by

SVH

h. Other situations not described above that merit reporting based on individual review of the case

v. When a DEA Form-106 is filed, the following procedures will be followed:

a. At the discretion of the Director of Pharmacy, or their designee, SVH legal counsel, or their designee, local law enforcement shall be notified by filing a complaint/report if a person or persons are suspected to be responsible for diversion of Controlled Substances. The complaint number and phone number for the local law enforcement personnel that were contacted, will be recorded in Section 8 of DEA Form-106.

b. After the initial filing, a supplemental Form 106 will be submitted to DEA with any new developments in relation to the original DEA Form 106 that was filed by SVH.

vi. If drug diversion is confirmed but it is unclear whether the diversion caused patient harm, or placed one or more patients at risk of harm, Drug Diversion Coordinator, in collaboration with the Legal counsel and Controlled Substance Oversight Committee will determine whether patient notification will serve the best interests of potentially affected patients. Risk Management will work with the appropriate physician to assist with this communication.

a. If the above stakeholders conclude that drug diversion has occurred or likely occurred, the Drug Diversion Coordinator will notify the appropriate billing department to determine whether modifications should be made to bills related to the affected medical care.

L. Education

1. The Department of Pharmacy is responsible for coordinating the education of health care providers via the Drug Diversion Coordinator. This individual is responsible for educating health care providers with access to controlled substances about use of the ADMs, drug diversion, regulatory reporting requirements, consequences of diversion, as well as corrective actions for employees involved in theft or significant loss. This education is completed yearly via computer-based learning modules in addition to live sessions for high-risk areas or as requested by unit leadership.

VI. EDUCATION/TRAINING

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

VII. REFERENCES

A. Joint Commission Standards MM.03.01.01 EP:3

B. Center for Medicare and Medicaid Services (CMS) CoP §482.25(b)(2)

C. Controlled Substance Act (CSA) U.S. Drug Enforcement: https://www.ecfr.gov/current/title-21/chapter-II

D. Center for Improvement in Healthcare Quality (CIHQ) MM-7: Tracking of Controlled Medications, MM-8: Security of Medications

Approval Signatures

Step Description	Approver	Date
Board Approval	Rebecca Alaga: Regulatory/ Accreditation Coordinator	Pending
MEC	Katherine DeSalvo: Director Medical Staff Services	3/13/2026
P&T or IPC	Kiri Golleher: Pharmacy Clinical Coordinator	2/9/2026
Policy Committee	Rebecca Alaga: Regulatory/ Accreditation Coordinator	1/16/2026
Policy Owner	Genevieve delos Santos: Director Pharmacy	1/15/2026

Standards

No standards are associated with this document

Status **Pending** PolicyStat ID **19611961**

Origination	11/16/2018	Owner	Clement Miller: Chief Operating Officer
Approved	N/A	Area	Infection Control
Expires	3 years after approval		

Nutrition Services Food Borne Illness Reporting

I. POLICY STATEMENT

A. N/A

II. PURPOSE

A. To establish guidelines for reporting potential or suspected food associated food borne illness, infection, or injury.

B. To establish guidelines for handling suspected contaminated food.

III. DEFINITIONS

A. Food borne Illness: a disease that is carried or transmitted to people by food.

B. Food Hazard: Unsafe food resulting from the presence of harmful substances.

C. Biological Hazard: includes microbial, toxins, fungi.

D. Chemical Hazard: includes pesticides, cleaning supplies, toxic metal.

E. Physical Hazard: includes foreign objects, dirt, hair, glass.

F. NS: Nutritional Services.

IV. GENERAL INFORMATION

A. N/A

V. PROCEDURE

A. Nutrition Services Staff:

1. Upon receipt, immediately reports any complaint of food borne illness to NS Leadership.

B. Nutrition Service Leadership:

1. When a complaint is made regarding an injury, illness, or contaminated food, which is believed to be from a food source in this facility, a Food Borne Illness Report will be initiated – This can be found at: (NSLEADERSHIP->FORMS-SM->NSFORMS->NS->Food Borne Illness Report v2).
2. Suspect food will immediately be pulled from service, covered, dated, labeled and placed in the fridge with notation "Contaminated: Do Not Use, Save for Director" and place in a refrigerator until Director or Production Manager can investigate.
3. Follow all directions on the "Food Borne Illness Report" and complete only those areas related to the food source.
4. Contact NS Director or Production Manager or Supervisor or Clinical Nutrition Manager. Confirm the suspected food item was removed from service. Be sure to interview the cooks, cold food production workers and/or caterer to determine if the suspect food may be in service in other areas and must also be pulled.

C. NS Director or Designee:

1. Gather documentation relating to incident.
2. Assure that the suspect food has been pulled from service and labeled appropriately.
3. If a complaint arises related to a potential hospital acquired food borne illness immediately notify the Risk Management Office or Administrative Supervisor during off hours. Additionally, submit an Occurrence Report.

D. Documentation:

1. Complaint and investigation records are maintained in Nutrition Services for a minimum of 3 years.

VI. EDUCATION/TRAINING

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

VII. REFERENCES

A. The Joint Commission

B. California Public Health and Regulations, Titles 17 and 22:

1. California Code of Regulations, Title 17, Section 2500 (Reporting by health care providers)
2. California Health and Safety Code, Sections 113949.2 and 113949.4 (Reporting duties for food employees and food facility managers)
3. Cal. Code Regs. Tit. 22, § 87555 - General Food Service Requirements | State Regulations | US Law | LII / Legal Information Institute

C. California Retail Food Code, Excerpt of the California Health and Safety Code, 2022.

1. California Retail Food Code, which is part of the California Health and Safety Code, Division 104, Part 7

D. FDA Food Code 2022: Full Document

1. FDA: Employee Health and Personal Hygiene Handbook

E. Talking with Sick Workers | Restaurant Food Safety | CDC

Approval Signatures

Step Description	Approver	Date
Board Approval	Rebecca Alaga: Regulatory/ Accreditation Coordinator	Pending
Medical Executive Committee	Katherine DeSalvo: Director Medical Staff Services	3/13/2026
LWG	Rebecca Alaga: Regulatory/ Accreditation Coordinator	2/10/2026
P&T or IPC	Kiri Golleher: Pharmacy Clinical Coordinator	2/9/2026
Policy Committee	Rebecca Alaga: Regulatory/ Accreditation Coordinator	1/19/2026
Policy Owner	Clement Miller: Chief Operating Officer	1/19/2026

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