



April 17, 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 HEALTH¹** will be held **THURSDAY, APRIL 23, 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.**

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

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

Allen Radner, MD
President/Chief Executive Officer

¹Salinas Valley Memorial Healthcare System operating as Salinas Valley Health

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

**THURSDAY, APRIL 23, 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 | <i>Joel Hernandez Laguna</i> |
| 2. CLOSED SESSION <i>(See Attached Closed Session Sheet Information)</i> | <i>Joel Hernandez Laguna</i> |
| 3. RECONVENE OPEN SESSION/REPORT ON CLOSED SESSION
<i>(Estimated time 4:30 pm)</i> | <i>Joel Hernandez Laguna</i> |
| 4. AWARDS & RECOGNITION | <i>Allen Radner, M.D.</i> |
| 5. PUBLIC COMMENT
This opportunity is provided for members of the public to make a brief statement, not to exceed three (3) minutes, on issues or concerns within the jurisdiction of this District Board which are not otherwise covered under an item on this agenda. | <i>Joel Hernandez Laguna</i> |
| 6. CONSENT AGENDA - GENERAL BUSINESS <i>(Board Member may pull an item from the Consent Agenda for discussion.)</i> | <i>Joel Hernandez Laguna</i> |
| <ul style="list-style-type: none"> A. Minutes of Regular Meeting of the Board of Directors March 26, 2026 B. Policies/Plans Requiring Approval <ul style="list-style-type: none"> 1. Cardiac Cath Lab Quality Control 2. Formula Perparation & Storage 3. Guidelines for Performing Transesophageal Echocardiograms 4. Scope of Service: Accounting 5. Scope of Service: Critical Care 6. Skin-to-Skin Contact in the NICU 7. Wearable Cardioverter Defibrillator | |
| <ul style="list-style-type: none"> • 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 | <i>Joel Hernandez Laguna</i> |

¹Salinas 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 April 13, 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 April 13, 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 CONTRACT TERMS FOR GENERAL SURGERY PROFESSIONAL SERVICES AGREEMENTS FOR BERNADETTE GUIROY, MD AND ATUL JANI, MD

- 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 BOARD APPROVAL OF (i) FINDINGS SUPPORTING RECRUITMENT OF ALENA CAVE, MD, (ii) CONTRACT TERMS FOR DR. CAVE'S RECRUITMENT AGREEMENT, AND (iii) CONTRACT TERMS FOR DR. CAVE'S OBSTETRICS AND GYNECOLOGY PROFESSIONAL SERVICES AGREEMENT

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

3. CONSIDER RECOMMENDATION FOR BOARD APPROVAL OF (i) FINDINGS SUPPORTING RECRUITMENT OF IDEAN POURSHAMS, MD (ii) CONTRACT TERMS FOR DR. POURSHAMS'S RECRUITMENT AGREEMENT, AND (iii) CONTRACT TERMS FOR DR. POURSHAMS'S INTERNAL MEDICINE 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 April 20, 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 THE RENEWAL OF PRIME PERFUSION, INC. 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 BUDGET AUGMENTATION FOR THE BRUNKEN MRI PROJECT AND CONSTRUCTION CONTRACT AWARD TO SSB CONSTRUCTION

- 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 COMMERCIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS BETWEEN SALINAS VALLEY MEMORIAL HEALTHCARE SYSTEM AND M 2 S INC, AN ALASKA CORPORATION, FOR THE PURCHASE OF 1188 PADRE DRIVE, SALINAS, CALIFORNIA AND APPROVAL OF RESOLUTION 2026-02 AUTHORIZING PURCHASE OF REAL PROPERTY

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

D. TRANSFORMATION, STRATEGIC PLANNING & GOVERNANCE COMMITTEE

Victor Rey, Jr.

Minutes of the April 15, 2026 Transformation, Strategic Planning & Governance 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 APRIL 16, 2026 AND RECOMMENDATIONS FOR THE FOLLOWING BOARD APPROVALS: *Alison Wilson, D.O.*

A. Reports

1. Credentials Committee Report (Including the following)
 - Ob/Gyn – Clinical Privilege Delineation
 - Taylor Farms Family Health & Wellness Center Clinical Privilege Delineation
2. Interdisciplinary Practice Committee Report

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

1. Bloodborne Pathogen Exposure Control Plan
2. Information Management Program Plan
3. Restraints

- 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, May 28, 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, APRIL 23, 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
 - 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

CONFERENCE WITH REAL PROPERTY NEGOTIATORS

(Government Code §54956.8)

Property: (Specify street address, or if no street address, the parcel number or other unique reference, of the real property under negotiation): 1188 Padre Drive, Salinas, CA

Agency negotiator: (Specify names of negotiators attending the closed session): Allen Radner, MD

Negotiating parties: (Specify name of party (not agent): M2S Inc

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

CONFERENCE WITH LABOR NEGOTIATOR

(Government Code §54957.6)

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

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

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

ADJOURN TO OPEN SESSION

CALL TO ORDER
ROLL CALL

(Chair to call the meeting to order)

CLOSED SESSION

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

*RECONVENE OPEN SESSION/
REPORT ON CLOSED SESSION*

(Meeting Chair)

AWARDS AND RECOGNITION

(Verbal)

(DR. RADNER)

PUBLIC COMMENT



DRAFT SALINAS VALLEY HEALTH¹
REGULAR MEETING OF THE BOARD OF DIRECTORS
MEETING MINUTES
MARCH 26, 2026

Board Members Present: Vice-President Catherine Carson, Rolando Cabrera, M.D., Victor Rey, Jr., Isaura Arreguin, and President Joel Hernandez Laguna (*President Hernandez Laguna appearing via teleconference pursuant to Government Code Section 54953.8.3*).

Absent: None.

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 Vice President Carson called the meeting to order at 4:02 p.m. in the Downing Resource Center, Conference Rooms A, B, & C.

2. CLOSED SESSION

Vice President Carson announced items to be discussed in Closed Session as listed on the posted Agenda are *Hearings and Reports* and *Report Involving Trade Secret – Trade Secret, Strategic Planning, Proposed New Programs and Services*, with one revision: the report titled “Quality & Safety Board Dashboard Review” listed under *Hearings and Reports, Report of Medical Staff Quality and Safety Committee* was removed from consideration from the published Closed Session Agenda. This report will return for consideration at a later date. The meeting recessed into Closed Session under the Closed Session Protocol at 4:05 p.m. The Board completed its business of the Closed Session at 4:34 p.m.

3. RECONVENE OPEN SESSION/REPORT ON CLOSED SESSION

The Board reconvened Open Session at 4:34 p.m. Vice President Carson reported that in Closed Session, the Board discussed *Hearings and Reports* and *Report Involving Trade Secret – Trade Secret, Strategic Planning, Proposed New Programs and Services*. The Board received and accepted the reports as presented. No action was taken.

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:

- **Magnet with Distinction™:** Carla Spencer, CNO, shared that the American Nurses Credentialing Center has honored SVH with its highest-level designation: Magnet Recognition with Distinction™. This designation honors top-performing institutions for excellence in nursing and exemplary patient experience. The achievement was celebrated this week, including a big-screen announcement from the American Nurses Credentialing Center.
- **COVID Memorial Garden:** Tiffany DiTullio, Vice President Partner & Community Relations, shared that SVH was honored to participate in the unveiling of the Monterey County

¹Salinas Valley Memorial Healthcare System operating as Salinas Valley Health

COVID Memorial Garden at the Government Center in Salinas. The stained-glass exhibit and garden pay tribute to the 940 lives lost to COVID-19 in our community.

- **Student Art Reception:** Karina Rusk, Director Public Relations & Communications, shared on the local student artwork that was recently unveiled at Salinas Valley Health. The showcase spotlights local student artists from Rancho Cielo, California State University at Monterey Bay, and Hartnell College.
- **Daisy Award: Norma Coyazo, Labor & Delivery:** Carla Spencer, CNO honored Norma Coyazo from the Labor and Delivery unit with a DAISY Award. Norma was featured for her leadership as a charge nurse in her unit and for her leadership during the EPIC Go-Live.
- **Daisy Award: Anna Gonzalez, IM Telemetry:** Carla Spencer, CNO honored Anna Gonzalez with a DAISY Award for her advocacy and patient care. Anna has been a long-term night shift nurse and was spotlighted for going above and beyond for her patients.
- **Daisy Award: Lori Woodfin, Cardiology:** Clement Miller, COO, introduced Lori Woodfin, who was honored with the DAISY Award for her extraordinary patient care. Lori spoke on the importance of compassion in healthcare and giving dignity and grace to each patient.
- **STAR Award: Reuben Tayan, Environmental Services:** Clement Miller, COO, introduced Reuben Tayan, who was honored with the STAR Award due to his attention to detail and work ethic.

5. PUBLIC COMMENT: None.

6. CONSENT AGENDA – GENERAL BUSINESS

It was noted the following policies/plans have been removed for consideration from the published Consent Agenda: (1) Care of the Total Hip and Knee Replacement Surgery Patient, and (2) Scope of Service: Critical Care. These policies/plans will return for consideration at a later date.

Recommend Board Approval of the Following:

A. Minutes of the Regular Meeting of the Board of Directors February 26, 2026

B. Policies/Plans Requiring Approval

1. Endotracheal/Tracheostomy Suctioning
2. Scope of Service: Medical Surgical Nursing Services
3. Scope of Service: Respiratory, Neurodiagnostics and Sleep Center

PUBLIC COMMENT: None.

BOARD MEMBER DISCUSSION: None.

MOTION:

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

ROLL CALL VOTE:

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

Nays: None;

Abstentions: None;

Absent: None.

Motion Carried.

7. BOARD MEMBER COMMENTS AND REFERRALS

Director Rolando Cabrera, M.D.: Director Dr. Cabrera offered his congratulations to the SVH team for their hard work in achieving the Magnet with Distinction™ designation.

Director Catherine Carson: Director Carson offered her congratulations to the SVH team for their hard work in achieving the Magnet with Distinction™ designation. She noted that it is exceptional for this organization to be redesignated and with distinction. Director Carson also spoke to a recent Vizient study that discussed the impact of quality on financial margins.

Director Victor Rey, Jr.: Director Rey offered his congratulations to the SVH team for their hard work in achieving the Magnet with Distinction™ designation. He also warmly welcomed B. Guiterrez in her new role at the Salinas Valley Health Foundation.

Director Isaura Arreguin: Director Arreguin spoke highly on SVH staff and their passion for their work.

Director Hernandez Laguna: Director Hernandez Laguna offered his congratulations to the SVH team for their hard work in achieving the Magnet with Distinction™ designation. He spoke positively on the continued impact of EPIC. Director Hernandez Laguna commended the Mobile Clinic's positive impact in the community. Director Hernandez Laguna shared his recent conversations with Hartnell College students who had positive experiences volunteering at SVH. Finally, Director Hernandez Laguna read out a letter from a patient's family member on the great work of SVH healthcare providers.

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 March 16, 2026 meeting were provided for Board review. Director Carson stated the presentations were: Patient Care Services Update – Procedural Unit Practice Council Report, and Report on Quality and Safety – Hospital Acquired Conditions Reduction Program. 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 March 16, 2026 meeting were provided for Board review. Director Carson stated the presentations were: Review Investment Performance for Quarter Ending December 31, 2025 of SVMHS's 403 (b) Plan, 457 Plan and Employee Pension Plan, and Review Creative Planning Fiduciary Update.

The following recommendations were made.

- 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 REPORT: Orlando Rodriguez, MD, CMO reported that the recruitment of a physician specializing in hematology and oncology is a high recruiting priority for SVH's service area.

PUBLIC COMMENT: None.

BOARD MEMBER DISCUSSION: None.

MOTION:

Upon motion by Director Dr. Cabrera, and second by Director Arreguin, the Board of Directors makes the following findings:

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;

Based on the findings as outlined above, the Board approves the following:

1. The Contract Terms of the Recruitment Agreement for Dr. Chiang; and
2. The Contract Terms of the Hematology & Oncology Professional Services Agreement for Dr. Chiang.

ROLL CALL VOTE:

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

Nays: None;

Abstentions: None;

Absent: None.

Motion Carried.

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 REPORT: Tim Albert, MD, CCO reported that the recruitment of a physician specializing in urology is a high recruitment priority to address increasing demand for urology services.

PUBLIC COMMENT: None.

BOARD MEMBER DISCUSSION: Director Hernandez Laguna asked about the process of recruiting physicians early, in this case, a year in advance of the physician’s intended start date. Dr. Albert explained that the goal is to begin the recruitment process early to secure the commitment of highly competitive candidates.

MOTION:

Upon motion by Director Dr. Cabrera, and second by Director Rey, the Board of Directors makes the following findings:

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;

Based on the findings as outlined above, the Board approves the following:

1. The Contract Terms of the Recruitment Agreement for Dr. Sadighian; and
2. The Contract Terms of the Urology Professional Services Agreement for Dr. Sadighian.

ROLL CALL VOTE:

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

Nays: None;

Abstentions: None;

Absent: None.

Motion Carried.

3. CONSIDER RECOMMENDATION FOR BOARD APPROVAL OF CONTRACT TERMS FOR ILJA DEJANOVIC MD’S INTERVENTIONAL CARDIOLOGY PROFESSIONAL SERVICES AGREEMENT

STAFF REPORT: Tim Albert, MD, CCO reported that the recruitment of a physician specializing in interventional cardiology is a priority to increase access for our community’s growing patient population.

PUBLIC COMMENT: None.

BOARD MEMBER DISCUSSION: None.

MOTION:

Upon motion by Director Dr. Cabrera, and second by Director Rey, the Board of Directors approves the Contract Terms of the Interventional Cardiology Professional Services Agreement for Ilja Dejanovic, MD.

ROLL CALL VOTE:

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

Nays: None;

Abstentions: None;

Absent: None.

Motion Carried.

C. FINANCE COMMITTEE

A report was received from Director Rey regarding the Finance Committee. The minutes of the March 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 PROJECT FUNDING AND AWARD CONSTRUCTION CONTRACT TO AVILA CONSTRUCTION FOR THE SALINAS VALLEY HEALTH RYAN RANCH SERVER ROOM DEVELOPMENT PROJECT

STAFF REPORT: Brad McCoy, Vice President of Construction, Real Estate & Facilities, reported that this project will reduce the use of off-site Information Technology (IT) servers, which will result in substantial savings to SVH over the next ten years. SVH publicly solicited bids for this contract and received one completed bid. Avila Construction was selected for submitting the lowest responsive and responsible bid.

PUBLIC COMMENT: None.

BOARD MEMBER DISCUSSION: None.

MOTION:

Upon motion by Director Dr. Cabrera, and second by Director Hernandez Laguna, the Board of Directors approves (i) 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.

ROLL CALL VOTE:

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

Nays: None;

Abstentions: None;

Absent: None.

Motion Carried.

2. CONSIDER RECOMMENDATION FOR BOARD APPROVAL OF CONTRACT AWARD TO VIZIENT, INC. FOR VIZIENT DATA CONNECTOR (VDC) AND CLINICAL DATA BASE (CDB)

STAFF REPORT: Tim Albert, MD, CCO reported that this contract will establish a five-year agreement and will support uploading data from EPIC.

PUBLIC COMMENT: None.

BOARD MEMBER DISCUSSION: None.

MOTION:

Upon motion by Director Dr. Cabrera, and second by Director Rey, the Board of Directors approves Contract Award to Vizient, Inc. for Vizient Data Connector (VDC) and Clinical Data Base (CDB) in the amount of \$1,400,782.

ROLL CALL VOTE:

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

Nays: None;
Abstentions: None;
Absent: None.

Motion Carried.

3. CONSIDER RECOMMENDATION FOR BOARD APPROVAL OF IATRIC SYSTEMS 3-YEAR SERVICE AGREEMENT FOR PATIENT PRIVACY MANAGED SERVICES

STAFF REPORT: This contract will provide proactive auditing of protected health information to ensure HIPAA compliance and protect patient privacy. Pursuant to Health & Safety Code section 32132(b), this contract is exempt from bidding requirements as a contract for electronic data processing/telecommunications goods and services.

PUBLIC COMMENT: None.

BOARD MEMBER DISCUSSION: None.

MOTION:

Upon motion by Director Dr. Cabrera, and second by Director Arreguin, the Board of Directors approves Iatric Systems 3-year Service Agreement for Patient Privacy Managed Services in the amount of \$594,000.00.

ROLL CALL VOTE:

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

Motion Carried.

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 REPORT: Clement Miller, COO reported that this agreement seeks to consolidate service coverage for three separate imaging systems under a single agreement. Pursuant to Health & Safety Code section 32132(b), this contract is exempt from bidding requirements as a contract for medical or surgical equipment or supplies.

PUBLIC COMMENT: None.

BOARD MEMBER DISCUSSION: None.

MOTION:

Upon motion by Director Dr. Cabrera, and second by Director Rey, the Board of Directors approves the GE Healthcare OEC Medical Systems Seven (7) Year Service Agreement to include Three (3) Elite 31 Systems in the amount of \$482,538.00.

ROLL CALL VOTE:

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

Nays: None;

Abstentions: None;

Absent: None.

Motion Carried.

1. CONSIDER RECOMMENDATION FOR BOARD APPROVAL OF THE DAVINCI XI LEASE UPGRADE TO THE DA VINCI 5 (DV5)

STAFF REPORT: Clement Miller, COO reported that this contract seeks to upgrade the da Vinci Xi robotic system currently leased by SVH.

PUBLIC COMMENT: None.

BOARD MEMBER DISCUSSION: Director Rey stated that installation time is expected to be minimal and minimal additional training will be required.

MOTION:

Upon motion by Director Dr. Cabrera, and second by Director Rey, the Board of Directors (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.

ROLL CALL VOTE:

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

Nays: None;

Abstentions: None;

Absent: None.

Motion Carried.

D. CORPORATE COMPLIANCE AND AUDIT COMMITTEE

A report was received from Vice President Carson regarding the Corporate Compliance and Audit Committee. Vice President Carson stated the following was presented: Compliance & Audit Program Report and Workday Strategic Sourcing Overview. The minutes of the March 18, 2026 meeting were provided for Board review. There are no recommendations.

9. REPORT ON BEHALF OF THE MEDICAL EXECUTIVE COMMITTEE (MEC) MEETING ON MARCH 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 March 12, 2026. A full report was provided in the Board packet. The MEC recommends for

Board Approval of the following Reports and Policies/Procedures/Plans and Agreements as listed on the Agenda.

PUBLIC COMMENT: None.

BOARD MEMBER DISCUSSION: None.

MOTION:

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

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

ROLL CALL VOTE:

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

Nays: None;

Abstentions: None;

Absent: None.

Motion Carried.

10. EXTENDED CLOSED SESSION

Vice President Carson announced that there was not a need for Extended Closed Session. No action was taken.

11. RECONVENE OPEN SESSION/REPORT ON CLOSED SESSION

There was no Extended Closed Session.

12. ADJOURNMENT

The next Regular Meeting of the Board of Directors is scheduled for Thursday, **April 23, 2026**, at 4:00 p.m. There being no further business, the meeting was adjourned at 5:48 p.m.

Rolando Cabrera, MD
Secretary, Board of Directors

Memorandum

To: Board of Directors
 From: Brenda Inman, VP Quality and Risk
 Date: April 23, 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.	Cardiac Cath Lab Quality Control	No changes, regularly scheduled review.	Clement Miller, COO
2.	Formula Preparation & Storage	Updates to formula storage once prepared. References updated.	Carla Spencer, CNO
3.	Guidelines for Performing Transesophageal Echocardiograms	Updated medical record to epic/anesthesia now documents in TEE report. Added definition. Minor typos repaired.	Clement Miller, COO
4.	Scope of Service: Accounting	Typos corrected. Minor formatting changes.	Iftikhar Hussain, CFO
5.	Scope of Service: Critical Care	Formatted units to be clearer. Added cardiac monitoring ability to 5Main/OCU. Changes to the basic requirements for registered nurses. Changed basic arrhythmia certification to basic arrhythmia competency.	Carla Spencer, CNO
6.	Skin-to-Skin Contact in the NICU	No changes, regularly scheduled review.	Carla Spencer, CNO
7.	Wearable Cardioverter Defibrillator	EMR replaced with EHR. References updated.	Carla Spencer, CNO

MEC			
MEC Policies/Plans			
1.	Bloodborne Pathogen Exposure Control Plan	Reformatted and reviewed links. Updated attachments with links.	Timothy Albert, CCO
2.	Information Management Program Plan	Added date range for electronic legal record references. Removed EMR Meditech on chart per request.	Alysha Hyland, CAO
3.	Restraints	Added patient rights language. Bolded requirement for Q2 hr documentation. Added required documentation elements and established a minimum monitoring frequency. Definitions updated. Revised attestation of Care.	Carla Spencer, CNO



Origination 3/27/2017
Approved N/A
Expires 3 years after approval

Owner Megan Giovanetti:
Director Cardiovascular Services and Sleep
Area Cardiology Departments

Cardiac Cath Lab Quality Control

I. POLICY STATEMENT

- A. N/A

II. PURPOSE

- A. To ensure Cardiac Cath lab Imaging equipment has preventative maintenance, system performance evaluations, and quality control checks on a regularly scheduled basis with the goal of preventing break downs and ensuring optimal system performance.
- B. To ensure equipment use/safety training for Cardiac Cath Lab Imaging personnel.
- C. For quality control/assurance practices related to radiation apparel see [PROTECTION DEVICE INSPECTIONS and REMOVAL](#)

III. DEFINITIONS

- A. QC – quality control
- B. PM – preventative maintenance; Includes electrical and Mechanical safety checks.
- C. Action Limits- a stated result that when reached demands corrective action

IV. GENERAL INFORMATION

- A. Preventative maintenance and system performance evaluations will be performed by a qualified individual (Medical Physicist, Biomed technician, specialized service engineer, or technologist).
- B. Manufacturers' guidelines should be followed for quality control, cleaning and maintenance of equipment, or if more stringent, appropriate accreditation requirements will be followed.

- C. All non-imaging equipment will be checked for electrical/mechanical safety by the Biomed or Engineering department.
- D. All radiation producing equipment purchased by Salinas Valley Health Medical Center (SVHMC) must be approved through the Diagnostic Imaging Department.
- E. The Cardiac Cath Lab maintains a commitment to quality control through the following procedures
- F. The medical physicist will adequately supervise and monitor the QC program, including those portions pertaining to the x-ray equipment, phantom imaging.
- G. All new radiation emitting equipment must be registered with the state using the appropriate form.
- H. All new radiation emitting equipment must have physicist approval before placing into service.
 - I. Daily crash cart checks will be performed and documented.
- J. Lucite phantom fluoroscopy check, weekly.
- K. Preventative Maintenance checks, quarterly.
- L. Physicist testing, annually.
- M. Medrad injector preventative maintenance, annually
- N. Action limits are based on Manufacturers guidelines for a particular piece of equipment
- O. Annual Quality Control Program review will occur

V. PROCEDURE

- A. All department staff will be responsible for ensuring that appropriate daily QC and equipment checks have been performed on a piece of equipment before being used on patients.
- B. Imaging equipment must pass appropriate daily QC before being used on patients.
- C. Log book and/or computer documentation will be used to track QC.
- D. If a QC failure occurs (performance deficits, e.g. problems with the system and/or data outside of the action limits) a recording of the date, time, and issue will be noted and a Biomed ticket and/or a call to the vendor's service engineer will be generated when appropriate.
- E. Any system down time will be communicated to the Cath Lab Director or designee immediately.
- F. Testing results, corrective actions, and the effects of the corrective action will be documented.
- G. The coordinating of QC, PM, and performance testing will be the responsibility of the Radiation Safety officer or designee as assigned by the Cath Lab director.
- H. All Cardiac Cath staff will be in-serviced (for proper use and safety) on equipment upon hire and then as new equipment is placed into service.
 - I. All non-patient care equipment will be checked for electrical safety by the Engineering department per their guidelines.
 - J. All non-imaging patient care equipment will be checked for electrical safety and proper functionality by the biomedical department on a routine basis.

K. Documentation: N/A

VI. EDUCATION/TRAINING

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

VII. REFERENCES

A. N/A

Approval Signatures

Step Description	Approver	Date
Board Approval	Rebecca Alaga: Regulatory/ Accreditation Coordinator	Pending
Cath Lab Medical Director - Dr. Zetterland	Megan Giovanetti: Director Cardiovascular Services and Sleep	3/17/2026
CNO	Carla Spencer: Chief Nursing Officer	3/3/2026
Policy Committee	Rebecca Alaga: Regulatory/ Accreditation Coordinator	3/3/2026
Policy Owner	Megan Giovanetti: Director Cardiovascular Services and Sleep	1/20/2026

Standards

No standards are associated with this document



Origination 8/30/2017
Approved N/A
Expires 3 years after approval

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

Formula Preparation & Storage

I. POLICY STATEMENT

- A. N/A

II. PURPOSE

- A. Ensures safe, aseptic formula preparation.

III. DEFINITIONS

- A. NSFORM.: Mnemonic in the Electronic Health Record (EHR) to order formula from Nutrition Services
- B. EHR: Electronic Health Record
- C. RD: Registered Dietitian

IV. GENERAL INFORMATION

- A. Commercially prepared formulas in ready-to-feed bottles will be used unless a powder formula or special formula is indicated by MD order, or is a specialty formula that does not come in ready to feed (such as most elemental, micronutrient altered formulas).

V. PROCEDURE

- A. Commercially Prepared Formulas
 1. Formula is stored in NS back store room storage area. NICU, Peds and Mother/Baby requisition formula as needed (per case or can depending on need) via EHR. Once formula is sent to the floors it is the responsibility of that unit to monitor expiration dates of formulas for unused product. Product should be discarded at expiration date.

2. Prepared formulas are in single feed 2oz bottles. Powdered formula (only if needed) is prepared and given to an infant must be used within one hour or discarded.
 3. The sterile cap will remain in place until the infant is ready to feed.
 4. Packaged nipples are attached to bottles just prior to feeding.
 5. Once feeding has begun, any bottle (ready-to-feed or prepared from powder or concentrate) must be discarded within 1 hour from the start of feeding and must not be refrigerated for later use.
- B. All infant formula and measuring devices are obtained from Nutrition Services. If Nutrition Service is closed, the house administrative supervisor has access.

Special Precautions

1. Wash hands per protocol prior to preparing formula.
 2. Formulas will be prepared in a clean, designated area on the unit. Powdered formula is only used under special circumstances under physician order.
 3. Obtain formula powder (if being used), sterile water or breast milk, and sterile feeding containers.
 4. Mix powdered formula with sterile water or breast milk in sterile containers for desired caloric content per physician's order utilizing verified recipe information.
 5. Ready to feed formula must be discarded after two (2) hours of preparation if left at room temperature.
 6. Once feeding has begun, any bottle (ready-to-feed or prepared from powder or concentrate) must be discarded within 1 hour from the start of feeding and must not be refrigerated for later use.
 7. Ready to feed formula, if unused, may be stored in breast milk/formula refrigerator for up to 24 hours.
- C. Ordering formulas for discharge preparation:
1. Select Requisitions in EHR
 2. Procedure is NSFFORM.
 3. Date Needed.
 4. Measuring spoon (if needed).
 5. Formula (can). Look up number of cans.
 6. Formula (case). Look up number of cases.
- D. Teaching parents to mix formulas:
1. RN's caring for the infant are responsible to teach parents how to prepare formula for home use prior to discharge. Parents are provided written instructions based manufacturers guidelines and based on the physician order for caloric content
 2. Parents will receive written and verbal instruction on safe formula mixing and storage.

- E. Infant formula recalls are handled via Material Management policy <http://policies/dotNet/documents/?docid=1799&mode=view>HOSPITAL RECALL PROCEDURE
- F. Documentation:
 1. Formula type and amounts are documented in the EHR.

VI. EDUCATION/TRAINING

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

VII. REFERENCES

- A. Steele, C. & Collins, E. (Eds.). (2019). *Infant and Pediatric Feedings: Guidelines for Preparation of Human Milk and Formula in Health Care Facilities*. (3rd ed.) Academy of Nutrition and Dietetics.
- B. Centers for Disease Control and Prevention. Infant Formula Preparation and Storage. Updated December 14, 2025.
- C. U.S. Food and Drug Administration. Information for Health Care Professionals on Safe Handling of Infant Formula. April 2024.

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Approval Signatures

Step Description	Approver	Date
Board Approval	Rebecca Alaga: Regulatory/ Accreditation Coordinator	Pending
NICU Medical Director	Robert Castro: PHYSICIAN	4/14/2026
Director of Women's and Children's Services	Julie Vasher: Director Women's & Children's Services	3/17/2026
Policy Committee	Rebecca Alaga: Regulatory/ Accreditation Coordinator	3/16/2026
Policy Owner	Julie Vasher: Director Women's & Children's Services	2/23/2026

Standards

No standards are associated with this document



Origination 3/10/2017
Approved N/A
Expires 3 years after approval

Owner Megan Giovanetti:
Director
Cardiovascular Services and Sleep
Area Cardiology Departments

Guidelines for Performing Transesophageal Echocardiograms

I. POLICY STATEMENT

- A. N/A

II. PURPOSE

- A. To provide guidelines for the Cardiac Sonographer and Registered Nurse in pre-procedure, procedural care and post-procedure recovery of Transesophageal echocardiogram (TEE) patients. The Cardiac Sonographer will assist the Cardiologist, Cardiac Surgeon or Anesthesiologist in imaging, identifying, and measuring cardiac structures such as: blood flow, defects, foreign bodies, tumors, masses and aneurysms during a TEE in order to assist in their treatment decisions.

III. DEFINITIONS

- A. Transesophageal echocardiogram is defined as an invasive echocardiogram in which ultrasound waves are emitted from an ultrasound probe in the esophagus to create moving images of the heart.
- B. EHR - Electronic Health Record

IV. GENERAL INFORMATION

- A. The cardiac sonographer will assist in performing all invasive TEE's in a timely, professional manner while working with physicians and other health care professionals to provide quality diagnostic testing.

B. Order Entry

1. Inpatient TEE Order Set or Outpatient TEE Order Set.

V. PROCEDURE

A. Use universal precautions.

B. **Outpatient TEE's :**

1. Assemble equipment and supplies needed for the study.
2. Supplies needed at the bedside:
 - a. Electrodes
 - b. Lidocaine Hydrochloride Jelly 2%
 - c. Lidocaine Viscous 2%
 - d. Gel
 - e. Hurracaine Spray
 - f. E-Z Bite Guard
 - g. Tongue Depressors
 - h. Portable Suction with yankauer and catheters
 - i. Nasal Cannula with EtCO2 for oxygen delivery and capnography monitoring.
 - j. Place patient on cardiac monitor with EKG, NIBP, SPO2, EtCO2 for continuous monitoring.
 - k. Obtain initial EKG strip and mount to EKG paper.
 - l. Insert peripheral IV with NS per CPOE.
3. The Registered Nurse will confirm correct patient using 2 patient identifiers and confirm correct procedure with the patient.
4. Physician Orders (EHR) will be noted or acknowledged.
5. The patient will be admitted and assessed according to hospital procedure and (see [SEDATION GUIDELINES](#)) (see [SCOPE OF SERVICE: SURGICAL SERVICES](#)).
6. The pre-procedure work-list will be completed and/or reviewed for NPO status, allergies, medications, any significant labs, vital signs.
7. Make sure the patient has been NPO for a minimum of six (6) hours
8. Patient informed consent will be obtained.
9. Have patient remove dentures/partials and place in labeled container.
10. Bring to bedside medications ordered for procedure (topical numbing agents, lidocaine jelly for TEE probe and sedation medications.
11. Once the patient is prepped and ready, notify the performing cardiologist that the patient is ready.

12. When Cardiologist arrives, RN and MD will perform Universal Protocol according to hospital policy. (see [UNIVERSAL PROTOCOL: PREVENTION OF WRONG PERSON, PROCEDURE, SITE SURGERY OR INVASIVE PROCEDURES POLICY](#)).
13. The RN will administer sedation medications according to MD orders.
14. The RN will continuously monitor patient and document vital signs, cardiac rhythm and level of consciousness every 5 minutes or more as indicated during procedure on the nursing record or electronic chart.
15. The sonographer will capture all relevant images throughout the procedure.
16. After completion of study, unhook the electrodes from the ECHO machine, remove the TEE probe, pre clean with enzyme sponge and place in the designated container for transport to SSPD.
17. The sonographer will take the TEE probe to SSPD for cleaning.
18. The patient will be recovered (see [SEDATION GUIDELINES](#)) with monitoring vital signs every 15 minutes for a minimum of one hour post last sedation medication dose given.
19. Document all medications given or not given in the MAR.
20. Patient may be discharged when there is a discharge order from the physician and discharge criteria have been met.
21. Discontinue IV and give patient/family post-procedure discharge instructions.
22. (See [SEDATION GUIDELINES](#)).

C. Operating Room TEEs :

1. The Cardiac sonographer assigned to do the TEE in the OR will call the OR to determine when the case will be performed. Should there be a change in time from the originally scheduled time, it will be the responsibility of the sonographer to maintain contact with the OR to determine the new case time.
2. Before entering the OR, all cardiac sonographers are required to be in scrubs. No street clothes are to be worn in the OR.
3. Use the main surgery entrance. Surgical cap, shoe covers, and mask are required and will be worn prior to proceeding into the designated OR suite.
4. Once the patient is in the OR suite and when the anesthesiologist and nursing team have finished prepping the patient, bring the echo machine into the room and position it at the patient's left side.
5. Prior to insertion of the probe, apply ultrasound jelly on the tip of the probe. Assist the physician with inserting the probe by holding the control end of the transducer (if requested).
6. Notify Cardiologist that he is needed in the OR for the initial imaging study if instructed to by the anesthesiologist.
7. On completion of the initial imaging pre-op study, ask the circulating nurses to call the cardiology department when post-op imaging is required. The sonographer is also responsible for maintaining contact with the OR staff to determine when post-

op imaging will be needed.

D. Inpatient TEE's s:

1. Physician Orders (EHR) will be noted or acknowledged.
2. Follow PROCEDURE section IV and gather supplies.
3. The patient will be recovered (see [SEDATION GUIDELINES](#)) with monitoring vital signs every 15 minutes for a minimum of one hour post last sedation medication dose given.
4. Document in the MAR all medications given or not given.
5. Do not discontinue IV or discharge patient.
6. Patient may resume diet in 2-3 hours per in-patient orders.

E. Documentation:

1. All findings will be documented in the final TEE report by the performing cardiologist or anesthesiologist.
2. Probe used is logged by patient MR# probe serial number by sonographer.

VI. EDUCATION/TRAINING

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

VII. REFERENCES

- A. Cardiac Diagnostic Testing: What Bedside Nurses Need to Know (n.d.): n. June 2014. Web. 14 Dec. 2015.
- B. "Transesophageal Echocardiography (TEE)." Transesophageal Echocardiography (TEE). N.p., n.d. Web. 03 Nov. 2015.
- C. "Transesophageal Echocardiography (TEE)." Transesophageal Echocardiography (TEE). N.p., n.d. Web. 14 Dec. 2015.
- D. Wiegand, Debra J. Lynn-McHale. AACN Procedure Manual for Critical Care. St. Louis, MO: Elsevier/Saunders, 2016. Print.

Approval Signatures

Step Description	Approver	Date
Board Approval	Rebecca Alaga: Regulatory/ Accreditation Coordinator	Pending

Cath Lab Medical Director - Dr. Zetterland	Megan Giovanetti: Director Cardiovascular Services and Sleep	3/17/2026
CNO	Carla Spencer: Chief Nursing Officer	3/3/2026
Policy Committee	Rebecca Alaga: Regulatory/ Accreditation Coordinator	3/3/2026
Policy Owner	Megan Giovanetti: Director Cardiovascular Services and Sleep	1/20/2026

Standards

No standards are associated with this document

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Origination 9/28/2020
Approved N/A
Expires 1 year after approval

Owner Scott Cleveland:
Controller
Area Scopes Of
Service

Scope of Service: Accounting

I. SCOPE OF SERVICE

The Accounting Department 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 Accounting Department is to enhance patient services and health programs that help SVHMC remain a leading provider of medical care. The goal of the Accounting Department 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 Accounting Department 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.

The goals of the Accounting Department are to:

- A. Coordinate the accounting services functions to all departments of the organization.
- B. Maintain sufficient service and supplies to adequately perform the services that are offered to Salinas Valley Health Medical Center (SVHMC).

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.

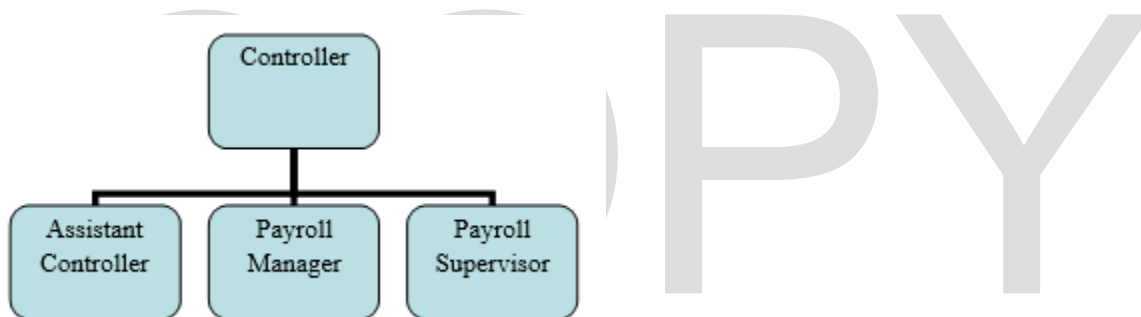
- D. To support the provision of high quality service with a focus on a collaborative, multi-disciplinary approach to minimize the negative physical and psychological effects of disease processes and surgical interventions through patient/significant other education and to restore the patient to the 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 Accounting Department function, staff performance, and care / service for quality management and continuous quality improvement.

IV. POPULATION SERVED

Non-Clinical:

The Accounting Department provides services to all Departments.

V. ORGANIZATION OF THE DEPARTMENT



- A. Hours of Operation:
The Unit/Department provides services Monday through Friday from 8:00 a.m. to 4:30 p.m.
- B. Location of department:
The Department is located 345 Abbott Street.

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

- A. The Department purpose is maintaining financial and accounting systems that will enhance patient services and health programs that help SVHMC remain a leading provider of medical care.
- B. The Controller assumes twenty-four (24) hour responsibility for the Department.
- C. The Controller is directly responsible to the Chief Financial Officer. It is the Controller'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 Controller. In the Controller's absence, the position is filled by their designee. It is his/her responsibility to carry out the

duties of the Controller in his/her absence.

VII. REQUIREMENTS FOR STAFF

All individuals who provide Department services have the appropriate training and competence.

A. Licensure / Certifications:

N/A

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, videoconferences, 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:

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
8. Needs assessment

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
7. Industry trends and changes
8. Hospital needs
9. Internal Controls

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

D. Continuing Education

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

VIII. STAFFING PLAN

- A. 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.
- B. General Staffing Plan:
- C. Flexible hours are occasionally required; staffing requirements will be met by authorizing overtime and/or utilizing temporary services.
In the event of a severe emergency, the minimum amount of staff required to safely operate this unit is: 6.

IX. EVIDENCE BASED STANDARDS

- A. 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.
- B. 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:
 1. With compassion, respect and dignity for each individual without bias.
 2. In a manner that best meets the individualized needs of the patient.
 3. In a timely manner.

- 4. Coordinated through multidisciplinary team collaboration.
 - 5. In a manner that maximizes the efficient use of financial and human resources.
- C. SVHMC has developed administrative and clinical standards for staff practice and these are available on the internal intranet site.

X. CONTRACTED SERVICES

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

XI. PERFORMANCE IMPROVEMENT AND PATIENT SAFETY

- A. The Accounting Department 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.
- B. 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.
- C. In addition to the overall SVHMC strategic initiatives and in concert with the Quality Improvement Plan and the Quality Oversight Structure, the Accounting Department will develop measures to direct short-term projects and deal with problem issues evolving out of quality management activities.
- D. Unit based measurement indicators are found within the Quality dashboard folder.

Attachments

 [Organization of the Department](#)

Approval Signatures

Step Description	Approver	Date
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LWG	Rebecca Alaga: Regulatory/ Accreditation Coordinator	Pending
Policy Committee	Rebecca Alaga: Regulatory/ Accreditation Coordinator	4/6/2026
Policy Owner	Scott Cleveland: Controller	4/6/2026

Standards

No standards are associated with this document

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Origination 2/28/2020

Approved N/A

Expires 1 year after approval

Owner Frank Mensah:
Director Critical
Care Services

Area Scopes Of
Service

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.

Critical care nursing is a specialized area of nursing that involves providing care to critically ill or unstable patients. Critical care nurses, often referred to as ICU nurses, have advanced training to assess, treat, and monitor these patients, utilizing life sustaining technology and medications. They work closely with doctors and specialists to manage and coordinate the care of severely ill patients suffering from complicated medical or surgical conditions.

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

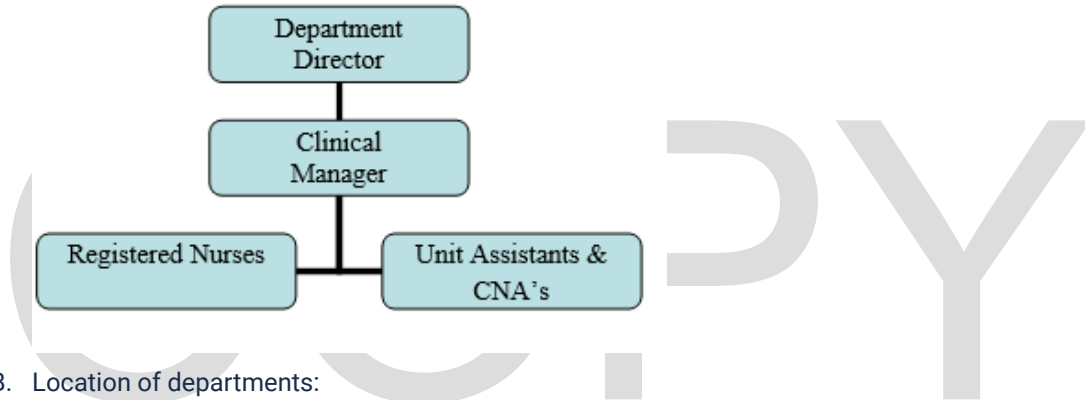
populations.

- 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

[!\[\]\(3e6dd49cd6b892669073143eb6c7c31e_img.jpg\) Organization of the Department](#)

Approval Signatures

Step Description	Approver	Date
Board Approval	Rebecca Alaga: Regulatory/ Accreditation Coordinator	Pending
CNO	Carla Spencer: Chief Nursing Officer	3/27/2026
Policy Committee	Rebecca Alaga: Regulatory/ Accreditation Coordinator	3/27/2026
Policy Owner	Frank Mensah: Director Critical Care Services	3/27/2026

Standards

No standards are associated with this document

COPY



Origination 3/1/2021
Approved N/A
Expires 3 years after approval

Owner Karina Kessler:
Clinical Manager
Area Women's and
Children's
Services

Skin-to-Skin Contact in the NICU

I. POLICY STATEMENT

- A. N/A

II. PURPOSE

- A. To provide guidelines to staff for skin-to-skin contact (STS) in the Neonatal Intensive Care Unit (NICU).

III. DEFINITIONS

- A. **Skin-to-skin contact (STS)**, also known as Kangaroo Care (KC) - When the infant, dressed only in a diaper and a hat, are placed against the parent's (or other person designated by parent) – bare chest in a prone, upright position.

IV. GENERAL INFORMATION

- A. STS is a method of infant holding that promotes a close physical and emotional relationship between the parent and the child.
- B. Offer and encourage STS immediately after delivery, or as soon as possible once infant is determined to be stable.
- C. Providers of STS must be clean, dry, and be free of rashes, lesions, or open areas of skin that could come in to contact with the baby.
- D. Eligible infants –
 1. Stable term and/or premature
 2. No weight or gestational age limits
 3. Respiratory status stable, oxygen saturations within ordered parameters.
 4. If a UAC/UVC (Umbilical Artery Catheter, Umbilical Venous Catheter), PICC

(Peripherally Inserted Central Catheter) is present, nurse must ensure lines are well secured. Infants receiving STS will have continuous cardiorespiratory and oximetry monitoring as ordered.

- E. MD order is not required to initiate/perform STS.
- F. STS can be performed before, during or after a feeding.
- G. Mutual planning shall be done with the family to determine eligibility, frequency and duration of STS per day. Goal should encourage increased time and frequency as infant tolerates.

V. PROCEDURE

- A. Provide privacy
- B. Position parent or designee as follows: remove shirt, bra or blouse and dress in cover gown per parent choice, provide warm blanket as needed for parent.
- C. Record infant vital signs before STS
- D. Infant is undressed with a diaper and hat on.
- E. STS recommended for a minimum of one hour, as tolerated, and can be up to 3-4 hours as infant tolerates.
- F. Terminate STS at parent's request or if infant shows persistent signs of distress such as: respiratory distress, apnea, bradycardia, or desaturation that do not resolve with usual interventions.
- G. STS can be performed simultaneously with twins.
- H. Encourage lactating mothers to empty her breasts' before STS for her comfort.
- I. Documentation:
 - 1. Time STS began and ended in Electronic Health Record (EHR).
 - 2. Document infant vital signs per policy
 - 3. Any adverse reactions/cold stress
 - 4. Parent interaction/education in EHR.

VI. EDUCATION/TRAINING

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

VII. REFERENCES

- A. American Academy of Pediatrics. (2017). *Guidelines for Perinatal Care* (8th ed.). Elk Grove, IL: American Academy of Pediatrics & The American College of Obstetrics and Gynecologists.
- AWONN. (2021). *Perinatal Nursing* (5th ed.). Philadelphia, PA: Wolters Kluw

Approval Signatures

Step Description	Approver	Date
Board	Rebecca Alaga: Regulatory/ Accreditation Coordinator	Pending
NICU Medical Director	Robert Castro: PHYSICIAN	4/14/2026
CNO	Carla Spencer: Chief Nursing Officer	2/10/2026
Director of Women's and Children's Services	Julie Vasher: Director Women's & Children's Services	2/10/2026
Policy Committee	Rebecca Alaga: Regulatory/ Accreditation Coordinator	2/3/2026
Policy Owner	Karina Kessler: Clinical Manager	2/3/2026

Standards

No standards are associated with this document



Origination 5/11/2020
Approved N/A
Expires 3 years after approval

Owner Frank Mensah:
Director Critical
Care Services
Area Patient Care

Wearable Cardioverter Defibrillator

I. POLICY STATEMENT

- A. N/A

II. PURPOSE

- A. To guide the staff in the care and education of the patient using the wearable cardioverter defibrillator.

III. DEFINITIONS

- A. WCD – Wearable cardioverter defibrillator

IV. GENERAL INFORMATION

- A. N/A

V. PROCEDURE

- A. An admitted patient may continue to wear a WCD with a physician's order.
 - 1. The patient must be able to manage the WCD. If unable to manage the WCD at any time during the admission, the WCD should be removed and an order obtained from the physician.
- B. The battery charger and spare battery will be kept at the patient's bedside.
 - 1. Biomed must check the charger upon the patient's admission. Refer to Incoming electrical Medical Equipment (Patient Care) - 993
- C. The patient and/or family is responsible for changing the battery and vest per company instructions.

1. The battery must be changed daily.
- D. If a shock is delivered, the patient should be immediately assessed and the physician is notified. Consider activating RRT or Code Blue as warranted by the patient condition.
- E. When ordered by the physician, initial fitting and education of the WCD will be obtained from the company representative prior to the patient's discharge.
- F. Documentation: Documentation will be in the electronic health record

VI. EDUCATION/TRAINING

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

VII. REFERENCES

- A. American Association of Critical Care Nurses, (2024), Procedure 36: External Wearable Cardioverter-Defibrillator. In D. Wiegand (Ed.), *AACN procedural manual for high acuity, progressive, and critical care* (8th ed). Elsevier Health Services
- B. Gregor Goetz, Bernhard Wernly, Claudia Wild, (2023) Wearable cardioverter defibrillator for preventing sudden cardiac death in patients at risk: An updated systematic review of comparative effectiveness and safety. *IJC Heart & Vasculature*, Volume 45, 2023, 101189, ISSN 2352-9067, <https://doi.org/10.1016/j.ijcha.2023.101189>.
- C. Kestra Medical web site <https://kestramedical.com/providers>
- D. Alsamman, M., Prashad, A., Abdelmaseih, R., Khalid, T., & Prasha, R. (2022, August 15). Update on wearable cardioverter defibrillator: A comprehensive review of literature. *Cardiology Research*. <https://doi.org/10.14740/cr1387>
- E. DynaMed. (2022). Managing wearable cardioverter-defibrillators. Ipswich, MA: EBSCO Information Services. Retrieved from <https://www.dynahealth.com/nursing-skills/managing-wearable-cardioverter-defibrillators>

Attachments

- [A. Assure Quick Start Guide](#)
- [B. ASSURE System at Salinas Valley Memorial Hospital.pdf](#)

Approval Signatures

Step Description	Approver	Date
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Board	Rebecca Alaga: Regulatory/ Accreditation Coordinator	Pending
LWG	Rebecca Alaga: Regulatory/ Accreditation Coordinator	4/13/2026
BioMed	Simplicio Tualla Jr.: Chief Biomed Engineer	4/9/2026
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

COPY

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 Contract Terms for General Surgery Professional Services Agreements for Bernadette Guiroy, MD and Atul Jani, MD**

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

Date: April 13, 2026

Executive Summary

Salinas Valley Health Medical Center (SVH) executive leadership has engaged with **Bernadette Guiroy, MD** and **Atul Jani, MD** to transition their general surgery private practice into the SVH Clinics network. Contracting with Dr. Guiroy and Dr. Jani for General Surgery will improve access for our patients while continuing to deliver high quality healthcare services by experienced and respected surgeons in the community. Both Dr. Guiroy and Dr. Jani, are certified by the American Board of Surgery and have been members of SVH Medical Staff since 1993. They plan to join SVH Clinics in June 2026.

Terms and Conditions of Agreement

Professional Services Agreement. Essential Terms and Conditions:

- Professional Services Agreement (PSA). Physicians will be contracted under PSAs with Salinas Valley Health (SVH) as members of Salinas Valley Health Clinics. Pursuant to California law, Physicians will not be employees of SVH or SVH Clinics but rather contracted physicians.
- Term. PSAs will be for a term of two (2) years, with annual compensation reported on an IRS W-2 Form.
- Full-Time Schedule. Physicians will be scheduled to provide physician services to clinic patients on a full-time basis, forty-six (46) weeks per year; one week of which can be allocated to continuing medical education.
- Productivity Compensation: Physicians shall receive work Relative Value Units (wRVU) productivity compensation at a seventy-five dollar (\$75.00) wRVU conversion factor.
- Hospital Call Coverage. Call days in excess of five (5) days per month will be paid at the established call stipend rate.
- Annual Incentive Plan. Physicians will be eligible to participate in an Annual Performance Incentive Plan with one thousand (1000) hours worked during the annual measurement period. The current annual incentive amount is fifteen thousand dollars (\$15,000) based on performance metrics.
- Benefits. Physicians will be eligible for standard SVH Clinics physician benefits:
 - ❖ Access to SVH Health Plan for physicians and qualified dependents. Premiums are projected based on fifteen percent (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.
 - ❖ Six weeks (30 days) of time off each calendar year.
 - ❖ Continuing Medical Education (CME) annual stipend in the amount of two thousand four hundred dollars (\$2,400) paid directly to physicians and reported as 1099 income. One week (5 days) off for CME related activities.
- Professional Liability Insurance. Professional liability will be provided through BETA Healthcare Group.

Meeting our Mission, Vision, Goals

Strategic Plan Alignment

The addition of Dr. Guiroy and Dr. Jani to SVH Clinics 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 terms proposed in the General Surgery PSAs for Dr. Guiroy and Dr. Jani have been reviewed and compared to 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:

- **The Contract Terms for General Surgery Professional Services Agreements between Salinas Valley Health Clinics and Bernadette Guiroy, MD and Atul Jani, MD.**

Board Paper: Personnel, Pension and Investment Committee

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

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

Date: April 13, 2026

Executive Summary

In consultation with members of the Salinas Valley Health (SVH) Medical Center Medical Staff, SVH executive management has identified the recruitment of physicians specializing in **obstetrics and gynecology** as a recruiting priority for SVH's service area. Based on the Medical Staff Development Plan, the specialty of obstetrics and gynecology was recommended as a top priority for recruitment. SVH Clinics Obstetrics & Gynecology receives over 300 new patient referrals monthly, and the current average new patient appointment wait time exceeds 45 days. The addition of obstetricians and gynecologists to SVH Clinics, will improve patient access and provide additional coverage for obstetrics and gynecology emergency department call coverage.

The recommended physician, **Alena Cave, MD**, received her Doctor of Medicine degree in 2022 from California Northstate University College of Medicine in Elk Grove, CA. Dr. Cave is currently completing her Obstetrics and Gynecology Residency at Kern Medical Center in Bakersfield, CA. She is robotically trained and interested in providing a mix of obstetrics and gynecology in her practice. A native of Northern California with family on the Central Coast, Dr. Cave is eager to set down roots and join SVH Clinics in the fall of 2026.

Terms and Conditions of Agreements

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

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

- **Professional Services Agreement (PSA)**. Physician will be contracted under a PSA with Salinas Valley Health and a member of Salinas Valley Health Clinics. Pursuant to California law, the physician will not be an employee of SVH or SVH Clinics but rather a contracted physician.
- **Term**: PSA is for a term of two (2) years, with annual compensation reported on an IRS W-2 Form.
- **Full-Time Schedule**. Physician will be scheduled to provide physician services to clinic patients on a full-time basis, forty-eight (48) weeks per year; one week of which can be allocated to continuing medical education (CME).
- **Hospital Call**. Physician shall provide emergency department unassigned patient call coverage for the Obstetrics back-up and Gynecology back-up panels in equitable rotations with other credentialed physicians. Five days of call per month are included in productivity compensation. Call days in excess of 5 per month shall be paid at the presently established rate.
- **Base Compensation**: Physician shall receive base compensation in the amount of three-hundred seventy-five thousand dollars (\$375,000) 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 sixty-two dollar (\$62.00) wRVU conversion factor.
- **Professional Liability Insurance**. Professional liability is provided through BETA Healthcare Group.
- **Annual Incentive Plan** in the amount of up to fifteen thousand dollars (\$15,000) shall be available to Physicians who meet the eligibility requirements of at least one thousand hours worked during the measurement period and a current PSA at time of payment in order to qualify.

- **Benefits.** Physician will be eligible for standard SVH Clinics physician benefits:
 - ❖ Access to SVH Health Plan for physician and qualified dependents. Premiums are projected based on 15% of SVH cost.
 - ❖ Access to SVH 403(b) and 457 retirement plans. Five percent (5%) base contribution to 403(b) plan that vests after three (3) years. This contribution is capped at the limits set by Federal law.
 - ❖ Four weeks (20 days) of time off each calendar year.
 - ❖ Continuing Medical Education (CME) annual stipend in the amount of two thousand four hundred dollars (\$2,400) paid directly to physician and reported as 1099 income. One week (5 days) off annually for CME activities.
2. **Recruitment Agreement** that provides a recruitment incentive of one hundred thousand dollars (\$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. Cave is aligned with our strategic priorities 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. Cave to Salinas Valley Health Clinics has been identified as a need for recruitment while also providing additional resources and coverage for SVH Obstetrics & Gynecology.

The compensation proposed in these agreements have been reviewed and compared to 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 Alena Cave, MD:**
 - That the recruitment of an obstetrics and gynecology 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. Cave; and**
3. **The Contract Terms of the Obstetrics and Gynecology Professional Services Agreement for Dr. Cave.**

Attachments

Curriculum Vitae for Alena Cave, MD

ALENA CAVE

WORK EXPERIENCE

Kern Medical

OBGYN PGY-4 Resident Physician

June 2022- present

- 2023 PGY-1 CREOG Score: 67 (88th percentile of PGY1s)
- 2024 PGY-2 CREOG Score: 73 (88th percentile of PGY2s)
- 2025 PGY-3 CREOG Score: 78 (97th percentile of PGY3s)

Select Physical Therapy Redwood City

Rehabilitation Aide

July 2017-August 2019

- Full time July 2017-April 2018, per diem April 2018-August 2019
- Lead patients in exercises and performed various therapeutic modalities (i.e., electrical stimulation/ultrasound) under supervision of licensed physical therapists
- Trained new employees on exercise technique, therapeutic modalities, and various back-office tasks

LICENSURE

- CA Physician's and Surgeon's License #A186877 (exp 8/31/2027)
- USMLE Step 1: Pass, Score 260, June 2020
- USMLE Step 2CK: Pass, Score 271, May 2021
- USMLE Step 3: Pass, Score 260, November 2022

EDUCATION

MD California Northstate University College of Medicine
Doctor of Medicine

May 2022

BS University of California, Santa Barbara

Bachelor of Science in Biological Sciences with Molecular, Cellular, and Developmental Biology emphasis
Total GPA: 3.97, BCPM GPA: 3.95, MCAT: 514

June 2017

RESEARCH EXPERIENCE/PRESENTATIONS/PUBLICATIONS

Kern Medical

May 2025-Current

Case report, John Schlaerth, MD

- "Sustained Remission Following Lung Resection of Isolated Pulmonary Stage III Epithelioid Trophoblastic Tumor" (2025) Poster presentation at Southern San Joaquin Valley Regional Research Forum
- Slattery ME, Cave AR, Wightman SC, Schlaerth JB. Sustained Remission following Lung Resection of Isolated Pulmonary Stage III Epithelioid Trophoblastic Tumor: A Case Report. *Case Rep Oncol.* 2025 Dec 6;19(1):74-81. doi: 10.1159/000549655. PMID: 41536782; PMCID: PMC12799229.

California Northstate University

January 2019

Self-Directed Student Scholarly Project, Forshing Lui, MD

- “Predictors of USMLE Step 1 Performance at a U.S. M.D. School Utilizing NBME® Examinations to Assess Preclinical Performance and to Serve as Early Warnings for At-Risk Students” (2019) Poster presentation at California Northstate University Research Day

University of California, Santa Barbara

March 2015 to June 2017

Campàs Group, Otger Campàs, PhD

- Undergraduate Research and Creative Activities Grant recipient (2016 and 2017)
- Presented at 2016 and 2017 UCSB Undergraduate Research Colloquium
- “Establishment of zebrafish mutant lines to link mechanics and signaling” (2016)
- “Photoswitchable YAP/TAZ constructs to follow nucleocytoplasmic shuttling dynamics in vivo” (2017)

LEADERSHIP AND ACTIVITIES

Program Evaluation Committee

Resident Representative

June 2023 to present

Kern Medical

- Chosen by co-residents and faculty to be representative on for annual Program Evaluation Committee

Liaison Committee of Medical Education (LCME) Accreditation Task Force

Student Representative

January 2020 to May 2022

California Northstate University College of Medicine

- Chosen by faculty to be student representative on LCME Accreditation Task Force for standard 9 “Teaching, Supervision, Assessment and Student and Patient Safety”
- Attend meetings with faculty members, review documents, and provide student’s perspective to ensure CNU’s continued progress towards accreditation
- Interviewed by LCME representatives for full accreditation

Clínica Tepati

California Northstate University Preceptor Officer

March 2019 to March 2020

Medical Student Volunteer

September 2018 to March 2020

University of California, Davis

- Identified and reached out to potential preceptors to volunteer in clinic
- Took patient histories and performed physical exam for chief complaint
- Provided underserved patients with resources for low-cost medication programs and specialist referrals

Medical Students for Choice

Co-President

March 2019 to March 2020

Member

August 2018 to May 2022

California Northstate University College of Medicine

- Held on-campus meetings for student members on various topics including advocacy techniques and career options
- Supported pro-choice legislation by calling representatives, attending rallies, and increasing student awareness (e.g. SB24)
- Lead procedure workshops (e.g. IUD insertion, abortion techniques, etc.)

American Medical Women's Association

President of Internal Affairs

March 2019 to March 2020

Member

August 2018 to Present

California Northstate University College of Medicine

- Hosted guest speaker events (e.g. negotiation and financial planning workshops) and coordinated annual Women in Medicine Panel
- Oversaw executive board in community and philanthropic endeavors (e.g. breast cancer research bake sale fundraiser, community health fairs, etc.)

Foundations Curriculum Task Force

Student Representative

April 2019 to June 2019

California Northstate University College of Medicine

- Chosen by faculty to give input on changes to Foundations of Clinical Medicine course curriculum for incoming first year medical students
- Collaborated with faculty and classmates to better align course curriculum with LCME guidelines

TEACHING AND MENTORSHIP EXPERIENCE

OBGYN Student Interest Group, Kern Medical

Resident Physician Mentor

July 2023-Present

- Chosen by medical students to mentor those interested in OBGYN
- Hosted forum on NRMP Match experience and ways to increase chance of matching into a ACGME accredited OBGYN residency

Pre-Med Student Mentoring, California Northstate University College of Medicine

Medical Student Volunteer

September 2018-March 2020

- Mentored undergraduate students interested in medicine from UCs Davis and Merced
- Reviewed personal statements, gave general advice, and provided resources regarding MCAT preparation and medical school applications for pre-med students

High School Mentoring, Cosumnes Oaks High School

Medical Student Volunteer

September 2018-August 2019

- Met with a group of 5-7 high school students on a monthly basis
- Provided advice to students about college and careers in medicine

Oncogenesis and Cellular Growth Control, University of California, Santa Barbara
Learning Assistant March 2017 to June 2017

- Taught 2 hourly sections per week to go over concepts covered in lecture
- Held office hours and assisted in exam grading

Biology Mentoring and Engagement, University of California, Santa Barbara
Learning Assistant March 2016 to June 2017

- Lead a group of 5-6 first year undergraduate students in discussions about study habits, career choices, and other topics in biology
- Attended weekly training sessions to improve mentorship and leadership ability

VOLUNTEER EXPERIENCE

Honduras Medical Mission Trip, California Northstate University
Medical Student Volunteer March 2019

Student Health Physical Therapy, University of California, Santa Barbara
Student Volunteer/Rehabilitation Aide August 2016 to June 2017

Cottage Hospital, Santa Barbara, CA
Volunteer at Surgical Information Desk September 2015 to June 2016
Volunteer at Mother/Infant and Birthing Centers January 2015 to June 2015

HONORS AND AWARDS

Creog Award June 2024, 2025
Kern Medical OBGYN Residency
Highest CREOG score in the program

AAGL Recognition of Excellence in Minimally Invasive Gynecology June 2025
Kern Medical OBGYN Residency

Dean's Award May 2022
California Northstate University College of Medicine
Overall excellence in academics, service, and scholarly activity.

Award for Academic Excellence May 2022
California Northstate University College of Medicine

Distinction in the Major June 2017
University of California, Santa Barbara
Recognition for outstanding undergraduate biology research; requires completion of a minimum of 9 MCDB 199 units (>450 research hours) and an honors research thesis

Academic Excellence Award June 2017
University of California, Santa Barbara
Graduation with a minimum cumulative GPA of 3.6, completion of >5 upper division honors courses, and >20 volunteer hours

Board Paper: Personnel, Pension and Investment Committee

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

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

Date: April 13, 2026

Executive Summary

In consultation with members of the SVH Medical Center Medical Staff, Salinas Valley Health (SVH) executive management has identified the recruitment of physicians specializing in **internal medicine** as a recruiting priority for SVH's service area. Based on the Medical Staff Development Plan, completed by ECG Management Group, the specialty of Internal Medicine is recommended as a top priority for recruitment. Recruiting another internal medicine physician will improve primary care clinic access at SVH PrimeCare Monterey. Additionally, the recent relocation of a physician to another service line has emphasized the need to recruit internal medicine physicians.

The recommended physician, **Idean Pourshams, MD**, earned his Doctor of Medicine degree in 2021 from Ross University School of Medicine in Barbados. He completed his Internal Medicine residency training at the University of Arkansas for Medical Sciences in Fayetteville, AK. Dr. Pourshams will join SVH PrimeCare Monterey in Fall 2026.

Terms and Conditions of Agreements

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

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

- **Professional Services Agreement (PSA)**. Physician will be contracted under a PSA with Salinas Valley Health and a member of Salinas Valley Health Clinics. Pursuant to California law, the physician will not be an employee of SVH or SVH Clinics but rather a contracted physician.
- **Term**: PSA is for a term of two years, with annual compensation reported on an IRS W-2 Form.
- **Full-Time Schedule**. Physician will be scheduled to provide physician services to clinic patients on a full-time basis, 46 weeks per year; one week of which can be allocated to continuing medical education (CME).
- **Base Compensation**: Physician shall receive base compensation in the amount of three-hundred thousand dollars (\$300,000) 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 \$51.50 wRVU conversion factor.
- **Professional Liability Insurance**. Professional liability is provided through BETA Healthcare Group.
- **Benefits**. Physician will be eligible for standard SVH Clinics physician benefits:
 - ❖ Access to SVH Health Plan for physician and qualified dependents. Premiums are projected based on 15% of SVH cost.
 - ❖ Access to SVH 403(b) and 457 retirement plans. Five percent base contribution to 403(b) plan that vests after three years. This contribution is capped at the limits set by Federal law.
 - ❖ Six work weeks (30 days) of time off per year, accruing equally throughout the year.
 - ❖ Continuing Medical Education (CME) annual stipend in the amount of \$2,400 paid directly to

physician and reported as 1099 income.

2. **Recruitment Agreement** that provides a recruitment incentive in the amount of fifty thousand dollars (\$50,000), which is structured as forgivable loan over two years of service for SVH Clinics.

Meeting our Mission, Vision, Goals Strategic Plan Alignment:

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

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

Recommendation

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

1. **The Findings Supporting Recruitment of Idean Pourshams, MD:**
 - That the recruitment of internal medicine 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. Pourshams; and**
3. **The Contract Terms of the Internal Medicine Professional Services Agreement for Dr. Pourshams.**

Attachments: Curriculum Vitae for Idean Pourshams, MD



EDUCATION

- RESIDENCY** | *University of Arkansas for Medical Sciences (UAMS)* 2026
Northwest Internal Medicine – Fayetteville, AR
- Post Doc FELLOWSHIP** | *Stanford University – Stanford, CA* 2023
▪ Department of Cardiology Clinical Research
- MD** | *Ross University School of Medicine – Barbados* 2021
- BS in Physiology** | *University of California – Davis* 2007
▪ Scholarship with Palo Alto Medical Foundation



WORK EXPERIENCE

- Senior Clinical Specialist** | *Cardiva/Haemonetics/Medtronic – Bay Area, CA* 2022 – 2023
▪ Assisted vascular closure for cardiology, IR and Neurology
▪ Regulatory and Development
▪ Patient satisfaction
- Project Manager** | *Microsoft – Bellevue, WA* 2017 – 2018
▪ Defined product goals, reported to Corporate VP
▪ Well versed in virtual assistance, AI natural language processing
- Clinical Researcher** | *University of Washington – Seattle, WA* 2016 – 2018
▪ Public Health Department - Oncology screening studies
▪ Data Analysis and Modeling
- Microbiology Researcher** | *NovaBay Pharmaceuticals – Emeryville, CA* 2010 – 2011
▪ Product Development, reporting directly to CEO & CSO
▪ Presented corporate content to scientific community members



SPORTS MEDICINE COVERAGE

- ❖ **Team/Sideline/Training room Assistant:** 2023 – 2025
▪ Fayetteville High School Football team
- ❖ **Mass Event Coverage:** 2023 – 2025
▪ Bentonville Triathlons
▪ Springdale Hogeye Marathons
- ❖ **University of Arkansas Sideline Assistant:** 2023 – 2025
▪ Gymnastics, Basketball, Softball, Track

CONFERENCES/COURSES ATTENDED

- ❖ American Medical Society for Sports Medicine Annual Meeting 2024, 2025 – selected for case poster presentation



PROJECTS & PRESENTATIONS

- ❖ Poster Presentations
 - I. Pourshams, MD; E. Jasso, MD; R. Ylanan, MD: “Double Play: A baseball player’s persistent knee pain leading to incidental discovery of bipartite .” (Spring 2025, AMSSM, Kansas City, MO)
 - University of Arkansas Medical Sciences Research Day, 3 Minute Thesis. *Botulinum Toxin Type F. Foodborne or Adult Colonization?* (Spring 2025, Fayetteville AR)
 - National Digestive Disease Conference. *Botulinum Toxin Type F. Foodborne or Adult Colonization?* (Spring 2025, San Diego, CA)
 - I. Pourshams, MD; E. Jasso, MD; L. Balle II, MD, MPH: “Diamonds are a girl’s best friend: 16yo softball catcher with shoulder pain back behind the plate.” (Spring 2024, AMSSM, Baltimore, MD)
 - American Federation for Medical Research. *HSV Encephalitis.* (January 2022, Carmel, CA)
 - Atrial Fibrillation Symposium. (September 2020, Stanford, CA)



- ❖ Residency Didactics Presentations
 - Disseminated Histoplasmosis and Coccidioidomycosis - Immunocompromised 2023
 - Oral Manifestations of Disease
 - Minimally Invasive Cardiac Procedures
 - Expected Age-Related Changes 2024
 - Atrial Fibrillation
 - Psychiatric Manifestations of Medical Conditions
 - Paternalism in Medicine, Shared Decision Making 2025

Residency Didactics Presentations available upon request



LEADERSHIP EXPERIENCE

- ❖ Program Evaluation Committee for UAMS NW Internal Medicine residency 2023 – 2025
- ❖ Mentorship: Stanford University School of Medicine Students, Research 2021 – 2023
- ❖ Mentorship: Student career and educational mentor - Mina’s Wellness Outreach 2019 – 2023



VOLUNTEER EXPERIENCE

- ❖ WelcomeHealth Clinic – Fayetteville, AR 2024 - 2025
 - Community clinic for immigration clearance led by Dr Kurt Eifling
- ❖ Mina’s Wellness Outreach – San Jose, CA 2019 - 2025
 - Teaching young adults about wellness, safety and age appropriate health matters
 - Mentoring students for education and career choices
 - “Street Medicine” collaboration, providing medical services to homeless population as well as food, clothing and hygiene products
 - Volunteer for San Jose Mayoral Candidate to be elected November 2022
- ❖ Bababaghi Leprosarium – Tabriz 2014
 - Met with doctors, patients and family members at one of the last Leprosy hospitals



PUBLICATIONS/RESEARCH

- ❖ Pourshams et al. *Botulinum Toxin Type F. Foodborne or Adult Colonization?* Gastro Hep Advances, Volume 4, Issue 5, 100623.
- ❖ Pourshams IA, Arora M, Nimkar S, Kumbham P. *Whip It Good: A Case of Vitamin B12 Deficiency and Subacute Combined Degeneration of the Spinal Cord.* Cureus. 2024 Nov 27;16(11):e74620. doi: 10.7759/cureus.74620. PMID: 39735103; PMCID: PMC11682698.
- ❖ Pourshams, et al. *ICD Decision Making - Improving Patient Experiences.* Heart and Mind. 6(1). 2022.
- ❖ Howell S, Barton T, Pourshams IA, Eckman C. *Subcapsular Splenic Hematoma After Diagnostic Colonoscopy: A Case Report.* Cureus. 2024 Sep 21;16(9):e69850. doi: 10.7759/cureus.69850. PMID: 39435234; PMCID: PMC11493109.
- ❖ Wang et al. *Atrial Fibrillation Stroke Prevention Shared Decision-Making Pathway.* Circulation. 2022.
- ❖ Pourshams et al. *Contrast Induced Encephalopathy following Angiography.* In process.
- ❖ Pourshams et al. *Rare Membrane over LAA.* In process.
- ❖ Pourshams, et al. *Early Screening for Gestational Diabetes.* In process.
- ❖ Siddiqui A. et al. *Endoscopic Therapy Compared to Surgical Repair for the Treatment of Acute Esophageal Perforations.* 2018
- ❖ Sahoo, F. and Pourshams, I. *Determinants of HPV Vaccination Uptake Among Adolescent Males in Federally Qualified Healthcare Centers in the Seattle Area.* University of Washington School of Public Health. 2018.
- ❖ Bodine, S.C. et al. *Analysis of Muscle Hypertrophy in Models of Skeletal Muscle Overload.* *Methods Molecular Biology* 798: 213-229, 2012.
- ❖ Pourshams, Idean A. *Laryngoscope Blade.* USPTO, US20140228645 A1. 2013.



PROFESSIONAL MEMBERSHIPS

- ❖ American Medical Society for Sports Medicine 2023-2025
- ❖ Arkansas Medical Society 2023-2025
- ❖ American Medical Association 2020-2025



STATE LICENSURE/CERTIFICATIONS

- ❖ BLS/ACLS Certified
- ❖ California Medical License Pending Application



SKILLS/EHR EXPERIENCE

- ❖ Fluent in Persian
- ❖ Limited Proficiency in Spanish & French
- ❖ EPIC, CPRS



FINANCE COMMITTEE

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

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

(VICTOR REY, JR.)

Finance Committee Board Paper

Agenda Item: **Consider Recommendation for Board Approval of the Renewal of Prime Perfusion, Inc. Services Agreement**

Executive Sponsor: Alysha Hyland, Chief Administrative Officer

Date: April 23, 2026

Executive Summary

The Perioperative Services Department requests Board approval to renew the existing Perfusion Services Agreement between Salinas Valley Memorial Healthcare System and Prime Perfusion, Inc. for an additional two (2) year term through March 2028. This renewal represents a standard extension with no changes to the current scope of services, staffing model, or contractual terms and conditions. Approval will ensure the continuation of uninterrupted perfusion services in support of the Cardiac Service Line.

Background/Situation

Prime Perfusion, Inc. provides essential perfusion services required for open-heart surgery and related cardiovascular procedures. Perfusionists play a critical role in operating cardiopulmonary bypass equipment and maintaining patient stability during surgery, making them integral members of the cardiovascular surgical team. A national shortage of qualified perfusionists and sustained demand for these highly specialized services, makes a stable and reliable provider is essential. Prime Perfusion has consistently met performance expectations and supports 24/7 coverage requirements for the organization’s cardiac surgery and structural heart programs. This renewal reflects a continuation of the existing agreement and ensures ongoing alignment with operational needs, supporting continuity of care and service reliability without disruption.

Timeline/Review Process to Date

- March 2026 – Renewal discussions initiated
- April 2026 – Renewal agreement finalized
- April 2026 – Recommendation for Board approval of Services Agreement renewal

Strategic Plan Alignment

Renewal of the Prime Perfusion, Inc. Services Agreement will enable the organization to continue delivering high-quality cardiac surgical care while supporting the ongoing growth of the structural heart program.

Pillar/Goal Alignment

Service People Quality Finance Growth Community

Financial/Quality/Safety/Regulatory Implications

Key Contract Terms	Vendor: Prime Perfusion, Inc.
1. Proposed effective date	5/1/2026
2. Term of agreement/Renewal	2-year extension/Renewal Every 2 years
4. Termination provision(s)	60-day notice without cause, immediately with cause
5. Payment Terms	Monthly @ \$72,351.74
6. Annual cost	\$868,220.93
7. Cost over life of agreement	\$1,736,441.86
8. Budgeted (indicate y/n)	Y

Recommendation

SVH Administration requests that the Finance Committee make a recommendation to the SVH Board of Directors to approve Renewal of Prime Perfusion, Inc. Services Agreement in the amount of \$1,736,441.86.

Attachments

- Second Amendment (Salinas - Prime) (3-12-26)
- Prime Perfusion Checklist for Competitive Solicitation

**SECOND AMENDMENT TO
PERFUSION SERVICES AGREEMENT**

This SECOND AMENDMENT TO PERFUSION SERVICES AGREEMENT (“Second Amendment”) is effective as of the last signature date below by and between 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 (“Hospital”) and Prime Perfusion, Inc., an Oregon corporation (“Company”).

A. Hospital and Company are parties to that certain Perfusion Services Agreement dated April 2, 2024 (the “Agreement”).

B. Hospital and Company desire to amend the Agreement as set forth in this Second Amendment.

The parties agree as follows:

1. Term and Termination. The term set forth in Section 4(a) of the Agreement is hereby extended for an additional two years to May 31, 2028.

2. Miscellaneous Provisions. The terms and conditions of the Agreement are incorporated as if set forth herein. The foregoing recitals are incorporated by this reference. Except as provided in Section 1 of this Second Amendment, the terms and provisions of the Agreement remain in full force and effect and are unmodified. Any future reference to the Agreement will be deemed to be a reference to the Agreement as amended by this Second Amendment. This Second Amendment may be executed and delivered in any number of counterparts, all of which together constitute one instrument, and may be executed and delivered by electronic means.

The parties have caused this Second Amendment effective as of the last date set forth below.

SALINAS VALLEY MEMORIAL HEALTHCARE SYSTEM

By: _____
Allen Radner, MD, President/CEO

Date: _____

PRIME PERFUSION INC.

By: _____
Morgan Leder, CCP, MPS, President

Date: _____

BOARD or CEO Packet Submission Checklist

Recommendation: Approval by the Board for Renewal of Prime Perfusion, Inc. Services Agreement

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):

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

- X 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.*

X If Sole source – provide detailed justification

This agreement represents a renewal of an existing perfusion services contract with no changes to scope, service model, or terms. Prime Perfusion, Inc. is an established provider fully integrated into the organization’s cardiac surgery and structural heart programs, providing critical 24/7 coverage. Given the highly specialized nature of perfusion services, the national shortage of qualified perfusionists, and the importance of maintaining continuity of care, transitioning to a new provider at this time would introduce unnecessary operational and clinical risk.

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: Natalie James

SUBMITTED BY DEPARTMENT DIRECTOR OR DEPARTMENT ADMINISTRATOR:

<u>Aisha D. Huebner</u> <small>Aisha D. Huebner (Apr 9, 2026 10:00:03 PDT)</small>	Director of Perioperative Services	04/09/2026
Signature	Title/Dept.	Date

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

VP IT: (if applicable) _____ Date: _____

Director Supply Chain: _____

Date: _____

Finance Committee Board Paper

Agenda Item: **Consider Recommendation for Board Approval of Budget Augmentation for the Brunken MRI Project and Construction Contract Award to SSB Construction.**

Executive Sponsors: Alysha Hyland, Chief Administrative Officer

Date: April 16, 2026

Executive Summary

Salinas Valley Health authorized the purchase of a new Canon 1.5T MRI for installation at 626 Brunken in January 2025. In February 2025, a total project budget of \$3,367,810 was approved by the Board to procure Canon equipment and service agreements, design, and construct improvements associated with installation of the new MRI equipment. Award of the construction contract is the next step in the executing of the project. As a result of the conditions discovered during the design phase, i.e. the building is built from prefabricated modules, construction is more complex than the initial estimates assumed. This added complexity as well as the incorporation of program elements not previously included is reflected in the construction bids received. Therefore, approval of a budget augmentation will be required to award the construction contract.

Timeline

- January 2025 approval for installation of Canon 1.5T MRI
- February 2025 approval of total project budget
- April 2026 Request for budget augmentation and approval to award construction contract.

Meeting our Mission, Vision, Goals—Strategic Plan Alignment

With the organization’s clinic MRI scanner reaching end of life and the current demand growing, it is imperative for Salinas Valley Health to replace the aging scanner with one that will meet the needs of the organization and the community going forward. Adding a 1.5 Tesla magnet to the 626 Brunken location will give SVH the ability to do prostate and breast MRI’s including biopsies which are vital to our Oncology program and Breast cancer patients. Placing an upgraded MRI scanner at our outpatient location will also allow our organization to expand cardiac services by developing a site with the most up to date equipment Cannon has to offer.

Pillar/Goal Alignment: Service People Quality Finance Growth Community

Financial/Quality/Safety/Regulatory Implications

1. Current Approved Project Budget	\$3,367,810
2. Budget Augmentation Request	\$642,000
3. Revised Project Budget	\$4,009,810
4. Amount of Construction Contract	\$1,254,050
5. Construction Contract Time	120 Days from Notice To Proceed to Substantial Completion
6. Payment Terms	Percentage of completion progress payments. Net 30.
7. Budgeted	Yes

Recommendation

SVH Administration requests that the Finance Committee make a recommendation to the SVH Board of Directors to approve (i) increase to the approved budget in the amount of \$642,000 and (ii) award of construction contract to SSB Construction in the amount of \$1,254,050.

Finance Committee Board Paper

Agenda Item: **Consider Recommendation for Board Approval of Commercial Purchase Agreement and Joint Escrow Instructions between Salinas Valley Memorial Healthcare System and M 2 S Inc, an Alaska Corporation, for the Purchase of 1188 Padre Drive, Salinas, California and Approval of Resolution 2026-02 Authorizing Purchase of Real Property**

Executive Sponsor: Clement Miller, Chief Operations Officer
Brad McCoy, Vice President of Construction, Real Estate & Facilities

Date: April 23, 2026

Executive Summary

The Salinas Valley Health (SVH) Leadership Team has been in negotiations with M 2 S, Inc. (M2S) for several months and has reached agreement with the building ownership to purchase the property located at 1188 Padre Drive, Salinas, California. The building consists of 33,780 square feet of gross space sited on a .91 acre parcel with a partial sub terranean parking garage. Approximately 27,826 square feet is net rentable/useable space. There is currently nearly 6,798 square feet of vacant space in the building that Salinas Valley Health plans to occupy for specific initiatives of the District with all remaining leases in the building terminating around mid-2027. Once the current tenant leases expire, SVH will occupy the remaining suites with District departments that will allow SVH to facilitate its overall master plan.

The District’s broker, Greg Findley of Cushman & Wakefield, Administration, and Legal Counsel have reviewed due diligence documentation, including active leases and property inspection reports. Having completed this review, Administration recommends that the District proceed with the Closing of Escrow.

Timeline

- September 2025: SVH begins discussions with owner regarding an Off market direct sale to SVH.
- January 2, 2026: SVH receives Independent Appraisal Report and begins negotiations with M2S.
- February 9, 2026: SVH and M2S Agrees to terms of Purchase Agreement and Joint Escrow Instructions and SVH begins review of due diligence documentation.
- April 23, 2026 SVH Administration requests SVH Board approval to complete purchase of property.

Meeting our Mission, Vision, Goals

Strategic Plan Alignment

The purchase of this building serves as a key initial step for the new Emergency Department Hospital Expansion project. The on-campus ED Expansion project will require additional parking to facilitate the planned expansion which requires several existing buildings near the hospital to be demolished and converted into surface parking. The users currently located in the to-be-demolished buildings will, for the most part, be relocated to the new location on Padre Drive. Additionally, the acquisition of this building will facilitate the relocation of various administrative and support units from existing leases that located throughout the Salinas area into a consolidated location thereby increasing operational efficiencies and creating savings in lease expenses over the long-term, promoting cost efficiencies.

Pillar/Goal Alignment

- Service
 People
 Quality
 Finance
 Growth
 Community

Financial/Quality/Safety/Regulatory Implications

The purchase price for the Padre Drive property has been negotiated in the amount of **eight million fifty thousand dollars (\$8,050,000.00)** which is supported by an independent appraisal to be fair market value and commercially reasonable.

Recommendation

SVMH Administration requests that the Finance Committee make a recommendation to the SVH Board of Directors for (i) approval of Commercial Purchase Agreement and Joint Escrow Instructions between Salinas Valley Memorial Healthcare System and M 2 S Inc, an Alaska Corporation, for the Purchase of 1188 Padre Drive, Salinas, California and (ii) approval of Resolution 2026-02 Approving Purchase of 1188 Padre Drive, Salinas, California and (Authorizing the SVH President/CEO to Execute the Purchase Documents.

Attachments

- Commercial Purchase Agreement and Joint Escrow Instructions
- Resolution No. 2026-02 Approving the Purchase of 1188 Padre Drive, Salinas, California and Authorizing the President/CEO to Execute the Purchase Documents



DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(As required by the Civil Code) (C.A.R. Form AD, Revised 12/24)

(If checked) This form is being provided in connection with a transaction for a leasehold interest exceeding one year as per Civil Code §§ 2079.13(j), (k), and (l).

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A Fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

BUYER'S AGENT

A Buyer's agent can, with a Buyer's consent, agree to act as agent for the Buyer only. This includes a Buyer's agent under a buyer-broker representation agreement with the Buyer. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller.

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more salespersons and broker associates, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

- (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer. (b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered.

SELLER AND BUYER RESPONSIBILITIES

Either the purchase agreement or a separate document will contain a confirmation of which agent is representing you and whether that agent is representing you exclusively in the transaction or acting as a dual agent. Please pay attention to that confirmation to make sure it accurately reflects your understanding of your agent's role.

The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect their own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction.

If you are a Buyer, you have the duty to exercise reasonable care to protect yourself, including as to those facts about the property which are known to you or within your diligent attention and observation.

Both Sellers and Buyers should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. This disclosure form includes the provisions of §§ 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully.

Note: Real estate broker commissions are not set by law and are fully negotiable.

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE SECOND PAGE.

[X] Buyer [] Seller [] Landlord [] Tenant Date 2/9/2026

Agent Cushman & Wakefield U.S., Inc. DRE Lic. # 01880493

By Greg Findley Greg Findley DRE Lic. # 01170543 Date 02/10/2026

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DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (AD PAGE 1 OF 2)

CIVIL §§ 2079.13 - 2079.24 (2079.16 APPEARS ON THE FRONT)

2079.13. As used in this section and §§ 2079.7 and 2079.14 to 2079.24, inclusive, the following terms have the following meanings:

(a) "Agent" means a person acting under provisions of Title 9 (commencing with § 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with § 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. The agent in the real property transaction bears responsibility for that agent's salespersons or broker associates who perform as agents of the agent. When a salesperson or broker associate owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the salesperson or broker associate functions. (b) "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes a vendee or lessee of real property. (c) "Commercial real property" means all real property in the state, except (1) single-family residential real property, (2) dwelling units made subject to Chapter 2 (commencing with § 1940) of Title 5, (3) a mobilehome, as defined in § 798.3, (4) vacant land, or (5) a recreational vehicle, as defined in § 799.29. (d) "Dual agent" means an agent acting, either directly or through a salesperson or broker associate, as agent for both the seller and the buyer in a real property transaction. (e) "Listing agreement" means a written contract between a seller of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer, including rendering other services for which a real estate license is required to the seller pursuant to the terms of the agreement. (f) "Seller's agent" means a person who has obtained a listing of real property to act as an agent for compensation. (g) "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the seller's agent. (h) "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. (i) "Offer to purchase" means a written contract executed by a buyer acting through a buyer's agent that becomes the contract for the sale of the real property upon acceptance by the seller. (j) "Real property" means any estate specified by subdivision (1) or (2) of § 761 in property, and includes (1) single-family residential property, (2) multiunit residential property with more than four dwelling units, (3) commercial real property, (4) vacant land, (5) a ground lease coupled with improvements, or (6) a manufactured home as defined in § 18007 of the Health and Safety Code, or a mobilehome as defined in § 18008 of the Health and Safety Code, when offered for sale or sold through an agent pursuant to the authority contained in § 10131.6 of the Business and Professions Code. (k) "Real property transaction" means a transaction for the sale of real property in which an agent is retained by a buyer, seller, or both a buyer and seller to act in that transaction, and includes a listing or an offer to purchase. (l) "Single-family residential property" or "single-family residential real property" means any of the following: (1) Real property improved with one to four dwelling units, including a leasehold exceeding one year's duration. (2) A unit in a residential stock cooperative, condominium, or planned unit development. (3) A mobilehome or manufactured home when offered for sale or sold through a real estate broker pursuant to § 10131.6 of the Business and Professions Code. (m) "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of § 2985, and transactions for the creation of a leasehold exceeding one year's duration. (n) "Seller" means the transferor in a real property transaction and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor of real property. (o) "Buyer's agent" means an agent who represents a buyer in a real property transaction. (p) "Buyer-broker representation agreement" means a written contract between a buyer of real property and a buyer's agent by which the buyer's agent has been authorized by the buyer to provide services set forth in subdivision (a) of § 10131 of the Business and Professions Code for or on behalf of the buyer for which a real estate license is required pursuant to the terms of the contract.

2079.14. (a) A copy of the disclosure form specified in § 2079.16 shall be provided in a real property transaction as follows: (1) The seller's agent, if any, shall provide the disclosure form to the seller before entering into a listing agreement. (2) The buyer's agent shall provide the disclosure to the buyer as soon as practicable before the execution of a buyer-broker representation agreement and execution of the buyer's offer to purchase. If the offer to purchase is not prepared by the buyer's agent, the buyer's agent shall present the disclosure form to the buyer not later than the next business day after receiving the offer to purchase from the buyer. (b) The agent providing the disclosure form specified in § 2079.16 shall obtain a signed acknowledgment of receipt from the buyer or seller except as provided in § 2079.15.

2079.15. In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to § 2079.14, the agent shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.16 Reproduced on Page 1 of this AD form.

2079.17(a) As soon as practicable, the buyer's agent shall disclose to the buyer and seller whether the agent is acting in the real property transaction as the buyer's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the buyer's agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. (b) As soon as practicable, the seller's agent shall disclose to the seller whether the seller's agent is acting in the real property transaction as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the seller's agent prior to or coincident with the execution of that contract by the seller. (c) The confirmation required by subdivisions (a) and (b) shall be in the following form:

Seller's Brokerage Firm	DO NOT COMPLETE. SAMPLE ONLY	License Number _____
Is the broker of (check one): <input type="checkbox"/> the seller; or <input type="checkbox"/> both the buyer and seller. (dual agent)		
Seller's Agent	DO NOT COMPLETE. SAMPLE ONLY	License Number _____
Is (check one): <input type="checkbox"/> the Seller's Agent. (salesperson or broker associate) <input type="checkbox"/> both the Buyer's and Seller's Agent. (dual agent)		
Buyer's Brokerage Firm	DO NOT COMPLETE. SAMPLE ONLY	License Number _____
Is the broker of (check one): <input type="checkbox"/> the buyer; or <input type="checkbox"/> both the buyer and seller. (dual agent)		
Buyer's Agent	DO NOT COMPLETE. SAMPLE ONLY	License Number _____
Is (check one): <input type="checkbox"/> the Buyer's Agent. (salesperson or broker associate) <input type="checkbox"/> both the Buyer's and Seller's Agent. (dual agent)		

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by § 2079.14. An agent's duty to provide disclosure and confirmation of representation in this section may be performed by a real estate salesperson or broker associate affiliated with that broker.

2079.18 (Repealed pursuant to AB-1289)

2079.19 The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20 Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of § 2079.14 and § 2079.17 are complied with.

2079.21 (a) A dual agent may not, without the express permission of the seller, disclose to the buyer any confidential information obtained from the seller.

(b) A dual agent may not, without the express permission of the buyer, disclose to the seller any confidential information obtained from the buyer. (c) "Confidential information" means facts relating to the client's financial position, motivations, bargaining position, or other personal information that may impact price, such as the seller is willing to accept a price less than the listing price or the buyer is willing to pay a price greater than the price offered. (d) This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22 Nothing in this article precludes a seller's agent from also being a buyer's agent. If a seller or buyer in a transaction chooses to not be represented by an agent, that does not, of itself, make that agent a dual agent.

2079.23 (a) A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship. (b) A lender or an auction company retained by a lender to control aspects of a transaction of real property subject to this part, including validating the sales price, shall not require, as a condition of receiving the lender's approval of the transaction, the homeowner or listing agent to defend or indemnify the lender or auction company from any liability alleged to result from the actions of the lender or auction company. Any clause, provision, covenant, or agreement purporting to impose an obligation to defend or indemnify a lender or an auction company in violation of this subdivision is against public policy, void, and unenforceable.

2079.24 Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

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AD REVISED 12/24 (PAGE 2 OF 2)



DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (AD PAGE 2 OF 2)

Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com 1188 Padre Drive,



COMMERCIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

(C.A.R. Form CPA, Revised 12/25)

Date Prepared: February 9, 2026

1. OFFER:

- A. THIS IS AN OFFER FROM See Text Overflow Addendum (C.A.R. Form TOA) paragraph 1 ("Buyer").
 Individual(s), A Corporation, A Partnership, An LLC, Other _____.
- B. THE PROPERTY to be acquired is 1188 Padre Drive, Salinas, CA, situated
 in Salinas (City), Monterey (County), California, 93901 (Zip Code),
 Assessor's Parcel No(s). 002-586-003 ("Property").
 (Postal/Mailing address may be different from city jurisdiction. Buyer is advised to investigate.)
- C. THE TERMS OF THE PURCHASE ARE SPECIFIED BELOW AND ON THE FOLLOWING PAGES.
- D. Buyer and Seller are referred to herein as the "Parties." Brokers and Agents are not Parties to this Agreement.

2. AGENCY:

- A. **DISCLOSURE:** The Parties each acknowledge receipt of a "Disclosure Regarding Real Estate Agency Relationship" (C.A.R. Form AD) if represented by a real estate licensee. Buyer's Agent is not legally required to give to Seller's Agent the AD form Signed by Buyer. Seller's Agent is not legally obligated to give to Buyer's Agent the AD form Signed by Seller.
- B. **CONFIRMATION:** The following agency relationships are hereby confirmed for this transaction.
- Seller's Brokerage Firm** Cushman & Wakefield U.S., Inc. License Number 01880493
 Is the broker of (check one): the Seller; or both the Buyer and Seller (Dual Agent).
Seller's Agent Greg Findley License Number 01170453
 Is (check one): the Seller's Agent (Salesperson or broker associate); or both the Buyer's and Seller's Agent (Dual Agent).
- Buyer's Brokerage Firm** Cushman & Wakefield U.S., Inc. License Number 01880493
 Is the broker of (check one): the Buyer; or both the Buyer and Seller (Dual Agent).
Buyer's Agent Greg Findley License Number 01170543
 Is (check one): the Buyer's Agent (Salesperson or broker associate); or both the Buyer's and Seller's Agent (Dual Agent).
- C. More than one Brokerage represents Seller, Buyer. See, Additional Broker Acknowledgement (C.A.R. Form ABA).
- D. **POTENTIALLY COMPETING BUYERS AND SELLERS:** The Parties each acknowledge receipt of a "Possible Representation of More than One Buyer or Seller - Disclosure and Consent" (C.A.R. Form PRBS).

3. TERMS OF PURCHASE AND ALLOCATION OF COSTS: The items in this paragraph are contractual terms of the Agreement. Referenced paragraphs provide further explanation. This form is 17 pages. The Parties are advised to read all 17 pages.

Para #	Paragraph Title or Contract Term	Terms and Conditions	Additional Terms
A	5, 5B (cash) Purchase Price	\$ <u>8,050,000.00</u>	<input checked="" type="checkbox"/> All Cash
B	Close Of Escrow (COE)	<input checked="" type="checkbox"/> <u>75</u> Days after Acceptance OR <input type="checkbox"/> on _____ (date)	
C	39A Expiration of Offer	3 calendar days after all Buyer Signature(s) or (date) at 5PM or <input type="checkbox"/> AM <input type="checkbox"/> PM	
D(1)	5A(1) Initial Deposit Amount	\$ <u>250,000.00</u> (<u>3.11</u> % of purchase price) (% number above is for calculation purposes and is not a contractual term)	within 3 (or _____) business days after Acceptance by wire transfer OR <input type="checkbox"/>
D(2)	5A(2) <input type="checkbox"/> Increased Deposit	See attached Increased Deposit Addendum (C.A.R. Form IDA)	
E(1)	5C(1) Loan Amount(s): First Interest Rate Points	\$ _____ (_____ % of purchase price) Fixed rate or <input type="checkbox"/> Initial adjustable rate, • not to exceed _____ % • Buyer to pay up to _____ points to obtain rate above	Conventional or, if checked, <input type="checkbox"/> Seller Financing <input type="checkbox"/> Assumed Financing <input type="checkbox"/> Subject To Financing <input type="checkbox"/> Other: _____
E(2)	5C(2) Additional Financed Amount Interest Rate Points	\$ _____ (_____ % of purchase price) Fixed rate or <input type="checkbox"/> Initial adjustable rate • not to exceed _____ % • Buyer to pay up to _____ points to obtain rate above	Conventional or, if checked, <input type="checkbox"/> Seller Financing <input type="checkbox"/> Assumed Financing <input type="checkbox"/> Subject To Financing <input type="checkbox"/> Other: _____
E(3)	7A Occupancy Type	Investment OR <input type="checkbox"/>	
F	5D Balance of Down Payment	\$ <u>7,800,000.00</u>	
		PURCHASE PRICE TOTAL	\$ <u>8,050,000.00</u>
G SELLER PAYMENT TO COVER BUYER EXPENSES AND COSTS			
G(1)	5E <input type="checkbox"/> Seller Credit to Buyer	\$ _____	For closing costs
G(2)	ADDITIONAL SELLER CREDIT TERMS (does not include buyer broker compensation): <u>None</u>		



G(3)	21A	<input type="checkbox"/> Seller Payment for Buyer's Obligation to compensate Buyer's Broker	Seller agrees to pay to Buyer's Broker, out of the transaction proceeds, _____ % of the final purchase price AND, if applicable \$ _____ OR, if checked <input type="checkbox"/> \$ _____.	
H(1)	5B	Verification of All Cash (sufficient funds)	Attached to the offer or <input type="checkbox"/> 3 (or _____) Days after Acceptance	
H(2)	6A	Verification of Down Payment and Closing Costs	Attached to the offer or <input type="checkbox"/> 3 (or _____) Days after Acceptance	
H(3)	6B	Verification of Loan Application	Attached to the offer or <input type="checkbox"/> 3 (or _____) Days after Acceptance	
I Intentionally Left Blank				
J	19	Final Verification of Condition	5 (or _____) Days prior to COE	
K	26	Assignment Request	17 (or _____) Days after Acceptance	
L		CONTINGENCIES	TIME TO REMOVE CONTINGENCIES	CONTINGENCY REMOVED
L(1)	8A	Loan(s)	17 (or _____) Days after Acceptance	<input checked="" type="checkbox"/> No loan contingency
L(2)	8B	Appraisal: Appraisal contingency based upon appraised value at a minimum of purchase price or <input type="checkbox"/> \$ _____	17 (or _____) Days after Acceptance	<input checked="" type="checkbox"/> No appraisal contingency Removal of appraisal contingency does not eliminate appraisal cancellation rights in FVAC.
L(3)	8C, 15	Investigation of Property	17 (or <u>60</u>) Days after Acceptance	REMOVAL OR WAIVER OF CONTINGENCY: Any contingency in L(1)-L(8) may be removed or waived by checking the applicable box above or attaching a Contingency Removal (C.A.R. Form CR-B) and checking the applicable box therein. Removal or Waiver at time of offer is against Agent advice. See paragraph 8l. <input type="checkbox"/> CR attached
		Informational Access to Property	17 (or <u>60</u>) Days after Acceptance	
		Buyer's right to access the Property for informational purposes only is NOT a contingency and does NOT create additional cancellation rights for Buyer.		
L(4)	8D	Insurance	17 (or <u>60</u>) Days after Acceptance	
L(5)	8E, 17A	Review of Seller Documents	17 (or <u>60</u>) Days after Acceptance, or 5 Days after Delivery, whichever is later	
L(6)	8F, 16A	Preliminary ("Title") Report	17 (or <u>60</u>) Days after Acceptance, or 5 Days after Delivery, whichever is later	
L(7)	8G, 11D	Common Interest Disclosures Per by Civil Code § 4525 or this Agreement	17 (or <u>60</u>) Days after Acceptance, or 5 Days after Delivery, whichever is later	
L(8)	8H, 9B(6)	Review of leased or liened items (E.g. solar panels or propane tanks)	17 (or <u>60</u>) Days after Acceptance, or 5 Days after Delivery, whichever is later	
L(9)	8K	Sale of Buyer's Property Sale of Buyer's property is not a contingency, UNLESS checked here: <input type="checkbox"/> C.A.R. Form COP attached		
M		Possession	Time for Performance	Additional Terms
M(1)		Vacant Units; Tenant Occupied Units being delivered subject to tenant rights	Upon notice of recordation On COE date	<input type="checkbox"/> Tenant Occupied Unit(s) to be delivered vacant (#s _____)
M(2)	7D	Seller Occupied Units to be delivered vacant	Upon Notice or recordation, OR <input type="checkbox"/> 6 PM or <input type="checkbox"/> AM/ <input type="checkbox"/> PM COE date or, if checked below, <input type="checkbox"/> _____ days after COE (29 or fewer days) <input type="checkbox"/> _____ days after COE (30 or more days)	C.A.R. Form SIP attached if 29 or fewer days. C.A.R. Form CL attached if 30 or more days.
N		Documents/Fees/Compliance	Time for Performance	
N(1)	17A	Seller Delivery of Documents	7 (or <u>10</u>) Days after Acceptance	
N(2)	22B	Sign and return Escrow Holder General Provisions, Supplemental Instructions	5 (or _____) Days after Delivery	
N(3)	11D(2)	Time to pay fees for ordering HOA Documents	3 (or _____) Days after Acceptance	
N(4)	10B(1)	Install smoke alarm(s), CO detector(s), water heater bracing	7 (or _____) Days after Acceptance	
N(5)	31	Evidence of representative authority	3 Days after Acceptance	
O Intentionally Left Blank				
P Items Included and Excluded				
P(1)	9	Items Included - All items specified in Paragraph 9B are included and the following, if checked:		
		<input type="checkbox"/> _____	<input type="checkbox"/> _____	<input type="checkbox"/> _____
P(2)	9	Excluded Items:		
		<input type="checkbox"/> _____	<input type="checkbox"/> _____	<input type="checkbox"/> _____



Q Allocation of Costs					
Q	Para #	Item Description	Who Pays (if Both is checked, cost to be split equally unless Otherwise Agreed)	Additional Terms	
Q(1)	10A	Natural Hazard Zone Disclosure Report, including tax information	<input type="checkbox"/> Buyer <input checked="" type="checkbox"/> Seller <input type="checkbox"/> Both _____ _____ <input type="checkbox"/> Provided by: Seller Choice	<input type="checkbox"/> Environmental <input type="checkbox"/> Other _____	
Q(2)	15B(1)(D)	Environmental Survey	<input checked="" type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____		
Q(3)		_____ Report	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____		
Q(4)		_____ Report	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____		
Q(5)	10B(1)	Smoke alarms, CO detectors, water heater bracing	<input checked="" type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____		
Q(6)	10A, 10B(2)	Government Required Point of Sale inspections, reports	<input checked="" type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____		
Q(7)	10B(2)	Government Required Point of Sale corrective/remedial actions	<input checked="" type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____		
Q(8)	22B	Escrow Fees	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input checked="" type="checkbox"/> Both 50/50 <input type="checkbox"/> Each to pay their own fees		Escrow Holder: Chicago Title Company, Salinas, CA
Q(9)	16	Owner's title insurance policy	<input type="checkbox"/> Buyer <input checked="" type="checkbox"/> Seller <input type="checkbox"/> Both _____		Title Company (If different from Escrow Holder): _____
Q(10)		Buyer's Lender title insurance policy	Buyer		Unless Otherwise Agreed, Buyer shall purchase any title insurance policy insuring Buyer's lender.
Q(11)		County transfer tax, fees	<input type="checkbox"/> Buyer <input checked="" type="checkbox"/> Seller <input type="checkbox"/> Both _____		
Q(12)		City transfer tax, fees	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____		
Q(13)	11D(2)	HOA fee for preparing disclosures	Seller		
Q(14)		HOA certification fee	Buyer		
Q(15)		HOA transfer fees	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	Unless Otherwise Agreed, Seller shall pay for separate HOA move-out fee and Buyer shall pay for separate move-in fee. Applies if separately billed or itemized with cost in transfer fee.	
Q(16)		Private transfer fees	Seller, or if checked, <input type="checkbox"/> Buyer <input type="checkbox"/> Both _____		
Q(17)	10B(4)	Installation of safety features, required by law	<input checked="" type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____		
Q(18)		_____ fees or costs	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____		
R	12	Additional Tenancy Documents: <input checked="" type="checkbox"/> Income and Expense Statements <input checked="" type="checkbox"/> Tenant Estoppel Certificate			
S	OTHER TERMS: _____ _____				

4. PROPERTY ADDENDA AND ADVISORIES: (check all that apply)

A. PROPERTY TYPE ADDENDA: This Agreement is subject to the terms contained in the Addenda checked below:

- Probate Agreement Purchase Addendum (C.A.R. Form PA-PA) Residential Units Purchase Addendum (RU-PA)
- Other _____

B. OTHER ADDENDA: This Agreement is subject to the terms contained in the Addenda checked below:

- Addendum # 1 (C.A.R. Form ADM) Assumed Financing Addendum (C.A.R. Form AFA)
- Back Up Offer Addendum (C.A.R. Form BUO) Short Sale Addendum (C.A.R. Form SSA)
- Court Confirmation Addendum (C.A.R. Form CCA) Seller Intent to Exchange Addendum (C.A.R. Form SXA)
- Septic, Well, Property Monument and Propane Addendum (C.A.R. Form SWPI)
- Buyer Intent to Exchange Addendum (C.A.R. Form BXA)
- Other _____

C. BUYER AND SELLER ADVISORIES: (Note: All Advisories below are provided for reference purposes only and are not intended to be incorporated into this Agreement.)

- Buyer's Investigation Advisory (C.A.R. Form BIA) Fair Housing and Discrimination Advisory (C.A.R. Form FHDA)
- Wire Fraud Advisory (C.A.R. Form WFA) Cal. Consumer Privacy Act Advisory (C.A.R. Form CCPA)
- (Parties may also receive a privacy disclosure from their own Agent.)
- Wildfire Disaster Advisory (C.A.R. Form WFDA) Statewide Buyer and Seller Advisory (C.A.R. Form SBSA)
- Trust Advisory (C.A.R. Form TA) Probate Advisory (C.A.R. Form PA)
- REO Advisory (C.A.R. Form REO) Other: _____
- Other: _____



5. ADDITIONAL TERMS AFFECTING PURCHASE PRICE: Buyer represents that funds will be good when deposited with Escrow Holder.

A. DEPOSIT:

- (1) **INITIAL DEPOSIT:** Buyer shall deliver deposit directly to Escrow Holder. If a method other than wire transfer is specified in paragraph 3D(1) and such method is unacceptable to Escrow Holder, then upon notice from Escrow Holder, delivery shall be by wire transfer.
- (2) **RETENTION OF DEPOSIT:** Paragraph 36, if initialed by all Parties or otherwise incorporated into this Agreement, specifies a remedy for Buyer's default. Buyer and Seller are advised to consult with a qualified California real estate attorney: (i) Before adding any other clause specifying a remedy (such as release or forfeiture of deposit or making a deposit non-refundable) for failure of Buyer to complete the purchase. Any such clause shall be deemed invalid unless the clause independently satisfies the statutory liquidated damages requirements set forth in the Civil Code; and (ii) Regarding possible liability and remedies if Buyer fails to deliver the deposit.

B. ALL CASH OFFER: If an all cash offer is specified in paragraph 3A, no loan is needed to purchase the Property. This Agreement is NOT contingent on Buyer obtaining a loan. Buyer shall, within the time specified in paragraph 3H(1), Deliver written verification of funds sufficient for the purchase price and closing costs.

C. LOAN(S):

- (1) **FIRST LOAN:** This loan will provide for conventional financing UNLESS Seller Financing (C.A.R. Form SFA), Subject To Financing, Assumed Financing, or Other is checked in paragraph 3E(1).
- (2) **ADDITIONAL FINANCED AMOUNT:** If an additional financed amount is specified in paragraph 3E(2), that amount will provide for conventional financing UNLESS Seller Financing (C.A.R. Form SFA), Subject To Financing, Assumed Financing, or Other is checked in paragraph 3E(2).
- (3) **BUYER'S LOAN STATUS:** Buyer authorizes Seller and Seller's Authorized Agent to contact Buyer's lender(s) to determine the status of any Buyer's loan specified in paragraph 3E, or any alternate loan Buyer pursues, whether or not a contingency of this Agreement. If the contact information for Buyer's lender(s) is different from that provided under the terms of paragraph 6B, Buyer shall Deliver the updated contact information within 1 Day of Seller's request.
- (4) **ASSUMED OR SUBJECT TO FINANCING:** Seller represents that Seller is not delinquent on any payments due on any loans. If the Property is acquired subject to an existing loan, Buyer and Seller are advised to consult with legal counsel regarding the ability of an existing lender to call the loan due, and the consequences thereof.
- (5) Buyer shall, within the time specified in paragraph 3E(1), Deliver to Seller written notice (C.A.R. Form RR or AEA) (i) of any lender requirements that Buyer requests Seller to pay for or otherwise correct or (ii) that there are no lender requirements.

D. BALANCE OF PURCHASE PRICE (DOWN PAYMENT, paragraph 3F) (including all-cash funds) to be deposited with Escrow Holder pursuant to Escrow Holder instructions.

E. LIMITS ON CREDITS TO BUYER: Any credit to Buyer as specified in paragraph 3G(1) or Otherwise Agreed, from any source, for closing or other costs that is agreed to by the Parties ("Contractual Credit") shall be disclosed to Buyer's lender, if any, and made at Close Of Escrow. If the total credit allowed by Buyer's lender ("Lender Allowable Credit") is less than the Contractual Credit, then (i) the Contractual Credit from Seller shall be reduced to the Lender Allowable Credit, and (ii) in the absence of a separate written agreement between the Parties, there shall be no automatic adjustment to the purchase price to make up for the difference between the Contractual Credit and the Lender Allowable Credit.

6. ADDITIONAL FINANCING TERMS:

- A. VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS:** Written verification of Buyer's down payment and closing costs, within the time specified in paragraph 3H(2) may be made by Buyer or Buyer's lender or loan broker pursuant to paragraph 6B.
- B. VERIFICATION OF LOAN APPLICATIONS:** Buyer shall Deliver to Seller, within the time specified in paragraph 3H(3) a letter from Buyer's lender or loan broker stating that, based on a review of Buyer's written application and credit report, Buyer is prequalified or preapproved for any NEW loan specified in paragraph 3E. If any loan specified in paragraph 3E is an adjustable rate loan, the prequalification or preapproval letter shall be based on the qualifying rate, not the initial loan rate.
- C. BUYER STATED FINANCING:** Seller is relying on Buyer's representation of the type of financing specified (including, but not limited to, as applicable, all cash, amount of down payment, or contingent or non-contingent loan). Seller has agreed to a specific closing date, purchase price, and to sell to Buyer in reliance on Buyer's specified financing. Buyer shall pursue the financing specified in this Agreement, even if Buyer also elects to pursue an alternative form of financing. Seller has no obligation to cooperate with Buyer's efforts to obtain any financing other than that specified in this Agreement but shall not interfere with closing at the purchase price on the COE date (paragraph 3B) even if based upon alternate financing. Buyer's inability to obtain alternate financing does not excuse Buyer from the obligation to purchase the Property and close escrow as specified in this Agreement.

7. CLOSING AND POSSESSION:

- A. OCCUPANCY:** Buyer intends to occupy the Property as indicated in paragraph 3E(3). Occupancy may impact available financing.
- B. CONDITION OF PROPERTY ON CLOSING:** Unless Otherwise Agreed: (i) the Property shall be delivered "As-Is" in its PRESENT physical condition as of the date of Acceptance; (ii) the Property, including pool, spa, landscaping and grounds, is to be maintained in substantially the same condition as on the date of Acceptance; (iii) Except as specified in paragraph 9C, Seller is not responsible to repair any holes left after the removal of any wall hangings (such as pictures and mirrors), brackets, nails or other fastening devices; and (iv) all debris and personal property not included in the sale shall be removed by Close Of Escrow or at the time possession is delivered to Buyer, if not on the same date. If items are not removed when possession is delivered to Buyer, all items shall be deemed abandoned. Buyer, after first Delivering to Seller written notice to remove the items within 3 Days, may pay to have such items removed or disposed of and may bring Legal Action, as per this Agreement, to receive reasonable costs from Seller.
- C. Buyer is strongly advised to conduct investigations of the entire Property in order to determine its present condition. Seller and Agents may not be aware of all defects affecting the Property or other factors that Buyer considers important. Property improvements may not be built according to code, in compliance with current Law, or have had all required permits issued and/or finalized.**
- D. SELLER REMAINING IN POSSESSION AFTER CLOSE OF ESCROW:** If Seller has the right to remain in possession after Close Of Escrow pursuant to paragraph 3M(2) or as Otherwise Agreed, (i) the Parties are advised to consult with their insurance and legal advisors for information about liability and damage or injury to persons and personal and real property; (ii) Buyer is advised to consult with Buyer's lender about the impact of Seller's occupancy on Buyer's loan; and (iii) consult with a qualified California real estate attorney where the Property is located to determine the ongoing rights and responsibilities of both Buyer and Seller with regard to each other, including possible tenant rights, and what type of written agreement to use to document the relationship between the Parties.
- E. At Close Of Escrow:** (i) Seller assigns to Buyer any assignable warranty rights for items included in the sale; and (ii) Seller shall Deliver to Buyer available Copies of any such warranties. Agents cannot and will not determine the assignability of any warranties.



- F. Seller shall, on Close Of Escrow unless Otherwise Agreed and even if Seller remains in possession, provide keys, passwords, codes and/or means to operate all locks, mailboxes, security systems, alarms, home automation systems, intranet and Internet-connected devices included in the purchase price, garage door openers, and all items included in either **paragraph 3P** or **paragraph 9**. If the Property is a condominium or located in a common interest development, Seller shall be responsible for securing or providing any such items for Association amenities, facilities, and access. Buyer may be required to pay a deposit to the Owners' Association ("HOA") to obtain keys and accessible HOA facilities.
8. **CONTINGENCIES AND REMOVAL OF CONTINGENCIES:**
- A. **LOAN(S):**
- (1) This Agreement is, **unless otherwise specified in paragraph 3L(1) or an attached CR form**, contingent upon Buyer obtaining the loan(s) specified. If contingent, Buyer shall act diligently and in good faith to obtain the designated loan(s). **If there is no appraisal contingency or the appraisal contingency has been waived or removed, then failure of the Property to appraise at the purchase price does not entitle Buyer to exercise the cancellation right pursuant to the loan contingency if Buyer is otherwise qualified for the specified loan and Buyer is able to satisfy lender's non-appraisal conditions for closing the loan.**
 - (2) Buyer is advised to investigate the insurability of the Property as early as possible, as this may be a requirement for lending. Buyer's ability to obtain insurance for the Property, including fire insurance, is part of Buyer's Insurance contingency. Failure of Buyer to obtain insurance may justify cancellation based on the Insurance contingency but not the loan contingency.
 - (3) Buyer's contractual obligations regarding deposit, balance of down payment and closing costs **are not contingencies** of this Agreement, unless Otherwise Agreed.
 - (4) If there is an appraisal contingency, removal of the loan contingency shall not be deemed removal of the appraisal contingency.
 - (5) **NO LOAN CONTINGENCY:** If "No loan contingency" is checked in **paragraph 3L(1)**, obtaining any loan specified is NOT a contingency of this Agreement. If Buyer does not obtain the loan specified, and as a result is unable to purchase the Property, Seller may be entitled to Buyer's deposit or other legal remedies.
- B. **APPRAISAL:**
- (1) This Agreement is, **unless otherwise specified in paragraph 3L(2) or an attached CR form**, contingent upon a written appraisal of the Property by a licensed or certified appraiser at no less than the amount specified in **paragraph 3L(2)**, without requiring repairs or improvements to the Property. Appraisals are often a reliable source to verify square footage of the subject Property. However, the ability to cancel based on the measurements provided in an appraisal falls within the Investigation of Property contingency. The appraisal contingency is solely limited to the value determined by the appraisal. For any cancellation based upon this appraisal contingency, Buyer shall Deliver a Copy of the written appraisal to Seller, upon request by Seller.
 - (2) **NO APPRAISAL CONTINGENCY:** If "No appraisal contingency" is checked in **paragraph 3L(2)**, then Buyer may not use the loan contingency specified in **paragraph 3L(1)** to cancel this Agreement if the sole reason for not obtaining the loan is that the appraisal relied upon by Buyer's lender values the property at an amount less than that specified in **paragraph 3L(2)**. If Buyer is unable to obtain the loan specified solely for this reason, Seller may be entitled to Buyer's deposit or other legal remedies.
 - (3) **FAIR APPRAISAL ACT NOTICE:**
 - (A) Any appraisal of the property is required to be unbiased, objective, and not influenced by improper or illegal considerations, including, but not limited to, any of the following: race, color, religion (including religious dress, grooming practices, or both), gender (including, but not limited to, pregnancy, childbirth, breastfeeding, and related conditions, and gender identity and gender expression), sexual orientation, marital status, medical condition, military or veteran status, national origin (including language use and possession of a driver's license issued to persons unable to provide their presence in the United States is authorized under federal law), source of income, ancestry, disability (mental and physical, including, but not limited to, HIV/AIDS status, cancer diagnosis, and genetic characteristics), genetic information, or age.
 - (B) If a buyer or seller believes that the appraisal has been influenced by any of the above factors, the seller or buyer can report this information to the lender or mortgage broker that retained the appraiser and may also file a complaint with the Bureau of Real Estate Appraisers at <https://www2.brea.ca.gov/complaint/> or call (916) 552-9000 for further information on how to file a complaint.
- C. **INVESTIGATION OF PROPERTY:** This Agreement is, as specified in **paragraph 3L(3)**, contingent upon Buyer's acceptance of the condition of, and any other matter affecting, the Property.
- D. **INSURANCE:** This Agreement is, as specified in **paragraph 3L(4)**, contingent upon Buyer's assessment of the availability and approval of the cost for any insurance policy desired under this Agreement.
- E. **REVIEW OF SELLER DOCUMENTS:** This Agreement is, as specified in **paragraph 3L(5)**, contingent upon Buyer's review and approval of Seller's documents required in **paragraph 17A**.
- F. **TITLE:**
- (1) This Agreement is, as specified in **paragraph 3L(6)**, contingent upon Buyer's ability to obtain the title policy provided for in **paragraph 16G** and on Buyer's review of a current Preliminary Report and items that are disclosed or observable even if not on record or not specified in the Preliminary Report, and satisfying Buyer regarding the current status of title. Buyer is advised to review all underlying documents and other matters affecting title, including, but not limited to, any documents or deeds referenced in the Preliminary Report and any plotted easements.
 - (2) Buyer has **5 Days** after receipt to review a revised Preliminary Report, if any, furnished by the Title Company and cancel the transaction if the revised Preliminary Report reveals material or substantial deviations from a previously provided Preliminary Report.
- G. **CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES (IF APPLICABLE):** This Agreement is, as specified in **paragraph 3L(7)**, contingent upon Buyer's review and approval of Common Interest Disclosures required by Civil Code § 4525 and under **paragraph 11D** ("CI Disclosures").
- H. **BUYER REVIEW OF LEASED OR LIENED ITEMS CONTINGENCY (IF APPLICABLE):** Buyer's review of and ability and willingness to assume any lease, maintenance agreement or other ongoing financial obligation, or to accept the Property subject to any lien, disclosed pursuant to **paragraph 9B(6)**, is, as specified in **paragraph 3L(8)**, a contingency of this Agreement. Any assumption of the lease shall not require any financial obligation or contribution by Seller. Seller, after first Delivering a Notice to Buyer to Perform, may cancel this Agreement if Buyer, by the time specified in **paragraph 3L(8)**, refuses or is unable to enter into any necessary written agreements to accept responsibility for all obligations of Seller-disclosed leased or liened items.



- I. **REMOVAL OR WAIVER OF CONTINGENCIES WITH OFFER:** Buyer shall have no obligation to remove a contractual contingency unless Seller has provided all required documents, reports, disclosures, and information pertaining to that contingency. If Buyer does remove a contingency without first receiving all required information from Seller, Buyer is relinquishing any contractual rights that apply to that contingency. If Buyer removes or waives any contingencies without an adequate understanding of the Property's condition or Buyer's ability to purchase, Buyer is acting against the advice of Agent.
- J. **REMOVAL OF CONTINGENCY OR CANCELLATION:**
 - (1) For any contingency specified in paragraph 3L, 8, or elsewhere, Buyer shall, within the applicable period specified, remove the contingency or cancel this Agreement.
 - (2) For the contingencies for review of Seller Documents, Preliminary Report, and Condominium/Planned Development Disclosures, Buyer shall, within the time specified in paragraph 3L or 5 Days after Delivery of the applicable Seller Documents, Preliminary Report, or CI Disclosures, whichever occurs later, remove the applicable contingency in writing or cancel this Agreement.
 - (3) If Buyer does not remove a contingency within the time specified, Seller, after first giving Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), shall have the right to cancel this Agreement.
- K. **SALE OF BUYER'S PROPERTY:** This Agreement and Buyer's ability to obtain financing are NOT contingent upon the sale of any property owned by Buyer unless the Sale of Buyer's Property (C.A.R. Form COP) is checked as a contingency of this Agreement in paragraph 3L(9).
- 9. **ITEMS INCLUDED IN AND EXCLUDED FROM SALE:**
 - A. **NOTE TO BUYER AND SELLER:** Items listed as included or excluded in the Multiple Listing Service (MLS), flyers, marketing materials, or disclosures are NOT included in the purchase price or excluded from the sale unless specified in this paragraph or paragraph 3P or as Otherwise Agreed. Any items included herein are components of the Property and are not intended to affect the price. All items are transferred without Seller warranty.
 - B. **ITEMS INCLUDED IN SALE:**
 - (1) All EXISTING fixtures and fittings that are attached to the Property;
 - (2) EXISTING electrical, mechanical, lighting, plumbing and heating fixtures, ceiling fans, fireplace inserts, gas logs and grates, solar power systems, built-in appliances and appliances for which special openings or encasements have been made (whether or not included in paragraph 3P), window and door screens, awnings, shutters, window coverings (which includes blinds, curtains, drapery, shutters or any other materials that cover any portion of the window) and any associated hardware and rods, attached floor coverings, television antennas, satellite dishes, air coolers/conditioners, pool/spa equipment (including, but not limited to, any cleaning equipment such as motorized/automatic pool cleaners, pool heaters, pool nets, pool covers), garage door openers/remote controls, mailbox, in-ground landscaping, water features and fountains, water softeners, water purifiers, light bulbs (including smart bulbs) and all items specified as included in paragraph 3P, if currently existing and owned by Seller at the time of Acceptance.
Note: If Seller does not intend to include any item specified as being included above because it is not owned by Seller, whether placed on the Property by Agent, stager, tenant, or other third party, the item should be listed as being excluded in paragraph 3P(2) or excluded by Seller in a counter offer.
 - (3) Security System includes any devices, hardware, software, or control units used to monitor and secure the Property, including but not limited to, any motion detectors, door or window alarms, and any other equipment utilized for such purpose. If checked in paragraph 3P, all such items are included in the sale, whether hard wired or not.
 - (4) Home Automation (Smart Home Features) includes any electronic devices and features including, but not limited to, thermostat controls, kitchen appliances not otherwise excluded, and lighting systems, that are connected (hard wired or wirelessly) to a control unit, computer, tablet, phone, or other "smart" device. Any Smart Home devices and features that are physically affixed to the real property, and also existing light bulbs, are included in the sale. Buyer is advised to use paragraph 3P(1) or an addendum to address more directly specific items to be included. Seller is advised to use a counter offer to address more directly any items to be excluded.
 - (5) Non-Dedicated Devices: All smart home and security system control devices are included in the sale, except for any non-dedicated personal computer, tablet, or phone used to control such features. Buyer acknowledges that a separate device and access to wifi or Internet may be required to operate some smart home features and Buyer may have to obtain such device after Close Of Escrow. Seller shall de-list any devices from any personal accounts and shall cooperate with any transfer of services to Buyer. Buyer is advised to change all passwords and ensure the security of any smart home features.
 - (6) **LEASED OR LIENED ITEMS AND SYSTEMS:** Seller, within the time specified in paragraph 3N(1), shall (i) disclose to Buyer if any item or system specified in paragraph 3P or 9B or otherwise included in the sale is leased, or not owned by Seller, or is subject to any maintenance or other ongoing financial obligation, or specifically subject to a lien or other encumbrance or loan, and (ii) Deliver to Buyer all written materials (such as lease, warranty, financing, etc.) concerning any such item.
 - (7) Seller represents that all items included in the purchase price, unless Otherwise Agreed, (i) are owned by Seller and shall be transferred free and clear of liens and encumbrances, except the items and systems identified pursuant to paragraph 9B(6), and (ii) are transferred without Seller warranty regardless of value. Seller shall cooperate with the identification of any software or applications and Buyer's efforts to transfer any services needed to operate any Smart Home Features or other items included in this Agreement, including, but not limited to, utilities or security systems.
 - (8) A complete inventory of all personal property of Seller currently used in the operation of the Property and included in the purchase price shall be delivered to Buyer within the time specified in paragraph 3N(1).
 - (9) Seller shall deliver title to the personal property by Bill of Sale, free of all liens and encumbrances, and without warranty of condition.
 - (10) As additional security for any note in favor of Seller for any part of the purchase price, Buyer shall execute a UCC-1 Financing Statement to be filed with the Secretary of State, covering the personal property included in the purchase, replacement thereof, and insurance proceeds.
 - C. **ITEMS EXCLUDED FROM SALE:** Unless Otherwise Agreed, the following items are excluded from sale: (i) All items specified in paragraph 3P(2); (ii) audio and video components (such as flat screen TVs, speakers and other items) if any such item is not itself attached to the Property, even if a bracket or other mechanism attached to the component or item is attached to the Property; (iii) furniture and other items secured to the Property for earthquake or safety purposes. Unless otherwise specified in paragraph 3P(1), brackets attached to walls, floors or ceilings for any such component, furniture or item will be removed and holes or other damage shall be repaired, but not painted.



10. ALLOCATION OF COSTS:

- A. INSPECTIONS, REPORTS, TESTS, AND CERTIFICATES:** Paragraphs 3Q(1), (2), (3), and (4) only determine who is to pay for the inspection, report, test, certificate or service mentioned; **it does not determine who is to pay for any work recommended or identified in any such document. Agreements for payment of required work should be specified elsewhere in paragraph 3Q, or 3S, or in a separate agreement (such as C.A.R. Forms RR, RRRR, ADM or AEA).** Any reports in these paragraphs shall be Delivered in the time specified in Paragraph 3N(1).
- B. GOVERNMENT REQUIREMENTS AND CORRECTIVE OR REMEDIAL ACTIONS:**
 - (1) **LEGALLY REQUIRED INSTALLATIONS AND PROPERTY IMPROVEMENTS:** Any required installation of smoke alarm or carbon monoxide device(s) or securing of water heater shall be completed within the time specified in **paragraph 3N(4)** and paid by Party specified in **paragraph 3Q(5)**. If Buyer is to pay for these items, Buyer, as instructed by Escrow Holder, shall deposit funds into escrow or directly to the vendor completing the repair or installation. Prior to Close Of Escrow, Seller shall Deliver to Buyer written statement(s) of compliance in accordance with any Law, unless Seller is exempt. If Seller is to pay for these items and does not fulfill Seller's obligation in the time specified, and Buyer incurs costs to comply with lender requirements concerning those items, Seller shall be responsible for Buyer's costs.
 - (2) **POINT OF SALE REQUIREMENTS:**
 - (A) Point of sale inspections, reports and repairs refer to any such actions required to be completed before or after Close Of Escrow that are required in order to close under any Law and paid by the Party specified in **paragraphs 3Q(6)** and **3Q(7)** and any such repair, shall be completed prior to final verification of Property, unless Otherwise Agreed. If Buyer agrees to pay for any portion of such repair, Buyer, shall (i) directly pay to the vendor completing the repair or (ii) provide an invoice to Escrow Holder, deposit funds into escrow sufficient to pay for Buyer's portion of such repair and request Escrow Holder pay the vendor completing the repair.
 - (B) Buyer shall be provided, within the time specified in **paragraph 3N(1)**, unless Parties Otherwise Agree to another time period, a Copy of any required government-conducted or point-of-sale inspection report prepared pursuant to this Agreement or in anticipation of this sale of the Property.
 - (3) **REINSPECTION FEES:** If any repair in **paragraph 10B(1)** is not completed within the time specified and the lender requires an additional inspection to be made, Seller shall be responsible for any corresponding reinspection fee. If Buyer incurs costs to comply with lender requirements concerning those items, Seller shall be responsible for those costs.
 - (4) **INSTALLATION OF SAFETY FEATURES:**
 - (A) The following installations shall be completed prior to final verification of condition unless Otherwise Agreed: (i) approved fire extinguisher(s), sprinkler(s), and hose(s), if required by law; and (ii) drain cover and anti-entrapment device or system meeting the minimum requirements permitted by the U.S. Consumer Products and Safety Commission for any pool or spa.
 - (B) If Buyer is to pay for these installations, Buyer, as instructed by Escrow Holder, shall deposit funds into escrow or directly to the vendor completing the installation.
 - (5) **INFORMATION AND ADVICE ON REQUIREMENTS:** Buyer and Seller are advised to seek information from a knowledgeable source regarding local and State mandates and whether they are point of sale requirements or requirements of ownership. Agents do not have expertise in this area and cannot ascertain all of the requirements or costs of compliance.

11. SELLER DISCLOSURES

- A. WITHHOLDING TAXES:** Buyer and Seller hereby instruct Escrow Holder to withhold the applicable required amounts to comply with federal and California withholding Laws and forward such amounts to the Internal Revenue Service and Franchise Tax Board, respectively. However, no federal withholding is required if, prior to Close Of Escrow, Seller Delivers (i) to Buyer and Escrow Holder a fully completed affidavit (C.A.R. Form AS) sufficient to avoid withholding pursuant to federal withholding Law (FIRPTA); **OR** (ii) to a qualified substitute (usually a title company or an independent escrow company) a fully completed affidavit (C.A.R. Form AS) sufficient to avoid withholding pursuant to federal withholding Law **AND** the qualified substitute Delivers to Buyer and Escrow Holder an affidavit signed under penalty of perjury (C.A.R. Form QS) that the qualified substitute has received the fully completed Seller's affidavit and the Seller states that no federal withholding is required; **OR** (iii) to Buyer other documentation satisfying the requirements under Internal Revenue Code § 1445 (FIRPTA). No withholding is required under California Law if, prior to Close Of Escrow, Escrow Holder has received sufficient documentation from Seller that no withholding is required, and Buyer has been informed by Escrow Holder.
- B. NOTICE REGARDING GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES:** This notice is being provided simply to inform you that information about the general location of gas and hazardous liquid transmission pipelines is available to the public via the National Pipeline Mapping System (NPMS) Internet Web site maintained by the United States Department of Transportation at <http://www.npms.phmsa.dot.gov/>. To seek further information about possible transmission pipelines near the Property, you may contact your local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP Code and county on the NPMS Internet Website. (Neither Seller nor Agent are required to check this website. If Buyer wants further information, Agent recommends that Buyer obtain information from this website during Buyer's investigation contingency period. Agents do not have expertise in this area.)
- C. NATURAL AND ENVIRONMENTAL HAZARDS:** Seller shall, within the time specified in **paragraph 3N(1)**, if required by Law: (i) Deliver to Buyer the earthquake guide and environmental hazards booklet, and for all residential property with 1-4 units and any manufactured or mobile home built before January 1, 1960, fully complete and Deliver the Residential Earthquake Risk Disclosure Statement; and (ii) even if exempt from the obligation to provide a NHD, disclose if the Property is located in a Special Flood Hazard Area; Potential Flooding (Inundation) Area; Very High Fire Hazard Zone; State Fire Responsibility Area; Earthquake Fault Zone; Seismic Hazard Zone; and (iii) disclose any other zone as required by Law and provide any other information required for those zones.
- D. CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES:**
 - (1) Seller shall, within the time specified in **paragraph 3N(1)**, disclose to Buyer whether the Property is a condominium or is located in a planned development, other common interest development, or otherwise subject to covenants, conditions, and restrictions (C.A.R. Form CSPQ).



- (2) If the Property is a condominium or is located in a planned development or other common interest development with a HOA, Seller shall, within the time specified in **paragraph 3N(3)**, order from, and pay any required fee as specified in **paragraph 3Q(13)** for the following items to the HOA (C.A.R. Form HOA-IR) unless Seller has otherwise Delivered to Buyer the most current version of any such document: (i) Copies of any documents required by Law (C.A.R. Form HOA-RS); (ii) disclosure of any pending or anticipated claim or litigation by or against the HOA; (iii) a statement containing the location and number of designated parking and storage spaces; (iv) Copies of the most recent 12 months of HOA minutes for regular and special meetings; (v) the names and contact information of all HOAs governing the Property; (vi) pet restrictions; and (vii) smoking restrictions ("CI Disclosures"). Seller shall itemize and Deliver to Buyer all CI Disclosures received from the HOA and any CI Disclosures in Seller's possession. Seller shall, as directed by Escrow Holder, deposit funds into escrow or direct to HOA or management company to pay for any of the above.
- E. **SOLAR POWER SYSTEMS:** For properties with any solar panels or solar power systems, Seller shall, within the time specified in **paragraph 3N(1)**, Deliver to Buyer all known information about the solar panels or solar system. Seller shall use the Solar Advisory and Questionnaire (C.A.R. Form SOLAR).
- F. **WATER CONSERVING PLUMBING DEVICES:** Civil Code § 1101.5 requires all multi-family residential and commercial real property be equipped with water-conserving plumbing devices. Seller shall, within the time specified in **paragraph 3N(1)**, disclose in writing whether the property includes any noncompliant plumbing fixtures. Seller may use C.A.R. Form SPQ or ESD. See C.A.R. Form WCMD for more information.
- G. **SURVEY, PLANS, AND ENGINEERING DOCUMENTS:** Seller, within the time specified in **paragraph 3N(1)**, shall provide to Buyer, Copies of surveys, plans, specifications, and engineering documents, if any, prepared on Seller's behalf or in Seller's possession.
- H. **PERMITS:** Seller, within the time specified in **paragraph 3N(1)**, shall provide to Buyer, if in Seller's possession, copies of all permits and approvals, certificates of occupancy, conditional use permits, development plans, and licenses and permits pertaining to the operation of the Property.
- I. **STRUCTURAL MODIFICATIONS:** Seller, within the time specified in **paragraph 3N(1)**, shall in writing disclose to Buyer, known structural additions or alterations to, or the installation, alteration, repair or replacement of, significant components of the structure(s) upon the Property.
- J. **GOVERNMENTAL COMPLIANCE:** Within the time specified in **paragraph 3N(1)**,
 (1) Seller shall disclose to Buyer any improvements, additions, alterations, or repairs to the Property made by Seller, or known to Seller to have been made, without required governmental permits, final inspections, and approvals
 (2) Seller shall disclose to Buyer if Seller has actual knowledge of any notice of violations of Law filed or issued against the Property.
- K. **VIOLATION NOTICES:** Within the time specified in **paragraph 3N(1)**, Seller shall disclose any notice of violations of any Law filed or issued against the Property and actually known to Seller
- L. **BALCONIES, EXTERIOR STAIRWAYS AND OTHER ELEVATED ELEMENTS:** For properties with any building containing 3 or more dwelling units with elevated balconies, stairways or other elements, Seller shall, within the time specified in **paragraph 3N(1)**, Deliver to Buyer the Wooden Balcony and Stairs Addendum (C.A.R. Form WBSA) and comply with its terms.
- M. **KNOWN MATERIAL FACTS:** Seller shall, within the time specified in **paragraph 3N(1)**, DISCLOSE KNOWN MATERIAL FACTS AND DEFECTS affecting the Property, including, but not limited to, known insurance claims within the past five years, or provide Buyer with permission to contact insurer to get such information (C.A.R. Form ARC), and make any and all other disclosures required by Law.
- N. **COMMERCIAL SELLER PROPERTY QUESTIONNAIRE:** Seller shall, within the time specified in **paragraph 3N(1)**, complete and provide Buyer with a Commercial Seller Property Questionnaire (C.A.R. Form CSPQ).
- O. **SUBSEQUENT DISCLOSURES:** In the event Seller, prior to Close Of Escrow, becomes aware of adverse conditions materially affecting the Property, or any material inaccuracy in disclosures, information, or representations previously provided to Buyer, Seller shall promptly Deliver a subsequent or amended disclosure or notice, in writing, covering those items. **However, a subsequent or amended disclosure shall not be required for conditions and material inaccuracies of which Buyer is otherwise aware or which are disclosed in reports provided to or obtained by Buyer or ordered and paid for by Buyer.**
12. **TENANCY RELATED DISCLOSURES:** Within the time specified in **paragraph 3N(1)**, and subject to Buyer's right of review, Seller shall disclose, make available or Deliver, as applicable, to Buyer, the following information:
- A. **RENTAL/SERVICE AGREEMENTS:** (i) All current leases, rental agreements, service contracts, and other agreements pertaining to the operation of the Property; (ii) A rental statement including names of tenants, rental rates, period of rental, date of last rent increase, security deposits, rental concessions, rebates or other benefits, if any, and a list of delinquent rents and their duration. Seller represents that no tenant is entitled to any rebate, concession, or other benefit, except as set forth in these documents. Seller represents that the documents to be furnished are those maintained in the ordinary and normal course of business.
- B. **INCOME AND EXPENSE STATEMENTS:** If checked in **paragraph 3R**, the books and records for the Property, if any, including a statement of income and expense for the 12 months preceding Acceptance. Seller represents that the books and records are those maintained in the ordinary and normal course of business and used by Seller in the computation of federal and state income tax returns.
- C. **TENANT ESTOPPEL CERTIFICATES:** If checked in **paragraph 3R**, Tenant Estoppel Certificates (C.A.R. Form TEC). Tenant Estoppel Certificates shall be completed by Seller or Seller's agent and delivered to tenant(s) for tenant(s) to sign and acknowledge: (i) that tenant(s)' rental or lease agreements are unmodified and in full force and effect, (or if modified, stating all such modifications); (ii) that no lessor defaults exist; and (iii) stating the amount of any prepaid rent or security deposit. Seller shall exercise good faith to obtain tenant(s)' signature(s), but Seller cannot guarantee tenant(s)' cooperation. In the event Seller cannot obtain signed Tenant Estoppel Certificates within the time specified above, Seller shall notify Buyer and provide the unsigned one that was provided to tenant(s). If, after the time specified for Seller to Deliver the TEC to Buyer, any tenant(s) sign and return a TEC to Seller, Seller shall Deliver that TEC to Buyer.
- D. **SELLER REPRESENTATIONS:** Unless otherwise disclosed under **paragraph 11, paragraph 12**, or under any disclosure Delivered to Buyer:
 (1) Seller represents that Seller has no actual knowledge that any tenant(s): (i) has any current pending lawsuit(s), investigation(s), inquiry(ies), action(s), or other proceeding(s) affecting the Property of the right to use and occupy it; (ii) has any unsatisfied mechanics or materialman lien(s) affecting the Property; and (iii) is the subject of a bankruptcy. If Seller receives any such notice, prior to Close Of Escrow, Seller shall immediately notify Buyer.
 (2) Seller represents that no tenant is entitled to any rebate, concessions, or other benefit, except as set forth in the rental service agreements.
 (3) Seller represents that the documents to be furnished are those maintained in the ordinary and normal course of business and the income and expense statements are and used by Seller in the computation of federal and state income tax returns.

13. CHANGES DURING ESCROW:

- A. Prior to Close Of Escrow, Seller may engage in the following acts ("Proposed Changes"), subject to Buyer's rights in **paragraph 13B: (i)** rent or lease any vacant unit or other part of the premises; **(ii)** alter, modify, or extend any existing rental or lease agreement; **(iii)** enter into, alter, modify, or extend any service contract(s); or **(iv)** change the status of the condition of the Property.
- B. (1) At least **7 Days** prior to any Proposed Changes, Seller shall Deliver written notice to Buyer of such Proposed Change.
(2) Within **5 Days** after receipt of such notice, Buyer, in writing, may give Seller notice of Buyer's objection to the Proposed Changes in which case Seller shall not make the Proposed Changes.

14. SECURITY DEPOSITS AND UNEARNED RENT: Security deposits, if any, to the extent they have not been applied by Seller in accordance with any rental agreement and current Law, and all prepaid but unearned rents, if any, shall be transferred to Buyer on Close Of Escrow. Seller shall notify each tenant regarding the security deposit, in compliance with the California Civil Code.

15. BUYER'S INVESTIGATION OF PROPERTY AND MATTERS AFFECTING PROPERTY:

- A. Buyer shall, within the time specified in **paragraph 3L(3)**, have the right, at Buyer's expense unless Otherwise Agreed, to conduct inspections, investigations, tests, surveys and other studies ("Buyer Investigations").
- B. Buyer Investigations include, but are not limited to:
 - (1) Inspections regarding any physical attributes of the Property or items connected to the Property, such as:
 - (A) A general inspection.
 - (B) An inspection for lead-based paint and other lead-based paint hazards.
 - (C) An inspection specifically for wood destroying pests and organisms. Any inspection for wood destroying pests and organisms shall be prepared by a registered Structural Pest Control company; shall cover the main building and attached structures; may cover detached structures; shall NOT include water tests of shower pans on upper level units unless the owners of property below the shower consent; shall NOT include roof coverings; and, if the Property is a unit in a condominium or other common interest subdivision, the inspection shall include only the separate interest and any exclusive-use areas being transferred, and shall NOT include common areas; and shall include a report ("Pest Control Report") showing the findings of the company which shall be separated into sections for evident infestation or infections (Section 1) and for conditions likely to lead to infestation or infection (Section 2).
 - (D) A phase one environmental survey, paid for and obtained by the party indicated in **paragraph 3Q(2)**. If Buyer is responsible for obtaining and paying for the survey, Buyer shall act diligently and in good faith to obtain such survey within the time specified in **paragraph 3L(3)**. Buyer has **5 Days** after receiving the survey to remove this portion of the Buyer's Investigation contingency.
 - (2) Investigations of any other matter affecting the Property, other than those that are specified as separate contingencies. Buyer Investigations do not include, among other things, an assessment of the availability and cost of general homeowner's insurance, flood insurance, and fire insurance. See, Buyer's Investigation Advisory (C.A.R. Form BIA) for more.
- C. Without Seller's prior written consent, Buyer shall neither make nor cause to be made: **(i)** invasive or destructive Buyer Investigations, except for minimally invasive testing required to prepare a Pest Control Report, which shall not include any holes or drilling through stucco or similar material; or **(ii)** inspections by any governmental building or zoning inspector or government employee, unless required by Law.
- D. Seller shall make the Property available for all Buyer Investigations. Seller is not obligated to move any existing personal property. Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's Investigations and through the date possession is delivered to Buyer. Buyer shall, **(i)** by the time specified in **paragraph 3L(3)**, complete Buyer Investigations and satisfy themselves as to the condition of the Property, and either remove the contingency or cancel this Agreement, and **(ii)** by the time specified in **paragraph 3L(3)** or **3 Days** after receipt of any Investigation report, whichever is later, give Seller at no cost, complete Copies of all such reports obtained by Buyer, which obligation shall survive the termination of this Agreement. This Delivery of Investigation reports shall not include any appraisal.
- E. **Buyer indemnity and Seller protection for entry upon the Property:** Buyer shall: **(i)** keep the Property free and clear of liens; **(ii)** repair all damage arising from Buyer Investigations; and **(iii)** indemnify and hold Seller harmless from all resulting liability, claims, demands, damages and costs. Buyer shall carry, or Buyer shall require anyone acting on Buyer's behalf to carry, policies of liability, workers' compensation and other applicable insurance, defending and protecting Seller from liability for any injuries to persons or property occurring during any Buyer Investigations or work done on the Property at Buyer's direction prior to Close Of Escrow. Seller is advised that certain protections may be afforded Seller by recording a "Notice of Non-Responsibility" (C.A.R. Form NNR) for Buyer Investigations and work done on the Property at Buyer's direction. Buyer's obligations under this paragraph shall survive the termination of this Agreement.

16. TITLE AND VESTING:

- A. **PRELIMINARY REPORT:** Buyer shall, within the time specified in **paragraph 3N(1)**, be provided a current Preliminary Report by the person responsible for paying for the title report in **paragraph 3Q(9)**. If Buyer is responsible for paying, Buyer shall act diligently and in good faith to obtain such Preliminary Report within the time specified. The Preliminary Report is only an offer by the title insurer to issue a policy of title insurance and may not contain every item affecting title. The company providing the Preliminary Report shall, prior to issuing a Preliminary Report, conduct a search of the General Index for all Sellers except banks or other institutional lenders selling properties they acquired through foreclosure (REOs), corporations, and government entities.
- B. **CONDITION OF TITLE:** Title is taken in its present condition subject to all encumbrances, easements, covenants, conditions, restrictions, rights and other matters, whether of record or not, as of the date of Acceptance except for: **(i)** monetary liens of record unless Buyer is assuming those obligations or taking the Property subject to those obligations; and **(ii)** those matters which Seller has agreed to remove in writing. For any lien or matter not being transferred upon sale, Seller will take necessary action to deliver title free and clear of such lien or matter.
- C. **DISCLOSURE TO BUYER:** Seller shall, within the time specified in **paragraph 3N(1)**, disclose to Buyer all matters known to Seller affecting title, whether of record or not.
- D. **FEDERAL REPORTING REQUIREMENT - GEOGRAPHIC TARGETING ORDER:** If Buyer is a legal entity and the Property purchase price is at least \$300,000 and the purchase price is made without a bank loan or similar form of external financing, a Geographic Targeting Order (GTO) issued by the Financial Crimes Enforcement Network, U.S. Department of the Treasury, requires title companies to collect and report certain information about the Buyer, depending on where the Property is located. Buyer agrees to cooperate with the title company's effort to comply with the GTO.
- E. **SELLER DELIVERY OF INFORMATION:** Seller shall within **7 Days** after request, give Escrow Holder necessary information to clear title.



F. DEED AND VESTING: Buyer shall, after Close Of Escrow, receive a recorded grant deed or any other conveyance document required to convey title (For example, for stock cooperative or tenancy in common, respectively, an assignment of stock certificate or assignment of Seller's interest in the real property), including oil, mineral and water rights if currently owned by Seller. Title shall vest as designated in Buyer's vesting instructions. The recording document shall contain Buyer's post-closing mailing address to enable Buyer's receipt of the recorded conveyance document from the County Recorder. **THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL.**

G. TITLE INSURANCE POLICY: Buyer shall receive a Standard Coverage Owner's CLTA policy of title insurance. An ALTA policy or the addition of endorsements may provide greater coverage for Buyer. A title company, at Buyer's request, can provide information about the availability, desirability, coverage, and cost of various title insurance coverages and endorsements. If Buyer desires title coverage other than that required by this paragraph, Buyer shall instruct Escrow Holder in writing and shall pay any increase in cost.

17. TIME PERIODS; REMOVAL OF CONTINGENCIES; CANCELLATION RIGHTS: The following time periods may only be extended, altered, modified or changed by mutual written agreement. Any removal of contingencies or cancellation under this paragraph by either Buyer or Seller must be exercised in good faith and in writing (C.A.R. Form CR-B, CR-S or CC).

A. SELLER DELIVERY OF DOCUMENTS: Seller shall, within the time specified in paragraph 3N(1), Deliver to Buyer all reports, disclosures and information ("Reports") for which Seller is responsible to provide Buyer as specified in paragraphs 9B(6), 9B(8), 10, 11A, 11C-N, 12, 16A, 16C, 31, and, if applicable, C.A.R. Form SWPI.

B. BUYER REVIEW OF DOCUMENTS; REPAIR REQUEST; CONTINGENCY REMOVAL OR CANCELLATION

- (1) Buyer has the time specified in paragraph 3 to perform Buyer Investigations; review all disclosures, Reports, lease documents to be assumed by Buyer pursuant to paragraph 9B(6), and other applicable information, which Buyer receives from Seller; and approve all matters affecting the Property.
- (2) Buyer may, within the time specified in paragraph 3L(3), request that Seller make repairs or take any other action regarding the Property (C.A.R. Form RR). Seller has no obligation to agree to or respond to Buyer's requests (C.A.R. Form RR or RRRR). If Seller does not agree or does not respond, Buyer is not contractually entitled to have the repairs or other requests made and may only cancel based on contingencies in this Agreement.
- (3) Buyer shall, by the end of the times specified in paragraph 3L (or as Otherwise Agreed), Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement (C.A.R. Form CR-B or CC). Buyer is advised not to remove contingencies related to review of documents until after the documents have been Delivered. If Delivery of any Report occurs after a contractual contingency pertaining to that Report has already been waived or removed, the Delivery of the Report does not revive the contingency.
- (4) **Continuation of Contingency:** Even after the end of the time specified in paragraph 3L and before Seller cancels, if at all, pursuant to paragraph 17C, Buyer retains the right, in writing, to either (i) remove remaining contingencies, or (ii) cancel this Agreement based on a remaining contingency. Once Buyer's written removal of all contingencies is Delivered to Seller, Seller may not cancel this Agreement pursuant to paragraph 17C(1).

C. SELLER RIGHT TO CANCEL:

- (1) **SELLER RIGHT TO CANCEL; BUYER CONTINGENCIES:** If, by the time specified in this Agreement, Buyer does not Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement, then Seller, after first Delivering to Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.
- (2) **SELLER RIGHT TO CANCEL; BUYER CONTRACT OBLIGATIONS:** Seller, after first Delivering to Buyer a Notice to Buyer to Perform, may cancel this Agreement if, by the time specified in this Agreement, Buyer does not take the following action(s): (i) Deposit funds as required by paragraph 3D(1) or 3D(2) or if the funds deposited pursuant to paragraph 3D(1) or 3D(2) are not good when deposited; (ii) Deliver updated contact information for Buyer's lender(s) as required by paragraph 5C(3); (iii) Deliver verification, or a satisfactory verification if Seller reasonably disapproves of the verification already provided, as required by paragraph 5B or 6A; (iv) Deliver a letter as required by paragraph 6B; (v) In writing assume or accept leases or liens specified in paragraph 8H; (vi) Cooperate with the title company's effort to comply with the GTO as required by paragraph 16E; (vii) Provide evidence of authority to Sign in a representative capacity as specified in paragraph 31; (viii) Sign or initial a separate liquidated damages form for an increased deposit as required by paragraph 5A(2) and 37; or (ix) Perform any additional Buyer contractual obligation(s) included in this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees allocated to Seller in this Agreement and already paid by Escrow prior to cancellation of this Agreement and notification to Escrow.
- (3) **SELLER RIGHT TO CANCEL; SELLER CONTINGENCIES:** Seller may cancel this Agreement by good faith exercise of any Seller contingency included in this Agreement, or Otherwise Agreed, so long as that contingency has not already been removed or waived in writing.

D. BUYER RIGHT TO CANCEL:

- (1) **BUYER RIGHT TO CANCEL; SELLER CONTINGENCIES:** If, by the time specified in this Agreement, Seller does not Deliver to Buyer a removal of the applicable contingency or cancellation of this Agreement, then Buyer, after first Delivering to Seller a Notice to Seller to Perform (C.A.R. Form NSP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees allocated to Seller in the Agreement and already paid by Escrow prior to cancellation of this Agreement and notification to Escrow.
- (2) **BUYER RIGHT TO CANCEL; SELLER CONTRACT OBLIGATIONS:** If, by the time specified, Seller has not Delivered any item specified in paragraph 3N(1) or Seller has not performed any Seller contractual obligation included in this Agreement by the time specified, Buyer, after first Delivering to Seller a Notice to Seller to Perform, may cancel this Agreement.
- (3) **BUYER RIGHT TO CANCEL; BUYER CONTINGENCIES:** Buyer may cancel this Agreement by good faith exercise of any Buyer contingency included in paragraph 8, or Otherwise Agreed, so long as that contingency has not already been removed in writing.

E. NOTICE TO BUYER OR SELLER TO PERFORM: The Notice to Buyer to Perform or Notice to Seller to Perform shall: (i) be in writing; (ii) be Signed by the applicable Buyer or Seller; and (iii) give the other Party at least 2 Days after Delivery (or until the time specified in the applicable paragraph, whichever occurs last) to take the applicable action. A Notice to Buyer to Perform or Notice to Seller to Perform may not be Delivered any earlier than 2 Days prior to the Scheduled Performance Day to remove a contingency or cancel this Agreement or meet an obligation specified in paragraph 17, except for Close of Escrow which shall be Delivered under the terms of paragraph 17G, whether or not the Scheduled Performance Day falls on a Saturday, or Sunday or legal holiday. If a Notice to Buyer to Perform or Notice to Seller to Perform is incorrectly Delivered or specifies a time less than the agreed time, the notice shall be deemed invalid and void. However, if the notice is for multiple items, the notice shall be valid for all contingencies and contractual actions for which the Delivery of the notice is within the time permitted in the Agreement and void as to the others. Seller or Buyer shall be required to Deliver a new Notice to Buyer to Perform or Notice to Seller to Perform with the specified timeframe.



F. EFFECT OF REMOVAL OF CONTINGENCIES:

- (1) **REMOVAL OF BUYER CONTINGENCIES:** If Buyer removes any contingency or cancellation rights, unless Otherwise Agreed, Buyer shall conclusively be deemed to have: (i) completed all Buyer investigations, and review of Reports and other applicable information and disclosures pertaining to that contingency or cancellation right; (ii) elected to proceed with the transaction; and (iii) assumed all liability, responsibility and expense for the non-delivery of any Reports, disclosures or information outside of Seller's control and for any Repairs or corrections pertaining to that contingency or cancellation right, or for the inability to obtain financing.
- (2) **REMOVAL OF SELLER CONTINGENCIES:** If Seller removes any contingency or cancellation rights, unless Otherwise Agreed, Seller shall conclusively be deemed to have: (i) satisfied themselves regarding such contingency, (ii) elected to proceed with the transaction; and (iii) given up any right to cancel this Agreement based on such contingency.

G. DEMAND TO CLOSE ESCROW: Before Buyer or Seller may cancel this Agreement for failure of the other Party to close escrow pursuant to this Agreement, Buyer or Seller must first Deliver to the other Party a Demand to Close Escrow (C.A.R. Form DCE). The DCE shall: (i) be Signed by the applicable Buyer or Seller; and (ii) give the other Party at least **3 Days** after Delivery to close escrow. A DCE may not be Delivered any earlier than **3 Days** prior to the Scheduled Performance Day for the Close Of Escrow. If a DCE is incorrectly Delivered or specifies a time less than the agreed time, the DCE shall be deemed invalid and void and Seller or Buyer shall be required to Deliver a new DCE.

H. EFFECT OF CANCELLATION ON DEPOSITS: If Buyer or Seller gives written notice of cancellation pursuant to rights duly exercised under the terms of this Agreement, the Parties agree to Sign and Deliver mutual instructions to cancel the sale and escrow and release deposits, if any, to the Party entitled to the funds, less (i) fees and costs paid by Escrow Holder on behalf of that Party, if required by this Agreement; and (ii) any escrow fee charged to that party. Fees and costs may be payable to service providers and vendors for services and products provided during escrow. **A release of funds will require mutual Signed release instructions from the Parties, judicial decision or arbitration award. A Party may be subject to a civil penalty of up to \$1,000 for refusal to Sign cancellation instructions if no good faith dispute exists as to which Party is entitled to the deposited funds (Civil Code § 1057.3). Note: Neither Agents nor Escrow Holder are qualified to provide any opinion on whether either Party has acted in good faith or which Party is entitled to the deposited funds. Buyer and Seller are advised to seek the advice of a qualified California real estate attorney regarding this matter.**

18. REPAIRS: Repairs shall be completed prior to final verification of condition unless Otherwise Agreed. Repairs to be performed at Seller's expense may be performed by Seller or through others, provided that the work complies with applicable Law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. Buyer acknowledges that exact restoration of appearance or cosmetic items following all Repairs may not be possible. Seller shall: (i) obtain invoices and paid receipts for Repairs performed by others; (ii) prepare a written statement indicating the Repairs performed by Seller and the date of such Repairs; and (iii) provide Copies of invoices and paid receipts and statements to Buyer prior to final verification of condition.

19. FINAL VERIFICATION OF CONDITION: Buyer shall have the right to make a final verification of the Property condition within the time specified in **paragraph 3J**, NOT AS A CONTINGENCY OF THE SALE, but solely to confirm: (i) the Property is maintained pursuant to **paragraph 7B**; (ii) Repairs have been completed as agreed; and (iii) Seller has complied with Seller's other obligations under this Agreement (C.A.R. Form VP).

20. PRORATIONS OF PROPERTY TAXES AND OTHER ITEMS: Unless Otherwise Agreed, the following items shall be PAID CURRENT and prorated between Buyer and Seller as of Close Of Escrow: real property taxes and assessments, interest, Seller rental payments, HOA regular assessments due prior to Close Of Escrow, premiums on insurance assumed by Buyer, payments on bonds and assessments assumed by Buyer, and payments on Mello-Roos and other Special Assessment District bonds and assessments that are now a lien. Seller shall pay any HOA special or emergency assessments due prior to Close Of Escrow. The following items shall be assumed by Buyer WITHOUT CREDIT toward the purchase price: prorated payments on Mello-Roos and other Special Assessment District bonds and assessments and HOA special or emergency assessments that are due after Close Of Escrow. Property will be reassessed upon change of ownership. Any supplemental tax bills delivered to Escrow Holder prior to closing shall be prorated and paid as follows: (i) for periods after Close Of Escrow, by Buyer; and (ii) for periods prior to Close Of Escrow, by Seller (see C.A.R. Form SPT or SBSA for further information). Seller agrees all service fees, maintenance costs and utility bills will be paid current up and through the date of Close Of Escrow. **TAX BILLS AND UTILITY BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER.** Prorations shall be made based on a 30-day month.

21. BROKERS AND AGENTS:

A. COMPENSATION:

- (1) **Broker Compensation:** Seller or Buyer, or both, as applicable, agree to pay compensation to Broker as specified in a separate written agreement between Broker and that Seller or Buyer. The amount of compensation, if a percentage, will be based on the final purchase price. Buyer is advised that Buyer's Broker should not receive compensation from any source in excess of the amount in the buyer representation agreement. Compensation is payable upon Close Of Escrow, or if escrow does not close, as otherwise specified in the agreement between Broker and that Seller or Buyer.
- (2) **Third party beneficiary:** Seller acknowledges and agrees that Buyer's Broker is a third-party beneficiary of this Agreement and may pursue Seller for failure to pay the amount specified in this Agreement.

B. SCOPE OF DUTY: Buyer and Seller acknowledge and agree that Agent: (i) Does not decide what price Buyer should pay or Seller should accept; (ii) Does not guarantee the condition of the Property; (iii) Does not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; (iv) Does not have an obligation to conduct an inspection of common areas or areas off the site of the Property; (v) Shall not be responsible for identifying defects on the Property, in common areas, or offsite unless such defects are visually observable by an inspection of reasonably accessible areas of the Property or are known to Agent; (vi) Shall not be responsible for inspecting public records or permits concerning the title or use of Property; (vii) Shall not be responsible for identifying the location of boundary lines or other items affecting title; (viii) Shall not be responsible for verifying square footage, representations of others or information contained in Investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; (ix) Shall not be responsible for determining the fair market value of the Property or any personal property included in the sale; (x) Shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and (xi) Shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.



22. JOINT ESCROW INSTRUCTIONS TO ESCROW HOLDER:

- A. ESCROW INSTRUCTION PARAGRAPHS:** The following paragraphs, or applicable portions thereof, of this Agreement constitute the joint escrow instructions of Buyer and Seller to Escrow Holder, which Escrow Holder is to use along with any related counter offers and addenda, and any additional mutual instructions to close the escrow: paragraphs 1, 3A, 3B, 3D-G, 3N(2), 3Q, 3S, 4A, 4B, 5A(1-2) 5D, 5E, 10B(2)(A), 10B(3), 10B(4)(B), 11A, 11D(2), 16 (except 16D), 17H, 20, 21A, 22, 26, 31, 32, 35, 39, and 40. If a Copy of the separate compensation agreement(s) provided for in paragraph 21A is deposited with Escrow Holder by Agent, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). The terms and conditions of this Agreement not set forth in the specified paragraphs are additional matters for the information of Escrow Holder, but about which Escrow Holder need not be concerned.
 - B. ESCROW HOLDER GENERAL PROVISIONS:** Buyer and Seller will receive Escrow Holder's general provisions, if any, directly from Escrow Holder. To the extent the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller shall Sign and return Escrow Holder's general provisions or supplemental instructions within the time specified in paragraph 3N(2). Buyer and Seller shall execute additional instructions, documents and forms provided by Escrow Holder that are reasonably necessary to close the escrow and, as directed by Escrow Holder, within 3 Days, shall pay to Escrow Holder or HOA or HOA management company or others any fee required by paragraphs 3, 8, 10, 11, or elsewhere in this Agreement.
 - C. COPIES; STATEMENT OF INFORMATION; TAX WITHHOLDING INSTRUCTIONS:** A Copy of this Agreement including any counter offer(s) and addenda shall be delivered to Escrow Holder within 3 Days after Acceptance. Buyer and Seller authorize Escrow Holder to accept and rely on Copies and Signatures as defined in this Agreement as originals, to open escrow and for other purposes of escrow. The validity of this Agreement as between Buyer and Seller is not affected by whether or when Escrow Holder Signs this Agreement. Escrow Holder shall provide Seller's Statement of Information to Title Company when received from Seller, if a separate company is providing title insurance. If Seller delivers an affidavit to Escrow Holder to satisfy Seller's FIRPTA obligation under paragraph 11A, Escrow Holder shall deliver to Buyer, Buyer's Agent, and Seller's Agent a Qualified Substitute statement that complies with federal Law. If Escrow Holder's Qualified Substitute statement does not comply with federal law, the Parties instruct escrow to withhold all applicable required amounts under paragraph 11A.
 - D. BROKER COMPENSATION:**
 - (1) **Payment:** Agents are not a party to the escrow except for the sole purpose of receiving compensation pursuant to paragraph 21A. If a Copy of the separate compensation agreement(s), including if applicable paragraph 3G(3) of this Agreement, is deposited with Escrow Holder by Agent, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). Buyer's obligation to pay Buyer's Broker shall be offset by any amount that Seller pays Buyer's Broker. Buyer and Seller irrevocably assign to Brokers compensation specified in paragraph 21A, and irrevocably instruct Escrow Holder to disburse those funds to Brokers at Close Of Escrow or pursuant to any other mutually executed cancellation agreement. Compensation instructions can be amended or revoked only with the written consent of Brokers. Buyer and Seller shall release and hold harmless Escrow Holder from any liability resulting from Escrow Holder's payment to Broker(s) of compensation pursuant to this Agreement.
 - (2) **Compensation Disclosure:** Escrow Holder shall provide to Buyer a closing statement or other written documentation disclosing the amount of compensation paid to Buyer's Broker. Escrow Holder shall provide to Seller a closing statement or other written documentation disclosing: (i) the amount of compensation paid to Seller's Broker; and (ii) if applicable pursuant to paragraph 3G(3) or other mutual instruction of the parties, the amount paid by Seller for Buyer's Broker compensation. Escrow Holder's obligation pursuant to paragraph 22D, is not intended to alter any preexisting practice of Escrow Holder to issue, as applicable, joint or separate closing statements. Escrow Holder's obligation pursuant to paragraph 22D is independent of, but may be satisfied by, any closing statement mandated by Buyer's lender.
 - E. INVOICES:** Buyer and Seller acknowledge that Escrow Holder may require invoices for expenses under this Agreement. Buyer and Seller, upon request by Escrow Holder, within 3 Days or within a sufficient time to close escrow, whichever is sooner, shall provide any such invoices to Escrow Holder.
 - F. VERIFICATION OF DEPOSIT:** Upon receipt, Escrow Holder shall provide Buyer, Seller, and each Agent verification of Buyer's deposit of funds pursuant to paragraph 5A(1) and C.A.R. Form IDA. Once Escrow Holder becomes aware of any of the following, Escrow Holder shall immediately notify each Agent: (i) if Buyer's initial or any additional deposit or down payment is not made pursuant to this Agreement, or is not good at time of deposit with Escrow Holder; or (ii) if Buyer and Seller instruct Escrow Holder to cancel escrow.
 - G. DELIVERY OF AMENDMENTS:** A Copy of any amendment that affects any paragraph of this Agreement for which Escrow Holder is responsible shall be delivered to Escrow Holder within 3 Days after mutual execution of the amendment.
- 23. SELECTION OF SERVICE PROVIDERS:** Agents do not guarantee the performance of any vendors, service or product providers ("Providers"), whether referred by Agent or selected by Buyer, Seller or other person. Buyer and Seller may select ANY Providers of their own choosing.
- 24. MULTIPLE LISTING SERVICE ("MLS"):** Agents are authorized to report to the MLS that an offer has been accepted and, upon Close Of Escrow, the sales price and other terms of this transaction shall be provided to the MLS to be published and disseminated to persons and entities authorized to use the information on terms approved by the MLS. Buyer acknowledges that: (i) any pictures, videos, floor plans (collectively, "Images") or other information about the Property that has been or will be inputted into the MLS or internet portals, or both, at the instruction of Seller or in compliance with MLS rules, will not be removed after Close Of Escrow; (ii) California Civil Code § 1088(c) requires the MLS to maintain such Images and information for at least three years and as a result they may be displayed or circulated on the Internet, which cannot be controlled or removed by Seller or Agents; and (iii) Seller, Seller's Agent, Buyer's Agent, and MLS have no obligation or ability to remove such Images or information from the Internet.
- 25. ATTORNEY FEES AND COSTS:** In any Legal Action between Buyer and Seller arising out of this Agreement, the prevailing Buyer or Seller shall be entitled to reasonable attorney fees and costs from the non-prevailing Buyer or Seller, except as provided in paragraph 37A.



26. **ASSIGNMENT/NOMINATION:** Buyer shall have the right to assign all of Buyer's interest in this Agreement to Buyer's wholly-owned entity or trust that exists at the time of such assignment. Otherwise, Buyer shall not assign all or any part of Buyer's interest in this Agreement without first obtaining Seller's separate written consent to a specified assignee (C.A.R. Form AOAA). Seller shall not unreasonably withhold such consent. Prior to any assignment, Buyer shall disclose to Seller the name of the assignee and the amount of any monetary consideration between Buyer and assignee. Seller's withholding of consent shall be deemed reasonable if: (i) Buyer is to receive any monetary or other consideration for the assignment; (ii) Buyer makes any misrepresentation(s) to Seller about any aspect of the assignment; or (iii) Buyer Delivers an assignment request to Seller after the time specified in **paragraph 3K**. Buyer shall provide assignee with all documents related to this Agreement including, but not limited to, the Agreement and any disclosures. If assignee is Buyer's wholly-owned entity or trust, that assignee does not need to re-sign or initial all documents provided. Whether or not an assignment requires seller's consent, at the time of assignment, assignee shall deliver a letter from assignee's lender that assignee is prequalified or preapproved as specified in **paragraph 6B**. Should assignee fail to deliver such letter, Seller, after first giving assignee a Notice to Buyer to Perform, may terminate the assignment. Any total or partial assignment shall not relieve Buyer of Buyer's obligations pursuant to this Agreement unless Otherwise Agreed by Seller. Parties shall provide any assignment agreement to Escrow Holder within **1 Day** after the assignment. Any nomination by Buyer shall be subject to the same procedures, requirements, and terms as an assignment as specified in this paragraph.
27. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon, and inure to the benefit of, Buyer and Seller and their respective successors and assigns, except as otherwise provided herein.
28. **ENVIRONMENTAL HAZARD CONSULTATION:** Buyer and Seller acknowledge: (i) Federal, state, and local legislation impose liability upon existing and former owners and users of real property, in applicable situations, for certain legislatively defined, environmentally hazardous substances; (ii) Agent(s) has/have made no representation concerning the applicability of any such Law to this transaction or to Buyer or to Seller, except as otherwise indicated in this Agreement; (iii) Agent(s) has/have made no representation concerning the existence, testing, discovery, location, and evaluation of/for, and risks posed by, environmentally hazardous substances, if any, located on or potentially affecting the Property; and (iv) Buyer and Seller are each advised to consult with technical and legal experts concerning the existence, testing, discovery, location and evaluation of/for, and risks posed by, environmentally hazardous substances, if any, located on or potentially affecting the Property.
29. **AMERICANS WITH DISABILITIES ACT:** The Americans With Disabilities Act ("ADA") prohibits discrimination against individuals with disabilities. The ADA affects almost all commercial facilities and public accommodations. Residential properties are not typically covered by the ADA, but may be governed by its provisions if used for certain purposes. The ADA can require, among other things, that buildings be made readily accessible to the disabled. Different requirements apply to new construction, alterations to existing buildings, and removal of barriers in existing buildings. Compliance with the ADA may require significant costs. Monetary and injunctive remedies may be incurred if the Property is not in compliance. A real estate broker or agent does not have the technical expertise to determine whether a building is in compliance with ADA requirements, or to advise a principal on those requirements. Buyer and Seller are advised to contact a qualified California real estate attorney, contractor, architect, engineer, or other qualified professional of Buyer or Seller's own choosing to determine to what degree, if any, the ADA impacts that principal or this transaction.
30. **COPIES:** Seller and buyer each represent that Copies of all reports, certificates, approvals, and other documents that are furnished to the other are true, correct, and unaltered Copies of the original documents, if the originals are in the possession of the furnishing party.
31. **LEGALLY AUTHORIZED SIGNER:** Wherever the signature or initials of the Legally Authorized Signer identified in **paragraphs 39** or **40** appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Legally Authorized Signer (i) represents that the entity for which that person is acting already exists and is in good standing to do business in California and (ii) shall Deliver to the other Party and Escrow Holder, within **3 Days** after Acceptance, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code § 18100.5)), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).
32. **DEFINITIONS and INSTRUCTIONS:** The following words are defined terms in this Agreement, shall be indicated by initial capital letters throughout this Agreement, and have the following meaning whenever used:
 - A. **"Acceptance"** means the time the offer or final counter offer is fully executed, in writing, by the recipient Party and is Delivered to the offering Party or that Party's Authorized Agent.
 - B. **"Agent"** means the Broker, salesperson, broker-associate or any other real estate licensee licensed under the brokerage firm identified in **paragraph 2B**.
 - C. **"Agreement"** means this document and any counter offers and any incorporated addenda or amendments, collectively forming the binding agreement between the Parties. Addenda and amendments are incorporated only when Signed and Delivered by all Parties.
 - D. **"As-Is"** condition: Seller shall disclose known material facts and defects as specified in this Agreement. Buyer has the right to inspect the Property and, within the time specified, request that Seller make repairs or take other corrective action, or exercise any contingency cancellation rights in this Agreement. Seller is only required to make repairs specified in this Agreement or as Otherwise Agreed.
 - E. **"Authorized Agent"** means an individual real estate licensee specified in the Real Estate Broker Section.
 - F. **"C.A.R. Form"** means the most current version of the specific form referenced or another comparable form agreed to by the Parties.
 - G. **"Close Of Escrow"**, including "COE", means the date the grant deed, or other evidence of transfer of title, is recorded for any real property, or the date of Delivery of a document evidencing the transfer of title for any non-real property transaction.
 - H. **"Copy"** means copy by any means including photocopy, facsimile and electronic.
 - I. **Counting Days** is done as follows unless Otherwise Agreed: (1) The first Day after an event is the first full calendar date following the event, and ending at 11:59 pm. For example, if a Notice to Buyer to Perform (C.A.R. form NBP) is Delivered at 3 pm on the 7th calendar day of the month, or Acceptance of a counter offer is personally received at 12 noon on the 7th calendar day of the month, then the 7th is Day "0" for purposes of counting days to respond to the NBP or calculating the Close Of Escrow date or contingency removal dates and the 8th of the month is Day 1 for those same purposes. (2) All calendar days are counted in establishing the first Day after an event. (3) All calendar days are counted in determining the date upon which performance must be completed, ending at 11:59 pm on the last day for performance ("Scheduled Performance Day"). (4) After Acceptance, if the Scheduled Performance Day for any act required by this Agreement, including Close Of Escrow, lands on a Saturday, Sunday, or Legal Holiday, the performing party shall be allowed to perform on the next day that is not a Saturday, Sunday or Legal Holiday ("Allowable Performance Day"), and ending at 11:59 pm. "Legal Holiday" shall mean any holiday or optional bank holiday under Civil Code §§ 7 and 7.1 and any holiday under Government Code § 6700. (5) For the purposes of COE, any day that the Recorder's office in the County where the Property is located is closed or any day that the lender or Escrow Holder under this Agreement is closed, the COE shall occur on the next day the Recorder's office in that County, the lender, and the Escrow Holder are open. (6) COE is considered Day 0 for purposes of counting days Seller is allowed to remain in possession, if permitted by this Agreement.



- J. "Day" or "Days" means calendar day or days. However, delivery of deposit to escrow is based on business days.
- K. "Deliver", "Delivered" or "Delivery" of documents, unless Otherwise Agreed, means and shall be effective upon personal receipt of the document by Buyer or Seller or their Authorized Agent. Personal receipt means (i) a Copy of the document, or as applicable, link to the document, is in the possession of the Party or Authorized Agent, regardless of the Delivery method used (i.e. e-mail, text, other). A document, or as applicable link to a document, shall be deemed to be "in possession" if it is located in the inbox for the applicable Party or Authorized Agent; or (ii) an electronic Copy of the document, or as applicable, link to the document, has been sent to the designated electronic delivery address specified in the Real Estate Broker Section, unless Otherwise Agreed in C.A.R. Form DEDA. After Acceptance, Agent may change the designated electronic delivery address for that Agent by, in writing, Delivering notice of the change in designated electronic delivery address to the other Party (C.A.R. Form DEDA). Links could be, for example, to DropBox or Google Drive or other functionally equivalent program. If the recipient of a link is unable or unwilling to open the link or download the documents or otherwise prefers Delivery of the documents directly, Recipient of a link shall notify the sender in writing, within **3 Days** after Delivery of the link (C.A.R. Form RFR). In such case, Delivery shall be effective upon Delivery of the documents and not the link. Failure to notify sender within the time specified above shall be deemed consent to receive, and recipient opening, the document by link.
- L. "Electronic Copy" or "Electronic Signature" means, as applicable, an electronic copy or signature complying with California Law. Unless Otherwise Agreed, Buyer and Seller agreed to the use of Electronic Signatures. Buyer and Seller agree that electronic means will not be used by either Party to modify or alter the content or integrity of this Agreement without the knowledge and consent of the other Party.
- M. "Law" means any law, code, statute, ordinance, regulation, rule or order, which is adopted by a controlling city, county, state or federal legislative, judicial or executive body or agency.
- N. "Legal Action" means a lawsuit or legal proceeding in arbitration or court.
- O. "Legally Authorized Signer" means an individual who has authority to Sign for the principal as specified in **paragraph 39 or paragraph 40**.
- P. "Otherwise Agreed" means an agreement in writing, signed by both Parties and Delivered to each.
- Q. "Repairs" means any repairs (including pest control), alterations, replacements, modifications or retrofitting of the Property provided for under this Agreement.
- R. "Sign" or "Signed" means either a handwritten or Electronic Signature on an original document, Copy or any counterpart.
- 33. **EQUAL HOUSING OPPORTUNITY:** The Property is sold in compliance with federal, state and local anti-discrimination Laws.
- 34. **TERMS AND CONDITIONS OF OFFER:** This is an offer to purchase the Property on the terms and conditions herein. The individual Liquidated Damages and Arbitration of Disputes paragraphs are incorporated in this Agreement if initialed by all Parties or if incorporated by mutual agreement in a Counter Offer or addendum. **If at least one but not all Parties initial, a Counter Offer is required until agreement is reached.** Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of Acceptance and to market the Property for backup offers after Acceptance. The Parties have read and acknowledge receipt of a Copy of the offer and agree to the confirmation of agency relationships. If this offer is accepted and Buyer subsequently defaults, Buyer may be responsible for payment of Brokers' compensation. This Agreement and any supplement, addendum or modification, including any Copy, may be Signed in two or more counterparts, all of which shall constitute one and the same writing. By signing this offer or any document in the transaction, the Party Signing the document is deemed to have read the document in its entirety.
- 35. **TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES:** Time is of the essence. All understandings between the Parties are incorporated in this Agreement. Its terms are intended by the Parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Except as Otherwise Agreed, this Agreement shall be interpreted, and disputes shall be resolved in accordance with the Laws of the State of California. **Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed, except in writing Signed by Buyer and Seller.**

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PROCEED TO NEXT PAGE**



36. LIQUIDATED DAMAGES:

If Buyer fails to complete this purchase because of Buyer's default, Seller shall retain, as liquidated damages, the deposit actually paid. Buyer and Seller agree that this amount is a reasonable sum given that it is impractical or extremely difficult to establish the amount of damages that would actually be suffered by Seller in the event Buyer were to breach this Agreement. Release of funds will require mutual, Signed release instructions from both Buyer and Seller, judicial decision or arbitration award. **AT THE TIME OF ANY INCREASED DEPOSIT BUYER AND SELLER SHALL SIGN A SEPARATE LIQUIDATED DAMAGES PROVISION INCORPORATING THE INCREASED DEPOSIT AS LIQUIDATED DAMAGES (C.A.R. FORM DID).**

Buyer's Initials SVH ABR

Seller's Initials JD / _____

37. MEDIATION:

- A. The Parties agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action. The mediation shall be conducted through the C.A.R. Dispute Resolution Center for Real Estate (www.consumermediation.org) or through any other mediation provider or service mutually agreed to by the Parties. The Parties also agree to mediate any disputes or claims with Agents(s), who, in writing, agree to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to the Agent. Mediation fees, if any, shall be divided equally among the Parties involved, and shall be recoverable under the prevailing party attorney fees clause. If, for any dispute or claim to which this paragraph applies, any Party (i) commences Legal Action without first attempting to resolve the matter through mediation, or (ii) before commencement of Legal Action, refuses to mediate after a request has been made, then that Party shall not be entitled to recover attorney fees, even if they would otherwise be available to that Party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.
- B. **ADDITIONAL MEDIATION TERMS:** (i) Exclusions from this mediation agreement are specified in paragraph 38B; (ii) The obligation to mediate does not preclude the right of either Party to seek a preservation of rights under paragraph 38C; and (iii) Agent's rights and obligations are further specified in paragraph 38D. These terms apply even if the Arbitration of Disputes paragraph is not initiated.

38. ARBITRATION OF DISPUTES:

- A. The Parties agree that any dispute or claim in Law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. The Parties also agree to arbitrate any disputes or claims with Agents(s), who, in writing, agree to such arbitration prior to, or within a reasonable time after, the dispute or claim is presented to the Agent. The arbitration shall be conducted through any arbitration provider or service mutually agreed to by the Parties. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of transactional real estate Law experience, unless the Parties mutually agree to a different arbitrator. Enforcement of, and any motion to compel arbitration pursuant to, this agreement to arbitrate shall be governed by the procedural rules of the Federal Arbitration Act, and not the California Arbitration Act, notwithstanding any language seemingly to the contrary in this Agreement. The Parties shall have the right to discovery in accordance with Code of Civil Procedure § 1283.05. The arbitration shall be conducted in accordance with Title 9 of Part 3 of the Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction.
- B. **EXCLUSIONS:** The following matters are excluded from mediation and arbitration: (i) Any matter that is within the jurisdiction of a probate, small claims or bankruptcy court; (ii) an unlawful detainer action; and (iii) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code § 2985.
- C. **PRESERVATION OF ACTIONS:** The following shall not constitute a waiver nor violation of the mediation and arbitration provisions: (i) the filing of a court action to preserve a statute of limitations; (ii) the filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, provided the filing party concurrent with, or immediately after such filing, makes a request to the court for a stay of litigation pending any applicable mediation or arbitration proceeding; or (iii) the filing of a mechanic's lien.
- D. **AGENTS:** Agents shall not be obligated nor compelled to mediate or arbitrate unless they agree to do so in writing. Any Agents(s) participating in mediation or arbitration shall not be deemed a party to this Agreement.
- E. **"NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."**

"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."

Buyer's Initials SVH / ABR

Seller's Initials JD / _____



39. OFFER

A. EXPIRATION OF OFFER: This offer shall be deemed revoked and the deposit, if any, shall be returned to Buyer unless by the date and time specified in paragraph 3C, the offer is Signed by Seller and a Copy of the Signed offer is Delivered to Buyer or Buyer's Authorized Agent. **Seller has no obligation to respond to an offer made.**

B. ENTITY BUYERS: (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)

(1) Non-Individual (entity) Buyers: One or more Buyers is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.

(2) Full entity name: The following is the full name of the entity (if a trust, enter the complete trust name; if under probate, enter full name of the estate, including case #): Salinas Valley Memorial Healthcare System, a California Local Health Care District

(3) Contractual Identity of Buyer: For purposes of this Agreement, when the name described below is used, it shall be deemed to be the full entity name.

(A) If a trust: The trustee(s) of the trust or a simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust);

(B) If Property is sold under the jurisdiction of a probate court: The name of the executor or administrator, or a simplified probate name (John Doe, executor, or Estate (or Conservatorship) of John Doe).

(4) Legally Authorized Signer:

(A) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not in an individual capacity. See paragraph 31 for additional terms.

(B) The name(s) of the Legally Authorized Signer(s) is/are: Dr. Allen Radner

C. The CPA has 17 pages. Buyer acknowledges receipt of, and has read and understands, every page and all attachments that make up the Agreement.

D. BUYER SIGNATURE(S):

(Signature) By, [Signature] / CEO Date: 2/9/2026

Printed name of BUYER: Salinas Valley Memorial Healthcare System, a California Local Health Care District

Printed Name of Legally Authorized Signer: Dr. Allen Radner Title, if applicable, CEO

(Signature) By, _____ Date: _____

Printed name of BUYER: _____

Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).

40. ACCEPTANCE

A. ACCEPTANCE OF OFFER: Seller warrants that Seller is the owner of the Property or has the authority to execute this Agreement. Seller accepts the above offer and agrees to sell the Property on the above terms and conditions. Seller has read and acknowledges receipt of a Copy of this Agreement and authorizes Agent to Deliver a Signed Copy to Buyer.

Seller's acceptance is subject to the attached Counter Offer or Back-Up Offer Addendum, or both, checked below.

Seller shall return and include the entire agreement with any response.

Seller Counter Offer (C.A.R. Form SCO or SMCO)

Back-Up Offer Addendum (C.A.R. Form BUO)

B. ENTITY SELLERS: (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure form (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)

(1) Non-Individual (entity) Sellers: One or more Sellers is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.

(2) Full entity name: The following is the full name of the entity (if a trust, enter the complete trust name; if under probate, enter full name of the estate, including case #): M 2 S Inc, an Alaska corporation

(3) Contractual Identity of Seller: For purposes of this Agreement, when the name described below is used, it shall be deemed to be the full entity name.

(A) If a trust: The trustee(s) of the trust or a simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust);

(B) If Property is sold under the jurisdiction of a probate court: The name of the executor or administrator, or a simplified probate name (John Doe, executor, or Estate (or Conservatorship) of John Doe).

(4) Legally Authorized Signer:

(A) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not for him/herself as an individual. See paragraph 31 for additional terms.

(B) The name(s) of the Legally Authorized Signer(s) is/are: James Dankworth

C. The CPA has 17 pages. Seller acknowledges receipt of, and has read and understands, every page and all attachments that make up the Agreement.

D. SELLER SIGNATURE(S):

(Signature) By, JAMES DANKWORTH Date: 02/11/2026

Printed name of SELLER: M 2 S Inc, an Alaska Corporation

Printed Name of Legally Authorized Signer: James Dankworth Title, if applicable, OWNER

(Signature) By, _____ Date: _____

Printed name of SELLER: _____

Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).



REAL ESTATE BROKERS SECTION:

- 1. Real Estate Agents are not parties to the Agreement between Buyer and Seller.
- 2. Agency relationships are confirmed as stated in paragraph 2.
- 3. Presentation of Offer: Pursuant to the National Association of REALTORS® Standard of Practice 1-7, if Buyer's Agent makes a written request, Seller's Agent shall confirm in writing that this offer has been presented to Seller.
- 4. Agents' Signatures and designated electronic delivery address:

A. Buyer's Brokerage Firm Cushman & Wakefield U.S., Inc. DRE Lic. # 01880493
 By Greg Findley Greg Findley DRE Lic. # 01170543 Date 02/10/2026
Greg Findley (Feb 10, 2026 16:57:31 PST)
 By _____ DRE Lic. # _____ Date _____
 Address 328-B Main Street City Salinas State CA Zip 93901
 Email greg.findley@cushwake.com Phone # (831)755-1639

- More than one agent from the same firm represents Buyer. Additional Agent Acknowledgement (C.A.R. Form AAA) attached.
- More than one brokerage firm represents Buyer. Additional Broker Acknowledgement (C.A.R. Form ABA) attached.

Designated Electronic Delivery Address(es): Email above or _____
 Attached DEDA: If Parties elect to have an alternative Delivery method, such method may be indicated on C.A.R. Form DEDA.

B. Seller's Brokerage Firm Cushman & Wakefield U.S., Inc. DRE Lic. # 01880493
 By Greg Findley Greg Findley DRE Lic. # 01170453 Date 02/10/2026
Greg Findley (Feb 10, 2026 16:57:31 PST)
 By _____ DRE Lic. # _____ Date _____
 Address 328-B Main Street City Salinas State CA Zip 93901
 Email greg.findley@cushwake.com Phone # (831)755-1639

- More than one agent from the same firm represents Seller. Additional Agent Acknowledgement (C.A.R. Form AAA) attached.
- More than one brokerage firm represents Seller. Additional Broker Acknowledgement (C.A.R. Form ABA) attached.

Designated Electronic Delivery Address(es) (To be filled out by Seller's Agent): Email above or _____
 Attached DEDA: If Parties elect to have an alternative Delivery method, such method may be indicated on C.A.R. Form DEDA.

Buyer's Initials SWH ABR Seller's Initials JD

ESCROW HOLDER ACKNOWLEDGMENT:

Escrow Holder acknowledges receipt of a Copy of this Agreement, (if checked, a deposit in the amount of \$ _____), Counter Offer numbers _____ and _____, and agrees to act as Escrow Holder subject to paragraph 22 of this Agreement, any supplemental escrow instructions and the terms of Escrow Holder's general provisions.

Escrow Holder is advised by _____ that the date of Acceptance of the Agreement is _____

Escrow Holder _____ Escrow # _____

By _____ Date _____

Address _____

Phone/Fax/E-mail // _____

Escrow Holder has the following license number # _____

- Department of Financial Protection and Innovation, Department of Insurance, Department of Real Estate.

PRESENTATION OF OFFER: GF / _____ Seller's Brokerage Firm presented this offer to Seller on 2/10/2026 (date).
 Broker or Designee Initials

OFFER NOT ACCEPTED: _____ / _____ No Counter Offer is being made. This offer was not accepted by Seller _____ (date)
 Seller's Initials

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BUYER'S INVESTIGATION ADVISORY

(C.A.R. Form BIA, Revised 6/25)

1. **IMPORTANCE OF PROPERTY INVESTIGATION:** Unless otherwise specified in the Agreement, the physical condition of the land and improvements being purchased is not guaranteed by either Seller or Brokers. You have an affirmative duty to exercise reasonable care to protect yourself, including discovery of the legal, practical and technical implications of disclosed facts, and the investigation and verification of information and facts that you know or that are within your diligent attention and observation. A Broker's inspection is a limited visual inspection (see C.A.R. Form AVID), and a Broker is not qualified to conduct the investigations listed below nor will Broker conduct the investigations checked below by Buyer. For these reasons, you should conduct thorough inspections, investigations, tests, surveys and other studies (Inspections and Investigations) of the Property personally and with appropriate professionals (see C.A.R. Form SBSA), who should provide written reports of their Inspections. A general physical inspection typically does not cover all aspects of the Property nor items affecting the Property that are not physically located on the Property. If any professionals recommend further investigations, including a recommendation by a pest control operator to inspect inaccessible areas of the Property, you should contact qualified experts to conduct such additional investigations.
2. **BROKER OBLIGATIONS:** Brokers do not have expertise in all areas and therefore cannot advise you on many items, such as those listed below. If Broker gives you referrals to other professionals, Broker does not guarantee their performance.
3. **YOU ARE STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO THE FOLLOWING. IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.**
 - A. **GENERAL CONDITION OF THE PROPERTY, ITS SYSTEMS AND COMPONENTS:** Foundation, roof (condition, age, leaks, useful life), plumbing, heating, air conditioning, electrical, mechanical, security, pool/spa (cracks, leaks, operation), other structural and non-structural systems and components, fixtures, built-in appliances, any personal property included in the sale, and energy efficiency of the Property.
 - B. **SQUARE FOOTAGE, AGE, BOUNDARIES:** Square footage, room dimensions, lot size, age of improvements and boundaries. Any numerical statements regarding these items are APPROXIMATIONS ONLY and have not been verified by Seller and cannot be verified by Brokers. Fences, hedges, walls, retaining walls and other barriers or markers do not necessarily identify true Property boundaries.
 - C. **WOOD DESTROYING PESTS:** Presence of, or conditions likely to lead to the presence of wood destroying pests and organisms.
 - D. **SOIL STABILITY:** Existence of fill or compacted soil, expansive or contracting soil, susceptibility to slippage, settling or movement, and the adequacy of drainage.
 - E. **WATER AND UTILITIES; WELL SYSTEMS AND COMPONENTS; WASTE DISPOSAL:** Water and utility availability, use restrictions and costs. Water quality, adequacy, condition, and performance of well systems and components. The type, size, adequacy, capacity and condition of sewer and septic systems and components, connection to sewer, and applicable fees.
 - F. **ENVIRONMENTAL HAZARDS:** Potential environmental hazards, including, but not limited to, asbestos, lead-based paint and other lead contamination, radon, methane, other gases, fuel oil or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, and other substances, materials, products, or conditions (including mold (airborne, toxic or otherwise), fungus or similar contaminants).
 - G. **EARTHQUAKES AND FLOODING:** Susceptibility of the Property to earthquake/seismic hazards and propensity of the Property to flood.
 - H. **FIRE, HAZARD, AND OTHER INSURANCE:** The availability and cost of necessary or desired insurance may vary. The location of the Property in a seismic, flood or fire hazard zone, and other conditions, such as the age of the Property and the claims history of the Property and Buyer, may affect the availability and need for certain types of insurance. Buyer should explore insurance options early as this information may affect other decisions, including the removal of loan and insurance contingencies.
 - I. **BUILDING PERMITS, ZONING, GOVERNMENTAL REQUIREMENTS, AND ADDRESS:** Permits, inspections, certificates, zoning, other governmental limitations, restrictions, and requirements affecting the current or future use of the Property, its development or size. Postal/mailling address and zip code may not accurately reflect the city which has jurisdiction over the Property.
 - J. **RENTAL PROPERTY RESTRICTIONS:** The State, some counties, and some cities impose restrictions that limit the amount of rent that can be charged, the maximum number of occupants, and the right of a landlord to terminate a tenancy. Dead bolt or other locks and security systems for doors and windows, including window bars, should be examined to determine whether they satisfy legal requirements.
 - K. **SECURITY AND SAFETY:** State and local Law may require the installation of barriers, access alarms, self-latching mechanisms and/or other measures to decrease the risk to children and other persons of existing swimming pools and hot tubs, as well as various fire safety and other measures concerning other features of the Property.
 - L. **UTILITIES; SEWER; INTERNET:** Availability of gas, electric, water, sewer, garbage, internet and other services. The provider and quality of service may vary by location.
 - M. **SOLAR POWER SYSTEM:** The existence of a solar power system; whether it is owned, leased, financed, or otherwise subject to obligations, such as a power purchase agreement or maintenance agreement; the condition of and costs associated with the system.



BUYER'S INVESTIGATION ADVISORY (BIA PAGE 1 OF 2)

N. NEIGHBORHOOD, AREA, SUBDIVISION CONDITIONS; PERSONAL FACTORS: Neighborhood or area conditions, including schools, law enforcement, crime statistics, registered felons or offenders, fire protection, other government services, availability, adequacy and cost of internet connections or other technology services and installations, commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, protected species, wetland properties, botanical diseases, historic or other governmentally protected sites or improvements, cemeteries, facilities and condition of common areas of common interest subdivisions, and possible lack of compliance with any governing documents or Homeowners' Association requirements, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Buyer.

By signing below, Buyer acknowledges that they have received a copy of this Buyer Investigation Advisory, and they have read and understand its terms. Buyer is encouraged to read it carefully.

Buyer Antony / CEO *Salinas Valley Memorial Healthcare System, a California* Date 2/9/2026
Buyer _____ Date _____

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BIA REVISED 6/25 (PAGE 2 OF 2)



BUYER'S INVESTIGATION ADVISORY (BIA PAGE 2 OF 2)

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POSSIBLE REPRESENTATION OF MORE THAN ONE BUYER OR SELLER - DISCLOSURE AND CONSENT

(C.A.R. Form PRBS, Revised 6/25)

1. **BROKER AGENCY RELATIONSHIP WITH MULTIPLE PRINCIPALS:** A real estate broker ("Brokerage"), whether a corporation, partnership or sole proprietorship, may legally represent more than one buyer or seller. This multiple representation can occur through a sole proprietor Brokerage; or through a salesperson or broker acting under the Brokerage's license ("Associate Licensee"). Associate Licensees under a Brokerage's license may be working out of the same or different office locations, and may or may not know one another. Clients of the Brokerage may have similar goals and may compete against each other for the same property or the same pool of prospective buyers. Some buyers and sellers prefer to work with individual, sole proprietor brokerages, some with brokerages that have multiple licensees, and others with large brokerage companies that have multiple offices and may have a regional, statewide or a national or international presence. Each has its own advantages. It is important for buyers and sellers to understand how the Brokerage representation of multiple buyers or sellers may impact them under various situations.
 - A. **MULTIPLE BUYERS:** Brokerage (individually or through any of its Associate Licensees) may work with many prospective buyers at the same time. These prospective buyers may have an interest in, and make offers on, the same properties. Some of these properties may be listed by the Brokerage. Whether Brokerage is large or small, it is possible that one Associate-Licensee (agent 1) working with a buyer may not be aware that another Associate-Licensee (agent 2) is working with a different buyer who is interested in viewing or making an offer on the same property as agent 1's client, and vice-versa. Brokerage will not limit or restrict any buyer from making an offer on any specific property, whether or not the Brokerage represents other buyers interested in the same property.
 - B. **MULTIPLE SELLERS:** Brokerage (individually or through its Associate Licensees) may have listings on many properties at the same time. As a result, Brokerage will attempt to find buyers for each of those listed properties. Some listed properties may appeal to the same prospective buyers. Some properties may attract more prospective buyers than others. Some of these prospective buyers may be represented by Brokerage and some may not. Brokerage will market all listed properties to all prospective buyers, whether or not Brokerage has other listed properties that may appeal to the same prospective buyers.
 - C. **DUAL AGENCY IN A TRANSACTION:** California law allows a brokerage to represent both a buyer and a seller in a transaction (Civil Code § 2079 et seq.).
 - (1) **Brokerage Dual Agency:** If one Associate-Licensee from the Brokerage is working with a buyer and another Associate-Licensee from the same Brokerage is working with a seller on the same transaction, the Brokerage is considered a dual agent with fiduciary duties to both buyer and seller. In that situation, each individual Associate Licensee working on the transaction is also considered a dual agent having the same knowledge and responsibility as the Brokerage.
 - (2) **Single Agent Dual Agency:** Another form of dual agency occurs when an individual Associate-Licensee is working with both the buyer and seller in the same transaction. In that situation, both the Brokerage company and the individual Associate-Licensee are dual agents with fiduciary duties to each side of the transaction. There is no one approach to this situation. Some brokerages allow the single agent dual agent to continue to represent both parties, as that Associate-Licensee is the chosen agent of the principal. Some brokerages recommend that the broker or an office manager get involved if there is a dispute between the buyer and seller. Some brokerages will require that the broker or an office manager assist the Associate-Licensee with one principal or the other, even if the parties do not have a dispute. Whether one of these approaches, or another, is taken in a single agent dual agency will depend on the circumstances and the brokerage policy. Regardless of the approach, the Associate-Licensee and Brokerage shall conduct activity consistent with the terms in paragraph 2C.
2. **ACKNOWLEDGEMENT AND CONSENT:**
 - A. **OFFERS ARE NOT NECESSARILY CONFIDENTIAL:** Buyer is advised that seller or listing agent may disclose the existence, terms, or conditions of buyer's offer to other interested buyers and agents unless all parties and their agent have signed a written confidentiality agreement, (C.A.R. Form NDA). In the absence of a signed NDA, Buyer consents to such disclosure. Whether any such information is actually disclosed depends on many factors, such as current market conditions, the prevailing practice in the real estate community, the listing agent's marketing strategy, and the instructions of the seller.
 - B. **MULTIPLE BUYERS OR SELLERS:** If Seller is represented by Brokerage, Seller acknowledges that Brokerage may represent prospective buyers of Seller's property and consents to Brokerage acting as a dual agent for both Seller and buyer in that transaction. If Buyer is represented by Brokerage, Buyer acknowledges that Brokerage may represent sellers of property that Buyer is interested in acquiring and consents to Brokerage acting as a dual agent for both Buyer and seller with regard to that property.
 - C. **DUAL AGENCY IN A TRANSACTION:** In the event of dual agency, Seller and Buyer agree that: (i) a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the buyer's or seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered; and (ii) except as set forth above, a dual agent is obligated to disclose known facts materially affecting the value or desirability of the Property to both parties. Seller and Buyer should discuss with a dual agent the details and parameters of this requirement. Seller and/or Buyer consents to allowing Brokerage to act as a dual agent in a transaction.

PRBS REVISED 6/25 (PAGE 1 OF 2)



POSSIBLE REPRESENTATION OF MORE THAN ONE BUYER OR SELLER (PRBS PAGE 1 OF 2)

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Michael Schoeder

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Fax: 8316472116
www.lwof.com

1188 Padre Drive,

By signing below, Buyer and/or Seller acknowledge that each has received a copy of this Possible Representation of More Than One Buyer or Seller – Disclosure and Consent, and each has read, understands, and agrees to its terms and consents to the agency possibilities disclosed.

Buyer *Ami Q...* Salinas Valley Memorial Healthcare System, a California Local Health Care Date 2/9/2026
Buyer _____ Date _____

Seller JAMES DANKWORTH JAMES DANKWORTH (Feb 11, 2026 12:05:53 PST) M 2 S Inc, an Alaska Corporation Date 02/11/2026
Seller _____ Date _____

Buyer's Brokerage Firm Cushman & Wakefield U.S., Inc. DRE Lic # 01880493
By Greg Findley DRE Lic # 01170543 Date 02/10/2026
Greg Findley 026 16:57:31 PST

Seller's Brokerage Firm Cushman & Wakefield U.S., Inc. DRE Lic # 01880493
By Greg Findley DRE Lic # 01170453 Date 02/10/2026
Greg Findley 026 16:57:31 PST

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FAIR HOUSING AND DISCRIMINATION ADVISORY

(C.A.R. Form FHDA, Revised 12/24)

1. **EQUAL ACCESS TO HOUSING FOR ALL:** All housing in California is available to all persons. Discrimination as noted below is prohibited by law. Resources are available for those who have experienced unequal treatment under the law.
2. **FEDERAL AND STATE LAWS PROHIBIT DISCRIMINATION AGAINST IDENTIFIED PROTECTED CLASSES:**
 - A. **FEDERAL FAIR HOUSING ACT ("FHA")** Title VIII of the Civil Rights Act; 42 U.S.C. §§ 3601-3619; Prohibits discrimination in sales, rental or financing of residential housing against persons in protected classes;
 - B. **CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT ("FEHA")** California Government Code ("GC") §§ 12900-12996, 12955; 2 California Code of Regulations ("CCR") §§ 12005-12271; Prohibits discrimination in sales, rental or financing of housing opportunity against persons in protected classes by providers of housing accommodation and financial assistance services as related to housing;
 - C. **CALIFORNIA UNRUH CIVIL RIGHTS ACT ("Unruh")** California Civil Code ("CC") § 51; Prohibits business establishments from discriminating against, and requires full and equal accommodation, advantages, facilities, privileges, and services to persons in protected classes;
 - D. **AMERICANS WITH DISABILITIES ACT ("ADA")** 42 U.S.C. §§ 12181-12189; Title III of the ADA prohibits discrimination based on disability in public accommodations; and
 - E. **OTHER FAIR HOUSING LAWS:** § 504 of Rehabilitation Act of 1973 29 U.S.C. § 794; Ralph Civil Rights Act CC § 51.7; California Disabled Persons Act; CC §§ 54-55.32; any local city or county fair housing ordinances, as applicable.
3. **POTENTIAL LEGAL REMEDIES FOR UNLAWFUL DISCRIMINATION: Violations of fair housing laws may result in monetary civil fines, injunctive relief, compensatory and/or punitive damages, and attorney fees and costs.**
4. **PROTECTED CLASSES/CHARACTERISTICS:** Whether specified in Federal or State law or both, discrimination against persons based on that person's belonging to, association with, or perceived membership in, certain classes or categories, such as the following, is prohibited. Other classes, categories or restrictions may also apply.

Race (and race traits)	Color	Ancestry	National Origin	Religion
Age	Sex, Sexual Orientation	Gender, Gender Identity, Gender expression	Marital Status	Familial Status (family with a child or children under 18)
Citizenship	Immigration Status	Primary Language	Military/Veteran Status	Source of Income (e.g., Section 8 Voucher)
Medical Condition	Disability (Mental & Physical)	Genetic Information	Criminal History (non-relevant convictions)	Any Arbitrary Characteristic or Intersectionality

5. **THE CALIFORNIA DEPARTMENT OF REAL ESTATE REQUIRES TRAINING AND SUPERVISION TO PREVENT HOUSING DISCRIMINATION BY REAL ESTATE LICENSEES:**
 - A. California Business & Professions Code ("B&PC") § 10170.5(a)(4) requires 3 hours of training on fair housing for DRE license renewal; Real Estate Regulation § 2725(f) requires brokers who oversee salespersons to be familiar with the requirements of federal and state laws relating to the prohibition of discrimination.
 - B. Violation of DRE regulations or real estate laws against housing discrimination by a real estate licensee may result in the loss or suspension of the licensee's real estate license. B&PC § 10177(l)(1); 10 CCR § 2780
6. **REALTOR® ORGANIZATIONS PROHIBIT DISCRIMINATION:** NAR Code of Ethics Article 10 prohibits discrimination in employment practices or in rendering real estate license services against any person because of race, color, religion, sex, disability, familial status, national origin, sexual orientation, or gender identity by REALTORS®.
7. **WHO IS REQUIRED TO COMPLY WITH FAIR HOUSING LAWS?**
 Below is a non-exclusive list of providers of housing accommodations or financial assistance services as related to housing who are most likely to be encountered in a housing transaction and who must comply with fair housing laws.

<ul style="list-style-type: none"> • Sellers • Real estate licensees • Mobilehome parks • Insurance companies 	<ul style="list-style-type: none"> • Landlords/Housing Providers • Real estate brokerage firms • Homeowners Associations ("HOAs"); • Government housing services 	<ul style="list-style-type: none"> • Sublessors • Property managers • Banks and Mortgage lenders • Appraisers
---	--	---
8. **EXAMPLES OF CONDUCT THAT MAY NOT BE MOTIVATED BY DISCRIMINATORY INTENT BUT COULD HAVE A DISCRIMINATORY EFFECT:**
 - A. Prior to acceptance of an offer, asking for or offering buyer personal information or letters from the buyer, especially with photos. Those types of documents may inadvertently reveal, or be perceived as revealing, protected status information thereby increasing the risk of (i) actual or unconscious bias, and (ii) potential legal claims against sellers and others by prospective buyers whose offers were rejected.
 - B. Refusing to rent (i) an upper-level unit to an elderly tenant out of concern for the tenant's ability to navigate stairs or (ii) a house with a pool to a person with young children out of concern for the children's safety.
9. **EXAMPLES OF UNLAWFUL OR IMPROPER CONDUCT BASED ON A PROTECTED CLASS OR CHARACTERISTIC:**
 - A. Refusing to negotiate for a sale, rental or financing or otherwise make a housing opportunity unavailable; failing to present offers due to a person's protected status;
 - B. Refusing or failing to show, rent, sell or finance housing; "channeling" or "steering" a prospective buyer or tenant to or away from a particular area due to that person's protected status or because of the racial, religious or ethnic composition of the neighborhood;
 - C. "Blockbusting" or causing "panic selling" by inducing a listing, sale or rental based on the grounds of loss of value of property, increase in crime, or decline in school quality due to the entry or prospective entry of people in protected categories into the neighborhood;
 - D. Making any statement or advertisement that indicates any preference, limitation, or discrimination;

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 FHDA REVISED 12/24 (PAGE 1 OF 2)



FAIR HOUSING AND DISCRIMINATION ADVISORY (FHDA PAGE 1 OF 2)

- E. Inquiring about protected characteristics (such as asking tenant applicants if they are married, or prospective purchasers if they have children or are planning to start a family);
- F. Using criminal history information before otherwise affirming eligibility, and without a legally sufficient justification;
- G. Failing to assess financial standards based on the portion of the income responsible by a tenant who receives government subsidies (such as basing an otherwise neutral rent to income ratio on the whole rent rather than just the part of rent that is the tenant's responsibility);
- H. Denying a home loan or homeowner's insurance;
- I. Offering inferior terms, conditions, privileges, facilities or services;
- J. Using different qualification criteria or procedures for sale or rental of housing such as income standards, application requirements, application fees, credit analyses, sale or rental approval procedures or other requirements;
- K. Harassing a person;
- L. Taking an adverse action based on protected characteristics;
- M. Refusing to permit a reasonable modification to the premises, as requested by a person with a disability (such as refusing to allow a tenant who uses a wheelchair to install, at their expense, a ramp over front or rear steps, or refusing to allow a tenant with a disability from installing, at their own expense, grab bars in a shower or bathtub);
- N. Refusing to make reasonable accommodation in policies, rules, practices, or services for a person with a disability (such as the following, if an actual or prospective tenant with a disability has a service animal or support animal):
 - (i) Failing to allow that person to keep the service animal or emotional support animal in rental property,
 - (ii) Charging that person higher rent or increased security deposit, or
 - (iii) Failing to show rental or sale property to that person who is accompanied by the service animal or support animal, and;
- O. Retaliating for asserting rights under fair housing laws.

10. EXAMPLES OF POSITIVE PRACTICES:

- A. Real estate licensees working with buyers or tenants should apply the same objective property selection criteria, such as location/neighborhood, property features, and price range and other considerations, to all prospects.
- B. Real estate licensees should provide complete and objective information to all clients based on the client's selection criteria.
- C. Real estate licensees should provide the same professional courtesy in responding to inquiries, sharing of information and offers of assistance to all clients and prospects.
- D. Housing providers should not make any statement or advertisement that directly or indirectly implies preference, limitation, or discrimination regarding any protected characteristic (such as "no children" or "English-speakers only").
- E. Housing providers should use a selection process relying on objective information about a prospective buyer's offer or tenant's application and not seek any information that may disclose any protected characteristics (such as using a summary document, e.g. C.A.R. Form SUM-MO, to compare multiple offers on objective terms).

11. FAIR HOUSING RESOURCES: If you have questions about your obligations or rights under the Fair Housing laws, or you think you have been discriminated against, you may want to contact one or more of the sources listed below to discuss what you can do about it, and whether the resource is able to assist you.

- A. Federal: https://www.hud.gov/program_offices/fair_housing_equal_opp
- B. State: <https://calcivilrights.ca.gov/housing/>
- C. Local: local Fair Housing Council office (non-profit, free service)
- D. DRE: <https://www.dre.ca.gov/Consumers/FileComplaint.html>
- E. Local Association of REALTORS®. List available at: <https://www.car.org/en/contactus/rosters/localassociationroster>.
- F. Any qualified California fair housing attorney, or if applicable, landlord-tenant attorney.

12. LIMITED EXCEPTIONS TO FAIR HOUSING REQUIREMENTS: No person should rely on any exception below without first seeking legal advice about whether the exception applies to their situation. Real estate licensees are not qualified to provide advice on the application of these exceptions.

- A. Legally compliant senior housing is exempt from FHA, FEHA and Unruh as related to age or familial status only;
- B. An owner of a single-family residence who resides at the property with one lodger may be exempt from FEHA for rental purposes, PROVIDED no real estate licensee is involved in the rental;
- C. An owner of a single-family residence may be exempt from FHA for sale or rental purposes, PROVIDED (i) no real estate licensee is involved in the sale or rental and (ii) no discriminatory advertising is used, and (iii) the owner owns no more than three single-family residences. Other restrictions apply;
- D. An owner of residential property with one to four units who resides at the property, may be exempt from FHA for rental purposes, PROVIDED no real estate licensee is involved in the rental; and
- E. Both FHA and FEHA do not apply to roommate situations. See, *Fair Housing Council v Roommate.com LLC*, 666 F.3d 1216 (2019).
- F. Since both the 14th Amendment of the U.S. Constitution and the Civil Rights Act of 1866 prohibit discrimination based on race; the FHA and FEHA exemptions do not extend to discrimination based on race.

Buyer/Tenant and Seller/Housing Provider have read, understand and acknowledge receipt of a copy of this Fair Housing & Discrimination Advisory.

Buyer/Tenant  / CEU Salinas Valley Memorial Healthcare System, a California Date 2/9/2026

Buyer/Tenant _____ Date _____

Seller/Housing Provider JAMES DANKWORTH M 2 S Inc, an Alaska Corporation Date 02/11/2026

Seller/Housing Provider _____ Date _____

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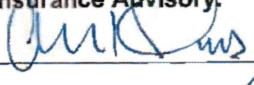




BUYER HOMEOWNERS' INSURANCE ADVISORY
(C.A.R. Form BHIA, 6/24)

- 1. IMPORTANCE OF OBTAINING PROPERTY INSURANCE:** If the property you are purchasing is destroyed or damaged due to natural disaster or accident or some other event, insurance may be available to help with the cost of repair or rebuilding. In the absence of property insurance, the homeowner would be responsible for the full expense. If the property is purchased with a loan, or refinanced, the lender will require an insurance policy protecting its interest. Insurance policies can cover damage due to one or more of the following: fire, flood, earthquake and other causes. The policy or an insurance broker should be consulted to determine when coverage applies and whether a supplement or rider can be purchased to provide additional coverage or if a separate policy is necessary.
- 2. PROPERTY INSURANCE AND PURCHASE CONTRACT TERMS:** Your real estate purchase contract may contain a contingency that gives you the right to legally cancel the agreement within a specified time if you are unable to obtain or afford property insurance. This cancellation right may be a specific contingency pertaining to insurance or may be part of an overall investigation contingency. If buyer waives or removes the applicable contingency before determining the availability and cost of property insurance, buyer is acting against the advice of broker. Additionally, if the property is part of an HOA, lenders may require and buyers will want to know that the HOA has adequate insurance to cover the areas for which the HOA is responsible.
- 3. CALIFORNIA'S PROPERTY INSURANCE MARKET:** Some insurance carriers in California have stopped issuing new property insurance policies and others are limiting the number and location of new policies, due to rising replacement costs and an increase in natural disasters. These changes may affect both the availability and cost of insurance. However, over 50 insurance carriers are admitted to sell property insurance in California so it may be possible to obtain insurance even if some carriers will not write a new policy covering the property you intend to buy. An insurance broker may also be able to find a non-admitted insurance carrier offering to insure the property you intend to buy. Because locating an affordable insurance policy could take time and effort, buyers are advised to make all insurance inquiries as early in the home buying process as possible.
- 4. INSURANCE CONDITIONS:** Many insurance carriers impose physical condition standards before issuing a policy, or reserve the right to cancel policies even after they are issued, if certain minimum standards are not confirmed in an inspection or otherwise. Physical conditions standards could include, but are not limited to, prohibition of "knob and tube" electrical wiring, requirements related to piping/plumbing materials, standards related to the age and/or quality of the roof or foundation, minimal safety standards related to handrails, tripping hazards, and defensible space requirements.
- 5. RESOURCES:** The California Department of Insurance (DOI) maintains a website addressing Residential Home insurance. Resources on this State government webpage include: (i) Top Ten tips for Finding Residential Insurance; (ii) Residential Insurance Company Contact List; (iii) Home Insurance Finder; and (iv) information on other insurance issues. The webpage also includes information on how to contact the DOI, and suggestions on what to do if you cannot find insurance. The webpage and link to other documents is located at <https://www.insurance.ca.gov/01-consumers/105-type/5-residential/index.cfm>.
- 6. BROKER RECOMMENDATION:** Buyer is advised to explore available property insurance options early in the home buying process and to consult with a qualified insurance professional of buyer's choosing to understand insurance availability and cost prior to removal of any related contingencies. Real estate brokers do not have expertise in this area.

By signing below, Buyer acknowledges that Buyer has read, understands, and has received a copy of this Buyer Homeowners' Insurance Advisory.

Buyer  / CE V Salinas Valley Memorial Healthcare System, a California Local Date 2/9/2026

Buyer _____ Date _____

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BUYER HOMEOWNERS' INSURANCE ADVISORY (BHIA PAGE 1 OF 1)

Cushman & Wakefield U.S., Inc., 1 Lower Ragsdale Drive, Building 1, Suite 100 Monterey CA 93940 Michael Schoeder	Phone: 8316472105 Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201	Fax: 8316472116 www.lwolf.com	1188 Padre Drive,
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WIRE FRAUD AND ELECTRONIC FUNDS TRANSFER ADVISORY (C.A.R. Form WFA, Reviewed 6/25)

WIRE FRAUD AND ELECTRONIC FUNDS TRANSFERS ADVISORY:

The ability to communicate and conduct business electronically is a convenience and reality in nearly all parts of our lives. At the same time, it has provided hackers and scammers new opportunities for their criminal activity. Many businesses have been victimized and the real estate business is no exception.

While wiring or electronically transferring funds is a welcome convenience, we all need to exercise extreme caution. Emails attempting to induce fraudulent wire transfers have been received and have appeared to be legitimate. Reports indicate that some hackers have been able to intercept emailed transfer instructions, obtain account information and, by altering some of the data, redirect the funds to a different account. It also appears that some hackers were able to provide false phone numbers for verifying the wiring or funds transfer instructions. In those cases, the victim called the number provided to confirm the instructions, and then unwittingly authorized a transfer to somewhere or someone other than the intended recipient.

ACCORDINGLY, YOU ARE ADVISED:

- 1. Obtain phone numbers and account numbers only from Escrow Officers, Property Managers, or Housing Providers at the beginning of the transaction.
2. DO NOT EVER WIRE OR ELECTRONICALLY TRANSFER FUNDS PRIOR TO CALLING TO CONFIRM THE TRANSFER INSTRUCTIONS. ONLY USE A PHONE NUMBER YOU WERE PROVIDED PREVIOUSLY. Do not use any different phone number or account number included in any emailed transfer instructions.
3. Orally confirm the transfer instruction is legitimate and confirm the bank routing number, account numbers and other codes before taking steps to transfer the funds.
4. Avoid sending personal information in emails or texts. Provide such information in person or over the telephone directly to the Escrow Officer, Property Manager, or Housing Provider.
5. Take steps to secure the system you are using with your email account. These steps include creating strong passwords, using secure WiFi, and not using free services.

If you believe you have received questionable or suspicious wire or funds transfer instructions, immediately notify your bank, and the other party, and the Escrow Office, Housing Provider, or Property Manager. The sources below, as well as others, can also provide information:

Federal Bureau of Investigation: https://www.fbi.gov/; the FBI's IC3 at www.ic3.gov; or 310-477-6565
National White Collar Crime Center: http://www.nw3c.org/
On Guard Online: https://www.onguardonline.gov/

NOTE: There are existing alternatives to electronic and wired fund transfers such as cashier's checks.

The term "Housing Provider" also includes Landlord or Rental Property Owner.

By signing below, Buyer/Tenant and Seller/Housing Provider acknowledge that each has received a copy of this Wire Fraud and Electronic Funds Transfer Advisory, and each has read and understands its terms.

Buyer/Tenant [Signature] Salinas Valley Memorial Healthcare System, a California Date 2/9/2026
Buyer/Tenant _____ Date _____
Seller/Housing Provider JAMES DANKWORTH M 2 S Inc, an Alaska Corporation Date 02/11/2026
Seller/Housing Provider _____ Date _____

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WFA REVIEWED 6/25 (PAGE 1 OF 1)

WIRE FRAUD AND ELECTRONIC FUNDS TRANSFER ADVISORY (WFA PAGE 1 OF 1)

Cushman & Wakefield U.S., Inc., 1 Lower Ragsdale Drive, Building 1, Suite 100 Monterey CA 93940 Phone: 8316472105 Fax: 8316472116 1188 Padre Drive, Michael Schoeder Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com




**CALIFORNIA CONSUMER PRIVACY ACT ADVISORY,
DISCLOSURE AND NOTICE**
(C.A.R. Form CCPA, Revised 12/22)

The California Consumer Privacy Act (commencing with Civil Code § 1798.100) ("CCPA"), as amended by California voters in 2020, grants to California residents certain rights in their private, personal information ("PI") that is collected by companies with whom they do business. Under the CCPA, PI is defined broadly to encompass non-public records information that could reasonably be linked directly or indirectly to you. PI could potentially include photographs of, or sales information about, your property.

During the process of buying and selling real estate your PI will be collected and likely shared with others, including real estate licensees, a Multiple Listing Service, real estate internet websites, service providers, lenders, and title and escrow companies, to name several possibilities. Businesses that are covered by the CCPA are required to grant you various rights in your PI, including the right to know what PI is collected, the right to know what PI is sold or shared and to whom, the right to request that the business correct or delete your PI, the right to "opt out" or stop the transfer of your PI to others, and the right to limit the use of certain PI which is considered "sensitive." You may get one or more notices regarding your CCPA rights from businesses you interact with in a real estate transaction. However, not all businesses that receive or share your PI are obligated to comply with the CCPA. Moreover, businesses that are otherwise covered under the CCPA may have a legal obligation to maintain PI, notwithstanding your instruction to the contrary. For instance, regardless of whether they are covered by CCPA, under California law, brokers and Multiple Listing Services are required to maintain their records for 3 years. If you wish to exercise your rights under CCPA, where applicable, you should contact the respective business directly.

You can obtain more information about the CCPA and your rights under the law from the State of California Department of Justice (oag.ca.gov/privacy/ccpa). Additionally, the California Privacy Protection Agency is authorized to promulgate regulations which may further clarify requirements of the CCPA (cpa.ca.gov/regulations/).

I/we acknowledge receipt of a copy of this California Consumer Privacy Act Advisory, Disclosure and Notice.

Buyer/Seller/Landlord/Tenant  Date 2/9/2026
Salinas Valley Memorial Healthcare System, a California Local Health Care District

Buyer/Seller/Landlord/Tenant JAMES DANKWORTH Date 02/11/2026
JAMES DANKWORTH (Feb 11, 2026 12:05:53 PST)

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CCPA REVISED 12/22 (PAGE 1 OF 1)

CALIFORNIA CONSUMER PRIVACY ACT ADVISORY (CCPA PAGE 1 OF 1)

<small>Cushman & Wakefield U.S., Inc., 1 Lower Ragsdale Drive, Building 1, Suite 100 Monterey CA 93940 Michael Schoeder</small>	<small>Phone: 8316472105 Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201</small>	<small>Fax: 8316472116 www.lwolf.com</small>	<small>1188 Padre Drive,</small>
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TEXT OVERFLOW ADDENDUM No. 1
(C.A.R. Form TOA, Revised 6/23)

This addendum is given in connection with the property known as 1188 Padre Drive, Salinas, CA, Salinas, CA 93901 ("Property"),

in which Salinas Valley Memorial Healthcare System, a California Local Health Care District is referred to as ("Buyer/Tenant")
and M 2 S Inc, an Alaska Corporation is referred to as ("Seller/Housing Provider").

1) Buyer/Tenant 1 and 2 Names

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

Multiple horizontal lines for additional entries.

The foregoing terms and conditions are hereby incorporated in and made a part of the paragraph(s) referred to in the document to which this TOA is attached. The undersigned acknowledge receipt of a copy of this TOA.

Buyer/Tenant [Signature] MS / CEO Date 2/9/2026
Salinas Valley Memorial Healthcare System, a California Local

Buyer/Tenant _____ Date _____

Seller/Housing Provider JAMES DANKWORTH Date 02/11/2026
JAMES DANKWORTH (Feb 11, 2026 12:05:53 PM)
M 2 S Inc, an Alaska Corporation

Seller/Housing Provider _____ Date _____

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TOA REVISED 6/23 (PAGE 1 OF 1)

TEXT OVERFLOW ADDENDUM (TOA PAGE 1 OF 1)



ADDENDUM No. 1
(C.A.R. Form ADM, Revised 6/25)

The following terms and conditions are hereby incorporated in and made a part of the Purchase agreement, OR [] Residential Lease or Month-to-Month Rental Agreement, [] Other
dated [] on property known as 1188 Padre Drive, Salinas, CA
Salinas, CA 93901 ("Property/Premises"),
between Salinas Valley Memorial Healthcare System, a California Local Health Care District ("Buyer/Tenant")
and M 2 S Inc, an Alaska Corporation ("Seller/Housing Provider").
The term "Housing Provider" also includes Landlord or Rental Property Owner. Buyer/Tenant and Seller/Housing Provider are referred to as the "Parties."

FORM USE NOTES: This form is intended to be used in Buyer-Seller or Tenant-Housing Provider transactions. For all other situations requiring an addendum, use an Addendum - Generic (C.A.R. form ADM-GEN).

- A change or addition to a previously provided Seller Property Questionnaire (SPQ), Real Estate Transfer Disclosure Statement (TDS), or other disclosure, may be made on an Amendment to Prior Disclosure (C.A.R. Form APD), and it may give the Buyer a right to rescind.
To change the terms of already executed agreement, use the Amendment to Existing Agreement (C.A.R. form AEA).

Section 3.L (10) - Board Approval - Seller acknowledges that Buyer is a California Healthcare District organized under California Law, and therefore is required to have any and all purchases involving real property to be approved at a regular meeting of the Board of Directors. This agreement is contingent upon Buyer receiving approval by the Board of Directors of Salinas Valley Memorial Healthcare System within sixty (60) days after Acceptance.

By signing below, Buyer and Seller acknowledge that each has received a copy of this Addendum, and each has read, understands, and agrees to its terms.

Buyer/Tenant [Signature] / CGO Salinas Valley Memorial Healthcare System, a Date 2/9/2026
Buyer/Tenant Date
Seller/Housing Provider JAMES DANKWORTH M 2 S Inc, an Alaska Corporation Date 02/11/2026
Seller/Housing Provider JAMES DANKWORTH (Feb 11, 2026 12:05:53 PST) Date

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ADM REVISED 6/25 (PAGE 1 OF 1)



ADDENDUM (ADM PAGE 1 OF 1)

**RESOLUTION NO. 2026-02
OF THE BOARD OF DIRECTORS OF
SALINAS VALLEY MEMORIAL HEALTHCARE SYSTEM**

**APPROVING THE PURCHASE OF 1188 PADRE DRIVE, SALINAS, CALIFORNIA AND
AUTHORIZING THE PRESIDENT/CEO TO EXECUTE THE PURCHASE DOCUMENTS**

WHEREAS, Salinas Valley Memorial Healthcare System (“SVMHS”), a California Local Health Care District, has the power to purchase real property;

WHEREAS, aware that there could be an opportunity for the purchase of commercial office real property building in South Salinas, SVMHS obtained an appraisal for the property located at 1188 Padre Drive, Salinas, California (“Real Property”) in January, 2026;

WHEREAS, on February 9, 2026, SVMHS entered into a Commercial Purchase Agreement and Joint Escrow Instructions with the M 2 S, Inc., an Alaska Corporation for the purchase and sale of the real property located at 1188 Padre Drive, Salinas, California to SVMHS for the amount of \$8,050,000 subject to the approval of the terms and conditions of the purchase by the District’s Board of Directors;

WHEREAS, the Board of Directors has deemed that the purchase price of \$8,050,000 is determined to be at or below the fair market value for the Real Property based on the recent appraisal prepared for the District;

WHEREAS, the Board of Directors believe it is in the best interest of SVMHS and the residents of the District to locate additional administrative office space in close proximity to the main hospital campus to assist in facilitation of additional capital improvement projects, and to consolidate the relocation of numerous administrative functions subject to leasehold interests in the Salinas area in a single location for purposes of operational and financial efficiencies; and

WHEREAS, the Board of Directors believe it is in the best interests of SVMHS to authorize Dr. Allen Radner, President/Chief Executive Officer of SVMHS to execute and accept any and all documents necessary to effectuate the purchase of the Real Property;

NOW THEREFORE IT IS HEREBY ORDERED AND DIRECTED THAT:

1. The Commercial Purchase Agreement and Joint Escrow Instructions, dated February 9, 2026 between SVMHS and M 2 S, Inc., an Alaskan Corporation which provides for the purchase of the Real Property located at 1188 Padre Drive, California for a sales price of Eight Million Fifty Thousand Dollars (\$8,050,000.00), is approved.
2. Dr. Allen Radner, President/Chief Executive Officer of SVMHS is authorized to execute and accept any and all documents necessary to effectuate the purchase of the Real Property pursuant to the terms of the Commercial Purchase Agreement and Joint Escrow Instructions.
3. Any officer of the Board of Directors or Dr. Allen Radner, President/Chief Executive Officer of SVMHS, is authorized to execute any and all documents necessary to carry out the intent of this Resolution for and on behalf of the Board of Directors of SVMHS.

This Resolution 2026-02 was adopted at a Regular Meeting of the Board of Directors of the District on April 23, 2026, by the following vote.

AYES:

NOES:

ABSTENTIONS:

ABSENT:

Board Member
Salinas Valley Memorial Healthcare System

Financial Performance Review

February 2026

Finance Committee

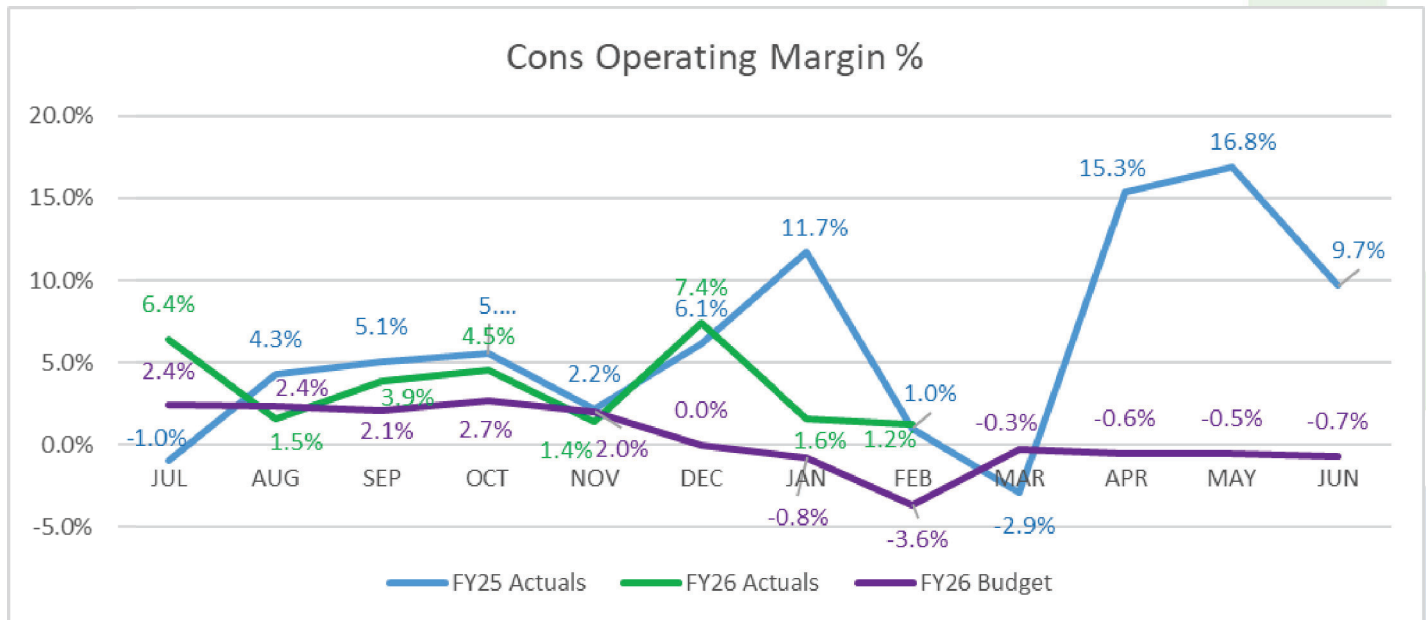
Iftikhar Hussain
Chief Financial Officer

Consolidated Financial Results February 2026

Consolidated					\$ in Millions	Consolidated				
Month						YTD				
Feb		Bud Variance (unfav)				Feb		Bud Variance (unfav)		
Actual	Budget	Prior Year	\$	%	Actual	Budget	Prior Year	\$	%	
\$ 68.6	\$ 65.9	\$ 68.1	\$ 2.7	4.1%	Operating Revenue	\$ 584.0	\$ 552.7	\$ 545.6	\$ 31.3	5.7%
67.9	68.3	67.4	0.4	0.6%	Operating Expense	562.9	547.6	520.8	(15.3)	-2.8%
0.7	(2.4)	0.7	3.1	129.2%	Income from Operations	21.1	5.1	24.8	16.0	313.7%
1.2%	-3.6%	1.0%	4.8%	133.33%	Operating Margin %	3.6%	0.9%	4.6%	2.7%	300.0%
					Op. margin % full year target		3.0%			
6.1	2.5	6.3	3.6	144.0%	Non Operating Income	20.3	19.8	26.4	0.5	2.5%
6.8	0.1	7.0	6.7	6700.0%	Net Income	41.4	24.9	51.2	16.5	66.3%
10.0%	0.1%	10.2%	9.9%	9900.00%	Net Income Margin %	7.1%	4.5%	9.4%	2.6%	57.8%

Results for the year include \$25.4 million in supplemental payments.

Consolidated Operating Margin



3

Key Financial Indicators

Indicator Metric	YTD 2/28/2026	Budget	S&P A+ Rated	YTD Prior Year
Operating Margin*	3.6%	0.4%	4.0%	4.6%
Total Margin*	7.1%	4.0%	6.6%	9.4%
EBITDA Margin**	8.3%	5.4%	13.6%	9.0%
Days of Cash*	366	317	249	365
Days of Accounts Payable*	53	45	-	46
Days of Net Accounts Receivable***	78	60	49	67
Supply Expense as % NPR	15.0%	14.6%	-	14.6%
Labor Expense as % NPR	52.4%	55.7%	53.7%	52.1%
Operating Expense per APD*	7,541	7,205	-	6,676

— 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)

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Executive Summary: Volume Trends

- Admissions and Census
 - YTD Admissions and observations are 1.6% higher than PY
 - YTD ADC is 6% lower than PY due to length of stay improvement
 - Monthly admissions trend is similar to PY with higher volume in the winter months
 - YTD ER volumes same as PY.
- Deliveries have decreased consistent with demographic trends
- Cath Lab – YTD cases are 6% higher than PY
- Procedure Volume for the year show growth.
 - Strong growth in Infusion services
 - YTD Surgical volume is 2.5% higher than PY. Inpatient cases picked up in the last 2 months.

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Volume Summary – February 2026

Actual	Prior Year	Feb Bud	Bud Var	Key Statistics	YTD	YTD-PY	YTD Feb Bud	YTD Bud Var
Inpatient								
115	125	114	↑ 1%	ADC	109	116	114	↓ -4%
958	997	841	↑ 14%	Admissions	7,704	7,860	6,459	↑ 19%
110	128	118	↓ -7%	Deliveries	864	942	1,023	↓ -16%
2.1	2.0	2.3	↓ -9%	Medicare Traditional ALOS CMI Adjusted	2.1	2.3	2.3	↓ -10%
1.67	1.65	1.75	↓ -5%	Medicare Traditional Case Mix	1.72	1.73	1.75	↓ -2%
Emergency Room								
4,702	4,395	4,203	↑ 12%	ER OP Visits	36,427	36,402	36,477	↓ 0%
734	768	649	↑ 13%	ER IP Admissions	6,006	6,076	5,632	↑ 7%
Procedures								
160	131	132	↑ 21%	IP Surgeries	1,229	1,155	1,144	↑ 7%
260	273	264	↓ -2%	OP Surgeries	2,398	2,382	2,295	↑ 4%
366	310	301	↑ 22%	Cath Lab	2,602	2,460	2,614	↓ 0%
1,132	1,051	1,046	↑ 8%	OP Infusion Cases	10,009	9,111	9,078	↑ 10%
305	235	366	↓ -17%	MRI Procedures	2,530	2,110	3,172	↓ -20%
1,865	1,913	1,958	↓ -5%	CT Scans	15,759	15,877	16,995	↓ -7%
Observation Cases								
201	179	138	↑ 46%	Obs Cases	1,563	1,265	1,195	↑ 31%

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Executive Summary: February Financial Performance – Continued

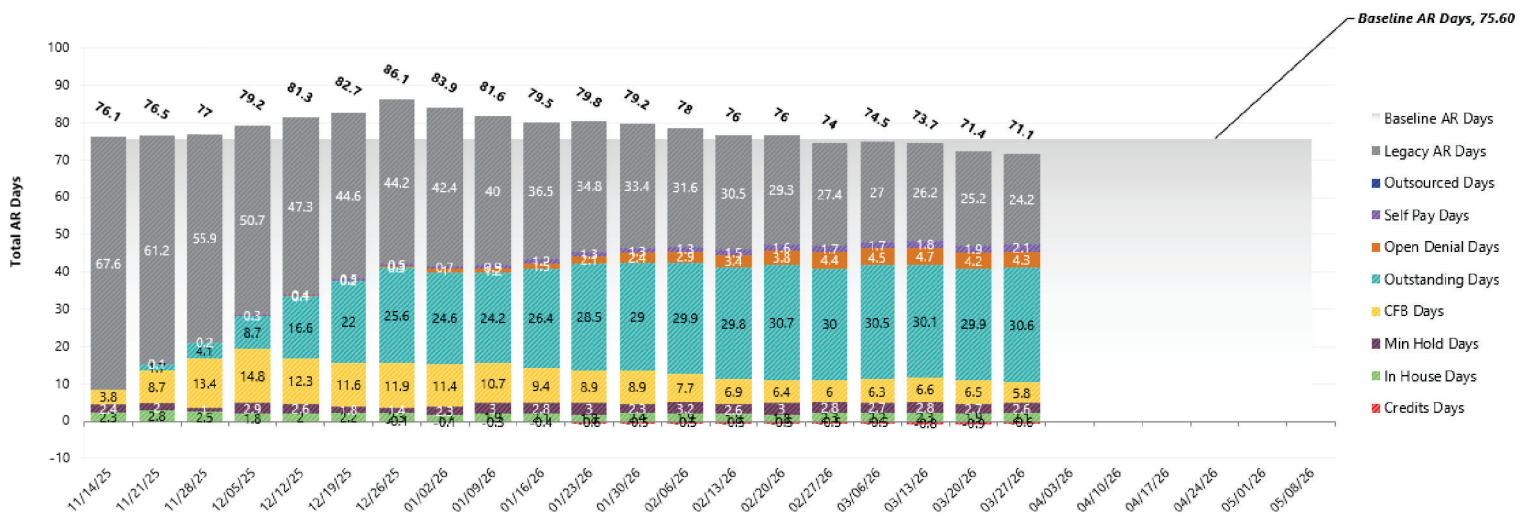
Cost and Utilization:

- **Worked FTEs** on a per Adjusted ADC basis were **4%** unfavorable at **6.9** - compared to a target of **6.7**
- **Payor Mix** among primary insurers ended the month close to budget except for Medicare, up 6% from forecast
- **Non-Operating Income** was over budget by \$3.6 Million due to higher investment income
- **Days in AR** at **78** is trending over target. EPIC Days stable at a favorable 47 days unchanged from January
- **Days Cash on Hand** increased to 366 days on higher cash collections dollars up 5% from budget

Key Metrics	Prior 3 Months			Current Month		Year-To-Date	
	Nov-25 Actual	Dec-25 Actual	Jan-26 Actual	Feb-26 Actuals	Feb-26 Budget	FY26 YTD Actuals	FY25 YTD Prior Year Actuals
Total Gross Revenue	\$ 260,736	\$ 279,453	\$ 299,889	\$ 286,944	\$ 276,253	\$ 2,302,166	\$ 2,205,673
Medicare %	47%	45%	49%	47%	46%	46%	46%
Medicaid %	30%	29%	27%	29%	29%	29%	29%
Commercial %	20%	22%	20%	21%	21%	21%	21%
All Other %	4%	4%	4%	4%	4%	4%	4%

7

Accounts Receivable – AR Days Trend



Find additional detail in-system on the HB Overview Dashboard (AR Summary component) or using the AR Snapshot and Open AR Model in SlicerDicer

8

Medi-Cal and Other Supplemental Payments

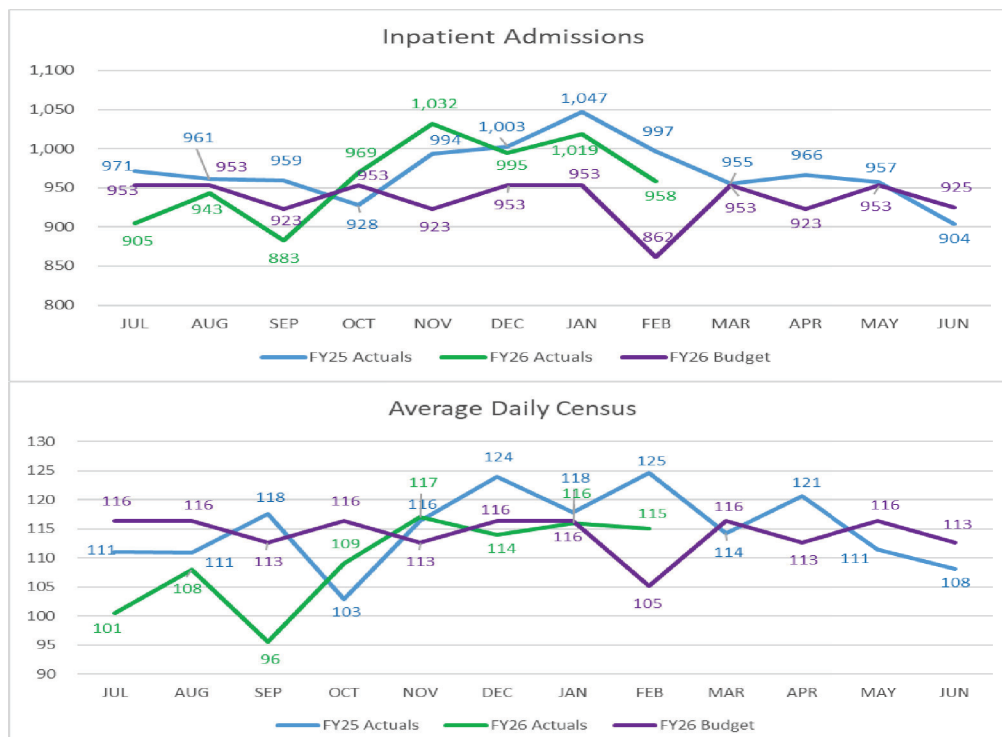
IGTs & Other Significant YTD Items

FY 2026			
Date	Payor	Description	Amount
Oct 2025	CAAH	Direct Payment Program (net) Phase 2- CY 2023	\$4,474,778
Oct 2025	CAAH	DMPH-Quality Incentive Payment CY 2024 Interim	\$3,326,677
Dec 2025	CAAH	CAAH-EPIC Training & Implementation Grant	\$12,000,000
Jan 2026	CAAH	Voluntary Rate Range-CY 2024 (net)	\$5,579,554
Total FY 2026			\$25,381,009

FY 2025			
Date	Payor	Description	Amount
Jan 2025	CAAH	Voluntary Rate Range-CY 2023 (net)	\$4,639,758
Apr 2025	CAAH	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	CAAH	Direct Payment Program (net) Phase 1- CY 2023	\$4,797,482
May 2025	CAAH	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

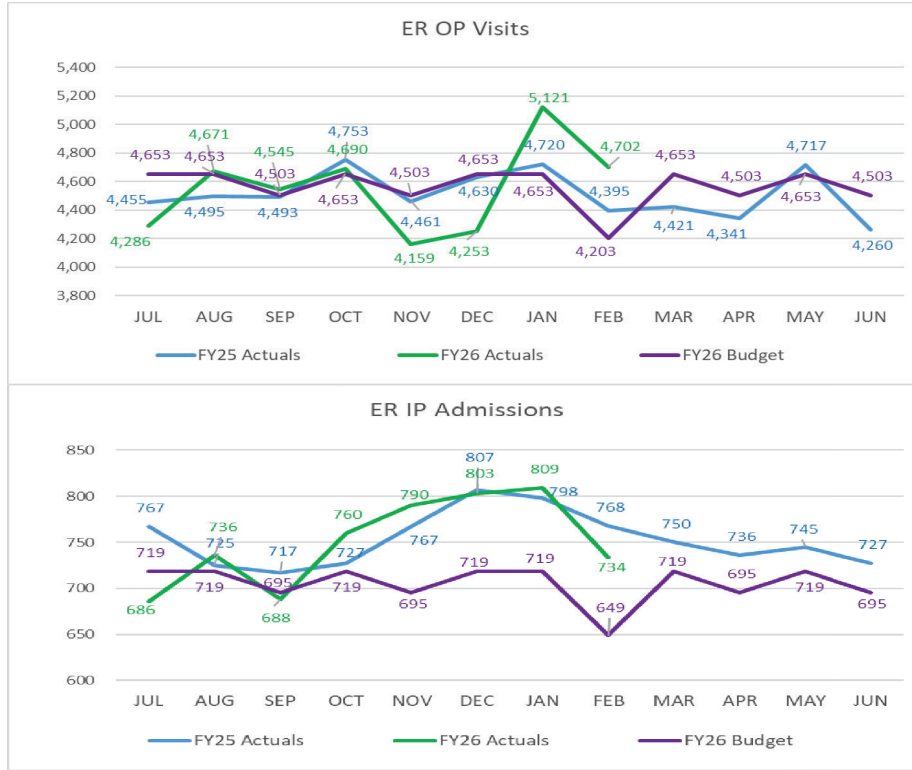
9

Volume Trends – Admissions & ADC

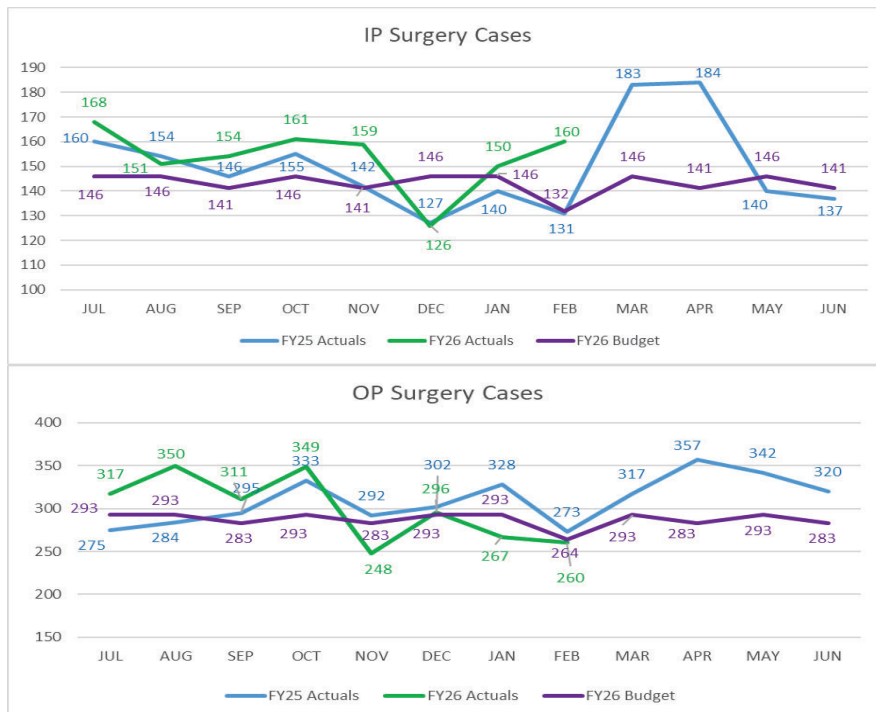


10

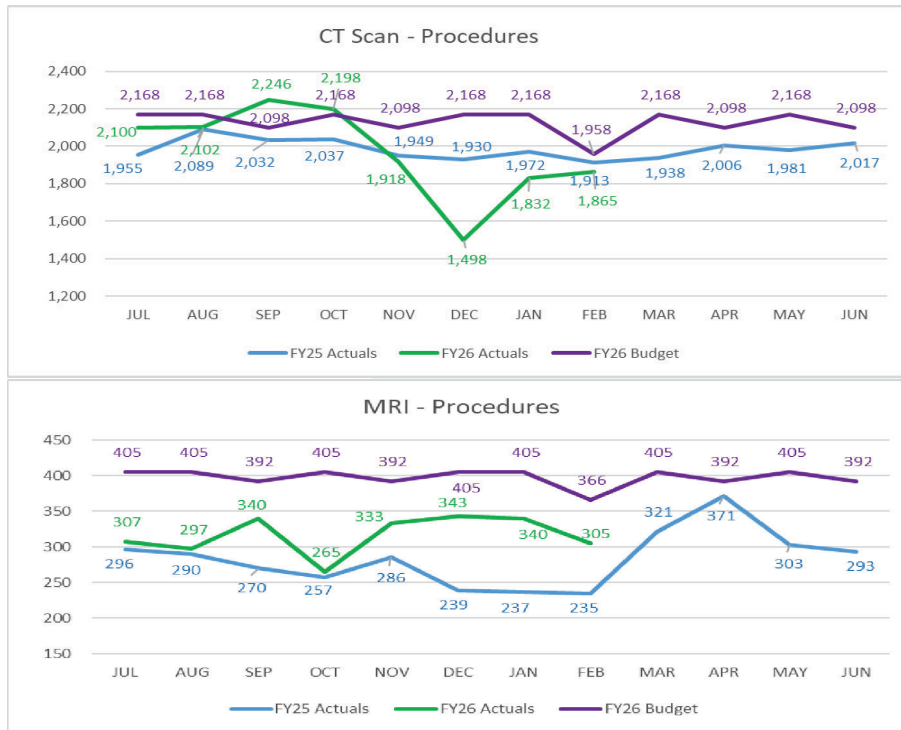
Volume Trends – ER



Volume Trends - Surgery Cases



Volume Trends - Imaging



13

Labor Productivity Key Indicators

Current Month					Year-to-Date			
Prior Year	Actual	Budget	Variance (in FTE)		Prior Year	Actual	Budget	Variance (in FTE)
1,674.6	1,731.2	1,638.2	(93.1 FTE)	Worked FTE	1,587.3	1,686.6	1,597.3	(89.3 FTE)
5.9%	5.1%	4.5%	(10.1 FTE)	Overtime as a % of Worked Hours	4.7%	4.8%	4.6%	(2.7 FTE)
3.9%	5.0%	3.0%	(35.9 FTE)	Contract Labor as a % of Worked Hours	4.3%	6.3%	3.1%	(54.1 FTE)

14

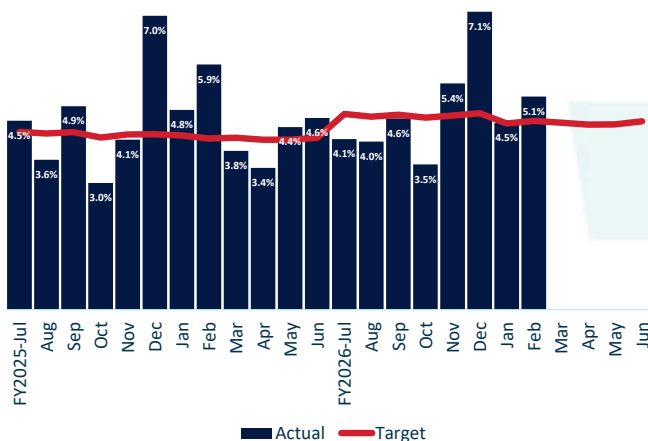
Labor Productivity

As of February 2026 Year-to-Date

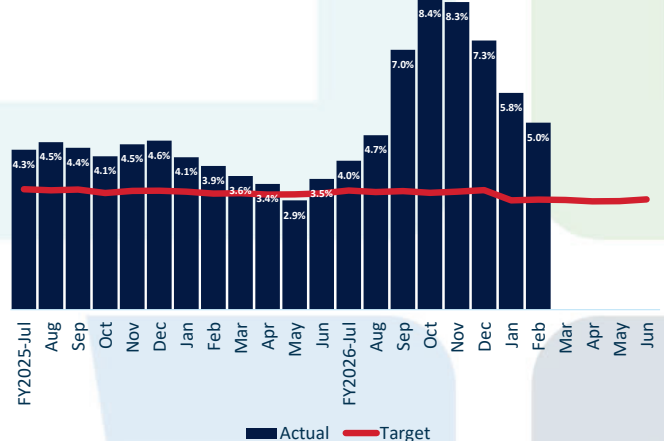
- **Worked FTE:** Worked FTE is unfavorable to budget by 93.1 in the month and 89.3 on a year-to-date basis. The variance is primarily driven by:
 - Contract Labor: Both the current month and year-to-date contract labor utilization is higher than budget. The impact is a negative FTE variance of 35.9 in February and 54.1 on a year-to-date basis.
 - Approved but Unbudgeted FTE: 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 5.1% in the month and 4.8% on a year-to-date basis; both are greater than budget resulting in an unfavorable FTE variance.
- **Contract Labor:** Contract labor usage is over budget at 5.0% of Worked FTE in the month and 6.3% 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

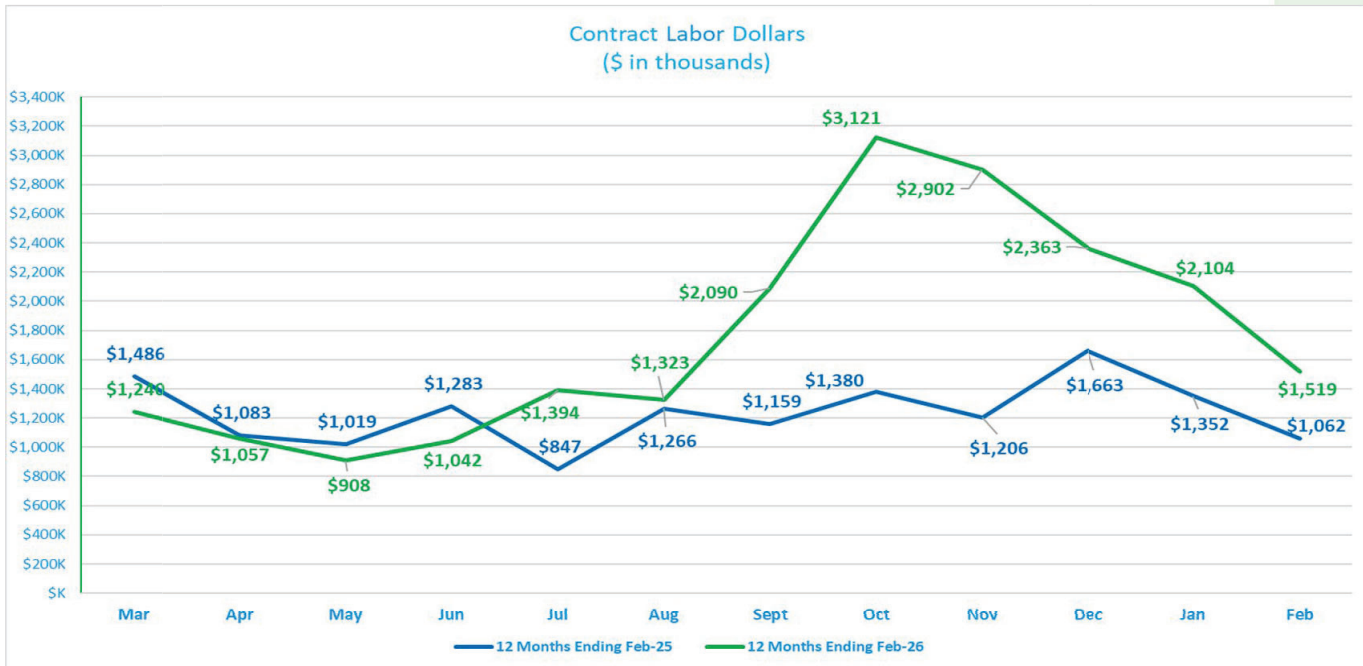
Overtime as a Percent of Worked FTE



Contract Labor as a Percent of Worked FTE

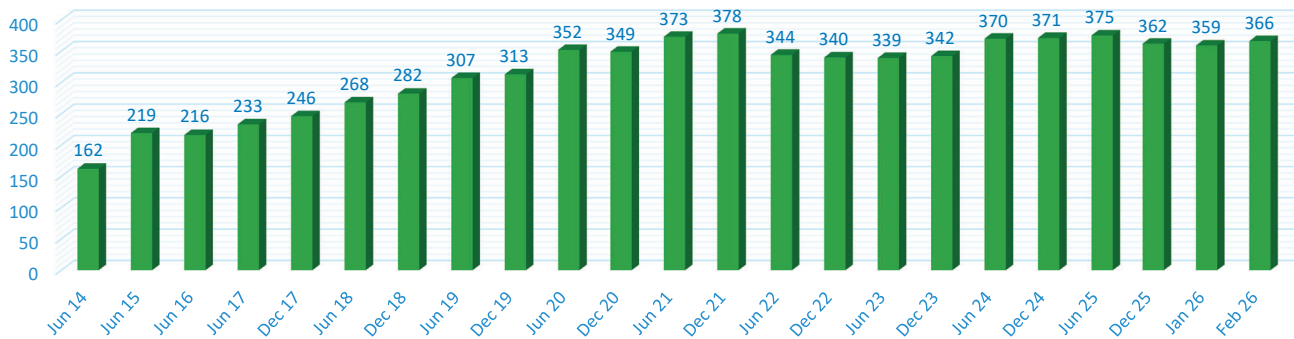


Contract Labor Trends

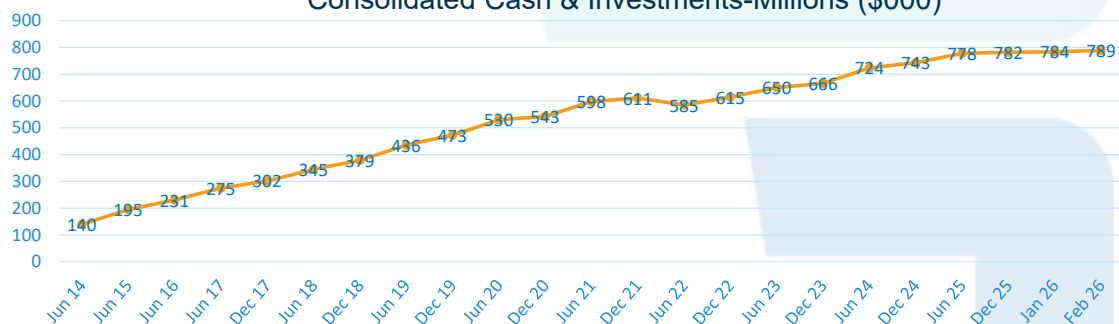


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Days Cash on Hand = 366 Days (\$789M) - February 2026



Consolidated Cash & Investments-Millions (\$000)



18

**Salinas Valley Health - Consolidated
Change in Days Cash on Hand**

	February		YTD	
	Days	Dollars	Days	Dollars
Sources of cash:				
Net income (loss) from operations	0	794,789	10	21,101,618
Add back depreciation/amortization	2	3,797,294	12	26,629,737
Non-operating income (loss)	3	6,084,765	9	20,326,660
Decrease (increase) in supplies inventory-SVHMC	(0)	(32,439)	1	2,487,018
Increase (decrease) in SVHMC accounts pay & accrued exp-SVHMC	9	18,428,476	8	17,447,808
Total sources of cash	13	29,072,885	41	87,992,841
Uses of cash:				
Increase (decrease) in net patient accounts receivable SVHMC	2	5,092,532	11	23,268,307
Increase (decrease) in other current assets SVHMC	2	4,765,622	1	2,899,948
Increase in SBITA Renewals net of liability	-	-	-	-
Increase in right of use lease assets	-	-	-	-
Capital and strategic investments	2	4,481,806	17	36,864,282
Pension plan deposits	0	1,000,060	4	8,000,478
Total uses of cash	7	15,340,020	33	71,033,015
Net cash flow	6	13,732,865	8	16,959,826
Beginning cash and investments	359	784,143,268	375	778,250,925
Ending cash and investments	366	788,595,021	366	788,595,021

Capital Expenditures Includes:

Epic Acute Installation	\$ 43,218	\$ 16,998,386
Master Plan Retro Fit	1,431,133	3,617,691
5 Lower Ragsdale - Roof Replacement	506,652	2,406,005
Training Rooms Basement Annex	189,567	1,883,457
Angio/Special Procedures Suite	8,309	913,986
Workday Finance, SCM, Planning, and Analytics	7,254	873,409
Medical Center Campus Colorization	14,436	811,000

Questions/Comments

SALINAS VALLEY HEALTH MEDICAL CENTER
SUMMARY INCOME STATEMENT
February 28, 2026

	Month of February		Seven months ended February 28	
	Current Year	Prior Year	Current Period YTD	Prior Year YTD
<i>Operating revenue:</i>				
Net patient revenue	\$ 57,142,639	\$ 54,516,711	\$ 470,122,731	\$ 453,254,455
Other operating revenue	1,373,278	1,694,161	28,614,499	12,329,327
Total operating revenue	<u>58,515,917</u>	<u>56,210,872</u>	<u>498,737,231</u>	<u>465,583,782</u>
Total operating expenses	53,169,361	50,742,627	446,312,189	401,823,202
Total non-operating income	<u>921,160</u>	<u>1,076,136</u>	<u>(14,819,081)</u>	<u>(13,871,022)</u>
Operating and non-operating income	<u>\$ 6,267,716</u>	<u>\$ 6,544,381</u>	<u>\$ 37,605,961</u>	<u>\$ 49,889,559</u>

SALINAS VALLEY HEALTH MEDICAL CENTER
 BALANCE SHEETS
 February 28, 2026

	Current year	Prior year
Current assets	\$ 463,236,828	\$ 428,751,376
Assets whose use is limited or restricted by board	182,741,501	172,635,521
Capital assets	259,565,528	257,042,931
Other assets	405,282,755	306,744,310
Deferred pension outflows	55,438,539	85,734,219
	<u>\$ 1,366,265,151</u>	<u>\$ 1,250,908,357</u>
 LIABILITIES AND EQUITY:		
Current liabilities	\$ 128,585,810	\$ 94,679,340
Long term liabilities	42,680,004	20,803,488
Lease deferred inflows	2,579,024	1,023,943
Pension liability	79,394,685	90,863,576
Net assets	<u>1,113,025,628</u>	<u>1,043,538,009</u>
	<u>\$ 1,366,265,151</u>	<u>\$ 1,250,908,357</u>

SALINAS VALLEY HEALTH MEDICAL CENTER
SCHEDULES OF NET PATIENT REVENUE
February 28, 2025

Current Year	Prior Year		Current YTD	Prior YTD
		Patients days:		
		By payer:		
1,563	1,715	Medicare	12,991	13,935
904	1,071	Medi-Cal	7,804	8,380
595	580	Commercial insurance	4,962	4,888
143	104	Other patient	959	878
3,205	3,470	Total patient days	26,716	28,081
		Gross revenue:		
132,306,796	128,243,309	Medicare	1,057,879,588	1,008,862,430
82,184,061	82,778,197	Medi-Cal	672,392,787	645,258,201
59,661,323	56,782,245	Commercial Insurance	494,448,741	464,669,241
12,438,914	10,785,176	Other patient	94,085,471	86,883,237
286,591,094	278,588,926	Gross revenue	2,318,806,587	2,205,673,109
		Deductions from revenue:		
194,480	(10,996)	Administrative adjustments	3,043,492	1,247,749
375,235	1,465,312	Charity care	5,397,823	5,147,446
		Contractual adjustments:		
43,942,968	42,554,010	Medicare outpatient	392,664,710	337,000,369
45,199,649	51,797,958	Medicare inpatient	396,371,532	387,572,449
1,453,674	1,434,515	Medi-Cal traditional outpatient	9,649,916	12,308,580
6,111,956	4,763,009	Medi-Cal traditional inpatient	29,816,303	39,573,349
40,627,001	39,487,262	Medi-Cal managed care outpatient	338,046,047	315,709,838
31,609,166	29,567,261	Medi-Cal managed care inpatient	223,847,258	209,407,799
25,825,879	26,107,623	Commercial insurance outpatient	215,900,119	212,531,551
26,041,141	20,786,028	Commercial insurance inpatient	165,928,243	175,907,775
5,899,647	5,499,453	Uncollectible accounts expense	49,551,046	43,865,877
4,466,141	620,781	Other payors	19,763,244	12,145,872
231,746,937	224,072,215	Deductions from revenue	1,849,979,732	1,752,418,654
54,844,157	54,516,711	Net patient revenue	468,826,855	453,254,455
		Gross billed charges patient type:		
130,592,408	133,648,249	Inpatient	1,047,024,275	1,036,328,078
122,468,864	115,163,534	Outpatient	994,401,542	915,498,459
33,553,769	29,777,143	Emergency room	278,282,902	253,846,572
286,615,042	278,588,926	Total	2,319,708,719	2,205,673,109

SALINAS VALLEY HEALTH MEDICAL CENTER
STATEMENTS OF REVENUE AND EXPENSES - ('000)
February 28, 2026

Actuals	Budget	\$ Variance	% Variance		Actuals YTD	Budget YTD	\$ Variance YTD	% Variance YTD
Operating revenue:								
286,615,042	276,252,924	10,362,118	-3.8%	Gross billed charges	2,319,708,719	2,309,034,967	10,673,752	-0.5%
229,472,403	222,258,055	7,214,348	-3.2%	Deductions from revenue	1,849,585,987	1,855,370,342	(5,784,355)	0.3%
57,142,639	53,994,869	3,147,769	-5.8%	Net patient revenue	470,122,731	453,664,625	16,458,107	-3.6%
1,373,278	1,721,629	(348,351)	20.2%	Other operating revenue	28,614,499	13,773,031	14,841,469	-107.8%
58,515,917	55,716,498	(2,799,419)	-5.0%	Total operating revenue	498,737,231	467,437,655	(31,299,575)	6.7%
Operating expenses:								
19,522,869	18,457,413	1,065,456	-5.8%	Salaries and wages	157,964,413	150,612,983	7,351,430	-4.9%
3,195,148	3,034,033	161,115	-5.3%	Compensated absences	27,954,676	28,778,751	(824,075)	2.9%
4,495,207	7,874,692	(3,379,486)	42.9%	Employee benefits	58,221,244	63,427,306	(5,206,063)	8.2%
8,688,116	8,185,792	502,324	-6.1%	Supplies, food, and linen	74,144,152	70,887,618	3,256,534	-4.6%
7,291,669	4,617,535	2,674,134	-57.9%	Purchased department functions	41,166,038	36,473,288	4,692,750	12.9%
2,824,957	2,603,945	221,012	-8.5%	Medical Fees	22,303,664	20,902,832	1,400,832	-6.7%
1,866,402	1,393,381	473,021	-33.9%	Other Fees	22,227,545	11,811,889	10,415,656	-88.2%
3,678,028	3,835,264	(157,236)	4.1%	Depreciation	25,568,365	24,164,199	1,404,166	-5.8%
1,606,965	1,891,622	(284,657)	15.0%	All other expense	16,762,093	15,981,555	780,538	4.9%
53,169,361	51,893,679	1,275,683	-2.5%	Total Operating expenses	446,312,189	423,040,421	23,271,768	-5.5%
5,346,556	3,822,820	(1,523,736)	-39.9%	Income from operations	52,425,042	44,397,235	(8,027,807)	-18.1%
Non-operating Income:								
23,619	216,667	(193,048)	89.1%	Donations	725,865	1,733,333	(1,007,468)	58.1%
500,550	500,550	0	0.0%	Property taxes	4,004,401	4,004,401	0	0.0%
4,712,526	1,240,914	3,471,612	-279.8%	Investment Income	11,286,065	9,938,283	1,347,782	-13.6%
(4,315,534)	(6,018,701)	1,703,167	28.3%	Income from subsidiaries	(30,835,412)	(37,671,015)	6,835,604	18.1%
921,160	(4,060,570)	4,981,731	122.7%	Total non-operating income	(14,819,081)	(21,994,998)	7,175,917	32.6%
6,267,716	(237,751)	(6,505,467)	2,736.3%	Operating and non-operating income	37,605,961	22,402,237	(15,203,724)	67.9%

SALINAS VALLEY HEALTH MEDICAL CENTER
BALANCE SHEETS
February 28, 2026

	Current Year	Prior Year
ASSETS		
Current assets:		
Cash and Cash Equivalents	\$ 289,122,841	\$ 274,334,444
Patient accounts receivable, net of estimated uncollectibles	153,023,551	128,401,203
Supplies inventory at cost	5,714,540	8,867,838
Current portion of lease receivable	527,163	845,963
Other current assets	14,848,733	16,301,928
	<hr/>	<hr/>
Total current assets	463,236,828	428,751,376
	<hr/>	<hr/>
Assets whose use is limited or restricted by board	182,741,501	172,635,521
	<hr/>	<hr/>
Capital assets:		
Land and construction in process	57,336,579	46,953,904
Other capital assets, net of depreciation	202,228,949	210,089,028
	<hr/>	<hr/>
Total capital assets	259,565,528	257,042,931
	<hr/>	<hr/>
Other assets:		
Right of use assets, net of amortization	10,101,111	8,155,239
Long term lease receivable	2,133,347	214,212
Subscription assets, net of amortization	56,929,158	8,805,987
Investment in securities	280,269,042	266,953,469
Investment in SVMC	12,986,028	958,828
Investment in Aspire/CHI/Coastal	1,592,657	1,697,096
Investment in other affiliates	17,723,430	21,515,850
Net Pension Asset	23,015,808	(2,088,543)
Goodwill	532,173	532,173
	<hr/>	<hr/>
Total other assets	405,282,755	306,744,310
	<hr/>	<hr/>
Deferred Pension Outflows	55,438,539	85,734,219
	<hr/>	<hr/>
Total assets	<u>\$ 1,366,265,151</u>	<u>\$ 1,250,908,357</u>
 LIABILITIES AND NET ASSETS		
Current liabilities:		
Accounts payable and accrued expenses	87,732,968	61,322,089
Due to third party payors	4,755,781	4,542,353
Current portion of self-insurance liability	21,540,414	22,984,197
Current subscription liability	5,729,297	3,014,765
Current portion of lease liability	3,748,483	2,815,935
Current portion of compensated absences	5,078,868	-
	<hr/>	<hr/>
Total current liabilities	128,585,810	94,679,340
	<hr/>	<hr/>
Long term portion of workers comp liability	11,655,972	12,078,720
Long term portion of lease liability	6,885,883	5,331,788
Long term subscription liability	12,085,995	3,392,980
Long term portion of compensated absences	12,052,154	-
	<hr/>	<hr/>
Total Liabilities	171,265,814	115,482,829
	<hr/>	<hr/>
Lease deferred inflows	2,579,024	1,023,943
Pension Liability	79,394,685	90,863,576
	<hr/>	<hr/>
Net Assets:		
Invested in capital assets, net of related debt	259,565,528	257,042,931
Unrestricted	853,460,100	786,495,078
	<hr/>	<hr/>
Total Net Assets	1,113,025,628	1,043,538,009
	<hr/>	<hr/>
Total liabilities and net assets	<u>\$ 1,366,265,151</u>	<u>\$ 1,250,908,357</u>

SALINAS VALLEY HEALTH MEDICAL CENTER
STATEMENTS OF REVENUE AND EXPENSES - ('000)
February 28, 2026

Actuals	Budget	\$ Variance	% Variance		Actuals YTD	Budget YTD	\$ Variance YTD	% Variance YTD
Operating revenue:								
286,615,042	276,252,924	10,362,118	-3.8%	Gross billed charges	2,319,708,719	2,309,034,967	10,673,752	-0.5%
229,472,403	222,258,055	7,214,348	-3.2%	Deductions from revenue	1,849,585,987	1,855,370,342	(5,784,355)	0.3%
57,142,639	53,994,869	3,147,769	-5.8%	Net patient revenue	470,122,731	453,664,625	16,458,107	-3.6%
1,373,278	1,721,629	(348,351)	20.2%	Other operating revenue	28,614,499	13,773,031	14,841,469	-107.8%
58,515,917	55,716,498	(2,799,419)	-5.0%	Total operating revenue	498,737,231	467,437,655	(31,299,575)	6.7%
Operating expenses:								
19,522,869	18,457,413	1,065,456	-5.8%	Salaries and wages	157,964,413	150,612,983	7,351,430	-4.9%
3,195,148	3,034,033	161,115	-5.3%	Compensated absences	27,954,676	28,778,751	(824,075)	2.9%
4,495,207	7,874,692	(3,379,486)	42.9%	Employee benefits	58,221,244	63,427,306	(5,206,063)	8.2%
8,688,116	8,185,792	502,324	-6.1%	Supplies, food, and linen	74,144,152	70,887,618	3,256,534	-4.6%
7,291,669	4,617,535	2,674,134	-57.9%	Purchased department functions	41,166,038	36,473,288	4,692,750	12.9%
2,824,957	2,603,945	221,012	-8.5%	Medical Fees	22,303,664	20,902,832	1,400,832	-6.7%
1,866,402	1,393,381	473,021	-33.9%	Other Fees	22,227,545	11,811,889	10,415,656	-88.2%
3,678,028	3,835,264	(157,236)	4.1%	Depreciation	25,568,365	24,164,199	1,404,166	-5.8%
1,606,965	1,891,622	(284,657)	15.0%	All other expense	16,762,093	15,981,555	780,538	4.9%
53,169,361	51,893,679	1,275,683	-2.5%	Total Operating expenses	446,312,189	423,040,421	23,271,768	-5.5%
5,346,556	3,822,820	(1,523,736)	-39.9%	Income from operations	52,425,042	44,397,235	(8,027,807)	-18.1%
Non-operating Income:								
23,619	216,667	(193,048)	89.1%	Donations	725,865	1,733,333	(1,007,468)	58.1%
500,550	500,550	0	0.0%	Property taxes	4,004,401	4,004,401	0	0.0%
4,712,526	1,240,914	3,471,612	-279.8%	Investment Income	11,286,065	9,938,283	1,347,782	-13.6%
(4,315,534)	(6,018,701)	1,703,167	28.3%	Income from subsidiaries	(30,835,412)	(37,671,015)	6,835,604	18.1%
921,160	(4,060,570)	4,981,731	122.7%	Total non-operating income	(14,819,081)	(21,994,998)	7,175,917	32.6%
6,267,716	(237,751)	(6,505,467)	2,736.3%	Operating and non-operating income	37,605,961	22,402,237	(15,203,724)	67.9%

*TRANSFORMATION, STRATEGIC PLANNING
AND GOVERNANCE COMMITTEE*

*Minutes of the
Transformation, Strategic Planning and
Governance Committee
will be distributed at the Board Meeting*

(VICTOR REY, JR.)

Medical Executive Committee Summary – April 16, 2026

Items for Board Approval

Credentials Committee

Initial Appointment:

APPLICANT	SPECIALTY	DEPT	PRIVILEGES
Adams, Malaika, DO	Psychiatry	Medicine	Tele-Psychiatry
Cirillo, Robert, DO	Radiology	Surgery	Salinas Valley Health Imaging Remote Radiology Salinas Valley Health Advanced Imaging: Remote Teleradiology
Hajyan, Karine, DO	Ob/Gyn	Ob/Gyn	Obstetrical for Hospitalist Gynecology for Hospitalist
Han, Diane, MD	Emergency Medicine	Emergency Medicine	Emergency Medicine
Jong, Jonathan, DO	Emergency Medicine	Emergency Medicine	Emergency Medicine
Kamper, Martin, MD	Critical Care/ Pulmonary Medicine	Medicine	Critical Care/Pulmonary Medicine General Internal Medicine
Kenny, John, MD	Psychiatry	Medicine	Tele-Psychiatry
Lin, Alex, DO	Emergency Medicine	Emergency Medicine	Emergency Medicine
Srichawla, Bahadar, DO	Neurology	Medicine	Tele-Neurology
Sung, Cynthia, DO	Psychiatry	Medicine	Tele-Psychiatry
Sprague, Thomas, DO	Psychiatry	Medicine	Tele-Psychiatry

Reappointment:

APPLICANT	SPECIALTY	DEPT	PRIVILEGES
Archibald-Seiffer, Noah, MD	Anesthesiology	Anesthesiology	Anesthesiology
Ayubi, Azra, MD	Ob/Gyn	Ob/Gyn	Ob/Gyn
Basse, Michael, MD	Interventional Radiology	Surgery	Salinas Valley Health Imaging Salinas Valley Health Advanced Imaging – Non-Cardiac Diagnostic Radiology
Berry, Glenn, MD	Anesthesiology	Anesthesiology	Anesthesiology
Cammarano, Caitlin, DO	Anesthesiology	Anesthesiology	Anesthesiology
Clark, John, MD	Family Medicine	Family Medicine/ Pediatrics	Adult Hospitalist Family Medicine Adult Family Medicine Pediatric and Well Newborn Family Medicine Category 1 Obstetrics
Cushing, Blair, DO	Family Medicine	Family Medicine/ Pediatrics	Family Medicine – Active Community
Kaczmar, Theodore, MD	Neurosurgery	Surgery	Neurological Surgery
Le, Minh, MD	Critical Care Medicine	Medicine	Critical Care/Pulmonary Medicine General Internal Medicine
Oppenheim, Joanna, MD	Family Medicine	Family Medicine/ Pediatrics	Family Medicine – Active Community
Pena, Dolores, MD	Family Medicine	Family Medicine/ Pediatrics	Taylor Farms Family Health & Wellness Center – Active Community

Prince, Lawrence, MD	Neonatology	Family Medicine/ Pediatrics	Tele-Neonatology
Rao, Anoop, MD	Neonatology	Family Medicine/ Pediatrics	Tele-Neonatology
Razzak, Anthony, MD	Gastroenterology	Medicine	Gastroenterology
Reiss, Jonathan, MD	Neonatology	Family Medicine/ Pediatrics	Tele-Neonatology
Rhine, William, MD	Neonatology	Family Medicine/ Pediatrics	Tele-Neonatology
Roldan, Mario, DO	General Surgery	Surgery	General Surgery Robotic Surgery Taylor Farms Family Health & Wellness Center
Rosen, Suzanne, MD	Family Medicine	Family Medicine/ Pediatrics	Family Medicine Adult Family Medicine Pediatric and Well Newborn Family Medicine Category 1 Obstetrics.
Sakopoulos, Andreas, MD	Cardiac Surgery	Surgery	Cardiac Surgery Thoracic Surgery Vascular Surgery Peripheral Endovascular
Scala, Melissa, MD	Neonatology	Family Medicine/ Pediatrics	Tele-Neonatology
Sharma, Arjun, MD	Radiology	Surgery	Salinas Valley Health Imaging Remote Radiology Salinas Valley Health Advanced Imaging Remote
Sra, Manntej, MD	Radiology	Surgery	Salinas Valley Health Imaging Remote Radiology Salinas Valley Health Advanced Imaging Remote

Modification of Privileges:

NAME	SPECIALTY	PRIVILEGE	RECOMMENDATION
Ganzhorn, Frank, MD	Critical Care Medicine	Use of Fluoroscopy	Relinquished Use of Fluoroscopy effective 3/15/2026.
Zupancic, Michael, MD	Neurology	Taylor Farms Family Health & Wellness Center – Sleep Medicine	Requesting new privilege. Contingent upon receipt of BLS Certificate prior to the 4/23/2026 Board of Directors meeting.

Temporary Privileges:

APPLICANT	SPECIALTY	DATES
Jong, Jonathan, DO	Emergency Medicine	4/6/2026 – 4/7/2026

Staff Status Modifications:

APPLICANT	SPECIALTY	STATUS CHANGE
Charmoz, Alexander MD	Emergency Medicine	Recommend Leave of Absence effective 5/1/2026
Liu, Yang, MD	Hematology/Oncology	Recommend Leave of Absence effective 3/1/2026
Navarro, Misty, MD	Emergency Medicine	Recommend Leave of Absence effective 4/1/2026
Amin, Shetal, MD	Tele-Psychiatry	Resignation effective 3/31/2026. Did not wish to reapply.
Firooznia, Nilofar, MD	Tele-Radiology	Accept resignation effective 4/30/2026
Hunt, Madison, MD	Emergency Medicine	Resignation effective 4/30/2026
Navarro, Misty, MD	Emergency Medicine	Resignation effective 04/30/26
Penalver, Alberto, MD	Tele-Psychiatry	Resignation effective 3/29/2026.

Other Items: (Attached)

Ob/Gyn – Clinical Privilege Delineation	Revision to the clinical privilege delineation for Ob/Gyn removing Moderate Sedation from Special Privileges.
Taylor Farms Family Health & Wellness Center Clinical Privilege Delineation	Revision to the clinical privilege delineation for Taylor Farms Family Health & Wellness Center adding Rheumatology and Sleep Medicine

Interdisciplinary Practice Committee**Initial Appointment:**

APPLICANT	PRIVILEGES	DEPT	COLLABORATING/SUPERVISING PHYSICIAN(S)
Campbell Boyd, Jessica, PMHNP	Nurse Practitioner Tele– Psychiatry	Medicine	Dax Wolford, MD
Davis, Michelle, NP	Nurse Practitioner – Hematology & Oncology	Medicine	Geetha Varma, MD Shehzad Aziz, MD Hong Zhao, MD
Lopez, Ruthlane, PMHNP	Nurse Practitioner Tele– Psychiatry	Medicine	Shander, Ellyn, MD
Pettus, Jenna, PMHNP	Nurse Practitioner Tele– Psychiatry	Medicine	Yingying Rezmovits, MD

Reappointment:

APPLICANT	PRIVILEGES	DEPT	COLLABORATING/SUPERVISING PHYSICIAN(S)
Davis, Christopher, PA-C	Physician Assistant – Cardiac Surgery	Surgery	Andreas Sakopoulos, MD Vincent DeFilippi, MD
Reese, Sarah, PA-C	Physician Assistant – Ortho Surgery	Surgery	Bert Tardieu, MD John Bonano, MD Allen Hershey, MD Justin Swan, MD

Modification of Privileges:

NAME	SPECIALTY	DEPT	PRIVILEGE CHANGE
Allen, Kamron, PA-C	Physician Assistant - Cardiology	Medicine	Relinquishment of Surgical Special Procedures

Change of Supervising Physician:

NAME	SPECIALTY	SUPERVISING PHYSICIAN
Allen, Kamron, PA-C	Cardiology	Adding: James Joye, DO Removing: Matthew Romans, MD; Travis Holcombe, MD and Jeremy Silk, MD

Staff Status Modifications:

APPLICANT	SPECIALTY	STATUS CHANGE
Romans, Helena, NP	Surgery	Leave of Absence effective 4/60/2026

Policies/Procedures/Plans:

1. Bloodborne Pathogen Exposure Control Plan
2. Information Management Program Plan
3. Restraints

Informational Items:

I. Committee Reports:

- a. Credentials Committee
- b. Interdisciplinary Practice Committee
- c. Medical Staff Excellence Committee
- d. Quality and Safety Committee

II. Other Reports:

- a. Summary of Executive Operations Committee Meetings
- b. Summary of Medical Staff Department/Committee Meetings March 2026
- c. Medical Staff Statistics Year to Date
- d. Financial Update February 2026
- e. Executive Updates
- f. HCAHPS Update April 2, 2026

Salinas Valley Health Medical Center

Clinical Privileges Delineation Obstetrics & Gynecology

Applicant Name: _____

Scope: Obstetrics & Gynecology, Female Pelvic Medicine and Reconstructive Surgery (Urogynecology), Gynecologic Oncology, and Maternal Fetal Medicine: New applicants for all privileges will be required to provide documentation of the number and types of hospital cases within the past 24 months. Applicants have the burden of producing information deemed adequate by the Hospital for a proper evaluation of current competence, and other qualifications and for resolving any doubts.

Physicians involved in the evaluation and management of cancer patients must be either Board Certified, in the process of becoming board certified; **OR** demonstrate ongoing cancer-related education by documenting 12 CME hours annually.

General Privileges Statement:

Clinically privileged individuals who have been determined to meet criteria within their practice specialty are permitted to admit, evaluate, diagnose, treat, and provide consultation independent of patient age, and where applicable, provide surgical and therapeutic treatment within the scope of those clinical privileges and to perform other procedures that are extensions of those same techniques and skills. In the event of an emergency, any credentialed individual is permitted to do everything reasonably possible regardless of department, staff status or clinical privileges, to save the life of a patient or to save a patient from serious harm as is outlined in the Medical Staff Bylaws.

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

Initial Appointment:

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

AND

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

AND

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

Reappointment Criteria for Core Obstetrical Privileges:

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

AND

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

AND

- 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.

Obstetrics Core Privileges (*check box if requested*)

Requested

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

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

Initial Appointment:

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

AND

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

Reappointment Criteria for Core Gynecologic Privileges:

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

AND

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

Gynecology Core privileges (*check box if requested*)

Requested

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

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

Initial Appointment:

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

AND

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

AND

- Physicians involved in the evaluation and management of cancer patients must be either Board Certified, in the process of becoming board certified; **OR** demonstrate ongoing cancer-related education by documenting 12 CME hours annually.

Reappointment Criteria for Core Gynecologic Oncology Privileges:

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

AND

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

AND

- Physicians involved in the evaluation and management of cancer patients must be either Board Certified, in the process of becoming board certified; **OR** demonstrate ongoing cancer-related education by documenting 12 CME hours annually.

Gynecologic Oncology Core privileges (*check box if requested*)

Requested

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

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

Initial Appointment:

- The same as for gynecology

AND

- Successful completion of an ABOG-approved fellowship in female pelvic medicine and reconstructive surgery/urogynecology or AOA–approved fellowship in female pelvic medicine and reconstructive surgery.

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

- Required current experience:** At least 25 female pelvic medicine and reconstructive surgical procedures, reflective of the scope of privileges requested, within the past 24 months.

Reappointment Criteria for Core Urogynecology Privileges:

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

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

Requested

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

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

Initial Appointment:

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

And

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

Reappointment Criteria for Core Maternal Privileges:

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

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

Requested

Admit, evaluate, diagnose, treat and provide consultation to female patients with medical and surgical complications of pregnancy such as maternal cardiac, pulmonary, metabolic, connective tissue disorders, and fetal malformations, conditions, or disease. The core privileges in this specialty include the procedures on the attached list and such other procedures that are extensions of the same techniques and skills: 2nd trimester amniocentesis, level 2 & 3 obstetrical ultrasound, chorionic villus sampling, and transvaginal and intra-abdominal cerclage placement.

Core Proctoring Requirements: Core proctoring requirements include direct observation or concurrent and/or retrospective review as per proctoring policy contained in the Medical Staff General Rules and Regulations. At least one (1) laparoscopic procedure must be proctored as part of core requirements.

OBSTETRICAL PROCTORING REQUIREMENTS FOR DELIVERIES

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

Special Procedures/Privileges

Qualifications: To be eligible to apply for a special procedure privilege listed below, the applicant must demonstrate successful completion of an approved and recognized course or acceptable supervised training in residency, fellowship, or other acceptable experience; and provide documentation of competence in performing that procedure consistent with the criteria set forth below.

Proctoring of Special Procedure Privileges: These special procedure-proctoring requirements must be met in addition to the core proctoring requirements described on page one of this privilege form.

Applicant: Place a check mark in the (R) column for each privilege requested. New applicants must provide documentation of the number and types of hospital cases during the past 24 months.

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

Note: If recommendations for clinical privileges include a condition, modification or are not recommended, the specific condition and reason for same must be stated on the last page of this form.

Applicant: Check box marked “R” to request privileges

R	A	C	N	Procedure	Initial Appointment	Proctoring	Reappointment
				Moderate-Sedation	<p>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.</p>	+	<p>Current ACLS-Certification AND Completion of written moderate-sedation-exam with minimum-75% correct AND Performance of at least two (2)-Cases within the past 24 months</p>

ADVANCED LAPAROSCOPY CRITERIA:

Applicant: Check box marked "R" to request privileges

R	A	C	N	Procedure	Initial Appointment	Proctoring	Reappointment
				Laparoscopic Burch (Laparoscopic Urethropexy)	Unrestricted "Operative laparoscopy" privileges AND Residency training in the advanced privilege requested or an approved, recognized hands-on course in the advanced procedure when such a course exists AND Privileges in the same procedure by laparotomy. Applicant much submit documentation of having assisted on or performed at least four (4) cases within the past 24 months for each procedure requested.	1 case proctored by a staff member with unrestricted laparoscopic burch privileges.	Documentation of successful performance of at least two (2) cases within the past 24 months
				Laparoscopic Lymph Node Biopsy or Excision	Unrestricted "Operative laparoscopy" privileges AND Residency training in the advanced privilege requested or an approved, recognized hands-on course in the advanced procedure when such a course exists AND Privileges in the same procedure by laparotomy. Applicant much submit documentation of having assisted on or performed at least four (4) cases within the past 24 months for each procedure requested.	1 case proctored by a staff member with unrestricted laparoscopic lymph node biopsy or excision privileges.	Documentation of successful performance of at least four (4) cases within the past 24 months
				Laparoscopic Uterosacral Nerve Excision or Ablation	Unrestricted "Operative laparoscopy" privileges AND Residency training in the advanced privilege requested or an approved, recognized hands-on course in the advanced procedure when such a course exists AND Privileges in the same procedure by laparotomy. Applicant much submit documentation of having assisted on or performed at least four (4) cases in the past 2 years for each procedure requested.	1 case proctored by a staff member with unrestricted laparoscopic uterosacral nerve excision or ablation privileges.	Documentation of successful performance of at least four (4) cases within the past 24 months

Applicant: Check box marked "R" to request privileges

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

Salinas Valley Memorial Healthcare System

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

Obstetrics

1. Amnio infusion
2. Amniotomy
3. Amniocentesis, 3rd trimester
4. Induction of labor
5. Application of internal fetal and uterine monitors
6. Augmentation and induction of labor by use of Oxytocin
7. Caesarean hysterectomy
8. Caesarean section
9. Cervical biopsy or conization of cervix in pregnancy
10. D&C for 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. Manual removal of placenta
15. Obstetrical ultrasound (limited)
16. Operative vaginal delivery (including forceps, vacuum extraction, breech extraction)
17. Postpartum D&C
18. Pudendal and paracervical blocks
19. Repair of fourth-degree perineal lacerations
20. Repair of cervical, vaginal or vulvar lacerations

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

1. *Adnexal surgery(including ovarian cystectomy, oophorectomy, salpingectomy, and conservative procedures for treatment of ectopic pregnancy)
2. *Anterior and posterior colporrhaphy and perineorrhaphy
3. ***Basic Operative laparoscopy:**
 - a. Diagnostic Laparoscopy
 - b. Tubal Sterilization
 - c. Management of ectopic pregnancy
 - d. Simple ovarian cysts
 - e. Adhesiolysis
 - f. Excision of and/or fulguration of endometriosis
 - g. Oophorectomy and/or salpingectomy
4. Cervical biopsy
5. *Closure or repair of enterocele
6. *Colpoplasty
7. Colposcopy
8. Cystoscopy as part of gynecological procedure
9. D&C
10. Endometrial ablation
11. *Exploratory laparotomy for pelvic disorders
12. *Hysterectomy:
 - a. Abdominal
 - b. Vaginal

- c. Laparoscopic Assisted Vaginal (LAVH)
 - d. Total Laparoscopic
 - e. Laparoscopic Suprecervical
13. Hysteroscopy
 14. I&D of Bartholin cyst or perineal abscess
 15. *I&D of pelvic abscess
 16. Incidental appendectomy
 17. Marsupialization or excision of Bartholin cyst
 18. *Metroplasty
 19. *Myomectomy
 20. Operations for sterilization (tubal ligation)
 21. *Repair of rectocele, enterocele, cystocele, or pelvic prolapse (to include sphincteroplasty)
 22. Treatment/Management of ectopic pregnancy
 23. Umbilical hernia repair
 24. *Vaginal hysterectomy
 25. Vulvar biopsy
 26. Vulvectomy, simple

Gynecologic Oncology:

1. Chemotherapy for GYN malignancies; central venous vascular and intraperitoneal access port insertion
2. Cystoscopy with or without biopsy and/or ureteral stenting; sigmoidoscopy; hysteroscopy
3. Hysteroscopy
4. Gynecologic ultrasound
5. Myocutaneous flaps, skin grafting
6. Para aortic and pelvic lymph node dissection
7. Pelvic exenteration
8. Radical hysterectomy, vulvectomy and staging by lymphadenectomy
9. Radical surgery for treatment of gynecological malignancy (to include procedures on bowel, ureter, bladder, as indicated)
10. Treatment of invasive carcinoma of the vagina by radical vaginectomy (and other related surgery)
11. Treatment of invasive carcinoma of vulva by radical vulvectomy (with groin dissection)
12. Treatment of malignant disease with chemotherapy (to include gestational trophoblastic disease)

Urogynecology: Female pelvic medicine and reconstructive surgery:

Continence procedures for genuine stress incontinence

1. Long-needle procedures (e.g., Pereyra, Raz, Stamey, Gittes, Muzsnai)
2. Periurethral bulk injections
3. Sling procedures (e.g., fascia lata, rectus fascia, heterologous materials, vaginal wall)
4. Synthetic mid-urethral slings
5. Vaginal urethropexy (e.g., bladder neck plication, vaginal paravaginal defect repair)

Procedures for overflow incontinence due to anatomic obstruction following continence surgery

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

Other surgical procedures for treating urinary incontinence

1. Sacral nerve stimulator implantation
2. Urethral closure and suprapubic cystotomy
3. Cystoscopic botox injection
4. Sacrospinous fixation

Genital prolapse procedures

1. Abdominal or Laparoscopic (closure or repair of enterocele, paravaginal repair, uterosacral ligament suspension)
2. Vaginal (transvaginal hysterectomy with or without colporrhaphy, anterior and posterior colporrhaphy and perineorrhaphy, paravaginal repair, Manchester operation, enterocele repair, vagina vault suspension, colpocleisis, retrorectal levator plasty and postanal repair)
3. Placement of transvaginal mesh for prolapse
4. Sacrocolpopexy (laparoscopic or open)
5. Anal incontinence procedures:
 - a. Anal sphincteroplasty
 - b. Sacral nerve stimulator implantation
6. Colpoceleisis
7. Sacrosphous Ligament Fixation
8. Paravaginal Repair (vaginal, open or laparoscopic)
9. Revision or removal of vaginal mesh

Diagnostic Procedures and other

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

Treatment of pelvic and bladder pain

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

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

Maternal Fetal Medicine

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

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

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

Procedures:

Amniocentesis

Targeted obstetric ultrasound

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

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

Applicant Signature:

Date:

Acknowledgment of practitioner

I have requested only those privileges for which by education, training, current experience, and demonstrated performance I am qualified to perform, and that I wish to exercise at Salinas Valley Health Medical Center. I further submit that I have no health problems that could affect my ability to perform the privileges I am request. I also understand that:

- (a) In exercising any clinical privileges granted, I am constrained by hospital and medical staff Bylaws, Rules and Regulations, and policies applicable generally and any applicable to the particular situation,
- (b) Any restriction on the clinical privileges granted to me is waived in an emergency situation and in such a situation my actions are governed by the applicable section of the medical staff bylaws or related documents.

Applicant Signature Date

*****Department Chair’s Recommendation*****

I have reviewed the requested clinical privileges and supporting documentation for the above-named applicant and make the following recommendation(s):

<input type="checkbox"/> Recommend all requested privileges
<input type="checkbox"/> Recommend all requested privileges with the following conditions/modifications:
<input type="checkbox"/> Do not recommend the following requested privileges:

Privilege	Condition/Modification/Explanation
1.	
2.	
3.	
4.	
Notes:	

Department Chair Signature Date



Salinas Valley Health Taylor Farms Family Health & Wellness Center (TFFH&WC)
Delineation of Ambulatory Procedural Privileges

Applicant Name: _____

Qualifications:

- Membership with unrestricted privileges at Salinas Valley Health Medical Center in:
- Cardiology
- Endocrinology/Diabetes Care
- Gastroenterology
- General Surgery
- Orthopedic Surgery
- Obstetrics and Gynecology
- Podiatry
- Rheumatology
- Sleep Medicine
Evidence of current BLS Certification (at minimum)

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.

Applicant Check Box to Request Privileges:

[] Cardiology Core Privileges: Assess, evaluate, diagnose, treat and provide consultation to patients presenting to TFFHWC with diseases of the heart, lungs, and blood vessels and manage complex cardiac conditions such as atherosclerosis, heart failure, acute coronary syndromes, coronary and valvular heart disease, and life threatening cardiac arrhythmias.. Other core procedures include ECG interpretation, transthoracic echocardiography and electrocardiology monitoring interpretation.

[] Endocrinology Core Privileges: Assess, evaluate, diagnose, treat and provide consultation to patients who present to TFFHWC with injuries, or disorders of the endocrine glands such as thyroid and adrenal glands, and metabolic and nutritional disorders, diabetes mellitus, calcium and bone disorders, pituitary diseases, and menstrual and sexual problems. Interpretation of immunoassays; and radionuclide, ultrasound, radiologic, and other imaging studies and basic laboratory techniques. Performance of fine needle aspiration of the thyroid.

[] Gastroenterology Core Privileges: Assess, evaluate, diagnose, treat and provide consultation to patients who present to TFFHWC with diseases, injuries, and disorders of the digestive organs including the stomach, bowels, liver and gallbladder, and related structures such as the esophagus, and pancreas

**General Surgery Core Privileges:**

Assess, evaluate, diagnose, consult, and provide pre and post-operative care to patients who present to TFFHWC, to correct or treat various conditions, diseases, disorders, and injuries of the alimentary tract, abdomen and its contents, extremities, breast, skin and soft tissue, head and neck, vascular and endocrine systems. Core privileges include wound care, biopsies, incision & drainage and such other procedures that are extensions of the same techniques and skills.

**Orthopedic Surgery Core Privileges:**

Assess, evaluate, diagnose, provide consultation and care to patients who present to TFFHWC, to correct or treat various conditions, illnesses and injuries of the extremities, spine, and associated structures by medical and physical means including but not limited to congenital deformities, trauma, infections, tumors, metabolic disturbances of the musculoskeletal system, deformities, injuries, and degenerative diseases of the hands, feet, knee, hip, shoulder, and elbow including primary and secondary muscular problems and the effects of central or peripheral nervous system lesions of the musculoskeletal system. Core privileges include wound care, biopsies and such other procedures that are extensions of the same techniques and skills.

**Obstetrics/Gynecology Core Privileges:**

Assess, evaluate, diagnose, treat and provide consultation to pregnant (≥ 12 week pregnancy) patients who present to TFFHWC and provide medical care of the female reproductive system, including major medical diseases that are complicating factors in pregnancy.

**Podiatry Core Privileges:**

Assess, evaluate and treat patients who present to TFFHWC with podiatric problems/conditions of the digital, forefoot, and simple rearfoot to include all soft tissue and bony procedures involving the phalanges and metatarsal bones distal to the tarso-metatarsal joint; all soft tissue and bony procedures involving the cuneiform, navicular, and cuboid bones distal to the midtarsal joint. Core privileges include wound care, incision & drainage and such other procedures that are extensions of the same techniques and skills.

**Rheumatology Core Privileges:**

Assess, evaluate, diagnose, treat and provide consultation to patients presenting to TFFHWC with diseases of the joints, muscle, bones and tendons including but not limited to arthritis, back pain, muscle strains, common athletic injuries, auto-immune vasculitis and auto-immune collagen diseases. Other core procedures include diagnostic aspiration of synovial fluid from diarthrodial joints, bursae, and tenosynovial structures and therapeutic injection of diarthrodial joints, bursae, tenosynovial structures and entheses, arthrocentesis.

**Sleep Medicine Core Privileges:**

Evaluate, diagnose, provide consultation and treat patients presenting with conditions or disorders of sleep, e.g., sleep-disordered breathing, circadian rhythm disorders, insomnia, parasomnias, narcolepsy, restless leg syndrome. The core privileges in this specialty include the procedures and such other procedures that are extensions of the same techniques and skills:

- polysomnography (PSG) (including sleep stage scoring),
- multiple sleep latency testing (MSLT),
- actigraphy,
- sleep log interpretation,
- home/ambulatory testing,
- maintenance of wakefulness testing (MWT),
- oximetry,
- monitoring with interpretations of EKG, EEG, EOG, EMG, Airflow, Oxygen, saturation, limb movements, thoracic and abdominal movements, CPAP/BiPAP, ASV and VADAPT titration.

Core Proctoring Requirements:

Proctoring is waived for those applicants who have successfully completed the Provisional Staff proctoring requirements at SVHMC.

Reappointment Criteria for Core Privileges:

- Documentation of a minimum of 10 patient contacts per year at TFFHWC or at Salinas Valley Health Medical Center
- Membership with unrestricted privileges at Salinas Valley Health Medical Center in:
 - Cardiology
 - Endocrinology/Diabetes Care
 - Gastroenterology
 - General Surgery
 - Orthopedic Surgery
 - Obstetrics and Gynecology
 - Podiatry
 - Sleep Medicine
 - Rheumatology
- Evidence of current BLS Certification (at minimum)

Practitioners who do not meet the criteria above and who cannot provide acceptable documentation of current competence from another facility, will not qualify to reapply.

ACKNOWLEDGEMENT OF THE PRACTITIONER:

I have requested only those privileges for which my education, training, current experience and demonstrated performance I am qualified to perform, and that I wish to exercise at Salinas Valley Health Medical Center, and I understand that in exercising clinical privileges granted, I am constrained by hospital and medical staff policies and rules applicable generally and any applicable to the particular situation; 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.

Signature of Applicant: _____ Date: _____

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

*****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



Origination 4/29/2021
Approved N/A
Expires 1 year after approval

Owner Melissa Deen:
Manager
Infection
Prevention
Area Plans and
Program

Bloodborne Pathogen Exposure Control Plan

I. SCOPE

- A. Employers must implement an exposure control plan to reduce or eliminate the hazards of occupational exposure to bloodborne pathogens. The plan should contain detailed information on measures to protect employees. It should also describe how an employer will use engineering and work practice controls, personal protective clothing and equipment, employee training, medical surveillance, hepatitis B vaccinations, and other provisions as required by OSHA's Bloodborne Pathogens Standard (29 CFR 1910.1030).
- B. The standard states what employers must do to protect workers who are occupationally exposed to blood or other potentially infectious materials (OPIM), as defined in the standard. That is, the standard protects workers who can reasonably anticipate coming into contact with blood or OPIM while performing their job duties.

C. OBJECTIVES/GOALS

1. Objectives

- a. The objective of the Salinas Valley Health Medical Center (SVHMC) Bloodborne Pathogen Exposure Control Plan is to comply with the Occupational Safety and Health Administration's (OSHA) Bloodborne Pathogens Standard, 29 CFR 1910.1030, and to eliminate or minimize employee occupational exposure to blood, certain *other* bodily fluids, or other potentially infectious materials as defined below:
 - i. Blood means human blood, human blood components, and products made from human blood.
 - ii. Bodily fluids means semen, vaginal secretions, cerebrospinal fluid, synovial fluid, pleural fluid, pericardial fluid, peritoneal fluid, amniotic fluid, saliva in dental procedures, body fluid that is visibly contaminated with blood, and all body fluids in situations where it is difficult or impossible to differentiate

between body fluids.

- iii. Other potentially infectious materials mean any unfixated tissue or organ (other than intact skin) from a human (living or dead), and human immunodeficiency virus (HIV)-containing cell or tissue cultures, organ cultures, and HIV- or hepatitis B virus (HBV)-containing culture medium or other solutions; and blood, organs, or other tissues from experimental animals infected with HIV or HBV.
- iv. **Reference:** [BLOOD BORNE PATHOGEN EXPOSURE GUIDELINES: EMPLOYEES, FIRST RESPONDERS, PATIENTS & VISITORS](#)

II. Background

OSHA requires employers to identify situations and job classifications in which employees may be exposed to blood or other potentially infectious materials, and to provide protection to these employees in the form of engineering controls, personal protective equipment, training, and risk reduction.

III. Assignment Of Responsibility

A. Program Administrator

1. Infection Prevention in collaboration with Employee Health Services shall manage the Bloodborne Pathogen Exposure Control Plan for SVHMC and maintain all records pertaining to the plan.

B. Management

1. SVHMC will provide adequate controls and equipment that, when used properly, will minimize or eliminate risk of occupational exposure to blood or other potentially infectious materials. These shall be provided at no cost to the employees. SVHMC management will ensure proper adherence to this plan through periodic audits.

C. Supervisors

1. Supervisors shall themselves follow and ensure that their employees are trained in *and* use of proper work practices, standard precautions, the use of personal protective equipment, and proper cleanup and disposal techniques.

D. Employees

1. Employees are responsible for employing proper work practices, standard precautions, and personal protective equipment and cleanup/disposal techniques as described in this plan. Employees are also responsible for reporting all exposure outlined in this plan to their direct supervisor and EHS immediately. If this is off hours and /or the direct supervisor / EHS is unavailable, then reporting is to the Administrative Supervisor.

E. Contractors

1. Contract employees such as, but not limited to medical staff members, travelers,

security personnel, etc., are responsible for complying with this plan, and shall be provided the training described herein during orientation.

IV. Exposure Determination

All job classifications and locations in which employees may be expected to incur occupational exposure to blood or other potentially infectious materials, based on the nature of the job or collateral duties, regardless of frequency, shall be identified and evaluated by Infection Prevention & Control / EHS. This list shall be updated as job classifications or work situations change. Exposure determination shall be made without regard to the use of personal protective equipment.

A. Category I

1. Job classifications in which employees are exposed to blood or other potentially infectious materials on a regular basis, and in which such exposures are considered normal course of work, fall into Category I. Outlined in this plan is a list of the types of jobs and the locations in which the work will be performed (see Attachment A).

B. Category II

1. Job classifications in which employees may have an occasional exposure to blood or other potentially infectious materials, and in which such exposures occur only during certain tasks or procedures that are collateral to the normal job duties, fall into Category II. Outlined in this plan is a list of the types of jobs and the locations in which the work may be performed (see Attachment B).

V. Implementation Schedule And Methodology

A. Compliance Methods

1. Standard precautions

- a. Standard precautions (formally "universal precautions") shall be used at SVHMC to prevent contact with blood or other potentially infectious materials. All blood or other potentially infectious materials shall be considered infectious, regardless of the perceived status of the source individual.

2. Engineering Controls

- a. The engineering and work practice controls listed below shall be used to minimize or eliminate exposure to employees at SVHMC.
 - i. Sharps containers, bio-safety cabinets, safety needles, needleless systems, gowns, gloves, eye protection, etc. are to be used in accordance with training and policy as a first line of protection.
- b. The following schedule shall be followed to review the effectiveness of the engineering controls:
 - i. Engineering controls that assist in the prevention of exposure will be reviewed during policy review and /or earlier as needed or

required by regulatory guideline changes.

- c. Where occupational exposure remains after SVHMC institution of these controls, personal protective equipment shall also be used.

3. Needles

- a. Except as noted below, contaminated needles and other sharps shall not be bent, recapped, removed, sheared, or purposely broken. Contaminated sharps shall be placed immediately, or as soon as possible, after use into appropriate sharps containers. All disposable sharps containers shall be puncture resistant, labeled with a biohazard label, and leak-proof.

4. Containers for Reusable Sharps

- a. Contaminated sharps that are reusable shall be placed immediately, or as soon as possible, after use into appropriate sharps containers. All reusable sharps containers shall be puncture resistant, labeled with a biohazard label, and leak-proof.
 - i. Sharps containers are readily available in all clinical areas at SVHMC. Environmental Service (EVS) is responsible for the removal and replacement of sharps containers. Sharps containers are to be replaced when $\frac{3}{4}$ full.

5. Sharps Injury Log

- a. A needle stick or sharps injury log shall be maintained by EHS and will reflect the standards of 29 CFR 1910.1030(h)(5) and will include the following information for each incident:
 - i. date of incident
 - ii. type and brand of device involved
 - iii. department or area of incident occurred
 - iv. explanation of how of the incident occurred
- b. The log shall be retained for the period required by 29 CFR 1904.33, which at the time of this review is (5) years following the end of the calendar year that these records cover.

6. Hand Washing Facilities

- a. Hand washing facilities are made available and are readily accessible to all HCW who may incur exposure to blood or other potentially infectious materials. Where hand washing facilities are not feasible, SVHMC will provide an antiseptic alcohol based cleanser in conjunction with clean cloth/paper towels. Such areas include:
 - i. Engineering office / areas, waste management disposal areas, non-clinical areas, buildings and unit are provided with SVHMC approved alcohol based hand sanitizer.
- b. When these alternatives are used, employees shall wash their hands with

soap and running water as soon as feasible.

7. Work Area Restrictions

- a. In work areas where there is a reasonable risk of exposure to blood or other potentially infectious materials, employees shall NOT have food, water containers without leak proof/sealed lids (examples not to be used: no disposable paper coffee cups with open lids or drink containers with straws), apply cosmetics or lip balm, or handle contact lenses. All drink containers MUST be spill proof, and each department MUST determine a location for hydration stations. Drinks are NOT allowed on equipment, including WOWs. NO Food and beverages shall be kept in refrigerators, freezers, shelves, cabinets, or on counter tops or bench tops where blood or other potentially infectious materials may be present.
- b. Mouth pipetting or suctioning of blood or other potentially infectious materials is *strictly prohibited*.
- c. All processes and procedures shall be conducted in a manner that will minimize splashing, spraying, splattering, and generation of droplets of blood or other potentially infectious materials.
 - i. Covers will be used on centrifuges'; eye protection will be utilized when exposure to splashes is expected/anticipated to occur.

8. Specimens

- a. Each specimen of blood or other potentially infectious material shall be placed in a container that will prevent leakage during the collection, handling, processing, storage, and transport of the specimen.
- b. Specimen containers shall be labeled or color-coded in accordance with the requirements of the OSHA standard and per SVHMC applicable policies.
- c. Any specimens that could puncture a primary container shall be placed within a secondary puncture-resistant container. If outside contamination of the primary container occurs, the primary container shall be placed within a secondary container that will prevent leakage during handling, processing, storage, transport, or shipping of the specimen.

9. Contaminated Equipment

- a. Bio-medical services, Engineering, Materials Management and Sterile Processing shall ensure that equipment that has become contaminated with blood or other potentially infectious materials is examined prior to servicing or shipping. Contaminated equipment shall be decontaminated, unless decontamination is not feasible. Contaminated equipment shall be tagged and labeled as such.

10. Personal Protective Equipment (PPE)

- a. PPE Provision
 - i. Personal protective equipment shall be chosen based on the

anticipated exposure to blood or other potentially infectious materials. Protective equipment shall be considered appropriate only if it does not permit blood or other potentially infectious materials to pass through or reach an employees' clothing, skin, eyes, mouth, or other mucous membranes under normal and proper conditions of use and for the duration of time that the equipment will be used.

- ii. Follow AAMI levels as noted:
[CDC, NIOSH Personal Protective Equipment information for ANSI/AAMI PB70:2022](#)
- iii. A list of personal protective equipment and associated tasks for SVHMC can be found in [2025-2026 SVHMC JOB TITLES RELATED TO EXPOSURE](#) of this plan.

b. PPE Use

- i. Infection Prevention, EHS, Directors, Managers and supervisors shall ensure that employees use appropriate PPE. In cases where an employee temporarily and briefly declines to use PPE because, in the employee's professional judgment, its use may prevent delivery of healthcare or pose an increased hazard to the safety of the worker or co-worker, then the Director shall investigate and document the situation and work with EHS and IP to determine whether changes can be instituted to prevent such occurrences in the future.

c. PPE Accessibility

- i. SVHMC shall ensure that appropriate PPE in the necessary sizes is readily accessible at the work site or is issued at no cost to employees. Hypoallergenic gloves, glove liners, or other similar alternatives shall be readily accessible to those employees who are allergic to the gloves normally provided.

d. PPE Cleaning, Laundering and Disposal

- i. All garments non-disposable PPE, penetrated by blood or other potentially infectious materials shall be removed immediately or as soon as feasible. All PPE will be removed before leaving the work area. When PPE is removed, it will be placed in appropriately designated areas or containers for storage, washing, decontamination, or disposal.
- ii. All PPE will be cleaned, laundered, and disposed of by SVHMC / contracted laundry vendor, at no cost to the employees.

e. Types of PPE

i. Gloves

- a. Disposable gloves are not to be washed or decontaminated for re-use, and are to be replaced as

soon as possible when they become contaminated, or directly after use. Gloves that become torn or punctured (or their ability to function as a barrier is otherwise compromised) shall be replaced immediately or as soon as feasible.

- b. Utility gloves may be decontaminated for re-use if the integrity of the glove is uncompromised. Utility gloves shall be disposed of properly if they are cracked; peeling, torn, punctured, or they exhibit other signs of deterioration or inability to function as a barrier without compromise.

ii. Eye and Face Protection

- a. Masks worn in combination with eye protection devices (such as goggles or glasses with solid side shield, or chin-length face shields) are required when the occurrence of splashes, splatters, or droplets of blood or other potentially infectious materials can reasonably be anticipated to contaminate an employee's eye, nose, or mouth. Situations at SVHMC where eye and face protection is required include:

- i. Any area during procedures that may expose the HCW to Blood borne pathogen to include ancillary depts. such as laboratory, diagnostic Imaging, etc.

iii. Other PPE

- a. Additional protective clothing (such as lab coats, gowns, aprons, clinic jackets, or similar outer garments) shall be worn in instances when gross contamination can reasonably be expected. The following situations require additional protective clothing:

- i. Central sterile, Laboratory, Pathology / Histology, Endoscopy, Surgery

B. Housekeeping

1. This facility shall be cleaned and decontaminated regularly, as needed in the event of a gross contamination and per Environmental Services dept. process / policy. All contaminated work surfaces; bins, pails, cans, and similar receptacles shall be inspected and decontaminated regularly as described in [Matrix of Department-related Tasks & Procedures Involving Occupational Exposure & Exposure Controls](#).
2. Any potentially contaminated glassware shall not be picked up directly with the hands. Reusable sharps that are contaminated with blood or other potentially infectious materials shall not be stored or processed in a manner that requires employees to reach by hand into the containers where sharps are placed.

C. Regulated / Biological Waste Disposal

1. Disposal of all regulated /biological waste shall be in accordance with applicable federal, state, and local regulations.

a. Sharps

- i. Contaminated sharps shall have safety device engaged by user and discarded immediately or as soon as feasible in containers that are close-able, puncture resistant, leak proof on sides and bottom, and labeled or color-coded.
- ii. During use, containers for contaminated sharps shall remain upright throughout use, shall be easily accessible to employees, and shall be located as close as feasible to the immediate area where sharps are used or can be reasonably anticipated to be found (including laundry areas).
- iii. When moving sharps containers from the area of use, the containers shall be closed /locked immediately prior to removal or replacement to prevent spillage or protrusion of contents during handling, storage, transport, or shipping. Sharps containers shall be placed in a secondary container if leakage of the primary container is possible. The second container shall be close-able, constructed to contain all contents, and shall prevent leakage during handling, storage, transport, or shipping. The secondary container shall be labeled or color-coded to identify its contents.
- iv. Reusable containers shall not be opened, emptied, or cleaned manually or in any other manner that would expose employees to the risk of percutaneous injury.

b. Other Regulated Waste

- i. Other regulated waste shall be placed in containers that are close-able, constructed to contain all contents, and will prevent leakage of fluids during handling, storage, transportation, or shipping.
- ii. All waste containers shall be labeled or color-coded and closed prior to removal to prevent spillage or protrusion of contents during handling, storage, transport, or shipping.

D. Laundry

1. Laundry contaminated with blood or other potentially infectious materials shall be handled as little as possible. Contaminated laundry shall not be sorted or rinsed in the area of contamination and is to be placed into dirty linen. All laundry is to be considered potentially contaminated and standard precautions are to be utilized. Example: wear gloves if visibly soiled, hold laundry away from body, and place into soiled linen container.
2. The designated laundry facility utilizes standard precautions for blood / body fluid

contamination. The facility is visited by EVS and /or Infection Prevention every year or more as indicated to assure all applicable regulatory standards are met.

VI. Hepatitis B Vaccines and Post-Exposure Evaluation and Follow Up

A. General

1. SVHMC will make the Hepatitis B vaccine available to all employees who have the occupational exposure, as well as post-exposure follow up to employees who have experienced an exposure incident.
2. SVHMC shall ensure that all medical evaluations and procedures involved in the Hepatitis B vaccine and post-exposure follow up, including prophylaxis are:
 - a. made available at no cost to the employee;
 - b. made available to the employee at a reasonable time and place;
 - c. performed by or under the supervision of a licensed physician or other licensed healthcare professional; and
 - d. Provided in accordance with the recommendations of the United States Public Health Service, and in accordance with California Public Health guidelines.
Ensure laboratory tests are conducted by an accredited laboratory at no charge to the employee.

B. Hepatitis B Vaccination

1. EHS, in collaboration with Infection Prevention, shall manage the Hepatitis B vaccination program.
 - a. Category I Employees
 - i. The Hepatitis B vaccination shall be made available to an affected Category I employee after he or she has received training in occupational exposure and within 10 working days of initial assignment to job duties that involve exposure. Exceptions to the administration of the Hepatitis B vaccination include situations where an employee has previously received the complete Hepatitis B vaccination series, antibody testing has revealed that the employee is immune, or the vaccine is contraindicated for medical reasons or the employee documents declination.
 - ii. Participation in a pre-screening program shall not be a prerequisite for an affected employee to receive the Hepatitis B vaccination. If an employee initially declines the Hepatitis B vaccination, but later decides to accept the vaccination and is still covered under the OSHA standard, the vaccination shall then be made available.
 - iii. All employees who decline the Hepatitis B vaccination shall sign

a waiver indicating their refusal as required by OSHA. SVHMC will follow guidelines for Hepatitis B vaccination imposed by the United States Public Health Service and /or the California Department of Public Health.

b. Category II Employees

- i. The Hepatitis B vaccination series shall be made available and administered to Category II employees as per CDC and OSHA guidelines. All employees who decline the Hepatitis B vaccination shall sign a waiver indicating their refusal.

C. Post-Exposure Evaluation and Follow Up

1. Employees must report all exposure incidents to their immediate supervisor and EHS immediately or as soon as possible but within 1 hour of incident. If the exposure occurs off hours/ holiday/weekend, then the employee is to notify Administrative Supervisor immediately if EHS is unavailable. The Administrative Supervisor will investigate and document each exposure incident for follow up by EHS. Following a report of an exposure incident, the exposed employee shall immediately receive a confidential post-exposure evaluation and follow up, to be provided by EHS and /or SVHMC Emergency Department. The post-exposure evaluation and follow up shall include the following elements, at a minimum:
 - a. Documentation of the route of exposure, and the circumstances under which the exposure occurred.
 - b. Identification and documentation of the source individual, unless it can be established that identification is infeasible or prohibited by state or local law.
 - c. The source individual's blood shall be tested and documented as soon as feasible in order to determine Hepatitis B, Hepatitis C and HIV status.
 - d. When the source individual is already known to be infected with the Hepatitis B virus (HBV), Hepatitis C virus, (HCV) or human immunodeficiency virus (HIV), testing for the source individual's known HBV or HIV status need not be repeated. Hepatitis C virus testing may be indicated to determine viral load of patient at time of exposure.
 - e. Results of the source individual's testing shall be made available to the exposed employee, and the employee shall be informed of applicable laws and regulations concerning disclosure of the identity and infectious status of the source individual.
 - f. The exposed employee's blood and source patient blood shall be collected as soon as feasible and rapid tested for HIV prior to administration of prophylaxis exposure medications.
2. Employees that contract HIV or Hepatitis shall be de-identified as a "confidentiality case" on the OSHA 300 log this information will be maintained in the employee's file as confidential. Conversion rates will be reported in IC Committee and Environment of Care.

D. Information Provided to the Healthcare Professional

1. After an exposure incident involving an employee, EHS, shall ensure that the employee's post-exposure evaluation is completed, and referral initiated to an MD if patient and /or source has positive results. The following is to be provided to the treating provider:
 - a. a copy of 29 CFR 1910.1030, OHSA's Bloodborne Pathogen Standard, with emphasis on the confidentiality requirements contained therein;
 - b. a written description of the exposed employee's duties as they relate to the exposure incident;
 - c. written documentation of the route of exposure and circumstances under which the exposure occurred;
 - d. results of the source individual's blood testing, if available
 - e. All medical records relevant to the appropriate treatment of the employee, including vaccination status.

E. Healthcare Professionals Written Opinion

1. EHS shall obtain and provide the exposed employee a copy of the evaluating healthcare professionals written opinion within 15 days of completion of the evaluation.
2. The healthcare professionals written opinion for HBV vaccination shall be limited to whether HBV vaccination is indicated for the employees, and if the employee has received said vaccination.
3. The healthcare professionals written opinion for post-exposure follow up shall be limited to ONLY the following information:
 - a. Documentation that the employee has been informed of the results of the evaluation; and
 - b. Documentation that the employee has been informed of any medical conditions resulting from exposure to blood or other potentially infectious materials that require further evaluation or treatment.
4. Other findings or diagnosis resulting from the post-exposure follow up shall remain confidential and shall not be included in the written report.

VII. Labels and Signs

A. Environmental Services shall ensure that biohazard labels are affixed to containers of regulated waste, refrigerators, and freezers containing blood or other potentially infectious materials. Labels shall also be affixed to any other containers used to store, transport, or ship blood or other potentially infectious materials.

B. The labels shall be fluorescent orange or orange-red, and shall include the universal biohazard symbol. Red bags or containers with the universal biohazard symbol may be substituted for labels. However, regulated wastes must be handled in accordance with the rules and regulations of the entity with jurisdiction. Blood products that have been released for transfusion or other clinical use are exempted

from these labeling requirements.

VIII. Training

A. SVHMC shall ensure that training is provided to all new healthcare workers at new employee orientation. Training is provided by Infection Prevention. Training is repeated annually, or when there are any changes to tasks or procedures affecting an employee's occupational exposure. Training is interactive and shall include:

1. available copy of 29 CFR 1910.1030, OSHA's Bloodborne Pathogen Standard;
2. a discussion of the epidemiology and symptoms of Bloodborne diseases; an explanation of the modes of transmission of Bloodborne pathogens;
3. an explanation of SVHMC Bloodborne Pathogen Exposure Control Plan, and how employees can obtain a copy of the plan;
4. a description and recognition of tasks that may involve exposure;
5. an explanation of the use and limitations of the methods employed by SVHMC healthcare workers to reduce exposure (such as engineering controls, work practices, and personal protective equipment);
6. information about the types, use, location, removal, handling, decontamination, and disposal of personal protective equipment;
7. an explanation of the basis of selection of personal protective equipment;
8. information about the Hepatitis B vaccination (including efficacy, safety, method of administration, and benefits), as well as an explanation that the vaccination will be provided at no charge to the employee;
9. instruction on the appropriate actions to take and persons to contact in an emergency involving blood or other potentially infectious materials;
10. an explanation of the procedures to follow if an exposure incident occurs, including the method of reporting and medical follow up;
11. information on the post-incident evaluation and follow up required for all exposure incidents; and
12. An explanation of signs, labels, and color-coding systems.

B. The person conducting the training shall be knowledgeable in the subject matter.

IX. Record Keeping

A. Medical Records

1. EHS shall maintain medical records as required by 29 CFR 1910.1020. All records shall be kept confidential and shall be retained for at least the duration of employment plus 30 years.
2. Medical records shall include:
 - a. name of the employee;

- b. a copy of the employee's HBV vaccination status, including the dates of vaccination; and any other pertinent information related to ability to receive the HBV.
 - c. a copy of all results of examinations, medical testing, and follow-up procedures; and
 - d. a copy of the information provided to the healthcare professional, including a description of the employee's duties as they relate to an exposure incident, and documentation of the routes and circumstances of an exposure.
 - e. Training Records
- B. SVHMC Human Resource Department / Education Department shall maintain training records for three years from the date of training. Records shall be kept in SVHMC HR Department and shall include:
 - dates of the training sessions;
 - contents or summary of the training;
 - names and qualifications of persons conducting the training; and
 - Names and job titles of all persons attending the training sessions.
- C. Availability of Records
 - Whenever an employee (or designated representative) requests access to a record, EHS shall provide access to said employee's records in a reasonable time, place, and manner in accordance with 29 CFR 1910.1020(e). An employee (or designated representative) will only be given access to his or her own records.
- D. Evaluation and Review
- E. The Infection Prevention and Employee Health shall review this Bloodborne Exposure Control Plan for effectiveness at least annually and as needed to incorporate changes to the standard or changes in the work place.

X. References

A. [Bill Text - AB-2537 Personal protective equipment: health care employees.](#)

B. CA SB 275 refers to 90 emergency supply of PPE, but does state the below:

[Bill Text - SB-275 Health Care and Essential Workers: personal protective equipment.](#)

"(5) "Personal protective equipment" or "PPE" means protective equipment for eyes, face, head, and extremities, protective clothing, respiratory devices, and protective shields and barriers, including, but not limited to, N95 and other filtering facepiece respirators, elastomeric air-purifying respirators with appropriate particulate filters or cartridges, powered air purifying respirators, disinfecting and sterilizing devices and supplies, medical gowns and apparel, face masks, surgical masks, face shields, gloves, shoe coverings, and the equipment identified by or otherwise necessary to comply with Section 5199 of Title 8 of the California Code of Regulations."

Appendix A:

Cleaning and Decontamination Schedule Work Area/Equipment	Cleaning and Decontamination Frequency	Type of Cleaners or Supplies to be Used	Responsible Person
Trash containers	Disinfect all prior to returning to building	Hospital approved disinfectant	EVS
Red Containers	Disinfect all prior to returning to building	Hospital approved disinfectant	EVS
Large blue Recycle Containers	Disinfect when visibly dirty	Hospital approved disinfectant	EVS

Attachments

[2025-2026 SVHMC JOB TITLES RELATED TO EXPOSURE.pdf](#)

[SVHMC_Matrix of Department-related Tasks & Procedures Involving Occupational Exposure & Exposure Controls_2025.pdf](#)

Approval Signatures

Step Description	Approver	Date
MEC	Katherine DeSalvo: Director Medical Staff Services	Pending
Quality & Safety Committee	Lisa Pietro: Department Coordinator	4/2/2026
P&T or IPC	Kiri Golleher: Pharmacy Clinical Coordinator	10/13/2025
Policy Committees	Rebecca Alaga: Regulatory/ Accreditation Coordinator	9/26/2025
EH Director	Jill Peralta Cuellar: Director Employee Health	8/13/2025
Policy Owner	Melissa Deen: Manager Infection Prevention	7/30/2025

Standards

No standards are associated with this document

COPY



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Owner Audrey Parks:
Vice President
Information
Technology
Area Plans and
Program

Information Management Program Plan

I. SCOPE

- A. The primary purpose of the Information Management Plan is to provide a framework for the planning and designing of information management processes to meet Salinas Valley Health's internal and external information needs is critical for accuracy and completeness of data, integrity, and accessibility of data to meet our mission and objectives. This policy applies to all staff utilizing Salinas Valley Health information systems in conducting business on behalf of the healthcare system.

II. OBJECTIVES/GOALS

- A. The following comprehensive needs assessment factors are considered, as appropriate, in the development of an Information Management Plan in order to improve the flow of information and implement solutions at Salinas Valley Health (SVH):
 1. The healthcare system's size, structure, and complexity; the needs of information users, including and amongst governance, administration, leaders, and employees, departments, services, and programs, patients and patients' families, outside services and contractors, payers, purchasers and employers, regulatory, licensing and accrediting bodies while taking into consideration timely and easy access to complete information throughout SVH as allowed by law and our internal policies and procedures;
 2. The needs of information to support new construction and remodeling efforts as well as decision making processes;
 3. The systems and processes needed to ensure patient safety;
 4. The systems and processes needed to maintain compliance, privacy, security and integrity of health information that protects against loss, inappropriate access, damage, unauthorized alteration, unintentional change and accidental destruction;
 5. The data and information that the healthcare system's needs to support planning;

6. The data and information that is needed within and among departments, services and programs;
7. The data and information that is needed for participation in national research or their databases and education;
8. The relevant national and state guidelines for data set parity and data connectivity in interfacing information systems in order to use comparative data to collaborate and pursue improvement opportunities;
9. The healthcare system's internal and external transmission requirements needed to provide safe, quality care;
10. The healthcare system's reporting needs over time;
11. The data and information needed for effective continuous performance improvement;
12. The data and information the hospital needs to compare current performance with past performance;
13. The technology that is appropriate (good technical fit, sustainable, reliable);
14. The technology that is affordable;
15. The needs to support customers and suppliers relationships;
16. The data and information the hospital needs to enhance cost-effectiveness;
17. The data and information that are needed to enhance work flow and how data enters, flows within, and leaves the organization;
18. The information that is required to support clinical and administrative decision making;
19. The planning of expansion or redesign of any services;
20. The planning of staffing and material resource allocation needed to maintain effectiveness;
21. Long-range plans that are likely to affect the hospital's information needs; and
22. The technology needed for information storage and feedback.
23. In order to guide this organization in the development of processes for managing information, SVH assesses its information management needs based on the following considerations:
24. Goals which include Performance Indicators within our Pillars as follows: People, Quality, Service, Finance, Growth, Community
25. Patient Safety Considerations;
26. Scope, Quality and Complexity of Care, Treatments and Services;
27. Identification of barriers to effective communication among caregivers

III. DEFINITIONS

N/A

IV. PLAN MANAGEMENT

Information system planning is performed for both strategic and operational support and encompasses both clinical and administrative data. Strategic planning, which includes but is not limited to, assessment, selection, integration of use and use of information management systems for delivery of care, treatment and services, is under the overview of the Chief Executive Officer, executive leadership and receives input from the Information Technology, Enterprise Informatics, and medical staff leadership.

The executive leadership determines the priority of information systems implementations based on strategic, regulatory, risk management and other needs of the organization. Project steering committees consist of managers, supervisors, other staff and consultants, as appropriate, representing the users and other stakeholders of the solutions under consideration. Needs assessments are conducted in accordance with Information Technology procedures. Recommendations are evaluated and pursued according to SVH practice and policy with the approval of the executive leadership and as appropriate, the Board of Directors.

A. CONTINUITY OF INFORMATION MANAGEMENT PROCESSES

1. Information Technology policies and procedures include the following plans, policies and procedures for managing interruptions to its information processes. These work in coordination with the Emergency Management Program Plan (<https://svmh.policystat.com/policy/16695353/latest>) and Hospital Incident Command System.
 - a. Information Management Disaster Recover Plan, <https://svmh.policystat.com/policy/13104565/latest>
 - b. Data Backup Plan, <https://svmh.policystat.com/policy/14522295/latest>
 - c. Incident Response Plan,
2. The plan for managing of interruptions is tested for effectiveness periodically as needed in order to maintain access to information needed for patient care, treatment and services. Also, through this process strengths and weaknesses are assessed of existing manual and automated systems

B. INFORMATION TECHNOLOGY

1. SVHMC Information Technology (IT) coordinates the collection, processing, and reporting of data in support of reliable, efficient flow of information.
2. IT and Enterprise Informatics staff oversee the daily operation of core hospital information management systems, systems security, technical services, application support, infrastructure support, network engineering, and communications.
3. IT also assists other departments and affiliate organizational with planning and implementation of new information systems and information technologies.
4. IT is responsible for reviewing and approving technology acquisitions and changes to the Electronic Legal/Medical Records systems (Epic and Meditech) and the enterprise resource planning system (Workday).

C. CURRENT INFORMATION ENVIRONMENT

1. Data Center

- a. Controls for the Data Center include temperature, fire suppression and physical security.
- b. Temperature controls follow best practices, http://www.cisco.com/c/en/us/solutions/collateral/data-center-virtualization/unified-computing/white_paper_c11-680202.pdf, with temperature alerts programmed to trigger at temperatures above 85°F. The best practices references 80.6°F, however, as part of our energy conservation initiative, we have allowed for alerts to be sent at 85°F. http://www.pge.com/includes/docs/pdfs/mybusiness/energysavingsrebates/incentivesbyindustry/DataCenters_BestPractices.pdf
- c. Per Hospital's Master Plan document, we use National Fire Protection Association (NFPA) standards for fire suppression. <http://www.nfpa.org/codes-and-standards/document-information-pages?mode=code&code=75>
- d. Badge access is enabled for the Data Center. Requests for access are reviewed and approved by the Sr. Administrative Director of IT. Access is revoked upon termination or disabling of user account.

2. Hardware Technology:

- a. SVH IT maintains hardware standards in the daily operations of the information and network environment. Current standards include Cisco servers, Cisco networking and communications equipment, Lenovo desktops, laptops, Howard Medical workstations on wheels, HP printers, and Apple mobile (smartphone, tablet) devices.
- b. We have implemented Pure Storage SANs (storage area networks), in our data centers to optimize for high availability, operational continuance and disaster recovery.

3. Software Technology (sample list, not a comprehensive listing):

APPLICATION NAME ACQUISITION	DATE	VENDOR SOURCE
3M Encoder	1994	3M
Ambulatory Electronic Medical Record	2019	Epic
Bed Management	2015	McKesson
Patient Billing/Accounts Receivable	1992	Meditech
Capital Budgeting	2018	Axiom
Contracts Management	2024	Workday Strategic Sourcing
Cost Accounting	2016	StrataJazz

Data Repository	2001	Meditech
Electronic Medical / Health Record (EMR/EHR)	2025	Epic
Enterprise Resource Planning	2024	Workday
Offline EMR Solution	2016	iPeople Offline
Electronic Legal Record	1998	Meditech (for records dated 11/7/2025 and prior)
Electronic Legal Record	2025	Epic (for records dated 11/8/2025 and later)
Electronic Medical Record	2025	Epic
Employee Health EMR	2019	Axion Health
Fixed Assets	1992	Meditech
General Ledger	1992	Meditech
HR Document Management	2018	GRM Visual Vault
Health Information Organization	2025	Supporting Communities Health Information Organization (SCHIO)
Human Capital Management	2023	Workday
Integration Engine	2008	Orion Rhapsody
Medication Dispensing	2022	Omniceil
Mobile Specimen Collection	2016	Stryker (formerly Vocera)
Nutrition Services and Food Services	2009	CBORD
Patient Portal - Ambulatory	2019	Epic MyChart
Patient Portal - Acute	2024	Epic MyChart
Patient Rounding	2017	Huron MyRounding
Payroll	2023	Workday
Physician Credentialing	2017	MDStaff
Picture Archiving & Communications	2007	Change Healthcare
Quality Reporting	2016	Acmeaware, Medisolv
Secure Messaging	2018	TigerConnect
Time and Attendance, Staffing and Scheduling	1995	Symplr (formerly API)
Surgical Procedure System	2011	Picis
Wound Care EMR	2012	Net Health Systems

D. TECHNICAL SERVICES

1. Salinas Valley Health staff, contractors, physicians and other information systems' clients utilize a variety of computer systems (e.g. workstations, laptops, tablets, workstations on wheels) to manage information.
2. Information Technology assists departments in the needs and systems security assessment, selection, acquisition and implementation of these technologies. Information systems related purchases are budgeted by and processed through IT.

E. SYSTEMS AND INFORMATION SECURITY

1. Information Technology policies and procedures include protection of data from intentional or unintentional destruction, modification or disclosure.
2. The Health Information Management (HIM) department's policies and procedures address confidentiality and privacy of patient information.
3. HIPAA privacy and security education is part of the Hospital's training, education and orientation programs.
4. Information Technology policies require users to have individual User ID and security code to access SVHMC information systems.
5. Some of the user's responsibilities include the following. Please refer to the System and Application Security Access Procedure, <https://svmh.policytech.com/dotNet/documents/?docid=12529>.
 - a. The user will use their assigned unique network credentials to access the network to perform their job functions. System and application accounts are requested per Hospital policy and are generally processed through application leaders and system owners. These application owners or system leaders are not necessarily in Information Technology.
 - b. The user must keep their credentials confidential and secure. Users accept responsibility for access to the system by anyone else if the electronic device is logged on with uniquely assigned credentials.
 - c. Individuals with system access are required to adhere to the Acceptable Use of Information Systems policy. <https://svmh.policytech.com/dotNet/documents/?docid=9171>
 - d. The user must log off the electronic device when work is completed or when the device is unattended.
6. Examples of Information Technology responsibilities include account administration for the domain, EMR systems, and remote access.
 - a. Access will be assigned for the standard set of functions required for the user's job description or per role-based access.
 - b. If additional access is required, the need will be requested by the employee's manager consistent with the established Hospital policies.

V. REFERENCES

- A. Access Management of Information Systems, <https://svmh.policystat.com/policy/12735880/latest>
- B. Granting Access to Electronic Medical Information, <https://svmh.policystat.com/policy/13986177/latest>

Approval Signatures

Step Description	Approver	Date
MEC	Katherine DeSalvo: Director Medical Staff Services	Pending
QSC	Lisa Pietro: Department Coordinator	4/2/2026
CAO	Alysha Hyland: Chief Administrative Officer	12/2/2025
Policy Committees	Rebecca Alaga: Regulatory/ Accreditation Coordinator	11/25/2025
Policy Owner	Audrey Parks: Vice President Information Technology	11/24/2025

Standards

No standards are associated with this document



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Approved N/A
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Owner Glenda Alinio:
Clinical Manager
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Restraints

I. POLICY STATEMENT

- A. Patients have the right to be free from restraint of any form that is used as a means of coercion, discipline, convenience, or retaliation. Restraints will only be used to ensure the immediate physical safety of the patient, staff, or others, and must be discontinued at the earliest possible time.

II. PURPOSE

- A. To guide staff in the appropriate use of restraints for patients who exhibit behaviors that interfere with medical healing, or exhibit violent or self-destructive behaviors.
- B. To describe and differentiate documentation and monitoring requirements when restraints are used for any behavior.

III. DEFINITIONS

- A. Adaptive support: Will be provided in response to assessed patient need. Examples are: postural support, orthopedic appliances, tabletop chairs that can be removed by the patient.
- B. Alternative Interventions: Interventions used to prevent escalation of behavior in order to prevent the use of restraints. Alternatives include, but are not limited to, environmental modification and/or use of family/patient safety attendant.
- C. Forensic restraint: Handcuffs, manacles or shackles applied by law enforcement for custody, detention and public safety. Forensic restraints are not covered by this policy.
- D. Combination of soft/hard restraint: A unique combination of both hard and soft restraint consisting of Kevlar material to be used in the Emergency Department only.
- E. LIP: Licensed independent practitioner (physician)
- F. Restraint:
 - 1. Any manual method, physical or mechanical device, material, or equipment that

immobilizes or reduces the ability of a patient to move his or her arms, legs, body, or head freely.

2. A drug or medication (chemical restraint) used as a restriction to manage a patient's behavior and is not a standard treatment/dosage for the patient condition.

- a. Types of restraints used at SVHMC include:

- i. Mittens (pinned or tied to the bed)

- ii. Soft wrist & ankle restraints

- iii. 4 side rails (to prevent a patient from voluntarily getting out of bed)

- iv. Combination Soft/Hard Restraints for use in Emergency Department only

G. Non-Violent/Non-Self-Destructive Restraint (NV/NSD): Restraint used to prevent the patient from removing vital equipment or therapies, and/or when a patient demonstrates lack of understanding or ability to comply with safety directions or needed precautions.

H. Violent/Self-Destructive Restraint (V/SD): Restraint used when a patient exhibits behavior that is unpredictable, intentional, and threatens the immediate physical safety of the patient, staff or others.

I. "Trial release" constitutes a PRN order and therefore, is not permitted. (Note: a temporary, directly-supervised release that occurs for the purpose of caring for the patient's needs is not considered a "trial release").

J. **Seclusion:** The involuntary confinement of a patient alone in a room or area from which the patient is physically prevented from leaving. Seclusion is not used at SVHMC.

IV. GENERAL INFORMATION

A. SVHMC strives to be a restraint-free facility. Chemical restraint and seclusion are not used at SVHMC.

B. Alternative therapies should be attempted prior to the use of a restraint. If alternatives are not attempted due to the emergent nature of the situation the reasons alternatives were not attempted will be recorded in the EHR.

C. If restraints are used the least restrictive restraint is used. Mittens and soft restraints are considered to be the least restrictive form of restraints.

1. Physical restraint of a patient shall be used only if patient exhibits behaviors that interfere with medical healing, threatens the safety of the patient, staff or others and when less restrictive methods have failed. The type of restraint used must be the least restrictive method possible to protect the patient, staff members or others from harm, or to protect the healing process.

- a. RNs' assess and monitors need for continued restraint.

- b. Restraints must be discontinued by the RN as soon as is safely possible when the patient's behavior ceases to interfere with medical healing, or the violent or self-destructive behavior ceases.

- c. An order from a Licensed Independent Practitioner (LIP) is required for the use of restraints. In the event of emergency application of restraints, the physician must be notified following the application.
 - d. Any LIP who is privileged to write orders at SVHMC can write restraint orders.
 - e. PRN or standing orders for restraints are not permitted.
 - f. The patient (or family if the patient is unable to participate) will be informed of the hospital's process for restraints and the reason for the current restraint.
- 2. Restraints must be discontinued when the behaviors/threats are no longer exhibited, regardless of the order timing.
 - 3. Telephone orders must be dated, timed and signed by the ordering physician in accordance with hospital policy.

D. Exclusions

- 1. A restraint does not include devices, such as orthopedically prescribed devices, surgical dressings or bandages, protective helmets, or other methods that involve the physical holding of a patient for the purpose of conducting routine physical examinations or tests, or to protect the patient from falling out of bed, or to permit the patient to participate in activities without the risk of physical harm.
- 2. The devices and methods listed here would not be considered restraints, and, therefore, not subject to these requirements. These devices are typically used in medical-surgical care, but may be found in other areas of care.
 - a. Use of an arm board to stabilize an IV unless the arm board is tied down (or otherwise attached to the bed), or the entire limb is immobilized.
 - b. A mechanical support to achieve proper body position, balance, or alignment so as to allow greater freedom of mobility than would be possible without the use of such a mechanical support.
 - c. A medically necessary positioning or securing device use to maintain the positions, limit mobility, or temporarily immobilize the patient during medical, dental, diagnostic, or surgical procedures is not considered a restraint.
 - d. Recovery from anesthesia that occurs when the patient is in a critical care or post anesthesia care unit is considered part of the surgical procedure; therefore medically necessary restraint use in this setting would not need to meet the requirements of the regulation. However, if the intervention is maintained when the patient is transferred to another unit, or recovers from the effects of the anesthesia (whichever occurs first), a restraint order would be necessary.
 - e. Age or developmentally appropriate protective safety interventions (such as stroller safety belts, swing safety belts, high chair lap belts, raised crib rails and crib covers).

- f. A physical escort would include a “light” grasp to escort the patient to a desired location- the patient must be able to easily move or escape the grasp.
- g. Side rails used to protect the patient from falling out of bed or necessary for operation of the bed. Examples include raising the rails when a patient is: on a stretcher, on an ICU bed where the use of all four rails is necessary for operation of the bed, recovering from anesthesia, sedated, experiencing involuntary movement, or on certain types of therapeutic beds to prevent the patient from falling out of the bed.

V. PROCEDURE

A. Non-violent/Non Self-Destructive Restraint

A. Orders

1. A physician’s order is required when restraints are used. Prior to the application of a restraint, the RN will contact the attending physician to obtain the order for restraint. Physician evaluation will be completed in accordance with the Medical Staff Bylaws and Rules/Regulations.
 - a. In an emergency situation, the RN may authorize the application of a restraint, and will obtain the physician’s order after the application of the restraint and the safety of the patient established.
2. If a physician other than the attending ordered the restraint, the attending physician shall be notified as soon as possible. Documentation by the physician, after the restraints have been applied, whether or not it addresses the restraint, shall constitute evidence that the physician was notified.
3. The physician’s order must include
 - a. Date and time of application
 - b. Restraint type
 - c. Reason for restraint
 - d. Date and time of order
 - e. The original order must be renewed every calendar day
4. **Monitoring Patients in Non-Violent/Non-Self-Destructive Restraint:** Patients in non-violent/non-self-destructive restraints will have a **safety assessment and required documentation at a minimum, every two hours.** Areas may include, and as applicable, but are not limited to:
 - a. Nutrition and hydration
 - b. Hygiene and elimination
 - c. Circulation and range of motion in extremities
 - d. Skin condition and care

- e. Physical and psychological care and comfort
 - f. Readiness for discontinuance of restraint
 - g. Vital signs (as patient's condition warrants)
 - h. Repositioning and body alignment
 - i. Release and reapplication of restraint for direct patient care measures as appropriate to patient's condition.
5. **Documentation of Restraints:** Document each episode of restraint in patient's medical record:
- a. When restraint first applied
 - b. When discontinuing the restraints
 - c. The circumstances that lead to the use of the restraint. This documentation must provide **a description of the patient's behavior** that lead to the use and /or continued use of restraints.
 - d. Date and time family notified if patient unable to participate.
 - e. The use of restraints will be reflected in the patient's plan of care

B. Violent/Self-Destructive Restraint

A. Orders

1. A physician's order is required when restraints are used.
 - a. In an emergency situation, the RN may authorize the application of a restraint, and will obtain the physician order immediately after the application of the restraint and the safety of the patient stabilized.
2. Within one hour following the application of V/SD restraints, a face-to-face assessment of the patients' physical and psychological behavior must be completed by the LIP. The assessment must include:
 - a. Patient's immediate situation
 - b. Patient's reaction to restraint
 - c. Patient's medical and behavioral condition
 - d. The need to continue or terminate the restraint.
3. The physician's order must include:
 - a. Date and time of application
 - b. Restraint type
 - c. Reason for restraint
 - d. Date and time of order
4. Prior to the expiration of the order (per time frames in 5), the RN will contact the LIP to report the results of the most recent patient assessment for behaviors that

required continued need for V/SD restraints and request the renewal of the original order.

5. The original order may be renewed within the required time frames up to 24 hours, for continued need for the V/SD restraint
 - a. Every 4 hours for patients 18 years and older
 - b. Every 2 hours for patients 9-17 years old
 - c. Every 1 hour for patients under 9 years of age
6. At the expiration of the original order (24 hours) the LIP will see and assess for the continued need for the V/SD restraint and write a new order as necessary.
7. **Patient and Family Awareness:** Staff will inform the patient and the patients' family about the hospital restraint process and the reason for the restraint. The staff will inform the patient of criteria to be met in order to discontinue the use of restraints, and will assist the patient in meeting the criteria.
8. **Documentation and ongoing assessment of patients in Violent/Self Destructive (V/SD) Restraint:** Patients in V/SD restraints will have a safety check every 15 minutes. An electronic or written record of monitoring will be maintained in the medical record. Areas may include but are not limited to:
 - a. Nutrition and hydration
 - b. Hygiene and elimination
 - c. Circulation and range of motion in extremities
 - d. Skin condition and care
 - e. Physical and psychological care and comfort
 - f. Readiness for discontinuance of restraint
 - g. Vital signs (if patient's condition warrants)
 - h. Repositioning and body alignment
 - i. Release and reapplication of restraint for direct patient care measures as appropriate to patient's condition.
9. **Documentation of Restraints:** Document each episode of restraint in patient's medical record:
 - a. In the EHR, the RN will document:
 - i. The circumstances that led to the use of the restraint. This documentation must provide **specific descriptions of the patient's behavior** that led to the use of restraints.
 - b. In the one hour face-to-face evaluation, the physician or the RN will document:
 - i. The least restrictive alternative attempted and the rationale for the type of restraint used.
 - a. The patient's immediate situation

- b. The patient's reaction to the intervention
 - c. The patient's medical and behavioral condition.
 - d. The patient's family was notified of the need for restraint and the hospital's policy on restraint use.
10. If the ordering physician is not the physician responsible for the care of the patient, document the consult with the responsible physician regarding application of the restraints. Consultation with the responsible physician must occur as soon as the patient is safe and the situation is stable.
 11. Document safety checks on the V/SD screen or paper.

B. Training

1. RNs having direct patient care responsibilities, including agency personnel, must demonstrate competencies in accordance with the Education and Training Department requirements:
 - a. Initially as part of orientation and at least every 3 years.
2. Emergency Department RNs and Security must demonstrate competencies/training on Soft/Hard restraints consisting of Kevlar material (Emergency Department use only) annually.

Death Reporting

- A. The Accreditation and Regulatory (A&R) Department directly reports to CMS no later than the close of business on the next business day following knowledge of the patient's death associated with restraints:
 1. Deaths occurring during or within 24 hours of discontinuation of 2-point soft, cloth-like non-rigid wrist restraints used in combination with any other restraint device.
 2. Deaths associated with the use of other types of wrist restraints, such as 2-point rigid or leather wrist restraints.
- B. The A&R Department maintains the internal log for deaths that occur in the following circumstances listed below. The log includes the information specified at 42 CFR §482.13(g) (4) (ii) and the log entry is made no later than seven days after the date of death of the patient. Hospitals must not send reports of these deaths directly to the RO:
 1. While a patient is in only 2-point soft, cloth-like non-rigid wrist restraints and there is no use of seclusion; and
 2. Within 24 hours of the patient being removed from 2-point soft, cloth-like nonrigid wrist restraints where there was no use of any other type of restraint or seclusion
 3. The information in the log is available upon request.
 4. The A&R Department will document in the patient's medical record, any patient whose death associated with the use of restraint or seclusion:
 - a. The date and time the death was reported to CMS for deaths required to be directly reported; and
 - b. The date and time the death was recorded in the internal log for deaths

that are required to be logged and not directly reported to CMS.

VI. EDUCATION/TRAINING

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

VII. REFERENCES

- A. The Joint Commission's Comprehensive Accreditation Manual for Hospitals: Provision of Care Chapter
- B. California Code of Regulations; Title 22, Section 70213.
- C. Department of Health & Human Services, Center for Medicare & Medicaid Services; § 482.13 (e) (f) (g)

Approval Signatures

Step Description	Approver	Date	
Medical Executive Committee	Katherine DeSalvo: Director Medical Staff Services	Pending	
CNO	Carla Spencer: Chief Nursing Officer	3/27/2026	
Policy Committee	Rebecca Alaga: Regulatory/ Accreditation Coordinator	3/27/2026	
Policy Owner	Glenda Alinio: Clinical Manager	3/27/2026	

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