May 22, 2026

TO: Legal Counsel

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

The next regular meeting of the **BOARD OF DIRECTORS OF SALINAS VALLEY HEALTH**[1] will be held **THURSDAY, MAY 28, 2026, AT 4:00 P.M., DOWNING RESOURCE CENTER, CONFERENCE ROOMS A, B, & C, SALINAS VALLEY HEALTH MEDICAL CENTER, 450 E. ROMIE LANE, SALINAS, CALIFORNIA.**

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

Allen Radner, MD
President/Chief Executive Officer

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

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

THURSDAY, MAY 28, 2026, 4:00 P.M.
DOWNING RESOURCE CENTER, ROOMS A, B & C,
Salinas Valley Health Medical Center
450 E. Romie Lane, Salinas, California

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

AGENDA	*Presented By*
1. CALL TO ORDER / ROLL CALL	*Joel Hernandez Laguna*
2. CLOSED SESSION *(See Attached Closed Session Sheet Information)*	*Joel Hernandez Laguna*
3. RECONVENE OPEN SESSION/REPORT ON CLOSED SESSION *(Estimated time 4:30 pm)*	*Joel Hernandez Laguna*
4. AWARDS & RECOGNITION	*Allen Radner, M.D.*
5. PUBLIC COMMENT This opportunity is provided for members of the public to make a brief statement, not to exceed three (3) minutes, on issues or concerns within the jurisdiction of this District Board which are not otherwise covered under an item on this agenda.	*Joel Hernandez Laguna*
6. CONSENT AGENDA - GENERAL BUSINESS *(Board Member may pull an item from the Consent Agenda for discussion.)*	*Joel Hernandez Laguna*

A. Minutes of the Regular Meeting of the Board of Directors April 23, 2026
B. Minutes of the Special Meeting of the Board of Directors February 28, 2026
C. Minutes of the Special Meeting of the Board of Directors May 14, 2026
D. Policies/Plans Requiring Approval
    1. Anesthesia Controlled Substance Record
    2. Exercise Stress Echo Protocol
    3. Informatics & IT Change Control
    4. Pharmacologic Stress Test with Modifications for Exercise
    5. Scope of Service: Health Promotion
    6. Scope of Service: Taylor Farms Family Health & Wellness Center
    7. Sheath Removal/Hemostasis/Manual Pressure - Cardiac Cath Lab

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

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

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

8. REPORTS ON STANDING AND SPECIAL COMMITTEES

A. QUALITY AND EFFICIENT PRACTICES COMMITTEE *Catherine Carson*

Minutes of the May 18, 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 May 18, 2026 Personnel, Pension and Investment Committee meeting have been provided to the Board for their review. The following recommendations have been made to the Board.

1. **CONSIDER RECOMMENDATION FOR BOARD APPROVAL OF (i) FINDINGS SUPPORTING RECRUITMENT OF MATTHEW YANUS, MD, (ii) CONTRACT TERMS FOR DR. YANUS' RECRUITMENT AGREEMENT, AND (iii) CONTRACT TERMS FOR DR. YANUS' NEUROLOGY PROFESSIONAL SERVICES AGREEMENT**
   - Staff Presentation
   - Questions to Committee Chair/Staff
   - Motion/Second
   - Public Comment
   - Board Discussion/Deliberation
   - Action by Board/Roll Call Vote

2. **CONSIDER RECOMMENDATION FOR BOARD APPROVAL OF CONTRACT TERMS FOR COLLEEN CAPRIO, MD'S HOSPITALIST 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 May 26, 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 TOTAL ESTIMATED PROJECT COST AND AWARD OF THE CONSTRUCTION CONTRACT TO SSB CONTRACTING INC. FOR THE 355 ABBOTT STREET PROJECT**
   - Staff Presentation
   - Questions to Committee Chair/Staff
   - Motion/Second
   - Public Comment
   - Board Discussion/Deliberation
   - Action by Board/Roll Call Vote

2. **CONSIDER RECOMMENDATION FOR BOARD APPROVAL OF BUDGET FUNDING INCREASE FOR THE ANGIO EQUIPMENT REPLACEMENT PROJECT**
   - 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 THE LEASE AGREEMENT BETWEEN SALINAS VALLEY MEMORIAL HEALTHCARE SYSTEM (SVMHS) AND LOS PALOS PARTNERS, LLC AT 505 E ROMIE, SUITE E.**
   - Staff Presentation
   - Questions to Committee Chair/Staff
   - Motion/Second
   - Public Comment
   - Board Discussion/Deliberation
   - Action by Board/Roll Call Vote

4. **CONSIDER RECOMMENDATION FOR BOARD APPROVAL OF THE SYMPLR CLOUD MIGRATION AS SOLE SOURCE JUSTIFICATION AND CONTRACT AWARD**
   - Staff Presentation
   - Questions to Committee Chair/Staff
   - Motion/Second
   - Public Comment
   - Board Discussion/Deliberation
   - Action by Board/Roll Call Vote

D. COMMUNITY ADVOCACY COMMITTEE *Rolando Cabrera, M.D.*

Minutes of the May 20, 2026 Community Advocacy 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 MAY 14, 2026 AND RECOMMENDATIONS FOR THE FOLLOWING BOARD APPROVALS: *Alison Wilson, D.O.*

A. Reports
   1. Credentials Committee Report (Including the following)
      - Gastroenterology – Clinical Privileges Delineation
      - Infectious Disease Clinical Privileges Delineation
      - Wound Healing Center (WHC) Revision
   2. Interdisciplinary Practice Committee Report

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

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

10. CONSIDERATION OF RESOLUTION 2026-03 APPROVING THE POLICY REGARDING DISRUPTION TO TELEPHONIC OR INTERNET SERVICES DURING MEETINGS OF THE BOARD OF DIRECTORS *Matt Ottone District Legal Counsel*

11. CONSIDERATION OF RESOLUTION 2026-04 DECLARING DISTRICT-OWNED PROPERTY IDENTIFIED AS ASSESSOR PARCEL NUMBER 031-251-004 AS "SURPLUS LAND" PURSUANT TO GOVERNMENT CODE SECTION 54211(B)(1), AND AUTHORIZING THE PRESIDENT/CEO TO COMPLY WITH ALL SURPLUS LAND ACT REQUIREMENTS, INCLUDING ISSUING A NOTICE OF AVAILABILITY, AND NEGOTIATING WITH INTERESTED PARTIES IN GOOD FAITH *Matt Ottone District Legal Counsel*

12. EXTENDED CLOSED SESSION *(if necessary)* *Joel Hernandez Laguna*

13. RECONVENE OPEN SESSION/REPORT ON CLOSED SESSION *Joel Hernandez Laguna*

14. ADJOURNMENT *Joel Hernandez Laguna*

The next Regular Meeting of the Board of Directors is scheduled for **Thursday, June 25, 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, MAY 28, 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
    - Critical Care Units
    - Quality Department Updates

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 LEGAL COUNSEL-EXISTING LITIGATION

(Government Code §54956.9(d)(1))

Name of case: (Specify by reference to claimant's name, names of parties, case or claim numbers): Covid Vaccine Class Action Lawsuit, or

Case name unspecified: (Specify whether disclosure would jeopardize service of process or existing settlement 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 HEALTH[1]
REGULAR MEETING OF THE BOARD OF DIRECTORS
MEETING MINUTES
APRIL 23, 2026

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

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.

President Hernandez Laguna arrived at 4:29 p.m.
Director Rey left at 5:39 p.m.

1. CALL TO ORDER/ROLL CALL

A quorum was present and Vice President Carson called the meeting to order at 4:04 p.m. in the Downing Resource Center, Conference Rooms A, B, & C.

2. ADDITION TO AGENDA: ITEM #11: COVERAGE ASSISTANCE PROGRAM UPDATE

A request was made pursuant to Government Code §54954.2(b)(2) to add the following item to the Open Session Agenda as Agenda Item #11: Coverage Assistance Program Update.

The matter came to the attention of the Board subsequent to the posting of the Agenda. The addition to the Agenda requires a two-thirds (2/3rd) vote of the members present at the meeting.

Pursuant to Government Code § 54954.2(b)(2) and upon a two-thirds (2/3rd) vote of the Board members present as shown below, the Board of Directors approve the addition of Agenda Item #11: Coverage Assistance Program Update. As a result, Item #11 as listed on the published Agenda (Extended Closed Session) will be renumbered as Item #12, and all subsequent agenda items will be renumbered accordingly.

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

Vote Carried.

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

3. CLOSED SESSION

Vice President Carson announced items to be discussed in Closed Session as listed on the posted Agenda are *Hearings and Reports, Report Involving Trade Secret – Trade Secret, Strategic Planning, Proposed New Programs and Services, Conference with Real Property Negotiators* and *Conference with Labor Negotiator – National Union Healthcare Workers (NUHW).* The meeting recessed into Closed Session under the Closed Session Protocol at 4:06 p.m. The Board completed its business of the Closed Session at 4:23 p.m.

4. RECONVENE OPEN SESSION/REPORT ON CLOSED SESSION

The Board reconvened Open Session at 4:32 p.m. President Hernandez Laguna reported that in Closed Session, the Board discussed *Hearings and Reports* and *Conference with Labor Negotiator – National Union Healthcare Workers (NUHW).* The Board received and accepted the reports as presented. No action was taken. President Hernandez Laguna announced there is a need for an extended closed session.

5. 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:

- **Mobile Clinic: MCSBA Excellence in Education Award:** Dr. Orlando Rodriguez, CMO, and Lynette Fitzgerald, Director Community Benefit, were honored to receive the Monterey County School Boards Association's prestigious Excellence in Education Award on behalf of the Mobile Clinic.
- **Comprehensive Cancer Care Open House:** Carla Spencer, CNO, shared that the Comprehensive Cancer Care Open House event brought together community members to see how SVH is expanding access to compassionate, personalized care close to home.
- **DAISY Award: Perla Gaxiola Quintero, BSN, RN, PCCN, Telemetry/1-Main:** Carla Spencer, CNO, introduced Perla who was recognized for her strength and compassion for both her patients and her team.
- **STAR Award: Lindsay Gimelli & Luis Hernandez, Respiratory Therapy:** Clement Miller, COO, introduced Luis, who accepted the award on behalf of himself and Lindsay, who was unable to attend, in recognition of the exceptional, life-saving care they provided during a critical emergency.

6. PUBLIC COMMENT: None.

7. CONSENT AGENDA – GENERAL BUSINESS

It was noted the following policy/plan has been removed for consideration from the published Consent Agenda: (1) Guidelines for Performing Transesophageal Echocardiograms. This policy/plan 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 March 26, 2026
B. Policies/Plans Requiring Approval
    1. Cardiac Cath Lab Quality Control
    2. Formula Preparation & Storage
    3. Scope of Service: Accounting
    4. Scope of Service: Critical Care
    5. Skin-to-Skin Contact in the NICU
    6. Wearable Cardioverter Defibrillator

PUBLIC COMMENT: None.

BOARD MEMBER DISCUSSION: None.

MOTION:
Upon motion by Director Dr. Cabrera, second by Director Carson, 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.

8. BOARD MEMBER COMMENTS AND REFERRALS

Director Rolando Cabrera, M.D.: Congratulated the Mobile Clinic team, Dr. Rodriguez, and Lynette on all of their hard work and success with the Mobile Clinic.

Director Catherine Carson: Attended the Children's Miracle Network event and noted that it was a very educational event. Commended Claudia Villalobos and her team on SVH's marketing campaigns.

Director Victor Rey, Jr.: Shared a heartfelt story from a friend whose father was a patient at SVH recently, and gave special thanks to the medical team who treated his father, specifically neurosurgeon Dr. Kaur.

Director Isaura Arreguin: Shared SVH's participation at the Cesar E. Chavez Elementary School Career Day 2026, showcasing medical career pathways for local elementary school students. Also commended the success of the Mobile Clinic. Shared a comment from Mayor of Soledad Anna Velazquez, who commended her mother's excellent treatment by the SVH medical team. Commented on the positive impact of the SVH Foundation's involvement with Children's Miracle Network. Shared the launch of a new program at SVH with the nonprofit Lipstick Angels.

Director Hernandez Laguna: Congratulated the Mobile Clinic team on their award. Spoke positively on the work of the SVH Oncology team. Shared his positive discussions with Mayor of Salinas Dennis Donohue regarding the innovation center. Recently met with Supervisor Chris Lopez regarding SVH's support of families regardless of immigration status. Attended the Latino Community Foundation Giving Circle event and the Land Trust Alliance meeting. Director Hernandez Laguna asked two referrals to staff: first, what is the status of pharmacy services? Second, what is the status of the Emergency Department capital campaign?

9. 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 April 13, 2026 meeting were provided for Board review. Director Carson stated the presentations were: Patient Care Services Update – MedSurg Unit Practice Council Report, and Quality

and Safety Update – Value Based Purchasing Program and Quality & Risk Management Division Updates. There are no recommendations.

B. PERSONNEL, PENSION & INVESTMENT COMMITTEE

A report was received from Director Carson regarding the Personnel, Pension & Investment Committee. The minutes of the April 13, 2026 meeting were provided for Board review. Director Carson stated the presentation was: Salinas Valley Memorial Healthcare System 403(b) Retirement Plan: Employer Contributions Report.

The following recommendations were made.

1. **CONSIDER RECOMMENDATION FOR BOARD APPROVAL OF CONTRACT TERMS FOR GENERAL SURGERY PROFESSIONAL SERVICES AGREEMENTS FOR BERNADETTE GUIROY, MD AND ATUL JANI, MD**

STAFF REPORT: Gary Ray, CLO, reported that Dr. Guiroy and Dr. Jani have been on the medical staff for many years. Upon approval of this recommendation, Dr. Guiroy and Dr. Jani will join the Salinas Valley Health Clinics.

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 for General Surgery Professional Services Agreements between Salinas Valley Health Clinics and Bernadette Guiroy, MD and Atul Jani, MD.

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 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 REPORT: Dr. Orlando Rodriguez, CMO, reported that obstetrics and gynecology is an area of high priority for recruitment. Dr. Rodriguez noted that Dr. Cave is trained in robotic surgery.

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 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.

Based on the findings as outlined above, the Board approves the following:
1. The Contract Terms of the Recruitment Agreement for Dr. Cave; and
2. The Contract Terms of the Obstetrics and Gynecology Professional Services Agreement for Dr. Cave.

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 (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 REPORT: Orlando Rodriguez, MD, CMO reported that internal medicine/primary care is an area of high priority for recruitment.

PUBLIC COMMENT: None.

BOARD MEMBER DISCUSSION: Director Dr. Cabrera asked about the process of recruitment, especially recruiting doctors who are currently training out of state. Dr. Rodriguez explained that the recruitment process searches for qualified physicians across the country.

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

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.

Based on the findings as outlined above, the Board approves the following:
1. The Contract Terms of the Recruitment Agreement for Dr. Pourshams; and
2. The Contract Terms of the Internal Medicine Professional Services Agreement for Dr. Pourshams.

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 April 20, 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 THE RENEWAL OF PRIME PERFUSION, INC. SERVICES AGREEMENT

PUBLIC COMMENT: None.

BOARD MEMBER DISCUSSION: None.

MOTION:
Upon motion by Director Carson, and second by Director Arreguin, the Board of Directors approves the Renewal of Prime Perfusion, Inc. Services Agreement in the amount of $1,736,441.86.

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 BUDGET AUGMENTATION FOR THE BRUNKEN MRI PROJECT AND CONSTRUCTION CONTRACT AWARD TO SSB CONSTRUCTION

PUBLIC COMMENT: None.

BOARD MEMBER DISCUSSION: None.

MOTION:
Upon motion by Director Dr. Cabrera and second by Director Carson, the Board of Directors approves the (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.

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 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**

At the prerogative of the Board President, this Item was tabled until after Extended Closed Session. It is listed below as Item #14, and the item after was renumbered accordingly.

D. TRANSFORMATION, STRATEGIC PLANNING & GOVERNANCE COMMITTEE

A report was received from Director Rey regarding the Transformation, Strategic Planning & Governance Committee. The minutes of the April 15, 2026 meeting were provided for Board review. There are no recommendations.

10. REPORT ON BEHALF OF THE MEDICAL EXECUTIVE COMMITTEE (MEC) MEETING ON APRIL 16, 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 April 16, 2026. A full report was provided in the Board packet. It was noted the following policy/plan has been removed for consideration from the published Agenda under Item 9(B)(3): Restraints. This policy/plan will return for consideration at a later date.

The MEC recommends for Board Approval of the following Reports and Policies/Procedures/Plans and Agreements as listed below.

PUBLIC COMMENT: None.

BOARD MEMBER DISCUSSION: 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)
        - 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
    1. Bloodborne Pathogen Exposure Control Plan
    2. Information Management Program Plan

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

Motion Carried.

11. COVERAGE ASSISTANCE PROGRAM UPDATE

Dr. Allen Radner, CEO, and Alysha Hyland, CAO, provided an update on the Coverage Assistance Program. They reviewed Medi-Cal basics and its impact on the community and health system, including coverage pathways and the goal of ensuring eligible patients obtain coverage and access to quality care with the imminent changes to Medicaid coverage following the passage of H.R. 1.

Effective April 1, 2026, SVH has transitioned to an internally managed, system-wide Coverage Assistance Program (CAP). Key focus areas include Hospital Presumptive Eligibility (HPE), full-scope Medi-Cal enrollment, and redetermination. The program is staffed by community health workers, with workflows integrated across registration, patient financial services, and the SVH clinic follow-up team. The goal of this program is to ensure eligible patients get health coverage, retain their health coverage, and have access to quality care.

PUBLIC COMMENT: None.

BOARD MEMBER DISCUSSION: Director Arreguin asked about accessibility to this program for non-English speakers. The program team is bilingual in English, Spanish, some indigenous dialects, and there are additional remote translation services available. Director Dr. Cabrera asked a clarifying question on the timeline of redetermination for newborns that are eligible for Medi-Cal at birth. Director Dr. Cabrera also commented generally on the impact of H.R. 1 on Medi-Cal reimbursement.

12. EXTENDED CLOSED SESSION

President Hernandez Laguna announced items to be discussed in Extended Closed Session are *Hearings and Reports, Report Involving Trade Secret – Trade Secret, Strategic Planning, Proposed New Programs and Services,* and *Conference with Real Property Negotiators*. The meeting recessed into Closed Session

under the Closed Session Protocol at 5:39 p.m. The Board completed its business of the Closed Session at 5:57 p.m.

13. RECONVENE OPEN SESSION/REPORT ON CLOSED SESSION

The Board reconvened Open Session at 5:58 p.m. President Hernandez Laguna reported that in Extended Closed Session, the Board discussed *Hearings and Reports, Report Involving Trade Secret – Trade Secret, Strategic Planning, Proposed New Programs and Services, Conference with Real Property Negotiators*. No action was taken.

14. 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

PUBLIC COMMENT: None.

BOARD MEMBER DISCUSSION: None.

MOTION:
Upon motion by Director Dr. Cabrera, and second by Director Arreguin, the Board of Directors (i) approves 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) approves of Resolution 2026-02 Approving Purchase of 1188 Padre Drive, Salinas, California and Authorizing the SVH President/CEO to Execute the Purchase Documents.

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

Motion Carried.

15. ADJOURNMENT

The next Regular Meeting of the Board of Directors is scheduled for Thursday, **May 28, 2026,** at 4:00 p.m. There being no further business, the meeting was adjourned at 6:00 p.m.

_____
Rolando Cabrera, MD
Secretary, Board of Directors

DRAFT SALINAS VALLEY HEALTH[1]
SPECIAL MEETING OF THE BOARD OF DIRECTORS
MEETING MINUTES
FEBRUARY 28, 2026

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

Absent: Rolando Cabrera, M.D.

Also Present:
Meredith Inniger, VMG Health
Matthew Ottone, Esq., District Legal Counsel

Director Arreguin left the meeting at 11:35 a.m.
Director Rey left at 3:15 p.m.

1. READING OF THE NOTICE OF SPECIAL MEETING
President Joel Hernandez Laguna read the following: A Special Meeting of the Board of Directors of Salinas Valley Health[1] will be held Saturday, February 28, 2026, at 9:00 a.m., at 81 Corral de Tierra Road, Salinas, California, 93908, to engage in a Board retreat in Open Session.

2. CALL TO ORDER/ROLL CALL
A quorum was present and President Hernandez Laguna called the meeting to order at 9:23 a.m. at Corral de Tierra Country Club, Hayward Room.

3. PUBLIC COMMENT: None.

4. BOARD RETREAT: MORNING SESSION
Meredith Inniger of VMG Health provided a presentation on the Board's role in governance and strategic planning.

President Hernandez Laguna announced a recess for lunch at 11:55 a.m. for approximately forty minutes.

5. BOARD RETREAT: AFTERNOON SESSION
President Hernandez Laguna reconvened open session after the lunch recess at 12:33 p.m. Meredith Inniger of VMG Health continued her presentation on the Board's role in governance and strategic planning.

6. ADJOURNMENT
The next Regular Meeting of the Board of Directors is scheduled for **Thursday, March 26, 2026,** at 4:00 p.m. There being no further business, the meeting was adjourned at 3:29 p.m.

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Rolando Cabrera, MD
Secretary, Board of Directors

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

DRAFT SALINAS VALLEY HEALTH[1]
SPECIAL MEETING OF THE BOARD OF DIRECTORS
MEETING MINUTES
MAY 14, 2026

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

Absent: Victor Rey, Jr.

Also Present:
Allen Radner, M.D., President/CEO;
Gary Ray, CLO;
Clement Miller, COO;
Carla Spencer, CNO;
Iftikar Hussain, CFO;
Michelle Barnhardt-Childs, CHRO;
Orlando Rodriguez, M.D, CMO;
Tim Albert, M.D., CCO;
Hanna Hitchcock, Esq.

Director Arreguin left at 5:28pm.

1. READING OF THE NOTICE OF SPECIAL MEETING
President Joel Hernandez Laguna read the following: A Special Meeting of the Board of Directors of Salinas Valley Health[1] will be held Thursday, May 14, 2026, at 4:00 p.m., at the Heart Center Teleconference Room, Salinas Valley Health Medical Center, 450 E. Romie Lane, Salinas, California 93901, to discuss annual budget fundamentals and preparation.

2. CALL TO ORDER/ROLL CALL
A quorum was present and President Hernandez Laguna called the meeting to order at 4:04 p.m. at the Heart Center Teleconference Room.

3. DISCUSSION REGARDING ANNUAL BUDGET FUNDAMENTALS AND PREPARATION
President Hernandez Laguna shared that the Board's goal is to provide input on the strategic vision and direction of Salinas Valley Health particularly in two areas: in the institution's budget and in the employee incentive program (also known as the Balanced Scorecard). The budget is to be discussed in more detail in June.

Allen Radner, MD, President/CEO presented on the strategic priorities of the Board as set forth in August 2024 and corresponding accomplishments in those priority areas, as well as areas of growth. Dr. Radner also presented on the current challenges facing the healthcare system.

PUBLIC COMMENT: None.

4. CLOSED SESSION
President Hernandez Laguna announced items to be discussed in Closed Session as listed on the posted and revised Agenda are *(1) Report Involving Trade Secret – Trade Secret, Strategic Planning, Proposed*

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

New Programs and Services, and *(2) Conference with Labor Negotiator – National Union of Healthcare Workers, California Nurses Association, Local 39, ESC Local 20.*

The meeting recessed into Closed Session under the Closed Session Protocol at 4:17 p.m.

The Board completed its business of the Closed Session at 5:31pm.

5. RECONVENE OPEN SESSION

The Board reconvened Open Session at 5:31 p.m. President Hernandez Laguna reported that in Closed Session, the Board discussed *(1) Hearings and Reports* and *(2) Conference with Labor Negotiator – National Union of Healthcare Workers, California Nurses Association, Local 39, ESC Local 20*. The Board received and accepted the reports listed on the Closed Session agenda. No action was taken.

6. ADJOURNMENT

The next Regular Meeting of the Board of Directors is scheduled for **Thursday, May 28, 2026,** at 4:00 p.m. There being no further business, the meeting was adjourned at 5:31 p.m.

_____
Rolando Cabrera, MD
Secretary, Board of Directors

Memorandum

To: Board of Directors

From: Brenda Inman, VP Quality and Risk

Date: May 28, 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.	Anesthesia Controlled Substance Record	Added definition. Minor typos corrected. References updated.	Clement Miller, COO
2.	Exercise Stress Echo Protocol	Echocardiography Machine Settings and Controls updated. Formatting corrected.	Clement Miller, COO
3.	Informatics & IT Change Control	New change control process noted. Epic updates made. Updated Cab membership and quorum rules to include additional roles requested at board of directors.	Alysha Hyland, CAO
4.	Pharmacologic Stress Test with Modifications for Exercise	Formatting changes. References updated.	Clement Miller, COO
5.	Scope of Service: Health Promotion	Added alignment with Community Health Needs Assessment. Org chart updated.	Dr. Allen Radner, CEO
6.	Scope of Service: Taylor Farms Family Health & Wellness Center	Rebranding corrections made. Outdated org chart deleted. logo inserted.	Dr. Allen Radner, CEO
7.	Sheath Removal/Hemostasis/Manual Pressure - Cardiac Cath Lab	Formatting corrected. Regularly scheduled review.	Clement Miller, COO
MEC			
Nursing Standardized Procedures			
1.	None		
MEC Policies/Plans			
1.	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. Changes made per Board request.	Carla Spencer, CNO
Board Policies			
1.	None		

Status **Pending** PolicyStat ID **18120988**

Origination	7/16/2014
Approved	N/A
Expires	3 years after approval
Owner	Genevieve delos Santos: Director Pharmacy
Area	Patient Care

Anesthesia Controlled Substance Record

I. POLICY STATEMENT

A. All controlled substances must be locked within the automated dispensing cart regardless of whether a patient care area is staffed or actively providing patient care. This is accomplished by "logging out" of the cart when the cart is not attended by the anesthesiologist.

II. PURPOSE

A. To provide guidelines in securing, controlling, tracking access, and documenting utilization of narcotics and state regulated drugs.

III. DEFINITIONS

A. ADC: Automated Dispensing Cabinet

IV. GENERAL INFORMATION

A. The Pharmacy Department is responsible for establishing systems that meet federal and state agency requirements regarding the dispensing and administration of narcotic/controlled substances in the OR/PACU.

B. Pharmacy will maintain all automated medication dispensing machines located in each of the OR Suites.

C. Scheduled drugs (schedule class II, III, IV, and V) shall be locked within the anesthesia automated dispensing cabinet

D. Only authorized personnel shall be given access to the anesthesia automated dispensing cabinets

E. The anesthesiologist should "log out" of the automated dispensing cabinet between cases when he/she is not present in the operating room in order to secure the contents of the

medication drawers.

F. Non-controlled medications on top of or in an anesthesia cart located in an operating room suite or in a labor and delivery suite must be secured. These areas are considered secured when these areas are staffed and staff are actively providing patient care.

V. PROCEDURE

A. Each anesthesiologist will document the drugs removed on each patient per ampule/vial from the automated medication dispensing cabinet and the dose administered in the department-specific electronic record.

B. On a per patient basis each anesthesiologist will document all unused or partially used controlled substance medications taken out for each patient from the automated medication dispensing machine. The automated medication dispensing machine will be used to record this wastage. An electronic co-signature is required for all controlled drug waste.

C. At the end of each business day, any narcotic lock box dispensed by pharmacy to an Anesthesiologist must be returned to the pharmacy. A Pharmacist and the Anesthesiologist must reconcile all contents and documentation and insure any discrepancy is resolved.

D. Only licensed practitioners can have access to controlled drugs (See LICENSURE/ CERTIFICATION PROCEDURES FOR NEW HIRES AND STAFF).

E. Pharmacy will perform a complete review of ALL post-surgical ADC medication records and compare the information to automated medication dispensing cabinet records.

F. Pharmacy will address any discrepancies with the individual anesthesiologist. Unresolved situations will be directed to the Chair of Anesthesia and the Director of Pharmacy.

G. Documentation:

- Department-specific electronic record.
- Automated medication dispensing cabinet log.

VI. EDUCATION/TRAINING

A. Education and/or training is provided as needed

VII. REFERENCES

A. DEA. (n.d.). The controlled substances act. www.dea.gov. https://www.dea.gov/drug-information/csa

B. Controlled Substances - California State Board of Pharmacy. (n.d.). www.pharmacy.ca.gov. https://www.pharmacy.ca.gov/licensees/controlled_substances.shtml

Approval Signatures

Step Description	Approver	Date

P&T or IPC	Kiri Golleher: Pharmacy Clinical Coordinator	Pending
Policy Committee	Rebecca Alaga: Regulatory/ Accreditation Coordinator	5/21/2026
Policy Owner	Genevieve delos Santos: Director Pharmacy	5/20/2026

Standards

No standards are associated with this document

Status **Pending** PolicyStat ID **20119362**

Origination	4/24/2020
Approved	N/A
Expires	3 years after approval
Owner	Megan Giovanetti: Director Cardiovascular Services and Sleep
Area	Cardiology Departments

Exercise Stress Echo Protocol

I. POLICY STATEMENT

A. N/A

II. PURPOSE

A. To provide guidelines for the cardiac sonographer in performing an exercise stress echo.

III. DEFINITIONS

A. N/A

IV. GENERAL INFORMATION

A. Stress testing is performed by a Cardiologist or other qualified personnel who are credentialed to perform the procedure by Medical staffing or by competency. A non-invasive cardiovascular tech will assist in monitoring the ECG tracing and patient condition. A cardiologist will be readily available and accessible should any questions or problems arise.

B. The patient will be correctly identified by two patient identifiers prior to testing (Medical Record # and Patient Name).

C. The patient's medical history, including primary care physician, risk factors for CAD, previous history of CAD, and previous test/and current medications will be obtained prior to the test. The cardiologist or primary physician will be notified if any contraindications to the testing are present (see contraindications section below).

D. The procedure must be thoroughly explained and a consent form signed prior to the procedure. (Use AIDETS)

E. A resting 12 lead ECG and blood pressure will be obtained prior to the testing by the non-invasive cardiovascular tech and presented to the supervising physician.

F. The cardiologist will be notified if the patient has signs or symptoms of ischemia following the test (e.g. chest pain, arrhythmias, marked ST changes, etc.).

G. In the event of an emergency or a cardiac arrest, the members of the stress team will immediately call the code team and notify the cardiologist and/or primary care physician.

H. **Contraindications:**

1. Patient complains of moderate or severe chest pain prior to procedure
2. Serious arrhythmias, including rapid ventricular or atrial arrhythmias
3. High degree of AV heart block
4. Blood pressure greater than 200mm Hg systolic or 100mg Hg diastolic
5. Acute non-cardiac disorders that may affect exercise performance or be aggravated by exercise (infection, severe anemia, or abnormal blood glucose levels)
6. Aortic valve stenosis (moderate to severe)
7. Hypertrophic obstructive Cardiomyopathy
8. Physical disability that would preclude safe and adequate test performance
9. Mental impairment leading to inability to cooperate or communicate symptoms

V. PROCEDURE

A. Supplies needed:

1. Blood pressure machine/cuff
2. Electrodes, alcohol, gauze
3. Stress equipment (treadmill, stress unit, echocardiogram machine)
4. Crash cart with defibrillator

B. Patient preparation:

1. The Correct patient order must be chosen from the worklist on both stress machine and Echo cart.
2. Explain the procedure to the patient and obtain informed consent.
    a. The Cardiovascular technician, Cardiac sonographer and RN are responsible for using AIDETS and explaining each portion of the exam.
3. Obtain Medical history
4. Connect the patient to the 12 lead ECG.
5. Obtain a diagnostic 12 lead ECG (show to supervising cardiologist)
6. Any baseline ECG abnormalities will be reported to the physician.
7. The patient will be instructed to report any symptoms they experience during the exam.

C. Echocardiography Machine Settings and Controls:

1. Once patient order is selected, press the PROTOCOL button, and then choose TEMPLATE, select exercise 2x4 or 2x5
2. Verify Physio is set to Channel 2.
3. Click BEGIN/CONT
4. Application menu will appear, choose EXERCISE
5. Obtain resting images (PLAX, SAX, 4Ch, 2Ch, Apical3)
    a. Obtain a limited pre-exam echo to evaluate other cardiac structures. The pre-exam should include: Color flow Doppler for valve assessment, left ventricular ejection fraction, left ventricular wall thickness, limited spectral Doppler of the AV, MV, TV, and PV.
    b. Return to the stress protocol
6. To obtain post-exercise images press the IMAGE STORE key once to start the continuous capture.
7. When finished obtaining post exercise images, press the IMAGE STORE key once again to stop the continuous capture.
8. Use the SELECT CYCLES key on the green LCD menu to select the appropriate images.
9. Select images and label. When finished click DONE.
10. You will be prompted by the machine to "delete the remaining continuous capture images from memory". Choose YES to DELETE.
11. Press the ARCHIVE button to save and end the exam.

D. The Standard Bruce protocol is used for most patients unless otherwise indicated. Optimum workload reaches 85% PMHR. Exam will end when target heart rate is achieved, if the patient develops hypotension, severe hypertension, significant ST elevation or arrhythmias (see section "Q" below for complete list). See Attachment A: Standard Bruce Protocol.

E. Obtain resting echo images and pre-exam:

1. PLA, SAX, 4Ch, 2Ch
    a. Use of the apical long axis (3chamber) may be used in place of the parasternal long axis.
2. The patient should be in the left lateral decubitus position
3. Images should be obtained at a proper scan depth and appropriate gain settings to maximize Left Ventricular endocardial visualization.
4. In the event that 2 or more wall segments cannot be visualized, contrast may be used.

F. Obtain a supine 12 lead ECG and Blood pressure

G. Obtain a standing 12 lead ECG and Blood pressure

H. Obtain the median 12 lead ECG report

I. The non-invasive cardiovascular tech will start exercise when instructed by the Physician or RN.

J. The non-invasive cardiovascular tech should monitor the patients ECG tracing continuously during exercise. BP should be checked every 2-3 minutes.

K. The non-invasive cardiovascular tech will stop the test when clinically indicated or instructed by supervising physician or RN. (See termination of exercise, section Q below) and press recovery.

L. Immediately upon termination of exercise, the echo images should be obtained. The sonographer has 60-90 seconds to obtain post exercise images.

    a. See section C above.

M. When finished, the sonographer will choose the best images that represent the most accurate view of the endocardial borders. (On axis and earliest acquired with highest heart rate).

N. The non-invasive cardiovascular tech will recover the patient until baseline heart rate is reached or until instructed by cardiologist, and then press "Test End".

O. The non-invasive cardiovascular tech will print the final report and send the test from the treadmill system to the MUSE and CVIS.

P. Stress Echo images are interpreted by an attending cardiologist. Reports are generated at the time of review.

Q. **Termination of Exercise:** The exercise stress echo will be terminated (unless directed otherwise by the supervising cardiologist or RN) if any of the following occur:

    1. Any drop in systolic blood pressure (associated with symptoms) despite an increase in workload or a greater than 20 point drop in blood pressure associated with ECG changes.
    2. An increase in systolic blood pressure to ≥ 220mmHg and increase in diastolic pressure to ≥ 120mmHg.
    3. Symptoms of significant chest pain, ataxia, dizziness, or syncope.
    4. Development of Wide QRS Tachycardia which cannot be distinguished from ventricular Tachycardia.
    5. Signs of poor perfusion (cyanosis or pallor), weakness, presyncope.
    6. Fatigue, Leg cramps, or claudication.
    7. Excessive ST segment depression (e.g. >3mm).

R. Orders may be entered in Electronic Health Record (EHR) by the physician, Cardiology clerk or technicians prior to testing.

S. All findings are documented in the final report.

VI. EDUCATION/TRAINING

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

VII. REFERENCES

A. Pellikka, P., Nagueh, S., Elhendi, A., Kuehl, C., Sawada, S. (2020). Guidelines for Performance, Interpretation, and Application of Stress Echocardiography in Ischemic Heart Disease: From the American Society of Echocardiography *Journal of the American Society of Echocardiography*. *Vol.33:1*.

Attachments

Standard Bruce Protocol.docx

Approval Signatures

Step Description	Approver	Date
Policy Owner	Megan Giovanetti: Director Cardiovascular Services and Sleep	Pending

Standards

No standards are associated with this document

Status **Pending** PolicyStat ID **18750334**

Origination	N/A
Approved	N/A
Expires	3 years after approval
Owner	Aaron Burnsides: Director Information Technology
Area	Cybersecurity Program

Informatics & IT Change Control

I. POLICY STATEMENT

A. It is the policy of Salinas Valley Health to ensure that all changes to Epic, other core clinical systems, and the supporting infrastructure are planned, reviewed, approved, implemented, and documented in a controlled and standardized manner to safeguard clinical operations and maintain the continuity of patient care.

II. PURPOSE

A. The purpose of this policy is to establish a standardized approach for managing changes to Epic, other core clinical systems, and IT infrastructure in order to minimize risk, maintain system integrity, and ensure uninterrupted clinical operations. A consistent and controlled change management process supports patient safety, regulatory compliance, operational efficiency, and effective communication across technical, clinical, and operational teams.

III. DEFINITIONS

A. CAB - Change Advisory Board - Approval board for changes requiring review.

B. Change Freeze - A defined period during which no non-critical changes are allowed in production.

C. Content Management Ticket - An Epic system tracking item used to document, manage, and approve build changes prior to their movement into production via Data Courier.

D. Data Courier - An Epic tool that moves configuration changes between non-production and production environments.

E. EMR - Electronic Medical Record.

F. HIPAA - Health Insurance Portability and Accountability Act.

G. INI - Epic Initialization File (Configuration settings file).

H. ITIL - Information Technology Infrastructure Library (Best Practices).

I. Peer Review - The review of a proposed change by a qualified individual who is not the primary implementer.

IV. GENERAL INFORMATION

A. Changes to Epic, other core clinical systems, and their supporting infrastructure can have a direct impact on patient care, clinical workflows, and regulatory compliance. Unplanned or poorly coordinated changes may result in downtime, data integrity issues, security vulnerabilities, or workflow disruptions.

To prevent these risks, all changes within the scope of this policy must follow a standardized change management process that includes assessment, approval, scheduling, communication, implementation, and post-change review. This process is overseen by the Change Advisory Board (CAB) to ensure appropriate stakeholder involvement, risk mitigation, and alignment with organizational priorities and maintenance windows.

The policy is intended to align with industry best practices, including ITIL change management principles, and supports compliance with applicable regulations such as the HIPAA Security Rule and other state and federal requirements.

B. Categories of Change

To ensure appropriate review, oversight, and quality control, all changes covered by this policy require peer review prior to approval or implementation, regardless of category. Peer review must be performed by a qualified individual who is not the primary change implementer, and the review must be documented in the change record.

C. Changes are classified as follows:

1. IT Minor Change – Changes with minimal risk or impact do not require Change Advisory Board (CAB) review. Notification to the CAB is required prior to implementation, and peer review must be completed before the change is executed. Must be recorded in the ITIL change management tool (FreshService). Changes will be automatically approved from a CAB perspective. Changes documented under this category may be challenged and require review by the CAB.
    a. Changes orchestrated in the repair or recovery of infrastructure or in response to an information system downtime under the incident response or disaster recovery plans are to be documented in this category for awareness and documentation.
    b. Interface changes to production systems are to be documented here.
2. IT Major Change – Significant changes to IT infrastructure, integrations, or configurations to other clinical applications that have potential impact on clinical systems or workflows. Including changes requiring clinical system downtimes other than routine maintenance windows. Requires CAB review and approval, as well as documented peer review prior to implementation. Must be recorded in FreshService.
    a. Replay of interface messages is a major or emergency change.

3. Epic Green Change – Changes within Epic limited to specific INIs on the "Green List" designated as low-risk. These are considered safe to implement without CAB approval but still require documented peer review. Must be documented in the associated Content Management ticket in Epic.
4. Epic Yellow Change – Changes within Epic to INIs on the "Yellow List" that require review and approval from the INI owner or owning group, in addition to documented peer review. Must be documented in the associated Content Management ticket in Epic.
5. Epic Red Change – Changes within Epic to INIs on the "Red List" that always require CAB review and approval, as well as documented peer review. Must be recorded in FreshService and documented in the associated Content Management ticket in Epic. The current INI risk classification list ("Green," "Yellow," and "Red") is maintained by Enterprise Informatics and linked here: [Insert Link to INI Listing].

D. Documented changes using Freshservice should trigger appropriate notifications to the CAB and IT/Informatics teams.

E. Minimal risk are changes not expected to cause measurable impact to operations or patient care.

1. No Expected Downtime – The change can be performed without service interruption to production systems, including Epic and other core clinical systems.
2. No Workflow Impact – No changes to end-user workflows, screen layouts, or functionality requiring training or communication.
3. Reversible Without Impact – The change can be rolled back quickly without residual issues if problems occur.
4. No Security or Compliance Risk – The change does not alter security configurations, access permissions, audit logging, or protected health information (PHI) handling.
5. Follows an Approved Standard – The change follows an existing, approved, and documented procedure or build standard.

F. The Change Control Group may reclassify an INI's risk ranking, with any changes requiring ratification from the Director, Enterprise Informatics.

G. Change Control Requirement

1. Change control is required for moving any item into Epic Production unless other approved temporary change management or freeze controls are in place.
2. The Director of IT and the Director of Enterprise Informatics have the authority to initiate a change freeze or to temporarily modify the Change Management process when operational requirements demand it, such as during major upgrades, planned outages, disaster recovery operations, or other significant events.
3. Any temporary modifications or freeze periods must be clearly communicated to all impacted teams, documented in the change management records (if available), and include defined start and end dates. Once the freeze period or temporary process ends, the standard Change Management process will resume.

H. Change Advisory Board (CAB) Makeup

All Epic teams are expected to provide representation to change management. Every change requiring CAB approval must have a minimum **13** votes of approval.

1. Of these, 7 votes must be from the designated team managers or their assigned representative.
2. The remaining votes may be met by participating IT/Informatics Staff or the additional designated CAB members.
3. Directors of Informatics and IT may represent their staff for any quorum role.

When a vacancy exists for a required role, an alternate may be assigned by Directors of Informatics or IT. If no alternate is assigned, the quorum requirement is temporarily reduced by that role. Managers may designate staff who directly or indirectly report to them and who are able to speak knowledgeably and authoritatively on behalf of their assigned area. The CAB will not be able to approve items requiring a vote without a quorum. An emergency change request review is then required.

Required Members of CAB for Quorum:

1. Epic Revenue Cycle Manager (or assigned representative)
2. Epic Clinical Applications Manager (or assigned representative)
3. Epic Ancillary Applications Manager (or assigned representative)
4. Epic Ambulatory & Lab Manager (or assigned representative)
5. Epic Training Manager (or assigned representative)
6. IT Support Manager (or assigned representative)
7. IT Reporting & Integration Manager (or assigned representative)
8. Participating IT/Informatics Team Members
9. Participating IT/Informatics Team Members
10. Participating IT/Informatics Team Members
11. Participating IT/Informatics Team Members
12. Participating IT/Informatics Team Members
13. Participating IT/Informatics Team Members

Additional Members of CAB (also meets required Quorum count)

1. Chief Nursing Officer (or assigned representative)
2. Vice President, Quality & Risk (or assigned representative)
3. Vice President, Information Technology (or assigned representative)
4. Cybersecurity Risk Manager (or assigned representative)

I.

J. Emergency changes for emergent problems, patient safety, emergencies, downtimes, or off-hours may be approved by:

1. Director, Enterprise Informatics
2. Director, Information Technology
3. Hospital Incident Commander (if the emergency command center activated)
4. IT / Informatics Incident Response Lead (related to scope of incident)

K. Exemptions from Change control include individual changes for:
    1. User administration
        a. Mass-changes to records
    2. Device provisioning/replacement
    3. Standard, fully automated processes
    4. Peripheral replacements
    5. Non-production system changes
    6. Standard downtime windows for routine updates & patching

V. PROCEDURE

A. All CAB change requests must be submitted using the Freshservice change request template that matches the type of change being requested. Correct template use is required to ensure proper routing, review, and approval.

B. Available Templates:
    1. Epic Major Configuration Change Request – For Epic “Red” changes and any Epic change requiring CAB approval.
    2. Epic Minor Configuration Change Request – For documenting changes that can only be done in production (that are not otherwise red). Also for documentation of Epic “Green” or “Yellow” changes during change freeze periods.
    3. IT Major Change Request – For IT infrastructure, other clinical systems, or system changes requiring CAB review and approval.
    4. IT Minor Change Request – For low-risk IT changes or other clinical system changes requiring notification only.
    5. Emergency Change Request - For emergency changes meeting the above criteria.

C. Submission Requirements:
    1. Select the appropriate template in Freshservice based on change category.
    2. Provide all relevant details in the form, including business justification, impact assessment, back-out plan, testing evidence, proposed implementation date/time, and any communication channels needed for changes requiring wider notification, training, or downtime announcements.
        a. Communication channels include but are not limited to:
            i. Tip Sheets
            ii. Email

iii. Distribution to Management

iv. Learning home dashboard updates

v. Formal training

3. Ensure peer review is completed and documented before submission.
4. Requests must be submitted no later than 30 minutes before the scheduled CAB meeting to be eligible for review. If no changes are submitted by that time, the CAB meeting will be canceled.
5. For all Epic change management items, all supporting change documentation must be saved to the Content Management ticket prior to moving the change into the Epic Production environment via Data Courier.

D. Review & Process Improvement

1. All changes that are rolled back from production, must be reviewed by the CAB as a process improvement activity.
2. All changes that cause unexpected disruption or downtime must be reviewed by the CAB as a process improvement activity
3. Process improvement review should be performed at least annually to review the effectiveness of the process. Feedback from the CAB team to improve this process should be taken into account for process improvement. Metrics regarding emergency changes and channels utilized should be reviewed during this process.
4. Periodic reviews of the data courier process and change management process to ensure process is being followed is required to be performed by the Epic Security team at least quarterly but also as needed. Data moves without properly documented authorization are to be reported to the change initiator's manager.

E. 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

CAO	Alysha Hyland: Chief Administrative Officer	4/21/2026
VP Information Technology	Audrey Parks: Vice President Information Technology	4/16/2026
Cyber Security Risk Manager	Brian McCarthy: Cybersecurity Risk Manager	3/19/2026
Policy Committee	Rebecca Alaga: Regulatory/ Accreditation Coordinator	3/9/2026
Policy Owner	Aaron Burnsides: Director Information Technology	3/4/2026

Standards

No standards are associated with this document

Status Pending PolicyStat ID 19235955

Origination	9/13/2019
Approved	N/A
Expires	3 years after approval
Owner	Marissa Gonzalez: Manager Cardiology Clinical
Area	Cardiology Departments

Pharmacologic Stress Test with Modifications for Exercise

I. POLICY STATEMENT

A. N/A.

II. PURPOSE

A. To assist the non-invasive cardiovascular technician in the evaluation of the patient's cardiac status during a pharmacologic stress test with modifications for the addition of exercise when necessary.

III. DEFINITIONS

A. Pharmacologic stress test: a stress test that includes the use of a pharmacologic agent to stress the heart.

IV. GENERAL INFORMATION

A. N/A

V. PROCEDURE

A. Prior to patient preparation, the cardiology nurse will obtain the patient's consent

B. Check for patient allergies to pharmacologic stress agents (e.g., adenosine, dipyridamole/ Persantine, regadenoson/Lexiscan, dopamine/dobutamine) prior to administration.

C. If not already done, the non-invasive cardiovascular technologist will enter an order in the Electronic Health Record (EHR).

D. Provide appropriate education regarding the stress test and answer any questions the patient

may have.

E. Begin patient preparation
    1. Observe universal precautions
    2. Using alcohol, moisten 4X4 gauze pad and vigorously rub the areas of electrode placement until the skin is lightly pink
    3. Using abrasive pad, briefly go over the previously prepped areas
    4. Place electrodes in the appropriate area following 12 lead ECG application
    5. Re-prep area if electrode does not appear to have good contact with the skin
    6. Attach lead wires to electrodes.

F. Connect the patient to the blood pressure monitor.

G. Enter patient demographics on the stress test machine
    1. Select "New Test"
    2. Select "Order List"
    3. Select Patient from order list.
    4. Select appropriate protocol
    5. Press "Pre-Test"
    6. Enter all test information

H. While in **Pretest** phase, record the "Diagnostic ECG".

I. Record Supine blood pressure and Supine 12 lead ECG.

J. Begin the test when the physician or the cardiology nurse gives approval to start the test

K. When instructed by the physician or the cardiology nurse, phase into Exercise when infusion of the medication begins. Note: If the attending cardiologist would like to enhance the test with the use of the treadmill for exercise, the non-invasive cardiovascular technologist will assist the patient on the treadmill if necessary.

L. The Nuclear Medicine Technologist will inject the isotope at the appropriate time.

M. The non-invasive cardiovascular technologist is responsible for entering all blood pressure data into the stress test machine (every two to three minutes or as instructed by the physician or nurse).

N. Capture any arrhythmias with the "recall" button

O. When the nurse/NM technologist notifies you that the infusion is complete, phase into **Recovery** and continue to monitor the patient. When instructed by the physician or the cardiology nurse phase into **Test End**.

P. Disconnect the patient from the stress test machine; do not disconnect the patient from the Blood Pressure Monitor, as the nurse will continue to monitor the patient.

Q. After the physician has completed their interpretation, transfer the test to MUSE. If a PA or cardiology nurse is supervising the test Export to MUSE for the attending cardiologist to read.

R. **Indications for Terminating the Stress Test**:

Absolute

1. Drop in Systolic blood pressure of > 10 mm Hg from baseline despite an increase in workload, when accompanied by other evidence of ischemia
2. Moderate to severe angina
3. Increasing nervous system symptoms (eg, ataxia, dizziness, or near-syncope)
4. Signs of poor perfusion (cyanosis or palor)
5. Technical difficulties in monitoring ECG or blood pressure
6. Patient desire to stop
7. Sustained Ventricular Tachycardia
8. ST elevation (≥1.0 mm) in leads without diagnostic Q waves

S. **Relative Indications:**

1. Drop in systolic blood pressure of (≥ 10 mmHg from baseline blood pressure despite an increase in workload, in the absence of other evidence of ischemia
2. ST or QRS changes such as excessive ST depression (>2mm of horizontal or downsloping ST segment depression) or marked axis shift
3. Arrhythmias other than sustained ventricular tachycardia, including multifocal PVC's, triplets of PVC's. supraventricular tachycardia, heart block or bradyarrhythmias.
4. Fatigue, shortness of breath, wheezing, leg cramps, or claudication.
5. Development of bundle branch block or IVCD that cannot be distinguished from ventricular tachycardia
6. Increasing chest pain
7. Hypertensive response

T. For Cardiology hospital patients, in the event that a patient develops any of the symptoms listed above in section V, Indications for terminating exercise, the performing physician or the cardiology nurse and stress test team will immediately attend to the patient and call the Rapid Response Team (ext. 2222) or a code blue (by dialing 0) at the performing cardiologists direction. For the Cardiovascular Outpatient Center, call 911.

VI. EDUCATION/TRAINING

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

VII. REFERENCES

A. American College of Cardiology (ACC), & American Heart Association (AHA). (2021). *2021 ACC/AHA guidelines for exercise testing*. *Journal of the American College of Cardiology, 77*(4), e61-e72. https://doi.org/10.1016/j.jacc.2020.11.051

B. Task Force on Practice Guidelines (Committee on Exercise Testing) (2018) Gibbons, R., Balady, G., Bricker, T., Chaitman, B., Fletcher, G., Frolicher, V., Et.al.

Approval Signatures

Step Description	Approver	Date
Policy Committee	Rebecca Alaga: Regulatory/ Accreditation Coordinator	Pending
Policy Owner	Marissa Gonzalez: Manager Cardiology Clinical	5/21/2026

Standards

No standards are associated with this document

Status **Pending** PolicyStat ID **20235446**

Origination	3/31/2020
Approved	N/A
Expires	1 year after approval
Owner	Tiffany DiTullio: Vice President Partner and Community Relations
Area	Scopes Of Service

Scope of Service: Health Promotion

I. SCOPE OF SERVICE

Health Promotion supports the Mission, Vision, Values and Strategic Plan of Salinas Valley Health in alignment with the Community Health Needs Assessment and has designed services to meet the needs and expectations of patients, families and the community.

The purpose of Health Promotion is to enhance patient services and health programs that help Salinas Valley Health remain a leading provider of medical care. The goal of Health Promotion 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 Salinas Valley Health goals and objectives, the Health Promotion unit develops goals to direct short term projects and address opportunities evolving out of quality management activities. These goals will have input from other staff and leaders as appropriate and reflect commitment to annual hospital goals.

The goals of Health Promotion are:

A. To develop, implement and evaluate programs with the aim of health enhancement, wellness education and disease prevention including activities of an informational nature, as well as those whose intent is skills development and behavior modification.

B. Programming and education offerings include lectures, workshops, coordinated fitness options, screenings, wellness programming and other health events.

III. DEPARTMENT OBJECTIVES

A. To support Salinas Valley Health objectives.

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

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

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

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

F. To evaluate staff performance on an ongoing basis.

G. To provide appropriate staff orientation and development.

H. To monitor Health Promotion function, staff performance, and care / service for quality management and continuous quality improvement.

IV. POPULATION SERVED

Clinical:

The Health Promotion Department provides health and wellness information to the community with a goal of connecting the population to services the health care system offers. The Health Promotion Department also coordinates classes for the community, such as Childbirth Preparation, Breastfeeding, CPR/AED and First Aid. The Health Promotion Department also partners with Salinas Valley Health Registered Nurses to offer Blood Pressure screenings at community events.

Non-Clinical:

The Health Promotion provides services including but not limited to: health and wellness programs/ classes, farmers' market programs, community lectures, wellness programming for local employers.

V. ORGANIZATION OF THE DEPARTMENT (include organizational chart)

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

A. The Department purpose is to provide educational programs for the community, District and hospital staff, which enable individuals to make choices that support overall wellness and reduce their risk of developing preventable disease while increasing their success in sustaining optimal health. The Department also works to enhance patient services and health programs that help Salinas Valley Health remain a leading provider of medical care.

B. The Manager assumes twenty-four (24) hour responsibility for the Department.

C. The Manager of the Department is directly responsible to the Director of Marketing. It is the Manager'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 Manager of Health Promotion. In the Manager's absence, the position is filled by their designee. It is his/her responsibility to carry out the duties of the Manager in his/her absence.

VII. REQUIREMENTS FOR STAFF (applicable to department)

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

A. Licensure / Certifications:
N/A

B. Competency
N/A

C. Identification of Educational Needs

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

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

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

D. Continuing Education
N/A

VIII. STAFFING PLAN

A. Hours of Operation
The Unit/Department provides services Monday through Friday from 8:30 a.m. to 5:00 p.m.

B. Flexible hours are occasionally required; staffing requirements will be met by adjusting schedules authorizing overtime and/or utilizing temporary services.

C. Location of department
212 San Jose Street, Salinas, California.

IX. EVIDENCED BASED STANDARDS

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

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

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

X. CONTRACTED SERVICES (as applicable)

A. Contracted services under this hospital service are maintained in the electronic contract monitoring software program.

XI. PERFORMANCE IMPROVEMENT AND PATIENT SAFETY

Health Promotion supports the Salinas Valley Health'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 Salinas Valley Health Strategic initiatives and in concert with the Quality Improvement Plan and the Quality Oversight Structure, Health Promotion Department will develop measures to direct short-term projects and deal with problem issues evolving out of quality management activities.

Attachments

Director of Marketing

Approval Signatures

Step Description	Approver	Date
LWG	Rebecca Alaga: Regulatory/ Accreditation Coordinator	Pending
Policy Committee	Rebecca Alaga: Regulatory/ Accreditation Coordinator	5/8/2026
Policy Owner	Tiffany DiTullio: Vice President Partner and Community Relations	3/26/2026

Standards

No standards are associated with this document

Status **Pending** PolicyStat ID **17072276**

Origination	6/6/2022
Approved	N/A
Expires	1 year after approval
Owner	Mary Heacox: Director Clinic Services
Area	Scopes Of Service

Scope of Service: Taylor Farms Family Health & Wellness Center

I. SCOPE OF SERVICE

Taylor Farms Family Health & Wellness Center supports the Mission, Vision, Values and Strategic Plan of Salinas Valley Health and has designed services to meet the needs and expectations of patients, families and the community.

The purpose of Taylor Farms Family Health & Wellness Center is to enhance patient services and health programs that help Salinas Valley Health remain a leading provider of medical care. The goal of Taylor Farms Family Health & Wellness Center is to ensure that all customers will receive high quality care / service in the most expedient and professional manner possible.

Outpatient Behavioral Health Services

Services (Provided by a licensed clinician; Licensed Clinical Social Worker)

- *Short-term psychotherapy*: One-on-one, goal-oriented, short term therapy. Care by referral.
- *Family therapy and couples therapy*: Usually offered to support a specific client, often a child. Care by referral.
- *Psycho-ed classes*: Classes are designed to teach patients practical skills. Classes can be used in addition to psychotherapy or as a stand-alone intervention.

Privacy Practices

In addition to new patient registration, patients receiving behavioral health services at TFFHWC receive additional consent to ensure their privacy is protected.

Confidentiality

In general, the privacy of all communications between patient and therapist is protected by state and federal law, and pursuant to those laws, Taylor Farms Family Health & Wellness Center Multispecialty Care will only release information about a patient to others with the patient's written permission. There are a few exceptions allowed by law.

II. GOALS

In addition to the overall Salinas Valley Health goals and objectives, Taylor Farms Family Health & Wellness Center 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 Taylor Farms Family Health & Wellness Center are:

A. There is enough equipment and supplies maintained to adequately perform the services that are offered at TFFHWC and the department contains the appropriate equipment needed.

B. There is proper resuscitative and monitoring equipment is immediately available.

III. DEPARTMENT OBJECTIVES

A. To support Salinas Valley Health objectives.

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

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

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

E. To support the provision of a therapeutic environment appropriate for the population 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 Taylor Farms Family Health & Wellness Center function, staff performance, and care / service for quality management and continuous quality improvement.

IV. POPULATION SERVED

Clinical:

TFFHWC will serve the patients of South Monterey County. Services offered at TFFHWC are designed to serve patients with multi-specialty care needs with an emphasis on medically underserved residents of the area. The range of services represents a commitment to meet the multi-specialty care needs for this community as is possible in one location.

The clinic meets the purpose and scope of 42 CFR 491.1-11 to meet reimbursement requirements for Medicare and Medicaid and is in an area that meets the criteria for classification as a shortage area. (Refer to 42 CFR 491.1, 491.2 & 491.5 for clarification of designation.) The clinic primarily engaged in providing outpatient health services and meets all other conditions of subpart 491.9 (a) (2).

V. ORGANIZATION OF THE DEPARTMENT

Salinas Valley HEALTH

A. Hours of Operation:
TFFHWC is open six days per week with extended hours of 9am – 7pm, Monday through Thursday to accommodate the patients. TFFHWC is also opened Friday from 9am – 5pm and Saturday from 9am – 12pm. These hours of operation are posted outside the clinic.

B. Location of department:
850 5th Street, Gonzales, California 93926

C. Admission, Discharge, Transfer Criteria: N/A

D. Major Services / Modalities of care may include:
The focus of the clinic is multi-specialty care including primary care. Primary care consists of basic diagnosis and treatment services for the initial entry of the patient into the health care system for a problem. Primary care also includes the referral, coordination and integration of more complex types of care such as specialty care and hospitalization. Some of the necessary multi-specialty care referrals are offered at the site for established services lines including but not limited to behavioral health, diabetes care, general surgery, orthopedic surgery, obstetrics, gynecology and podiatry.

Important elements of primary care within the clinic are as follows:

1. Prevention of disease through encouragement of healthy lifestyles.
2. Early detection of disease through a process of a health assessment and patient education.
3. Diagnosis and treatment for acute and chronic illness.
4. Organized health services through the development of a plan of care and patient education.
5. Access to subspecialty and inpatient services based on medical need.
6. Access to radiology services using single detector DFMT 50kW Digital Radiographic System.

The clinic offers well care in the following areas, included, but not limited to:

1. Work physicals, driver's exam physicals on request.
2. Adult and geriatric health maintenance exams on request.

3. Immunizations.
4. Blood pressure screening on all adults.
5. Well women care including Pap smear.
6. Nutritional counseling.
7. Well-child examinations including CHDP exams, WIC exams, regular new baby check-ups and other health maintenance exams on request.
8. Health education services.
9. Mental health and/or psycho-social assessment or referral.
10. Radiology services include but are not limited to extremities, chest, skull, sinus, back and hips.

Patients will be scheduled or rescheduled for health maintenance services in accordance with established procedures and time limits. Procedures in office include colposcopies and circumcisions with the appropriate equipment and workflow in place to safely conduct the procedures.

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

A. Multi-specialty care for the residents of south Monterey County as a provider based rural health clinic operating as an outpatient department of Salinas Valley Health.

B. All licenses, certificates and permits to operate are located at the clinic.

C. TFFHWC is a department of the hospital and therefore is overseen by the governing body of Salinas Valley Health through delegation to the CEO/President (Refer to the policy on ABSENCE OF PRESIDENT/CHIEF EXECUTIVE OFFICER). The Director of Clinic Operations assumes twenty-four (24) hour responsibility for care provided at the Center. The Director of Clinic Operations is directly responsible to the Chief Medical Officer. It is the Director's duty to attend all administrative and technical functions within the clinic. All personnel within the department are under the guidance and direction of the Director, either directly or indirectly. The Clinical providers (Physician and PA) have a direct report to the Chief Medical Officer. Other clinicians (Clinical Manager and MA) are provided under contract services but aligned under the Director. In the Director's absence, the position is filled by the Chief Medical Office or their designee. It is his responsibility to carry out the duties of the Director in his/her absence. Refer to the Organizational Charts for more information.

D. TFFHWC emphasizes the importance of health maintenance, prevention and early detection of diseases and health problems. Services offered at TFFHWC shall be linguistically, socially and culturally acceptable to the patients served while offering affordable care for the patients. The services provided to the patients, will be coordinated and integrated to assure the continuity of patient care.

E. TFFHWC encourages patients to practice healthy lifestyles, which always promote physical and mental well-being and to utilize the preventive health services offered by the clinic.

F. TFFHWC utilizes a variety of practitioners including but not limited to physicians, physician assistants and medical assistants to provide patient care during the hours posted for clinic operations. A physician provides medical orders, medical direction, medical care services, consultation, supervision of the healthcare staff and chart review. He or she is also available through direct telecommunication for consultation, assistance with medical emergencies, or patient referral. The physician assistant is available to furnish patient care services at least 50 percent of the clinic's operating hours, in accordance with the defined and approved Clinical Privileges Practice Agreement TFFHWC, Physician Assistant – Ambulatory Care . Patient records are reviewed on a regular basis by the professional staff, including the physician, to evaluate current orders and treatments used by the practitioners as well as patient outcomes.

G. Diagnosis and treatment will be part of the clinic services, as medically indicated. A problem list and medication list will be formulated for each patient and a plan of care will be developed. Appropriate treatment for a variety of conditions, within the capabilities and privileges of the practitioner, will be furnished based on the patient's diagnosis.

H. An adequate health evaluation shall be made for all new patients registered or accepted for care. Prior heath records shall be obtained when necessary. Baseline information will be collected on all patients, including but not limited to medical health and social history, physical examination data, assessment of health status and laboratory test results. Data will be updated for active patients as necessary. All clinic provider staff members will contribute to this assessment including actual data collection and patient education.

I. The attending licensed independent practitioner (LIP) is responsible for assuring that appropriate and adequate ancillary services, e.g., pharmacy, laboratory and radiology, are provided based on the needs of the patient. If there are no resources available for the patient to access appropriate and adequate services through referral from the clinic, the provider is responsible for referring the patient to an agency or institution that can help the patient access these services. The attending LIP is also responsible for assuring that all necessary specialty consultations are sought and that patients are properly referred to and followed-up on external sources of care needed.

J. The clinic has written policies for patient care, treatment and description of services, which adhere to applicable Local, State and Federal Laws, and a mechanism is in place for review of policies. The clinic's professional staff develops, executes and reviews the clinic's policies and services provided. The Clinic Medical Director is responsible to assure the Clinical Privileges Practice Agreement, Physician Assistant is defined based on current evidence-based practices using references such as the Medical Library. The Clinic Medical Director is responsible for review and approval of the performance improvement activities for the clinic. UpToDate has been defined by the Clinic Medical Director and other Non-Physician Providers as the agreed upon source of truth for practice for current clinical information. All Providers that provide patient care are required to maintain active Basic Life Support (BLS) certification.

K. The physician, in conjunction with the PA participates in developing, executing and periodically reviewing the clinic's written policies and services provided. This group along with other pertinent stakeholders acts as an advisory group as well as part of the policy development annual review. At a minimum, this group includes a physician, physician's assistant and one person who is not a member of the clinic staff and is a professional that is not directly related to healthcare delivery.

L. The clinic has written policies & procedures for maintaining patient health records which includes but is not limited to staff designations for entry, release and removal of medical

records. Designated members of the clinic's professional staff are responsible for the oversight of medical records and for complete and accurate documentation, ready accessibility and systematic organization. There is a healthcare record for each person receiving services. Records are maintained on-site, in an electronic format and are available at any time the patient needs care. Furthermore, the clinic has a mechanism in place that assures that adequate patient health records are maintained and transferred as required when patients are referred.

M. The clinic has a written policy for referring patients to needed services that cannot be provided as well as follow up that is related to the type of service provided and patient condition. The clinic process in place for the follow-up of patients includes but is not limited to:

- Missed appointments
- New medication or treatment
- Lab or diagnostic results
- Referrals and consultations

N. Documentation of follow-up by the appropriate staff member, including telephone calls, is found in the patient record and incorporates any necessary changes needed in the patient's record.

VII. REQUIREMENTS FOR STAFF

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. Licensure / Certifications:

The basic requirements for Medical Assistant include: Medical Assistant Certification
The basic requirements for X-Ray Technician include: X-Ray Technician Certification
The basic requirements for Physician Assistant and Physician include: Required medical and state licensure. Details on file with SVH Medical Staff Office.
The basic requirement for the Licensed Clinical Social Worker includes: Required licensure by the California Board of Behavioral Sciences as a social worker.

B. Competency

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

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

C. Identification of Educational Needs

Staff educational needs are identified utilizing a variety of input:

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

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

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

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

VIII. STAFFING PLAN

Staffing is adequate to service the customer population. The unit is staffed with enough 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. In the event staffing requirements cannot be met, this department will meet staffing requirements by utilizing the on-call system, registry and per diem. Authorization of overtime will also be considered.

Patient acuity level is determined each shift to plan for staffing needs for the following shift. Patient assignments are made based upon staff skill level and total patient acuity.

General Staffing Plan:

Assignments are made by the Clinic Manager based needs of the patients, technology involved, competencies of the staff, the degree of supervision required, and the level of supervision available. The team at TFFHWC consists of physicians, advanced practice professionals, medical assistants, billers, referral specialist, receptionists and clinic manager.

In the event of a severe emergency, the minimum amount of staff required to safely operate this unit is: 5 staff members

IX. EVIDENCE BASED STANDARDS

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

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

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

X. CONTRACTED SERVICES

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

XI. PERFORMANCE IMPROVEMENT AND PATIENT SAFETY

Taylor Farms Family Health & Wellness Center supports the Salinas Valley Health'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 the quality improvement practices / processes determined by this organizational unit.

In addition to the overall Salinas Valley Health Strategic initiatives and in concert with the Quality Improvement Plan and the Quality Oversight Structure Taylor Farms Family Health & Wellness Center will develop measures to direct short-term projects and deal with problem issues evolving out of quality management activities.

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

Approval Signatures

Step Description	Approver	Date
Board Approval	Rebecca Alaga: Regulatory/ Accreditation Coordinator	Pending
LWG	Rebecca Alaga: Regulatory/ Accreditation Coordinator	5/21/2026
Policy Committee	Rebecca Alaga: Regulatory/ Accreditation Coordinator	5/21/2026
Policy Owner	Mary Heacox: Director Clinic Services	5/21/2026

Standards

No standards are associated with this document

Status **Pending** PolicyStat ID **20104195**

Origination	3/27/2017
Approved	N/A
Expires	3 years after approval
Owner	Megan Giovanetti: Director Cardiovascular Services and Sleep
Area	Cardiology Departments

Sheath Removal/Hemostasis/Manual Pressure - Cardiac Cath Lab

I. POLICY STATEMENT

A. N/A

II. PURPOSE

A. To safely provide hemostasis of arterial and venous access sites to prevent bleeding while maintaining adequate circulation to the affected limbs.

III. DEFINITIONS

A. N/A

IV. GENERAL INFORMATION

A. Hemostasis will be provided post procedural (i.e. sheath removal)

V. PROCEDURE

A. Assemble equipment:
    1. Eye protection
    2. 4x4's
    3. Sterile gloves
    4. Sterile sponges

5. Automatic blood pressure cuff
6. Cardiac monitor
7. Have atropine 1.0ml available in the event a vasovagal reaction should occur.

B. Operation:
    1. Monitor vital signs per protocol
    2. Check pulses
    3. Place two fingers over the arterial/venous access site with one finger above and one directly on the puncture site. Simultaneously press down and remove sheath.
        a. If mottled/blue appearance of extremity appears, reduce pressure while maintaining hemostasis.
    4. Maintain constant manual pressure for 12-15 minutes. Holding time varies with each patient.
    5. Slowly remove fingers from site.
    6. Observe for bleeding, oozing and hematoma formation.
    7. Observe vital signs for changes
    8. Recheck pulses.

C. Educate patient to signs/symptoms of post-sheath removal bleeding.

D. If a hematoma is present, notify the physician and the nursing unit and document in the patient record.

E. Documentation:
    1. Document hemostasis has been obtained in the patient record.
    2. Document hematoma if present.

VI. EDUCATION/TRAINING

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

VII. REFERENCES

A. N/A

Approval Signatures

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

Cath Lab Medical Director - Dr. Zetterland	Megan Giovanetti: Director Cardiovascular Services and Sleep	4/15/2026
CNO	Carla Spencer: Chief Nursing Officer	3/27/2026
Policy Committee	Rebecca Alaga: Regulatory/ Accreditation Coordinator	3/27/2026
Policy Owner	Megan Giovanetti: Director Cardiovascular Services and Sleep	3/10/2026

Standards

No standards are associated with this document

BOARD MEMBER COMMENTS

AND REFERRALS

(VERBAL)

QUALITY AND EFFICIENT

PRACTICES COMMITTEE

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

(CATHERINE CARSON)

PERSONNEL, PENSION & INVESTMENT COMMITTEE

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

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

(CATHERINE CARSON)

Board Paper: Personnel, Pension and Investment Committee

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

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

Date: May 18, 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 a physician specializing in **neurology** as a recruiting priority for SVH's service area. Based on the Medical Staff Development Plan, the specialty of neurology was recommended as a priority for recruitment. SVH Specialty Clinic receives over 400 new patient referrals to neurology monthly, and the current average new patient appointment wait time exceeds 100 days. Recruiting an additional neurologist to SVH Clinics, will improve patient access in both the outpatient and hospital settings and provide additional emergency department call coverage.

The recommended physician, **Matthew Yanus, MD**, received his Doctor of Medicine degree in 2021 from Tufts University School of Medicine in Boston, MA. Dr. Yanus, a current vascular neurology Fellow and a neurology resident alumnus at Houston Methodist Hospital, plans to join SVH Clinics in October of 2026. Dr. Yanus completed his undergraduate degree at University California at Berkely and is eager to relocate back to California to set down roots in the community.

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 Neurology panels in equitable rotations with other credentialed physicians. Five (5) days of call per month are included in productivity compensation. Call days in excess of five (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 thousand dollars ($370,000) 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-nine dollar ($69.00) 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 fifteen percent (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 fifty thousand dollars ($50,000), which is structured as forgivable loan over two years of service.

Meeting our Mission, Vision, Goals

Strategic Plan Alignment

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

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 Matthew Yanus, MD:**
   - That the recruitment of physician specializing in neurology 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. Yanus; and**
3. **The Contract Terms of the Neurology Professional Services Agreement for Dr. Yanus.**

Attachments

Curriculum Vitae for Matthew Yanus, MD

Matthew Richard Yanus, MD

EDUCATION / POST-GRADUATE TRAINING

Houston Methodist Hospital, Houston, TX **2025 - Present**
Fellowship, Vascular Neurology - In Progress

Houston Methodist Hospital, Houston, TX **2022 - 2025**
Residency, Neurology

Southern Hills Hospital & Medical Center, Las Vegas, NV **2021 - 2022**
Internship, Transitional Year

Tufts University School of Medicine, Boston, MA **2017 - 2021**
M.D. Degree

Tufts University School of Medicine, Boston, MA **2015 - 2017**
M.S. Degree, Biomedical Science

University of California, Berkeley, Berkeley, CA **2009 - 2013**
B.A. Degree, Molecular & Cell Biology (Neurobiology Emphasis)
B.A. Degree, Psychology

PROFESSIONAL PRESENTATIONS

Yanus, M.R., Salemi, A., Bhavsar, R., Zhang, T., McCane, C.D., Pan, A. P., Vahidy, F., Gadhia, R. R. *Trends in GLP1RA and SGLT2i Use in Ischemic Stroke Patients With Diabetes*. Poster presented at the International Stroke Conference 2024, Pheonix, AZ.

Salemi, A., Zhang, T., **Yanus, M.R.,** Bhavsar, R., Patel, H., Kherani, D., Garg, T. *Evaluating the Diagnostic Power of Abnormal TTE in Cryptogenic Strokes*. Poster presented at the 2024 Annual Meeting of the American Academy of Neurology, Denver, CO.

RESEARCH EXPERIENCE

Houston Methodist Hospital, Houston, TX **2023 - Present**
Resident Researcher: *Assessing the Clinical Impact of Hypercoagulability Panel Results in Stroke Patients: A Seven-Year Review*

- Currently performing a retrospective analysis of hypercoagulability panel laboratory results among stroke patients in an institutional stroke registry. The primary objective of this study is to assess the frequency with which abnormal laboratory findings have resulted in modifications to medical management.

Tufts Medical Center Department of Psychiatry, Boston, MA
Research Assistant: *A New Model to Address Shortage of Child and Adolescent Psychiatry* **2018 - 2019**

- Administered and scored questionnaires assessing an experimental triaging model for a Child and Adolescent Psychiatry clinic in a large urban hospital.

UCSF Bonding, Attunement, Neuropsychiatric Disorders Lab, San Francisco, CA **2014**
Research Assistant: *Psychoneurobiological Mechanisms of Group Cohesion*

- Contributed experimental tasks to a grant proposal assessing the effects of oxytocin to enhance group cohesion in military squads; the proposal was approved for Department of Defense grant funding with my contributions.
- Performed psychology studies on patient volunteers with schizophrenia focusing on oxytocin and social interaction.

UCSF Emotion, Health, and Psychophysiology Lab, San Francisco, CA **2013 - 2014**
Summer Intern: *Effects of Oxytocin Administration on Social Interactions*

- Evaluated volunteer participants through blood sampling, saliva sampling, and audio-visual and physiological data collection as evaluator, confederate, and control room operator.

UCSF Emotion, Health, and Psychophysiology Lab, San Francisco, CA **2013**
Research Assistant: *Effects of Oxytocin Administration on Social Interactions*

- Performed and scored experimental psychological and physiological studies on the effects of oxytocin on interracial stress.

UC Berkeley Golden Bear Sleep and Mood Research Clinic, Berkeley, CA **2012 - 2013**
PhD Dissertation Aide: *REM Sleep Physiology and Mood Regulation in Bipolar Disorder*

- Reviewed sleep-polysomnography data collected from patients with bipolar disorder receiving cognitive behavioral therapy at a university sleep clinic.

UC Berkeley Golden Bear Sleep and Mood Research Clinic, Berkeley, CA **2012 - 2013**
Biomeasures Team Leader: *Biological Rhythm Interventions for Sleep in Teens*

- Led the biosample (salivary melatonin, sex hormone, and DNA) collection team of research assistants in a university sleep clinic.

LEADERSHIP EXPERIENCE

Stroke Task Force Committee Member **2023 - Present**
Houston Methodist Hospital, Houston, TX

- Participated in a monthly hospital-wide interdisciplinary committee focusing on stroke protocols.
- Communicated updates regarding stroke protocol to residents.

Course Leader, Medical Interviewing and the Doctor-Patient Relationship
Tufts University School of Medicine, Boston, MA **2020**

- Lead groups of first-year medical students in a medical interviewing course.
- Modeled appropriate interviewing techniques and provided feedback on interviewing skills.

Student Council Representative & Treasurer **2017 - 2018**
Tufts University School of Medicine, Boston, MA

- Served as one of four representatives elected from the class of 2021.
- As Treasurer, met weekly with club leaders to manage organizational budgets.
- Worked closely with office of student affairs to coordinate club funding policies.

Clinic Coordinator **2017-2018**
The Sharewood Clinic, Malden, MA

- Coordinated up to 40 volunteers weekly at a student-run medical clinic for underserved populations.
- Trained breakout groups of students in physical exam skills.
- Participated in executive planning as a board member.

PROFESSIONAL SOCIETY MEMBERSHIPS

- Texas Neurological Society, Resident Member
- American Academy of Neurology, Junior Member
- American Medical Association, Member

C A N D I D A T E
S U M M A R Y
MATTHEW RICHARD YANUS, MD

Verification of License

Based on the information provided by the candidate and internet and/or telephone verification conducted on January 7, 2026. The following was revealed:

State	License No.	Issue Date	Expiration Date	Status	Disciplinary Action
NV - Training	LL3769	07/01/2021	06/30/2022	Inactive	No
TX	W3071	12/30/2025	02/28/2027	Active	No
NPI	1801472998	03/20/2021	Last Update: 06/27/2022		--
OIG	-	-	-	-	No

Board Certification

Dr. Yanus is not currently board-certified by the American Board of Medical Specialties.

Board Paper: Personnel, Pension and Investment Committee

Agenda Item: **Consider Recommendation for Board Approval of Contract Terms for Colleen Caprio, MD's Hospitalist Medicine Professional Services Agreement**

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

Date: May 18, 2026

Executive Summary

The Salinas Valley Health (SVH) **hospitalist medicine services** program operates under Salinas Valley Health Clinics (SVHC) and focuses on increasing patient and referring-provider satisfaction and improved retention of hospitalist physician staff. Due to the continued growth of the SVH Medical Center adult daily census, the need to staff and retain well-qualified, credentialed hospitalists to the program remains a high-priority.

Colleen Caprio, MD has been an active member of SVH Medical Staff since 2025 providing hospitalist coverage on an as-needed and as-available basis. In August of 2026, Dr. Caprio plans to transition to become a core member of the SVH Hospitalist Medicine team providing services as outlined in the schedule below.

Dr. Caprio received her Doctor of Medicine degree in 2016 from Ross University School of Medicine in Dominica. Dr. Caprio completed her internal medicine residency at Florida Atlantic University in Boca Raton. Since completing her training, Dr. Caprio has worked as an academic hospitalist, most recently at Natividad Medical Center, where she also serves as service line medical director.

Terms and Conditions of Agreements

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

1. **Professional Services Agreement** Essential Terms and Conditions:
   - Professional Services Agreement (PSA) Physician will be contracted under a PSA with Salinas Valley Health and a member of Salinas Valley Health Clinics – Hospitalist Medicine. 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 as a contracted physician.
   - Schedule. Physician will provide services under the PSA on as a 0.8 Full Time Equivalent (FTE).
     - Schedule expectation for 0.8 FTE of twelve (12) twelve-hour (12 hour) shifts per month and no less than one hundred forty-four (144) twelve-hour (12-hour) shifts per year.
   - Compensation:
     - Physician shall earn one hundred eighty-five dollars $185.00 per hour for services during the hours of 7am-7pm; two hundred dollars ($200.00) per hour during the hours of 7pm-7am
     - Physicians who work in excess of one hundred eighty (180) twelve-hour (12-hour) shifts per year, will be paid an additional seventy dollars ($70.00) per hour for each excess shift.
     - Physicians who provide emergency remote surge coverage shall earn an eight hundred ten dollars ($810.00) stipend per shift for processing admits remotely during peak census times.
   - Annual Incentive Plan in the amount of up to twelve thousand dollars ($12,000) for 0.8 FTE shall be available to physicians who meet the eligibility requirements of at least one thousand (1000) 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. Physician premiums are projected based on fifteen percent (15%) of SVH cost.
  - Access to SVH 403(b) and 457 retirement plans. Five percent base contribution to 403b plan that vests after three years. This contribution is capped at the limits set by Federal law.
  - CME annual stipend in the amount of two thousand four hundred dollars ($2,400) paid directly to you and reported as 1099 income.
- Professional Liability Insurance. Professional liability shall be provided through BETA Healthcare Group.

Meeting our Mission, Vision, Goals

Strategic Plan Alignment

The onboarding and retention of Dr. Caprio 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 transition of Dr. Caprio to Salinas Valley Health Clinics has been identified as a need for providing stable resources and inpatient coverage for SVH Hospitalist Medicine.

The compensation proposed in this agreement 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 Contract Terms of the Hospitalist Medicine Professional Services Agreement for Dr. Caprio.

Attachments

- Curriculum Vitae for Colleen Caprio, MD

Colleen Caprio, MD

Education:

07/2016 - 06/2019	Internal Medicine Residency, Florida Atlantic University, Boca Raton, FL
05/2011 - 04/2016	M.D., Ross University School of Medicine, Portsmouth, Dominica
01/2006 - 05/2010	B.S. (Biology, Molecular Cell Physiology), Monmouth University, West Long Branch, NJ

Professional Experience:

01/2023 - Present	Medical Director Hospitalist Service, Natividad Medical Center, Salinas, CA
08/2022 - Present	Academic Hospitalist, Natividad Medical Center, Salinas, CA
01/2020 - 07/2022	Academic Hospitalist, Inspira Medical Center, Mullica Hill, NJ
10/2019 - 07/2022	Academic Hospitalist, Cooper University Hospital, Camden, NJ
07/2018 - 06/2019	Chief Resident, Florida Atlantic University, Boca Raton, FL

Academic Appointments:

07/2021 - 07/2022	Hospitalist Fellowship Core Faculty, Cooper University Hospital, Camden, NJ
07/2021 - 07/2022	Internal Medicine Residency Core Faculty, Inspira Medical Center/Rowan School of Medicine, Mullica Hill, NJ
07/2021 - 07/2022	Assistant Professor of Medicine, Cooper Medical School of Rowan University, Camden, NJ
03/2020 - 07/2021	Instructor of Medicine, Cooper Medical School of Rowan University, Camden, NJ
07/2018 - 06/2019	Foundations of Medicine Clinical Skills Faculty, Florida Atlantic University, Boca Raton, FL

Services on Committees:

08/2024 - Present	Order Set Committee, Natividad Medical Center, Salinas, CA
06/2023 - Present	Medicine SIC Committee, Natividad Medical Center, Salinas, CA
02/2023 - Present	Geriatric Trauma Committee, Natividad Medical Center, Salinas, CA
10/2020 - 07/2022	Medication Safety Committee, Cooper University Hospital, Camden, NJ
08/2020 - 07/2022	Education Committee, Cooper University Hospital, Camden, NJ

State Licensure:

04/2022 - Present	California Medical License, Active
08/2019 - 12/2022	Pennsylvania Medical License, Inactive
04/2019 - 06/2023	New Jersey Medical License, Inactive

Certifications:

10/2019 - Present	Drug Enforcement Administration Certification
08/2019 - Present	American Board of Internal Medicine, Certified
07/2016 - Present	BLS and ACLS Certification
06/2016 - Present	ECFMG Certification

Professional Memberships:

02/2020 - Present	American College of Medical Quality, Member
10/2019 - Present	Society of Hospital Medicine, Member
06/2014 - Present	American College of Physicians, Member

Awards:

06/2025	Excellence in Teaching Award 2024-2025, Natividad Medical Center - Family Medicine Residency, Salinas, CA
06/2023	Faculty Teacher of the Year 2022-2023, Touro University California
06/2021	Vijay Rajput MD Excellence in Teaching Award, Cooper University Hospital, Cooper Medical School of Rowan University - Internal Medicine Residency, Camden, NJ
04/2021	Hospitalist Provider of the Month, Cooper University Hospital, Camden, NJ

Mentorship:

07/2021 - 07/2022	Intern Mentor, Inspira Medical Center, Rowan School of Medicine - Internal Medicine Residency, Mullica Hill, NJ
07/2020 - 06/2021	Hospitalist Mentor, Cooper University Hospital, Cooper Medical School of Rowan University - Internal Medicine Residency, Camden, NJ

Scholarly Activities:

Rebecca Morse, OMS3. Anjali Ganguly, OMS4. Chun Ning Hu, DO. Jessica Daggett, DO. **Colleen Caprio, MD.** An Atypical Presentation of Disseminated Tuberculosis in an Immunocompetent Patient. May 2024. UCSF Department of Family and Community Medicine Rodnick Colloquium.

Anjali Ganguly, OMS3. Jason Chen, MD. Alejandro Anaya, MD. **Colleen Caprio, MD.** An Atypical Presentation of Disseminated Coccidioidomycosis immitis in the Sternoclavicular Joint. May 2023. UCSF Department of Family and Community Medicine Rodnick Colloquium.

Joshua Levy, DO. Anamta Contractor, MD. **Colleen Caprio, MD.** Rare Presentation of a Rare Disease: Lemierre Syndrome Presenting With Pyomyositis and Septic Arthritis. May 2023. American Thoracic Society International Conference.

Michael Sam Rosenheck. Christopher Higham. Kaitlin Sanzone. **Colleen Caprio, MD**. New-Onset Bell's Palsy After Neuroinvasive West Nile Virus. BMJ Case Rep 2022; 15(7):e249770. https://doi.org/10.1136/bcr-2022-249770.

Andrew Alabd, MD. **Colleen Caprio, MD.** Nicolas Patel, MD. Sujani Yadlapati, MD. Michael Schwartz, MD. QI Project: Reduce the use of FOBT. Cooper University Hospital. In progress.

Daniel Olea-Mendoza, MD. Vittorio Terrigno, MD. Ayobamidele Balogun, MD. **Colleen Caprio, MD.** Gorham-Stout Disease: Interesting Cause of Pleural Effusion. BMJ Case Rep 2021; 14:e239891. https://doi.org/10.1136/bcr-2020-239891.

Hector Gonzalez, MD. **Colleen Caprio, MD**. Laura Salama, MD. Vlad Voin, MD. Hyperammonemic Encephalopathy: An Unusual Case Presentation of Multiple Myeloma. February 2019. Palm Beach County Medical Society Future of Medicine Summit.

Colleen Caprio, MD. Vikram Patel, MD. Hector Gonzalez, MD. Acute Epstein Barr Virus Induced Pancreatitis and Cholestatic Hepatitis. The American Journal of Gastroenterology. October 2018. 113:S709-S833. https://doi.org/10.1038/s41395-018-0304-4

Colleen Caprio, MD. Vikram Patel, MD. Simran Sidhu, MBBS. Age is Just a Number When it Comes to Diverticulitis. The American Journal of Gastroenterology. October 2018. 113:S834-S954. https://doi.org/10.1038/s41395-018-0305-3

Vikram Patel, MD. **Colleen Caprio, MD.** Simran Sidhu, MBBS. A Deadly Diagnostic Dilemma of Celiac Disease. The American Journal of Gastroenterology. October 2018. 113:S1377-S1442. https://doi.org/10.1038/s41395-018-0318-y

Colleen Caprio, MD. Patricio Espinosa, MD. A Rare Presentation of Neurosarcoidosis. September 2018. Florida Chapter American College of Physicians Poster Competition.

Colleen Caprio, MD. Touqir Zahra, MD. HIT to HITT. October 2017. Palm Beach County Medical Society Future of Medicine Summit.

Colleen Caprio, MD. Mark Rubenstein, MD. I Heart Sugar. October 2017. Palm Beach County Medical Society Future of Medicine Summit.

Educational Activities:

Colleen Caprio, MD. Internal Medicine Intern Survival Lecture: Chest Pain for Interns. July 2022. Inspira Medical Center, Mullica Hill, New Jersey.

Colleen Caprio, MD. Internal Medicine Intern Survival Lecture: Chest Pain for Interns. July 2021. Inspira Medical Center, Mullica Hill, New Jersey.

Colleen Caprio, MD. Joel Casale, MD. Rupesh Manam, MD. Ramez Morcos, MD. Manas Rane, MD. Intern Survival Series: Cardiology for Interns. July 2018. Boca Raton Regional Hospital, Boca Raton, Florida.

Colleen Caprio, MD. Intern Survival Series: Basics of Internship. July 2018. Boca Raton Regional Hospital, Boca Raton, Florida.

Joshua Gross, MD. Kevin Almerico, MD. Nabil Benhayoun, MD. **Colleen Caprio, MD.** Rupesh Manam, MD. David Torres, MD. Intern Survival Series: Pulmonology for Interns. July 2017. Boca Raton Regional Hospital, Boca Raton, Florida.

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 Total Estimated Project Cost and Award of the Construction Contract to SSB Contracting Inc. for the 355 Abbott Street Project**

Executive Sponsors: Clement Miller, Chief Operating Officer
Alysha Hyland, Chief Administration Officer

Date: May 11, 2026

Executive Summary

This project will replace interior finishes throughout the first floor, which are approaching the end of their useful life, modernizes patient-facing areas through reception and workflow improvements, a new reception desk, upgraded lighting to improve both function and aesthetics in the waiting room, and HVAC improvements to address legacy heating and cooling inefficiencies to provide better comfort for patients and staff. To minimize disruption to operations and maintain access to care, the work will be executed in seven sequential phases.

Background/Situation/Rationale

PrimeCare serves as the flagship clinic for Salinas Valley Health Clinics and is the cornerstone of the organization's primary care network, supporting more than 10,000 patient visits each month. Over the years, the clinic has expanded services, operating hours, and days of operation to improve access and ensure patients receive timely care. While the facility was originally designed to support a high-volume primary care practice, the clinic space has not undergone significant cosmetic or functional updates in more than 16 years. This capital improvement project will modernize the clinic environment through updated finishes, painting, and targeted facility enhancements that improve functionality, patient comfort, and overall appearance. As one of the organization's busiest ambulatory sites, these upgrades will support a more positive patient experience, enhance staff workflow and efficiency, and reinforce Salinas Valley Health's commitment to delivering high-quality care in spaces that are welcoming, operationally effective, and aligned with the organization's standards for excellence.

Timeline

- November 2025 – Funding of $172,000 approved to procure bid documents, investigate existing HVAC conditions, and project management fees.
- March 2026 – Solicitation of bids from general contractors.
- April 2026 – Recommend project budget and contractor award for approval.
- May 2026 – Construction contract execution and contractor mobilization.

Meeting our Mission, Vision, Goals—Strategic Plan Alignment

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

Financial/Quality/Safety/Regulatory Implications

1. Total Estimated Project Cost	$2,911,629.00
2. Amount of Construction Contract	$1,879,544.00

3. Construction Contract Time	240 Days from Notice To Proceed to Substantial Completion
4. Payment Terms	Percentage of completion progress payments. Net 30.
5. Budgeted	Yes.

Recommendation

SVH Administration requests that the Finance Committee recommend that the SVH Board of Directors approve (i) the total estimated project cost of $2,911,629.00 and (ii) award the construction contract to SSB Contracting Inc., including the deductive alternate to remove the phase in the area planned for a future pharmacy, in the amount of $1,879,544.00 for the 355 Abbott Street Project.

Finance Committee Board Paper

Agenda Item: **Consider Recommendation for Board Approval of Budget Funding Increase for the Angio Equipment Replacement project**

Executive Sponsors: Clement Miller – Chief Operating Officer
Brad McCoy – Vice President of Facilities, Construction & Real Estate

Date: May 8, 2026

Executive Summary

Salinas Valley Health Medical Center is seeking approval for a budget augmentation of $392,967 for the ongoing Angio Equipment Replacement project. Funded in the fiscal year 2025 capital budget at $5,642,022 based on pre-construction estimates, the total anticipated direct and indirect costs have been refined to $6,034,989 as the project advanced. This augmentation is necessary to facilitate required structural remediation, electrical infrastructure upgrades, and clinical equipment integrations to ensure the operational delivery of the interventional radiology suite.

Background/Situation/Rationale

Hidden conditions found after demolition revealed the need for structural and fire life safety remediation and design adjustments to bring the suite into current code compliance. The electrical infrastructure feeding the suite required significant upgrades beyond the original scope to achieve a 'Class III" rating which is required to ensure that we have the capability to provide cardiac services, effectively giving our organization four rooms that can function as cardiovascular labs. Integration of these discovered conditions and clinical enhancements has extended the critical path to completion, resulting in a 3-week schedule impact.

Timeline

- Project in Progress – Estimated Completion August 2026

Meeting our Mission, Vision, Goals—Strategic Plan Alignment

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

Financial/Quality/Safety/Regulatory Implications

Key Terms	
1. Budget Augmentation Requested	**$392,967.00**
2. Project Commencement	December 2025
3. Est. Completion & Occupancy	August 2026
4. Budgeted (indicate y/n)	Yes – Project 2024-010 – 2024/2025 FY

Recommendation

Consider recommendation for board approval of the Budget Funding Increase for the Angio Equipment Replacement project in the amount of $392,967.00, bring the new cost of the capital project to $6,034,989.

Attachment

(1) Budget Augmentation Breakdown

Salinas Valley Memorial Healthcare System

SVM CIP ANGIO EQ REPLACEMENT - 2024-010

Architect: SKA
Subject: Budget prepared at Augmentation Request 04/01/2026
Date Printed: 4/10/2026
Augmentation Request **$392,967**
Budget Approved Date: 5/12/2025
Anticipated Completion: Q1 FY27
Prepared by: SM/SL, Checked by

Budget Summary						
			A	A1	A2	
Line Item		Description	Board Approved Budget	Augmentation Request	Revised Budget	Augmentation Notes
	1	**Construction**				
100		Construction	$2,091,246	$331,269	$2,422,515	Fund all existing condition costs and design adjustments, upgrade elect for expanded procedure list, incudes credit back from contract allowance
101		Owner Contingency	$60,000	$0	$60,000	
	2	**Design**				
200		Professional Fees	$358,655	$70,698	$429,353	discovered condition drawings & electrical upgrade & hemo/MedRad drawings, FA drawings & Ramp drawings
200		Reimbursables	$0	$0	$0	
	3	**Inspections and Consultation**				
300		Inspector of Record	$50,000	-$10,000	$40,000	will not hit T&M limit
301		Special Inspections	$22,000	$0	$22,000	
303		Testing	$8,800	$7,500	$16,300	adding med gas testing after reworking
	4	**AHJ Fees**				
400		HCAI Fees	$68,387	$5,000	$73,387	add for multiple plan checks of added drawings
	5	**Soft Costs**				
502		Construction Management	$354,424	-$50,000	$304,424	will not hit T&M limit
503		Abatement	$1,500	-$1,500	$0	carried elsewhwere
504		Infection Control	$0		$0	
	7	**FF&E**				
701		Medical Equipment	$2,205,144		$2,205,144	
702		Non-Medical Equipment	$338,550	$20,000	$358,550	added conex and logiquip inside trailer
703		Data & Phone Equipment	$25,000		$25,000	
704		Furnishings	$16,000		$16,000	
704		Hazmat	$0	$0	$0	
9900		Project Contingency	$42,316	$20,000	$62,316	guard against closeout unforseen issues
Totals			**$5,642,022**	**$392,967**	**$6,034,989**	

Finance Committee Board Paper

Agenda Item: **Consider Recommendation for Board Approval of the Lease Agreement between Salinas Valley Memorial Healthcare System (SVMHS) and Los Palos Partners, LLC at 505 E Romie, Suite E.**

Executive Sponsors: Clement Miller, Chief Operating Officer
Brad McCoy, Vice President Construction, Facilities Management & Real-Estate

Date: May 16, 2026

Executive Summary

As part of the strategy to increase specialty and oncology care clinic space, a recommendation is presented to lease approximately 815 sq. ft. of space located at 505 East Romie, Suite E to ensure that we maintain adequate space to meet the needs of the healthcare district. This suite is immediately adjacent to suites A,F & G that the district currently leases and will expand that space. It has been recently renovated prior to this leasing and is ready to be occupied immediately after the lease execution.

Timeline

May 26, 2026 – Request SVH Finance Committee Recommendation for Board Approval
May 28, 2026 – SVH Board of Directors Meeting/Consider Recommendation for Approval
July 15, 2026 – Effective Commencement Date for the Lease Agreement

Meeting our Mission, Vision, Goals—Strategic Plan Alignment

This transaction is aligned with strategic initiatives to expand SVH Clinics primary care services and to improve provider access in the Salinas area.

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

Financial/Quality/Safety/Regulatory Implications

The Lease Amendment is for 4.54 years and is coterminous with the lease term for 505 E. Romie Lane, Suites A, F, G.

1. Lease Extension Dates	Approximately July 15, 2026 through January 31, 2031
2. Term of Lease	Approximately 54 months and 16 days
3. Options	None
4. Payment Terms	Modified Gross / Hybrid
5. Rentable square feet	Approximately 815 rentable square feet
6. Monthly Rent	$1,548.50
7. Increases	Fixed Rent

Recommendation

Administration requests that the Finance Committee make a recommendation to the Board of Directors to approve the Lease Agreement for 505 E Romie, Suite E in Salinas for 4.5 years.

Finance Committee Board Paper

Agenda Item: **Consider Recommendation for Board Approval of the Symplr Cloud Migration as Sole Source Justification and Contract Award**

Executive Sponsor: Alysha Hyland, Chief Administrative Officer
Iftikhar Hussain, Chief Financial Officer

Date: May 14, 2026

Executive Summary

Salinas Valley Health currently uses Symplr solutions for time and attendance and staffing and scheduling. Symplr is formerly known as API (Automated Peripherals, Inc) but is now owned by Symplr. Symplr is proposing a migration to its cloud hosted solution which offers advanced reporting features and additional functionality. While the vendor has not provided an end-of-life date for the solution currently in use by Salinas Valley Health, we reasonably anticipate that the vendor will share this date as they move more of its customer base to the cloud.

Symplr's new features with its cloud-based solutions, sWorkforce and Smart Square, are as follows (a sample of key features):

- Rapid deployment of new features, including AI-enabled enhancements and tools
- Shifting cybersecurity risks to the cloud

sWorkforce

- Improved schedule overview and weekly views
- Weekly view with automated intelligence that generates suggestions based on employee commitments, allowing the Staffing Office to fill shifts more efficiently
- Self-scheduling that empowers staff to choose their shifts quicker than before plus a new mobile self-scheduling solution
- Improved time card experience

Smart Square

- Predictive scheduling engine that accurately forecasts patient volume up to 120 days in advance
- Actionable labor insights through built-in reporting and productivity analytics to monitor staffing performance and improve models

Timeline

May 26 & 28 2026: Presented to the SVH Finance Committee and Board for recommendation and approval.

Implementation: September 1, 2028 (end of current contract term)

Meeting our Mission, Vision, Goals

Pillar/Goal Alignment

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

Financial/Quality/Safety/Regulatory Implications

The cost over the life of the agreement is $1,705,324 in subscription fees over five (5) years plus one-time implementation fees in the amount of $388,288 for a total cost of **$2,093,612**. This item is budgeted.

Key Contract Terms	Vendor: symplr (formerly known as API)
1. Proposed contract signing date	May 29, 2026
2. Term of agreement	September 1, 2028 (end of current contract term) – August 31, 2031
3. Renewal terms	Automatic annual renewal unless 90 days' written notice is provided
4. Termination provision(s)	Early termination possible but Salinas Valley Health responsible for subscription to end of active term
5. Payment Terms	Net 45

Pricing Summary

Category	2026 – 2027	2027 – 2028	2028 - 2029	2029 - 2030	2030 - 2031
sWorkforce - Time and Attendance	$184,954	$214,577	$244,410	$256,631	$269,462
sWorkforce - Smart Square	$55,377	$83,188	$111,000	$116,550	$122,378
Time Clock Maintenance	$8,469	$8,893	$9,337	$9,804	$10,294
Implementation (One-Time)	--	$388,288*	--	--	--
Annual Fees	$637,088	$306,658	$364,747	$382,985	$402,134

* 50% at kickoff or March 31, 2027, 50% upon the earlier of go live or December 31, 2027

6. Annual cost(s)	(see table above)
7. Cost over life of agreement	$1,705,324 in subscription fees over 5-years + $ 388,288 in one-time implementation fees **Total of $2,093,612** Salinas Valley Health's estimated annual spend for maintenance and support between 2026 – 2028 is $520,000.
8. Budgeted (yes or no)	Yes.

Recommendation

SVMH Administration requests that the Finance Committee make a recommendation to the SVH Board of Directors for approval of the Symplr cloud migration as sole source justification and contract award in the amount of $2,093,612 over the next five years through August 31, 2031 subject to final contract negotiation.

Attachments

- Symplr Addendum No. 2 to software license, equipment and services agreement, Statement of Work
- "2025 Compass Survey Report," by Symplr

ADDENDUM NO. 2 to
SOFTWARE LICENSE, EQUIPMENT & SERVICES AGREEMENT

This Addendum No. 2 ("Addendum") to the Software License, Equipment & Services Agreement dated July 31, 2013, as amended (the "Agreement") between **symplr software LLC**, formerly API Healthcare Corporation, a symplr company ("API Healthcare" or "symplr") and **Salinas Valley Memorial Healthcare System** ("Client") is effective on the date of the last signature hereto ("Addendum Effective Date"). In the event of a conflict between the terms of the Agreement and the terms of this Addendum, the terms of this Addendum will control. All capitalized terms not defined herein will have the meaning assigned to them in the Agreement.

WHEREAS, under the Agreement, API Healthcare granted to Client licenses to use certain of its proprietary software; and

WHEREAS, Client wishes to purchase, and symplr has agreed to provide, the following additional subscriptions or services from symplr or a symplr Affiliate: symplr Time & Attendance and Smart Square Software SaaS Subscriptions and Services (collectively, "symplr Workforce Solutions") as set forth in the Order Form attached hereto as Attachment 1 and the Statement of Work attached hereto as Attachment 2 which are both incorporated herein by this reference; and

WHEREAS, symplr wishes to evince changes to the Agreement as a result of the acquisition of API Healthcare Corporation.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereafter agree to revise the Agreement in accordance with the following terms:

I. TERMS APPLICABLE TO THE AGREEMENT:

1. Assignment. API Healthcare Corporation assigns to symplr software LLC all of API Healthcare Corporation's rights under the Agreement dated July 31, 2013, as previously amended or supplemented, ("**Original Agreement(s)**"). **s**ymplr software LLC accepts such assignment, and assumes, and agrees to be bound by, all of API Healthcare Corporation's duties and obligations relating to the Original Agreement(s) as of this Addendum Effective Date Client consents to such assignment as of this Addendum Effective Date and agrees to release API Healthcare Corporation from any such duties and obligations that accrue after this Addendum Effective Date.

2. Term Extension. The term of the Agreement is extended for an additional three (3) years commencing with the expiration of the current Agreement term, August 31, 2028 ("Extended Term"). Thereafter, the Agreement will automatically renew for successive one (1) year terms (each a "Renewal Term") unless either party delivers written notice of termination to the other party at least ninety (90) days before the end of the then current term. The Extended Term and any Renewal Terms are collectively referred to herein as the "Term". The remainder of the terms set forth in Section 5 (TERM AND TERMINATION) of the Agreement shall remain in full force and effect.

3. symplr Workforce and Smart Square SaaS Use Rights. Subject to the terms of this Addendum, the Agreement and payment of the applicable fees, as of this Addendum Effective Date and through the Term of the Agreement, API Healthcare grants to Client a limited, nonexclusive, nontransferable, and terminable right to use the SaaS described in Attachment 1 attached hereto, for the number of Active Employees listed in Attachment 1, solely for the conduct of Client's internal business purposes and the internal business purposes of its Affiliates. API Healthcare will provide Client with the SaaS in accordance with its Documentation. Notwithstanding the foregoing, the parties agree that any reference in the Agreement to representations or warranties are all hereby not applicable to the SaaS set forth in Attachment 1. For the avoidance of doubt, the terms in the Agreement that are applicable to SaaS shall govern the symplr Workforce Time and Attendance and the Smart Square SaaS solutions set forth in Attachment 1 hereto.

4. Payment and Fees. Fees for the SaaS and additional Services, as applicable, are set forth in Attachment 1 to this Addendum, which is incorporated herein by this reference, and shall be made part of the definition of Price Schedule in the Agreement. Pricing for the SaaS is based on the size of Client's organization; therefore, increasing the symplr Workforce Solution licenses may also affect the recurring fee of the SaaS package.

   Client shall pay all fees set forth in Attachment 1 and Travel Expenses to API Healthcare and such fees are

noncancelable, and nonrefundable. All amounts due under this Agreement shall be paid in United States Dollars. Client shall be invoiced as set forth in Attachment 1. API Healthcare may suspend, in its sole discretion, this Agreement, all license grants, and other rights provided under this Agreement if Client fails to timely make payment to API Healthcare (e.g. by failing to pay recurring fees).

5. Fee Increase. Commencing sixty (60) months after the Addendum Effective Date, the recurring fees specified in this Addendum including Fees for SaaS, may increase on an annual basis in accordance with Section 4(c) of the Agreement.

6. Short Message Service (SMS). symplr has features designed to maximize automation via text messaging to streamline recruitment efforts for available shift needs. Customer must opt in to SMS features in order to utilize them.

   SMS Transmission. Customer acknowledges and agrees that the use of Short Message Service (SMS), also known as SMS Messaging or Text Messaging, as a means of sending messages involves a likely possibility from time to time of delayed, undelivered, or incomplete messages and that the process of transmitting SMS Messages can be unreliable and include multiple third parties that participate in the transmission process, include mobile network operators and intermediary transmission companies. symplr will support industry-standard carrier protocols for message delivery. symplr assumes no responsibility for non-standard transmissions of common carriers. Customer represents and warrants that it has obtained any legally required opt-in or consent from each individual who is sent a message, and Customer assumes all risk associated with any such delay, lack of delivery, or incompleteness.

7. Statement of Work. Client shall pay for the Services listed in Attachment 2 and Travel Expenses. Client agrees to pay for additional Services and Travel Expenses, incurred but not included in the Attachment 2, regardless of whether such Services are performed during or after completion of the implementation of the SaaS.

8. Client Data Transition. In the event of expiration or termination of this Agreement, as amended, or any Order Form or Statement of Work hereunder, the parties agree as follows:

- **Data Portability & Format:** Upon Client's written request received by symplr within thirty (30) days following such expiration or termination, symplr will make available to Client the Client Data then maintained by the Software or SaaS by either: (i) returning Client Data to Client in a reasonable format, or (ii) enabling Client to export Client Data. Access to Client Data in the Software or SaaS will be disabled after expiration or termination, and except as otherwise required by applicable law, symplr may permanently erase Client Data thirty (30) days after expiration or termination of Client's account.
- **Transition Services:** In the event of any expiration or termination of this Agreement other than termination due to breach of the Agreement by Client (including breach attributable to non-payment of any undisputed amounts), symplr may provide to Client transition services enabling Client to continue using the License or SaaS for up to twelve (12) months after the effective date of such expiration or termination of this Agreement or any Order Form (the "Transition Services"), provided that the terms and conditions of this Agreement shall remain in effect during the term of such Transition Services, including Client's payment obligations set forth in the Agreement and in any Order Form. Client will be required to sign an Order Form reflecting the Transition Services period and applicable fees.

9. Except as expressly modified in this Addendum, all other terms and conditions of the Agreement shall remain in full force and effect. Nothing contained in Client's purchase order, shipping release forms, or in any other document submitted by Client, shall be binding unless agreed to in writing and signed by authorized representatives of both parties.

10. Each person signing in a representative capacity warrants and represents that (s)he is duly authorized by such party to do so. This Addendum may be executed and delivered via electronic facsimile or electronic transmission with the same force and effect as if it were executed and delivered by the parties simultaneously in the presence of one another.

The parties, by their signature below, agree that this Addendum and the Agreement are the complete and exclusive statement of the agreement between them and supersede all prior oral and written communications and agreements between the parties with respect to the goods and services contemplated hereunder.

API Healthcare Corporation, a symplr company	**SALINAS VALLEY MEMORIAL HEALTHCARE SYSTEM**
By:	By:

Title:	Title:
Signature	Signature
Date	Date

symplr software LLC
By:
Title:
Signature
Date

ATTACHMENTS:
Attachment 1 – Order Form
Attachment 2 – Statements of Work

ATTACHMENT 1

ORDER FORM

Customer:
Salinas Valley Memorial Healthcare Systems
PO BOX 3827
Salinas, California 93912-3827
United States

Carla Spencer
cspencer@salinasvalleyhealth.com

Prepared By:
symplr software LLC
315 Capitol St., Suite 100
Houston, TX 77002
United States

Laura Razzano
lrazzano@symplr.com

Order Details:
Quote #: Q-152197
Initial Contract Term (in months): Co Termed
Renewal Contract Term (in months): Co Termed
Expires On: 06/30/2026

Payment Terms: Net 45

Software Subscriptions

Product Name	Billing Frequency	Quantity	License Metric	Unit Price	Total Annual Fees
symplr Workforce Time and Attendance Professional Subscription	Annual	2700	Employees	$68.50	$184,953.76
Smart Square Subscription *"symplr will conduct a quarterly audit of Customer's total SMS messages sent and received. If Customer's usage exceeds the annual SMS Message Threshold of 400,000, symplr will invoice Customer for all excess messages at an overage rate of $0.04 per message and billed monthly."*	Annual	2700	Employees	$20.51	$55,376.87
				Total Software Subscriptions:	$240,330.63

Services

Description	Project Type	Billing Frequency	Quantity	Unit Price	Total Fees
symplr Workforce Professional Services	Fixed Cost	As specified in the Terms and Conditions below	1	$388,287.90	$388,287.90
				Total Services:	$388,287.90

Terms & Conditions

EFFECTIVE DATE & GOVERNED BY MASTER AGREEMENT

This Order Form, and any SOW attached, is effective as of the date of last signature hereto ("Order Form Effective Date") and is governed by the Software License, Equipment & Services Agreement effective July 31, 2013, as amended (collectively the "Agreement"). Capitalized terms used in this Order Form and not otherwise defined herein shall have the meanings assigned to them in the Agreement.

SUBSCRIPTION TERM

Software, Equipment, and/or Service Subscriptions in this Order Form shall begin their Initial Term on the Order Form Effective Date, and shall automatically renew for successive Renewal Terms pursuant to the Agreement. Incremental additions to the Software, Equipment, and/or Service Subscriptions purchased under additional Order Forms will be coterminous with the Initial Term, or Renewal Term if applicable, and will be prorated based on the remaining portion of the Customer's annual billing cycle.

TERMINATION OF EXISTING PRODUCTS

This section sets forth the Software and Software Support & Maintenance, as implemented and licensed as of the Order Form Effective Date ("Existing Products") that will terminate upon the go-live of the Software Subscriptions set forth above. For the avoidance of doubt, Customer shall be responsible for paying for additional Software, Software Support & Maintenance, and related Services, if any, that it initiates or requests after the Order Form Effective Date.
List of Existing Products:
Outcomes Analytics Subscription
Outcomes Analytics Test Environment Subscriptions
Staffing and Scheduling eLearn Advance
Maintenance Staffing and Scheduling Software
Maintenance
Time and Attendance eLearn Advance
Maintenance Time and Attendance Software
Maintenance Staffing and Scheduling Interface
Maintenance

The Term of the Existing Products shall terminate upon the go-live of the Software Subscriptions set forth above.

SAAS SUBSCRIPTION ADDITIONAL BILLING TERMS

Customer shall receive a credit for its payment of the Fees for the Existing Products in an amount that is prorated to the Order Form Effective Date.

FIVE-YEAR RAMP PRICING

The Fees for the Software Subscriptions at the License Metric set forth herein shall be billed for the next five (5) years of the Agreement as set forth in the Pricing Summary below. Subsequent purchases of additional Software or incremental licensing or services
will increase the Fees below.

Pricing Summary*

Category	Year 1	Year 2	Year 3	Year 4	Year 5
sWorkforce - Time and Attendance	$184,954	$214,577	$244,410	$256,631	$269,462
sWorkforce - Smart Square	$55,377	$83,188	$111,000	$116,550	$122,378
Time Clock Maintenance	$8,469	$8,893	$9,337	$9,804	$10,294
Implementation	--	$388,288	--	--	--
Annual Fees	$637,088	$306,658	$364,747	$382,985	$402,134

*After the first five years of the Term, symplr may increase the Fees per the terms of the Agreement.

ADDITIONAL SERVICES PAYMENT TERMS The Services Fee for Implementation shall be invoiced on the Order Form Effective Date and will be due and payable to symplr in two payments as follows:

- 50% due upon the earlier of project kickoff or March 31, 2027 in the amount of $194,143.95
- 50% due upon the earlier of go-live or December 31, 2027 in the amount of $194,143.95

For Salinas Valley Memorial Healthcare Systems

Signature: _____
Name (Printed): _____
Title: _____

For symplr software LLC

Signature: _____
Name (Printed): _____
Title: _____

Date:	_____	**Date:**	_____

PO Required? _____

PO Number: _____

Accounts Payable Email Address: _____

Billing Department Contact Name: _____

Billing Department Contact Email: _____

symplr Objective and Functionality

Time & Attendance:

To migrate the symplr Time & Attendance on premise solution to symplr's cloud based symplr Workforce (sWorkforce) solution for Customer's licensed facilities.

symplr will migrate and provide consulting for Time & Attendance standard capabilities currently live in the Customer's production environment at the start of project. In addition, the following supporting capabilities, if not already in use, will be configured during the migration process:

- Mobile Time Management (MTM)
- Mobile Time Management with Location (Location Enabled Clocking) (MTML)
- Outcomes Analytics (Operational Dashboards) (OA)
  - Includes Units of Service Productivity Tracking
- Attendance+ (Currently used on premise)

Smart Square:

HELM® (Healthcare Enterprise Labor Management) is symplr's proprietary methodology that combines and embeds the science of workforce planning, demand forecasting and operational best practices into a robust and customizable scheduling and productivity software solution, providing sustainable and predictable long-term quality and financial gains across the enterprise.

The **TYPICAL** full HELM implementation model includes the following:

- Gap Assessment, which focuses on the fundamentals of the HELM pillars and effective staffing policies and workflows.
- Resource Management Center (RMC) workshop, concentrating on the centralizing of staffing and deployment decisions and processes.
- Implementation of Smart Square®, symplr's proprietary software product utilized by healthcare organizations to better manage their people resources. Smart Square is driven by the symplr Predictive Model, a multivariate regression model that uses a range of time series and explanatory variables to enable organizations to better manage the fluctuation demand for resources

symplr and Customer will work together to clearly define and build consensus around all stages of the software implementation. Responsibilities will be assigned, timelines and expected deliverables will be mapped in a phase-by-phase approach, and a series of meetings and calls will be scheduled to ensure communication and timely progress updates.

symplr Time & Attendance Migration

Project Approach

symplr Workforce migrations are delivered in 4 Phases:

Planning Phase

During this phase, the symplr Project Team will work with Customer Project Manager to establish a project plan and timeline, identify key project resources, align on project governance, and formally kick off the project.

In addition:

- Customer will provide a backup of their database to be used for validation during the execute phase
- symplr will deploy one production and one test environment.

Design Phase

During this phase, core design decisions will be made regarding the configuration of sWorkforce and preparation and planning for custom reporting will be completed. To accomplish this, your assigned symplr Business Consultant will lead discovery and design sessions to assess your current state and suggest best practice recommendations for Customer's configuration choices.

- Conduct discovery sessions over three consecutive weeks to review the current state process:
  - Time and Attendance processes
  - Mobile Time Management
  - Location Enabled Clocking
  - Operational Dashboards
  - Custom pay policies
  - Reporting
  - Single Sign On (SSO)

It is expected that the Customer decision makers will attend all meetings, and that Project Sponsor will be responsible for alignment of cross-department processes. Customer may need to meet outside of discovery sessions to develop a plan for customer reports. The outcome of the Design phase is a signed-off design for sWorkforce.

Execute Phase

During this phase, the system is configured and validated by the assigned symplr project team, Customer executes the custom reporting plan and conducts User Acceptance Testing, and Training is planned and delivered by symplr.

Custom Pay Policies:

- Configure up to twenty (20) custom pay policies to mirror Customer's existing pay policies
- Perform Validation Iteration 1:
  - Generate payroll interface to prepare environment for system validation and compare process
  - symplr will compare payroll processing in the database provided by Customer to the newly configured sWorkforce environment to validate the results.
  - Customer will validate data within 1 week
- Perform Validation Iteration 2

Custom Reporting:

- symplr will recreate two (2) Custom reports for Customer.
- Customer will recreate critical custom reports in sWorkforce
- symplr will conduct up to 8 weekly sessions (two hours each) to provide guidance.

Interfaces:

- Configure SSO
- Configuration and readiness testing of existing interfaces in the sWorkforce environment
- Payroll Based Journal

Other Setup and Configuration Services:

- Mobile Time Management
- Location Enabled Clocking
- Operational Dashboards
- Attendance+
- Time & Attendance standard configuration currently used by Customer not listed above

Training Services include:

- Four - Computer Based Training modules that outline differences between on-premise TASS and the sWorkforce environment.
  1. Migrating from TASS to symplr Workforce – An Overview for Organization Main Contacts'
  2. TASS to symplr Workforce – Employee Crosswalk
  3. Time & Attendance to symplr Workforce – Supervisor Crosswalk
  4. TASS to symplr Workforce – Administrator Crosswalk

- One Consultant led Time & Attendance overview session (1 hour)

User Acceptance Testing (UAT) include:

- Test Cases: Customer will define test cases prior to the start of User Acceptance Testing.
- User Acceptance Testing planning and logistics is completed by Customer.
- User Acceptance Testing execution is completed by Customer. symplr will assist with issues identified by Customer during the agreed UAT testing window.

Cut-Over Activities include:

- All current customer data at cutover will be migrated from the customer's on-premise system to the new sWorkforce environment
- symplr will coordinate the cutover to the new system ensuring all historical data is properly migrated to the new environment.
- Production validation will be performed by symplr and turned over to the Customer to confirm prior to releasing to end users.

Close Phase

Close Phase begins at the time sWorkforce is live in a production environment. During the Close Phase, symplr will provide the following post go-live support:

- Four weeks of post go-live support including one payroll close
- Operational Dashboards will be enabled
- One Transition to Support Introduction (30 minutes)

Based on the scope of work outlined, the estimated Implementation Duration of the project is between 10-11 months.

Key Customer Project Roles

Executive Sponsor – Acts as the executive sponsor for the project. Provides strategic direction and vision. Approves budget and resources and removes roadblocks.

Project Manager - Works in conjunction with the symplr Implementation Team to complete all project phases. Coordinates daily operations, communications, and interactions of the team. Coordinates the scheduling of on-site sessions. Monitors, measures, and reports activity. Helps resolve and escalates issues which may arise within Customer's organization.

System Manager – Defines system permissions, creates users, and sets system security. Assists with reports from EMR for data validation.

Information Technology – Helps the Customer project team with defining data mapping and interface requirements. Completes setup/configuration of server.

Super Users – Defines classifications and user permissions for area of responsibility. Defines requirements and assists with system configuration and data mapping design. Participates in testing and data validation. Provides sign off before final cutover and go-live.

Test Lead – accountable for development of User Acceptance Testing (UAT) Strategy and Scripts, coordination of UAT, and signoff at the end of UAT execution.

Change Management Lead – accountable for development and execution of Customer Change Management Strategy.

Project Governance

symplr will assign a Project Manager who will serve as the primary implementation contact for the duration of the project and has overall responsibility for planning, design, execution, monitoring, controlling, and closure of the project, working with the Customer assigned Project Manager.

The symplr governance model includes:

- Project charter
- Weekly project status meetings
- Combined project plan that includes activities required by symplr and Customer
- Issue and Risk tracking and reporting
- Project Owner sign-off of key deliverables
- Phase Exit Gate Sign-off
- Monthly Executive Steering Committee meetings

Project Governance is continuous throughout the project, covering all Phases.

The Services Terms General Terms and Conditions set forth at https://symplr.com/terms are hereby incorporated by reference in this SOW and will govern and apply to the Services and the project therefor.

Assumptions

The Scope of Work is based on assumptions that include but are not limited to Customer responsibilities as are further described in this section.

- All locations will go live on symplr Workforce in a single cutover.
- Customer coordinates security configuration or permission level changes for the Software, Customer's network, and third-party vendors.
- Single Sign On (SSO) functionality is required to be in place for Customer's entire organization
- Customer's Functional System Administrator (FSA) is proficient in the use of Time and Attendance in Customer's legacy system:
    - Familiar with navigating system and the Timecard Screen (TCS)
    - Has basic troubleshooting skills of timecard issues such as "Odd Clockings", benefit balances, supervisor assignments, etc.
    - Understands Critical, Warning, and Informational exceptions on the TCS
- Operational Dashboards
    - The deployment of the Time & Attendance operational dashboards will focus on the following reporting/dashboard categories.
        - Compliance
            - Supervisor Efficiency
            - Utilization
        - Financial
            - Premium Usage
            - Unplanned Hours
- The following devices (Time Clocks) are supported in symplr Workforce:
    - Series 600 Clocks: Model 600, 610
    - Series 5000 Clocks: Model 5000, 5100, 5110
- Attendance+
    - Attendance+ configuration in sWorkforce will match current configuration and use.
- Payroll Based Journal
    - Payroll Based Journal configuration in sWorkforce will match current configuration and use.

Out of Scope Work

"Out of Scope Work" means any work or Services not identified in the Scope of Work, not contemplated in the Assumptions.

- Installation of symplr Equipment, if purchased
- Pay policies:
    - New custom policies
    - Changes to existing pay policies
- Custom Reporting:
    - Creation or migration of custom reports and stored procedures supporting them
- Custom Scripts that update the database
- If not already in productive use, the following functionality is out of scope:
    - Attendance+
    - Benefit Accruals
    - Grant/Project Tracking
    - Payroll Journal Interface

-
- The following functionality is not available or has limited availability in symplr Workforce:
  - Staffing & Scheduling (Moving to Smart Square)
  - Archiving Schedules
  - Limited Authorization Manager Capabilities
  - Business Analytics (End of Life)
  - DeductIT® (End of Life)
  - Education Tracking® (End of Life)
  - HL7 Integration
  - Labor Compliance Kit
  - Schedule Incentives (Bidding)
  - TimeCall®

Customer agrees to pay for Out Scope of Work that it authorizes at the rate set forth in the applicable Order Form. Out of Scope of Work on a Fixed Cost project must be mutually agreed to in writing (a "Change Order"). symplr has the right to refuse to perform any Services for Out of Scope Work until the Change Order is approved. Approval of Change Orders shall not be unreasonably withheld or delayed by either party.

symplr Smart Square Implementation

Scope

The HELM offerings and Smart Square modules and features that will be implemented at Customer during the course of the project, for up to 8,000 users and 1 phase, are listed on the next page. The Customer has the option to not implement any Smart Square module or feature that does not meet its organizational goals. If modules or features are deferred, then the project plan would be adjusted accordingly to reflect the changes. System Administrators will be trained in all the modules listed below. symplr leverages a Train-the-Trainer model empowering Customer to manage and own their unique instance of Smart Square. Therefore, Customer is responsible for implementing any additional phases beyond the first phase, units, or features not included within this Statement of Work on their own.

Included Deliverables

Implementation of Smart Square

- Gap Assessment of policy to scheduling and staffing workflows to define enterprise business rules
- Scheduling and Staffing
  - Unit/Cost Center Scheduling
  - Predictive Model
  - Self-Scheduling
  - Open Shift (without Incentive)
  - Staff Member Access (Single Sign On, Communications, Schedule Change Requests)
- Deployment Tools
  - Deployment Page
  - Auto-balancer
  - Call List
  - Census & Staffing Adjustments
  - SMS Features
  - Recruitment Call Lists
  - Staffing Analysis
  - Daily Assignment Tool
- Reports
  - Standard Reports
  - Report Writer (export of predefined data fields)
- Dashboards
  - Schedule Dashboard
  - Financial Dashboard
  - Variance Dashboard
  - FTE Vacancy Dashboard
- Open Shift with or without Incentive
- Smart Square Schedule Data Export for daily Time and Attendance interface

Summary of Project Approach Overview of Project

Schedule

The HELM implementation project will commence with the project kickoff and conclude with a post-go-live system review. symplr and Customer will establish the final project schedule based on a mutually agreed-upon implementation strategy.

Project Responsibilities

symplr

symplr is responsible for providing Customer with the following:

1) Completion of the project from within the Statement of Work.
    a. An Implementation Consultant with software implementation experience, including working with healthcare organizations to complete the various components of the project.
2) A Project Manager whose primary responsibilities will include:
    a. documenting and managing all phases of the implementation project within each agreed upon subsequently and separately agreed SOW
    b. serving as the day-to-day internal project coordinator
    c. main symplr point-of-contact for Customer
3) A Technical Trainer to collaborate with Customer resources on the development of training materials and outlining the process of a "Train-the-Trainer" program allowing Customer's System Admin and training team to be able to co-lead actual training sessions.

Customer

Prior to the delivery of any services defined in this Statement of Work, Customer will designate a person as symplr's Primary Contact (PC) of Customer. The PC will be the person to whom all symplr communications will be addressed and who has the authority to act on behalf of Customer in all aspects of the project.

The PC's responsibilities will include:

1) Serving as the interface between symplr and Customer.
2) Designate System Administrator(s) to complete training, with the desire to help with configuration of the system within the initial phase of the implementation. This role will be responsible for serving as the primary point of contact during Go-live milestones for technical inquiries and is responsible for all future unit builds, functionality adoption, and configuration changes.
3) Identifying, scheduling, and confirming availability of support staff and management for on-site interviews and meetings.
4) Ensure appropriate decision makers are engaged and involved in final approval of all business rules, program parameters, and policies prior to implementation.
5) Obtaining and providing information, data, decisions, and approvals, within three (3) working days of symplr's request as outlined in project plan, unless both parties agree to an extended response time. If there is not a response, this could lead to a delay in the project plan, and the timeline will be adjusted accordingly to reflect.
6) Resolving deviations from project plans that may be caused by Customer.
7) Helping resolve project issues and escalating issues within Customer organization.
8) Monitoring and reporting project status on a regular basis with Customer management.
9) Identifying training resources for both Nurse Manager and Integrated Staffing user groups. Trainers should be involved in testing of system and overall responsible for new user training.
10) Scheduling meeting rooms as necessary, per agenda.
11) Ensuring workspace facilities are available for the consultant(s), when on site, that include a work area, printer/network connectivity, and phone/data line.
12) Ensuring IT resources are available, at minimum for one hour a week, and able to execute meeting the requirements for data files and interfaces from other Customer software systems to integrate with Smart Square.

Integration Responsibilities

The following outlines the data components that both Customer and symplr are responsible for delivering. It is recommended that all Smart Square files that may be deemed optional per the Smart Square Feed Specifications

document are implemented to gain the most benefit and to ensure the software works effectively and efficiently. Details of each file scope are defined in the Smart Square Feed Specifications. Prioritization of the files and project dependencies will be reviewed during project team meetings and tracked in the detailed project plan.

Customer

The following files are required to be delivered by Customer to symplr for the Gap Assessment:

- All written policies, procedures and/or union contracts
- Distribution and participation in on-line or in person survey(s)

The following files and/or data elements are required to be delivered by Customer to symplr for the Smart Square implementation:

- HR data file (sent daily)
- Detail punch file (sent daily)
- Volume file (sent at multiple points of time per day; recommendation is 4x per day)
- Historical volume file (one time file)
- Job code to skill mapping (one time file)
- Pay code mapping (one time file)
- Staffing plans/grids (one time file)
- Alternate Base rate (sent daily) (only if not able to provide in HR data file)
- Final Detail Punch file (sent bi-weekly) (optional)
- Licensure and certification data (sent daily) (optional)
- Workload Volumes file (sent daily) (optional)
- Budget file (sent annually) (optional)

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The following files and/or data elements are required to be delivered for the Smart Square implementation:

- Schedule data export (created by symplr and downloaded by Customer for import into Time and Attendance system)

Tasks

Smart Square Tasks	Responsible Party	
	symplr	Customer
Project Management Methodology and Project Plan Development	X	X
Documentation of Project Metrics/Benefits		X
Unit Assessments	X	X
Integrated Staffing Plan		X
Configuration	X	X
Testing Resources, Plan and Scripts	X	X
Software Development and Prioritization of Needs	X	

User Access Approval Process		X
Interface Development	X	X
Ongoing Custom Training Materials		X
Development for Payroll Processing on Open Shift incentives – Work Rules, Pay Type, etc., if incentives offered		X
Provide calculation tool outside of Time and Attendance for Open Shift incentive calculation, if incentives offered	X	
Custom Communication Plan for Smart Square and Open Shift		X
Support plan for end-users – contacts, help desk		X

System Training

Training during the implementation of Smart Square will include various audiences such as Smart Square Champions, System Administrators, Elevated Users, Central Staffing Office and Staff. Classes will be delivered in a variety of formats based on recommendations; however, if a different method is needed due to Customer request or required logistics, we will do our best to accommodate. Any onsite travel will be billed back to Customer based on class size (1 trainer per 20 participants). Classes and delivery recommendations are listed in Appendix A.

Customer will actively participate as a key partner throughout the initial implementation and training process, contributing beyond attendance in each session to ensure effective engagement and successful adoption. Customer will be responsible for training post-implementation and must have the proper resources engaged in specific milestones to ensure they are properly onboarded.

symplr will be the primary education facilitator for scoped units as part of this SOW for implementation training sessions, including various onsite, virtual, and e-learning training methods. Organizations that align their system administrators to participate and co-facilitate the training(s) that have accelerated their ability to support their role responsibility at go-live milestones and beyond.

Customer Training Roles

The following resource roles are required during implementation and post-implementation.

- Smart Square Champions are a key group of individuals who will receive the full end-to-end training of the front-end use of Smart Square. A Smart Square Champion should be someone who understands Operational decisions, workflows, and overall vision for the Smart Square project.
    - At least one Champion needs to be present during all training sessions to represent Customer leadership and ensure Customer specific conversations are led with internal representation to support the symplr facilitator.
    - There should be 3-4 Smart Square Champions within each facility. Usually, organizations do not have more than 20. Examples of individuals who hold this role are those who have a good working knowledge of organizational process and procedure, have awareness of the Smart Square project goals and optimized state, are adaptable to technology, and have a positive attitude toward change.

- System Administrators are another key group of individuals who will receive full front-end training, as well as configuration training for Smart Square. The System Administrator(s) shall be present at all training sessions to build relationships, help troubleshoot in the moment, access and configuration in supporting the symplr Implementation Consultant.
- symplr Customer Education Resources will support the Train-the-Trainer approach. This is a group of education professionals who will provide training instruction and materials to support ongoing training within Customer organization. Training materials can include tip sheet templates, facilitator guides, training PPTs, and e-learnings.
- Other Resources may be needed for long-term success. This can include LMS System and Administrator resources if Customer wants to host symplr e-learnings within their own network. Other resources can include an Intranet site to host internal documents; training rooms with computers and audio/visual support, virtual hosting capabilities, and document printing should hard copies are desired.

symplr Responsibilities

- Facilitate a review of options available for all user-type training for initial implementation.
- Collaborate on the right approach for initial implementation.
- Facilitate training sessions in partnership with Customer (in-person or virtual).
- Facilitate initial "Train-the-Trainer" sessions with Customer education resources.
- Design a long-term training approach for Customer ownership post-implementation.
- Update access based on the User List.

Customer Responsibilities

- Customer will be responsible for training post-implementation and must have resources engaged at specific milestones to ensure they are properly onboarded.
- Have active leadership engagement and attendance at all education sessions to kick off and support workflow decisions.
- Appropriate logistics for successful training, including participant lists, a computer for each participant, and advance communication.
- Identify and train Smart Square Champion(s), that are responsible for training any participants not able to attend the initial training due to conflicts.
- Provide a list of participants for each class, which is required to be delivered no less than one week prior to training to ensure proper access. The list of participants must include name, user type, cost center, and department.
- Collaborate with symplr to review available options for initial implementation and determine the preferred approach no later than four weeks before the scheduled training session.

Ongoing Training

Smart Square requires ongoing training beyond implementation; symplr utilizes a Train-the-Trainer methodology by providing guidance and training materials that can be customized by Customer. Once Customer is trained, they are accountable for all ongoing training to end users.

The Customer's Core Team will determine the best long-term approach with guidance from symplr Education team.

- symplr will provide standard word template Agendas, Tip Sheets, and Facilitator Guides for Customer to customize and host their own instructor led sessions.
- symplr will provide a catalog of e-learning available for any of the classes delivered during implementation. symplr will provide either a web link or the appropriate LMS files, if Customer wants to load into their LMS system.
- symplr will provide ongoing touchpoints with Customer Optimization team to ensure ongoing education needs are met, and if a need is identified it will determine the best approach.

Logistics

symplr team members' on-site schedule

symplr team members will work on site at Customer according to the travel schedule developed in conjunction with the detailed project plan to complete the project. All travel fees related to project planning, team on-boarding, implementation activities, and other meeting attendance at the request of Customer are billed to Customer as a pass-through, pursuant to the terms and requirements set forth in the Agreement. Up to seven (7) functions/events require the symplr team to be on-site. Events may be consolidated into a single trip; or multiple "trips" could be required for a single event based on resource availability and other logistics.

1. On Site Work Session for initial project planning & Smart Square Project Kick-Offs (including Executive, System Design and Facility kickoff sessions)
2. Gap Assessment and Enterprise Business Rules (virtual or onsite)
3. System Design Sessions
4. Full Feature and Functionality Training
5. Schedule Profile and Maintenance Training and Go-Live
6. Staffing Office Go-Live

Additional travel may be required to fulfill the needs of the project; this includes, but is not limited to, on-boarding of Customer project stakeholders, project planning, and general work sessions. A draft travel schedule and dates will be distributed based on the initial work plan, with Customer approval and finalization based upon final project dates.

Adjustments to the travel schedule can be made upon mutual agreement of symplr and Customer to support project needs with written approval by Customer. Additional on-site support from symplr team members is available on Customer request and symplr resource availability. Any travel fees for this additional travel will be subject to prior approval of Customer and the terms of the Agreement. Professional Service fees will not be charged if work is defined as part of this project's scope. Any additional support for this project that is outside of the scope of this project will result in professional service fees billed in addition to travel expenses, subject to the terms of the Agreement, including, without limitation, requirements for prior approval by Customer.

When symplr team members are on site at Customer, the following travel requirements are requested:

- Travel dates are to be confirmed and scheduled at least two weeks in advance
- On-site schedule will be mutually agreed upon by symplr and Customer
- Dates of travel are subject to change based upon project needs and personal requests
- Travel and meetings will take place during the traditional work week (Monday – Friday 8am – 4:30pm CST)

Completion Criteria

The project will be considered complete when the deliverables described in this Statement of Work have been fulfilled and have been delivered to Customer core team. A Project Completion Survey will be presented to Customer's core team for agreement and execution indicating completion of the project.

This will signal the transition to symplr Account Manager as the main point of contact for all future interactions.

Appendix A: System Training

Training Delivery Methods

The table below outlines roles and responsibilities for symplr and Customer regarding the three different delivery avenues of education. If Customer has participants who are not able to attend one of the scheduled implementation sessions, Customer may leverage the e-learning or host their own session as make up (see Ongoing Training).

Team	E-learning	Virtual	Onsite sessions
symplr Implementation		Present for questions and troubleshooting	Present for questions and troubleshooting
symplr Education	Will provide files for Customer LMS or via web link	Logistic Advisor Facilitator of the session Delivery of Materials Perform Follow up	Logistic Advisor Facilitator of the session Delivery of Materials Perform Follow up
Customer Champion	Supports Distribution and user expectations	At least 1 present for questions	At least 1 present for questions
Customer System Admin	Supports Distribution and user expectations	Present for questions and troubleshooting	Present for questions and troubleshooting
Customer Functional Lead	Supports Distribution and user expectations	Present at training kick start to ensure alignment and buy-in	Present at training kick start to ensure alignment and buy-in

Training Curriculum

Class	Delivery method	Length	Customer Audience
Intro to Education	Virtual	30 min	Core team System Admin
Full Feature and Functionality	Virtual	12 hrs Three sessions; 4 hrs each	Core Team System Admin Smart Square Champions Train-the-Trainer
System Acceptance	Virtual	4 hrs	Core Team System Admin
Train the Trainer	Virtual	4 hrs	Core Team System Admin

Schedule and Profile Maintenance	Onsite Up to 8 days (class size and number of sessions dependent on organization need)	8 hrs per class Ideal class size 20 participants discuss larger class sizes as needed Max 60	Managers, Schedulers, and others who maintain staff profiles or build schedules. Smart Square Champions System Admin

Class	Delivery method	Length	Customer Audience
Staffing and Deployment Tools	Virtual Up to 2 classes	4 hrs per class	Staffing office personnel and others who perform day of staffing tasks Smart Square Champions System Admin
Advanced Smart Square	Virtual	1.5 Days	System Admin Smart Square Champions
Dashboard Training	Virtual 1 hr per dashboard, up to 4 dashboards Up to 3 classes, based on organizational need	Up to 4 hrs per class	Managers, Directors, Executives Smart Square Champions System Admin
Basic Troubleshooting	E-learning	6 hours	System Admin
Full Configuration Training	Hybrid e-learning, flipped classroom, and instructor Check in sessions	40 hours Self-paced, with instructor led check-ins over 4-6 weeks	System Admin
Reality Based Leadership	Virtual Up to 20 people	3 hr	System Admin, Smart Square Champions

Customer agrees to pay for Out Scope of Work that it authorizes at the rate set forth in the applicable Order Form. Out of Scope of Work on a Fixed Cost project must be mutually agreed to in writing (a "Change Order"). symplr has the right to refuse to perform any Services for Out of Scope Work until the Change Order is approved. Approval of Change Orders shall not be unreasonably withheld or delayed by either party.

COMPASS SURVEY REPORT 2025

PROGRESS STALLED:

HOW CRISIS CULTURE IS COSTING HEALTHCARE

Despite an understanding of where it needs to go, the industry remains tangled in a reactive cycle that diverts teams and undermines momentum

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Healthcare Is at a Turning Point

The pressures are real from staffing shortages to financial strain to looming legislation like the One Big Beautiful Bill Act (OBBBA) but so are the possibilities. The industry stands to either buckle further under the weight of "crisis culture" or break free by embracing innovation, alignment, and strategic resilience.

At symplr, we've run our Compass Survey for the past four years to understand how health systems are navigating these critical moments and how technology can support them in delivering high-quality care. Through our survey and ongoing conversations with healthcare leaders, one thing is clear: the constant barrage of challenges, such as burnout, cyber threats, and rising costs, is no longer sustainable. Crisis culture, where organizations operate in a reactive mode, prevents progress and fractures even the best-intentioned teams—and has the potential to negatively impact patient outcomes. Nurse burnout, for example, is associated with lower patient safety climates and care quality.

Healthcare has been battle-tested before and proven to be resilient. But Compass also shows that resilience alone isn't enough healthcare must find a new way of working. Clinicians are asking for a stronger voice in decisions that shape how they deliver care, and IT leaders agree. That shared priority is a signal: progress in this moment depends on breaking old silos and creating models where technology, clinical expertise, and operational strategy move forward together.

One enabler of that shift is Artificial Intelligence. According to a recent Bain survey, 95% of healthcare executives believe generative AI will transform the industry. AI holds immense promise—from improving patient safety to boosting margins. Perhaps its most important potential lies in reducing administrative burden and unlocking clinician capacity, an area where an estimated $265 billion could be reduced without compromising care quality or access, according to a report from McKinsey.

Technology, though, is only as powerful as the collaboration behind it. One of the most rewarding parts of our work is engaging with leaders across clinical, IT, and operational roles and helping to bring them together toward better outcomes. Our ability to connect those dots, and unify those teams, is something we take seriously and with great pride.

The fact of the matter is that when funding shrinks, time becomes currency. Optimization is no longer negotiable. It's imperative. These moments of constraint can provide opportunities for transformation. The future belongs to those who step back from the chaos, align their people, processes, and partners to move with clarity and purpose. The time is now. And we are here to help.

Theresa Meadows,
CIO in Residence, symplr

Susan Grant,
Chief Clinical Officer, symplr

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1

Crisis culture is paralyzing strategic progress

For years, hospitals and health systems have battled new crises emerging as fast as previous ones are addressed. Persistent financial strain, burnout, and cybersecurity threats are keeping systems locked in reactive mode. As a result, long-term planning is constantly deferred, and fragmentation in decision-making, such as the ongoing purchase of Shadow IT, is worsening risk and inefficiency.

2

Operational efficiency is the top priority—and AI can help unlock it

A shift toward integrated technology promises real efficiency gains and relief from crushing administrative burdens.

More than 75% of leaders agree that a consolidated healthcare operations platform could reduce administrative burden. AI also offers near-term promise, especially in automating non-clinical workflows like scheduling and billing—but only if layered on top of clean data and trusted processes.

3

Alignment, not just innovation, will define the winners

Breaking the cycle of chaos requires cross-functional alignment. Clinicians, IT, and operations leaders all want more influence over tech decisions. Adding to the confusion, various groups continue to differ, and even change their minds, on which issues they perceive as the most critical. Without shared language, clear roles, and unified governance, tech investments will continue to under perform and progress will stall.

How did we draw these conclusions?

We partnered with CHIME for the fourth annual symplr Compass Survey to better understand technology's impact on healthcare organizations' ability to provide excellent patient care and outcomes, while addressing operational inefficiencies and the industry's biggest challenges and pain points.

Data from 400+ clinical, operational, and IT decision-makers at top U.S. health systems shows their perspectives on healthcare operations, defined as the essential administrative, non-clinical tasks that help run a hospital or health system, including provider data management and credentialing, workforce, scheduling, team-based communication, quality and compliance management, and supply chain management. The survey also covers threats to their organizations, and the roles they should play in improving and managing successful business operations.

While there's work ahead to unify stakeholders and define maturity models, a deeper understanding of the unique priorities and viewpoints of each group —clinical, operations, and IT—is a crucial first step. This will help chart a mutually beneficial path forward, ultimately leading to better patient outcomes.

Four years in: the trends that still define healthcare

Over four years of Compass reporting, one trend is clear: the pressures may shift in form, but the underlying dysfunction remains constant and unresolved. This year's findings not only reaffirm that reality but underscore the mounting urgency for health systems to move from reactive tactics to long-term transformation.

Competing threats remain entrenched
Financial pressure returns in 2025 as the most pervasive concern across all roles and titles. In 2022 and 2023, this pressure competed neck and neck with clinician burnout, and while burnout temporarily overtook finances last year, both have persisted in the top two spots year after year. Despite shifting headlines, these core challenges remain stubbornly unsolved.

41%

Burnout is no longer a crisis. It's a chronic condition
Clinician burnout continues to top the list of threats in 2025 for 41% of clinicians and 33% of operations leaders, especially those in frontline or managerial roles. These numbers have barely budged since 2023, reflecting how deeply embedded these issues have become. In the 2022 survey, burnout was beginning to spike; today, it's normalized and that's a red flag.

34%

Cybersecurity concerns persist even as attention shifts
While cybersecurity dipped slightly in this year's rankings (34% vs. 40% in 2024), this does not reflect reduced risk. Instead, it's only competition from other urgent issues. Since first rising into the top three concerns during the 2023 Compass report (largely driven by ransomware attacks), cyber threats have remained a constant concern, particularly among IT leaders managing increasingly fragmented systems.

88 MINUTES

Time lost to admin work keeps climbing
The average clinician now spends 88 minutes a day on administrative tasks—up from 83 minutes in 2024 and 79 minutes in 2023. In 2022, this stat was already sounding alarms. It's only evidence of stagnation now. More than half of clinicians still report wasting over an hour daily on work that could be reduced or eliminated with better software and automation.

51%

Clinicians demand a bigger role in tech decisions
In 2022, only 51% of clinicians reported having influence in software purchasing. That number jumped to 72% last year and has reached 85% in 2025. This sharp rise speaks to a broader cultural shift: frontline care teams no longer see technology as "IT's job"—they see it as fundamental to care delivery.

86%

Shadow IT continues to surge
The percentage of IT leaders reporting department-level software purchases outside formal governance has grown steadily from 74% in 2022 to 81% in 2024 and now 86% in 2025. This surge reflects both the appetite for autonomy and the frustration with slow or unclear purchasing processes. But it's also increasing cyber risk and interoperability problems across systems.

69%

AI's appeal is pragmatic, not futuristic
In 2023, excitement around AI centered mostly on clinical diagnostics and theoretical breakthroughs. In 2025, leaders are gravitating toward practical, non-clinical applications: workflow agents, scheduling, claims management, and supply chain optimization. These are the use cases health systems believe can make an immediate operational impact, especially for IT leaders (69%) and executive leaders (64%).

75%

Platform consolidation is no longer optional
More than 75% of leaders say a consolidated healthcare operations platform would help address inefficiency and administrative burden. In 2022, most organizations were still evaluating individual point solutions. By 2024, platform conversations had taken hold. Today, it's clear that fragmented systems are fueling crisis culture and consolidation is seen as the clearest path forward.

Efficiency and automation top the investment list
When asked what actions they're taking to respond to external challenges like burnout and financial pressure, leaders consistently point to operational efficiency and automation. In fact, across all four years of the Compass Survey, this is the first time these actions have overtaken staffing increases or cost-cutting measures as the dominant strategy.

CHAPTER 1

Always Reacting, Never Advancing: Why Progress Keeps Getting Postponed

Despite role, title, or region, those working in hospitals and health systems share a singular goal: to improve patient outcomes. But in the face of unrelenting pressure—from staffing shortages to financial instability to mounting regulatory change—teams are forced to view problems through increasingly narrow lenses. This reactive posture is fragmenting operations, stalling innovation, and diverting attention away from systemic transformation.

The 2025 Compass Survey reveals that environmental threats to health systems are not only compounding, they're evolving differently by role. While burnout dominates for clinicians and operations managers, financial strain now eclipses all other concerns across the executive suite. That divergence makes progress difficult to coordinate.

And looming on the horizon is OBBBA—a policy change expected to dramatically shrink reimbursements and widen access gaps. Without a new operating model, health systems may find themselves once again deferring strategy instead of forging ahead.

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Evolving pervasive pressures

JOIN THE CONVERSATION

Year over year, the same three threats continue to dominate: burnout, financial strain, and cybersecurity. But their impacts are becoming more acute and the system's response remains fragmented.

In 2022, financial pressures were the top threat with healthcare still dealing with COVID-19's financial ripple effects.

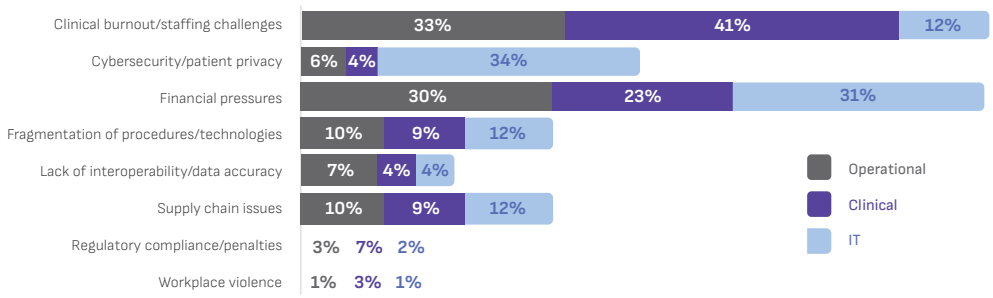
In 2023, clinician burnout overtook financial pressure as the #1 threat.

In 2024, cybersecurity surged following a major cyberattack, shaking C-suites across the country.

In 2025, financial pressure reclaims the top spot across roles, but burnout holds firm among frontline staff.

The takeaway: despite knowing what's broken, we haven't made real progress fixing it.

GREATEST THREATS OVER THE NEXT YEAR



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Financial strain on hospitals and health systems is pervasive and continues to worsen

In 2024, **hospital year-end margins were, on average, 2.1%, compared with 7.0% in 2019**, according to a report from PwC. These cost increases go hand-in-hand with the unaffordability of care for patients. A 2024 analysis **shows that approximately 14 million people (6% of adults) in the U.S. owe over $1,000 in medical debt.** Further, the problem disproportionately affects people of color: 28 percent of Black and 22 percent of Hispanic people carry medical debt, according to Consumer Reports.

METRIC	ESTIMATE *(latest data)*
Adults with medical debt	**Around 41% of U.S. adults** *(2022)*
Number of adults in debt	20 million with explicit medical debt
Median debt among debtors	**$2,000** *(half owe less, half owe more)*
Average (mean) debt	**$11,000–$12,000** per person

41%
of U.S. adults (2022)
have medical debt

$11,000 – $12,000
PER PERSON

Key Sources
Kaiser Family Foundation / Health System Tracker (Feb 2024): based on 2021 Survey of Income and Program Participation (SIPP) data—detailed breakdowns of prevalence and debt amounts. New York Post+15KFF+15Census.gov+15Health System TrackerCensus.gov

Third Way (Mar 2024): Trends showing rising average medical debt per household. Urban Institute+4Third Way+4Consumer Financial Protection Bureau+4

Commonwealth Fund and U.S. Census Bureau SIPP survey data on prevalence; aligns that about 41% of working-age adults face medical billing issues.

CHAPTER 1

Even more time wasted
= continued burnout

For the second year in a row, over 50% of healthcare leaders reported wasting more than an hour per day on administrative tasks that could be significantly reduced or eliminated using software. Even more concerning? **The average time wasted jumped 6% year-over-year, from 83 minutes to 88 minutes — that's nearly a full workday per employee lost to inefficiency.** Overwork and inefficiency are major contributors to poor morale and poor retention, ultimately compromising the quality and consistency of patient care.

"As a surgeon, I've seen firsthand the toll years of operational pressures have taken on our teams. With growing patient loads, increasing administrative work, staffing challenges - the pressure is constant. Targeted strategies to reduce widespread burnout is critical for the retention of the people who make quality care possible."

Dr. Aaron Wilcox, MD
Physician Lead, Surgical Care Experience Technology
Kaiser Permanente

In 2024, the national average turnover rate for staff RNs

16.4%

According to the 2025 NSI National Health Care Retention & RN Staffing Report. This pace is problematic, not only from the perspective of the time and energy it takes to train new staff and potential patient disruption, but also cost.

Middle managers remain one of the most impacted groups, balancing workforce churn, clunky systems, and operational compliance—all while having little power to change the tools they're given. Burnout is the top threat for directors and managers, and they report seeing the biggest opportunity for automation. This is no surprise given the challenges those at this level must combat every day, such as:

- Excessive administrative workloads
- Inefficiencies created by fragmented technology and processes
- Short staffing and retention
- Complexity of regulatory compliance

In 2024, the average cost of turnover for a single bedside RN jumped to

$61,110

8.6% INCREASE

CHAPTER 1

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Cybersecurity challenges

While the data shows a slight dip in IT leaders indicating cybersecurity as a top threat (34% this year versus 40% last year), this modest improvement is not an indication that cyber concerns have been resolved. Rather, the data likely represents that other priorities are taking up mindshare.

Although many organizations have put thoughtful cybersecurity roadmaps together in recent years, the sophistication and risk of digital attacks on the healthcare system have not abated. Virtually all healthcare organizations have experienced at least one cyberattack in the past 12 months, according to a Fall 2024 survey by the Ponemon Institute. While the 2024 Change Healthcare cyberattack was unprecedented in its scale, affecting an estimated 190 million individuals and causing billions in financial impact, the healthcare sector has continued to experience numerous large-scale cyberattacks and data breaches since that incident.

"Cybercriminals continue to target healthcare data due to the nature of patient records, which contain personal, financial, and medical information. Not only do attacks compromise that data, but any resulting issues with connectivity and outages can directly impact patient care. The potential for a system failure to affect patient lives makes healthcare organizations extremely vulnerable."

Blaine Hebert, CISSP, HCISPP, CHISL, CDH-E, CHIME-AEHIS Board
VP & Chief Information Security Officer
Onvida Health

Differences in prioritization by role

When it comes to solutions for pervasive issues, **investing in operational efficiency and automation is cited as the number one (37%) action health system leaders are taking** to help address environmental challenges such as burnout, staff shortages, and financial pressure. These investments include total workforce management systems, smart scheduling, and provider onboarding/offboarding tools. However, there appears to be hierarchical disconnects on prioritization, with executive-level leaders more focused on efficiency (54%) and cost-reduction strategies (33%), while mid-level managers are more likely to mention staff retention initiatives (42%).

42%

of **mid-level managers** are more likely to mention staff retention initiatives

33% of executive-level leaders are more focused on cost-reduction strategies

54%

of **executive-level leaders** are more focused on efficiency

The latest hit: regulatory ramifications

The Congressional Budget Office (CBO) estimates that OBBBA's Medicare and Affordable Care (ACA) changes will leave 10 million more people uninsured.

As changes under OBBBA will undoubtedly equate to lost revenue, health systems must look for other areas where they can cut budgets to prepare and accommodate for what is ahead.

The impacts of the bill will also have ripple effects on the healthcare system beyond just financial strain. Given the bill's impact on care access for many, emergency departments will likely see a higher volume of patients, potentially in worse condition due to not receiving preventative care by a primary care physician. This will not only complicate emergency room workflows but also add to the workload of already stretched clinicians.

UNEQUAL IMPACT

The cuts to Medicaid and ACA programs are the largest in U.S. history, with over a trillion dollars being shaved off funding over the next decade. Hospitals serving high areas of Medicaid patients and rural communities are already under financial strain, with rural and high-Medicaid hospitals more likely to be in the red, according to the Kaiser Family Foundation. OBBBA could worsen this by tightening Medicaid eligibility, limiting state financing tools, and increasing the uninsured. PwC notes these changes may raise uncompensated care and intensify pressures — especially in rural areas, despite the law's $50 billion rural stabilization fund.

PwC (2024): Analysis of the One Big Beautiful Bill Act (OBBBA) and its impact on U.S. health systems; covers financial, workforce, and operational implications. PwC.com/Health-Industries.

Kaiser Family Foundation (2024): Review of the 2025 Budget Reconciliation Bill's implications for hospitals, with focus on Medicaid and funding shifts. KFF.org/Medicaid.

CHAPTER 2

Crisis Culture and Decision Disarray

While there was once a time when some stakeholders viewed technology with skepticism, today there is no denying its critical role in shaping both patient and provider experiences. This shift naturally fuels a growing desire among clinicians and other stakeholders to have a stronger voice in technology decisions. Healthcare leaders know they need to be able to lean on technology, but a bad purchasing decision can actually hinder productivity and patient care. To that end, according to last year's Compass Survey, **only 57% of clinicians agreed that their hospital operations software enables them to provide the best possible patient care.**

CHAPTER 2

Competing for decision-making influence

For those reasons, it isn't much of a surprise that this year **85% of clinicians report wanting more influence in software purchasing decisions,** up from 72% last year. According to a recent Deloitte Center for Health Solutions and the Scottsdale Institute, 64% of surveyed executives reported that involving end users, including providers, nurses, and administrative staff, in designing the tech initiatives is an important driver of success in tech initiatives. The good news is that IT and Operations colleagues seem to be in agreement.

While last year, IT (60%) and operations leaders (51%) were more hesitant to give clinicians more influence in these decisions, **this year, 77% of operations leaders and 76% of IT leaders reported that clinicians should have more influence in software buying decisions.**

In some cases, perceived exclusion in decisions may not be intentional. For example, health systems may be asking a smaller subset of clinicians, such as only those in leadership roles, to participate. In other instances, it is possible that input is being taken into account in some capacity without participants being aware.

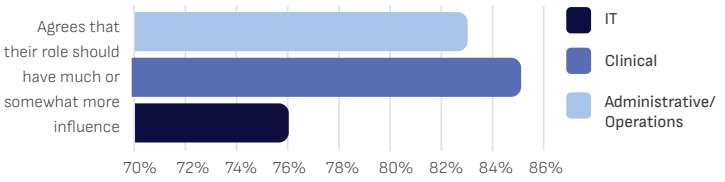
"Technology should serve as an enabler, reducing administrative tasks and streamlining care coordination, so nurses can prioritize the care and deep human connections that are the purpose of our profession. In today's high-pressure healthcare environment, it's crucial that nurses are empowered to have a strong say in what tools we are using to ensure that technology not only optimizes our daily practice but also directly enhances patient care."

Dr. Tracy Gosselin, PhD, RN
Chief Nurse Executive
Memorial Sloan Kettering Cancer Center

CHAPTER 2

While it is a positive sign to see IT and operations leaders recognizing the influence clinicians should have in technology decisions, those leaders also think that their own teams should have more influence. According to this year's survey, **83% of operations leaders seek more influence in decision-making, and IT is right on their heels with 79% of respondents seeking more influence.** Although there is no doubt that each voice is valuable, an increase in the number of voices may also inadvertently add to complexity around decision-making and intensify the issue of deferred strategy. According to research from the Boston Consulting Group, 70% of digital transformations fall short of their objectives, often with profound consequences. Of the 30% that do succeed, integrated strategies and leadership buy-in, from CEOs to middle management, are keys to success.

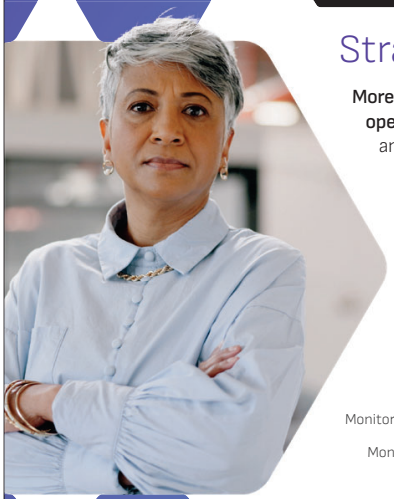
POVs ON PURCHASING INFLUENCE BY FUNCTION



In order to think more holistically and strategically, gaps must be closed between the clinical, operational and IT worlds, and the specific pain points of various levels must be better understood. The stakes are once again rising, and as resources continue to get more constrained, a lack of clarity around priorities and an inability to do more with less can be detrimental to both health systems and their patients.

What Clinicians Prioritize	What IT prioritizes
Efficiency	Functionality
Functionality	Cybersecurity
User experience	User experience
Outcomes	Relationship/service

CHAPTER 3



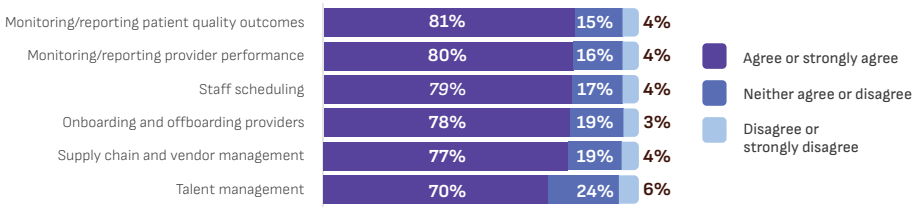
Strategic Revival: Reigniting Momentum

More than 75% of health system leaders agree that a healthcare operations platform will help address operational inefficiency and administrative burden. With so much technology within organizations, there is an obvious potential to consolidate, moving to a more platform-focused approach specifically designed to support operational strategy.

Further, consolidating healthcare operations has become a top priority for about 40% of health systems surveyed, with another 30% saying the idea is gaining traction.

The data also looks at specific workflows, with most health system leaders (70% or higher) agreeing that a healthcare operations platform can help a variety of workflows.

A HEALTHCARE OPERATIONS PLATFORM WILL HELP ADDRESS



While there is alignment on these benefits across the board, a higher percentage of those in the IT role and amongst high-level executives expressed that an operations platform can help with these tasks — **meaning there is more work to be done to align frontline and patient-facing staff on the value of consolidating these workflows with platform technology.**

Before moving forward, health systems must be sure to understand the exact ROI expected out of each new technology they are investing in, and how it will drive real, tangible efficiencies within their system.

CHAPTER 3

The promise of AI

While AI cannot and should not be used as a replacement for humans, it does have great potential as an augmentation tool. Gained efficiencies from AI can positively impact the problem of clinician burnout.

According to a recent survey by the American Medical Association, nearly two-thirds of physicians reported using healthcare AI in 2024, a 78% jump from the 38% of physicians who said they used it in 2023.

Additionally, more than half of physicians (57%) said reducing administrative burdens through automation was the biggest area of opportunity for AI.

On the flip side, there is room for greater adoption of more advanced AI. Accenture reports that 83% of healthcare executives are piloting gen AI, but fewer than 10% are investing in the infrastructure for widespread deployment.

Compass Survey respondents expressed excitement for a variety of non-clinical applications of AI. Respondents indicated interest in each category presented, including:

- Workflow agents for activities such as patient scheduling and claims management
- Prediction and optimization of staff schedule and supply chain workflows
- Conversational AI to analyze contracts or HR policies
- Anomaly detection for mismatched or non-compliant information

Workflow agents were of particular interest to IT (69%) and C-suite/VP respondents (64%).

While AI will transform the healthcare industry in many positive ways in the years to come, it is clear that there is immediate potential in the near-term for hospitals to work smarter, faster, and with greater confidence through the application of AI for non-clinical tasks. One thing to consider, however, is that if you try to layer AI over bad data or broken processes, it is not going to be the change that a health system or hospital needs. Data is still king, and it is critical to take a strategic approach to ensure accurate data and trusted processes, before trying to layer over innovative technology such as AI.

Dr. Rob Bart, MD
Chief Medical Information Officer
UPMC

CHAPTER 4

Calming the Chaos: Deactivating Crisis Mode

We've explored the pervasive issues that have stalled strategic progress in healthcare and pointed to some emerging reasons for hope. So, what's the path forward? Here are actionable steps your organization can take to navigate towards optimal patient outcomes and organizational sustainability of forging ahead.

FIND BRIDGES BETWEEN HOSPITAL FUNCTIONS:

- Become multi-(department)-lingual: From an individual perspective, leaders should take it upon themselves to become fluent in not only the needs of their own department, but of other departments as well to better inform and prioritize the resulting organizational priorities.
- Define roles and working groups: Establish clear roles and responsibilities for enterprise operations software purchasing decisions. Create cross-functional groups to align on needs, ensuring that everyone's voice is represented, while also optimizing the number of people that ultimately make the decisions.

- Create conversational cadence: Discussions around needs and priorities should not only happen during the latest crisis or when a vendor contract is up. Engage cross-functional leaders and those on the frontlines regularly by including them in demonstrations and creating forums for feedback to optimize workflows

  Actively seek input from a diverse range of frontline clinicians, rather than limiting engagement to only those in leadership. Regular feedback loops and annual audits to ensure the right products are in place will also help to align on needs.

- Peel back the curtain: Maintain transparency in the decision-making process to assure clinicians on the frontline that their expertise is genuinely valued and integrated.

  - There is no "I" in team: Think about your team outside of your formal organization, and lean on your vendors as active, integral partners who have an understanding of the dynamic healthcare landscape and what your organization needs to do to not only withstand challenges but continue to grow.

"Health system CIOs start every day with two strikes against us. We can't afford to take a risk and waste our last strike on your solution unless we are absolutely confident in the relevancy and expected results. For new IT solutions, in particular, we confirm expected outcomes and affirm results by speaking with your customers who are our peers."

Dr. Jonathan Manis, MD, MBA, CHCIO
SVP & Chief Information Officer
CHRISTUS® Health

Optimize so you can move beyond crisis mode

We've explored the pervasive issues that have stalled strategic progress in healthcare and pointed to some emerging reasons for hope. So, what's the path forward? Here are actionable steps your organization can take to navigate towards optimal patient outcomes and organizational sustainability:

- Consolidate software and consider IT as part of broader corporate strategy: Look for platform solutions that meet multiple needs across departments.
- Effectively prepare staff: In addition to investing in AI and other innovations, take the time to make sure that your people, no matter the department, are trained in data, so that they can better understand what they are looking at and how conclusions were drawn to ensure accuracy and relevance.
- Be willing to embrace change: Given how much healthcare leaders and their teams are already up against, it can seem like one more change might be the straw that breaks the camel's back. But innovations today have the ability to help highly-trained clinicians get back to what they should be spending their time doing — healing patients.
- Build a dedicated change management muscle: One that is well-versed in best practices to enact positive, scalable change at your particular organization and create a culture where everyone is not just always reacting to the latest crisis.

The key to not just surviving, but thriving is preparing your people for change, optimizing processes and technologies, collecting the right data, and partnering with vendors strategically. These steps will empower the workforce to manage challenges effectively, leaving room for progress.

METHODOLOGY

How We Conducted Our Research

For the fourth consecutive year, symplr partnered with the College of Healthcare Information Management Executives (CHIME), an organization dedicated to serving CIOs, chief medical information officers, chief nursing information officers, chief innovation officers, chief digital officers, and other senior healthcare IT leaders, to conduct our survey. The online survey was conducted in June 2025, with 409 respondents across healthcare leaders in IT, clinical, and operational roles.

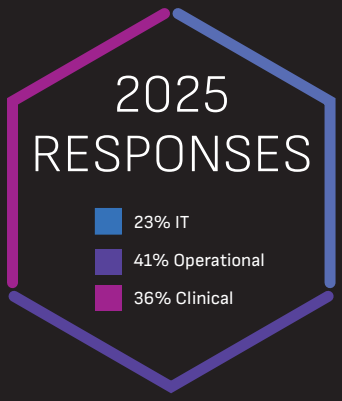
PREVIOUS REPORTS

Explore the Compass Survey Reports from previous years.

2022 Compass Survey Report
Get the 2022 Report

2023 Compass Survey Report
Get the 2023 Report

2024 Compass Survey Report
Get the 2024 Report



"Today we are leveraging hundreds of technologies across our entire ecosystem—from administrative support to patient engagement tools, as well as clinical support. This technology sprawl, some born out of need and others without approval, creates a myriad of potential vulnerabilities and inefficiencies. For these reasons, regular IT audits, as well as conversations around technology needs, are vital. These steps allow hospitals and health systems to identify redundant systems, address security gaps and ultimately ensure that every software solution is truly serving our mission of delivering exceptional patient care, rather than hindering it."

Joe Diver, FACHDM
Chief Information Officer
Signature Healthcare

Justification for Sole Source Form

To: Proposal Evaluation Panel

From: Scott Cleveland, Controller; Audrey Parks, VP, IT

Type of Purchase: (check one)

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

Cost Estimate ($):	$2,093,612
Vendor Name:	Symplr (formerly known as API)
Item Title:	Symplr Migration to Cloud

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

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

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

  Symplr's Time and Attendance and Staffing and Scheduling (TASS) solution has been in use at Salinas Valley Health since the early 1990s. Salinas Valley Health also has the time and attendance badging equipment and infrastructure in place. The proposal is to migrate this solution from the current on-premise installation to the cloud to improve features, functionality, cybersecurity, advancements with AI and other improvements that are not expected to be available with the on-premise solution Salinas Valley Health currently uses. No end of life or end of support dates have been published by symplr, though these are anticipated.

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

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

Submitter Signature: Scott Cleveland Date: 05/11/2026

Financial Performance Review

March 2026

Iftikhar Hussain

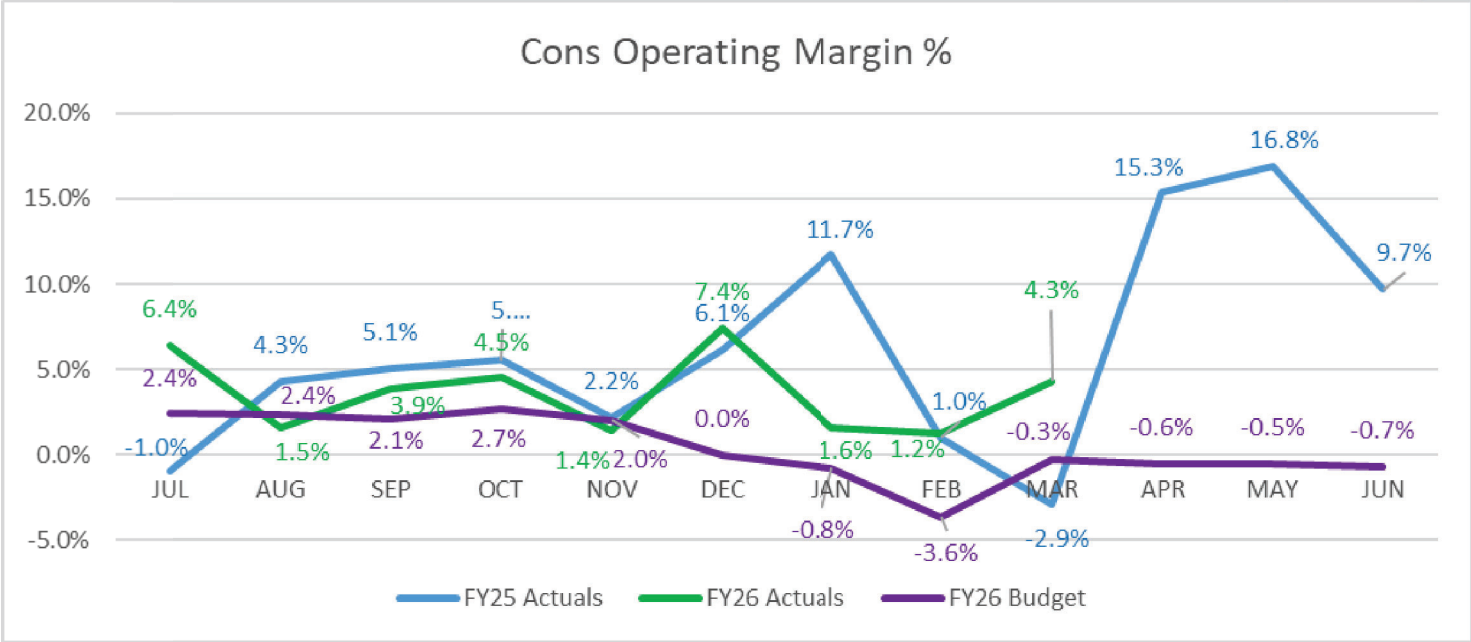
Chief Financial Officer

Consolidated Financial Results
March 2026

Consolidated Month Mar Actual	Budget	Prior Year	Bud Variance (unfav) $	%	$ in Millions	Consolidated YTD Mar Actual	Budget	Prior Year	Bud Variance (unfav) $	%
$ 75.6	$ 72.0	$ 68.1	$ 3.6	5.0%	Operating Revenue	$ 659.6	$ 624.7	$ 545.6	$ 34.9	5.6%
72.3	72.2	67.4	(0.1)	-0.1%	Operating Expense	635.3	619.8	520.8	(15.5)	-2.5%
3.3	**(0.2)**	**0.7**	**3.5**	**1750.0%**	**Income from Operations**	**24.3**	**4.9**	**24.8**	**19.4**	**395.9%**
4.3%	*-0.3%*	*1.0%*	*4.6%*	*1533.33%*	*Operating Margin %*	*3.7%*	*0.8%*	*4.6%*	*2.9%*	*362.5%*
					Op. margin % full year target		*3.0%*			
(6.0)	2.5	6.3	(8.5)	-340.0%	Non Operating Income	14.3	22.3	26.4	(8.0)	-35.9%
(2.7)	**2.3**	**7.0**	**(5.0)**	**-217.4%**	**Net Income**	**38.6**	**27.2**	**51.2**	**11.4**	**41.9%**
-3.7%	*3.1%*	*10.2%*	*-6.8%*	*-219.35%*	*Net Income Margin %*	*5.9%*	*4.3%*	*9.4%*	*1.6%*	*37.2%*

No Supplemental payments received in March. Results for the year include $25.4 million in supplemental payments.

Consolidated Operating Margin



Key Financial Indicators

Indicator Metric		YTD 3/31/2026	Budget	S&P A+ Rated	YTD Prior Year
Operating Margin*		3.7%	0.4%	4.0%	3.8%
Total Margin*		5.9%	4.0%	6.6%	8.6%
EBITDA Margin**		8.5%	5.4%	13.6%	8.3%
Days of Cash*		357	317	249	365
Days of Accounts Payable*		46	45	-	44
Days of Net Accounts Receivable***		78	60	49	64
Supply Expense as % NPR		14.8%	14.6%	-	14.7%
Labor Expense as % NPR		51.2%	55.7%	53.7%	52.0%
Operating Expense per APD*		7,502	7,205	-	6,703

All metrics above are consolidated for SVH except Operating Expense per APD
*These metrics have **not** been adjusted for normalizing items
**Metric based on Operating Income (consistent with industry standard)
***Metric based on 365 days average net revenue (consistent with industry standard)

Executive Summary: Volume Trends

- Admissions and Census
  - YTD Admissions and observations are 1.7% 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 are down 4% from 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 2.3% higher than PY.

Volume Summary – March 2026

Actual	Prior Year	Mar Bud	Bud Var	Key Statistics	YTD	YTD-PY	YTD Mar Bud	YTD Bud Var
				Inpatient				
110	114	114	-4%	ADC	109	116	114	-4%
969	955	931	4%	Admissions	8,673	8,815	8,232	5%
102	108	130	-22%	Deliveries	966	1,050	1,153	-16%
2.0	2.1	2.3	-13%	Medicare Traditional ALOS CMI Adjusted	2.1	2.2	2.3	-10%
1.74	1.83	1.75	-1%	Medicare Traditional Case Mix	1.72	1.74	1.75	-2%
				Emergency Room				
4,592	4,421	4,653	-1%	ER OP Visits	39,184	40,823	41,131	-5%
749	750	719	4%	ER IP Admissions	6,755	6,826	6,351	6%
				Procedures				
159	183	146	9%	IP Surgeries	1,388	1,338	1,290	8%
344	317	293	17%	OP Surgeries	2,742	2,699	2,588	6%
346	330	333	4%	Cath Lab	2,948	2,790	2,947	0%
1,176	1,195	1,158	2%	OP Infusion Cases	11,185	10,306	10,236	9%
432	321	405	7%	MRI Procedures	2,962	2,431	3,577	-17%
2,208	1,938	2,168	2%	CT Scans	17,967	17,815	19,163	-6%
				Observation Cases				
178	164	152	17%	Obs Cases	1,741	1,429	1,348	29%

Executive Summary: March Financial Performance – Continued

Cost and Utilization:

- **Worked FTEs** on a per Adjusted ADC basis were **9%** unfavorable at **7.3** - compared to a target of **6.7**
- **Payor Mix** was unfavorable with commercial revenue off 8% from budget
- **Non-Operating Income** was under budget by $8.5 Million due to unrealized investment declines in March
- **Days in AR** at **78** is trending over target. EPIC Days stable down 3 days from February
- **Days Cash on Hand** decreased to 357 days driven by investment loss due to interest rate increase and capital investments.

Key Metrics	Prior 3 Months			Current Month		Year-To-Date	
	Dec-25 Actual	Jan-26 Actual	Feb-26 Actual	Mar-26 Actuals	Mar-26 Budget	FY26 YTD Actuals	FY25 YTD Prior Year Actuals
Total Gross Revenue	$ 279,453	$ 299,889	$ 286,944	$ 313,675	$ 305,516	$ 2,615,841	$ 2,503,226
Medicare %	45%	49%	47%	49%	46%	46%	46%
Medicaid %	29%	27%	29%	29%	29%	29%	30%
Commercial %	22%	20%	21%	19%	21%	21%	21%
All Other %	4%	4%	4%	4%	4%	4%	4%

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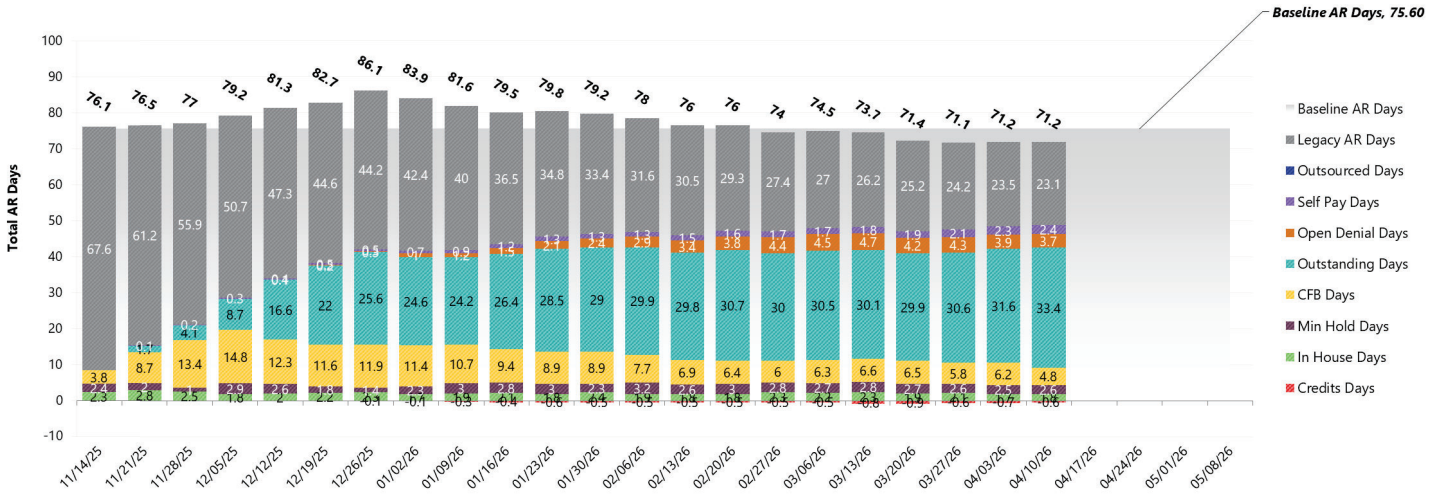
Accounts Receivable – AR Days Trend



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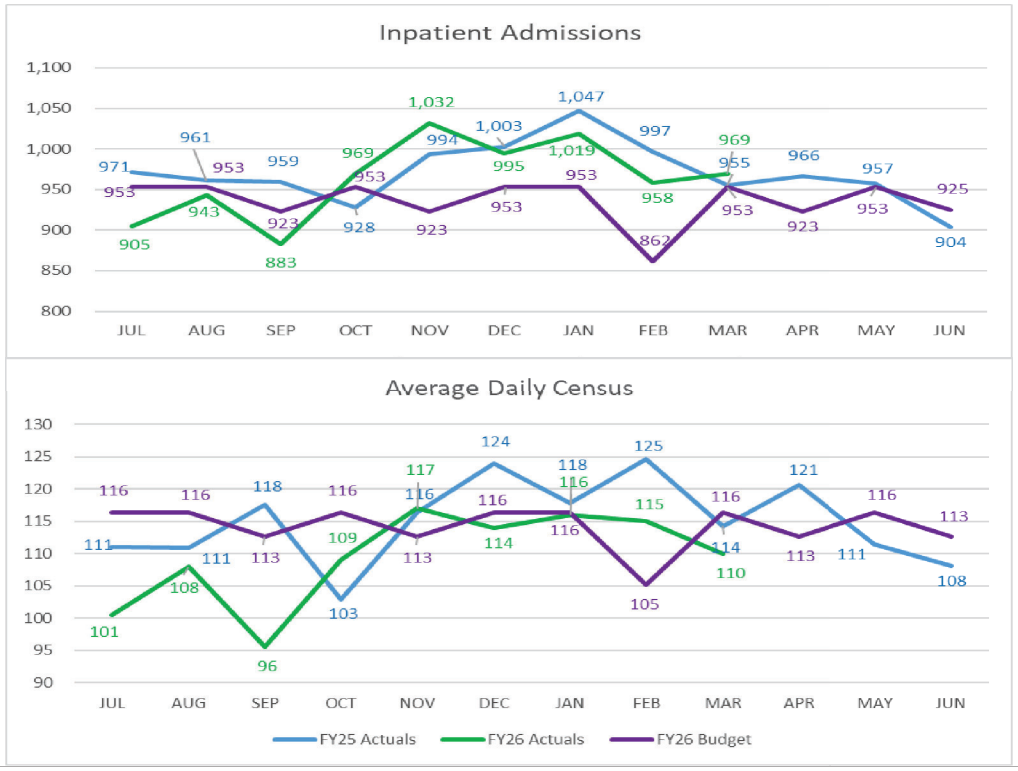
Medi-Cal and Other Supplemental Payments

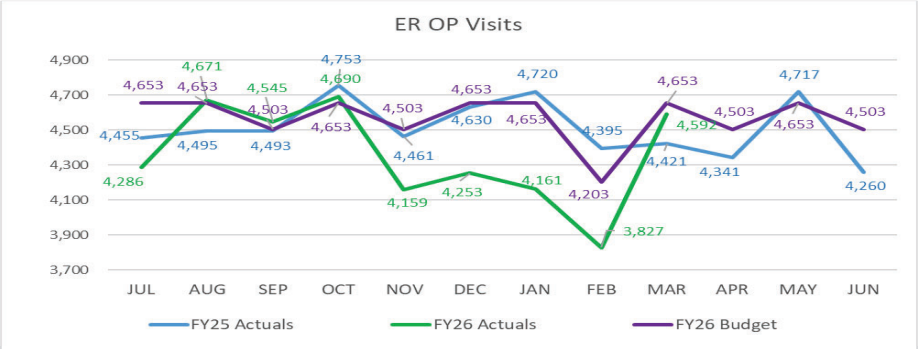
FY 2026					
Date	**Payor**	**Description**	**Total Amount**	**Regular**	**One Time**
Oct 2025	CCAH	Direct Payment Program (net) Phase 2- CY 2023	4,474,778	4,474,778	
Oct 2025	CCAH	DMPH-Quality Incentive Payment CY 2024 Interim	3,326,677	3,326,677	
Dec 2025	CCAH	CCAH-EPIC Training & Implementation	12,000,000		12,000,000
Jan 2026	CCAH	Voluntary Rate Range-CY 2024 (net)	5,579,554	5,579,554	
Total FY 2026			**25,381,009**	**13,381,009**	**12,000,000**

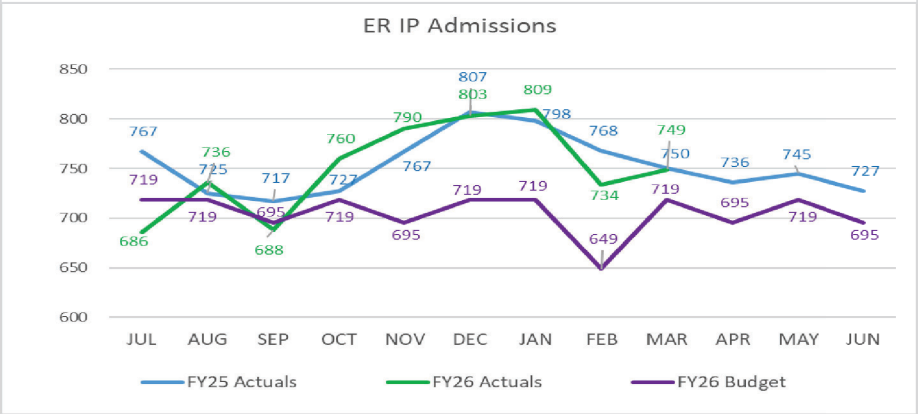
FY 2025					
Date	**Payor**	**Description**	**Amount**	**Regular**	**One Time**
Jan 2025	CCAH	Voluntary Rate Range-CY 2023 (net)	4,639,758	4,639,758	
Apr 2025	CCAH	Medi-Cal Quality Incentive Program (net)	7,045,692	7,045,692	
Apr 2025	DHCS	Medi-Cal OP Supplemental (net) CY 2023-24	1,398,017	1,398,017	
Apr 2025	CCAH	Direct Payment Program (net) Phase 1- CY 2023	4,797,482	4,797,482	
May 2025	CCAH	NDPH HQAF (net) Program Year-2024	4,270,850	4,270,850	
Jun 2025	DHCS	Medi-Cal Rate Range (net) CY 2024-25	2,305,245	2,305,245	
Multiple Dates	FEMA	Grant Funds (net) FY2025	6,260,697		6,260,697
Total FY 2025			**30,717,741**	**24,457,044**	**6,260,697**

Volume Trends – Admissions & ADC

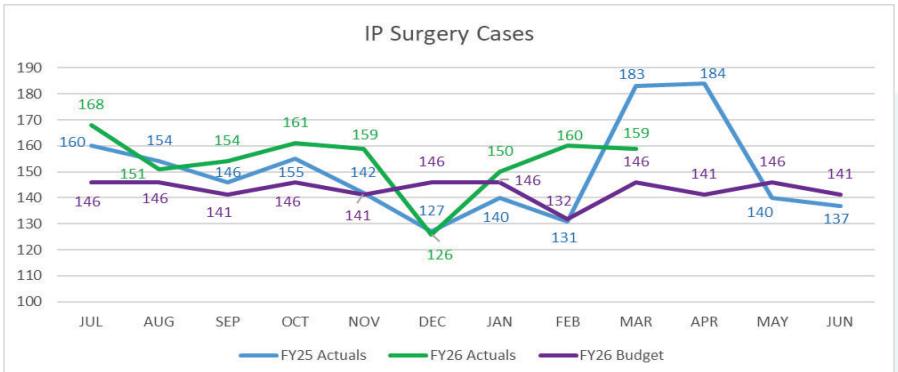


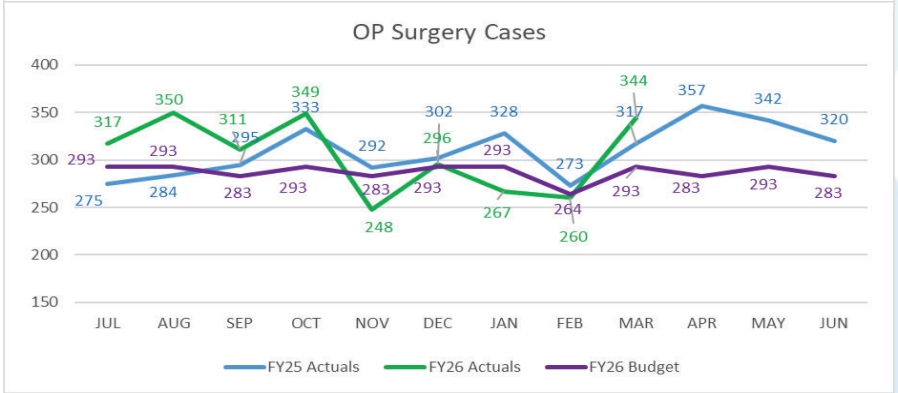
Volume Trends – ER



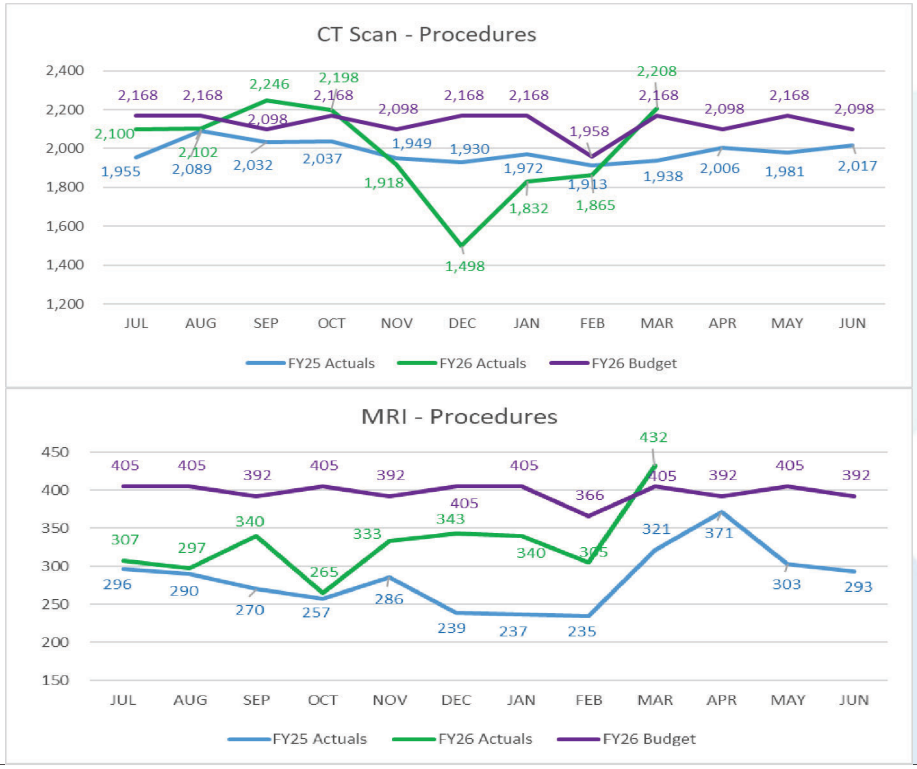


Volume Trends - Surgery Cases





Volume Trends - Imaging



Labor Productivity Key Indicators

Current Month					Year-to-Date			
Prior Year	Actual	Budget	Variance (in FTE)		Prior Year	Actual	Budget	Variance (in FTE)
1,711.6	1,766.5	1,643.5	(123.0 FTE)	Worked FTE	1,601.4	1,695.6	1,602.5	(93.1 FTE)
3.8%	3.0%	4.5%	26.5 FTE	Overtime as a % of Worked Hours	4.6%	4.6%	4.6%	0.6 FTE
3.6%	5.3%	3.0%	(41.0 FTE)	Contract Labor as a % of Worked Hours	4.2%	6.2%	3.1%	(52.6 FTE)

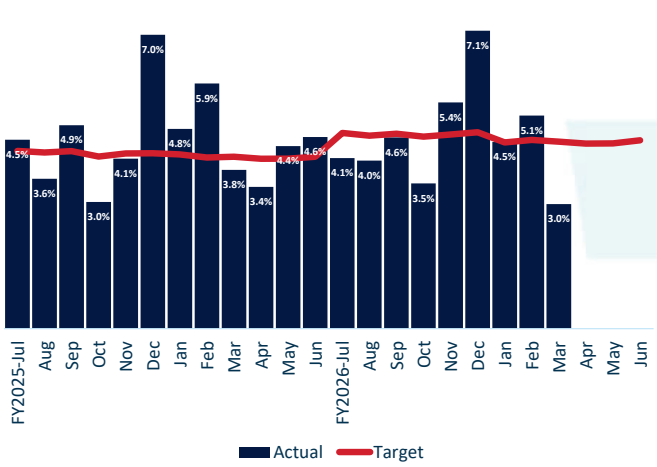
Labor Productivity

As of March 2026 Year-to-Date

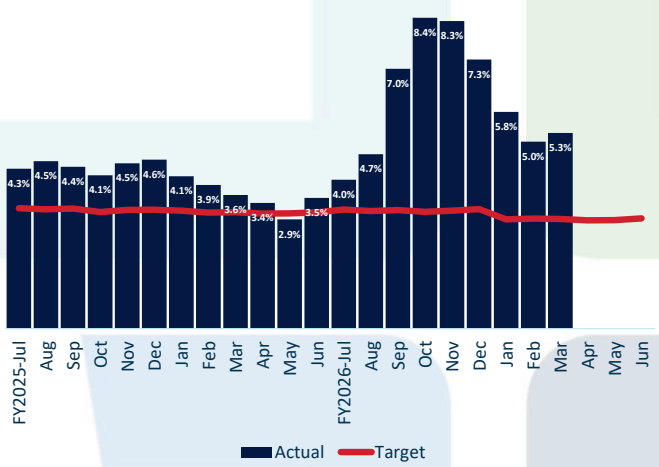
- **Worked FTE:** Worked FTE is unfavorable to budget by 123.0 in the month and 93.1 on a year-to-date basis. The variance is primarily driven by:
  - Contract Labor: Both the current month and year-to-date contract labor utilization is higher than budget. The impact is a negative FTE variance of 41.0 in March and 52.6 on a year-to-date basis.
  - Imaging Services: Expanded hours in mammography and internalizing MRI services have led to unbudgeted FTE growth.
  - 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 10.9 FTE.
  - Surgery: FTE increases are largely driven by nurse specialist additions. These roles do not provide direct patient care but, instead, focus on increasing service lines.
- **Contract Labor:** Contract labor usage is over budget at 5.3% of Worked FTE in the month and 6.2% 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

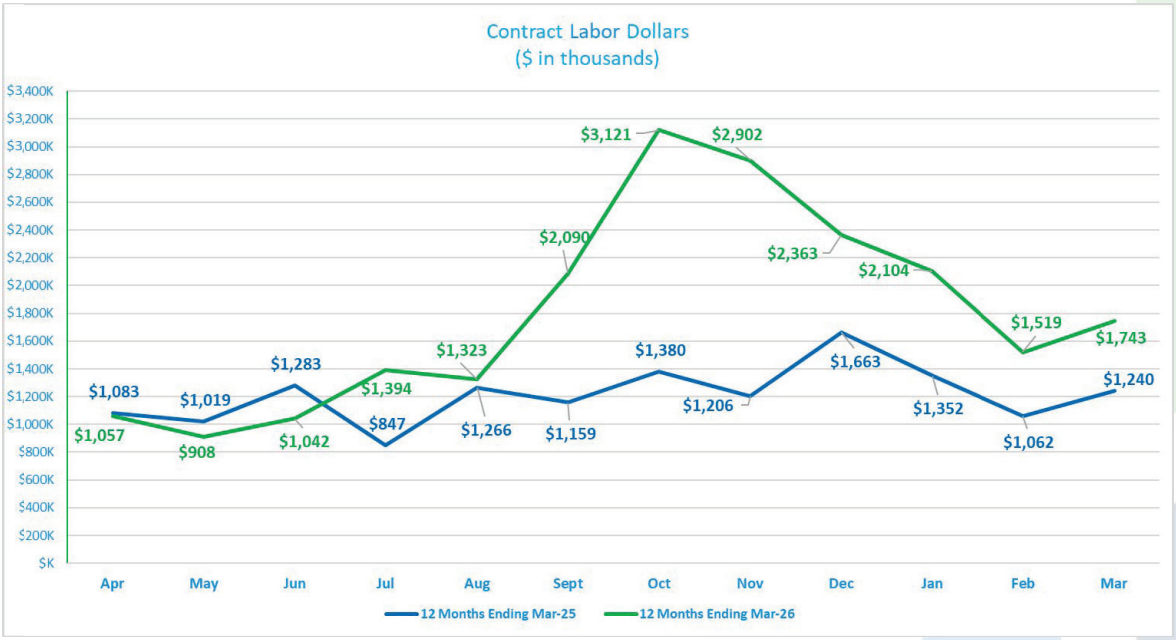
Overtime as a Percent of Worked FTE



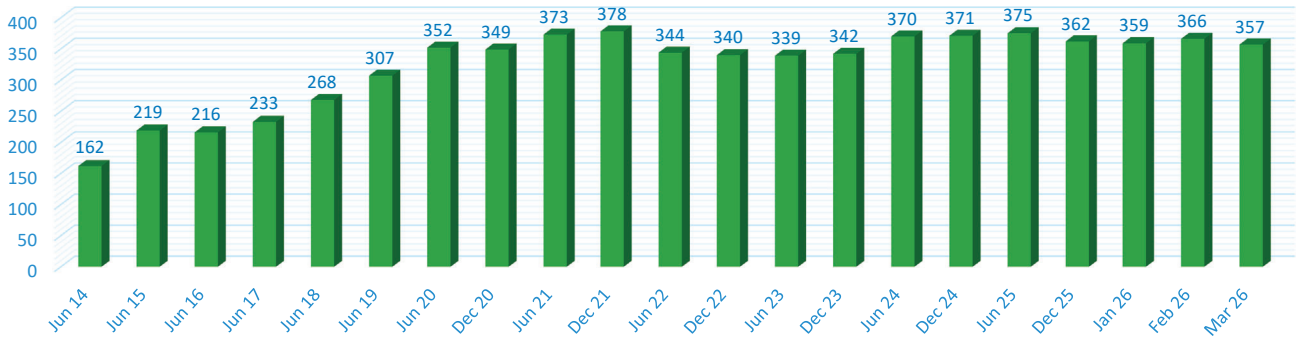
Contract Labor as a Percent of Worked FTE

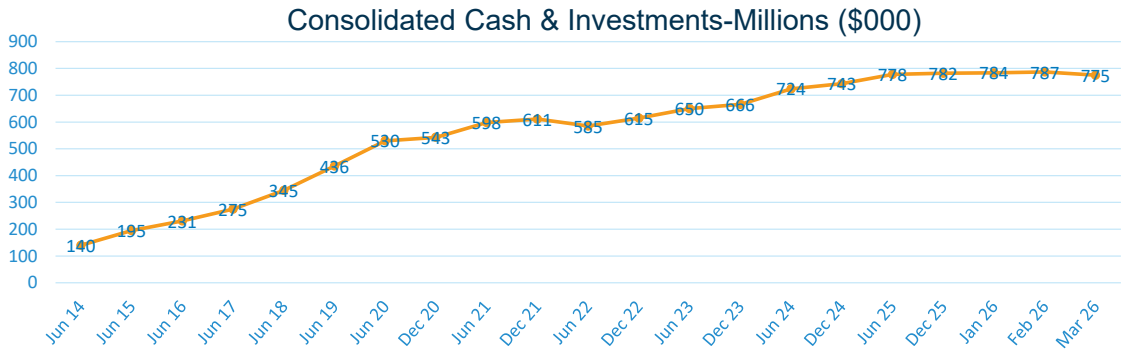


Contract Labor Trends



Days Cash on Hand = 357 Days ($775M) - March 2026





Sources and Uses of Cash

Salinas Valley Health - Consolidated Change in Days Cash on Hand	March		YTD	
	Days	Dollars	Days	Dollars
Sources of cash (inflow):				
Net income (loss) from operations	1.5	3,261,772	11.2	24,363,390
Add back depreciation/amortization	1.8	3,889,543	14.1	30,519,280
Non-operating income (loss)	(2.8)	(6,048,438)	6.6	14,278,222
Decrease (increase) in supplies inventory-SVHMC	(0.0)	(22,804)	1.1	2,464,214
Increase (decrease) in SVHMC accounts pay & accrued exp-SVHMC	(1.7)	(3,714,395)	3.0	6,488,899
Increase (decrease) in SVHMC SBITA/Lease Liability	0.1	210,799	5.7	12,369,948
Total sources of cash (inflow)	**(1.1)**	**(2,423,522)**	**41.7**	**90,483,953**
Uses of cash (outflow):				
Increase (decrease) in net patient accounts receivable SVHMC	(0.0)	(89,265)	10.7	23,179,042
Increase (decrease) in other current assets SVHMC	0.3	639,233	1.6	3,539,181
Increase (decrease) in SBITA Renewals	(0.2)	(483,353)	8.8	19,151,772
Increase (decrease) in right of use lease assets	0.4	862,188	0.4	862,188
Capital and strategic investments	1.0	2,068,459	17.9	38,932,741
Increase (decrease) Pension plan	1.3	2,914,667	2.8	6,156,715
Increase Investment in Non-Consolidating Affiliate	1.8	3,966,000	1.8	3,966,000
Miscellaneous	0.0	13,138	0.1	278,243
Total uses of cash	**4.6**	**9,891,067**	**44.2**	**96,065,882**
Net cash flow	**(5.7)**	**(12,314,590)**	**(2.6)**	**(5,581,929)**
Beginning cash and investments	362.5	787,195,022	359.4	780,462,360
Ending cash and investments	**356.8**	**774,880,432**	**356.8**	**774,880,431**

Capital Expenditures Includes:		
Epic Acute Installation	$ 61,777	$ 16,998,386
Thermal Fluid Plant	349,927	349,927
Master Plan Retro Fit	162,077	3,617,691
Emergency Department Replacement	126,800	126,800
SVHC - Ultrasound Imaging System	558,596	558,596
SVHC - Ortho/Pod	68,346	
5 Lower Ragsdale - Roof Replacement		2,406,005
Training Rooms Basement Annex		1,883,457
Angio/Special Procedures Suite		913,986
Workday Finance, SCM, Planning, and Analytics		873,409
Medical Center Campus Colorization		811,000
Change in Other Current Assets:		
Direct Payment Program Voluntary Contribution		$ 4,493,759

Questions/Comments

Salinas Valley HEALTH

COMMUNITY ADVOCACY COMMITTEE

Minutes of the
Community Advocacy Committee
will be distributed at the Board Meeting

(Rolando Cabrera, M.D.)

Salinas Valley HEALTH

Medical Executive Committee Summary – May 14, 2026

Items for Board Approval

Credentials Committee

Initial Appointment:

APPLICANT	SPECIALTY	DEPT	PRIVILEGES
Berry, Lauren, MD	Rheumatology	Medicine	Rheumatology
Marchand, Paul, MD	Emergency Medicine	Emergency Medicine	Emergency Medicine
Tilles, Ira, MD	Emergency Medicine	Emergency Medicine	Emergency Medicine

Reappointment:

APPLICANT	SPECIALTY	DEPT	PRIVILEGES
Basse, Michael, MD	Interventional Radiology	Surgery	Diagnostic, Interventional Vascular and Peripherial Endovascular Radiology
Breuer, Tuvia, DO	Psychiatry	Medicine	Tele-Psychiatry
Erickson, Jay, MD	Neurology	Medicine	Tele-Neurology
Garcia, Erika, MD	Family Medicine	Family Medicine/ Pediatrics	Adult Family Medicine Family Medicine Pediatric & Well Newborn Family Medicine Category I Obstetrics Salinas Valley Health Taylor Farms Family Health & Wellness Center (TFFHWC)
Jafery, Syed, MD	Radiology	Surgery	Salinas Valley Health Remote Radiology Salinas Valley Health Advanced Imaging
Korenis, Panagiota, MD	Psychiatry	Medicine	Tele-Psychiatry
Morvarid, Babak, MD	Neurology	Medicine	Tele-Neurology
Moulton, Kimberly, MD	Emergency Medicine	Emergency Medicine	Emergency Medicine
Patel, Vikram, MD	Gastroenterology	Medicine	Gastroenterology
Poudel, Mahendra, MD	Infectious Disease	Medicine	Infectious Disease
Rever, Barbara, MD	Nephrology	Medicine	Nephrology General Internal Medicine
Ryan, Caroline, MD	Anesthesiology	Anesthesiology	Anesthesiology
Sachar, Pawani, MD	Neurology	Medicine	Tele-Neurology
Samuels, Todd, MD	Neurology	Medicine	Tele-Neurology
Stehmeier, Ian, MD	Emergency Medicine	Emergency Medicine	Emergency Medicine
Sunde, Douglas, MD	Plastic Surgery	Surgery	Surgery-Active Community
Tanoura, Tad, MD	Radiology	Surgery	Salinas Valley Health Remote Radiology Salinas Valley Health Advanced Imaging
Uchtmann, Nathaniel, MD	Internal Medicine	Medicine	Adult Hospitalist: Core
Wong, William Wai-Yip, MD	Anesthesiology	Anesthesiology	Anesthesiology

Modification of Privileges:

NAME	SPECIALTY	PRIVILEGE
Dejanovic, Ilja, MD	Interventional Cardiology	Additional Privileges: TFFH&WC – Ambulatory Cardiology Salinas Valley Health Advanced Imaging – Cardiac Imaging Salinas Valley Health Cardiovascular Diagnostics

Temporary Privileges:

APPLICANT	SPECIALTY	DATES
Marchand, Paul, MD	Emergency Medicine	4/16/2026-5/15/2026
Pienkny, Andrew, MD	Urology	5/1/2026-5/18/2026 8/7/2026-8/10/2026
Tilles, Ira, MD	Emergency Medicine	4/13/2026-5/5/2026

Staff Status Modifications:

APPLICANT	SPECIALTY	STATUS CHANGE
Cirillo, Robert, MD	Tele-Radiology	Resignation effective 4/24/2026
Iqbal, Arshad, MD	Tele-Neurology	Resignation effective 4/19/2026
Kaur, Navneet, MD	Family Medicine	Leave of Absence effective 4/29/2026-9/1/2026
Zheng, Jasper, MD	Pathology	Advancement to Active status

Other Items: ***(Attached)***

Gastroenterology – Clinical Privileges Delineation	Removing *Assist at Surgery* and *Consultation at the Wound Healing Center* from Special Privileges
Infectious Disease Clinical Privileges Delineation	Revision adds the *Wound Healing Center* to Special Privileges
Wound Healing Center (WHC) Revision	Removing the education modules completion requirement, adding *successful completion of an accredited residency in a surgical or procedural specialty* to the Qualifications and redesignating the delineation form *Active Community*. Currently privileged Family Medicine physicians will be grandfathered in/

Interdisciplinary Practice Committee

Initial Appointment:

APPLICANT	PRIVILEGES	DEPT	COLLABORATING/SUPERVISING PHYSICIAN(S)
Mosley, Jaqueline, NP	Palliative Care	Medicine	Kyle Youngflesh, MD
Parker, Lindsay, PA-C	Cardiothoracic Vascular Surgery	Surgery	Vincent DeFilippi, MD; Andreas Sakopoulos, MD Jamil Matthews, MD
Sanchez, Lauren, PA-C	Emergency Medicine	Emergency Medicine	Cristina Martinez, MD Kimberly Moulton, MD

Reappointment:

APPLICANT	PRIVILEGES	DEPT	COLLABORATING/SUPERVISING PHYSICIAN(S)
De la Cruz, Cindy, FNP	Nurse Practitioner Gastroenterology	Medicine	Jeffrey Fiorenza, MD; Richard Hell, MD; Michael Le, MD; Daniel Luba, MD; Anthony Razzak, MD

Staff Status Modifications:

APPLICANT	SPECIALTY	STATUS CHANGE
Reese, Sarah, PA-C	Surgery	Resignation effective 5/22/2026
Romans, Helena, NP	Surgical	Leave of Absence effective 04/**06**/2026 Correction: April 2026 report reflected 04/**60**/26

Policies/Procedures/Plans: 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 April 2026
c. Medical Staff Statistics Year to Date
d. Financial Update March 2026
e. Executive Updates
f. HCAHPS Update May 5, 2026

Salinas Valley Health Medical Center

Clinical Privileges Delineation
Gastroenterology

Applicant Name: _____

Qualifications:

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

- Current certification or active participation in the examination process leading to certification in gastroenterology by the American Board of Internal Medicine or the American Osteopathic Board of Internal Medicine with Special Qualifications in Gastroenterology.

OR

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

AND

- Documentation of inpatient or consultative services for ~~at least~~ 24 patients within ~~during~~ the past 12 months or demonstrate successful participation in a hospital-affiliated formalized residency or special clinical fellowship and the following minimal endoscopic experience:

1.	Diagnostic EGD	100 procedures
2.	Total colonoscopy	100 procedures
3.	Snare polypectomy	20 procedures
4.	Nonvariceal hemostasis (upper and lower); includes 10 active bleeders	20 procedures
5.	Flexible sigmoidoscopy	25 procedures
6.	PEG	10 procedures
7.	Tumor ablation	20 procedures
8	Pneumatic dilation for achalasia	5 procedures
9.	Esophageal stent placement	5 procedures

New applicants will be required to provide documentation of the number and types of hospital cases within ~~during~~ the past 24 months. Applicants have the burden of producing information deemed adequate by the hospital for a proper evaluation of current competence, and other qualifications and for resolving any doubts.

General 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.

Gastroenterology core privileges:

Admit, evaluate, diagnose, treat and provide consultation to patients 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 including the use of diagnostic and therapeutic procedures using endoscopes to see internal organs. 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.

Gastroenterology Core Privileges require privileges for moderate sedation (see Special Privileges Procedures).

General internal medicine core privileges

☐ **Requested**

Admit, evaluate, diagnose, treat and provide consultation to patients with common and complex illnesses, afflictions, diseases, and functional disorders of the circulatory, respiratory, digestive, endocrine, metabolic, musculoskeletal, hematopoietic, and eliminative systems of the human body. 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.

Core Proctoring Requirements:

Core proctoring requirements include direct observation or concurrent and/or retrospective review as per proctoring policy contained in the Medical Staff General Rules and Regulations.

Reappointment Criteria for Core Privileges:

- Applicant must provide reasonable evidence of current ability to perform requested privileges; those physicians who have fewer than five (5) patient contacts per year in the hospital, and cannot provide documentation of current competence from another facility, will not qualify for reappointment.
- 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.

Special Procedures/Privileges

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

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

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

(R)=Requested **(A)**=Recommended as Requested **(C)**=Recommended w/Conditions **(N)**=Not Recommended
Note: If recommendations for clinical privileges include a condition, modification or are not recommended, the specific condition and reason for same must be stated on the last page of this form.

Applicant: Check box marked "R" to request privileges

R	A	C	N	Procedure	Initial Appointment	Proctoring	Reappointment
				Moderate Sedation	**Current ACLS Certification AND** Signed attestation of reading SVMH Sedation Protocol and learning module, **AND** Completion of written moderate sedation exam with minimum of 75% correct.	**1**	**Current ACLS Certification AND** Completion of written moderate sedation exam with minimum 75% correct **AND** Performance of ~~at least~~ two (2) Cases within the past 24 months
				ERCP Therapeutic and Diagnostic	Current California State X-Ray S&O Fluoroscopy Certification **AND** Successful completion of an ACGME- or AOA-accredited program in gastroenterology that included training in ERCP of a minimum of 200 procedures (including 40 sphincterotomies and 10 stent placements). ***Required current experience:*** Demonstrated current competence and evidence of the performance of at least 50 therapeutic ERCP procedures (20 sphincterotomies and five (5) stent placements) within the past 12 months, or completion of training within the past 12 months	**1**	Ten (10) of each therapeutic and diagnostic procedures during within the past 24 months

Applicant: Check box marked "R" to request privileges

R	A	C	N	Procedure	Initial Appointment	Proctoring	Reappointment
				~~Assist at Surgery~~	~~Documentation of three (3) successful cases~~	~~**1 by operating surgeon**~~	~~Performance of three (3) cases within the past 24 months~~
				Use of Fluoroscopy	Current California State X-Ray S&O Fluoroscopy Certification	**None**	Current California State X-Ray S&O Fluoroscopy Certification
				Endoscopic Ultrasound (EUS) (includes esophagus, stomach, rectum, pancreaticobiliary and nonpancreatic)	Documentation of advanced endoscopy fellowship training with a minimum of 350 EUS during fellowship **AND** Documentation of 150 EU cases performed within the past 24 months.	**1**	Performance of 150 cases within the past 24~~-~~months
				~~Consultation at the Regional Wound Care Center~~	~~Current Gastroenterology privileges at SVMH~~	~~**None**~~	~~Maintenance of current Gastroenterology privileges at SVMH~~

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

Gastroenterology

- Interpretation of percutaneous cholangiography
- Interpretation of percutaneous endoscopic gastrostomy
- Interpretation of gastric, pancreatic, and biliary secretory tests
- Diagnostic EGD
- Total colonoscopy
- Snare polypectomy
- Nonvariceal hemostasis
- Flexible sigmoidoscopy
- Esophageal stent placement
- Pancreatic tube stent placement
- Biliary tube/stent placement
- Therapeutic EGD
- Esophagogastroduodenoscopy
- Esophageal dilation
- Proctoscopy
- Flexible sigmoidoscopy
- Colonoscopy with polypectomy
- Percutaneous endoscopic gastrostomy
- Biopsy of the mucosa of esophagus, stomach, small bowel and colon
- Nonvariceal hemostasis (upper and lower)
- Liver biopsy
- Sengstaken/Minnesota tube intubation
- Thoracentesis
- Paracentesis

Internal Medicine: 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

- Arthrocentesis
- Arterial Line Placement - Percutaneous
- Biopsy of superficial lymph nodes
- Breast cyst aspiration
- Burns, superficial and partial thickness
- Central Venous Line Placement
- Excision of skin and subcutaneous lesions
- Excision of cutaneous and subcutaneous tumors and nodules
- I & D abscess
- Local anesthetic techniques
- Nasogastric tube placement
- Perform simple skin biopsy or excision
- Placement of anterior and posterior nasal hemostatic packing
- Preliminary interpretation of electrocardiograms, own patient
- Remove non-penetrating corneal foreign body, nasal foreign body
- Thoracentesis

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

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

_____ _____

_____ _____

_____ _____

_____
Signature:

_____
Date

Acknowledgment of practitioner

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

(a) In exercising any clinical privileges granted, I am constrained by hospital and medical staff Bylaws, Rules and Regulations, and policies applicable generally and any applicable to the particular situation,

(b) Any restriction on the clinical privileges granted to me is waived in an emergency situation and in such a situation my actions are governed by the applicable section of the medical staff bylaws or related documents.

Applicant Signature Date

*****Department Chair's Recommendation*****

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

☐ Recommend all requested privileges
☐ Recommend all requested privileges with the following conditions/modifications:
☐ Do not recommend the following requested privileges:

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

Department Chair Signature Date

Salinas Valley Health Medical Center

Clinical Privileges Delineation
Infectious Disease

Applicant Name: _____

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

- Successful completion of an ACGME- or AOA-accredited post-graduate training program in internal medicine and successful completion of a training program in infectious disease.

AND

- Documentation of the provision of inpatient or consultative services for at least 24 infectious disease patients or documented participation in a hospital-affiliated formalized residency or special clinical fellowship in infectious disease during the past 12 months.

New applicants will be required to provide documentation of the number and types of hospital cases during the past 24 months. Applicants have the burden of producing information deemed adequate by the hospital for a proper evaluation of current competence, and other qualifications and for resolving any doubts.

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

Infectious Ddisease core privileges:
Admit, evaluate, diagnose, treat, and provide consultation to patients, with infectious or immunologic diseases of all types and in all organs. Privileges include, but are not limited to: management of an unusually severe infection such as tuberculosis, meningitis, disseminated tuberculosis, system mycosis, and unusual infections in the immune-compromised host, aspiration of superficial abscess; interpretation of Gram stain; and management of investigational anti-infective agents.

General Internal Medicine core Privileges:

☐ **Check if Requesting**

Admit, evaluate, diagnose, treat and provide consultation to patients with common and complex illnesses, afflictions, diseases, and functional disorders of the circulatory, respiratory, digestive, endocrine, metabolic, musculoskeletal, hematopoietic, and eliminative systems of the human body. 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.

Remote Infectious Disease Privileges:

☐ **Check if Requesting**

Includes Infectious Disease privileges above under current contractual agreement with Salinas Valley Health to provide remote services.

Core Proctoring Requirements:

Core proctoring requirements include direct observation or concurrent and/or retrospective review as per proctoring policy contained in the Medical Staff General Rules and Regulations.

Reappointment Criteria for Core Privileges:

Applicant must provide reasonable evidence of current ability to perform requested privileges; those physicians who have fewer than 5 patient contacts per year in the hospital, and cannot provide documentation of current competence from another facility, will not qualify to reapply.

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
				Ventilator Management Uncomplicated <48 hours	For uncomplicated ventilator cases (up to 48 hours), successful completion of an accredited residency that provided the necessary cognitive and technical skills for full ventilator management.	**1**	Successful management of five (5) mechanical ventilation cases within the past 24 months.
				Salinas Valley Health Wound Healing Center (WHC)	Applicants must meet initial appointment criteria for Infectious Disease Privileges **AND** Be approved by the Medical Director of the WHC	N/A	Applicants must meet **or** reappointment criteria for Infectious Disease privileges. **AND** Be approved by the Medical Director of the WHC

Internal Medicine: 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, VP of Medical Affairs and/or the Chief of Staff

- Arthrocentesis
- Arterial Line Placement - Percutaneous
- Biopsy of superficial lymph nodes
- Burns, superficial and partial thickness
- Central Venous Line Placement
- Excision of skin and subcutaneous lesions
- Excision of cutaneous and subcutaneous tumors and nodules
- I & D abscess
- Local anesthetic techniques
- Lumbar Puncture
- Nasogastric tube placement
- Paracentesis
- Perform simple skin biopsy or excision
- Preliminary interpretation of electrocardiograms, own patient
- Remove non-penetrating corneal foreign body, nasal foreign body
- Thoracentesis
- Thrombolytic therapy for stroke

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

_____ _____

_____ _____

_____ _____

Applicant Signature: Date:

Acknowledgment of practitioner

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

(a) In exercising any clinical privileges granted, I am constrained by hospital and medical staff Bylaws, Rules and Regulations, and policies applicable generally and any applicable to the particular situation,

(b) Any restriction on the clinical privileges granted to me is waived in an emergency situation and in such a situation my actions are governed by the applicable section of the medical staff bylaws or related documents.

Applicant Signature _____ Date _____

*****Department Chair's Recommendation*****

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

☐ Recommend all requested privileges
☐ Recommend all requested privileges with the following conditions/modifications:
☐ Do not recommend the following requested privileges:

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

Medical Director of the Wound Healing Center _____ Date _____

Department Chair Signature _____ Date _____

Salinas Valley Health Medical Center

Salinas Valley Health Wound Healing Clinic (WHC)

~~Medical Staff Clinical Privileges Delineation~~
Active Community Delineation of Privileges

Applicant Name: _____

Qualifications:

- MD, DO or DPM degree with current and clear license to practice in the State of California
- ~~Successful completion of an accredited residency training program with ABMS, ABOMS or ABPM~~ Successful completion of an accredited ACGME-or AOA-accredited post-graduate training program
- Successful completion of an accredited residency in a surgical or procedural specialty
- ~~Documented successful completion of the Wound Care educational modules within six (6) months of Provisional appointment. (see attachment)~~
- New applicants will be required to provide documentation of 50 ambulatory care, acute care or office cases during the past 24 months involving the treatment of patients with musculoskeletal and/or skin problems. Applicants have the burden of producing information deemed adequate by the hospital for a proper evaluation of current competence~~,~~ as well as~~and~~ other qualifications ~~and for resolving any doubts~~.

Wound Healing Center Core Privileges

☐ **Requested**

Assess, evaluate, diagnose and treat patients who present to WHC. Privileges do not include care of patients on an in-patient basis ~~at SVH~~. The core privileges include consultations, debridement at five levels: partial thickness; full thickness; subcutaneous tissue; subcutaneous tissue & muscle and subcutaneous tissue, muscle & bone; incision & drainage, biopsies and application of artificial skin equivalents and such other procedures that are extensions of the same techniques and skills.

General Privilege Statement

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

Core Proctoring Requirements:

Proctoring requirements will include: Observing no less than one four-hour clinic with a wound care physician who has no less than one year of experience providing services at the Salinas Valley Health Wound Healing Clinic; and chart review of a minimum of five (5) patient care records.

Reappointment Criteria for Core Privileges:
Documentation of a minimum of 10 patient contacts per year at WHC.

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.

~~**Attachment**~~

~~**Education Requirements for Core Privileges:**~~

- ~~Applicants for initial appointment must complete a minimum of four (4) Modules of their choosing from The Wound Institute during the first six (6) months of their Provision appointment.~~
- ~~Documentation of completion must be submitted to the Medical Staff Services Department or privileges will be automatically suspended.~~
- ~~You may access the modules using the following link:~~

~~**http://www.woundcme.org/courses/woundcme/online?ther%5B%5D=Wound+Care&acc%5B%5D=CME**~~

Acknowledgment of practitioner

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

(a) In exercising any clinical privileges granted, I am constrained by hospital and medical staff Bylaws, Rules and Regulations, and policies applicable generally and any applicable to the particular situation,

(b) Any restriction on the clinical privileges granted to me is waived in an emergency situation and in such a situation my actions are governed by the applicable section of the medical staff bylaws or related documents.

Applicant Signature Date

*****Department Chair's Recommendation*****

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

☐ Recommend all requested privileges
☐ Recommend all requested privileges with the following conditions/modifications:
☐ Do not recommend the following requested privileges:

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

Medical Director of the Wound Healing Center Date

Department Chair Signature Date

Status Pending PolicyStat ID 18643644

Origination 3/30/2020
Approved N/A
Expires 1 year after approval

Owner Glenda Alinio: Clinical Manager
Area Patient Care

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 patients 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 rational for the type of restraint used.
            a. The patient's immediate situation

b. The patients 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 hospitals 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 according 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

Board Paper

Agenda Item: **Request Board Approval of Policy Regarding Disruption to Telephonic or Internet Service During Board of Directors Meetings**

Executive Sponsor: Matthew W. Ottone, Esq., District Legal Counsel
Hanna Hitchcock, Esq.

Date: May 28, 2026

Executive Summary

SVMHS is a California local health care district governed by an elected Board of Directors and subject to the open meeting requirements of the Ralph M. Brown Act, Government Code §54950 et seq (the "Brown Act"). On October 3, 2025, Senate Bill 707 (SB 707) was signed into law by Governor Newsom and ushers in significant changes to the Brown Act, with primary focus on the use of technology to improve public access. One such modernizing change is the requirement that certain public entities, designated in the law as "eligible legislative bodies" (which includes SVMHS, as explained below), must provide an opportunity for members of the public to participate in meetings via two-way telephonic service or audiovisual platform, which SVMHS already complies with by providing public access to meetings through Webex. The revamped Brown Act also requires eligible legislative bodies to pass a policy addressing disruption to the telephonic or internet services that may prevent the public from accessing a meeting.

On or before July 1, 2026, an eligible legislative body must approve a policy regarding the disruption of telephonic or internet service occurring during meetings. Government Code §54953.4(b)(1)(A)(i)(I)(ib). Eligible legislative bodies include, among many other types of entities, the board of directors of the special district with an internet website and over 1,000 full-time equivalent employees. The SVMHS Board of Directors qualifies as an eligible legislative body under this statutory definition. Therefore, the SVMHS Board must pass such a policy to address what steps the Board should take in the event that internet service fails during a Board or Committee meeting and the public can no longer access the meeting via Webex.

The applicable law requires the Board of Directors or Committee to take the following actions in the event that internet services are disrupted:

1. The Board shall recess the open session of the meeting for at least one (1) hour, and during that time, make a good faith attempt to restore the service. The Board may use this time to meet in Closed Session and conduct closed session business.

2. The Board shall not reconvene open session until at least one (1) hour following the disruption, or until the telephonic or internet service is restored, whichever is earlier.

3. If telephonic or internet service has not been restored after one (1) hour, then the Board shall adopt a finding by rollcall vote that (a) good faith efforts were made to restore the service, and (b) that the public interest in continuing the meeting outweighs the public interest in remote public access.

The recommended policy implements the above-listed statutory requirements.

The recommended policy also sets forth specific circumstances in which this policy shall not apply because the related law requiring a two-way telephonic service or audiovisual platform is not applicable in the same circumstances. Such circumstances include: when the Board meetings to attend a judicial or administrative proceeding in which the local agency is a party, to inspect real or personal property, to meet in an emergency situation, and others. Again, these exceptions to the rule also strictly follow the statutory law. Government Code §54953.4(b)(1)(A)(i)(II).

Timeline

May 2026 – Policy provided to Board for approval.
July 2026 – The policy must be in effect by July 1, 2026 to comply with the provisions of the Brown Act.

Meeting our Mission, Vision, Goals

It is a stated goal of the SVMHS Board of Directors to encourage access and participation in the public process. The Board strives to hear from diverse voices in the community so that the Board may better serve all members of the communities served by the District. Expanding access to Board and Committee meetings through Webex was a major step forward in promoting accessibility and transparency in the public process. Adopting this policy, which addresses situations in which the public may unintentionally be barred from participation and how the Board aims to prevent such unintentional exclusion, is a further step towards informing the public, promoting public participation, and furthering the goals of the District in serving its communities.

Pillar/Goal Alignment:

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

Recommendation

District Legal Counsel respectfully requests Board approval of Resolution No. 2026-03, creating a policy regarding disruption to telephonic or internet services during meetings of the Board of Directors.

Attachments

Resolution No. 2026-03 Approving the Policy Regarding Disruption to Telephonic or Internet Services During Meetings of the Board of Directors

RESOLUTION NO. 2026-03
OF THE BOARD OF DIRECTORS OF
SALINAS VALLEY MEMORIAL HEALTHCARE SYSTEM

APPROVING THE POLICY REGARDING DISRUPTION TO TELEPHONIC OR INTERNET SERVICES DURING MEETINGS OF THE BOARD OF DIRECTORS

WHEREAS, Salinas Valley Memorial Healthcare System ("SVMHS"), is a political subdivision of the State of California and a Local Health Care District organized and operating pursuant to Division 23 of the California Health and Safety Code, and is an eligible legislative body subject to the open meeting requirements of the Ralph M. Brown Act, Government Code Section 54950 et seq. (the "Brown Act");

WHEREAS, the Legislature of the State of California finds and declares in the Brown Act that public access is necessary for an informed populace;

WHEREAS, Section 54953.4(b)(1)(A)(i)(I)(ia) of the Government Code provides that all open and public meetings shall include an opportunity for members of the public to attend via a two-way telephonic service or a two-way audiovisual platform, and whereas SVMHS provides such opportunity for members of the public to attend all meetings of the Board and Committees through Webex video-conferencing;

WHEREAS, Section 54953.4(b)(1)(A)(i)(I)(ib) of the Government Code provides that on or before July 1, 2026, an eligible legislative body shall approve at a noticed public meeting in open session, not on the consent calendar, a policy regarding disruption of telephonic or internet service occurring during meetings;

WHEREAS, the Board of Directors of SVMHS is an eligible legislative body as a board of directors of a special district with an internet website and over 1,000 full-time equivalent employees pursuant to Section 54953.4(e)(2)(D); and

WHEREAS, the Board of Directors believe it is in the best interest of SVMHS and the residents of the District to approve a policy addressing procedures in the event of a disruption to telephonic or internet service occurring during meetings.

NOW THEREFORE THE BOARD OF DIRECTORS APPROVES THE POLICY AS FOLLOWS:

In the event that there is a disruption to telephonic or Internet services at an open, public meeting of the Board of Directors and any standing committee thereof, such that the disruption prevents members of the public from hearing, observing, or addressing the legislative body during the meeting via the two-way telephonic service or two-way audiovisual platform, the Board of Directors or Committee (as the case may be) shall take the following actions:

1. Upon noticing the disruption to telephonic or internet service, the Board or Committee shall recess the open session of the meeting for at least one (1) hour and during that time, the staff shall make a good faith attempt to restore the service.

2. During the time that staff is attempting to restore the telephonic or internet service, the Board or Committee may meet in closed session and conduct their closed session business.

3. The Board or Committee shall not reconvene the open session of the meeting until at least one (1) hour following the disruption, or until telephonic or internet service is restored, whichever is earlier.

4. Upon reconvening the open session, if telephonic or internet service has not been restored after one (1) hour, the Board or Committee shall adopt a finding by rollcall vote that good faith efforts to restore the telephonic or Internet service have been made in accordance with this policy and that the public interest in continuing the meeting outweighs the public interest in remote public access.

This policy shall not apply to the following situations pursuant to Government Code §54953.4(b)(1)(A)(i)(II) because the following situations do not require the Board of Directors or Committee to provide an opportunity for members of the public to attend via a two-way telephonic service or a two-way audiovisual platform:

1. Attending a judicial or administrative proceeding to which the local agency is a party;
2. Inspecting real or personal property provided that the topic of the meeting is limited to items directly related to the real or personal property;
3. Meeting with elected or appointed officials of the United States or the State of California, solely to discuss a legislative or regulatory issue affecting the local agency and over which the federal or state officials have jurisdiction;
4. Meeting in or nearby a facility owned by the agency, provided that the topic of the meeting is limited to items directly related to the facility;
5. Meeting in an emergency situation pursuant to Government Code Section 54956.5.

This Resolution 2026-03 was adopted at a Regular Meeting of the Board of Directors of the District on May 28, 2026, by the following vote.

AYES:
NOES:
ABSTENTIONS:
ABSENT:

_____
Board Member
Salinas Valley Memorial Healthcare System

MEMORANDUM

To: SVMHS Board of Directors
From: Matthew W. Ottone, District Legal Counsel
Date: May 8, 2026
Re: Agenda Item 11- Resolution 2026-04

It is requested that the Board of Directors adopt Resolution No. 2026-04 to:

1. Make findings that Assessor Parcel Number 031-251-004 (located at Imjin Parkway and Third Avenue, Marina, California), a 5.56 acre parcel consisting of vacant land, is not necessary for the District's use; and

2. Declare the property as "surplus land" pursuant to the Surplus Land Act (Government Code §§ 54220-54234); and

3. Authorize the President/CEO to comply with all Surplus Land Act requirements, including issuing a Notice of Availability to eligible entities, negotiating with interested parties, as necessary, and returning to Board of Directors with recommendations for final disposition.

Background.

The District owns a 5.56 acre parcel consisting of vacant land and identified as Assessor's Parcel Number 031-251-004, located in Marina, California. Please see **Exhibit A** (Assessor's Parcel Map).

The property was originally part of the Fort Ord Military Reservation. The property was conveyed by the United States Government to the City of Marina Redevelopment Agency via the Fort Ord Reuse Authority in the mid-2000s for commercial and redevelopment purposes consistent with the Fort Ord Reuse Plan. In August 2008, the District submitted a response to a Request for Proposals for purposes of purchasing the parcel with the plan to utilize it for construction of a medical office building complex housing physician offices and ancillary services. The City of Marina Redevelopment Agency awarded the District the opportunity to purchase the property, and the property was conveyed by the City of Marina on September 30, 2010 via a Quitclaim Deed (see **Exhibit B**) and subject to a Disposition and Development Agreement with certain restrictions and approval rights retained by the City of Marina.

The property is currently vacant and is not being used for any governmental or healthcare related purpose. It should be noted that at the time of acquisition, there were limited healthcare facilities serving the City of Marina and the former Fort Ord. A portion of the City of Marina (North of Reservation Road) is included within the District boundaries. It was the intent of the District administration at the time to develop the location for purposes of building a medical office building complex to provide physician and ancillary services at that location. Since that

time, significant development has occurred in the former Fort Ord, including the location of the Montage Wellness Center and Urgent Care facility immediately across Imjin Parkway, a Veterans Administration Clinic and the anticipated construction of Kaiser Permanente medical offices in the near vicinity. It is the opinion of the District administration that the area now has an adequate healthcare infrastructure and that the District's resources should be more appropriately focused on providing services within the Salinas Valley area. Therefore, District administration believes that the property is not necessary for current or future District use and recommends that the property be declared "surplus".

Surplus Land Act Requirements.

The California Surplus Land Act (Government Code §§ 54220-54234) establishes specific requirements for local agencies disposing of surplus land. SVMHS, as a public health care district, qualifies as a "local agency" for purposes of this legislation.

The Act requires:

1. Legislative Body Declaration: The Board of Directors must formally declare property as "surplus land" at a regular public meeting before any disposition actions can begin.

2. Notice of Availability: The District must send notice to designated entities, including to the California Department of Housing and Community Development (HCD), local public entities and housing authorities, housing sponsors registered with the State Housing and Community Development agency ("HCD"), parks and recreation districts, and school districts with jurisdiction in the area. The Draft Notice of Availability is attached as **Exhibit C.**

3. 60-Day Response Period: Eligible entities have sixty (60) days from receipt of notice to express written interest in acquiring or leasing the property.

4. 90-Day Negotiation Period: If entities express interest, the District must negotiate in good faith for at least ninety (90) days.

5. Priority for Affordable Housing: State law requires the District to give priority to proposals that include at least twenty-five percent (25%) affordable housing for very low- or low-income households. If multiple proposals meet this threshold, priority goes to:

- First, the proposal with the greatest number of affordable units;
- Second, the proposal with the deepest average affordability level.

6. HCD Review: The District must submit a disposition summary to HCD at least thirty (30) days before final disposition. HCD has thirty (30) days to review for compliance.

7. Restrictive Covenant: If no agreement is reached through the Surplus Land Act process, the District must record a covenant requiring that if ten (10) or more residential units are built, at least fifteen percent (15%) must be affordable housing.

The Surplus Land Act does not require the District to accept offers below fair market value. The declaration of surplus land does not commit the District to any specific disposition—the Board of Directors retains full discretion over final approval of any sale or lease.

Property Restrictions and Encumbrances.

The property is subject to certain environmental restrictions and covenants from its former use as part of the Fort Ord Military Reservation, including, but not limited to certain groundwater restrictions, environmental access rights, right to enter for potential ordnance removal, potential presence of hazardous substances, and other encumbrances (e.g. reserved mineral rights, utility easements, etc.) as described in the attached Quitclaim Deed (**Exhibit B**), as well as a right of approval by the City of Marina.

RECOMMENDATION

Administration recommends the Board of Directors make the following findings:

1. Not in Current Use: The property consists of vacant land and is not utilized for any District operations, services, or facilities.

2. Not Necessary for District Use: The District has no current or planned future healthcare-related use for the property.

3. Suitable for Development: The property is zoned Commercial – Visitor Serving, is in the vicinity of areas to be developed as residential, and could accommodate residential development with an appropriate change to its land use designation.

4. Serves Public Interest: Declaring the property surplus will free up currently underutilized, District-owned land for other uses that will be beneficial to the Marina community; potentially generate revenue for the District for purposes of development of other healthcare-related facilities within the District's primary services area (the Salinas Valley); and fulfill State policy priorities for affordable housing development on public land.

Next Steps After Surplus Declaration.

Following Board of Directors' approval, Administration will implement the following Surplus Land Act compliance process:

Step 1: Notice of Availability. Administration has prepared a Notice of Availability (attached as Exhibit C) and will send it by certified mail or email to all eligible entities, including detailed property information, legal description, any restrictions, and instructions for submitting expressions of interest. Eligible entities will have sixty (60) days to respond.

Step 2: Review Responses and Negotiation. After the sixty (60) day response period, administration will review all expressions of interest and apply State mandated prioritization

(proposals with twenty five percent (25%)-plus affordable housing) accordingly. If interest is received, administration will enter good faith negotiations for at least ninety (90) days to address purchase price, affordable housing requirements, development timeline, and compliance with any deed restrictions.

Step 3: HCD Review. Administration will submit a disposition summary documenting full compliance with the Surplus Land Act to HCD at least thirty (30) days before final disposition. HCD has thirty (30) days to review and issue approval or request additional information.

Step 4: City of Marina Review. Administration will submit a disposition summary to the City of Marina for review and approval pursuant to the aforementioned restriction on the property from the Disposition and Development Agreement. The City of Marina will review and provide the District with approval or denial of the proposed conveyance to the intended party.

Step 5: Return to Board of Directors. Administration will return to Board of Directors with a comprehensive report including summary of responses received, results of negotiations, and recommendations for final disposition, including the buyer, price and terms. The Board of Directors will make the final decision on whether to approve any proposed disposition.

EXHIBIT "A"

TAX CODE AREA

COUNTY OF MONTEREY
ASSESSOR'S MAP
BOOK 031 PAGE 25-1

02-1

20-1

251

HAYES CIRCLE

(75) E2c.1 10.62 Ac.±

(74) PAR. D 5.74 AC.

(77) PAR. A 6.32 Ac±

(72) PAR. B 2.66 AC.

(76) 55Ac±

(73) PAR. C 1.20 AC.

(5) 5 1.33 AC.

2nd. STREET

PAR. 1 4.81 AC. (1)

27s80

(18) ELY. PAR. 1 20.16 AC.± 28s59

(17) 6.144 AC.

(2) PAR. 2 2.35 AC.

12th. STREET

(53) PAR. 2.66 AC.

(39) PAR 3 1.15 AC

(37) PAR 1 1.86 AC

(40) PAR 4 1.07 AC

PAR 2 1.26 AC (38)

(9) PAR. 1 3.99 AC.

(4) PAR. 4 5.56 AC.

3rd. AVENUE

(3) PAR. 3 6.64 AC.

PAR. 1 (Overall) 7.14 AC. (52)

Lot 25 (70) 3.879 AC. ±

Lot 24 (69) 4.394 AC ±

4th. St.Row

IMJIN PARKWAY

22p77

22p106

LOT 1A 58,300 s.f.± (54)

LOT 1B 87,400 s.f.± (55)

(57) LOT 3 155,635 s.f.±

(56) LOT 2 108,570 s.f.±

(10)

(11) 1.04 2

PAR. 1 5.052 AC.

See 25-3 24 c&t 40

See 25-9 24 c&t 73

(14) ASSR'S SUB. B3 27.23 AC.

(66) PAR. 1 10.8 AC.

See 25-8 24 c&t 73

(47) 7 89,433±s.f.

(20) SUB. C 1.45 AC.±

(46) 6 107,723±s.f.

(49) 9 5,074±s.f.

(48) 8 4,280±s.f.

See 25-6 24 c&t 46

See 25-2 24 c&t 40

See 25-4 24 c&t 40

See 25-4 24 c&t 40

See 25-5 24 c&t 46

5,680 SQ FT

(62)

PAR. 1

PAR. 2

1.43 AC.± 20s56

(63)

(31) SUB. D 3.26 AC.±

STATE HIGHWAY 1

22-1

20-1

2nd. AVENUE

4th. AVENUE

10th Street

N

SCALE: 1 IN.=400 FT.

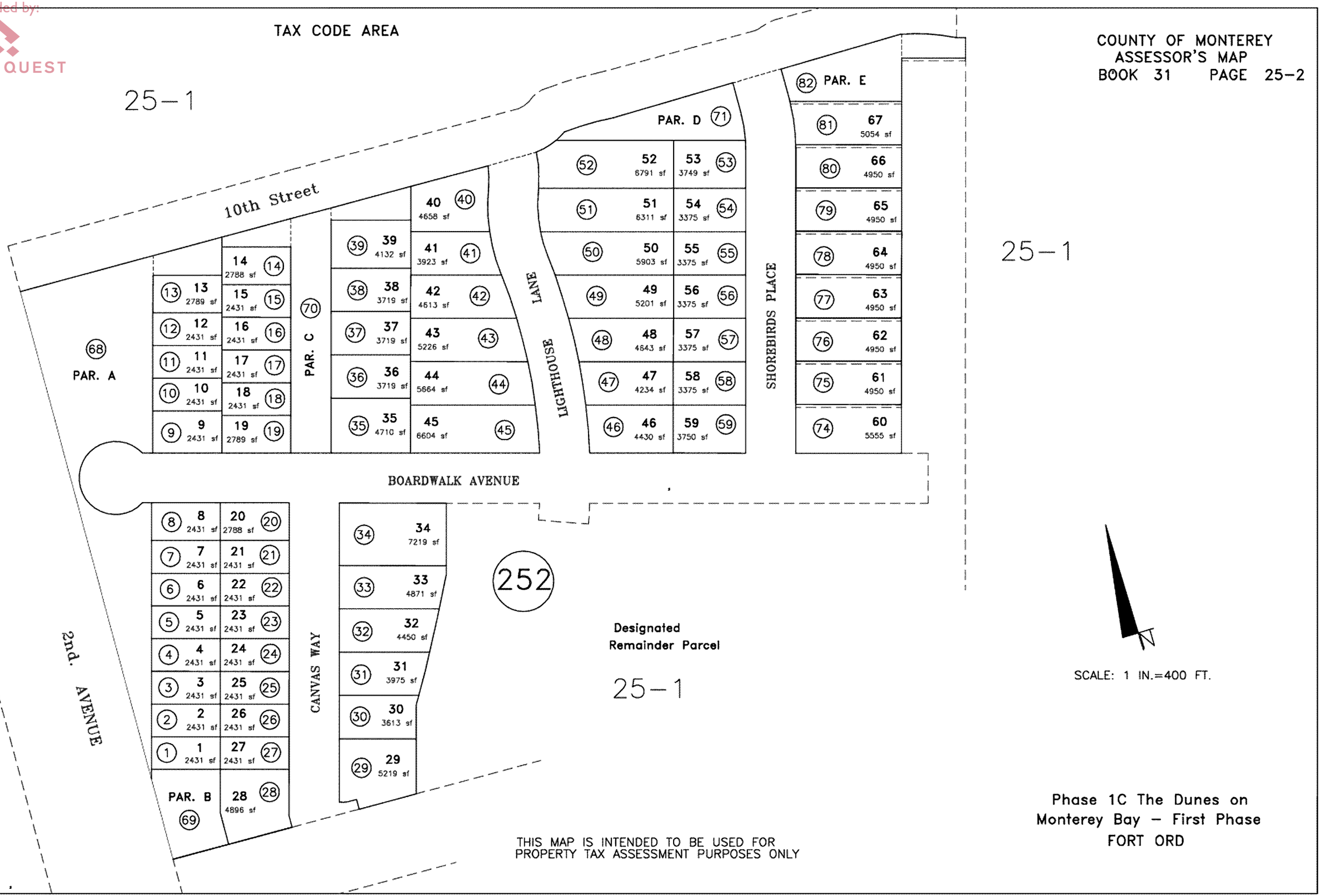
THIS MAP IS INTENDED TO BE USED FOR
PROPERTY TAX ASSESSMENT PURPOSES ONLY

UNIVERSITY VILLAGES (Por.)
IMJIN OFFICE PARK
FORT ORD

TAX CODE AREA

25-1

COUNTY OF MONTEREY
ASSESSOR'S MAP
BOOK 31 PAGE 25-2



Designated
Remainder Parcel

25-1

25-1

SCALE: 1 IN.=400 FT.

THIS MAP IS INTENDED TO BE USED FOR
PROPERTY TAX ASSESSMENT PURPOSES ONLY

Phase 1C The Dunes on
Monterey Bay – First Phase
FORT ORD

TAX CODE AREA

20–1

COUNTY OF MONTEREY
ASSESSOR'S MAP
BOOK 31 PAGE 25–3

IMJIN PARKWAY

PAR. F (52)

(3) 70 2629 sf	(6) 73 2981 sf	76 2645 sf (9)	79 2981 sf (12)	(15) 82 2645 sf	85 2981 sf (18)
(2) 69 2431 sf	(5) 72 2431 sf	75 2431 sf (8)	78 2431 sf (11)	(14) 81 2431 sf	84 2431 sf (17)
(1) 68 3140 sf	(4) 71 2789 sf	74 3124 sf (7)	77 2789 sf (10)	(13) 80 3124 sf	83 2789 sf (16)

TELEGRAPH BOULEVARD

(22) 89 5743 sf	(21) 88 3375 sf	(20) 87 3375 sf	(19) 86 3782 sf	(43) 110 4320 sf	Future Sea Glass Future
(26) 93 5743 sf	92 3375 sf (25)	91 3375 sf (24)	90 3782 sf (23)	(44) 111 3600 sf	
97 5743 sf (30)	96 3375 sf (29)	95 3375 sf (28)	94 3782 sf (27)	(45) 112 3600 sf	Designated Remainder Parcel
101 5743 sf (34)	(33) 100 3375 sf	(32) 99 3375 sf	(31) 98 3769 sf	(46) 113 3600 sf	
105 4949 sf (38)	104 3375 sf (37)	103 3375 sf (36)	102 4088 sf (35)	(47) 114 3600 sf	
109 (51) 7386 sf±	108	107 3392 sf (40)	106 4024 sf (39)	(48) 115 3600 sf	
				(49) 116 6604 sf	
				(50) 117 6604 sf	

3rd. AVENUE

BUNGALOW DRIVE

253

Designated Remainder Parcel

25–1

25–1

TENTH STREET

THIS MAP IS INTENDED TO BE USED FOR
PROPERTY TAX ASSESSMENT PURPOSES ONLY

N

SCALE: 1 IN.=400 FT.

Phase 1C The Dunes on
Monterey Bay – First Phase
FORT ORD

TAX CODE AREA

COUNTY OF MONTEREY
ASSESSOR'S MAP
BOOK 031 PAGE 25-4

254

SCALE: 1 IN.=400 FT.

See Pg. 25-3

See 25-1

See Pg 25-2

See 25-1

3 rd AVE.

BUGALOW DRIVE

BOARDWALK AVE.

LIGHTHOUSE LANE

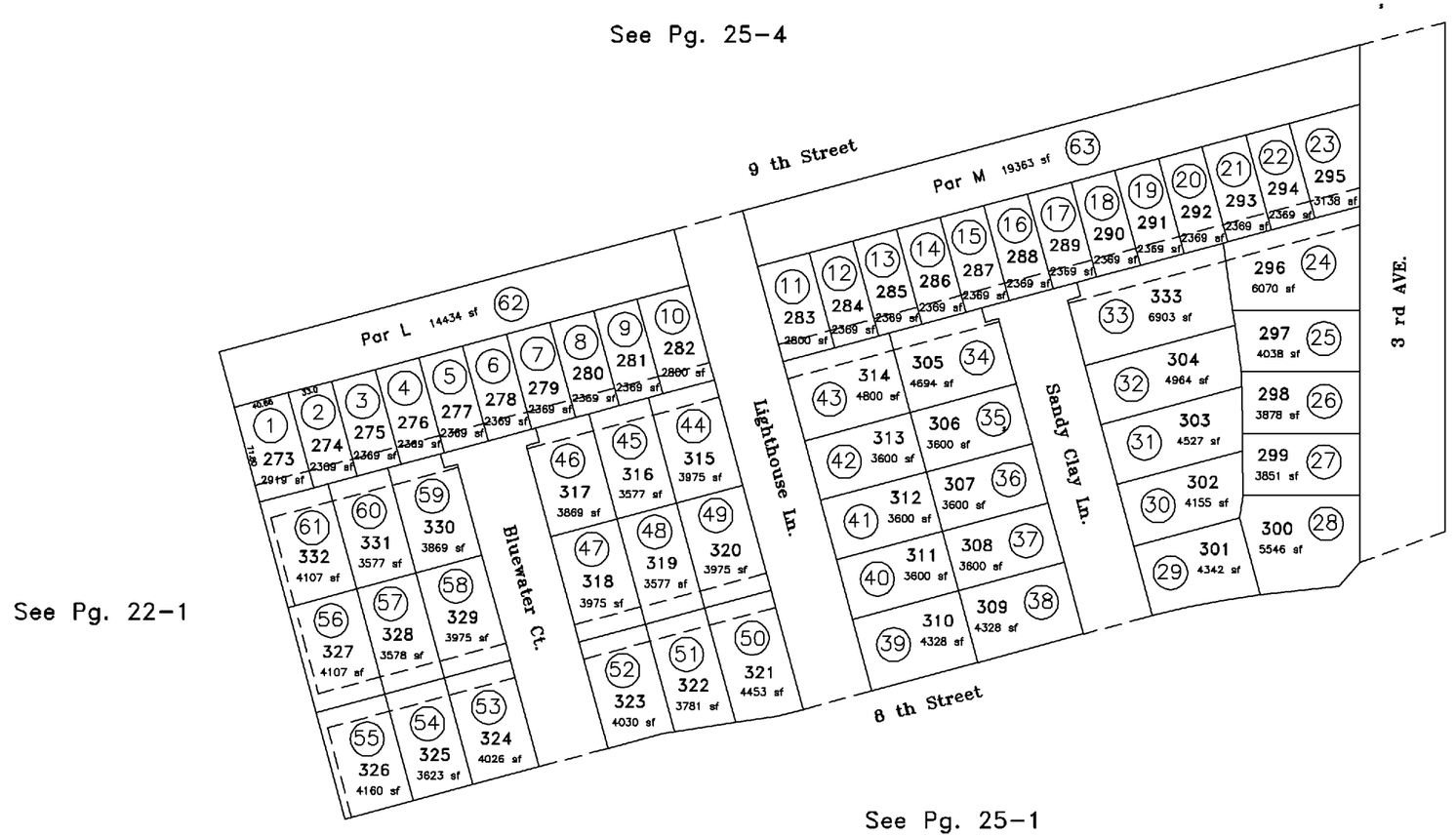
9 th Ave.

THIS MAP IS INTENDED TO BE USED FOR
PROPERTY TAX ASSESSMENT PURPOSES ONLY

Ph 1C, The Dunes on
Monterey Bay – Second phase
Tr. 1522 Rec. 11/13/2015
FORT ORD

TAX CODE AREA

COUNTY OF MONTEREY
ASSESSOR'S MAP
BOOK 031 PAGE 25-5



SCALE: 1 IN.=400 FT.

255

See Pg. 22-1
See Pg. 10-1
See Pg. 25-1

Ph 1C, The Dunes on
Monterey Bay - Second phase
Tr. 1522 Rec. 11/13/2015
FORT ORD

THIS MAP IS INTENDED TO BE USED FOR
PROPERTY TAX ASSESSMENT PURPOSES ONLY

COUNTY OF MONTEREY
ASSESSOR'S MAP
BOOK 031 PAGE 25-7

TAX CODE AREA

SCALE: 1 IN.=250 FT. ±

SKYVIEW DRIVE
KITETAIL LANE
4TH AVENUE
CALIFORNIA AVENUE
9TH STREET
SANDY GULCH DRIVE
CATWALK COURT
BUNGALOW COURT
8TH STREET

25-1
25-6
25-8
25-5
10-1

Parcel OS-2.1
Parcel OS-2.2
Parcel OS-2.3
Parcel OS-2.4
Parcel OS-2.5
Parcel OS-2.12
Parcel L2.1
Parcel L2.2
Parcel L2.3

257

Ph 2 E, The Dunes on
Monterey Bay, Sheet 10-13
Tr. 1550 Rec. 6/9/2021
FORT ORD

COUNTY OF MONTEREY
ASSESSOR'S MAP
BOOK 031 PAGE 25-8

25-6

25-9

25-1

25-6

25-6

25-7

10-1

TELEGRAPH BLVD

TELEGRAPH BLVD

TIDEPOOL LANE

WHARF TERRACE

SKYVIEW DRIVE

KITETAIL LANE

4TH AVENUE

CALIFORNIA AVENUE

9TH STREET

258

SCALE: 1 IN.=125 FT. ±

Ph 2 E, The Dunes on
Monterey Bay, Sheet 8-9
Tr. 1550 Rec. 6/9/2021
FORT ORD

PARCEL OS-2.7 - 031-259-085
PARCEL OS-2.8 - 031-259-086
PARCEL OS-2.9 - 031-259-087
PARCEL OS-2.10 - 031-259-088
PARCEL OS-2.11 - 031-259-089

PARCEL L2.5 - 031-259-091
PARCEL L2.6 - 031-259-092
PARCEL L2.7 - 031-259-093
PARCEL L2.8 - 031-259-094
PARCEL L2.9 - 031-259-095

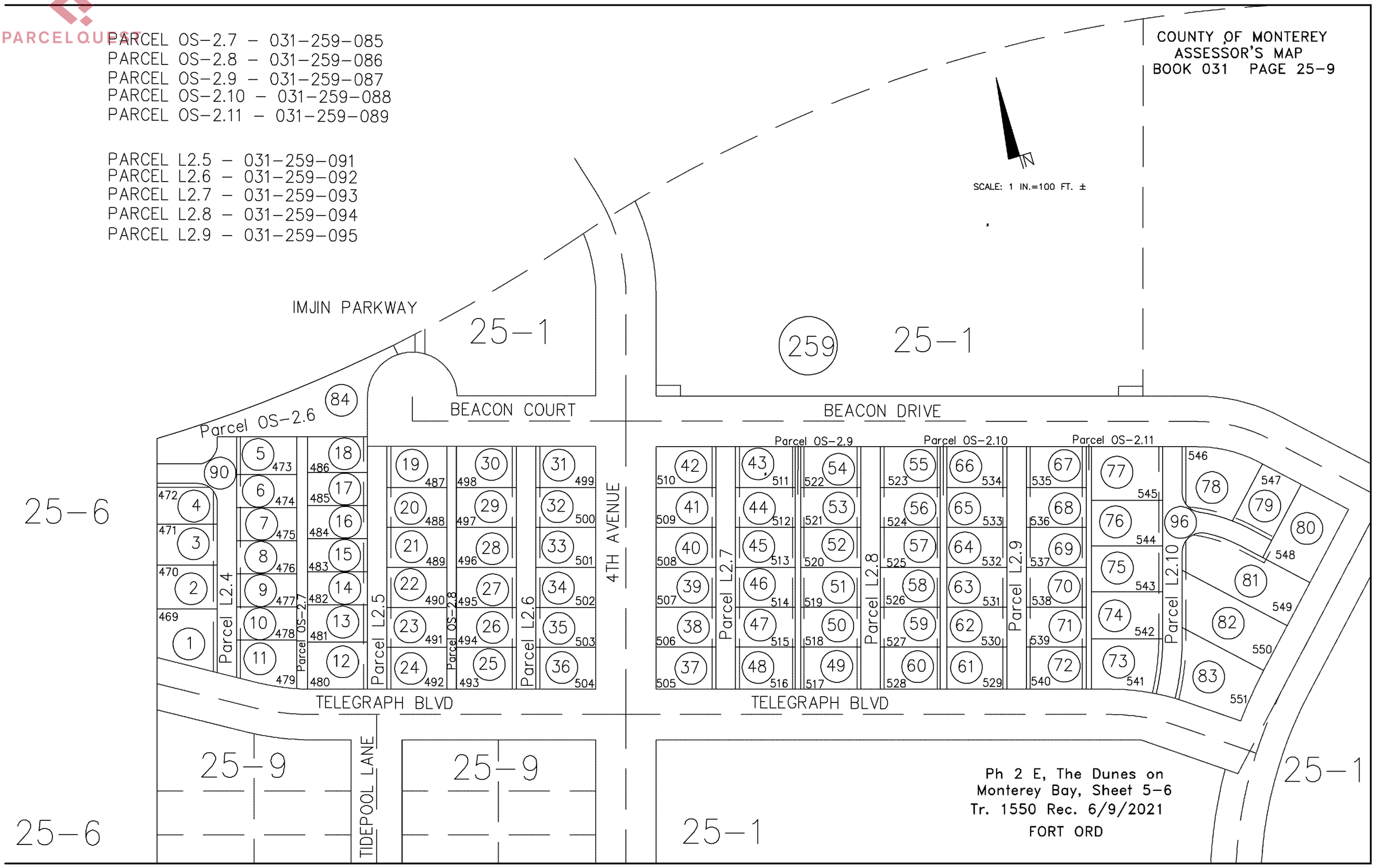


EXHIBIT "B"

RECORDING REQUESTED BY:
Chicago Title Company
Escrow No.: 10-**52505040**-KV
Locate No.: CACTI7727-7727-4525-0052505040
Title No.: 10-**52505040**-MM

AND WHEN RECORDED MAIL TO
Salinas Valley Memorial Healthcare System,
a public hospital district
450 E. Romie Lane
Salinas, CA 93901

WE HEREBY CERTIFY THAT THIS IS A FULL, TRUE AND CORRECT COPY OF THE ORIGINAL DOCUMENT AS THE SAME APPEARS IN THE OFFICE OF THE COUNTY RECORDER OF Monterey COUNTY, STATE OF CALIFORNIA, RECORDED ON 9/30/10
IN BOOK _____ OF OFFICIAL RECORDS
AT PAGE _____ SERIAL NO. 2010055336
CHICAGO TITLE
By _____

SPACE ABOVE THIS LINE FOR RECORDER'S USE

The undersigned grantor(s) declare(s)
Documentary transfer tax is $2,640.00
[XX] computed on full value of property conveyed, or
[ ] computed on full value less value of liens or encumbrances remaining at time of sale,
[ ] Unincorporated Area City of **Marina**,

Quitclaim Deed

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(Additional recording fee applies)

(recoverch)(05-08)

WHEN RECORDED RETURN TO:

Salinas Valley Memorial Healthcare Systems
450 E. Romie Lane
Salinas, CA 93901
Attn: Sam W. Downing

RECORDER STAMP

QUITCLAIM DEED FOR A PORTION OF THE FORMER FORT ORD

THIS QUITCLAIM DEED, is made and entered into on June 28, 2010, between the **REDEVELOPMENT AGENCY OF THE CITY OF MARINA** (hereinafter referred to as the "Grantor"), and **SALINAS VALLEY MEMORIAL HEALTH CARE SYSTEMS**, a public district hospital, (hereinafter referred to as the "Grantee"),

WITNESSETH THAT:

WHEREAS, the Untied States of America ("government") was the owner of certain real property, improvements and other rights appurtenant thereto together with all personal property thereon, located on the former Fort Ord, Monterey County, California, which was utilized as a military installation;

WHEREAS, the military installation at Fort Ord was closed pursuant to and in accordance with the Defense Base Closure and Realighment Act of 1990, as amended (Public Law 101-510; 10 U.S.C. Section 2687 note);

WHEREAS,the Government, acting by and through the Secretary of Education conveyed certain property and improvements to the Monterey Peninsula College by Quitclaim Deed on October 18, 2004, which was recorded as Document 2005-090734 in the Monterey County Recorder's Office, Monterey County, California on August 31, 2005 (the "Government Deed");

WHEREAS, Monterey Peninsula College conveyed certain property and improvements to the Grantor by Quitclaim Deed on 09/17/10, which was recorded as Document /2010052492 in the Monterey County Recorder's Office, Monterey County, California on 09/17/10;

WHEREAS, the California State Historic Preservation Officer determined on May 5, 1994, that no structures, monuments, or other property within the subject Property, as hereinafter defined, were identified as having any historical significance;

WHEREAS, former Fort Ord, California, has been identified as a National Priority List Site under the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA") of 1980, as amended, the Grantor has provided the Grantee with a copy of the Fort Ord Base Federal Facility Agreement ("FFA") and all amendments thereto entered into by United States Environmental Protection Agency ("EPA") Region IX, the State of California, and the Department of the Army that were effective on November 19, 1990;

WHEREAS, an Installation-Wide Multispecies Habitat Management Plan for former Fort Ord, California ("HMP") dated December, 1994 as revised and amended by the "Installation-Wide Multispecies Habitat Management Plan for Former Fort Ord, California" dated April 1997, has been developed to assure that disposal and reuse of former Fort Ord lands is in compliance with the Endangered Species Act ("ESA"), 16 U.S.C. 1531 et seq. Timely transfer of these lands and subsequent implementation of the HMP is critical to ensure effective protection and conservation of the former Fort Ord lands' wildlife, and plant species, and habitat values while allowing appropriate economic redevelopment of former Fort Ord and the subsequent economic recovery of the local communities;

WHEREAS, Section 334 of Public Law 104-201 allows, with the concurrence of the Governor of the State of California and the approval of the Administrator of the EPA, for deferral of the requirement of 42 USC 9620(h)(3)(A)(ii)(I) prior to completion of all the necessary environmental remediation actions required under the CERCLA, which concurrences have been received.

WHEREAS, by means of this Quitclaim deed, the Grantor is hereby conveying, subject to the exclusions, restrictions, stipulations, and covenants and burdens contained in the Government Deed, and such other restrictions contained in this Quitclaim Deed and that certain Disposition and Development Agreement by and between the Grantor and the Grantee dated 6/28/10, its interest in a portion of the land it received from Monterey Peninsula College to Grantee;

WITNESSETH

The **Grantor**, for and in consideration of the sum of one dollar ($1.00) plus other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, releases and quitclaims to the **Grantee**, its successors and assigns forever, all such interest, right, title, and claim as the **Grantor** has in and to a portion of the former Fort Ord, consisting of approximately 5.56 acres more particularly described in Exhibit "A," attached hereto and made a part hereof ("Property"), and including the following:

A. All buildings, facilities, roadways, and other improvements, including the storm drainage systems and the telephone system infrastructure, and any other improvements thereon,

B. All appurtenant easements and other rights appurtenant thereto, permits, licenses, and privileges not otherwise excluded herein, and

C. All hereditaments and tenements therein and reversions, remainders, issues, profits, privileges and other rights belonging or related thereto.

Grantee covenants for itself, its successors, and assigns and every successor in interest to the Property, or any part thereof, that **Grantee** and such successors and assigns shall comply with all provisions of the Implementation Agreement as if the **Grantee** were the referenced Jurisdiction under the Implementation Agreement and specifically agrees to comply with the Deed Restrictions and Covenants set forth in Exhibit F of the Implementation Agreement as if such Deed Restrictions and Covenants were separately recorded prior to the recordation of this Deed.

The Government Deed conveying the Property to the **Grantor** was recorded prior to the recordation of this Quitclaim Deed. In its transfer of the Property to FORA, the Government provided certain information regarding the environmental condition of the Property which is repeated in this Deed. In case of any conflict between this Quitclaim Deed and the Government Deed as to the applicability to a specific parcel, an inclusion in the Govenrment Deed shall prevail. The **Grantor** has no knowledge regarding the accuracy or adequacy of such information provided in the Government Deed.

The **Grantee** hereby acknowledges and assumes all responsibilities with regard to the Property placed upon the **Grantor** under the terms of the aforesaid Government Deed and **Grantor** grants to **Grantee** all benefits with regard to the Property under the terms of the aforesaid Government deed.

II. EXCLUSIONS AND RESERVATIONS

This conveyance is made subject to the following **EXCLUSIONS** and **RESERVATIONS:**

A. The Property is taken by the Grantee subject to any and all valid and existing recorded outstanding liens, licenses, leases, easements, and any other encumbrances made for the purpose of roads, streets, utility systems, rights-of-way, pipelines, and/or covenants, exceptions, interests, liens, reservations, and agreements of record, and any unrecorded leases, easements and any other encumbrances made for the purpose of roads, streets, utility systems, rights-of-way, pipelines, and/or covenants, exceptions, interests, reservations and agreements of record between Government and other government entities.

B. The Government reserved a perpetual unassignable right to enter the Property for the specific purpose of treating or removing any unexploded shells, mines, bombs, or other such devices deposited or caused by the Government.

C. Access by USA Media Group, LLC, or its successor in interest, to TV cable lines is reserved until expiration of its existing franchise agreement, November 19, 2005.

D. The reserved rights and easements set forth in this section are subject to the following terms and conditions:

(1) to comply with all applicable Federal law and lawful existing regulations;

(2) to allow the occupancy and use by the Grantee, its successors, assigns, permittees, or lessees of any part of the easement areas not actually occupied or required for the purpose of the full and safe utilization thereof by the Grantor ("the Government"), so long as such occupancy and use does not compromise the ability of the Government to use the easements for their intended purposes, as set forth herein;

(3) that the easements granted shall be for the specific use described and may not be construed to include the further right to authorize any other use within the easements unless approved in writing by the fee holder of the land subject to the easement;

(4) that any transfer of the easements by assignment, lease, operating agreement, or otherwise must include language that the transferee agrees to comply with and be bound by the terms and conditions of the original grant;

(5) that, unless otherwise provided, no interest granted shall give the Government any right to remove any material, earth, or stone for consideration or other purpose except as necessary in exercising its rights hereunder; and

(6) to restore any easement area so far as it is reasonably possible to do so upon abandonment or release of any easement as provided herein, unless this requirement is waived in writing by the then owner of the Property.

E. Government reserves mineral rights that Government owns with the right of surface entry in a manner that does not unreasonably interfere with Grantee's development and quiet enjoyment of the Property.

TO HAVE AND TO HOLD the Property unto the Grantee and its successors and assigns forever, provided that this Deed is made and accepted upon each of the following notices, covenants, restrictions, and conditions which shall be binding upon and enforceable against the Grantee, its successors and assigns, in perpetuity, as follows:

III. "AS IS, WHERE IS"

The Property is conveyed in an "As Is, Where Is" condition without any representation, warranty or guarantee, except as required pursuant to applicable law or as otherwise stated herein, by the Government as to quantity, quality, title, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose for which intended, and no claim for allowance or deduction upon such grounds will be considered. There is no obligation on the part of the Government to make any alterations, repairs, or additions, and said Government shall not be liable for any latent or patent defects in the Property. This section shall not affect the Government's responsibility under **CERCLA COVENANTS, NOTICE, AND ENVIRONMENTAL REMEDIATION** herein.

IV. FEDERAL FACILITIES AGREEMENT (FFA)

The Government and Grantor acknowledge that former Fort Ord has been identified as a National Priority List (NPL) Site under CERCLA. The Grantee acknowledges that the Government or the Grantor has provided it with a copy of the FFA entered into by the EPA Region IX, the State of California, and the United States Department of the Army, effective on February 1990, and will provide the Grantee with a copy of any amendments thereto. The Grantee agrees that should any conflict arise between the terms of the FFA as they presently exist or may be amended, and the provisions of this Property transfer including the DDA, the terms of the FFA will take precedence. The Grantee further agrees that notwithstanding any other provisions of the Property transfer, the Government and the Grantor assume no liability to the Grantee, should implementation of the FFA interfere with their use of the Property. The Grantee, or any subsequent transferee, shall have no claim on account of any such interference against the Government, Grantor or any officer, agent, employee or contractor of either the Government or Grantor. Government agrees to use its best efforts to ensure that any amendment to the FFA will not be inconsistent or incompatible with the Grantee's use of the property.

V. NOTICE OF HAZARDOUS SUBSTANCE STORAGE

The Government hereby notifies the Grantee of the former storage release, or disposal of hazardous substances on the Property. The items typically stored on the Property are listed in Table 4 of the Finding of Suitability for Transfer ("FOST") which is attached to the USA Deed as Exhibit "C". The information regarding this storage indicates that it was conducted in a manner that would not pose a threat to human health and the environment. This notice is given pursuant to CERCLA and no additional action is necessary under CERCLA to protect human health and the environment.

VI. CERCLA COVENANTS, NOTICE, AND ENVIRONMENTAL REMEDIATION

A. Pursuant to Section 120(h)(3) of CERCLA, as amended, 42 U.S.C. § 9601 et seq., the FOST, and an environmental baseline survey ("EBS") known as Community Environmental Response Facilitation Act report, which is referenced in the FOST, sets forth the environmental condition of the Property. The FOST sets forth the basis for the Government's determination that the Property is suitable for transfer. The Grantee is hereby made aware of the notifications contained in the EBS and the FOST. The Grantee has inspected the Property and accepts the physical condition and current level of known environmental hazards on the Property and deems the Property to be safe for the Grantee's intended use. The Government represents that the Property is environmentally suitable for transfer to Grantee for the purposes identified in the Final Fort Ord Base Reuse Plan dated December 12, 1994, as amended on June 13, 1997, as approved by the Fort Ord Reuse Authority. If, after conveyance of the Property to Grantee, there is an actual or threatened release of a hazardous substance on the Property, or in the event that a hazardous substance is discovered on the Property after the date of the conveyance, whether or not such substance was set forth in the technical environmental reports, including the EBS, Grantee or its successor or assigns shall be responsible for such release or newly discovered substance unless such release or such newly discovered substance was due to Government's activities, ownership, use, presence on, or occupation of the Property, or the activities of Government's contractors and/or agents. Grantee, its successors and assigns, as consideration for the conveyance, agrees to release Government and the Grantor from any liability or responsibility for any claims arising out of or in any way predicated on release of any hazardous substance on the Property occurring after the conveyance, where such hazardous substance was placed on the Property by the Grantee, or its agents or contractors, after the conveyance to the Grantee.

B. Pursuant to Section 120(h)(3) of CERCLA, the Government hereby notifies the Grantee, its successors and assigns, of the storage, release, and disposal of hazardous substances on the Property.

(1) The Government hereby covenants that prior to the date of this conveyance, all corrective, remedial and response actions necessary to protect human health and the environment have been taken with respect to the Property.

(2) The Government hereby covenants that all corrective, remedial and response actions necessary to protect human health and the environment with respect to any hazardous substances placed on the Property by the Government and remaining on the Property after the date of transfer shall be conducted by the Government.

C. The CERCLA warranty shall not apply in any case in which the person or entity to whom the Property is transferred is, a "potentially responsible party," as defined under CERCLA Section 107(a)(2)-(4) with respect to such hazardous substances.

D. Nothing in this Section is intended to, nor shall it be construed to, alter, amend, increase or diminish the parties' rights, liabilities, and duties as set forth more fully in Section 120(h) of CERCLA, 42 U.S.C. § 9620(h).

E. The Government, Grantor, EPA, and the DTSC, and their officers, agents, employees, contractors, and subcontractors will have the right, upon reasonable notice to the Grantee, to enter upon the Property in any case in which a response or corrective action is found to be necessary, after the date of transfer of the Property, or such access is necessary to carry out a response action or corrective action on adjoining property, at no cost to the Government or Grantor, including, without limitation, the following activities:

(1) to conduct investigations and surveys, including where necessary, drilling, soil and water sampling, test-pitting, and other activities related to the Fort Ord Installation Restoration Program (IRP), Ordnance and Explosives (OE) program, or FFA;

(2) to inspect field activities of the Army and its contractors and subcontractors with regards to implementing the Fort Ord IRP, OE program, or FFA;

(3) to conduct any test or survey related to the implementation of the IRP by the EPA or the DTSC relating to the implementation of the FFA or environmental conditions at Fort Ord or to verify any data submitted to the EPA or the DTSC by the Government relating to such conditions; and

(4) to construct, operate, maintain or undertake any other investigation, corrective measure, response, or remedial action as required or necessary under any Fort Ord FFA, Record of Decision (ROD), IRP or OE program requirement, including, but not limited to monitoring wells, pumping wells, and treatment facilities.

F. In exercising this access easement, except in case of imminent endangerment to human health or the environment, the Government or Grantor shall give the Grantee, or the then record owner, reasonable prior notice. Grantee agrees that, notwithstanding any other provisions of the Deed, the Government and the Grantor assume no liability to the Grantee, its successors or assigns, or any other person, should remediation of the Property interfere with the use of the Property. The Grantee shall not, through construction or operation/maintenance activities, interfere with any remediation or response action conducted by the Government under this paragraph. The Grantee, the then record owner, and any other person shall have no claim against the Government or the Grantor or any of their officers, agents, employees or contractors solely on account of any such interference resulting from such remediation.

G. Without the express written consent of the Government in each case first obtained, neither the Grantee, its successors or assigns, nor any other person or entity acting for or on behalf of the Grantee, its successors or assigns, shall interfere with any response action being taken on

the Property by or on behalf of the Government, or interrupt, relocate, or otherwise interfere with any remediation system now or in the future located, over, through, or across any portion of the Property.

H. This notice is provided pursuant to CERCLA 120(h)(1) and (3). A pump-and-treat groundwater remediation system for Operable Unit (OU) 2 is in place and shown to be operating effectively. Drilling of water wells or use or access to groundwater beneath the Property is prohibited. A Covenant to Restrict Use of Property ("CRUP") within the "Groundwater Protection Zone" has been established between the Grantor ("the Government"), DTSC and the California Regional Water Quality Control Board, Central Coast Region, recorded in the County of Monterey, California on September 22, 2003, Series Number 2003115235.

VII. INDEMNITY

The Government recognizes its obligation to hold harmless, defend, and indemnify the Grantee and any successor, assignee, transferee, lender, or lessee of the Grantee or its successors and assigns, as required and limited by Section 330 of the National Defense Authorization Act of 1993, as amended (Pub. L. No. 102-484), and to otherwise meet its obligations under Federal law.

VIII. NOTICE OF THE PRESENCE OF ASBESTOS AND COVENANT

This is applicable to Parcels L23.1.3, L23.1.4, L23.1.5 and L23.6.

A. The Grantee is hereby informed and does acknowledge that friable asbestos or asbestos-containing material (ACM) have been found on the applicable parcels, as described in the referenced asbestos survey and summarized in the Environmental Baseline Surveys (EBS) for the California State University Monterey Bay Parcel, the Main Garrison Parcels, Surplus II Parcels, and the UC Santa Cruz Parcel.

B. Several buildings have been determined to contain friable and non-friable asbestos that may pose a threat to human health. Detailed information is contained in the Asbestos Survey Report, Fort Ord Installation (April 26, 1993). The remaining buildings contain non-friable ACM rated in good to fair condition. The Grantor has agreed to transfer said buildings and structures to the Grantee, prior to remediation of asbestos hazards, in reliance upon the Grantee's express representation and promise that the Grantee will, prior to use or occupancy of said buildings, demolish said buildings or the portions thereof containing friable asbestos, disposing of ACM in accordance with applicable laws and regulations. With respect to the friable asbestos in said buildings and structures, the Grantee specifically agrees to undertake any and all abatement or remediation that may be required under CERCLA 120(h)(3) or any other applicable law or regulation. The Grantee acknowledges that the consideration for the conveyance of the applicable parcels was negotiated based upon the Grantee's agreement to the provisions contained in this section.

C. The Grantee covenants and agrees that its use and occupancy of the applicable parcels will be in compliance with all applicable laws relating to asbestos; and that the Government and the Grantor assume no liability for any future remediation of asbestos or future damages for personal injury, illness, disability, or death, to the Grantee, its successors or assigns, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos or ACM on the applicable parcels, whether the Grantee, its successors or assigns have properly warned or failed to properly warn the individual(s) injured. The Grantee agrees to be responsible for any future remediation of asbestos found to be necessary on the applicable parcels as a result of the Grantee's activities. The Grantee assumes no liability for damages for personal injury, illness, disability, death or property damage arising from (i) any exposure or failure to comply with any legal requirements applicable to asbestos on any portion of the applicable parcels arising prior to the conveyance of such portion of the applicable parcels to the Grantee pursuant to this Deed except to the extent Grantee assumed such liability pursuant to a right of entry granted by the Grantor to the Grantee, or (ii) any disposal, prior to the Grantor'ss conveyance of the applicable parcels, of any asbestos or ACM except to the extent Grantee was responsible for such disposal.

D. Unprotected or unregulated exposures to asbestos in product manufacturing, shipyard, and building construction workplaces have been associated with asbestos-related diseases. Both Occupational Safety and Health Administration (OSHA) and the EPA regulate asbestos because of the potential hazards associated with exposure to airborne asbestos fibers. Both OSHA and EPA have determined that such exposure increases the risk of asbestos-related diseases, which include certain cancers and which can result in disability or death.

E. The Grantee acknowledges that it has inspected the applicable parcels as to their asbestos content and condition and any hazardous or environmental conditions relating thereto prior to accepting the responsibilities imposed upon the Grantee under this section. The failure of the Grantee to inspect, or to be fully informed as to the asbestos condition of all or any portion of the applicable parcels offered, will not constitute grounds for any claim or demand against the Government or Grantor, or any adjustment under this Deed.

F. The Grantee further agrees to indemnify and hold harmless the Army, Grantor, the City of Marina and their officers, agents and employees, from and against all suits, claims, demands or actions, liabilities, judgments, costs and attorneys' fees arising out of, or in any manner predicated upon, future exposure to asbestos on any portion of the applicable parcels after this conveyance of the applicable parcels to the Grantee or if applicable, after Grantee's entry upon the Property pursuant to a Right of Entry or any future remediation or abatement of asbestos or the need therefore. The Grantee's obligation hereunder shall apply whenever the Government or Grantor incurs costs or liabilities for actions giving rise to liability under this section.

IX. LEAD-BASED PAINT WARNING AND COVENANT

This is applicable to Parcels L23.1.3, L23.1.4, L23.1.5, and L23.6;

A. The Grantee is hereby informed and does acknowledge that all buildings on the applicable parcels, which were constructed or rehabilitated prior to 1978, are presumed to contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Every purchaser of any interest in Residential Real Property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. "Residential Real Property" means dwelling units, common areas, building exterior surfaces, and any surrounding land, including outbuildings, fences and play equipment affixed to the land, available for use by residents, and child occupied buildings visited regularly by the same child, 6 years of age or under, on at least two different days within any week, including day-care centers, preschools and kindergarten classrooms, but not including land used for agricultural, commercial, industrial, or other non-residential purposes, and not including paint on the pavement of parking lots, garages, or roadways.

B. Buildings constructed prior to 1978 are assumed to contain lead-based paint. Buildings constructed after 1977 are assumed to be free of lead-based paint. No sampling for lead within the buildings on the applicable parcels has occurred. However, limited sampling for lead-based paint was conducted in former barracks buildings located on property immediately north of Parcel L32.2.2 which is not a parcel of this conveyance (Industrial Hygiene Survey No. 55-71-R25A-94). One or more of the former barracks interior and/or exterior surface components (e.g., walls, doors, window sills, door frames, etc.) tested positive for lead-based paint. Those barracks sampled were of the same construction type and were constructed in the same year (1954) as former barracks located on Parcel L32.2.2 (Buildings 4552 and 4562) and Parcel L32.4.1.1 (Buildings 4430, 4432, 4434, 4436, 4440, 4442, 4444, and 4446). Limited sampling for lead in soil surrounding some buildings at former Fort Ord has been completed. Soil samples were collected from soil surrounding 10 buildings in Parcel L23.3.2.1 (Buildings 6, 10, 20, 14, 16, 36, 71, 75, 82, and 108). The average concentration of lead detected in soil was 263 milligrams per kilogram (mg/kg) with a maximum concentration of 2,211 mg/kg detected at Building 6 (Lead In Soil Survey For Ten Buildings At The East Garrison, Fort Ord, California, April 8, 1998). As agreed upon in an agency meeting on August 29, 1997, lead analytical results from soil samples collected adjacent to buildings on the Peninsula Outreach and the Marina Sports Center parcels can be used to represent lead concentrations in soil around the buildings on the Main Garrison parcels (E2b.1.1.1, E2b.1.1.2, E2b.1.2, E2b.1.3, E2b.1.4, E2b.2.1, E2b.2.3, E2b.2.4, E2b.3.1.1, E2c.3.2, E2c.3.3, and E2d.1) which were constructed of similar materials and during similar time

periods. Average concentrations of lead detected in soil around the buildings on the Peninsula Outreach and Marina Sports Center parcels were 99.4 and 228 mg/kg, respectively. The maximum background concentration for lead in soil at Fort Ord is 51.8 mg/kg (Draft Final Basewide Background Soil Investigation, Fort Ord, California, March 15, 1993). The federal Preliminary Remediation Goal (PRG) for residential non-play area bare soil is 1,200 mg/kg. All purchasers must receive the federally approved pamphlet on lead poisoning prevention. The Grantee hereby acknowledges receipt of all of the information described in this subsection.

C. The Grantee acknowledges that it has received the opportunity to conduct its own risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards prior to execution of this Deed.

D. The Grantee covenants and agrees that it shall not permit the occupancy or use of any buildings or structures on the applicable parcels as Residential Real Property, as defined in this section without complying with this section and all applicable Federal, State, and local laws and regulations pertaining to lead-based paint and/or lead-based paint hazards. Prior to permitting the occupancy of the applicable parcels where their use subsequent to sale is intended for residential habitation, the Grantee specifically agrees to perform, at its sole expense, the Army's abatement requirements under Title X of the Housing and Community Development Act of 1992 (Residential Lead-Based Paint Hazard Reduction Act of 1992) (hereinafter Title X).

E. The Grantee shall, after consideration of the guidelines and regulations established pursuant to Title X: (1) Perform a reevaluation of the Risk Assessment if more than 12 months have elapsed since the date of the last Risk Assessment; (2) Comply with the joint HUD and EPA Disclosure Rule (24 CFR 35, Subpart H, 40 CFR 745, Subpart F), when applicable, by disclosing to prospective purchasers the known presence of lead-based paint and/or lead-based paint hazards as determined by previous risk assessments; (3) Abate lead dust and lead-based paint hazards in pre-1960 residential real property, as defined in subsection A above, in accordance with the procedures in 24 CFR 35; (4) Abate soil-lead hazards in pre-1978 residential real property, as defined in subsection A, above, in accordance with the procedures in 24 CFR 35; (5) Abate lead-soil hazards following demolition and redevelopment of structures in areas that will be developed as residential real property; (6) Comply with the EPA lead-based paint work standards when conducting lead-based paint activities (40 CFR 745, Subpart L); (7) Perform the activities described in this section within 12 months of the date of the lead-based paint risk assessment and prior to occupancy or use of the residential real property; and (8) Send a copy of the clearance documentation to the Government and Grantor.

F. In complying with these requirements, the Grantee covenants and agrees to be responsible for any abatement or remediation of lead-based paint or lead-based paint hazards on the applicable parcels found to be necessary as a result of the subsequent use of the applicable parcels for residential purposes. The Grantee covenants and agrees to comply with solid or

hazardous waste laws that may apply to any waste that may be generated during the course of lead-based paint abatement activities.

G. The Grantee further agrees to indemnify and hold harmless the Army, the Grantor and the City of Marina, their officers, agents and employees, from and against all suits, claims, demands, or actions, liabilities, judgments, costs and attorney's fees arising out of, or in a manner predicated upon future personal injury, death or property damage resulting from, related to, caused by or arising out of lead-based paint or lead-based paint hazards on the applicable parcels if used for residential purposes.

H. The covenants, restrictions, and requirements of this section shall be binding upon the Grantee, its successors and assigns, and all future owners and shall be deemed to run with the land. The Grantee on behalf of itself, its successors and assigns covenants that it will include and use best efforts to make legally binding, this section in all subsequent transfers, leases, or conveyance documents.

X. NOTICE OF THE POTENTIAL FOR THE PRESENCE OF PESTICIDES AND COVENANT

A. The Grantee is hereby informed and does acknowledge that pesticides may be present on the Property. To the best of Government's knowledge, the presence of pesticides does not currently pose a threat to human health or the environment, and the use and application of any pesticide product by the Government was in accordance with its intended purpose, and in accordance with CERCLA § 107 (i), which states:

"No person (including the Government or any State or Indian tribe) may recover under the authority of this section for any response costs or damages resulting from the application of a pesticide product registered under the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. § 136 et seq.). Nothing in this paragraph shall affect or modify in any way the obligations or liability of any person under any other provision of State or Federal law, including common law, for damages, injury, or loss resulting from a release of any hazardous substance or for removal or remedial action or the costs of removal or remedial action of such hazardous substance."

B. Upon request, the Government agrees to furnish to the Grantee any and all records in its possession related to the use of the pesticides necessary for the continued compliance by the Grantee with applicable laws and regulations related to the use of pesticides.

C. The Grantee covenants and agrees that its possession, potential use and continued management of the Property, including any demolition of structures, will be in compliance with all applicable laws relating to hazardous substance/pesticides and hazardous wastes.

XI. NOTICE OF THE POTENTIAL FOR THE PRESENCE OF POLYCHLORINATED BIPHENYLS ("PCBS")

This is applicable to Parcels L23.1.3, L23.1.4, L23.1.5, L23.4 and L23.6;

A. PCBs have been widely used as coolants and lubricants in transformers, capacitors and other electrical equipment like fluorescent light ballasts. EPA considers PCBs to be probable cancer causing chemicals, in humans. PCB and PCB-contaminated equipment that will be disposed of must be stored in a hazardous storage facility. The Grantee is hereby informed that fluorescent light ballasts containing PCBs are present on the applicable parcels. The PCB-containing equipment does not currently pose a threat to human health or the environment when managed properly. All PCB-containing equipment is presently in full compliance with applicable laws and regulations.

B. Upon request, the Army agrees to furnish to the Grantee any and all records in its possession related to such PCB equipment necessary for the continued compliance by the Grantee with applicable laws and regulations related to the use and storage of PCBs or PCB containing equipment.

C. The Grantee covenants and agrees that its possession, use, and management of any PCB-containing equipment will be in compliance with all applicable laws relating to PCBs and PCB-containing equipment and that the Army and the Grantor shall assume no liability for the future remediation of PCB contamination or future damages for personal injury, illness, disability, or death to the Grantee, its successors or assigns, or to any other person, including members of the general public arising from or incident to future use, handling, management, disposition, or other activity causing or leading to contact of any kind whatsoever with PCBs or PCB-containing equipment, whether the Grantee, its successors or assigns have properly warned or failed to properly warn the individual(s) injured. The Grantee agrees to be responsible for any future remediation of PCBs or PCB-containing equipment found to be necessary on the applicable parcels.

XII. NOTICE OF THE PRESENCE OF CONTAMINATED GROUNDWATER

A. The groundwater beneath portions of the property is contaminated with volatile organic compounds (VOCs), primarily trichloroethene (TCE). The maximum TCE concentration in the groundwater beneath Parcel E2b.2.1, is 280 micrograms per liter (September 2001) as measured in the groundwater extraction Well EW-12-02-180M. The maximum concentrations of the chemicals of concern (associated with the OU2 and Sites 2/12 groundwater plumes) detected in the groundwater monitoring wells on the Property (September 2001) are listed below. The quantity released of these compounds is unknown. The OU2 and Sites 2/12 groundwater aquifer cleanup levels (ACLs), presented in the OU2 and Basewide Remedial Investigation Sites Record of Decision (RODs), are provided for comparison.

B. Without the express written consent of the Government in each case, first obtained, neither the GRANTEE its successors or assigns, nor any other person or entity acting for or on behalf of the GRANTEE its successors or assigns, shall interfere with any response action being taken on the Property by or on behalf of the Government, or interrupt, relocate, or otherwise interfere with any remediation system now or in the future located on, over, through, or across any portion of the Property.

C. The Government Deed reserves a non-exclusive easement to allow continued access for the Army (or its designated contractor) and the regulatory agencies (EPA, DTSC, and California Regional Water Quality Control Board, Central Coast Region), to permit necessary groundwater monitoring at wells located on the Property and the installation of new treatment or monitoring wells if required for the pump and treat operations. Furthermore, this Deed prohibits all others from tampering with the groundwater monitoring wells.

Chemicals of Concern in Groundwater
(OU 2, Sites 2/12, and Carbon Tetrachloride Plume)
and Aquifer Cleanup Levels

Chemical Name	Regulatory Synonym	CASRN*	RCRA Waste Number	Concentrations (µg/L)	ACL
Benzene	Benzol	71432	U019	4.7	1.0
Carbon Tetrachloride	Methane, tetrachloro-	56235	U211	6.4	0.5
Chloroform	Methane, trichloro-	67663	U044	5.6	2.0
1,1-Dichloroethane	Ethane, 1,1-dichloro-	75343	U076	48	5.0
1,2-Dichloroethane	Ethane, 1,2-dichloro-	107062	U077	6.7	0.5
1,1-Dichloroethene	Ethene, 1,1-dichloro-	75354	U078	3.3	6.0
Cis-1,2-Dichloroethene	Ethene, 1,2-dichloro(E)	156605	U079	130	6.0
1,2-Dichloropropane	Propane, 1,2-dichloro-	78875	U083	1.7	1.0
Total 1,3-Dichloropropene	Propene, 1,3-dichloro-	542756	--	ND	0.5
Methylene Chloride	Methane, dichloro-	75092	U080	110	5.0
Tetrachloroethene	Ethene, tetrachloro-	127184	U210	23	3.0
Trichloroethene	Ethene, trichloro-	79016	U228	280	5.0
Vinyl chloride	Ethene, chloro-	75014	U043	1.3	0.1

*Chemical Abstract Services Registry Number

B. A recorded Covenant to Restrict Use of Property ("CRUP") within the "Groundwater Protection Zone" has been established between the Government, DTSC, and the California Regional Water Quality Control Board, Central Coast Region recorded in Monterey

County, California on September 28, 2004, Series No. 2004103512. Consruction of groundwater wells for access, use, or consumption of groundwater within the boundaries of the Property is prohibited without prior written approval by the above parties as described in the CRUP.

C. The Grantee covenants for itself, its successors, and assigns not to: access or use groundwater underlying the Property for any purpose. For the purpose of this restriction, "groundwater" shall have the same meaning as in section 101(12) of CERCLA. The Grantee, for itself, its successors or assigns covenants that it will not undertake nor allow any activity on or use of the Property that would violate the restrictions contained herein. These restrictions and covenants are binding on the Grantee, its successors and assigns; shall run with the land; and are forever enforceable by the parties identified in Section XII.D.

D. The restrictions and conditions stated in Section C benefit the public in general and the territory surrounding the property, including lands retained by the Government and Grantor, and, therefore, are enforceable by the Government, Grantor and the State of California. The Grantee covenants for itself, its successors, and assigns that it shall include and otherwise make legally binding, the restrictions in Section B in all subsequent lease, transfer or conveyance documents relating to the Property subject hereto.

E. The Government and its representatives shall, for all time, have access to the Property for the purpose of installing and/or removing groundwater monitoring wells, and to perform continued monitoring of groundwater conditions, allowing chemical and/or physical testing of wells to evaluate water quality and/or aquifer characteristics. The Property owner shall allow ingress and egress of all equipment necessary to accomplish the same.

XIII. NOTICE OF THE POTENTIAL FOR THE PRESENCE OF ORDNANCE AND EXPLOSIVES

A. Ordnance and explosives (OE) investigations indicate that it is not likely that OE is located within the Property. However, there is a potential for OE to be present because OE was used throughout the history of Fort Ord. In the event the Grantee, its successors, and assigns, should discover any ordnance on the Property, they shall not attempt to remove or destroy it, but shall immediately complete Section A of the Ordnance and Explosives Incident Reporting Form, fax the form to the Presidio of Monterey Police Department at (831) 242-7740 and notify the Presidio of Monterey Police Department via telephone at (831) 242-7851 and competent Government or Government-designated explosive ordnance personnel will promptly be dispatched to dispose of such ordnance at no expense to the Grantee. The Grantee hereby acknowledges receipt of the "Ordnance and Explosives Safety Alert" pamphlet and the Ordnance and Explosives Incident Reporting Form.

B. In addition, the Army offers OE familiarization training to anyone conducting ground disturbance activities (digging holes, excavating trenches, repairing

underground utilities, etc.) at the former Ford Ord. The OE Safety Specialist conducts a thirty-minute training session. This training session includes a lecture on what OE might be found, the procedure to follow if something is found and "Safety Alert" brochures are also distributed. To schedule this training, please contact the Directorate of Environmental and Natural Resources at (831) 242-7919.

C. The Government reserves the right to conduct any remedial action and/or investigation that the Army is responsible for, as required or necessary as a result of the ongoing OE Remedial Investigation/Feasibility Study.

XIV. ENDANGERED SPECIES

The Grantee, its successors or assigns shall comply with the requirements, if any and if applicable, of the Fort Ord Installation-Wide Multi-species Habitat Management Plan ("HMP") for Former Fort Ord, California.

A. The Property is within HMP Development Areas. No resource conservation requirements are associated with the HMP for these parcels. However, small pockets of habitat may be preserved within and around the Property.

B. The Biological Opinion identifies sensitive biological resources that may be salvaged for use in restoration activities within reserve areas, and allows for development of the Property.

C. The HMP does not exempt the Grantee from complying with environmental regulations enforced by Federal, State, or local agencies. These regulations could include obtaining the Endangered Species Act ("ESA") (16 U.S.C. § 1531-1544 et seq.) Section 7 or Section 10(a) permits from the U.S. Fish and Wildlife Service ("USFWS"); complying with prohibitions against the taking of listed animals under ESA Section 9, complying with prohibitions against the removal of listed plants occurring on Federal lands or the destruction of listed plants in violation of any State laws; complying with measures for conservation of State-listed threatened and endangered species and other special-status species recognized by California Department of Fish and Game ("DFG") under the California ESA, or California Environmental Quality Act ("CEQA"); and complying with local land use regulations and restrictions.

D. The HMP serves as a management plan for both listed and candidate species, and is a prelisting agreement between the USFWS and the local jurisdiction for candidate species that may need to be listed because of circumstances occurring outside the area covered by the HMP.

E. Implementation of the HMP would be considered suitable mitigation for impacts to HMP species within HMP prevalent areas and would facilitate the USFWS procedures to authorize incidental ~~the~~ taking of these species by participating entities as required under ESA Section 10. No further mitigation will be required to allow development on the Property unless species other than the HMP target species are proposed for listing or are listed.

F. The HMP does not authorize the incidental taking of any species listed as threatened or endangered under the ESA by entities acquiring land at the former Fort Ord. The USFWS has recommended that all non federal entities acquiring land at former Fort Ord apply for ESA Section 10(a)(1)(B) incidental taking permits for the species covered in the HMP. The definition of "take" under the ESA includes to harass, harm, hunt, shoot, wound, kill, trap, capture, or collect, or attempt to engage in any such conduct. Although the USFWS will not require further mitigation from entities that are in conformance with the HMP, those entities without incidental taking authorization would be in violation of the ESA if any of their actions resulted in the taking of a listed animal species. To apply for a Section 10(a)(1)(B) incidental taking permit, an entity must submit an application form (Form 3-200), a complete description of the activity sought to be authorized, the common and scientific names of the species sought to be covered by the permit, and a conservation plan (50 CFR 17.22[b]).

G. The Grantee acknowledges that it has read the HMP dated April 1997, and will cooperate with adjacent property owners in implementing mitigation requirements identified in the HMP for adjacent sensitive habitat areas.

XV. AIR NAVIGATION RESERVATION AND RESTRICTIONS

The Monterey Airport and the former Fritzsche Airfield, now known as the Marina Municipal Airport, are in close proximity to the Property. Accordingly, in coordination with the Federal Aviation Administration, the Grantee covenants and agrees, on behalf of it, its successors and assigns and every successor in interest to the Property herein described, or any part thereof, that, when applicable, there will be no construction or alteration unless a determination of no hazard to air navigation is issued by the Federal Aviation Administration in accordance with Title 14, Code of Federal Regulations, Part 77, entitled, Objects Affecting Navigable Airspace, or under the authority of the Federal Aviation Act of 1968, as amended.

XVI. ENFORCEMENT AND NOTICE REQUIREMENT

A. The provisions of this Deed benefit the governments of the United States of America, the State of California, acting on behalf of the public in general, the local governments including the Grantor and the City of Marina, and the lands retained by the Government and Grantor and, therefore, are enforceable, by resort to specific performance or legal process by the United States, the State of California, the local governments, Grantor and FORA, and its successors and assigns. Enforcement of this Deed shall be at the discretion of the parties entitled to enforcement hereof, and any forbearance, delay or omission to exercise their rights under this

Deed in the event of a breach of any term of this Deed, shall not be deemed to be a waiver by any such party of such term or of any subsequent breach of the same or any other terms, or of any of the rights of said parties under this Deed. All remedies available hereunder shall be in addition to any and all other remedies at law or in equity, including CERCLA. The enforcement rights set forth in this Deed against the Grantee, or its successors and assigns, shall only apply with respect to the Property conveyed herein and held by such Grantee, its successors or assigns, and only with respect to matters occurring during the period of time such Grantee, its successors or assigns, owned or occupied such Property or any portion thereof.

B. The Grantee, its successors or assigns, shall neither transfer the Property, nor any portion thereof, nor grant any interest, privilege, or license whatsoever in connection with the Property without the inclusion, to the extent applicable to the Property or any portion thereof, of the environmental protection provisions contained in this Deed: Exclusions and Reservations, Federal Facilities Agreement (FFA); CERCLA Covenants, Notice, and Environmental Remediation; Notice of the Presence of Asbestos and Covenant; Lead-Based Paint Warning and Covenant; Notice of Hazardous Substance Storage; Notice of the Potential for the Presence of Pesticides and Covenant; Notice of the Potential for the Presence of Polychlorinated Biphenyls (PCBs); Notice of the Presence of Contaminated Groundwater; Notice of the Potential for the Presence of Ordnance and Explosives; Endangered Species, and Air Navigation Reservation and Restrictions, Enforcement and Notice Requirement, and shall require the inclusion, to the extent applicable, of such environmental protection provisions in all further deeds, transfers, leases, or grant of any interest, privilege, or license.

C. The obligations imposed in this section upon the successors or assigns of Grantee shall only extend to the Property conveyed to any such successor or assign.

XVII. GRANTOR REDEVELOPMENT PROVISION

A. Subject to Agreement, the Property is conveyed subject to the Disposition and Development Agreement (the "Agreement") by and between Grantor and Grantee, dated as of February _____, 2010, a Memoradnum of which was recorded in the official Records of Monterey County Recorders on _____, 2010 as Document No. _____. Grantee shall comply with all of the terms and conditions of the Agreement with respect to the construction of Improvements, as that term is defined in Section 1.1 (w) of the Agreement, on the Property, including the requirements with respect to commencement and completion of construction. The Grantee covenants and agrees for itself and its successors and assigns, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, ancestry or disability in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall the Grantee itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the

selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the Property and the Improvements thereon.

B. All deeds, leases or contracts made relative to the Property and the Improvements thereon or any part thereof, shall contain or be subject to substantially the following non-discrimination clauses:

(1) In deeds: (a) Grantee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) and (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property herein conveyed, nor shall the grantee or any person claiming under or through the grantee, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the property herein conveyed. The foregoing covenant shall run with the land.

(b) Notwithstanding paragraph (a), with respect to familial status, paragraph (a) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

(2) In leases: (a) Grantee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) and (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property herein conveyed, nor shall the grantee or any person claiming under or through the grantee, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants,

sublessees or vendees in the property herein conveyed. The foregoing covenant shall run with the land.

(b) Notwithstanding paragraph (a), with respect to familial status, paragraph (a) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

(3) In contracts: (a) There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) and (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property nor shall the transferee or any person claiming under or through the transferee establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the land.

(b) Notwithstanding paragraph (a), with respect to familial status, paragraph (a) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1).

C. Grantor Right of Reverter.

(1) If the Agreement is terminated pursuant to Section 8.3 thereof following the Close of Escrow (as defined in Section 1.1(k) of the Agreement) and prior to the issuance of the Certificate of Completion (as defined in Section 1.1(h) of the Agreement) for the final phase of the Improvements on the Property, then the Grantor may pursuant to the provisions of Section 8.4 of the Agreement, in addition to other rights granted in the Agreement, re-enter and take possession of the Property or any portion thereof for which a certificate of completion ha snot been issued ("Revested Parcel") with all improvements thereon, and revest in the Grantor the estate theretofore conveyed to the Grantee.

(3) Upon revesting in the Grantor of title to the Revseted Parcel as provided in this Section XVII (C), the Grantor shall, pursuant to its responsibilities under State law, use its best efforts to resell the Revested Parcel and as soon as possible, in a commercially reasonable manner and consistent with the objectives of such law and of the Redevelopment Plan to a qualified and responsible party or parties (as determined by the Grantor) who will assume the obligation of making or completing the Improvements in accordance with the uses specified for such property in the Redevelopment Plan and in a manner satisfactory to the Grantor. The Revested Parcel shall be sold at a price that the Grantor determines is not less than the fair reuse value of the Revested Parcel given the covenants, conditions and requirements the Grantor is imposing on the purchaser. Upon such resale of the Revested Parcel or any portion thereof the proceeds thereof shall be applied as follows:

(a) First, to reimburse the Grantor on its own behalf or on behalf of the City for all costs and expenses incurred by the Grantor, including but not limited to salaries of personnel and legal fees incurred in connection with the recapture, management, and resale of the Revested Parcel (but less any income derived by the Grantor from any part of the Revested Parcel in connection with such management); all taxes, installments of assessments payable prior to resale, and applicable water and sewer charges with respect to the Revested Parcel (or, in the event the Revested Parcel or any portion thereof is exempt from taxation or assessment or such charges during the period of ownership by the Grantor, an amount equal to the taxes, assessments, or charges that would have been payable if the Revested Parcel was not so exempt); any payments made or necessarily to be made to discharge any encumbrances or liens existing on the Revested Parcel or any portion thereof at the time of revesting of title in the Grantor or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults, or acts of the Grantee, its successors or transferees; any expenditures made or obligations incurred with respect to the making or completion of the Development or any part thereof on the Revested Parcel; and any amounts otherwise owing the Grantor by the Grantee and its successors or transferee.

(b) Second, to reimburse the Grantee, its successors or transferee, up to the amount equal to: the cash padi to the Agency as part of the Purchase Price for the Revested Parcel minus anyportion of such purchase price paid to FOR A, plus the fair market value of the improvements the Grantee has placed on the Revested Parcel, less any gains or income withdrawn or made by the Grantee from the Revested Parcel or the improvements thereon. Notwithstanding the foregoing, the amount calculated pursuant to this subsection (b) shall not exceed the fair market value of the Revested Parcel together with the improvements thereon as of the date of default or failure which gave rise of the Grantor's exercise of the right of reverter.

(c) Third, the balance to Grantor.

(4) The rights established in this Section XVII (C) are to be interpreted in light of the fact that the Grantor will convey the Property to the Grantee for development and not for speculation.

D. Use and Maintenance.

(1) For the duration of the Redevelopment Plan, the Grantee agrees to use the Property for the purposes permitted under Section 5.1 of the Agreement and to maintain all portions of the Property in good repair and in a neat, clean and orderly condition pursuant to Section 5.2 of the Agreement.

In the event that there arises at any time prior to the expiration of the use and maintenance covenants of Section 5.1 and 5.2 the Agreement a condition in contravention of those standards, then the Grantor shall give written notice to the Grantee of the deficiency. If the Grantee fails to cure the deficiency within thirty (30) days of the Grantor's notice (or, if the deficiency is not susceptible to cure within such thirty (30) day period, the Grantee fails to commence the cure and thereafter to diligently pursue the cure to completion), such failure shall constitute an Event of Default under the Agreement, and the Grantor shall have the right to perform all acts necessary to cure the deficiency and to receive from Grantee the Grantor's actual cost in taking such action. The parties further mutually agree that the rights conferred upon the Grantor expressly include the right to enforce or establish a lien or other such encumbrance against the Property in order to recover Grantor's actual costs in effectuating such cure.

E. Prohibition Against Transfer of Property and Assignment of Agreement.

(1) The limitations on Transfers set forth in Article 6 of the Agreement shall apply from the date of the Agreement until the issuance of a Certificate of Completion for the final phase of the Improvements by the Grantor to the Grantee. Except as expressly permitted in the Agreement, the Grantee represents and agrees that the Grantee has not made or created, and will not make or create or suffer to be made or created, any Transfer (as defined in Section 1.1(mm) of the Agreement), either voluntarily or by operation of law, without the prior approval of the Grantor. Any Transfer made in contravention of Section 6.3 of the Agreement shall be void and shall be deemed to be a default under the Agreement, whether or not the Grantee knew of or participated in such Transfer.

(2) The prohibitions in subsection (1) of this section shall not prevent the following Transfers, which Transfers shall not require Grantor approval:

(a) Any Transfer resulting directly from the death or mental incapacity of an individual.

(b) A Transfer or dedication of a portion of the Property to any pubicl entity, including a public entity, required to allow for the development of the Improvements.

(c) The granting of temporary or permanent easements on permits to the facilitate development of the Project.

(d) A Transfer to an Affiliate of Grantee, provided that such Transfer does not result in a change of Control.

(e) A Transfer otherwise approved by the Agency.

(f) A Transfer to take effect upon issuance of a Certificate of Completion with respect to the transferred portion of the Property.

(3) No Transfer otherwise authorized or approved pursuant to subsection 2, except those Transfers pursuant to subsection (a), (b), and (c),, shall be permitted unless, at the time of the Transfer, the person or entity to which such Transfer is made, executes an agreement reasonably satisfactory to the Grantor and in a form recordable in the land records expressly agreeing to perform and observe, from and after the date of the Transfer, the obligations, terms and conditions of this Agreement applicable to the portions of the Property subject to the Transfer; provided, however, that no such transferee shall be liable for the failure of its predecessor to perform any such obligation. The Grantor shall grant or deny approval of a proposed Transfer within sixty (60) days of receipt by the Grantor of the Grantee's request for approval of a Transfer, which request shall include evidence of the proposed transferee's business expertise and financial capacity

F. Enforcement.

The covenants contained in sections XVII B through E of this Quitclaim Deed shall, without regard to technical classification or designation, legal or otherwise specifically provided in this Quitclaim Deed, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of and enforceable by the Grantor, its successor and assigns, and any successor in interest to the Grantor the Property and improvements or any part thereof, and such covenants shall run in favor of the Grantor and such aforementioned parties for the entire period during which such covenants shall be in force and effect, without regard to whether the Grantor is or remains an owner of any land or interest therein to which such covenants relate. In the event of any breach of any of such covenants, the Grantor and such aforementioned parties shall have the right to exercise all of the rights and remedies, and to maintain any actions at law or suits in equity or other property proceedings to enforce the curing of such breach. The covenants in section B shall remain in effect in perpetuity and the covenants in sections C through E above shall remain in effect for the period of time specified in the respective sections.

XVIII. OTHER CONDITIONS

A. Should the Property be considered for the proposed acquisition and construction of school properties utilizing State funding, at any time in the future, a separate environmental review process in compliance with the California Education Code Section 17210 et seq., will need to be conducted and approved by DTSC.

B. In accordance with the Fort Ord Reuse Authority Master Resolution, not less than the gneral prevailing rater of wages for work of a similar charceter in Monterey County, as determined by the Diretor of the Department of Industrial Relations under Division 2, Part 7, Chapter 1 of the California Labor Code, shall be paid to all workers employed on the First Generation Construction performed on parcels subject to the Fort Ord Reuse Plan. First General Construction shall have the meaning set forth in Section 1.01.050 of the Fort Ord Reuse Authority Master Resolution.

XIX. NOTICE OF NON-DISCRIMINATION

With respect to activities related to the Property, the Grantee covenants for itself, its successors and assigns, that the Grantee, and such successors and assigns, shall not discriminate upon the basis of race, color, religion, sex, age, handicap, or national origin in the use, occupancy, sale or lease of the Property, or in their employment practices conducted thereon in violation of the provisions of Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000d); the Age Discrimination Act of 1975 (42 U.S.C. § 6102); and the Rehabilitation Act of 1973, as amended, (29 U.S.C. § 794). The Government and the Grantor shall be deemed beneficiaries of this covenant without regard to whether it remains the owner of any land or interest therein in the vicinity of the Property hereby conveyed, and shall have the solerights to enforce this covenant in any court of competent jurisdiction.

The responsibilities and obligations placed upon, and the benefits provided to, the Grantee by the Government shall run with the land and be binding on and inure to the benefit of all subsequent owners of the Property unless or until such responsibilities, obligations, or benefits are released pursuant to the provisions set forth in the MOA and the Government deed. Grantee and its successors and assigns, respectively, shall not be liable for any breach of such responsibilities and obligations with regard to the Property arising from any matters or events occurring after transfer of ownership of the Property by Grantee or its successors and assigns, respectively; provided, however, that each such party shall, notwithstanding such transfer, remain liable for any breach of such responsibilities and obligations to the extent caused by the fault or negligence of such party.

General Provisions:

A. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Deed shall be liberally construed to effectuate the purpose of this Deed and

the policy and purpose of CERCLA. If any provision of this Deed is found to be ambiguous, an interpretation consistent with the purpose of this Deed that would render the provision valid shall be favored over any interpretation that would render it invalid.

B. Severability. If any provision of this Deed, or the application of it to any person or circumstance, is found to be invalid, the remainder of the provisions of this Deed, or the application of such provisions to persons or circumstances other than those to which it is found to be invalid, shall not be affected thereby.

C. No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of title in any respect.

D. Captions. The captions in this Deed have been inserted solely for convenience of reference and are not a part of this Deed and shall have no effect upon construction or interpretation.

E. Right to Perform. Any right which is exercisable by the Grantee, and its successors and assigns, to perform under this Deed may also be performed, in the event of non-performance by the Grantee, or its successors and assigns, by a lender of the Grantee and its successors and assigns.

The conditions, restrictions, and covenants set forth in this Deed are a binding servitude on the herein conveyed Property and will be deemed to run with the land in perpetuity. Restrictions, stipulations and covenants contained herein will be inserted by the Grantee verbatim or by express reference in any deed or other legal instrument by which it divests itself of either the fee simple title or any other lesser estate in the Property or any portion thereof. All rights and powers reserved to the Grantor, and all references in this Deed to Grantor shall include its successors in interest. The Grantor may agree to waive, eliminate, or reduce the obligations contained in the covenants, PROVIDED, HOWEVER, that the failure of the Grantor or its successors to insist in any one or more instances upon complete performance of any of the said conditions shall not be construed as a waiver or a relinquishment of the future performance of any such conditions, but the obligations of the Grantee, its successors and assigns, with respect to such future performance shall be continued in full force and effect.

[Signature Pages Follow]

IN WITNESS WHEREOF, the **Grantor**, the **REDEVELOPMENT AGENCY OF THE CITY OF MARINA**, has caused these presents to be executed this 27th day of SEPTEMBER, 2010.

REDEVELOPMENT AGENCY OF THE CITY OF MARINA

By: Anthony Altfield, Chair

STATE OF CALIFORNIA)
)
COUNTY OF Monterey)

On Sept. 27, 2010 before me, Kimberly Verania, Notary Public, personally appeared Anthony Altfield, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

KIMBERLY VERANIA
Commission # 1851315
Notary Public - California
Monterey County
My Comm. Expires Jun 24, 2013

Notary Public

SALINAS VALLEY MEMORIAL HEALTHCARE SYSTEM,
A public district hospital

By: 6/28/10

661\01\793778.2
2/21/2010

, Authorized Agent

STATE OF CALIFORNIA)
)
COUNTY OF Monterey)

On June 28, 2010, before me, Rosalia Madrigal, Notary Public, personally appeared Sam W. Downing, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

ROSALIA MADRIGAL
COMM. #1729153
Notary Public - California
Monterey County
My Comm. Expires Mar. 5, 2011

Rosalia Madrigal
Notary Public

1

EXHIBIT A: Description of Property

Escrow No.: 10-**52505040**-KV
Locate No.: CACTI7727-7727-4525-0052505040
Title No.: 10-**52505040**-MM

EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF MARINA, IN THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Commencing at the southwesterly corner of that certain 3.994 acre parcel shown and so designated as "Parcel 1" on that certain Record of Survey map filed December 6, 1995, in Volume 19 of Surveys, at Page 126, Records of Monterey County, California; thence running along the southerly prolongation of the easterly line of said parcel

a. S 04° 36' 53" W., 18.97 feet to the True Point of Beginning; thence leaving said prolongation line

1. S 73° 16' 26" E., 330.90 feet; thence along the westerly line of Third Avenue

2. N 16° 44' 33" E, 575.99 feet; thence

3. Northwesterly, 62.76 feet along the arc of a tangent curve to the left having a radius of 40.00 feet, through a central angle of 89° 54' 08"; thence tangentially along the southerly line of Twelfth Street

4. N 73° 09' 35" W, 174.02 feet; thence

5. Westerly, 245.71 feet along the arc of a tangent curve to the left having a radius of 1142.00 feet, through a central angle of 12° 19' 39" to the northeasterly corner of said "Parcel 1"; thence leaving said southerly line of Twelfth Street and running instead along the easterly line of said "Parcel 1"

6. S 04° 36' 35" W, 282.73 feet; thence

7. S 04° 36' 53" W, 321.23 feet to the True Point of Beginning (at 302.25 feet, said point of commencement).

Also shown as Parcel 4 on that certain Record of Survey Map filed in the Office of the County Recorder of the County of Monterey, State of California, on July 14, 2004 in Volume 27 of Surveys at Page 80.

Excepting therefrom all mineral rights with the right of surface entry in a manner that does not unreasonably interfere with the grantee's development and quiet enjoyment of the property, as reserved in the Deed executed by the United States of America, acting through the Secretary of Education, recorded August 31, 2005 as Recorder's Series No. 2005090734, Official Records.

APN: 031-251-004

NOTICE OF AVAILABILITY

June 1, 2026

To All Interested Parties:

Subject: **Notice of Availability/ Offer to Sell or Lease Surplus Property Pursuant to the Surplus Land Act (California Government Code Sections 54220-54234) Assessors Parcel Number 031-251-004, located in Marina, CA 93933.**

As required by California Government Code Section 54220, Salinas Valley Memorial Healthcare System, a California Local Health Care District (the "District") is providing Notification of Availability ("NOA") that the District intends to sell or lease the surplus District-owned property, identified as Assessor Parcel Number 031-251-004 (the "Property"), located in Marina, California.

The Property is a 5.56-acre parcel consisting of vacant land and is not being used for any governmental or healthcare-related purpose. The property is located at Imjin Parkway and Third Avenue and was originally part of the Fort Ord Military Reservation. In accordance with Government Code Section 54222, you have sixty (60) days from the date this offer was sent by certified mail or electronic mail to notify the District, in writing, of your interest in acquiring the Property, no later than Thursday, July 30, 2026.

However, this offer shall not obligate the District to sell or lease the Property to you. Instead, the District would enter into at least ninety (90) days of negotiations with you and other interested entities under Government Code Section 54223. If no agreement is reached on sale or lease price and terms, then the District may market the Property to the general public.

As required by Government Code Section 54227, if the District receives more than one letter of interest during this 60-day period, it will give first priority to entities proposing to develop housing where at least 25 percent of the units will be affordable to very low- or low-income households. If more than one such proposal is received, priority will be given to the proposal with the greatest number of affordable units. If more than one proposal specifies the same number of affordable units, priority will be given to the proposal that has the lowest average affordability level. In the event you, your agency, or your company is interested in purchasing the Property, then you must notify the District in writing within sixty (60) days of the date this notice was posted, no later than Thursday, July 30, 2026.

Notice of your interest in acquiring the Property shall be delivered to: Gary Ray, Chief Legal Officer, Salinas Valley Memorial Healthcare System, 405 E. Romie Lane, Salinas, CA 93901. Email: gray@salinasvalleyhealth.com. You may also direct your questions to Matthew Ottone, District Legal Counsel by calling (831) 758-2401 or via email to: matt.ottone@ottoneleach.com.

Entities proposing to submit a letter of interest are advised to review the requirements set forth in the Surplus Land Act (Government Code Section 54220-54234).

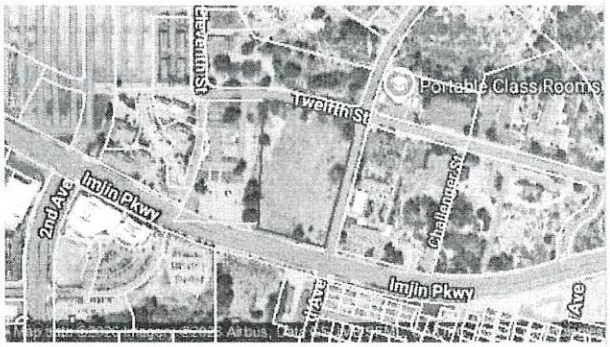
ATTACHMENTS:
Attachment 1: Notice of Availability – Property Information
Attachment 2: Assessor's Parcel Map

Xochitl Marina Camacho, Monterey County Assessor

Property Address: 296 12TH ST MARINA CA 93933-6001

General Information

Parcel # (APN):	**031-251-004-000** Download Assessor Map
Owner:	Available
Mailing Address:	**450 E ROMIE LN SALINAS CA 93901**
Legal Description:	
Use Type:	**TAX EXEMPTS**
Tax Rate Area:	**012-030**



Detail Report $14.95 Learn More

Assessment

Total Value:		Year Assd:	**2025**
Land:		Zoning:	
Structures:		Use Code:	Available
Other:		Census Tract:	Available
% Improved:	Available	Price/SqFt:	
Exempt Amt:			
Exempt Type:	**N**		

Sale History

	Sale 1	Sale 2	Sale 3	Transfer
Document Date:				Available
Document Number:				Available
Document Type:				
Transfer Amount:				
Seller (Grantor):				

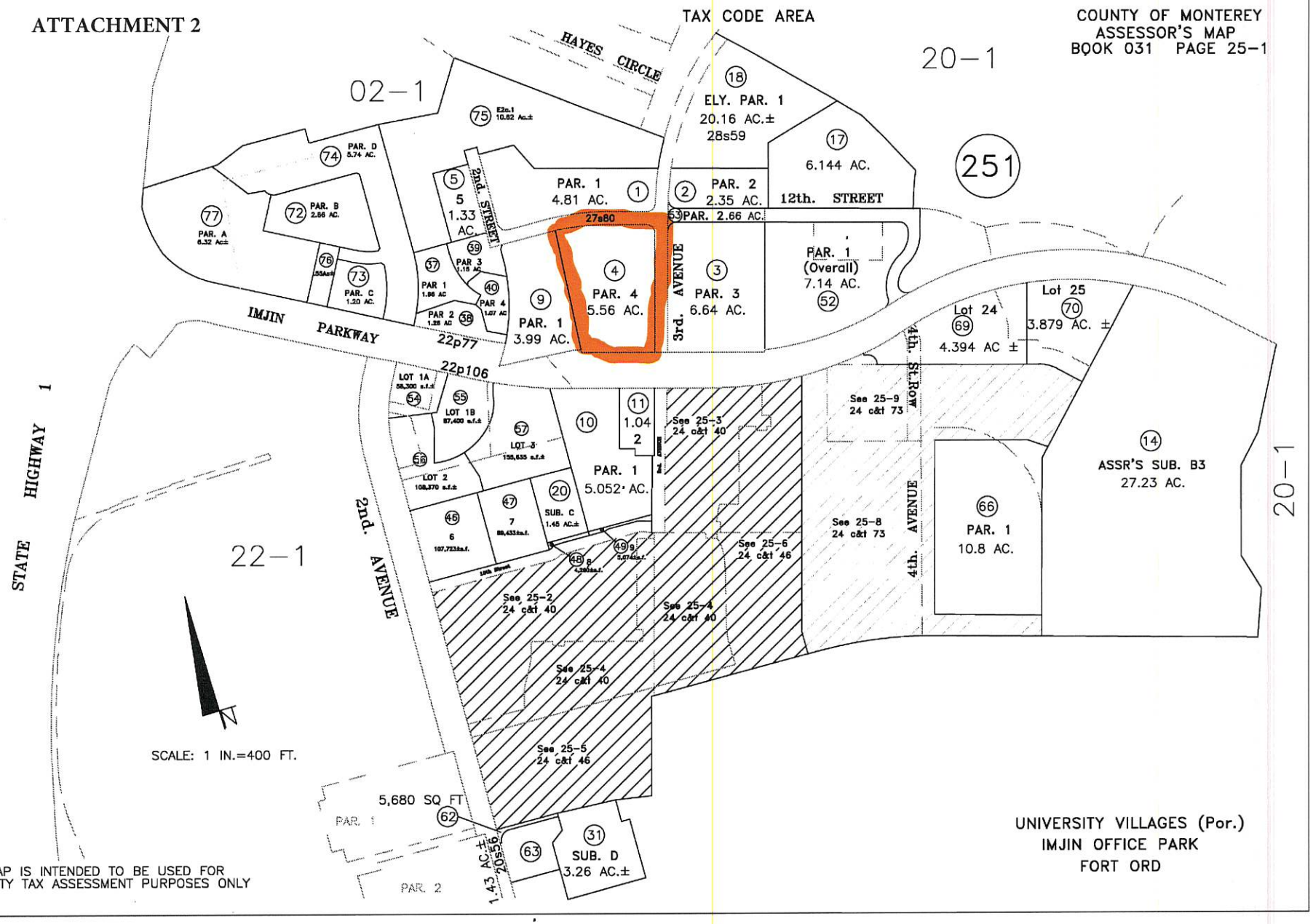
Property Characteristics

Bedrooms:		Fireplace:		Units:	
Baths (Full):		A/C:		Stories:	
Baths (Half):		Heating:		Quality:	
Total Rooms:		Pool:		Building Class:	
Bldg/Liv Area:		Park Type:		Condition:	
Lot Acres:	**5.560**	Spaces:		Site Influence:	
Lot SqFt:	**242,193**	Garage SqFt:		Timber Preserve:	
Year Built:				Ag Preserve:	
Effective Year:					

**The information provided here is deemed reliable, but is not guaranteed.

Additional reports on this property ▶

ATTACHMENT 2



THIS MAP IS INTENDED TO BE USED FOR PROPERTY TAX ASSESSMENT PURPOSES ONLY

RESOLUTION NO. 2026-04
OF THE BOARD OF DIRECTORS OF
SALINAS VALLEY MEMORIAL HEALTHCARE SYSTEM
DECLARING DISTRICT-OWNED PROPERTY IDENTIFIED AS ASSESSOR PARCEL NUMBER 031-251-004 AS "SURPLUS LAND" PURSUANT TO GOVERNMENT CODE SECTION 54211(B)(1), AND AUTHORIZING THE PRESIDENT/CEO TO COMPLY WITH ALL SURPLUS LAND ACT REQUIREMENTS, INCLUDING ISSUING A NOTICE OF AVAILABIITY, AND NEGOTIATING WITH INTERESTED PARTIES IN GOOD FAITH

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

WHEREAS, the District owns certain real property identified as Assessor Parcel Number 031-251-004, consisting of approximately 5.56 acres located on Imjin Parkway and 3rd Avenue in Marina, California; and

WHEREAS, the property is not being used for any governmental or health care related purpose; and

WHEREAS, the Board of Directors has determined that the property is not necessary for the District's current or future use and that disposition of the property will serve the best interest of the residents of the District; and

WHEREAS, the California Surplus Lands Act (Government Code Sections 54220-54234) establishes requirements and procedures for the disposition of surplus land owned by government agencies; and

WHEREAS, Government Code section 54221(b)(1) requires that the declaration of surplus land be made by the legislative body of the local agency at a regular public meeting; and

WHEREAS, This Surplus Land Act requires local agencies to provide notice of available surplus land to certain designated entities, including affordable housing developers, and to negotiate in good faith with such entities for a specified period before disposing of the property; and

WHEREAS, the Surplus Land Act prioritizes affordable housing development on surplus public land and requires priority consideration for proposals that include at least 25% affordable housing units; and

WHEREAS the property is subject to certain restrictions, covenants, and reservations from the former Fort Ord Military Reservation, including restrictions related to groundwater use, potential hazardous substances, and access rights reserved by the United States Government as set forth in the Quitclaim Deed dated September 30, 2010 granting the property from the United States to the City of Marina; and

WHEREAS, all such restrictions and encumbrances shall be disclosed in the Notice of Availability and any disposition documents, and will continue to run with the land; and

WHEREAS, declaring the property as surplus land does not constitute approval or commitment to any specific disposition, and the Board of Directors reserve full discretionary authority over final approval of any proposed disposition.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Salinas Valley Memorial Healthcare System as follows:

1. The above recitals are hereby incorporated by reference.

2. The Board of Directors makes the following findings:

   a. The property identified as Assessor Parcel Number 031-251-004 is not currently being used for governmental or health care related purposes.

   b. The property is not necessary for the District's current or future use.

   c. The property is zoned Commercial – Visitor Servicing, is in close proximity to an area that will be developed as residential and may accommodate residential development.

   d. Disposal of the property as surplus land serves the public interest because it will generate productive use of vacant District owned land, potentially generate revenue, and provide opportunities for affordable housing development.

   e. This actually complies with California Environmental Quality Act (CEQA) because declaring property as surplus land does not constitute a "project" under CEQA Guidelines section 15378.

3. The District's Board of Directors hereby declares the real property at Assessor Parcel Number 031-251-004, located at Imjin Parkway and 3rd Avenue in Marina, California and described in Exhibit A attached hereto, as "surplus land" within the meaning of California Government Code section 54221(b)(1); and

4. The District's President/CEO or Designee, is hereby authorized to take all actions necessary to comply with the Surplus Lands Act, including issuing a Notice of Availability; and

5. The District Board of Directors reserves full discretionary authority over final disposition of the property, including determining whether to accept any proposal, establishing final price consistent with an appraisal of the property, terms and conditions, requiring environmental review under CEQA, and electing not to dispose of the property. This declaration does not approve or commit the District to any specific disposition.

This Resolution was adopted at a duly noticed Regular Meeting of the Board of Directors of the District on May 28, 2026, by the following vote.

AYES:
NOES:
ABSTENTIONS:
ABSENT:

_____

Board Member
Salinas Valley Memorial Healthcare System

EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF MARINA, IN THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Commencing at the southwesterly corner of that certain 3.994 acre parcel shown and so designated as "Parcel 1" on that certain Record of Survey map filed December 6, 1995, in Volume 19 of Surveys, at Page 126, Records of Monterey County, California; thence running along the southerly prolongation of the easterly line of said parcel

a. S 04° 36' 53" W., 18.97 feet to the True Point of Beginning; thence leaving said prolongation line

1. S 73° 16' 26" E., 330.90 feet; thence along the westerly line of Third Avenue

2. N 16° 44' 33" E, 575.99 feet; thence

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4. N 73° 09' 35" W, 174.02 feet; thence

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APN: 031-251-004

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