Salinas Valley Memorial Healthcare System
A Public Healthcare District

April 22, 2022

TO: Members of the Board of Directors

Victor Rey, Jr. – President
Regina M. Gage – Vice President
Juan Cabrera – Secretary
Richard Turner – Treasurer
Joel Hernandez Laguna – Assistant Treasurer

Legal Counsel

Ottone Leach & Ray LLP

News Media

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

The Regular Meeting of the Board of Directors of the Salinas Valley Memorial Healthcare System will be held **THURSDAY, APRIL 28, 2022, AT 4:00 P.M., IN THE DOWNING RESOURCE CENTER, ROOMS A, B & C AT SALINAS VALLEY MEMORIAL HOSPITAL, 450 E. ROMIE LANE, SALINAS, CALIFORNIA, OR BY PHONE OR VIDEO (Visit svmh.com/virtualboardmeeting for Access Information)**.

Pursuant to SVMHS Board Resolution No. 2022-05, Assembly Bill 361, and guidance from the Monterey County Health Department in response to concerns regarding COVID-19, Board Members of Salinas Valley Memorial Healthcare System, a local health care district, are permitted to participate in this duly noticed public meeting via teleconference and certain requirements of The Brown Act are suspended.

Pete Delgado
President/Chief Executive Officer

REGULAR MEETING OF THE BOARD OF DIRECTORS
SALINAS VALLEY MEMORIAL HEALTHCARE SYSTEM

THURSDAY APRIL 28, 2022
4:00 P.M. – DOWNING RESOURCE CENTER, ROOMS A, B & C
SALINAS VALLEY MEMORIAL HOSPITAL
450 E. ROMIE LANE, SALINAS, CALIFORNIA
OR VIA TELECONFERENCE
(Visit svmh.com/virtualboardmeeting for Access Information)

Pursuant to SVMHS Board Resolution No. 2022-05, Assembly Bill 361, and guidance from the Monterey County Health Department in response to concerns regarding COVID-19, Board Members of Salinas Valley Memorial Healthcare System, a local health care district, are permitted to participate in this duly noticed public meeting via teleconference and certain requirements of The Brown Act are suspended.

AGENDA

		Presented By
I.	**Call to Order/Roll Call**	Victor Rey, Jr.
II.	**Closed Session** (See Attached Closed Session Sheet Information)	Victor Rey, Jr.
III.	**Reconvene Open Session/Closed Session Report** (Estimated time 5:00 pm)	Victor Rey, Jr.
IV.	**Report from the President/Chief Executive Officer**	Pete Delgado
V.	**Public Input**	Victor Rey, Jr.

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.

VI.	**Board Member Comments**	Board Members
VII.	**Consent Agenda—General Business**	Victor Rey, Jr.

(A Board Member may pull an item from the Consent Agenda for discussion.)

A. Minutes of the Regular Meeting of the Board of Directors, March 24, 2022
B. Minutes of the Special Meeting of the Board of Directors, April 11, 2022
C. Financial Report
D. Statistical Report
E. Policies
    1. Administrative Adjustment
    2. Aerosol Transmitted Diseases Exposure Control Plan
    3. Dispensing of Naloxone from Emergency Department
    4. Look Alike, Sound Alike Medication Management
    5. Transthoracic Echocardiogram for the Adult Patient

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

VIII. Reports on Standing and Special Committees

A. **Quality and Efficient Practices Committee** — Juan Cabrera

Minutes from the April 25, 2022 Quality and Efficient Practices Committee Meeting have been provided to the Board. Additional Report from Committee Chair, if any.

B. **Finance Committee** — Richard Turner

Minutes from the April 25, 2022 Finance Committee Meeting have been provided to the Board. The following recommendations have been made to the Board.

1. Recommend Board Approval Contract Amendment for HOK to Prepare Bridging Documents for SVMHS Master Plan's Surgery Suite Addition/Relocation.

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

2. Recommend Board Approval of Purchase Agreement for Pure Storage from CDW-G as a GPO Purchase

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

3. Recommend Board Approval of the Contract with BrandActive for SVMHS Rebranding Implementation

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

4. Recommend Board Approval of the contract with Sharecare for the SVMHS Digital Employee Wellness Platform

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

5. Recommend Board Approval of the Educational Services Agreement with Cope Health Solutions

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

C. **Personnel, Pension and Investment Committee** — Regina M. Gage

Minutes from the April 26, 2022 Personnel, Pension and Investment Committee Meeting have been provided to the Board. The following recommendation has been made to the Board.

1. Recommend Board Approval of (i) the Findings Supporting Recruitment of Maija Swanson, MD (ii) the Contract Terms for Dr. Swanson's Recruitment Agreement, and (iii) the Contract Terms for Dr. Swanson's Family Medicine Professional Services Agreement

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

2. Consider Recommendation for Board Approval of (i) the Contract Terms and Conditions for the Hospitalist Professional Services Agreement for Carolina Zanevchic, MD and (ii) the Contract Terms and Conditions for Dr. Zanevchic's COVID-19 Physician Loan Agreement

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

D. **Transformation, Strategic Planning and Governance Committee** — Joel Hernandez Laguna

Minutes from the April 27, 2022 Community Advocacy Committee Meeting have been provided to the Board. Additional Report from Committee Chair, if any.

IX. **Consider Board Resolution No. 2022-07 Proclaiming a Local Emergency, Ratifying the Proclamation of a State of Emergency by Governor's State of Emergency Declaration March 4, 2020, and Authorizing Remote Teleconference Meetings for the Period April 29, 2022 through May 28, 2022** — District Legal Counsel

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

X. **Report on Behalf of the Medical Executive Committee (MEC) Meeting of April 14, 2022, and Recommendations for Board Approval of the following:** — Theodore Kaczmar, Jr., M.D.

A. From the Credentials Committee:
   1. Credentials Committee Report
   2. Interdisciplinary Practice Committee Report

B. Policies/Plans:
   1. 2022 Risk Management Plan
   2. Andexanet alfa (Andexxa) Policy
   3. Electrocardiogram Nursing Standardized Procedure – Emergency Department

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

XI. **Extended Closed Session** (if necessary) — Victor Rey, Jr.

(See Attached Closed Session Sheet Information)

XII. **Adjournment** – The next Regular Meeting of the Board of Directors is scheduled for **Thursday, May 26, 2022, at 4:00 p.m.**

The complete Board packet including subsequently distributed materials and presentations is available at the Board Meeting and in the Human Resources Department of the District. All items appearing on the agenda are subject to action by the Board. Staff and Committee recommendations are subject to change by the Board.

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

SALINAS VALLEY MEMORIAL HEALTHCARE SYSTEM BOARD OF DIRECTORS
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

[ ] LICENSE/PERMIT DETERMINATION
(Government Code §54956.7)

Applicant(s): (Specify number of applicants)_____

[ ] CONFERENCE WITH REAL PROPERTY NEGOTIATORS
(Government Code §54956.8)

Property: (Specify street address, or if no street address, the parcel number or other unique reference, of the real property under negotiation): _____
Agency negotiator: (Specify names of negotiators attending the closed session): _____
Negotiating parties: (Specify name of party (not agent): _____

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

_____

[ ] 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):
_____, or

Case name unspecified: (Specify whether disclosure would jeopardize service of process or existing settlement negotiations): _____

[ ] CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION
(Government Code §54956.9)

Significant exposure to litigation pursuant to Section 54956.9(d)(2) or (3) (Number of potential cases):

Additional information required pursuant to Section 54956.9(e): _____

Initiation of litigation pursuant to Section 54956.9(d)(4) (Number of potential cases): _____

[ ] LIABILITY CLAIMS
(Government Code §54956.95)

Claimant: (Specify name unless unspecified pursuant to Section 54961):_____
Agency claimed against: (Specify name):_____

[ ] THREAT TO PUBLIC SERVICES OR FACILITIES
(Government Code §54957)

Consultation with: (Specify name of law enforcement agency and title of officer):_____

[ ] PUBLIC EMPLOYEE APPOINTMENT
(Government Code §54957)

Title: (Specify description of position to be filled):_____

[ ] PUBLIC EMPLOYMENT
(Government Code §54957)

Title: (Specify description of position to be filled):_____

[ ] PUBLIC EMPLOYEE PERFORMANCE EVALUATION
(Government Code §54957)

Title: (Specify position title of employee being reviewed):_____

[ ] PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE
(Government Code §54957)

(No additional information is required in connection with a closed session to consider discipline, dismissal, or release of a public employee. Discipline includes potential reduction of compensation.)

[ ] CONFERENCE WITH LABOR NEGOTIATOR
(Government Code §54957.6)

Agency designated representative: (Specify name of designated representatives attending the closed session): Pete Delgado

Employee organization: (Specify name of organization representing employee or employees in question):_____, or

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

[ ] CASE REVIEW/PLANNING
(Government Code §54957.8)

(No additional information is required to consider case review or planning.)

[X] 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

[X] 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. Report of the Medical Staff Quality and Safety Committee
2. Report of the Medical Staff Credentials Committee
3. Report of the Medical Staff Interdisciplinary Practice Committee

[ ] CHARGE OR COMPLAINT INVOLVING INFORMATION PROTECTED BY FEDERAL LAW (Government Code §54956.86)

(No additional information is required to discuss a charge or complaint pursuant to Section 54956.86.)

ADJOURN TO OPEN SESSION

CALL TO ORDER/ROLL CALL

(VICTOR REY, JR.)

CLOSED SESSION

(Report on Items to be Discussed in Closed Session)

(VICTOR REY, JR.)

RECONVENE OPEN SESSION/
CLOSED SESSION REPORT
(ESTIMATED TIME: 5:00 P.M.)

(VICTOR REY, JR.)

REPORT FROM THE PRESIDENT/ CHIEF EXECUTIVE OFFICER

(VERBAL)

(PETE DELGADO)

PUBLIC INPUT

BOARD MEMBER COMMENTS

(VERBAL)

REGULAR MEETING OF THE BOARD OF DIRECTORS
SALINAS VALLEY MEMORIAL HEALTHCARE SYSTEM

THURSDAY, MARCH 24, 2022 – 4:00 P.M.
DOWNING RESOURCE CENTER, ROOMS A, B & C
SALINAS VALLEY MEMORIAL HOSPITAL
450 E. ROMIE LANE, SALINAS, CALIFORNIA AND BY TELECONFERENCE

Pursuant to SVMHS Board Resolution No. 2022-02, Assembly Bill 361, and guidance from the Monterey County Health Department in response to concerns regarding COVID-19, Board Members of Salinas Valley Memorial Healthcare System, a local health care district, are permitted to participate in this duly noticed public meeting via teleconference and certain requirements of The Brown Act are suspended.

Present: In person: President Victor Rey, Jr., Directors Regina M. Gage, Juan Cabrera, Richard Turner, and Joel Hernandez Laguna.

Absent: None

Also Present: In person: Pete Delgado, President/Chief Executive Officer, Theodore Kaczmar, Jr., MD, Chief of Staff, and Matthew Ottone, Esq., District Legal Counsel.

Call to Order/Roll Call

A quorum was present and the meeting was called to order by President Victor Rey, Jr., at 4:03 p.m.

Closed Session

President Victor Rey, Jr., announced that the closed session items to be discussed in Closed Session as listed on the posted Agenda are: (1) Conference with Labor Negotiator concerning the National Union of Healthcare Workers, California Nurses Association, Local 39 and ESC Local 20; (2) Report Involving Trade Secret – Trade secrets, strategic planning, proposed new programs and services; (3) Hearings/Reports – Reports from the Medical Staff Quality and Safety Committee, Report of the Medical Staff Credentials Committee and Interdisciplinary Practice Committee.

The meeting was recessed into Closed Session under the Closed Session Protocol at 4:04 p.m. The Board completed its business of the Closed Session at 5:10 p.m.

Reconvene Open Session/Report on Closed Session

The Board reconvened Open Session at 5:27 p.m.. President Rey announced that in Closed Session the Board discussed: (1) Conference with Labor Negotiator concerning the National Union of Healthcare Workers, California Nurses Association, Local 39 and ESC Local 20; (2) Report Involving Trade Secret – Trade secrets strategic planning, proposed new programs and services; (3) Hearings/Reports – Reports from the Medical Staff Quality and Safety Committee, Report of the Medical Staff Credentials Committee and Interdisciplinary Practice Committee.

In Closed Session, the Board received and accepted the Medical Staff Quality and Safety Committee Report and Report of the Medical Staff Credentials Committee. No other action was taken by the Board.

Consider Resolution No. 2022-04 Recognizing Jorge David Alvarado for His Service to His Country, State, and Community

Victor Rey read Salinas Valley Memorial Healthcare System Resolution No. 2022-04 honoring Jorge David Alvarado, a five-year veteran of police services, who was shot and killed in the line of duty on February 25, 2022 while conducted a traffic stop in Salinas.

No Public Comment.

> MOTION: The Board of Directors adopts Resolution No. 2022-04 Recognizing Jorge David Alvarado for His Service to His Country, State, and Community, as presented.
>
> Moved/Seconded/Roll Call Vote: Ayes: Turner, Gage, Cabrera, Hernandez Laguna, Rey; Noes: None; Abstentions: None; Absent: None; Motion Carried.

Public Hearing Regarding Required Redistricting of Salinas Valley Memorial Healthcare System a Local Health Care District

As required by state law, the District is required to redraw the boundary lines of its electoral zones after each census. The process has been ongoing, and links to interactive Google maps have been made available to the public on the SVMHS website. The public can leave comments and upload maps on the website. The maps have been published in the newspaper, on social media and through news releases to educate the public and solicit input. Although the law only requires one public hearing before the Board prior to the adoption of new electoral zone boundaries, the District has opted to conduct three public hearings, of which this is the third of the three.

Matt Rexroad, of Redistricting Insights, presented digital and poster versions of the current zone map and two (2) proposed maps (versions 3 and 4 as requested). All proposed maps met requirements and represent population equality. Current district lines were reviewed. Map versions 3 and 4 represent the lowest possible deviation from current zone lines.

The Board elected to separate the decision on the adoption of new electoral zones boundaries from the numbering of the newly drawn electoral zones.

No Public input.

> MOTION: The Board of Directors adopts Map Version 4 adopting new geographical boundaries for Electoral Zones 1, 2, 3, 4, and 5.
>
> Moved/Seconded/Roll Call Vote: Ayes: Turner, Gage, Cabrera, Hernandez Laguna, Rey; Noes: None; Abstentions: None; Absent: None; Motion Carried.

The Board then discussed the designation of what Electoral Zones would be up for election beginning in November, 2022. Discussion ensued that the Board ought to make a decision that would be least disruptive to the public as to how they elect Board Members. The Board stated that Zones 1, 4 and 5 are currently slated for elections in November, 2022, and since Map 4 only created minor changes in the boundaries of Zones 1, 4 and 5 that it be best to maintain the current Zones for election in November 2022.

No Public Input.

MOTION: The Board of Directors designate that Zones 1, 4 and 5 shall be elected in the November 2022 General Election. Zones 2 and 3 shall be up for election in the November, 2024 General Election.

Moved/Seconded/Roll Call Vote: Ayes: Turner, Gage, Cabrera, Hernandez Laguna, Rey; Noes: None; Abstentions: None; Absent: None; Motion Carried.

The Board directed Mr. Rexroad to work with District Legal Counsel to prepare the appropriate Resolution to be brought to the Board to consider at the next regularly scheduled Board of Directors meeting.

Report from the President/Chief Executive Officer

Mr. Delgado reviewed "*The mission of Salinas Valley Memorial Healthcare System is to provide quality healthcare for our patients and to improve the health and well-being of our community.*" This month's Mission Moment features "Pandemic Preparedness, the Materials Management Department." A summary of key highlights centered on the pillars that are the foundation of the Hospital's vision for the organization, is as follows:

- Service
  - **Patient Experience:** Lisa Paulo presented the "why" of customer service from the patient satisfaction perspective.

    The Business Case: Good customer service impacts the business of providing health care. Investing in better patient experience benefits the patient and the organization through health management, coordination, communication, collaboration, lower risk for physicians and staff retention. Studies show that hospitals with higher HCAHPS ratings have higher net margins.

    The Quality Case: Ms. Paulo reviewed key agencies influencing the focus on patient satisfaction and why they care. Ms. Paulo shared statistics on preventable deaths, medical errors, adverse events, communication deficits and patients' lack of understanding regarding their care and follow-up. Engaged patients seek information, monitor their wellness, participate in self-care, provide feedback to their providers and are empowered to take greater responsibility for their health, in other words influencing care outside of the walls of the hospital.

    The SVMH Journey: HCAHPS Top Box Scores were shown compared to the Press Ganey (PG) mean scores showing SVMH continues to do exceptionally well and is on an upward trend compared to the declining PG mean. Percentile rankings from 1Q17-2Q22 were presented.

    Director Turner provided some feedback from his neighbor this week stating, "This place is the best. Everyone has been great." Regarding the national statistic *50% of patients with chronic diseases take just 50% of prescribed doses*, don't Director Hernandez Laguna asked why? Ms. Paulo stated while many factors are outside of our control, we are obligated to create the right environment of communication, understanding and social services to help the patient take responsibility for their health and obtain their prescriptions. Mr. Delgado stated our retail pharmacy will help with some of this.

  - **Quality Council:** Megan Lopez, MSN, RN, CNL, VA-BC, Chair of the Quality Council, reported on areas of focus regarding patient experience and other indicators. Data displays are developed for every patient care area and help keep staff focused on patient experience goals.

The data displays are posted every six (6) months but data is reviewed monthly to ensure timely reaction to changes is the data. The Quality Council has impacted *Patient satisfaction with Nursing* scores, falls by unit, employee engagement, hospital acquired conditions (HAC), and patient experience scores. Upcoming projects for the Quality Council include hand hygiene audit practices for all bedside nursing staff, updates from disease specific care coordinators (stroke/STEMI/joint) and reducing the number of interventions to allow for more specific and targeted goals.

- Quality
  - The SVMH Society of Thoracic Surgeons Coronary Artery Bypass Graft Quality (CABG) Rating has three 3-stars (the highest rating).
- Growth
  - John Tejeda, COO SVMC, Director of Business Development, reported the FY22 SVMC goal to have 40% of their patients activate enrollment in MyChart has been exceeded and is currently 43.72%.
- Finance
  - Government Affairs: Federal Update/CDC News:
    - Unvaccinated hospitalizations were 12 times higher than vaccinated individuals.
    - Vaccines had 90% protection against ventilation or death in hospitalized individuals.
    - The Federal Spending Bill includes important provisions for telehealth, 340B and maternal health.
  - Government Affairs: State Update
    - California's State of Emergency status keeps waivers in place enabling out-of-state health care workers to practice in California and physical space flexibilities allowing temporary expansion of emergency departments.
  - Review of industry news
    - 11 hospitals laying off workers, Bright Health lays of 150 workers, 9 hospitals cutting inpatient care, 892 hospitals national wide at risk of closure, what Amazon Care means for hospitals, Walmart adds a new health business.
- People
  - Employee Appreciation: Celebrated Employee Appreciation Day, Transit Driver Appreciation Day and Certified Nurses Day.
- Community
  - Ask the Experts: SVMHS Mobile Health Clinic presented in both English and Spanish
  - Earned Media: Daisy Award winners, Taylor Houlette, RN, and Adrienne Leyva, RN, in the Monterey Herald; Dr. Beck COVID-19 and pregnancy on KSBW; Drs. Radner and Poudel on COVID-19 variant updates; the Monterey Herald thanks to essential healthcare workers; Celebrating Certified Nurses Day on KSBW; Salinas Valley Chamber of Commerce *New COVID-19 protection available to immunocompromised*; Honoring fallen Salinas Police Officer Jorge David Alvarado.
  - Walk with a Doc with Dr. Joanna Oppenheim on April 30th. Topic *Plant Based Diets Made Easy.*
  - Honoring Director Regina Gage for participating in the Alliance on Aging Trashion Show as a model.

No Public Input

President Rey asked for any public input regarding items not on this agenda. No Public input was provided.

Board Member Comments

Directors Turner, Gage and Cabrera had no comments.

Director Hernandez Laguna thanked the hospital for supporting the community to vaccinate for COVID-19. Zipcode 93905 is 100% vaccinated. He attended the Spanish Ask the Experts on the Mobile Clinic and it was excellent. Steinbeck Elementary School has been Blue Zones Project approved. Director Hernandez Laguna is interested in the direction the upcoming Community Health Assessment will affect the next few years.

Director Rey thanked Renee Jaenicke, Director Internal Audit & Compliance, for her years of service and how well she monitored the arena of audit and compliance. Director Rey welcomed John Tejeda to the team. Mr. Rey also attended the Spanish Ask the Experts and agreed it was excellent.

Consent Agenda – General Business

A. Minutes of the Regular Meeting of the Board of Directors, February 24, 2022
B. Financial Report
C. Statistical Report
D. Policy

1. Amniotomy Standardized Procedure

President Rey presented the consent agenda items before the Board for action. This information was included in the Board packet.

No public comment

MOTION: The Board of Directors approves Consent Agenda – General Business, Items (A) through (D), as presented.

Moved/Seconded/Roll Call Vote: Ayes: Turner, Gage, Cabrera, Hernandez Laguna, Rey; Noes: None; Abstentions: None; Absent: None; Motion Carried.

Reports on Standing and Special Committees

Quality and Efficient Practices Committee

Juan Cabrera, Committee Chair, reported the minutes from the Quality and Efficient Practices Committee Meeting of March 21, 2022, were provided to the Board. The Committee received the same excellent Patient Care Services Update.

Finance Committee

Richard Turner, Committee Chair, reported the minutes from the Finance Committee Meeting of March 21, 2022, were provided to the Board. The Committee received a Balanced Scorecard – January

2022 update and the Financial Statistical Review update and the hospital continues to prosper. Background information supporting the proposed recommendations made by the Committee was included in the Board packet and summarized by Director Cabrera. The following recommendations were made by the Committee:

1. **Recommend Board Approval for the Two (2) Year Perfusion Services Agreement with Central Velley Perfusion, Inc.**

   No Public Comment.

   MOTION: The Finance Committee recommends Board of Directors approval for the Two (2) year Perfusion Services Agreement with Central Valley Perfusion, Inc., for an estimated total cost of $1,278,900.

   Moved/Seconded/Roll Call Vote: Ayes: Turner, Gage, Cabrera, Hernandez Laguna, Rey; Noes: None; Abstentions: None; Absent: None; Motion Carried.

2. **Recommendation for Board Approval of the Alliance Healthcare Services, Inc., MRI and PET/CT Contract**

   No Public Comment.

   MOTION: The Finance Committee recommends Board of Directors approval for the Alliance Healthcare Services, Inc., MRI and PET/CT contract to continue to provide MRI and PET/CT services for our patients in the amount of $6,890,413 over the course of the contract.

   Moved/Seconded/Roll Call Vote: Ayes: Turner, Gage, Cabrera, Hernandez Laguna, Rey; Noes: None; Abstentions: None; Absent: None; Motion Carried.

3. **Recommendation for Board Approval of Resolution No. 2022-03 Declaring Its Intent to Reimburse Project Expenditures from Proceeds of Indebtedness**

   No Public Comment.

   MOTION: The Finance Committee recommends Board of Directors adopts Resolution No. 2022-03 Declaring Its Intent to Reimburse Project Expenditures from Proceeds of Indebtedness.

   Moved/Seconded/Roll Call Vote: Ayes: Turner, Gage, Cabrera, Hernandez Laguna, Rey; Noes: None; Abstentions: None; Absent: None; Motion Carried.

4. **Recommendation for Board Approval of Limited Partnership Interest Sale and Purchase Agreement of Vantage Surgery Center, L.P. by and Between STM, LLC and Salinas Valley Memorial Healthcare System**

   No Public Comment.

   MOTION: The Finance Committee recommends Board of Directors approval for the Limited Partnership Interest Sale and Purchase Agreement of Vantage Surgery Center, L.P. by and Between STM, LLC and Salinas Valley Memorial Healthcare System.

   Moved/Seconded/Roll Call Vote: Ayes: Turner, Gage, Cabrera, Hernandez Laguna, Rey; Noes: None; Abstentions: None; Absent: None; Motion Carried.

Personnel, Pension and Investment Committee

Regina M. Gage, Committee Chair, reported the minutes from the Personnel, Pension and Investment Committee Meeting of March 22, 2022, were provided to the Board. Background information supporting the proposed recommendation made by the Committee was included in the Board packet and summarized by Director Gage. The following recommendation was made by the Committee:

1. **Recommendation for Board Approval to Fund an Additional Amount to the Salinas Valley Memorial Healthcare District Employees' Pension Plan**

   No Public Comment.

   MOTION: The Personnel, Pension and Investment Committee recommends Board of Director approval to make an additional contribution of $45,000,000 (Forty-Five Million Dollars) to the Salinas Valley Memorial Healthcare District Employees' Pension Plan for Calendar Year 2022 in addition to the actuarially determined required minimum contribution. The contribution would be made on or before the end of Calendar Year 2022.

   Moved/Seconded/Roll Call Vote: Ayes: Turner, Gage, Cabrera, Hernandez Laguna, Rey; Noes: None; Abstentions: None; Absent: None; Motion Carried.

Community Advocacy Committee

Regina M. Gage, Committee Chair, reported the minutes from the Community Advocacy Committee Meeting of March 22, 2022, were provided to the Board. No recommendations were made by the Committee: Director Gage commented it was educational to hear about all the supportive work being done by the Mobile Clinic, the Blue Zones Project, the first collaborative Community Health Needs Assessment, the Service League and the Foundation. Director Rey indicated he also attended and he agreed the information was impressive.

Corporate Compliance and Audit Committee

Juan Cabrera, Committee Chair, reported the minutes from the Corporate Compliance and Audit Committee Meeting of March 22, 2022, were provided to the Board. No recommendations were made by the Committee: Director Cabrera reported there was an excellent presentation by Renee Jaenicke, Director Internal Audit & Compliance, and he thanked Ms. Jaenicke for her willingness to help during the transition of her retirement and filling the Director position. Director Hernandez Laguna thanked Ms. Jaenicke for helping him as a new Board member to understand compliance and its components. Director Gage thanked Ms. Jaenicke and Natalie James, Contract Administrator for the reminders.

Consider Resolution No. 2022-05 Proclaiming a Local Emergency, Ratifying the Proclamation of a State of Emergency by Governor's State of Emergency Declaration on March 4, 2020, and Authorizing Remote Teleconference Meetings for the Period March 25, 2022 through April 30, 2022

Matthew Ottone, Esq., District Legal Counsel, reported there was a typo in the agenda. The correct number for this resolution is Resolution No. 2022-05. The resolution was included in the Board Packet, for the Board's consideration. Director Rey commented the resolution he has for signature is correctly numbered. The resolution is necessary to continue remote attendance by the District Board at Committee meetings and regular Board Meetings with waiver of certain requirements under The Brown Act.

No Public Comment.

MOTION: The Board of Directors adopts Resolution No. 2022-05 Proclaiming a Local Emergency, Ratifying the Proclamation of a State of Emergency by Governor's State of Emergency Declaration on March 4, 2020, and Authorizing Remote Teleconference Meetings for the Period March 25 through April 30, 2022, as presented.

Moved/Seconded/Roll Call Vote: Ayes: Turner, Gage, Cabrera, Hernandez Laguna, Rey; Noes: None; Abstentions: None; Absent: None; Motion Carried.

Report on Behalf of the Medical Executive Committee (MEC) Meeting of March 10, 2022, and Recommendations for Board Approval of the following:

The following recommendations from the Medical Executive Committee (MEC) Meeting of March 10, 2022, were reviewed by Rakesh Singh, MD, Vice Chief of Staff, and recommended for Board approval.

Recommend Board Approval of the Following:

A. From the Credentials Committee:
   1. Credentials Committee Report
B. Policies/Procedures/Plans:
   1. Quality Assessment and Performance Improvement Plan 2022

Dr. Singh announced three (3) new physicians were approved for initial appointment, one (1) physician requested leave of absence, two (2) physicians requested emeritus status, three (3) physicians resigned and Department of Surgery New laparoscopic sleeve gastrectomy special procedure was approved.

No Public Comment.

MOTION: The Board of Directors approves Recommendation (A) through (B) of the March 10, 2022, Medical Executive Committee Meeting, as presented.

Moved/Seconded/Roll Call Vote: Ayes: Turner, Gage, Cabrera, Hernandez Laguna, Rey; Noes: None; Abstentions: None; Absent: None; Motion Carried.

Extended Closed Session

President Rey announced that there will be no Extended Closed Session.

Adjournment The next Regular Meeting of the Board of Directors is scheduled for **Thursday, April 28, 2022 at 4:00 p.m.** There being no further business, the meeting was adjourned at 6:44 p.m.

Juan Cabrera
Secretary, Board of Directors

/kmh

SPECIAL MEETING OF THE BOARD OF DIRECTORS
SALINAS VALLEY MEMORIAL HEALTHCARE SYSTEM

MONDAY, APRIL 11, 2022 – 2:30 P.M.
DOWNING RESOURCE CENTER, ROOMS A, B & C
SALINAS VALLEY MEMORIAL HOSPITAL
450 E. ROMIE LANE, SALINAS, CALIFORNIA AND BY TELECONFERENCE

Pursuant to SVMHS Board Resolution No. 2022-05, Assembly Bill 361, and guidance from the Monterey County Health Department in response to concerns regarding COVID-19, Board Members of Salinas Valley Memorial Healthcare System, a local health care district, are permitted to participate in this duly noticed public meeting via teleconference and certain requirements of The Brown Act are suspended.

Present: Via Teleconference: President Victor Rey, Jr., Directors Regina M. Gage, Juan Cabrera, Richard Turner, and Joel Hernandez Laguna.

Absent: None

Also Present: In person: Gary Ray, Chief Administrative Officer, SVMC, John Tejeda, Chief Operating Officer, SVMC; Via Teleconference: Pete Delgado, President/Chief Executive Officer, Adrienne Laurent, Chief Strategic Communication Officer, and Matthew Ottone, Esq., District Legal Counsel.

Call to Order/Roll Call

A quorum was present and the meeting was called to order by President Victor Rey, Jr., at 2:34 p.m.

Director Gaged joined the meeting at 2:36 p.m.

Consider Resolution No. 2022-06 Adopting Electoral Zones for the Election of Members of the Board of Directors and Setting the Order of Election of Electoral Zones

The Salinas Valley Memorial Healthcare System Resolution No. 2022-06 Adopting Electoral Zones for the Election of Members of the Board of Directors and Setting the Order of Election of Electoral Zones was included in the Special Board Meeting packet. Mr. Ottone stated the resolution codifying the prior vote of the Board at the Regular Board Meeting in March is required to be provided to the Monterey County Elections Department to redraw the boundary lines of its electoral zones after the most recent census.

No Public Comment.

> MOTION: The Board of Directors adopts Resolution No. 2022-06 Adopting Electoral Zones for the Election of Members of the Board of Directors and Setting the Order of Election of Electoral Zones, as presented.
>
> Moved/Seconded/Roll Call Vote: Ayes: Cabrera, Turner, Hernandez Laguna, Gage, Rey; Noes: None; Abstentions: None; Absent: None; Motion Carried.

Adjournment There being no further business, the meeting was adjourned at 2:39 p.m.

Juan Cabrera
Secretary, Board of Directors
/kmh

Financial Performance Review

March 2022

Scott Cleveland for Augustine Lopez
Chief Financial Officer

Consolidated Financial Summary
For the Month of March 2022

Profit/Loss Statement

$ in Millions	For the Month of March 2022			
			Variance fav (unfav)	
	Actual	Budget	$VAR	%VAR
Operating Revenue	$ 59.7	$ 54.4	$ 5.3	9.7%
Operating Expense	$ 55.0	$ 53.1	$ (1.9)	-3.6%
Income from Operations*	**$ 4.7**	**$ 1.3**	**$ 3.4**	**261.5%**
Operating Margin %	*8.0%*	*2.3%*	*5.7%*	*247.83%*
Non Operating Income**	$ (4.1)	$ 1.1	$ (5.2)	-472.7%
Net Income	**$ 0.6**	**$ 2.4**	**$ (1.8)**	**-75.0%**
Net Income Margin %	*1.1%*	*4.3%*	*-3.2%*	*-74.4%*

Operating Performance highlights*:

- Total Net Revenues were $5.3M (10%) above budget
- Very strong ER and Outpatient activity for the month
- IP Admissions were above budget by 12% and ADC by 2%
- IP Surgeries were 24% above budget

The above was partially offset by the following:

- The Contract labor was very high at a $3.0M coupled with high utilization of overtime which was needed to support the high amount of surgical, ER and other outpatient activity and acuity

****Non-operating income** was below budget predominately due to mark-to-market adjustments in investment portfolios.

Consolidated Financial Summary
Year-to-Date March 2022

Profit/Loss Statement

$ in Millions	FY 2022 YTD March			
			Variance fav (unfav)	
	Actual	Budget	$VAR	%VAR
Operating Revenue	$ 522.3	$ 473.7	$ 48.6	10.3%
Operating Expense	$ 477.4	$ 463.5	$ (13.9)	-3.0%
Income from Operations*	**$ 44.9**	**$ 10.2**	**$ 34.7**	**340.2%**
Operating Margin %	*8.6%*	*2.1%*	*6.5%*	*309.5%*
Non Operating Income**	$ (4.6)	$ 9.8	$ (14.4)	-146.9%
Net Income	**$ 40.3**	**$ 20.0**	**$ 20.3**	**101.5%**
Net Income Margin %	*7.7%*	*4.2%*	*3.5%*	*83.3%*

*** Income from Operations includes:**

$1.9M AB113 Intergovernmental Transfer Payment (FY 20-21)

<$1.0M> Medi-Cal Cost Report Final Settlement (FY18)

$0.5M AB113 Intergovernmental Transfer Payment (FY 19-20)

$3.9M Hospital Quality Assurance Fee (CY 2021)

$5.3M Total Normalizing Items, Net

**** Non Operating Income includes:**

$1.1M Doctors on Duty Forgiven Paycheck Protection Program Loan

Consolidated Financial Summary
Year-to-Date March 2022 - Normalized

Profit/Loss Statement

$ in Millions	FY 2022 YTD March			
			Variance fav (unfav)	
	Actual	Budget	$VAR	%VAR
Operating Revenue	$ 517.1	$ 473.7	$ 43.4	9.2%
Operating Expense	$ 477.4	$ 463.5	$ (13.9)	-3.0%
Income from Operations	**$ 39.7**	**$ 10.2**	**$ 29.5**	**289.2%**
Operating Margin %	*7.7%*	*2.1%*	*5.6%*	*266.7%*
Non Operating Income	$ (5.7)	$ 9.8	$ (15.5)	-158.2%
Net Income	**$ 34.0**	**$ 20.0**	**$ 14.0**	**70.0%**
Net Income Margin %	*6.6%*	*4.2%*	*2.4%*	*57.1%*

SVMH Financial Highlights March 2022

Gross Revenues were **favorable**

- **Gross Revenues** were 11% *favorable* to budget
- **IP gross revenues** were **4%** *favorable* to budget
- **ED gross revenues were 17% above budget**
- **OP gross revenues were 28% favorable to budget in the following areas:**
  - Infusion Therapy
  - Surgery
  - Cardiology
  - Radiology
  - Other OP Pharmacy
  - Other OP Services

- **Commercial: 5%** above budget
- **Medicaid: 10% above** budget
- **Medicare: 20% above** budget

Payor Mix – *unfavorable* to budget

Total Normalized Net Patient Revenues were **$52.2M**, which was *favorable* to budget by **$6.1M** or 13%

Financial Summary – March 2022

1) Higher than expected Inpatient business:

- Average daily census was at 117, 2% above budget of 115

2) Total admissions were 12% (102 admits) above budget

- ER admissions were 11% above budget (73 admits)
- ER admissions (including OB ED) were 82% of total acute admissions

3) ER Outpatient visits were above budget by 33% (955 visits)

4) Inpatient Surgeries cases were 24% (33 cases) above budget predominately in Neurosurgery and Urology

5) Higher than expected Outpatient business:

- Predominantly due to higher than budgeted volumes in Infusion Therapy, Cardiology, Radiology, and Other Outpatient Services

6) Medicare Traditional ALOS CMI adjusted 2% unfavorable at 2.5 days with a Case Mix Index of 1.7

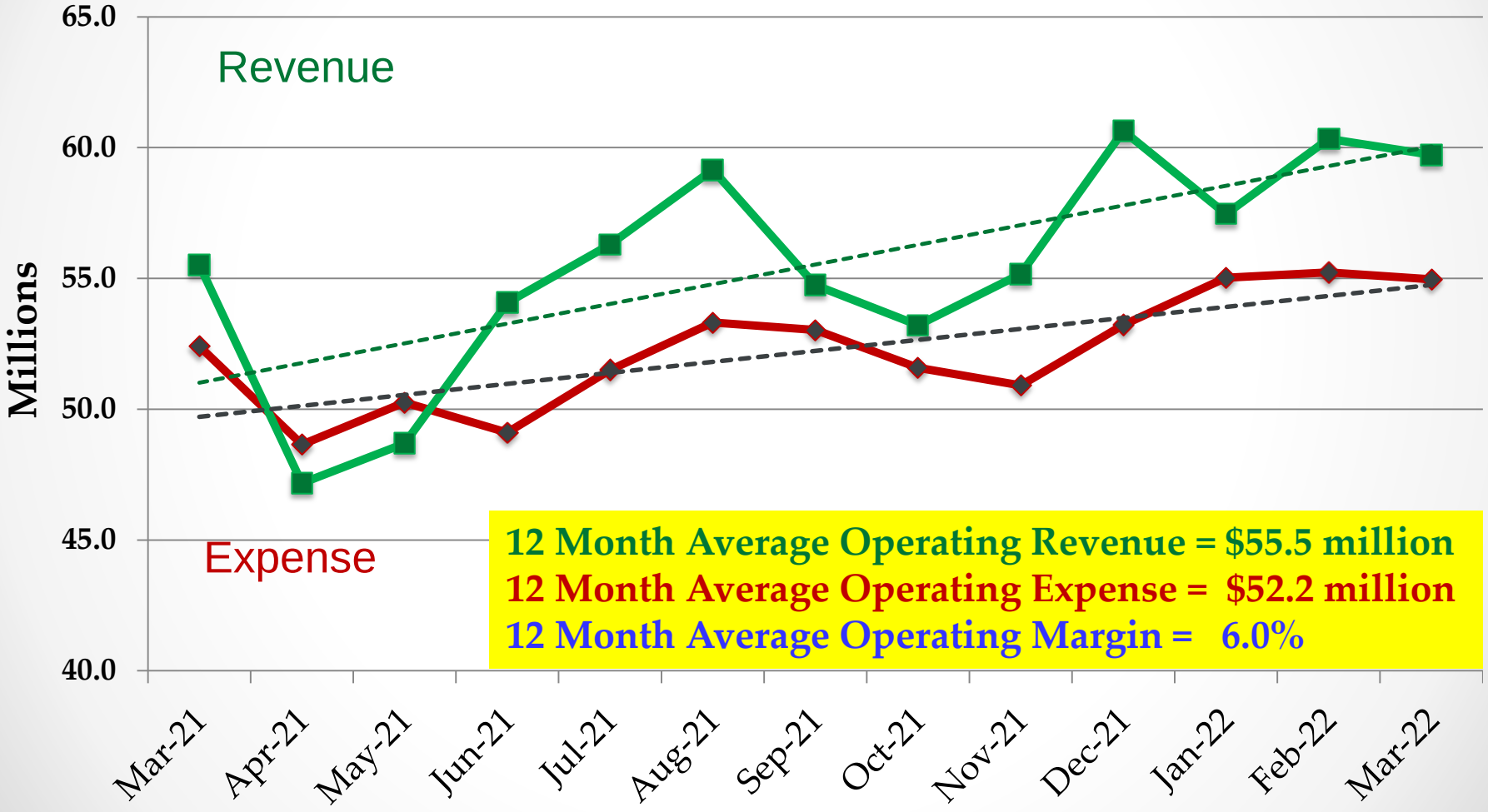
7) Outpatient Surgeries were 7% (21 cases) below budget

8) Deliveries were 16% (23 deliveries) below budget at 121

9) OP Observation cases were 14% (21 cases) above budget at 177

SVMHS Operating Revenues & Expenses (Normalized)

Rolling 12 Months: April 21 to March 22



12 Month Average Operating Revenue = $55.5 million
12 Month Average Operating Expense = $52.2 million
12 Month Average Operating Margin = 6.0%

SVMHS Key Financial Indicators

Statistic	YTD Mar-22	SVMHS Target	+/-	S&P A+ Rated Hospitals	+/-	YTD Mar-21	+/-
Operating Margin*	7.7%	9.0%		4.0%		6.4%	
Total Margin*	6.6%	10.8%		6.6%		8.6%	
EBITDA Margin**	11.6%	13.4%		13.6%		10.5%	
Days of Cash*	350	305		249		344	
Days of Accounts Payable*	48	45		-		46	
Days of Net Accounts Receivable*	51	45		49		55	
Supply Expense as % NPR	12.8%	15.0%		-		12.9%	
SWB Expense as % NPR	50.5%	53.0%		53.7%		53.5%	
Operating Expense per APD*	6,323	4,992		-		6,248	

*These metrics have been adjusted for normalizing items

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

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

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

QUESTIONS / COMMENTS

SALINAS VALLEY MEMORIAL HOSPITAL
SUMMARY INCOME STATEMENT
March 31, 2022

	Month of March,		Nine months ended March 31,	
	current year	prior year	current year	prior year
Operating revenue:				
Net patient revenue	$ 52,195,386	$ 47,429,916	$ 446,589,519	$ 435,302,557
Other operating revenue	842,784	870,880	8,667,548	10,855,026
Total operating revenue	53,038,170	48,300,796	455,257,067	446,157,583
Total operating expenses	44,903,757	41,323,854	380,496,960	371,725,173
Total non-operating income	(6,964,782)	(1,866,340)	(33,161,243)	(26,451,935)
Operating and non-operating income	$ 1,169,631	$ 5,110,601	$ 41,598,864	$ 47,980,475

SALINAS VALLEY MEMORIAL HOSPITAL
BALANCE SHEETS
March 31, 2022

	Current year	Prior year
ASSETS:		
Current assets	$ 422,457,322	$ 405,963,920
Assets whose use is limited or restricted by board	146,993,729	139,617,493
Capital assets	239,259,178	257,044,327
Other assets	215,462,444	194,234,762
Deferred pension outflows	50,119,236	83,379,890
	$ 1,074,291,909	$ 1,080,240,392
LIABILITIES AND EQUITY:		
Current liabilities	124,465,302	145,331,780
Long term liabilities	14,288,063	14,780,904
	83,585,120	126,340,336
Net assets	851,953,424	793,787,372
	$ 1,074,291,909	$ 1,080,240,392

SALINAS VALLEY MEMORIAL HOSPITAL
SCHEDULES OF NET PATIENT REVENUE
March 31, 2022

	Month of March,		Nine months ended March 31,	
	current year	prior year	current year	prior year
Patient days:				
By payer:				
Medicare	1,904	1,769	15,817	15,372
Medi-Cal	942	944	8,791	9,510
Commercial insurance	750	730	6,803	7,118
Other patient	40	162	931	1,139
Total patient days	3,636	3,605	32,342	33,139
Gross revenue:				
Medicare	$ 100,544,135	$ 96,464,718	$ 830,959,460	$ 745,058,743
Medi-Cal	60,736,073	54,106,484	501,247,564	478,023,577
Commercial insurance	54,777,161	47,268,300	449,602,841	438,642,073
Other patient	5,841,161	9,020,049	70,672,769	74,375,095
Gross revenue	221,898,530	206,859,551	1,852,482,634	1,736,099,489
Deductions from revenue:				
Administrative adjustment	213,866	258,412	2,641,014	2,953,436
Charity care	227,479	1,618,702	7,404,698	8,746,858
Contractual adjustments:				
Medicare outpatient	31,309,897	29,474,721	244,117,053	217,956,379
Medicare inpatient	43,412,916	41,477,237	366,158,966	335,532,532
Medi-Cal traditional outpatient	3,894,701	2,399,664	26,051,851	18,414,714
Medi-Cal traditional inpatient	6,513,161	5,153,618	55,522,204	66,320,197
Medi-Cal managed care outpatient	23,437,691	20,173,907	194,277,087	161,765,154
Medi-Cal managed care inpatient	20,891,767	20,050,924	166,931,060	165,420,438
Commercial insurance outpatient	18,824,505	16,947,025	146,788,581	139,560,458
Commercial insurance inpatient	17,458,897	17,166,458	156,650,648	144,151,005
Uncollectible accounts expense	4,260,182	3,616,920	33,815,044	31,781,522
Other payors	(741,918)	1,092,047	5,534,909	8,194,239
Deductions from revenue	169,703,144	159,429,636	1,405,893,115	1,300,796,932
Net patient revenue	$ 52,195,386	$ 47,429,916	$ 446,589,519	$ 435,302,557
Gross billed charges by patient type:				
Inpatient	$ 113,982,972	$ 111,767,856	$ 995,551,261	$ 966,010,712
Outpatient	81,100,301	74,010,669	619,538,376	581,827,837
Emergency room	26,815,257	21,081,026	237,392,999	188,260,939
Total	$ 221,898,530	$ 206,859,551	$ 1,852,482,636	$ 1,736,099,489

SALINAS VALLEY MEMORIAL HOSPITAL
STATEMENTS OF REVENUE AND EXPENSES
March 31, 2022

	Month of March,		Nine months ended March 31,	
	current year	prior year	current year	prior year
Operating revenue:				
Net patient revenue	$ 52,195,386	$ 47,429,916	$ 446,589,519	$ 435,302,557
Other operating revenue	842,784	870,880	8,667,548	10,855,026
Total operating revenue	53,038,170	48,300,796	455,257,067	446,157,583
Operating expenses:				
Salaries and wages	16,145,520	15,513,674	139,406,231	142,970,822
Compensated absences	2,420,841	2,509,569	24,182,544	23,575,957
Employee benefits	7,290,572	6,604,461	62,733,382	65,354,877
Supplies, food, and linen	7,116,296	6,064,210	56,907,920	55,792,814
Purchased department functions	3,506,751	3,585,883	30,339,667	28,560,584
Medical fees	1,531,307	1,947,201	16,600,161	15,590,221
Other fees	3,744,593	1,975,660	21,544,447	13,119,636
Depreciation	1,873,914	1,798,937	16,559,159	16,100,727
All other expense	1,273,963	1,324,259	12,223,449	10,659,535
Total operating expenses	44,903,757	41,323,854	380,496,960	371,725,173
Income from operations	8,134,413	6,976,942	74,760,107	74,432,410
Non-operating income:				
Donations	220,220	166,667	1,575,873	2,000,000
Property taxes	333,333	333,333	3,000,000	3,000,000
Investment income	(4,239,802)	(558,512)	(12,145,284)	140,225
Taxes and licenses	0	0	0	0
Income from subsidiaries	(3,278,533)	(1,807,828)	(25,591,832)	(31,592,160)
Total non-operating income	(6,964,782)	(1,866,340)	(33,161,243)	(26,451,935)
Operating and non-operating income	1,169,631	5,110,601	41,598,864	47,980,475
Net assets to begin	850,783,792	788,676,770	810,354,560	745,806,898
Net assets to end	$ 851,953,424	$ 793,787,372	$ 851,953,425	$ 793,787,372
Net income excluding non-recurring items	$ 1,169,631	$ 4,700,157	$ 35,306,488	$ 40,199,331
Non-recurring income (expense) from cost report settlements and re-openings and other non-recurring items	0	410,444	6,292,376	7,781,144
Operating and non-operating income	$ 1,169,631	$ 5,110,601	$ 41,598,864	$ 47,980,475

SALINAS VALLEY MEMORIAL HOSPITAL
SCHEDULES OF INVESTMENT INCOME
March 31, 2022

	Month of March,		Nine months ended March 31,	
	current year	prior year	current year	prior year
Detail of other operating income:				
Dietary revenue	$ 149,349	$ 133,139	$ 1,260,824	$ 1,196,487
Discounts and scrap sale	(1,774)	238,710	1,046,179	755,218
Sale of products and services	93,822	9,523	657,228	179,090
Clinical trial fees	0	56,016	27,700	102,144
Stimulus Funds	0	0	0	0
Rental income	160,131	173,421	1,449,698	1,443,620
Other	441,256	260,071	4,225,919	7,178,467
Total	$ 842,784	$ 870,880	$ 8,667,548	$ 10,855,026
Detail of investment income:				
Bank and payor interest	$ 72,742	$ 155,425	$ 777,049	$ 1,070,171
Income from investments	(4,312,768)	(724,438)	(12,609,817)	(968,440)
Gain or loss on property and equipment	225	10,500	(312,516)	38,494
Total	$ (4,239,802)	$ (558,512)	$ (12,145,284)	$ 140,225
Detail of income from subsidiaries:				
Salinas Valley Medical Center:				
Pulmonary Medicine Center	$ (244,021)	$ (254,874)	$ (1,678,245)	$ (1,679,829)
Neurological Clinic	(61,897)	42,495	(491,709)	(615,676)
Palliative Care Clinic	(77,236)	(99,836)	(729,112)	(685,930)
Surgery Clinic	(90,377)	(126,805)	(1,104,936)	(1,500,414)
Infectious Disease Clinic	(13,195)	(45,391)	(234,678)	(259,486)
Endocrinology Clinic	(133,400)	(139,673)	(1,124,905)	(1,603,861)
Early Discharge Clinic	0	0	0	0
Cardiology Clinic	(644,457)	(112,628)	(3,891,257)	(4,286,539)
OB/GYN Clinic	(332,399)	(167,826)	(2,861,166)	(3,107,049)
PrimeCare Medical Group	(53,445)	(230,374)	(3,860,502)	(7,667,455)
Oncology Clinic	(725,049)	(261,270)	(2,335,730)	(2,465,264)
Cardiac Surgery	(70,877)	(68,360)	(1,476,004)	(1,465,452)
Sleep Center	(28,146)	18,928	(274,514)	(516,695)
Rheumatology	(42,053)	(102,569)	(483,372)	(454,445)
Precision Ortho MDs	(363,921)	(78,584)	(2,577,110)	(3,285,799)
Precision Ortho-MRI	0	(55)	0	(1,570)
Precision Ortho-PT	(58,142)	(62,364)	(456,445)	(439,341)
Vaccine Clinic	(303)	0	(52,863)	0
Dermatology	(6,334)	(32,555)	(139,664)	(277,359)
Hospitalists	0	0	0	0
Behavioral Health	(47,103)	(96,071)	(585,012)	(674,405)
Pediatric Diabetes	(31,864)	(63,171)	(380,843)	(305,803)
Neurosurgery	(5,970)	(10,773)	(206,924)	(260,061)
Multi-Specialty-RR	5,130	14,638	74,956	34,311
Radiology	(231,294)	(104,926)	(2,138,984)	(1,755,971)
Salinas Family Practice	(44,610)	(13,982)	(797,930)	(13,982)
Urology	(60,566)	0	(70,002)	0
Total SVMC	(3,361,529)	(1,996,026)	(27,876,951)	(33,288,075)
Doctors on Duty	(151,473)	(53,246)	(198,908)	127,825
Assisted Living	0	(6,987)	0	(61,346)
Salinas Valley Imaging	0	0	0	(19,974)
Vantage Surgery Center	37,808	11,410	220,554	176,761
LPCH NICU JV	0	0	0	0
Central Coast Health Connect	0	0	0	0
Monterey Peninsula Surgery Center	157,983	87,646	2,010,846	792,671
Aspire/CHI/Coastal	17,706	64,579	(238,638)	(60,579)
Apex	0	33,824	103,759	70,531
21st Century Oncology	4,862	15,768	67,022	(56,516)
Monterey Bay Endoscopy Center	16,111	35,206	320,485	726,543
Total	$ (3,278,533)	$ (1,807,828)	$ (25,591,832)	$ (31,592,160)

SALINAS VALLEY MEMORIAL HOSPITAL
BALANCE SHEETS
March 31, 2022

	Current year	Prior year
A S S E T S		
Current assets:		
Cash and cash equivalents	$ 311,156,889	$ 301,377,642
Patient accounts receivable, net of estimated uncollectibles of $24,623,402	89,863,712	87,793,712
Supplies inventory at cost	8,120,242	8,406,686
Other current assets	13,316,479	8,385,880
Total current assets	422,457,322	405,963,920
Assets whose use is limited or restricted by board	146,993,729	139,617,493
Capital assets:		
Land and construction in process	38,086,516	48,483,144
Other capital assets, net of depreciation	201,172,662	208,561,183
Total capital assets	239,259,178	257,044,327
Other assets:		
Investment in Securities	129,942,027	148,035,498
Investment in SVMC	10,906,219	16,172,312
Investment in Aspire/CHI/Coastal	1,748,729	4,712,439
Investment in other affiliates	21,611,632	21,944,144
Net pension asset	51,253,837	3,370,369
Total other assets	215,462,444	194,234,762
Deferred pension outflows	50,119,236	83,379,890
	$ 1,074,291,909	$ 1,080,240,392
L I A B I L I T I E S A N D N E T A S S E T S		
Current liabilities:		
Accounts payable and accrued expenses	$ 57,025,392	$ 53,306,671
Due to third party payers	49,185,523	74,164,402
Current portion of self-insurance liability	18,254,387	17,860,707
Total current liabilities	124,465,302	145,331,780
Long term portion of workers comp liability	14,288,063	14,780,904
Total liabilities	138,753,365	160,112,684
Pension liability	83,585,120	126,340,336
Net assets:		
Invested in capital assets, net of related debt	239,259,178	257,044,327
Unrestricted	612,694,246	536,743,045
Total net assets	851,953,424	793,787,372
	$ 1,074,291,909	$ 1,080,240,392

SALINAS VALLEY MEMORIAL HOSPITAL
STATEMENTS OF REVENUE AND EXPENSES - BUDGET VS. ACTUAL
March 31, 2022

	Month of March,				Nine months ended March 31,			
	Actual	Budget	Variance	% Var	Actual	Budget	Variance	% Var
Operating revenue:								
Gross billed charges	$ 221,898,530	$ 199,588,021	22,310,509	11.18%	$ 1,852,482,634	$ 1,746,462,423	106,020,211	6.07%
Dedutions from revenue	169,703,144	153,526,228	16,176,916	10.54%	1,405,893,115	1,341,165,646	64,727,469	4.83%
Net patient revenue	52,195,386	46,061,793	6,133,593	13.32%	446,589,519	405,296,777	41,292,742	10.19%
Other operating revenue	842,784	944,363	(101,579)	-10.76%	8,667,548	7,365,861	1,301,687	17.67%
Total operating revenue	**53,038,170**	**47,006,156**	**6,032,014**	**12.83%**	**455,257,067**	**412,662,638**	**42,594,429**	**10.32%**
Operating expenses:								
Salaries and wages	16,145,520	16,479,466	(333,946)	-2.03%	139,406,231	139,274,683	131,548	0.09%
Compensated absences	2,420,841	2,083,850	336,991	16.17%	24,182,544	24,065,972	116,572	0.48%
Employee benefits	7,290,572	7,400,963	(110,391)	-1.49%	62,733,382	63,633,848	(900,466)	-1.42%
Supplies, food, and linen	7,116,296	6,037,102	1,079,194	17.88%	56,907,920	52,697,005	4,210,915	7.99%
Purchased department functions	3,506,751	3,094,987	411,764	13.30%	30,339,667	27,652,209	2,687,458	9.72%
Medical fees	1,531,307	1,830,070	(298,763)	-16.33%	16,600,161	16,445,467	154,694	0.94%
Other fees	3,744,593	882,716	2,861,877	324.21%	21,544,447	8,318,740	13,225,707	158.99%
Depreciation	1,873,914	1,881,816	(7,902)	-0.42%	16,559,159	16,184,122	375,037	2.32%
All other expense	1,273,963	1,445,868	(171,905)	-11.89%	12,223,449	12,874,021	(650,572)	-5.05%
Total operating expenses	**44,903,757**	**41,136,839**	**3,766,918**	**9.16%**	**380,496,960**	**361,146,067**	**19,350,893**	**5.36%**
Income from operations	**8,134,413**	**5,869,318**	**2,265,095**	**38.59%**	**74,760,107**	**51,516,571**	**23,243,536**	**45.12%**
Non-operating income:								
Donations	220,220	166,667	53,553	32.13%	1,575,873	1,500,000	75,873	5.06%
Property taxes	333,333	333,333	(0)	0.00%	3,000,000	3,000,000	0	0.00%
Investment income	(4,239,802)	(63,302)	(4,176,500)	6597.79%	(12,145,284)	(569,714)	(11,575,570)	2031.82%
Income from subsidiaries	(3,278,533)	(4,139,162)	860,629	-20.79%	(25,591,832)	(36,951,531)	11,359,699	-30.74%
Total non-operating income	**(6,964,782)**	**(3,702,463)**	**(3,262,318)**	**88.11%**	**(33,161,243)**	**(33,021,245)**	**(139,999)**	**0.42%**
Operating and non-operating income	**$ 1,169,631**	**$ 2,166,854**	**(997,223)**	**-46.02%**	**$ 41,598,864**	**$ 18,495,326**	**23,103,538**	**124.92%**

SALINAS VALLEY MEMORIAL HOSPITAL
PATIENT STATISTICAL REPORT
For the month of Mar and nine months to date

	Month of Mar		Nine months to date		
	2021	2022	2020-21	2021-22	Variance
NEWBORN STATISTICS					
Medi-Cal Admissions	42	33	392	365	(27)
Other Admissions	93	89	851	870	19
Total Admissions	135	122	1,243	1,235	(8)
Medi-Cal Patient Days	67	53	590	562	(28)
Other Patient Days	169	155	1,390	1,233	(157)
Total Patient Days of Care	236	208	1,980	1,795	(185)
Average Daily Census	7.6	6.7	7.2	6.6	(0.7)
Medi-Cal Average Days	1.7	1.8	1.6	1.6	0.0
Other Average Days	0.9	1.8	1.6	1.4	(0.2)
Total Average Days Stay	1.7	1.8	1.6	1.5	(0.1)
ADULTS & PEDIATRICS					
Medicare Admissions	351	398	2,867	3,100	233
Medi-Cal Admissions	289	239	2,126	2,145	19
Other Admissions	370	301	2,498	2,727	229
Total Admissions	1,010	938	7,491	7,972	481
Medicare Patient Days	1,522	1,668	13,385	13,537	152
Medi-Cal Patient Days	1,025	947	9,859	9,109	(750)
Other Patient Days	921	1,005	8,721	6,041	(2,680)
Total Patient Days of Care	3,468	3,620	31,965	28,687	(3,278)
Average Daily Census	111.9	116.8	116.7	104.7	(12.0)
Medicare Average Length of Stay	4.4	4.2	4.6	4.3	(0.3)
Medi-Cal AverageLength of Stay	3.5	3.4	3.8	3.5	(0.3)
Other Average Length of Stay	2.6	2.6	2.6	1.7	(0.9)
Total Average Length of Stay	3.5	3.4	3.6	3.1	(0.5)
Deaths	28	20	348	254	(94)
Total Patient Days	3,704	3,828	33,945	30,482	(3,463)
Medi-Cal Administrative Days	1	4	165	191	26
Medicare SNF Days	0	0	0	0	0
Over-Utilization Days	0	0	0	0	0
Total Non-Acute Days	1	4	165	191	26
Percent Non-Acute	0.03%	0.10%	0.49%	0.63%	0.14%

SALINAS VALLEY MEMORIAL HOSPITAL
PATIENT STATISTICAL REPORT
For the month of Mar and nine months to date

	Month of Mar		Nine months to date		
	2021	2022	2020-21	2021-22	Variance
PATIENT DAYS BY LOCATION					
Level I	321	305	2,409	2,174	(235)
Heart Center	341	327	3,062	2,135	(927)
Monitored Beds	621	645	7,622	6,084	(1,538)
Single Room Maternity/Obstetrics	359	326	3,124	2,881	(243)
Med/Surg - Cardiovascular	810	754	6,689	5,664	(1,025)
Med/Surg - Oncology	104	247	1,471	2,220	749
Med/Surg - Rehab	471	455	3,925	3,490	(435)
Pediatrics	142	81	888	708	(180)
Nursery	236	208	1,980	1,795	(185)
Neonatal Intensive Care	115	110	1,154	878	(276)
PERCENTAGE OF OCCUPANCY					
Level I	79.65%	75.68%	67.63%	68.66%	
Heart Center	73.33%	70.32%	74.50%	58.44%	
Monitored Beds	74.19%	77.06%	103.03%	92.52%	
Single Room Maternity/Obstetrics	31.30%	28.42%	30.81%	31.97%	
Med/Surg - Cardiovascular	58.06%	54.05%	54.25%	51.68%	
Med/Surg - Oncology	25.81%	61.29%	41.30%	70.12%	
Med/Surg - Rehab	58.44%	56.45%	55.10%	55.11%	
Med/Surg - Observation Care Unit	0.00%	70.21%	0.00%	59.24%	
Pediatrics	25.45%	14.52%	18.00%	16.15%	
Nursery	46.14%	40.66%	21.90%	22.33%	
Neonatal Intensive Care	33.72%	32.26%	38.29%	32.77%	

SALINAS VALLEY MEMORIAL HOSPITAL
PATIENT STATISTICAL REPORT
For the month of Mar and nine months to date

	Month of Mar		Nine months to date		
	2021	2022	2020-21	2021-22	Variance
DELIVERY ROOM					
Total deliveries	140	84	1,230	1,171	(59)
C-Section deliveries	52	36	381	387	6
Percent of C-section deliveries	37.14%	42.86%	30.98%	33.05%	2.07%
OPERATING ROOM					
In-Patient Operating Minutes	22,919	22,796	179,549	172,866	(6,683)
Out-Patient Operating Minutes	28,721	29,730	199,416	225,349	25,933
Total	51,640	52,526	378,965	398,215	19,250
Open Heart Surgeries	13	13	103	109	6
In-Patient Cases	172	167	1,272	1,252	(20)
Out-Patient Cases	271	295	2,147	2,263	116
EMERGENCY ROOM					
Immediate Life Saving	34	17	298	295	(3)
High Risk	509	525	4,563	4,181	(382)
More Than One Resource	2,113	2,704	18,972	23,056	4,084
One Resource	855	1,492	10,974	14,821	3,847
No Resources	23	60	327	753	426
Total	3,534	4,798	35,134	43,106	7,972

SALINAS VALLEY MEMORIAL HOSPITAL
PATIENT STATISTICAL REPORT
For the month of Mar and nine months to date

	Month of Mar		Nine months to date		
	2021	2022	2020-21	2021-22	Variance
CENTRAL SUPPLY					
In-patient requisitions	16,315	15,295	102,118	105,727	3,609
Out-patient requisitions	6,250	6,730	67,967	63,426	-4,541
Emergency room requisitions	1,375	698	11,273	8,349	-2,924
Interdepartmental requisitions	7,849	7,115	49,644	44,398	-5,246
Total requisitions	31,789	29,838	231,002	221,900	-9,102
LABORATORY					
In-patient procedures	42,107	38,721	253,735	241,589	-12,146
Out-patient procedures	9,286	11,597	76,062	80,263	4,201
Emergency room procedures	9,433	11,145	60,934	76,430	15,496
Total patient procedures	60,826	61,463	390,731	398,282	7,551
BLOOD BANK					
Units processed	318	297	1,996	1,965	-31
ELECTROCARDIOLOGY					
In-patient procedures	1,041	1,068	6,566	6,885	319
Out-patient procedures	349	302	2,706	2,668	-38
Emergency room procedures	1,045	1,148	6,142	7,127	985
Total procedures	2,435	2,518	15,414	16,680	1,266
CATH LAB					
In-patient procedures	64	77	512	607	95
Out-patient procedures	51	71	571	625	54
Emergency room procedures	0	0	1	0	-1
Total procedures	115	148	1,084	1,232	148
ECHO-CARDIOLOGY					
In-patient studies	298	371	2,033	2,406	373
Out-patient studies	138	156	1,262	1,520	258
Emergency room studies	2	1	16	5	-11
Total studies	438	528	3,311	3,931	620
NEURODIAGNOSTIC					
In-patient procedures	140	165	1,109	1,090	-19
Out-patient procedures	24	27	169	164	-5
Emergency room procedures	0	0	0	0	0
Total procedures	164	192	1,278	1,254	-24

SALINAS VALLEY MEMORIAL HOSPITAL
PATIENT STATISTICAL REPORT
For the month of Mar and nine months to date

	Month of Mar		Nine months to date		
	2021	2022	2020-21	2021-22	Variance
SLEEP CENTER					
In-patient procedures	0	0	1	0	-1
Out-patient procedures	183	167	1,315	1,153	-162
Emergency room procedures	0	0	0	0	0
Total procedures	183	167	1,316	1,153	-163
RADIOLOGY					
In-patient procedures	1,654	1,429	9,708	8,710	-998
Out-patient procedures	416	356	4,323	2,915	-1,408
Emergency room procedures	1,217	1,382	7,939	8,809	870
Total patient procedures	3,287	3,167	21,970	20,434	-1,536
MAGNETIC RESONANCE IMAGING					
In-patient procedures	105	141	860	890	30
Out-patient procedures	127	77	953	768	-185
Emergency room procedures	14	6	80	49	-31
Total procedures	246	224	1,893	1,707	-186
MAMMOGRAPHY CENTER					
In-patient procedures	2,718	3,550	20,910	24,711	3,801
Out-patient procedures	2,696	3,518	20,790	24,527	3,737
Emergency room procedures	3	0	3	8	5
Total procedures	5,417	7,068	41,703	49,246	7,543
NUCLEAR MEDICINE					
In-patient procedures	12	14	86	94	8
Out-patient procedures	61	78	506	541	35
Emergency room procedures	1	0	4	4	0
Total procedures	74	92	596	639	43
PHARMACY					
In-patient prescriptions	111,491	94,299	636,356	605,331	-31,025
Out-patient prescriptions	10,439	11,319	99,978	104,283	4,305
Emergency room prescriptions	5,342	7,197	36,983	48,996	12,013
Total prescriptions	127,272	112,815	773,317	758,610	-14,707
RESPIRATORY THERAPY					
In-patient treatments	29,606	21,738	156,457	131,478	-24,979
Out-patient treatments	143	981	3,391	7,896	4,505
Emergency room treatments	373	194	1,179	1,583	404
Total patient treatments	30,122	22,913	161,027	140,957	-20,070
PHYSICAL THERAPY					
In-patient treatments	2,256	2,396	16,109	16,284	175
Out-patient treatments	99	170	1,751	2,108	357
Emergency room treatments	0	0	0	0	0
Total treatments	2,355	2,566	17,860	18,392	532

SALINAS VALLEY MEMORIAL HOSPITAL
PATIENT STATISTICAL REPORT
For the month of Mar and nine months to date

	Month of Mar		Nine months to date		
	2021	2022	2020-21	2021-22	Variance
OCCUPATIONAL THERAPY					
In-patient procedures	1,445	1,660	9,403	10,682	1,279
Out-patient procedures	74	99	797	1,086	289
Emergency room procedures	0	0	0	0	0
Total procedures	1,519	1,759	10,200	11,768	1,568
SPEECH THERAPY					
In-patient treatments	348	525	2,682	3,077	395
Out-patient treatments	23	28	171	200	29
Emergency room treatments	0	0	0	0	0
Total treatments	371	553	2,853	3,277	424
CARDIAC REHABILITATION					
In-patient treatments	0	0	0	0	0
Out-patient treatments	498	401	2,637	4,268	1,631
Emergency room treatments	0	0	1	0	-1
Total treatments	498	401	2,638	4,268	1,630
CRITICAL DECISION UNIT					
Observation hours	378	344	1,866	2,252	386
ENDOSCOPY					
In-patient procedures	85	78	626	636	10
Out-patient procedures	12	29	159	223	64
Emergency room procedures	0	0	0	0	0
Total procedures	97	107	785	859	74
C.T. SCAN					
In-patient procedures	537	596	3,803	4,027	224
Out-patient procedures	445	281	3,598	2,517	-1,081
Emergency room procedures	433	552	3,208	4,164	956
Total procedures	1,415	1,429	10,609	10,708	99
DIETARY					
Routine patient diets	17,554	21,351	113,154	130,102	16,948
Meals to personnel	19,345	21,421	144,216	152,161	7,945
Total diets and meals	36,899	42,772	257,370	282,263	24,893
LAUNDRY AND LINEN					
Total pounds laundered	99,573	100,531	710,088	689,921	-20,167

Salinas Valley Memorial Healthcare System

Memorandum

To: Board of Directors

From: Clement Miller

Date: April 28, 2022

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 your approval.

	Policy Title	Summary of Changes	Responsible VP
1.	Administrative Adjustment	Changed Policy to include process for Taylor Farms adjustments.	Augustine Lopez
2.	Aerosol Transmitted Diseases Exposure Control Plan	Links added to other applicable policies. References updated and links updated.	Dr. Radner
3.	Transthoracic Echocardiogram For The Adult Patient	Policy corrected to be a procedure. Additional procedure steps added to align with current practice. References updated.	Clement Miller
4.	Dispensing of Naloxone From Emergency Dept	Policy corrected to be a procedure. Items relocated to the correct section. References updated.	Clement Miller
5.	Look Alike, Sound Alike Medication Management	Meditech replaced with EMR. Procedure updated to include reference to ISMP list per Joint Commission. Attachments updated. References updated.	Clement Miller

Salinas Valley Memorial Healthcare System

ADMINISTRATIVE ADJUSTMENT

Reference Number	6328
Effective Date	Not Set
Applies To	PATIENT FINANCIAL SERVICES / TFFHWC
Attachments/Forms	~~Attachment A: Memorandum~~

I. POLICY STATEMENT:

A. It is the policy of Salinas Valley Memorial Hospital to fully identify and treat all administrative and patient ~~complaints~~ requests for bill adjustments equitable. All patient ~~complaints~~ and administrative requests for adjustment will be reviewed by the Administrative Adjustment Committee (AAC) prior to any adjustment being performed. All patient ~~complaints~~ and administrative adjustments will require approval and signature of either the CEO or CFO.

II. PURPOSE:

A. To provide guidelines for the identification and management of administrative and patient complaint adjustments.

III. DEFINITIONS:

A. ~~N/A~~AAC – Administrative Adjustment Committee – Committee delegated authority by the CEO to review all administrative and patient requests for adjustment to a bill in accordance with the established Committee Charter.

B. CEO – Chief Executive Officer – Makes final decisions regarding financial adjustments when AAC / CFO are unable to determine outcome.

C. CFO – Chief Financial Officer – Authorized to approve a financial adjustment after AAC review.

D. CSR – Customer Service Representative in Patient Financial Services or the Practice Manager / designee at TFFHWC

~~A.~~E. TFFHWC – Taylor Farms Family Health and Wellness Center

IV. GENERAL INFORMATION:

A. In accordance with hospital policy and State and Federal regulations, adjustments to accounts with third party payors may not be appropriate unless the total fee is discounted or reduced. Specifically, Medicare regulations prohibit the waiving of copayments and deductibles or the granting of professional courtesy adjustments. These types of adjustments could be viewed as enticements as they are not generally available to an entire population. No hospital official should offer such adjustments without the review of the Administrative Adjustment Committee.

B. Charge reversals shall occur as a result of a medical record audit where it has been determined services were ~~-~~(1) not rendered, or (2) duplicate charges were applied to the account, or (3) services were interrupted due to patient or equipment delay. Reversals to accounts for services charged and not rendered or interrupted services must have the ~~approval~~ review and recommendation from ~~either of the following departments: Risk Management or Quality Management~~AAC. The ~~Customer Service Representative~~CSR ~~in Patient Financial Services~~ will review and ensure that patient requests~~complaints~~, which result in administrative adjustments, are forwarded to the AAC, reviewed, approved and processed in accordance with the procedure. ~~Approvals will be documented.~~

V. **PROCEDURE:**

A. **The following steps should be performed for patient ~~complaints~~ and administrative requests for adjustment:**

1. All patient billing ~~and patient relation~~ complaints should be directed to a ~~Customer Service Representative (~~CSR~~)~~/designee ~~within the Patient Financial Services Department~~. If the billing complaint is in relation to a perceived care concern this will be referred to the Patient Relations Department for review in accordance with the Complaint and Grievance Policy (ADD LINK)

2. If the ~~Customer Service Representative (~~CSR~~)~~ receives a~~n incoming~~ call regarding a complaint related to their bill, they will attempt to work through and resolve the issue, including those concerning duplicate, multiple or non-existent charges. If the CSR can research and reasonably resolve the issue, the CSR will document the actions taken and their resolution in the Meditech B/AR module. If unable to resolve the issue ~~or if the issue is of a clinical nature,~~ the ~~Customer Service Representative~~ CSR will forward the concern to the AAC for adjustment recommendation. ~~w~~

3. The leader of the department where the complaint originated is responsible to review the details of the complaint prior to the next AAC meeting and present to the committee. AAC reviews the case / situation and decides that the bill should or should not be adjusted. All proceedings of the AAC will be documented.

4. After AAC review and agreement for approval, the Patient Financial Services Director / designee will forward the recommendation to the CFO for review. The outcome will be documented in the Patient Financial System.

5. The Patient Relations Department will assure the patient is noticed of the AAC outcome (denial and approval) for all Grievances.

6. If the billing complaint is validated and approved, the CSR/designee will open a batch, enter patients account number, enter adjustment code (AADMINCEO and AADMINCFO) and post adjustment accordingly. If the request for bill adjustment is denied this will be noted. ~~ork with the following departments depending on the nature of the complaint to determine whether an adjustments appropriate:~~ The CSR is responsible for patient notification of all billing disputes that have adjustments denied and approved by the CFO / CEO.

~~2.~~

- ~~Administrative Adjustment Committee~~
- ~~Risk Management/Patient Safety~~
- ~~Health Information Management~~
- ~~Patient Financial Services~~
- ~~Patient Experience~~
- ~~Unit Leader~~

~~3.~~ Inquiries regarding the medical necessity or challenging the delivery of service/care shall be considered ~~a request for a medical record/billing audit~~ a Grievance and handled per policy. ~~Patient Financial Services should not adjust amounts for clinical complaints~~Concerns may be forwarded to the Quality Management Department / Medical Staff Services for care review in accordance with the Peer Review policies. ~~without review from any of the following departments: Risk Management/Patient Safety Quality Management, or Administrative Adjustment Committee.~~

7. Procedures specific to Taylor Farms Family Health and Wellness Center (TFFHWC)
   a. All patient and administrative requests for adjustment will be reviewed by the Practice Manager / designee and follow the steps identified above. All requests will be forwarded to the AAC for review prior to any adjustment is made.
   b. The Practice Manager / designee documents all outcomes for adjustment approval / denial in the hospital electronic financial system. The adjustment approval from the CFO / CEO will be scanned into the electronic financial system.

~~4. If it is determined that the complaint is valid, the Customer Service Representative, Patient Financial Services Manager, Risk Management/Patient Safety Department will contact the patient with explanation, if necessary.~~

~~5. Once the complaint is validated and approved, the Customer Service Representative/designee will open a batch, enter patients account number, enter adjustment code (AADMINCEO and AADMINCFO) and post adjustment accordingly.~~

VI. **EDUCATION/TRAINING:**

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

VII. **REFERENCES:**

A. N/A

Salinas Valley Memorial Healthcare System

ADMINISTRATIVE ADJUSTMENT

~~**ATTACHMENT A**~~

CONFIDENTIAL

Salinas Valley Memorial Healthcare System
A Public Healthcare District

MEMORANDUM

TO: _____

FROM: _____

DATE: _____

ACCOUNT: _____

PATIENT'S NAME: _____

We have received the above account. Please make the following adjustment(s):

_____

_____

_____

Name: _____

Signature: _____ Date: _____

www.svmh.com | 450 E. Romie Lane | Salinas, California 93901 | 831-757-4333

Salinas Valley Memorial Healthcare System

AEROSOL TRANSMITTED DISEASES EXPOSURE CONTROL PLAN

TABLE OF CONTENTS

I. SCOPE

An aerosol transmissible disease (ATD) is a disease that is transmitted either by inhalation of infectious particles/droplets or direct contact of the particles/droplets with mucous membranes in the respiratory tract or eyes. Salinas Valley Memorial Hospital (SVMH) employees may have occupational exposure to ATDs in the course of conducting their job duties. In accordance with California Code of Regulations, title 8, section **5199**, Aerosol Transmissible Diseases, SVMH has implemented this written exposure control plan to reduce employees' risk of contracting these infections, so that SVMH may respond in an appropriate and timely manner when exposure incidents occur.

For purposes of this plan, the term "employee" represents all persons who engage in or affect patient care.

A. Designation of Responsibility

The administrator of the ATD Exposure Control Plan is the Infection Prevention Manager in collaboration with Clinical Leaders, Environmental Health and Safety Officer and Employee Health Manager.

POSITION/COMMITTEE RESPONSIBLE	RESPONSIBILITY
SVMH Executive Leadership	Responsible to assure adequate resources have been designated to implement the ATD Program in accordance with the Plan.
Infection Prevention (IP) Manager	The facility's IP manager is responsible for the establishment, implementation, and maintenance of the ATD plan and infection control and prevention procedures. The administrator has the authority to perform in this role and is knowledgeable in infection control principles and practices. Assist the Education Department with the development of the employee training program In collaboration with the Employee Health and Safety managers, review and revise as necessary Exposure Control Plan (ECP) at least annually.
IP Specialist, Safety Specialist and Employee Health Services (EHS) Staff	Perform risk assessment(s) annually Support Leaders in implementing the plan.
Pharmacy and Therapeutics / IC (IP) Committee	Review and approve ATD Exposure Control Plan

EHS Manager	The EHS Manager has the authority to act on behalf of the IP Manager to administer the plan if the IP Manager is not available Develop and administer the TB screening program for employees and volunteers Support the EHS team on performing respirator fit testing upon hire and thereafter in accordance with OSHA regulations Develop and administer the Vaccination/Immunization Program for employees and volunteers Maintain employee vaccination, fit testing, medical evaluation and exposure records for the designated period as required.
Environmental Health and Safety Manager	Assures appropriate patient care policies and procedures are developed and implemented. HEALTHCARE WORKER RESPIRATORY PROTECTION PROGRAM
Emergency Management Committee	Under the Environmental Health and Safety Manager, administers the Surge Plan, Disaster Plan and disaster training LABORATORY DISRUPTION OF SERVICES/DISASTER PLAN NUTRITION SERVICES DISASTER PLAN INFORMATION MANAGEMENT DISASTER RECOVERY
Director of Clinical Laboratory	Assures Laboratory Safety Policies & Procedures specific to Aerosolizing Transmitting Procedures are in place and staff have been trained. LABORATORY AEROSOL TRANSMISSIBLE PATHOGENS POLICY - OSHA
Director of Materials Management	Ensure an adequate supply of Personal Protective Equipment) PPE and other equipment necessary to minimize employee exposures in normal operations and in foreseeable emergencies
Human Resources/ Education Department(s)	Provide and document initial ATD education and annual training thereafter. Collaborates with the IP Manager / designee and department leaders for additional education as deemed necessary.
Department Directors /Managers	Monitor compliance with Exposure Control Plan and report compliance issues for resolution.
Respiratory Therapy and Pulmonary Department	Maintains adequate supply of oxygen needed equipment such as, oxygen tubing, face masks, ventilators, etc.
Biomedical Engineering	Maintain PAPRs including checking filters and replacing filters according to manufacturer's specifications,
Engineering / Facilities Department	Ensures facility-engineering controls are in place. Monitor and maintain engineering controls (e.g. negative pressure room alarms and required testing).

Employees are considered to have occupational exposure to ATD if their work activity or work conditions are reasonably anticipated to present an elevated risk of contracting these diseases without protective measures in place. “Elevated,” means higher than what is considered ordinary for other employees who have direct contact with the general public in occupations that are not covered under the scope of this standard, such as bus drivers and retail employees.

II. LIST OF ALL HIGH HAZARD PROCEDURES AND JOB CLASSIFICATIONS

A. High hazard procedures are procedures performed on an ATD case or suspected case where the potential for being exposed to an aerosol transmissible pathogen (ATP) is increased due to the reasonably anticipated generation of aerosolized pathogens. A procedure is also considered high hazard if generation of aerosolized pathogens is reasonably anticipated when performed on a laboratory specimen suspected of containing an aerosol transmissible pathogen-laboratory (ATP-L).

- A Powered Air Purifying Respirator (PAPR) is required upon entering an airborne isolation room (AIIR) for high hazard procedures with patients with suspected or confirmed diseases transmitted via the airborne route
- PAPR, eye protection (per employee preference), gloves, fluid resistant gown hand hygiene and an AIIR room* are required during a high hazard procedure on a patient with a suspected or confirmed aerosol transmissible infectious disease (AirID). Where no AII room or area is available and the treating physician determines that it would be detrimental to the patient’s condition to delay performing the procedure, high hazard procedures may be conducted in other areas. In that case, employees working in the room or area where the procedure is performed shall use all necessary personal respiratory protection and personal protective equipment. The physicians determination shall be documented and reviewed annually.
  Reference/link: Attachment B, Diseases/Pathogens list
  Reference/ link: ISOLATION - STANDARD AND TRANSMISSION BASED PRECAUTIONS

B. SVMH has complied a list of all high hazard procedures performed at this facility, conducted a risk assessment for these high hazard procedures, analyzed job classification and job tasks that employees perform and operations with potential exposure, including required PPE for each task, see table below:

High Hazard Procedure	Job Classifications & Operations With Potential Exposure	Required PPE
Endotracheal Intubation/ Extubation	Physicians, Nursing, Respiratory Therapy,	N95 or higher (AirID)
Airway Surgeries (e.g., ENT, thoracic, transsphenoidal surgeries)	Physicians, Nursing, Respiratory Therapy, Cardiac Perfusionist	N95 or higher (AirID)
Chest Compressions	Physicians, Nursing, Respiratory Therapy	N95 or higher (AirID)
Nebulization	Respiratory Therapy, Nursing	N95 or higher (AirID)
High Flow oxygen, including nasal cannula at >6L or 15L	Respiratory Therapy, Nursing	N95 or higher (AirID)
Non-invasive positive pressure ventilation (e.g. CPAP, BiPAP)	Respiratory Therapy, Nursing	N95 or higher (AirID)
Oscillatory ventilation	Physicians, Nursing, Respiratory Therapy	N95 or higher (AirID)
Bronchoscopy	Endoscopy/ OR Clinical Staff, Physicians, Nursing, Respiratory Therapy	N95 or higher (AirID)
Sputum Induction	Respiratory Therapy, Nursing	N95 or higher (AirID)
Open suctioning of tracheostomy or Endotracheal tube	Respiratory Therapy, Nursing	N95 or higher (AirID)
Manual ventilation (e.g. bag-mask ventilation before intubation) and Ventilator circuit manipulation	Physicians, Nursing, Respiratory Therapy	N95 or higher (AirID)
Disconnecting patient from ventilator	Physicians, Nursing, Respiratory Therapy	N95 or higher (AirID)
Upper endoscopy (including transesophageal echocardiogram)	Endoscopy/ OR Clinical Staff, Diagnostic Imaging Clinical Staff, Physicians, Nursing, Respiratory Therapy	N95 or higher (AirID)
Endoscopy	Endoscopy/ OR Clinical Staff, Diagnostic Imaging Clinical Staff , Physicians, Nursing, Respiratory Therapy	N95 or higher (AirID)
Venturi mask with cool aerosol humidification	Physicians, Nursing, Respiratory Therapy	N95 or higher (AirID)
All other surgical, lab or clinical procedure that aerosolizes pathogens		
<u>The following are not considered aerosol-generating</u>: Nonrebreather, face mask, or face tent up to 15L Humidified trach mask up to 20L with in-line suction Routine trach care (e.g., replacing trach mask, changing trach dressing) In-line suctioning of endotracheal tube Routine Venturi mask without humidification Coughing Suctioning of oropharynx		

Tracheostomy change Cesarean delivery, post-partum hemorrhage, second stage of labor Nasopharyngeal swab Proning is not inherently aerosol-generating but aerosols are possible if the endotracheal tube becomes disconnected during the proning process

III. LIST OF ALL ASSIGNMENTS OR TASKS REQUIRING PERSONAL OR RESPIRATORY PROTECTION

A. SVMH utilizes feasible engineering controls and work practice controls to reduce employee exposure to aerosol transmissible pathogens. However, when those controls are not sufficient, SVMH provides personal protection or respiratory protection to the employees performing those tasks. In some cases, the minimum requirement of an N95 respirator is sufficient, but in other cases, higher-level protection is required, such as a powered air-purifying respirator (PAPR).

B. SVMH requires employees to wear personal or respiratory protection when conducting certain assignments or tasks in certain SVMH Staff Roles for protection against ATD.
Reference/link: Attachment A, SVMH job roles

IV. METHODS OF IMPLEMENTATION

SVMH's methods of implementing requirements for engineering and work practice controls, PPE, respiratory protection, medical services, training, and recordkeeping are described below.

A. Engineering and Work Practice Controls, and PPE

1. The best method to control employee exposure to ATPs is to use engineering controls and work practice controls. If those do not provide sufficient protection, then SVMH provides personal protective equipment (PPE) and/or respiratory protection and ensures that employees use them. For some tasks, use of both respiratory protection and engineering or work practice controls may be required.

2. Work practices will be implemented in accordance with Appendix A of section 5199, which categorizes pathogens as requiring airborne and/or droplet precautions. Where Appendix A does not address the exposure, SVMH will use protections in accordance with the CDC Guideline for Isolation Precautions for droplet and contact precautions. For airborne precautions, procedures will be in accordance with the CDC Guidelines for Preventing the Transmission of *Mycobacterium tuberculosis* in Health-Care Settings.

Reference/link: *CDC Guidelines for Preventing the Transmission of Mycobacterium tuberculosis in Health-Care Settings.)*

3. SVMH uses the following types of engineering and work practice controls to protect employees from ATD exposures: use of AIIR rooms and converting standard patient rooms to an AIIR by installing a portable HEPA filter device, and balancing the HVAC airflow to achieve negative pressure, when necessary.

   Reference/link: COVID Air Exchange Process, ISOLATION - STANDARD AND TRANSMISSION BASED PRECAUTIONS

4. When working with an AirID or suspected AirID patient, employees will properly wear personal protective equipment.

5. Job classifications are categorized into three categories (see **Attachment A** for a table of job classifications in which an occupational exposure for occupational exposure to ATD):

   CATEGORY I – HAVE EXPOSURE: Job classifications in which **ALL** employees have potential occupational exposure to ATD/ATP

   CATEGORY II – POTENTIAL EXPOSURE: Job classifications in which **SOME** employees have potential occupational exposure to ATD/ATP

   CATEGORY III – NO EXPOSURE: Job classifications in which **NO** employees have occupational exposure to ATD/ATP. Job classifications not listed are considered to be category III.
   - **Reference/link: Attachment A, SVMH job roles**

6. Surfaces may become contaminated with ATPs after contact with individuals with AirID. Contaminated surfaces enable the spread of infectious disease agents and can be a source of infection to employees until they are cleaned and disinfected. SVMH ensures that employees use appropriate EPA-registered disinfectant(s) to clean and disinfect the following surfaces, including equipment as soon as feasible after contact with infectious persons (*include types of surfaces and equipment to be disinfected, and the period*):

   Reference/link:
   - MEDICAL EQUIPMENT CARE, CLEANING AND MAINTENANCE
   - COVID Area's Cleaning Process
   - COVID Emergency Department Cleaning of Surge Tents Process
   - SPECIAL PROCEDURES ROOMS/AREAS - PROCEDURE
   - STEP BASE CLEANING PROCEDURE
   - TERMINAL CLEANING OF SURGICAL SUITES PROCEDURE

- PATIENT ROOM CLEANING - DISCHARGE/TRANSFER PROCEDURE
- PATIENT ROOM CLEANING - OCCUPIED PROCEDURE
- PATIENT ROOM ISOLATION PROCEDURE
- PEDIATRIC DEPARTMENT CLEANING PROCEDURE
- PERSONAL PROTECTION EQUIPMENT - CARE & USE PROCEDURE

B. Engineering Controls

1. AirID cases or suspected cased shall be identified and these individuals shall be:
    a. Provided with disposable tissues and hand hygiene materials and masked or placed in such a manner that contact with emploes who are not wearing respiratory protection is eliminated or minimized until transfer or placement in an AII room or area can be accomplished and;
    b. Placed in an AII room or area or transferred to a facility with AII rooms or areas.

2. If admission is required, the transfer to an airborne infection isolation room or other suitable area within the facility shall occur within 5 hours of identification.

3. If Airborne Infection Isolation Rooms (AIIR)s are not available to accommodate a transfer in the facility, SVMH will follow our procedures to transfer AirID cases and suspected cases to an AIIR at another facility. The procedures are described in detail in the "Referral and Transfer of AirID Cases" section of this program.

4. Exceptions:
    a. Where the treating physician determines that transfer would be detrimental to a patient's condition, the patient need not be transferred. In that case, the facility shall ensure that employees use respirator protection when entering the room or area housing the individual. The patient's condition shall be reviewed at least every 24 hours to determine if transfer is safe, and the determination shall be recorded. Once transfer is determined to be safe, transfer must be made within the time period set forth above.
    b. Where it is not feasible to provide AII rooms or areas to individuals suspected or confirmed to be infected with, or carriers of novel or unknown ATPs, then SVMH shall provide other effective control measures to reduce the risk of transmission to employees, which shall include the use of respiratory protection.

5. High hazard procedures shall be conducted in AII rooms or areas, such as a ventilated booth or tent. Persons not performing the procedures shall be

excluded from the area, unless they use the respiratory and personal protective equipment required for employees performing these procedures.

a. Exception- Where no AII room or area is available and the treating physician determines that it would be detrimental to the patient's condition to delay performing the procedure, high hazard procedures may be conducted in other areas. In that case, employers working in the room or area where the procedure is performed shall use respiratory protection and all necessary personal protective equipment.

6. The location(s) of airborne infection isolation rooms: 329, 429, 529, 537

7. Airborne infection isolation rooms must be kept at a negative pressure (at least -0.01"H_2O) to prevent pathogens from escaping to the adjacent hallway or other rooms. The ventilation rate will be 12 air changes per hour (ACH). If AIIRs are unable to actually supply 12 ACH so SVMH attains the required ventilation rate by using a ventilation rate of minimum of 6 or 12 ACH supplemented by the following additional air cleaning technology. Portable ventilation unit with HEPA filtration. If an AIIR is capable of switching between negative pressure mode and normal ventilation mode, SVMH will ensure that it is switched to negative pressure mode before transferring an AirID patient to the room.

   Reference/link:
   - COVID Air Exchange Process
   - TUBERCULOSIS (TB) PREVENTION AND CONTROL

8. During the time that an AIIR is used for airborne infection isolation, the doors and windows will be kept closed except when the doors are opened for entering and exiting the room to achieve the required level of negative pressure.

9. During the time that an AIIR is being used for isolation of an AirID patient, SVMH performs daily checks of the airflow using a vaneometer or other equally effective method to ensure that the room is under negative pressure. To accomplish this, SVMH uses the following procedure:

10. If using an electronic device to conduct the visual check, SVMH ensures that it shows the direction of airflow at the required level (at least -0.01" H2O). SVMH also calibrates the instrument annually. This is done only for our permanently dedicated AIIRs.

11. Siemens Building Technologies Division l Fire Life Safety performs inspection and maintenance on our airborne infection isolation rooms monitors. This includes monitoring the performance of the system, including exhaust, recirculation filter loading, and leakage. This is performed at least annually, whenever filters are changed, and more often if necessary to maintain effectiveness.

12. If any problems are found, SVMH ensures that they are corrected in a reasonable period of time. If the problem(s) prevent the room from providing effective airborne infection isolation, then SVMH will not use the room for that purpose until the condition is corrected.

13. If HEPA filters are used, SVMH change the filters on the following schedule:

    Reference/link:
    - ENGINEERING/BIOMEDICAL MAINTENANCE WORK ORDERS PROCEDURE
    - SCOPE OF SERVICE: BIOMEDICAL SERVICES

14. SVMH also ensures that the AIIR and accompanying ductwork are installed in a manner consistent with requirements so that the equipment run properly and the air exhausts properly, away from people and HVAC air intakes, so to not inadvertently expose more people to contaminants.

15. When an AirID case or suspected case vacates an AIIR room or area, SVMH will ensure that the AIIR is ventilated for the minimum amount of time required for 99.9% of potential airborne contaminants to be exhausted or filtered from the air prior to allowing anyone to enter without respiratory protection. At 12 air changes per hour, this requires running the ventilation system with no one in the room for a minimum of 30 minutes prior. Our policy is to ventilate the AIIR for 30 to 60 minutes.

    Reference/Link:
    - TUBERCULOSIS (TB) PREVENTION AND CONTROL
    - *CDC Guidelines for Preventing the Transmission of Mycobacterium tuberculosis in Health-Care Settings*

C. Respiratory Protection

1. When employees must wear respiratory protection to guard against aerosol transmissible pathogens, SVMH ensures that they only use NIOSH-certified respirators that are approved for that purpose in accordance with the Respiratory Protection Program.

   Reference/link: HEALTHCARE WORKER RESPIRATORY PROTECTION PROGRAM

2. In most situations where respiratory protection is needed, SVMH will ensure that employees use a respirator at least as protective as an N95 filtering face piece respirator. However, for high hazard procedures (aerosol-generating procedures) performed on AirID cases or suspected cases, SVMH will utilize PAPRs with high-efficiency particulate air (HEPA) filters or equivalent or

better unless SVMH determines that this would interfere with the success of the procedure or task.

3. If SVMH determines that use of a PAPR would interfere with the success of a particular procedure or task, SVMH will conduct a risk assessment to document this determination. Each case will be determined on a case-by-case basis in collaboration with Environmental Health & Safety Manager, Infection Prevention/Infectious Diseases, and Employee Health Manager. The case reviews will be maintained in accordance with the CHA Records Retention Schedule.

4. All determinations will be reviewed during the annual ATD exposure control plan review; this will be performed through the Environment of Care Committee (EOCC).

5. SVMH stays apprised of current recommendations for specific diseases, such as Ebola and makes respiratory controls available as appropriate to the disease.

6. SVMH provides N95 and/or PAPR for employees during high hazard procedures performed on patients requiring droplet precautions.

7. The diseases requiring droplet precautions use of respiratory protection when conducting high hazard procedures includes (this is a dynamic list and other will be included as necessary:
   Reference/Link: Attachment B, Diseases/Pathogens List

8. SVMH provides N95 and/or PAPR for employees during high hazard procedures performed on airborne infectious disease cases or suspected cases.

9. SVMH requires employees to wear respirators at least as effective as N95 filtering face piece respirators when conducting certain procedures on or around ATD patients, as required by section 5199. Even when that standard does not require a respirator, such as in the case of high hazard procedures performed on patients requiring droplet precautions, SVMH evaluates each situation, including the pathogens, to determine whether to require respiratory protection. The following represents the types of respirators available to employees when required.

Procedure	**Type(s) of Respiratory Protection Used**
Entering AIIR in use for airborne infection isolation	PAPR preferred, N95 if PAPR not available or impedes patient care.
Being present during the performance of procedures or services for an AirID case or suspected case	PAPR preferred, N95 if PAPR not available or impedes patient care

Procedure	Type(s) of Respiratory Protection Used
Repairing, replacing, or maintaining air systems or equipment that may contain or generate aerosolized pathogens	PAPR preferred, N95 if PAPR not available or impedes patient care
Working in an area occupied by an AirID case or suspected case	PAPR preferred, N95 if PAPR not available or impedes patient care
Decontaminating an area after an AirID case or suspected case has left the area or being present during the decontamination	PAPR preferred, N95 if PAPR not available or impedes patient care
Entering an AIIR while it is being ventilated after an AirID case or suspected case has vacated	PAPR preferred, N95 if PAPR not available or impedes patient care
Working in a residence where an AirID case or suspected case is known to be present	PAPR preferred, N95 if PAPR not available or impedes patient care
Being present during the performance of aerosol generating procedures on cadavers that are suspected of, or confirmed as, being infected with aerosol transmissible pathogens	PAPR preferred, N95 if PAPR not available or impedes patient care
Transporting an AirID case or suspected case within the facility.	PAPR preferred, N95 if PAPR not available or impedes patient care

10. SVMH does not require or permit employees to wear a respirator when operating a vehicle if the respirator may interfere with the safe operation of the vehicle. SVMH will provide these other means of protection where feasible (e.g., barriers or source control measures): N95

11. Before having our employees, use a respirator, SVMH will provide them with a no-cost medical evaluation designed to determine if they are medically capable of SVMH wearing a respirator without overburdening them. This will be completed before the employee is fit tested.

D. Medical Evaluations for Respirator Use

1. For employees who will wear respirators (minimum of N95 or PAPR) solely for protection against aerosol transmissible pathogens, SVMH provides the medical evaluation to employees by using the Respirator Medical Evaluation Questionnaire completed through Employee Health electronic medical record.

2. SVMH will have the medical evaluation questionnaire reviewed by a licensed health care provider (PLHCP) in Employee Health or other designated PLHCP (RN, Nurse Practitioner, MD)

3. If employees need a follow-up examination based on the questionnaire responses, SVMH will request follow up with their primary care physician or SVMH occupational health provider.

E. FIT Tests

1. SVMH conducts fit testing for employees before they are required to wear a respirator. An employee's fit testing will be performed using the same size, make, model, and style of respirator that the employee would actually wear. The fit test will be performed under the supervision of Employee Health:

2. Fit testing at SVMH is performed using a qualitative method. If fit testing single use respirators for multiple employees, SVMH will ensure that each employee is fit tested using a new respirator.

3. SVMH conducts fit tests for each employee according to the following schedule:
    a. At the time of initial fitting;
    b. When a different size, make, model, or style of respirator is used;
    c. At least annually thereafter; and
    d. When the employee reports, or when SVMH, a physician or other licensed health care provider (PLHCP), supervisor, or program administrator makes visual observations of changes in the employee's physical condition that could affect respirator fit, such as facial scarring, dental changes, cosmetic surgery, or obvious change in body weight.

4. If, after passing a fit test, an employee reports, that the respirator is not acceptable, SVMH will evaluate with the employee to determine the most acceptable respirator.

5. SVMH provides employees with training on the following topics:
    a. Why the respirator is necessary and how improper fit, usage, or maintenance can compromise the protective effect of the respirator.
    b. What the limitations and capabilities of the respirator are.
    c. How to use the respirator effectively in emergencies, including situations in which the respirator malfunctions.
    d. How to inspect, put on and remove, use, and check the seals of the respirator.
    e. What the procedures are for maintenance and storage of the respirator.
    f. How to recognize medical signs and symptoms that may limit or prevent the effective use of respirators.
    g. Information on vaccinations.
    h. N95 respirator vs. surgical mask
    i. Respiratory re-use

6. This training is provided to employees if required to wear a respirator initially and annually thereafter. SVMH retrains employees as necessary but at least if changes in the workplace or the initial type of respirator is obsolete.

F. Laboratory Operations

1. SVMH employees engaged in laboratory operations that include procedures that may aerosolize transmissible pathogens-laboratory (ATP-L), follow LABORATORY AEROSOL TRANSMISSIBLE PATHOGENS POLICY - OSHA.

2. SVMH has conducted a risk assessment in accordance with the Biosafety in Microbiological and Biomedical Laboratories (BMBL).

G. Summary of Control Measures

1. The table in ***Attachment C*** (SVMH Matrix of Department related tasks and procedures) summarizes the control measures we use in each operation or work area in which occupational exposures may occur.

H. Source Control Measures

1. Early identification of ATD cases or suspected cases is critical to ensure that employees have as little unprotected contact as possible, thereby reducing the risk of becoming infected.

2. If SVMH observes respiratory infection symptoms in a patient or other person, utilizes source control measures to protect our employees from contracting the illness. These include a combination of engineering controls, such as placing the patient in a separate room or area; procedures, such as providing and having the suspected ATD case wear a surgical mask; and work practice controls, such as limiting contact with the suspected ATD person.

3. SVMH is a fixed-site health care facility, and has incorporated the recommendations contained in the CDC's Respiratory Hygiene/Cough Etiquette in Health Care Settings.

   Reference/link: Respiratory Hygiene/Cough Etiquette in Health Care Settings.

4. SVMH utilizes the following source control measures to prevent spread of aerosol transmissible pathogens:
   a. Visual alerts (*e.g., signs telling people to cover their cough*):
      i. Posters at major entry points, respiratory hygiene stations, and station signs throughout high traffic areas in the facility.
      ii. Signage at the entrances requesting patients and persons accompanying them to inform the receptionist if they have a persistent cough.
   b. SVMH place the visual alerts at the following entrances and other locations (list locations if applicable): Hospital Main Lobby/waiting area, ED entrance/waiting area, Out-patient surgery waiting area, all waiting rooms for out-patient testing (Lab, Diagnostic imaging, etc.)

and off-site locations waiting areas (Sleep Center, Wound Care Center, Infusion Center, CDOC, Cardiac Rehabilitation, Mammography, Taylor Farms)

c. Tissues provided in waiting areas, waste receptacle in waiting areas, handwashing facilities including soap and water accessible to patients and visitors, and alcohol-based hand sanitizer or other antiseptic hand wash in waiting areas.
d. Provide individuals exhibiting symptoms of aerosol transmissible disease with a surgical or procedure mask, instruct them in proper use, and limit contact with said individuals.
e. Separate symptomatic individuals from others in the same room by distance (at least 3 to 6 feet away from others).

5. SVMH ensures the concierge staff, and reception staff who may be the first employees to encounter a patient or other person entering the facility, are knowledgeable in observing for signs and symptoms of ATD.

6. Other source control methods / procedures include the following policies and/or procedures:
   a. VISITOR POLICY
   b. COVID Hospital Screening/Visitor Management Process

I. Contract Employees

1. SVMH is required to provide information about infectious disease hazards to contractors who provide us with temporary or contract employees who may be reasonably anticipated to have occupational exposure so that these employers may take precautions to protect their employees. The electronic Vendor software system is utilized to assure contractors / vendors have review the required documents and upload vaccination status.

   Reference/link: VENDOR, CONTRACTOR, AND AGENT PARTICIPATION IN HOSPITAL COMPLIANCE PROGRAM

J. Referral and Transfer of AirID Cases to AII Rooms or Facilities

1. In order to best protect employees from contracting infections from AirID or suspected persons, SVMH strives to identify these individuals as quickly as possible.

2. After identifying an individual as an AirID or suspected, SVMH will continue to use the previously described source control measures and isolate the patient by masking them or placing them in a location where they will not contact employees who are not wearing respiratory protection until they can be transferred to an airborne infection isolation room (AIIR).

3. SVMH takes the following measures to reduce the risk of ATD transmission to our employees. This includes constant observation of standard precautions as well as other protective measures.

4. In the Emergency Department, SVMH temporarily isolates the person requiring airborne isolation in rooms 19 and 20, which are equipped with a large industrial Hepa filter that vents outside. Once admitted, SVMH places the individual in an airborne infection isolation room or area as soon as one of the following inpatient rooms are available: 329, 429, 529, and 537.

5. SVMH employees wear NIOSH-certified N95 filtering face piece or PAPR hood with P100 filter when entering the room.

6. If an Airborne Infection Isolation Room (AIIR) is not available, SVMH assesses current occupancy and transfers a non-infectious patient to a non AIIR. If no AIIR is available, the patient will be placed in a private room with a HEPA filter. If SVMH has maximized resources and has no other available AIIR or HEPA filters, then a request for transfer to another facility will be initiated.

7. The goal is to transfer to another facility within 5 hours of identification, unless SVMH documents, at the end of the 5 hour period and at least every 24 hours thereafter, the following:

    a. Case Management, or designee, will facilitate the transfer of the patient and documents:
        i. There are no AII room or area available within that jurisdiction.
        ii. Reasonable efforts have been made to contact establishments outside of the jurisdiction.
        iii. All applicable measures recommended by the local health officer or the Infection Control PLHCP have been implemented.
    b. All personnel who enter the room or area housing the individual are provided with, and use, appropriate personal protective equipment and respirator protection.
    c. In the event that there are no available accepting facilities, then SVMH will continue to arrange transfers until successful or patient condition changes.
    d. SVMH will document and maintain a transfer attempt in the Electronic Medical Record and/or Allscripts.

8. The Administrative Supervisor contacts the Infection Prevention Department or designee for any Airborne Infectious Disease (AirID) suspected case. Infection Prevention will contact the local health officer.

    a. The phone number for the local health officer is 831-755-4521

9. These are the names and contact information for facilities with AIIR or areas within the local area that will be contacted in the event of referral

Facility	Contact Information
Natividad Medical Center	Transfer Center (855) 445-7872
Hazel Hawkins	ED: 831-636-2640
	Hazel Hawkins House Supervisor (Inpt Transfers): 831-902-0482
CHOMP	831-624-5311 (Ask for House Supervisor)
Mee Memorial	ED: 831-385-7220
	Mee Memorial House Supervisor (Inpt Transfers): 831-821-1634
Dominican Hospital	Transfer Center 855-455-7872

These are the names and contact information for facilities with AIIR or areas outside the local jurisdiction that will be contacted in the event of referral and no AII rooms are available within our local jurisdiction.

Facility	Contact Information
UCSF Transfer Center	415-353-9166
Stanford Transfer Center	800-800-1551
Santa Clara VMC Transfer Center	408-885-4495

10. Decisions not to transfer a patient for AII

    a. SVMH will maintain records of any decisions not to transfer a patient to another facility for AII for medical reasons. The following will be documented in the patient's chart:
        i. Name of the physician determining that the patient was not able to be transferred.
        ii. Date and time of the initial decision.
        iii. Date and time of each daily review and identity of the person(s) who performed them.
        iv. This summary record will not include a patient's individually identifiable medical information. SVMH will retain these records according to the Records Retention Policy 680.

11. All transfers to external facilities will be completed in compliance with the following policies/procedures:
    a. INTRAFACILITY TRANSPORT - NEWBORN CLINICAL PROCEDURE
    b. MATERNAL TRANSPORT-TERTIARY CARE AND TRANSFER OF PATIENT
    c. NICU TRANSPORT: CARE PRACTICES FOR TRANSPORT

d. EMTALA

K. Medical Services

1. SVMH provides employees with no cost medical services in-house, including vaccinations, TB testing, and post-exposure medical services and follow-up. Employees will be sent to:

    a. Employee Health Services or Administrative Nursing Supervisor, Emergency Department, other designated care provider. Details about the medical services related to ATDs that SVMH offers to employees are in the "Medical Services" section of this written plan.

    Reference/link:
    - EMPLOYEE HEALTH SERVICES
    - EMPLOYEES EXPOSURES & PREVENTION PLANS: SPECIFIC DISEASE EXPOSURES AND WORK RESTRICTIONS
    - HEALTHCARE WORKER IMMUNIZATIONS & IMMUNITY REQUIREMENTS INFLUENZA VACCINATION PLAN - HEALTHCARE WORKERS

2. SVMH provides medical services at no cost to our employees who have occupational exposure to aerosol transmissible disease. These medical services, including vaccinations, tests, examinations, evaluations, determinations, procedures, and medical management and follow-up, will meet the following conditions:

    a. Performed by or under the supervision of a physician or other licensed health care provider (PLHCP).
    b. Provided according to applicable public health guidelines.
    c. Provided in a manner that ensures the confidentially of employees and patients.
    d. Notification to employees who had significant exposure of the date(s), time and nature of the exposure.

3. Vaccinations

a. Vaccination is a safe, effective, and reliable method of controlling the spread of infectious diseases where a vaccine is available. When the number of susceptible health care workers is decreased by vaccination, it also helps to prevent transmission of illness to patients and others. Therefore, vaccinations are available to employees at no cost during their work hours and encourages employees to receive them.

b. Employees are not required to participate in a prescreening serology program prior to receiving a vaccine unless applicable public health guidelines recommend prescreening prior to administration of the vaccine. Vaccinations are available to employees after they receive training and within 10 working days of initial assignment unless one of the following conditions exists:
   1. The employee has previously received the recommended vaccination(s) and is not due to receive another vaccination dose.
   2. A PLHCP has determined that the employee is immune in accordance with applicable public health guidelines.
   3. The vaccine(s) is contraindicated for medical reasons.

Vaccine	Schedule
Influenza	**One dose annually**
Measles	**Two doses**
Mumps	**Two doses**
Rubella	**One dose**
Tetanus, Diphtheria, and Acellular Pertussis (Tdap)	**One dose, booster as recommended**
Varicella-zoster (VZV)	**Two doses**
COVID-19	**Schedule per CDC/CDPH guidelines**

Reference/link: HEALTHCARE WORKER IMMUNIZATIONS & IMMUNITY REQUIREMENTS

c. SVMH shall make additional vaccine doses available to employees within 120 days of the issuance of new applicable public health guidelines recommending the additional dose.

d. SVMH shall not make participation in a prescreening serology program a prerequisite for receiving a vaccine, unless applicable public health guideline recommends this prescreening prior to administration of the vaccine.

e. If the employee initially decline a vaccination but, at a later date, while still covered under 8 CCR 5199, decides to accept the vaccination, then SVMH shall make the vaccination available within 10 working days of receiving a written request from the employee.

f. SVMH shall ensure that employees who decline to accept a recommended and offered vaccination sign the declination statement for each offered vaccine.

g. SVMH requests the PLHCP administering a vaccination tor determining immunity to provide only the following information to the employee:

   1. The employee's name and employee identifier.

   2. The date of the vaccine dose or determination of immunity.

   3. Whether the employee is immune to the disease, and whether there are any specific restrictions on the employee's exposure or ability to receive the vaccine.

   4. Whether an additional vaccination dose is required, and if so, the date the additional vaccination dose should be provided.

h. EXCEPTION: Where SVMH cannot implement these procedures because of the lack of availability of vaccine, then SVMH shall document efforts made to obtain the vaccine in a timely manner and inform employees of the status of the vaccine availability, including when the vaccine is likely to become available. SVMH shall check on the availability of the vaccine every 60 calendar days and inform employees when the vaccine becomes available.

i. EHS manages all employee vaccinations, including declinations, with information maintained in the EHS electronic medical record system. Employees receiving vaccinations at another facility will be requested to supply vaccination records and may be required to complete the SVMH Declination form

4. LTBI Assessment

a. A latent tuberculosis infection (LTBI) is a condition when the individual infected with the M. tuberculosis bacteria does not exhibit symptoms and cannot spread the infection to others. However, approximately 5 to 10% of these people will develop active, potentially contagious TB disease if untreated. LTBI screening helps to ensure that employees are provided with appropriate treatment for

new TB infections and to identify previously unidentified occupational exposures.

b. Latent TB infection screening (the TB skin test, TB blood test, and TB screening questionnaire) is offered annually to all employees with reasonably foreseeable occupational exposures to ATD, including. those whose occupational exposure risk is greater than that of employees in public contact operations that are not included within the scope of the ATD standard.
c. Employee Health Services, in collaboration with Infection Diseases is responsible for implementing the TB screening procedures.
d. Employees with a baseline positive TB test will receive an annual symptom screening questionnaire. If questionnaire results indicate further testing is needed, SVMH offers that employee a follow up screening (PPD or chest x-ray) using the following procedures:
    1) If an employee experiences a TB conversion, SVMH refers them to the following:
        a) PLHCP knowledgeable about TB for evaluation, which may include SVMH occupational health provider, an infectious disease provider or their primary care physician.
e. In the event of a TB conversion, EHS will:
    1) Provide the PLHCP employee's TB test records. If EHS / Infection Prevention has identified the source of the infection, the PLHCP will be provided available diagnostic test results including drug susceptibility patterns relating to the source patient.
    2) The PLHCP, with the employee's consent, performs any necessary diagnostic tests and informs the employee about appropriate treatment options.
f. The PLHCP determines if the employee is an active TB case or suspected case, and to do all of the following, if the employee is a case or suspected case:
    1) Inform the employee and the local Health Officer in accordance with title 17.
    2) Consult with the local Health Officer to define infection control recommendations related to the employee's activity in the workplace, including precautionary removal. SVMH complies with local Health Officer Recommendations for additional testing as applicable. Informs EHS of the recommendations.
    3) The person who will receive information from the PLHCP regarding infection control recommendations related to employees who are TB cases or suspected cases is Employee Health Manager/designee and/or Infection Prevention Manager/designee, who will then communicate the recommendations to the following managers or staff members, if applicable:
        - All clinical and non-clinical Directors/Managers, will communicate to the employees in their department.

4) In the event of a TB conversion, SVMH will also record the case on the Cal/OSHA Form 300 Log of Work-Related Injuries and Illnesses by placing a check in the "respiratory condition" column and entering "privacy case" in the space normally used for the employee's name. SVMH will also investigate the circumstances of the conversion and correct any deficiencies in the procedures, engineering controls, or PPE.

g. List the job titles and roles of staff involved in investigating the circumstances of the conversion and correcting deficiencies that may have led to the conversion: ATD Exposure Control Plan administrator(s), infection prevention manager/officer, employee health manager/coordinator, environmental health & safety manager; Clinical and non-clinical Directors and Managers will interview the employee(s), and review relevant patient records.
   1) SVMH will also document the investigation using the following procedure: See below section for exposure incidents.

h. For all RATD and ATP-L exposure incidents, the written opinion will consist of only the following information:
   1) The employee's test status or applicable RATD test status for the exposure of concern.
   2) The employee's infectivity status.
   3) A statement that the employee has been informed of the results of the medical evaluation and has been offered any applicable vaccinations, prophylaxis, or treatment.
   4) A statement that the employee has been told about any medical conditions resulting from exposure to RATD, or ATP-L that requires further evaluation and/or treatment and that the employee has been informed of treatment options.
   5) Any recommendations for precautionary removal from the employee's regular assignment.

V. EXPOSURE INCIDENTS

A. In the event of an exposure incident, it is critical to inform exposed employees quickly and provide medical services in a timely manner to mitigate the severity of illness and limit the spread of infection.

B. An exposure incident is defined in this plan as an event where all of the following have occurred:

1. An employee has been exposed to an individual who is a case or suspected case of a reportable ATD (RATD) or to a work area or equipment that is reasonably expected to contain an aerosol transmissible pathogen associated with a reportable ATD.

2. The exposure occurred without the benefit of applicable exposure controls required by the ATD standard.

3. It reasonably appears from the circumstances of the exposure that transmission of disease is sufficiently likely to require medical evaluation.

4. A reportable ATD (RATD) is an aerosol transmissible disease that a health care provider is required to report to the local health officer.

   Reference/Link: Diseases/Pathogens List, Attachment B

C. In the context of this plan, a "health care provider" is a physician, a nurse practitioner, a physician assistant, a registered nurse, a nurse midwife, an infection control practitioner, a medical examiner, or a dentist.

1. The California Department of Public Health, Division of Communicable Disease Control home page includes the current list of RATDs. Contact information for the local health departments are also available on the CDPH page for the California Conference of Local Health Officers.

2. SVMH is a health care provider. Therefore, when SVMH determines that a person is an RATD case or suspected case, SVMH will report the case to the local health officer, in accordance with title 17, observing the different time deadlines for different diseases.

3. Person responsible for reporting cases to the local health officer:

   - Infection Prevention Manager/Director and/or Infection Prevention Coordinator.
   - Contact information for the local health officer: 831-755-4521

4. SVMH is required to notify our own employees who had significant exposure to the ATD case or suspected case. First, SVMH conduct an analysis of the exposure scenario to determine which of our employees had significant exposure. This analysis will be completed within a timeframe reasonable for the specific disease, but no later than 72 hours after either our report to the local health officer or our receipt of notification internally from SVMH employee/department, or from another facility or local health officer of the exposure.

5. The person responsible for conducting this analysis is:

   - Infection Prevention Manager/Director in collaboration with Employee Health Manager/Director. Reviewed with Medical Director(s) of Infection Prevention and/or Employee Health.

6. Our procedures for conducting this analysis are as follows:

    a. Send an email to department leadership of affected departments and have each leader identify all the employees in their department(s) who may have been exposed;
    b. Leader(s) review records to see which employee(s) had contact with the ATD case or suspected case;
    c. Leader interviews employee(s), then submits line listing of exposed employees to Employee Health via email.
    d. Employee health reviews information from each leader, interviews the employee(s) if needed, determines level of exposure based on leader/employee information, then contacts each employee by email and/or phone, then determines exposure plan for that individual exposed.
    e. Employee Health will refer an exposed employee based on the determination by PLHCP for testing, treatment and/or monitoring.

7. SVMH will document the analysis, recording the names and any other employee identifier used at the workplace of persons who SVMH included in the analysis. SVMH will also document the name of the person who made the determination and the identity of any PLHCP making the determination. This is our procedure for this documentation:

    a. If the analysis determines that neither of the following conditions exist for an employee, then that employee does not require post-exposure follow-up, and SVMH will also document the basis for the determination:
    b. The employee did not have significant exposure.
    c. Physician or other licensed health care provider (PLHCP) determined that the employee is immune to the infection.

8. This is our procedure to document any determination that an employee does not require post-exposure follow-up:

    a. Documentation will be in one or more of the following areas depending on if the exposure involves one or a group of employees:
        i. Documentation of exposure follow up in shared electronic report accessible by Infection Prevention, Employee Health and Infection Prevention MD for review.
        ii. Documentation in the employee EMR in Employee Health

9. SVMH will make the exposure analysis available to the local health officer upon request.

10. SVMH will also determine, to the extent that the information is available in our records, whether any employees of other employers may have been exposed to the case or suspected case. If so, SVMH will notify the other

employer(s) within a reasonable timeframe but no later than 72 hours after the report to the local health officer. This allows the other employer(s) time to conduct their own analysis to determine which of their employees had significant exposure and to provide their employee(s) with timely, effective medical intervention to prevent disease or mitigate the disease course.

11. See the "Communicating with Other Employers Regarding Exposure Incidents" section below for our procedures to notify other employers that their employees may have had significant exposure while working at our facility.

12. Upon determining which of our own employees had significant exposure, SVMH will notify them of the date, time, and nature of their exposure, within a timeframe reasonable for the specific disease but no later than 96 hours of becoming aware of the potential exposure.

13. Notification to our employees who had significant exposure may occur by one or more of the follows communications:

    a. Department leader's notification to their staff regarding potential exposure and communication pending from Employee Health Services.
    b. Email notification sent via Employee Health EMR with instructions.
    c. Phone communication to those determined to have high-risk exposures by Employee Health.

14. As soon as feasible, SVMH will provide all of our employees who had a significant exposure a post-exposure medical evaluation by a PLHCP knowledgeable about the specific disease, including appropriate vaccination, prophylaxis, and treatment.

15. SVMH will notify employees that they have the right to decline to receive the medical evaluation from us, and SVMH will ensure that the employee receives post-exposure evaluation and follow-up from an outside PLHCP.

16. SVMH will send employees to one or more of the following PLHCP for post-exposure medical evaluation and follow-up unless the employee declines Employee Health Services, Administrative Nursing Supervisor, Infection Prevention, Emergency Department, Occupational Health Provider or other designated PLHCP.

17. Employee Health Services RN or other designated healthcare provider will provide the following information to the PLHCP:

    - A description of the exposed employee's duties as they relate to the exposure incident;
    - The circumstances under which the exposure incident occurred;

- Any available diagnostic test results, including drug susceptibility pattern or other information relating to the source of exposure that could assist in the medical management of the employee;
- All of the employer's medical records for the employee that are relevant to the management of the employee.

18. SVMH will request from the evaluating PLHCP an opinion on whether precautionary removal from the employee's regular job assignment is necessary to prevent the employee from spreading the disease agent and what type of alternative work assignment may be provided. SVMH will request that any recommendation for precautionary removal be made immediately by phone, fax, and secure email and/or in writing.

19. The person responsible for requesting and obtaining medical recommendation/opinion is:

    - Employee Health Services, or designee

20. SVMH will obtain and provide the employee a copy of the PLHCP written opinion within 15 working days of completion of all required medical evaluations.

21. If the PLHCP or local health officer recommends precautionary removal due to a related ATD exposure:
    a. Workplace exposure: will follow the workers compensation process.
    b. Non-work place exposure: will follow SVMH medical leave process.

VI. EVALUATION OF EXPOSURE INCIDENTS

A. After ensuring that the exposed employees receive required medical evaluations and follow-up, SVMH will also investigate the exposure incidents to determine the cause and to revise existing procedures in order to prevent recurrence of the incidents.

B. The person who will conduct the evaluation of exposure incidents is Infection Prevention & Employee Health.

C. Our procedures to evaluate exposure incidents to determine causation and identify ways to prevent future exposures are as follows (*e.g., interviewing exposed employees, inspecting equipment that may have been involved, reviewing whether procedures SVMH are followed*):

Reference/link: OUTBREAK INVESTIGATION

D. Upon completion of the evaluation, SVMH will also revise our procedures to ensure that similar exposure incidents do not occur again. These are our procedures to revise our ATD exposure control plan:

- RISK MANAGEMENT PLAN
- SAFETY MANAGEMENT PLAN

VII. PROCEDURES TO COMMUNICATE WITH OUR EMPLOYEES AND OTHER EMPLOYERS REGARDING INFECTIOUS DISEASE STATUS OF PATIENTS

A. To ensure our employees use appropriate precautions, SVMH will communicate with them regarding the suspected or confirmed infectious disease status of persons to whom they are exposed in the course of their duties. SVMH will also communicate this status with other employers whose employees SVMH are also exposed to the individual, such as those involved with transportation or care of the patient.

B. To communicate with our own staff, SVMH use the following procedures:

1. Making notes in the patient's chart and maintaining a policy that our employees are to check the patient's chart before proceeding with their tasks.
2. Staff huddle at the start of each shift where patient infectious status will be discussed.
3. When SVMH place a patient in isolation, SVMH communicate the isolation status of the patient with employees and visitors by posting a sign at the room. SVMH also make a note of the isolation precautions in the patient's chart so that if the patient is transferred to another department, such as Radiology, then those employees in the other department will be notified of the extra precautions required.
4. To communicate with other employers regarding the infectious disease status of patients, SVMH implement the following procedures: Infection Prevention will notify other employers and report to local county public health department.

C. Communicating with Other Employers Regarding Exposure Incidents

1. Upon establishing that a patient is a reportable ATD case or suspected case, SVMH will determine whether any employees of other employers had contact with the individual, using the following procedure: Department Leaders/Infection Prevention notifies employers

2. Upon making that determination, SVMH will notify the other employer(s) within a timeframe that will allow reasonable time for them to promptly investigate to identify employees who had significant exposure and for those

employee(s) to receive effective medical intervention. SVMH will make the notification no later than 72 hours after our report to the local health officer.

3. Our notification will include the following information:

    - Date and time of the potential exposure.
    - The nature of the potential exposure.
    - Any other information that is necessary for the other employer(s) to evaluate the potential exposure of their employees.
    - The contact information for the diagnosing PLHCP.

4. The notification will not include the identity of the employee (source) patient due to privacy laws.

5. Our procedure to notify other employers that their employees may have had contact with an ATD case or suspected case, verbal or written notification based on level of risk, notification is completed by Department Leader and/or Infection Prevention.

6. This is our procedure to notify health care providers and receive notification from them regarding the disease status of patients referred or transferred between SVMH our facilities or care, in accordance with subsection (h) of 8 CCR 5199:

    Reference/link:
    - ADMISSION-PATIENT PLACEMENT GUIDELINES
    - TRANSPORT OF PATIENTS TO AND FROM AN EXTERNAL HEALTHCARE FACILITY FOR TREATMENT CLINICAL PROCEDURE

VIII. ENSURING ADEQUATE SUPPLY OF PPE AND OTHER EQUIPMENT

A. To ensure that employees SVMH wear the required PPE, such as gowns, gloves, and respiratory protection, SVMH must ensure that SVMH have adequate supplies under normal operations and in foreseeable emergencies.

B. These PPE will be stocked by Materials Management and supplied to our employees using the following procedure: Standard PPE such as Gloves, Gowns, and Eye protection is stocked throughout the hospital by Materials Management. Disease Specific PPE such as Impervious gowns, N95 Respirators, and signage is stocked in Isolation Carts by Materials Management staff and ordered as needed. In the event that bulk product is needed, Materials Management will supply a bulk PPE cart and maintain stock daily.

- **Reference/Link:**
  - ORDERING SUPPLIES FROM MATERIALS MANAGEMENT
  - PURCHASE ORDER AND PURCHASE ORDER REQUISITION

C. These are our procedures for maintaining adequate supplies of PPE: Materials Management keeps an average of 7 days on hand of all PPE at the main campus. Materials Management also keep an Emergency Supply of PPE at our offsite warehouse. The amount of PPE at the offsite warehouse meets the standards outlined in AB2537 and SB275.

IX. TRAINING

A. SVMH provides training to our employees (based on appropriate content and vocabulary to the education level, literacy and language needs), who have potential for occupational exposure to aerosol transmissible diseases according to the following schedule:

1. At the time of initial assignment to tasks where occupational exposure may take place, and annually thereafter.

B. When changes, such as introduction of new engineering or work practice controls, modification of tasks or procedures or institution of new tasks or procedures, affect the employee's occupational exposure or control measures. The additional training may be limited to addressing the new exposures or control measures as necessary.

C. This training may be provided by one or more of the following method(s):

1. Online training with opportunity to ask questions.
2. In person training with opportunity for questions and answer.
3. Staff Meetings thru the department
4. 1 to 1 training thru individual department

D. SVMH will train all of our employees who have been determined to have potential occupational exposure to ATPs, as listed at the beginning of this program. This training will be provided to employees in those job categories when they are initially assigned to tasks where they may have occupational exposure and at least annually thereafter.

E. SVMH ensure employees receive initial training during new employee orientation prior to initial start date.

F. SVMH ensure employees receive their training on an annual basis thru online training modules.

G. SVMH ensures training materials appropriate in content and vocabulary to the educational level, literacy, and language of employees will be used.

H. If employees are absent on the day of their scheduled training, SVMH use the following procedure to ensure that they receive a make-up training: All employees are required to complete annual training/competencies within 30 days of returning to work.

I. The trainings will include an opportunity for employees to ask questions:

1. The trainings are provided in-person and questions are answered SVMH during the training by the instructor, who is knowledgeable in the subject matter as it relates to our workplace and who is also knowledgeable in our ATD Exposure Control Plan.

2. The trainings are given online but SVMH have ensured that all required topics are covered and that interactive questions are answered SVMH within 24 hours by a person who is knowledgeable in the subject matter as it relates to our workplace and who is knowledgeable in our ATD Exposure Control Plan.

3. The person or department assigned to answer SVMH questions related to the training is: Nursing Education, and/or Infection Prevention Department and/or Employee Health Department Leader(s).

J. Training includes the following:

1. An accessible copy of the regulatory text of this standard and an explanation of its contents.

2. A general explanation of ATDs including the signs and symptoms of ATDs that require further medical evaluation.

3. An explanation of the modes of transmission of ATDs and applicable source control procedures.

4. An explanation of the employer's ATD Exposure Control Plan and/or Biosafety Plan, and the means by which the employee can obtain a copy of the written plan and how they can provide input as to its effectiveness.

5. An explanation of the appropriate methods for recognizing tasks and other activities that may expose the employee to ATDs.

6. An explanation of the use and limitations of methods that will prevent or reduce exposure to ATDs including appropriate engineering and work practice controls, decontamination and disinfection procedures, and personal and respiratory protective equipment.

7. An explanation of the basis for selection of personal protective equipment, its uses and limitations, and the types, proper use, location, removal, handling, cleaning, decontamination and disposal of the items of personal protective equipment employees will use.

8. A description of the employer's TB surveillance procedures, including the information that persons who are immune-compromised may have a false negative test for LTBI.

    - EXCEPTION: Research and production laboratories do not need to include training on surveillance for LTBI if *M. tuberculosis* containing materials are not reasonably anticipated to be present in the laboratory.

9. Training meeting the requirements of Section 5144(k) of these orders for employees whose assignment includes the use of a respirator.

10. Information on the vaccines made available by the employer, including information on their efficacy, safety, method of administration, the benefits of being vaccinated, and that the vaccine and vaccination will be offered free of charge.

11. An explanation of the procedure to follow if an exposure incident occurs, including the method of reporting the incident, the medical follow-up that will be made available, and post-exposure evaluation.

12. Information on the employer's surge plan as it pertains to the duties that employees will perform.

13. As applicable, this training shall cover the plan for surge receiving and treatment of patients, patient isolation procedures, surge procedures for handling of specimens, including specimens from persons who may have been contaminated as the result of a release of a biological agent, how to access supplies needed for the response including personal protective equipment and respirators, decontamination facilities and procedures, and how to coordinate with emergency response personnel from other agencies.

    - **Reference/link: Emergency Operations Plan**

X. RECORDKEEPING

A. To ensure that SVMH are taking all necessary steps to protect our employees, SVMH are required to keep various records, including employee medical records, training records, and other records of implementation of this ATD Exposure Control Plan.

B. Medical records will be kept confidential. Employees will have access to their own medical records. Anyone with written consent of the employee, Cal/OSHA

representatives, NIOSH, and the local health officer will also be given access to employee medical records in accordance with applicable regulations.

C. SVMH will keep all required medical records for each employee with occupational exposure, including the following information:

D. The employee's name and any other employee identifier used at our workplace.

E. The employee's vaccination status for all vaccines.

F. All PLHCP's written opinions and results of TB assessments.

G. A copy of the information regarding an exposure incident that was provided to the PLHCP.

H. SVMH will retain these records for the duration of the employee's employment plus 30 years. These records will be kept separately from the employee's non-medical personnel records. This is how employees may request copies of their records: employees can submit requests in writing to employee health department and/or employees have limited access thru the employee health electronic medical record. These records are kept separately from their personnel records in Human Resources.

I. SVMH maintains records per hospital policy and according to federal, state and local requirements.

Record	**Location of Record**
Vaccination status of employees including any signed declinations	EHS EMR
Employee medical screening/evaluation/results	EHS EMR
Results of annual employee TB assessments	EHS EMR
Copies of information regarding exposure incidents provided to the PLHCP	Notifications from IP in share drive; N Drive QMS IP, Exposures folder
Training records	Health stream (online education), Dept. Records, Education Department, Employee Health Medical Record
Record of annual review of ATD Exposure Control Plan	Policy Tech by leaders, new hire orientation and annual online education, real-time education by dept. leaders
Records of exposure incidents (exposure analysis; any determinations of no post-exposure follow-up needed)	Kept in shared drive/files for EH, IP, EHS and infectious Disease providers
Records of unavailability of vaccines	Pharmacy
Records of unavailability of AII rooms or areas	Administration Supervisors
Records of decisions not to transfer a patient to another facility for AII due to medical reasons	EMR of the individual patient(s)
Records of inspection, testing, and maintenance of non-disposable engineering controls including ventilation and other air	Facilities/Engineering Department

Record	Location of Record
handling systems, air filtration systems, containment equipment, biological safety cabinets, and waste treatment systems	
Records of the respiratory protection program policy and/or program changes	Policy Tech
Determinations that a PAPR would interfere with successful performance of certain high hazard tasks	Occurrence reporting system

J. Vaccination Records

1. SVMH is required to keep vaccination records for all employees with occupational exposure. This includes both records of vaccinations that SVMH provide them and that the employees supplied to employee health prior to employment with our organization. These records also include any signed declination forms for those vaccinations that are not deemed mandatory by SVMH, local or federal agencies.

2. SVMH ensure that SVMH obtain employee ATD vaccination records prior to their employment, all staff are required to provide appropriate documentation of immunizations/immunity status to Employee Health.

3. These are our procedures for keeping records of ATD vaccinations that SVMH provide to our employees, in their employee health medical record.

K. Copy of Information Given to PLHCP Regarding Exposure Incidents

1. SVMH will also ensure to keep a copy of the information SVMH give to the PLHCP related to exposure incidents, following these procedures and storing the records in the following manner:

L. Training Records

1. SVMH education department and/or department leader(s) will keep documentation of all trainings provided to our employees regarding ATD. Each training record will include the following information:

   - The date(s) of the training.
   - The contents or a summary of the training.
   - The names and qualifications of persons conducting the training or designee to respond to interactive questions.
   - The names and job titles of all persons attending the training.

2. SVMH will retain these records for three years from the date the training occurred.

M. Annual review of our ATD Exposure Control Plan

1. Records of annual review of the ATD Exposure Control Plan will include the following information:

   - Names of the people conducting the review.
   - Dates the review was conducted and completed.
   - Names and work areas of employees involved.
   - Summary of the conclusions.

2. SVMH will retain the record for three years using the following: all information for the above is in our policy management software.

N. Records of Exposure incidents

1. In addition to maintaining medical records of employees involved in exposure incidents, SVMH will maintain the following documentation of exposure incidents:

   - The date(s) of the exposure incident.
   - The names, and any other employee identifiers used in the workplace, of employees who SVMH are included in the exposure evaluation.
   - The disease or pathogen to which employees may have been exposed.
   - The name and job title of the person performing the evaluation.
   - The identity of any local health officer and/or PLHCP consulted.
   - The date of the evaluation.
   - The date of contact and contact information for any other employer who either notified the employer or was notified by the employer regarding potential employee exposure.

2. SVMH will maintain these records according to hospital policy and federal, state and local guidelines. Exposure records will be kept separately from human resources and personnel files.

O. **Records of Unavailability of vaccines**

1. SVMH will retain records of the unavailability of vaccines. These shall include the following information:

   - Name of the person who determined that the vaccine was not available.
   - Name and affiliation of the person providing the vaccine availability information.
   - Date of the contact.

2. The person responsible for maintaining these records is Pharmacy Department Manager/Director

3. SVMH will retain these records for three years, using the following: All unavailable medications including vaccines are reported to the PT/IC Committee.

P. Records Unavailability of AII rooms or areas

1. Any time SVMH require an AII room or area but are unable to locate an available one, SVMH will document the unavailability. In these cases, SVMH will record the following information:

   - Name of the person who determined that an AII room or area was not available.
   - Names and the affiliation of persons contacted for transfer possibilities.
   - Date of contacting the persons for transfer possibilities.
   - Name and contact information for the local health officer providing assistance.
   - Times and dates of contacting the local health officer.

2. SVMH will not record a patient's individually identifiable medical information as a part of this record. SVMH will retain these records for three years.

Q. Records of Decisions Not to Transfer a Patient to Another Facility for AII for Medical Reasons

1. Records of decisions not to transfer a patient to another facility for AII for Medical reasons shall be documented:

   - In the patient's chart
   - A summary shall be provided to the plan administrator providing only the name of the physician determining that the patient was not able to be transferred, the date and time of the initial decision and the date, time and identity of the person(s) who performed each daily review.
   - The summary record, which shall not contain a patient's individually identifiable medical information, shall be retained for three years.

R. Records Inspection, testing, and maintenance of non-disposable engineering controls

1. SVMH will maintain records of inspection, testing, and maintenance of non-disposable engineering controls, including ventilation and other air handling systems, air filtration systems, containment equipment, biological safety cabinets, and waste treatment systems.

2. SVMH will maintain these records for a minimum of five years, including the following information:

- Name(s) and affiliation(s) of the person(s) performing the test, inspection or maintenance.
- Date. Any significant findings and actions that SVMH has taken.

3. SVMH will use the following procedures to maintain these records: Procedures are defined Preventative Maintenance schedules and assigned Work Orders for repairs. All documentation is inputted into our CMMP (Computerized Maintenance Management Program) and kept for a minimum of 5 years.

S. Records of Respiratory protection program

1. SVMH will establish and maintain records of our respiratory protection program. These include records of employee medical evaluations, fit test records, and training records.

Reference/link:

- **HEALTHCARE WORKER RESPIRATORY PROTECTION PROGRAM**

XI. OBTAINING ACTIVE INVOLVEMENT OF EMPLOYEES TO UPDATE THE PLAN

A. As part of our annual review process to update this ATD Exposure Control Plan, SVMH obtain the active involvement of employees and not just managers and supervisors. Active involvement means more than merely having a form available that employees can fill out at their leisure.

B. These are our procedures to obtain the active involvement of employees:
   a. with respect to the procedures performed in their respective work areas or departments by actively asking employees for input in meetings,
   b. solicit input during annual trainings,
      i. SVMH will provide annual employee education of this plan with opportunity for questions and recommendations of this plan by the employees, provided by our online education system.
      ii. These recommendations made by employee (s), will be reviewed and used in the annual review of this plan. Workplace Safety Committee will oversee this process.

XII. SURGE PROCEDURES

A. Our employees will provide services in surge conditions, such as large outbreaks of aerosol transmissible disease or release of a biological agent. When the event arises, SVMH will implement the surge procedures described below.

B. When our employees provide services during surge conditions, SVMH will ensure that the following work practices are followed:
Reference/link: EMERGENCY OPERATIONS PLAN

C. During these responses, SVMH will set up the following kinds of decontamination facilities: SVMH have a decontamination trailer located outside the ER that can decontaminate up to 3 people at a time.
D. The decontamination facilities will be located in the following areas: See above answer.
E. SVMH will also ensure that our employees have adequate types and supplies of respiratory protection, gloves, shoe covers, Tyvek suits, and any other PPE:
    1. Materials Management keeps an average of 7 days on hand of all PPE at the main campus. Materials Management also keep an Emergency Supply of PPE at our offsite warehouse.
    2. The amount of PPE at the offsite warehouse meets the standards outlined in AB2537 and SB275. In addition, SVMH keep all Class A respirators, Tyvek suits, etc. in our Emergency Management Trailer.

Reference/link:

- EMERGENCY MANAGEMENT FOR MASS CASUALTY INCIDENTS
- BIOTERRORISM READINESS PLAN
- Infection Prevention Pandemic Plan Emerging Infectious Diseases

F. Even during periods when there are no surge conditions, SVMH will implement the following procedures so that if surge conditions do arise, SVMH will have adequate supplies of all necessary PPE (i.e., stockpiling, procurement methods): Materials Management maintains a 7-day supply of all equipment except for PPE covered by SB275/AB2537 for which they keep a 45-day supply.
G. The PPE and respiratory protection will be stored in the following areas of our facility:
    - Emergency Preparedness Supplies in designated areas.

H. This is how SVMH ensure that the protective equipment will be accessible to employees when needed during surge procedures: Generally, they will be retrieved and distributed per the EOP plan (or you could say under the direction of the Incident Command)
I. Emergency Liaison Officer via our Incident Command Center is in charge of communicating our activities with the local and regional emergency response agencies. These are our procedures for interacting with the local and regional emergency plan: The Incident Commander, or designee, would be in charge of this. SVMH are members of the Monterey County Healthcare Coalition and SVMH have a few key communication pathways to rely on:
    1. Is to call the Monterey County MOHOAC, and
    2. SVMH can use the READYNET portal via the ED Charge Nurses to reach out to the other hospitals and facilities in our county.
    3. SVMH can also communicate with these entities using the 800-megawatt radio system via the ED Charge Nurses.

XIII. Abbreviations/Definitions

1. **Aerosol transmissible disease (ATD) or aerosol transmissible pathogen (ATP)**: A disease or pathogen for which droplet precautions or airborne isolation are recommended.

2. **Aerosol transmissible pathogen – laboratory (ATP-L)**: A disease or pathogen for which droplet precautions or airborne isolation are required (refer to appendix B).

3. **Airborne infection isolation (AII)**: Infection control procedures as described in Guidelines for Preventing the Transmission of *Mycobacterium tuberculosis in* Health- Care Settings. These procedures are designed to reduce the risk of transmission of airborne infectious pathogens and apply to patients known or suspected to be infected with epidemiologically important pathogens that can be transmitted by the airborne route.

4. **Airborne infection isolation room or area (AIIR):** A room, area, booth, tent, or other enclosure that is maintained at negative pressure to adjacent areas in order to control the spread of aerosolized *M. tuberculosis* and other airborne infectious pathogens and that meets the requirements stated in engineering controls of this plan.

5. **Airborne infectious disease (AirID):** Either: (1) an aerosol transmissible disease transmitted through dissemination of airborne droplet nuclei, small particle aerosols, or dust particles containing the disease agent for which AII is recommended by the CDC or CDPH, or (2) the disease process caused by a novel or unknown pathogen for which there is no evidence to rule out with reasonable certainty the possibility that the pathogen is transmissible through dissemination of airborne droplet nuclei, small particle aerosols, or dust particles containing the novel or unknown pathogen.

6. **Airborne infectious pathogen (AirIP):** Either: (1) an aerosol transmissible pathogen transmitted through dissemination of airborne droplet nuclei, small particle aerosols, or dust particles containing the infectious agent, and for which the CDC or CDPH recommends AII, or (2) a novel or unknown pathogen for which there is no evidence to rule out with reasonable certainty the possibility that it is transmissible through dissemination of airborne droplet nuclei, small particle aerosols, or dust particles containing the novel or unknown pathogen.

7. **Droplet precautions**: Infection control procedures as described in CDC Guideline for Transmission-based Precautions designed to reduce the risk of transmission of infectious agents through contact of the conjunctivae or the mucous membranes of the nose or mouth of a susceptible person with large-particle droplets (larger than 5

μm in size) containing microorganisms generated from a person who has a clinical disease or who is a carrier of the microorganism

8. **Exposure incident**: An event in which all of the following has occurred: (1) An employee has been exposed to an individual who is a case or suspected case of a reportable ATD, or to a work area or to equipment that is reasonably expected to contain ATPs associated with a reportable ATD; and (2) The exposure occurred without the benefit of applicable exposure controls required by this section, and (3) It reasonably appears from circumstances of the exposure that transmission of disease is sufficiently likely to require medical evaluation.

9. **Guideline for Isolation Precautions:** The Guideline for Isolation Precautions: Preventing Transmission of Infectious Agents in Healthcare Settings, June 2007, CDC

10. **Guidelines for Preventing the Transmission of *Mycobacterium tuberculosis* in Health- Care Settings:** The Guidelines for Preventing the Transmission of *Mycobacterium tuberculosis* in Health-Care Settings, December 2005, CDC

11. **Health care provider**: A physician and surgeon, a veterinarian, a podiatrist, a nurse practitioner, a physician assistant, a registered nurse, a nurse midwife, a school nurse, an infection control practitioner, a medical examiner, a coroner, or a dentist

12. **Health care worker**: A person who works in a health care facility, service or operation

13. **High hazard procedures**: Procedures performed on a person who is a case or suspected case of an aerosol transmissible disease or on a specimen suspected of containing an ATP-L, in which the potential for being exposed to aerosol transmissible pathogens is increased due to the reasonably anticipated generation of aerosolized pathogens. Such procedures include, but are not limited to, sputum induction, bronchoscopy, aerosolized administration of pentamidine or other medications, and pulmonary function testing. High Hazard Procedures also include, but are not limited to, autopsy, clinical, surgical and laboratory procedures that may aerosolize pathogens

14. **Individually identifiable medical information** means medical information that includes or contains any element of personal identifying information enough to allow identification of the individual, such as the patient's name, address, electronic mail address, telephone number, or social security number, or other information that, alone or in combination with other publicly available information, reveals the individual's identity

15. **Infection Preventionist (IP):** An infection control professional who is knowledgeable about infection control practices, including routes of transmission, isolation precautions and the investigation of exposure incidents

16. **Infectious:** Having the ability to transmit TB or ATD/ATP to other people via respiratory droplet nuclei, fomites or during autopsy

17. **Initial treatment**: Treatment provided at the time of the first contact a health care provider has with a person who is potentially an AirID case or suspected case. Initial treatment does not include high hazard procedures

18. **Laboratory**: A facility or operation in a facility where the manipulation of specimens or microorganisms is performed for the purpose of diagnosing disease or identifying disease agents, conducting research or experimentation on microorganisms, replicating microorganisms for distribution or related support activities for these processes

19. **Local health officer**: The health officer for the local jurisdiction responsible for receiving and/or sending reports of communicable diseases, as defined in Title 17, CCR
**NOTE: Title 17, Section 2500 of CCR requires that reports be made to the local health officer for the jurisdiction where the patient resides.*

20. ***M. tuberculosis*** **(TB or *M. tb*) means *Mycobacterium tuberculosis***: The scientific name of the bacterium that causes tuberculosis

21. **Negative pressure**: The relative air pressure difference between two areas. The pressure in a containment room or area that is under negative pressure is lower than adjacent areas, which keeps air from flowing out of the containment room or area and into adjacent rooms or areas

22. **NIOSH**: The National Institute for Occupational Safety and Health

23. **Novel or unknown ATP**: A pathogen capable of causing serious human disease meeting the following criteria:
    a. There is credible evidence that the pathogen is transmissible to humans by airborne and/or droplet transmission and;
    b. The disease agent is:
        i. A newly recognized pathogen, or
        ii. A newly recognized variant of a known pathogen and there is reason to believe that the variant differs significantly from the known pathogen in virulence or transmissibility, or
        iii. A recognized pathogen that has been recently introduced into the human population, or
        iv. A not yet identified pathogen

24. **NOTE*: Variants of seasonal influenza virus that typically are not considered novel or unknown ATPs. Pandemic influenza strains that have not been fully characterized are novel pathogens.

25. **Occupational exposure**: Exposure from work activity or working conditions that is reasonably anticipated to create an elevated risk of contracting any disease

caused by ATPs if protective measures are not in place. In this context, "elevated" means higher than what is considered ordinary for employees having direct contact with the general public outside of the facilities, service categories and operations listed in subsection (a)(1) of this standard.

26. Occupational exposure is presumed to exist to some extent in each of the facilities, services and operations listed in subsection (a)(1)(A) through (a)(1)(H) of the California Code of Regulations, Title 8, Section 5199, Aerosol Transmissible Diseases. Whether a particular employee has, occupational exposure depends on the tasks, activities, and environment of the employee, and therefore, some employees of a covered employer may have no occupational exposure. For example, occupational exposure typically does not exist where a hospital employee works only in an office environment separated from patient care facilities or works only in other areas separate from those where the risk of ATD transmission, whether from patients or contaminated items, would be elevated without protective measures. It is the task of employers covered by this standard to identify those employees who have occupational exposure so that appropriate protective measures can be implemented to protect them as required. Employee activities that involve having contact with or being within exposure range of cases or suspected cases of ATD, are always considered to cause occupational exposure. Similarly, employee activities that involve contact with, or routinely being within exposure range of, at-risk populations are considered to cause occupational exposure. Employees working in laboratory areas in which ATP are handled or reasonably anticipated to be present are also considered to have occupational exposure

27. **Physician or other licensed health care professional (PLHCP)** means an individual whose legally permitted scope or practice (i.e., license, registration, or certification) allows him or her to independently provide, or be delegated the responsibility to provide, some or all health care services required by this section.

28. **PPD (Purified Protein Derivative):** The substance used in a skin test to determine presence of hypersensitivity to tuberculin protein, signifying exposure to the organism

29. **Referral**: The directing or transferring of a possible ATD case to another facility, service or operation for the purposes of transport, diagnosis, treatment, isolation, housing or care.

30. **Reportable aerosol transmissible disease (RATD)**: A disease or condition which a health officer, in accordance with Title 17 CCR, Division 1, Chapter 4, and which meets the definition of an aerosol transmissible disease (ATD)

31. **Respirator**: A device which has met the requirements of 42 CFR Part 84, has been designed to protect the wearer from inhalation of harmful atmospheres, and has been approved by NIOSH for the purpose for which it is used

32. **Respiratory Hygiene/Cough Etiquette in Health Care Settings: Respiratory Hygiene/Cough Etiquette in Health Care Settings,** CDC, November 4, 2004, which is hereby, incorporated by reference for the sole purpose of establishing requirements for source control procedures

33. **Risk:** The likelihood of an individual acquiring or having acquired TB by virtue of behavior, underlying medical condition, occupation, international travel, personal contact or socioeconomic conditions

34. **Screening (health care provider):** The initial assessment of persons who are potentially AirID or ATD cases by a health care provider in order to determine whether they need airborne infection isolation or need to be referred for further medical evaluation or treatment to make that determination. Screening does not include diagnostic testing

35. **Screening (non-health care provider):** The identification of potential ATD cases through readily observable signs and the self-report of patients or clients. Screening does not include diagnostic testing

36. **Significant exposure:** An exposure to a source of ATPs or ATP-L in which the circumstances of the exposure make the transmission of a disease sufficiently likely that the employee requires further evaluation by a PLHCP

37. **Source control measures:** The use of procedures, engineering controls, and other devices or materials to minimize the spread of airborne particles and droplets from an individual who has or exhibits signs or symptoms of having an ATD, such as persistent coughing

38. **Surge:** A rapid expansion beyond normal services to meet the increased demand for qualified personnel, medical care, equipment, and public health services in the event of an epidemic, public health emergency, or disaster

39. **Susceptible person:** A person who is at risk of acquiring an infection due to a lack of immunity as determined by a PLHCP in accordance with current CDC or California Department of Health guidelines

40. **Suspected case:** Either of the following:
    A person whom a health care provider believes, after weighing signs, symptoms, and/or laboratory evidence to probably have a disease or condition listed in Section
    a. IV. A. 6 of the California Code of Regulations, Title 8, Section 5199, Aerosol Transmissible Diseases

41. A person who is considered a probable case, or an epidemiologically- linked case, or who has supportive laboratory findings under the most recent communicable disease surveillance case definition established by CDC and published in the Morbidity and Mortality Weekly Report (MMWR) or its supplements as applied to a particular disease or condition listed in Section IV.

A. 6 of the California Code of Regulations, Title 8, Section 5199, Aerosol Transmissible Diseases

42. **TB or *M. tb***: The organism *Mycobacterium tuberculosis*, the causative agent of the infection which leads to disease of people infected

43. **TB conversion**: A change from negative to positive as indicated by TB test results, based upon current CDC or California Department of Public Health guidelines for interpretation of the TB test

44. **TB transmission**: The spread of TB from one person to another. This occurs via the airborne route by inhalation of droplet nuclei, small (1-5 micron) residual of aerosols suspended in air exhaled by a person with active disease. Most TB is transmitted by patients not known to have active disease, but who in fact have cavitary, pulmonary, laryngeal disease, by coughing, speaking, singing, or spitting. Individuals with exposure to air contaminated in such a way have a risk of acquisition of organisms proportionate to the degree of contamination of the air and the total volume of that air inhaled. Highest risk of acquisition is in household settings, or enclosed locations of poor ventilation, such as shelters, aircraft or older engineered facilities

45. **Treatment**: The use of chemotherapy to kill ATD in patients or employees with disease, including chemoprophylaxis

46. **Test for Tuberculosis Infection (TB Test)**: Any test, including the tuberculin skin test (TST) and blood assays for M. Tuberculosis (BAMT) such as interferon gamma release assays
(IGRA) which: (1) has been approved by the Food and Drug Administration for the purposes of detecting tuberculosis infection, and (2) is recommended by the CDC for testing for TB infection in the environment in which it is uses, and (3) is administered, performed, analyzed and evaluated in accordance with those approvals and guidelines

47. **Tuberculosis (TB or *M. tb*)**: A disease caused by *M. tuberculosis*

XIV. References

A. Safety

1. 8 CCR 5199: https://www.dir.ca.gov/title8/5199.html

2. The Joint Commission Comprehensive Accreditation Manual for Hospitals

- Environment of Care Chapter:

- Infection Prevention and Control Chapter:

B. Employee Health

1. (CalOSHA, 2020)

C. Infection Prevention

1. California Conference of Local Health Officers (CCLHO) Contact Information: www.cdph.ca.gov/Programs/CCLHO/Pages/LHD%20Contact%20Information.aspx

2. California Local Health Department Contact Information for Communicable Disease Reporting: www.cdph.ca.gov/Programs/CCLHO/CDPH%20Document%20Library/LHD_CD_Contact_Info_ADA.pdf

3. CDPH Division of Communicable Disease Control Homepage: www.cdph.ca.gov/Programs/CID/DCDC/Pages/DCDC.aspx

4. CDPH Guide to Respirator Use in Health Care – a Toolkit for Program Administrators: www.cdph.ca.gov/Programs/CCDPHP/DEODC/OHB/Pages/RespToolkit.aspx

5. CDPH Healthcare-Associated Infections Program - Effective Cleaning Strategies: www.cdph. ca.gov/Programs/CHCQ/HAI/Pages/EnvironmentalCleaning.aspx

6. CDPH Respirator Selection Guide for Aerosol Transmissible Diseases: www.cdph.ca.gov/Programs/CCDPHP/DEODC/OHB/CDPH%20Document%20Library/HCResp-ATD-RespSelectGuide.pdfTitle 17

7. CDC Fact Sheet – Tuberculin Skin Testing: www.cdc.gov/tb/publications/factsheets/testing/skintesting. pdf

8. CDC Guidelines for Environmental Infection Control in Health-Care Facilities (2003): www.cdc. gov/infectioncontrol/guidelines/environmental/index.html

9. CDC Guideline for Isolation Precautions: Preventing Transmission of Infectious Agents in Healthcare Settings (2007): www.cdc.gov/infectioncontrol/guidelines/isolation/index.html

10. CDC Guidelines for Preventing the Transmission of Mycobacterium tuberculosis in Health-Care Settings (2005): www.cdc.gov/mmwr/preview/mmwrhtml/rr5417a1.htm

11. CDC “Pink Book” - Epidemiology and Prevention of Vaccine-Preventable Diseases: www.cdc.gov/ vaccines/pubs/pinkbook/index.html Resources Aerosol Transmissible Diseases 54

12. CDC Recommended Vaccines for Healthcare Workers: www.cdc.gov/vaccines/adults/rec-vac/hcw.html

13. CDC Respiratory Hygiene/Cough Etiquette in Healthcare Settings: www.cdc.gov/flu/professionals/ infectioncontrol/resphygiene.htm

14. Selected EPA-registered Disinfectants: www.epa.gov/pesticide-registration/selected-epa-registereddisinfectants

15. OSHA Respiratory Protection Program Toolkit for Hospitals: www.osha.gov/Publications/OSHA3767. pdf

16. Title 17 CCR Division 1, Chapter 4, Reporting to the Local Health Authority: https://govt.westlaw.com/calregs/Document/I5849DB60A9CD11E0AE80D7A8DD0B623B?viewType=FullText&originationContext= documenttoc&transitionType=CategoryPageItem&contextData=(sc.Default)

Salinas Valley Memorial Healthcare System

DISPENSING OF NALOXONE FROM EMERGENCY DEPARTMENT

Reference Number	6941
Effective Date	Not Set
Applies To	Education Department, EMERGENCY DEPT
Attachments/Forms	

I. POLICY STATEMENT:

A. ~~The Naloxone Distribution Program aims to address the opioid crisis by reducing opioid overdose deaths through the provision of free naloxone, in its nasal spray formulation. Under guidance from the California Department of Health Care Services, emergency departments are eligible entities for the Naloxone Distribution Project and may provide take-home doses of Naloxone to patient or visitor.~~N/A

II. PURPOSE:

A. To outline a program for the Emergency Department (ED) to distribute naloxone kits, educate patients and visitors / public on opioid use risks, and reduce the number of overdose deaths.

~~A. To outline program that will distribute Naloxone kits, educate patients and visitors on opioid use risks, and reduce the number of overdose deaths.~~

III. DEFINITIONS:

A. RN-Registered Nurse
B. ED-Emergency Department
C. EHR – Electronic Health Record
D. DHCE- Department of Health Care Services
E. SAMHSA- Substance Abuse and Mental Health Services Administration
F. NDP- Naloxone Distribution Program
G. Naloxone-an opioid antagonist
H. Overdose Prevention Educator- Emergency Department personnel who have received opioid overdose prevention and treatment training to allow distribution of naloxone under the NDP.
I. THN – Take Home Naloxone

~~A. MD-Medical Doctor~~
~~B. RN-Registered Nurse~~
~~C. CA-Clinical Assistant~~
~~D. ED-Emergency Department~~
~~E. DHCE- Department of Health Care Services~~
~~F. SAMHSA- Substance Abuse and Mental health Services Administration~~
~~G. NDP- Naloxone Distribution Program~~

~~H. Naloxone-an opioid antagonist~~

~~I. Overdose Prevention Educator- Staff who have received opioid overdose prevention and treatment training so they can distribute Naloxone under the NDP and train the individuals who receive Naloxone from them.~~

IV. GENERAL INFORMATION:

A. The NDP aims to address the opioid crisis by reducing opioid overdose deaths through the provision of free naloxone, in its nasal spray formulation. Under guidance from the California Department of Health Care Services, emergency departments are eligible entities for the NDP and may provide take-home doses of Naloxone to patient or the public.

B. The NDP is a statewide naloxone distribution program funded at the federal level by SAMHSA and administered by California's state Department of Health Care Services (DHCE) to combat opioid overdose-related deaths throughout California.

C. A Medical Provider, RN, or Social Worker may act as an Overdose Prevention Educator provided they complete the required education.

D. Eligible persons - Patients / family member or friend or member of the public who presents to Salinas Valley Memorial Hospital Emergency Department and identified by staff to be at risk for opioid overdose, including stimulant use, or in a position to assist a person at risk of an opioid-related overdose.

- ***people who smoke, snort, and inject stimulants are now being unexpectedly exposed to stimulants contaminated with fentanyl, often with catastrophic results.***

~~A. The NDP is a statewide naloxone distribution program funded at the federal level by SAMHSA and administered by California's state Department of Health Care Services (DHCE) to combat opioid overdose-related deaths throughout California. The NDP aims to address the opioid crisis by reducing opioid overdose deaths through the provision of free take-home Naloxone (THN), the reversal medication for opioid overdose, in its nasal spray formulation.~~

V. PROCEDURE:

A. Acquisition—

1. The department of Pharmacy is responsible for the procurement, oversight, and distribution of Naloxone, as defined in this policy.

B. Storage

1. The THN is stored separately from the hospital's pharmacy inventory.

2. The locked cabinet is located above the medication pyxis in the Main Side ED and is accessible only to personnel who are authorized to distribute THN and have received the appropriate training.

C. Distribution

1. Members of the public requesting THN do not need to register as a patient and can remain anonymous.

2. A log is maintained in the ED to track the distribution of THN (Log is in NDP binder in cabinet). The staff member distributing the THN to a patient/public is responsible for completing the log in full.

D. Administration

1. THN is issued by Standing Order from the NDP Program Director, (Copy of Standing Order is in NDP binder in the locked cabinet.

2. ED patients: an order is placed in Meditech for Naloxone distribution with documentation in the EHR: "Naloxone and overdose education provided."

3. Education on overdose prevention and instruction for use of THN is reviewed with the patient or individual receiving the THN kit.

4. A social services consult will be generated for follow up after patient is discharged.

~~Control~~

~~Monthly the pharmacist conducts medication surveillance to assure appropriate control of medications.~~

E. Personnel Training

1. The Overdose Prevention Educator has received opioid overdose prevention and treatment training and can distribute naloxone under the NDP.

2. Overdose Prevention Educator Training documents are maintained in the ED education files.

DISPENSING OF NALOXONE FROM EMERGENCY DEPARTMENT

A. Patients or visitors present to Salinas Valley Memorial Hospital Emergency Department and are identified by staff to be at risk for opioid overdose; or a patient or visitor who is a family member, friend, or other person in a position to assist a person at risk of an opioid-related overdose.
    a. Any patient or visitor at risk of an opioid-related overdose (prescribed or illicit opioids),
    b. OR a patient or visitor who is a family member, friend, or other person in a position to assist a person at risk of an opioid-related overdose.
    c. OR a patient or visitor who uses stimulants, or a patient or visitor who is a family member, friend, or other person in a position to assist a person who uses stimulants.
    d. People who smoke, snort, and inject stimulants are now being unexpectedly exposed to stimulants contaminated with Fentanyl, often with catastrophic results.

B. Any ED Staff member (Medical Provider, RN, Social Worker, CA) may act as an Overdose Prevention Educator provided they complete the education outlined in this policy.

C. The Overdose Prevention Educator staff member has received opioid overdose prevention and treatment training and can distribute Naloxone under the NDP and train individuals receiving the Naloxone from them.

D. Overdose Prevention Educator Training Sign-Off forms are kept with ED education files. Copy of this form will be in NDP binder to verify education of person distributing THN kits. If education has not been completed there is a link and QR code on instruction sheet (in binder) for the 11 minute training video and review of NDP binder's contents.

E. The free THN is stored separately from the hospital's pharmacy inventory in the Main Side ED in an accessible cabinet above the medication Pyxis.

F. Free unlabeled THN may be distributed and can be issued by Standing Order by the NDP program Director. (Copy of Standing Order is in NDP binder in cabinet storing THN).

G. Emergency Department is required to keep a log and track the distribution of the Naloxone doses handed out from the ED through this program. (Log is in NDP binder in cabinet with THN kits). The staff member distributing the THN to a patient/visitor is responsible for filling out the log sheet that is associated with each of the 12-pack naloxone boxes provided by DHCS. Every time someone distributes one of the THN kits it is documented on the log sheet with each corresponding kit:
    a. Date
    b. Initials of staff member distributing
    c. Instructions on the Naloxone box are reviewed with the recipient receiving the THN kit.

H. For patients in the ED, there may be an order placed in Meditech for Naloxone distribution. Also, patients in the ED should have documentation in the patient record: "Naloxone and overdose education provided."

~~I. For anyone receiving the Naloxone who is not a patient in the ED, they do not need to register as a patient and can remain anonymous. A visitor may also be friends/family at the bedside of a loved one.~~

~~J. A referral for a social services consult will be generated for attempted follow up after discharge.~~

VI. EDUCATION/TRAINING:

A. Education and/or training is provided as needed. ~~Training must include:~~

~~a. The cause of an opioid overdose~~

~~b. How to recognize an opioid overdose~~

~~c. Basic mouth to mouth resuscitation (not advised during Covid-19)~~

~~d. How to contact appropriate emergency medical services by dialing 911~~

~~e. How to administer Naloxone~~

~~**All of these items are reviewed in this 11 minute YouTube Video trainer from the California Department of Public Health (CDPH: https://tinyurl.com/CA-Naloxone. This video can be used as your staff training video.**~~

~~B. Additional education should include:~~

~~a. Review your site's Policy/Standing Operating Procedure~~

~~b. NDP instructions~~

~~c. Contact information for Program Director~~

~~d. Where take-home Naloxone is stored and how to complete the log sheet appropriately~~

~~e. Instructions on how to educate the patient receiving take-home Naloxone~~

A.

VII. REFERENCES:

A. Guide to Naloxone Distribution (June 2021). California Bridge Program, Public Health Institute.

B. California Department of Public Health (CDPH) training video: https://tinyurl.com/CA-Naloxone

C. DHCS Naloxone Distribution Program FAQs: https://www.californiamat.org/wp-content/uploads/2021/08/Naloxone-Distribution-Project-FAQs-Aug-2021.pdf-1.pdf. August 2021. Accessed December, 2021.

~~A. Guide to Naloxone Distribution (June 2021). California Bridge Program, Public Health Institute.~~

~~B. California Department of Public Health (CDPH) training video: https://tinyurl.com/CA-Naloxone~~

~~C. DHCS Naloxone Distribution Program FAQs: https://www.californiamat.org/wp-content/uploads/2021/08/Naloxone-Distribution-Project-FAQs-Aug-2021.pdf-1.pdf. August 2021. Accessed December, 2021.~~

Salinas Valley Memorial Healthcare System

LOOK ALIKE, SOUND ALIKE MEDICATION MANAGEMENT

Reference Number	304
Effective Date	Not Set
Applies To	All Departments
Attachments/Forms	~~Attachment A~~Attachment A: FDA Approved list of Generic Drug name with Tall Man Letters Attachment B: Look-alike and/or Sound-alike Drug Names

I. POLICY STATEMENT:

A. Maintain a list of look-alike, sound-alike drugs used in the organization, and to implement measures to prevent errors involving the interchange of these drugs. Measures to manage those medicines will include use of staff education and orientation, double checks, TALLman lettering on the MAR, computer strategies using warnings such as implementing *LOOK-SOUND ALIKE* into the ~~Meditech~~ EMR pharmacy system, clinical data sets for Look Alike, Sound Alike medications will be programmed in the Pyxis ES devices from the Pharmacy console so that a clinical data screen pops up. People using the Pyxis ES such as Nursing will be required to accept the screen BEFORE the nurse can obtain the medication.

B. Look Alike, Sound Alike medications will be segregated wherever possible using cubie drawers in the Pyxis. Wherever possible, Look Alike, Sound Alike medicines will be separated from each other in pharmacy. Refer to Table I and Table II: FDA Approved list of Generic Drug name with Tall Man letters.

C. Clinical Data Categories will be used to identify and enhance safe use of Look Alike, Sound Alike medicines.

II. PURPOSE:

A. To guide the staff to safely manage Look Alike and Sound Alike medications consistent with National Patient Safety Goals (NPSG) and Institute of Safe Medication Practices (ISMP) guidelines.~~.~~

III. DEFINITIONS:

A. Pyxis ES Medstation: an automated dispensing and inventory control device.

B. Look Alike, Sound Alike: Medicines that have brand or generic names or packaging that is similar enough to make errors possible or probable when they are dispensed to patients.

C. ISMP: Institute for Safe Medication Practices: An organization dedicated to identifying possible medication problems and their solutions.

D. CDC: Clinical Data Category (also known as Sets): A Pyxis program strategy wherein formulary medicines can be assigned to up to four groups. When medicines are assigned to a particular CDC category, a clinical data screen will appear when the medicine is entered that prompts the user to enter clinical data and accept the screen when such a formulary item is removed, returned or wasted at a Pyxis ES station.

E. Clinical Data Screen: An awareness technique used by Pyxis programmers which causes an individualized "pop up" to appear when a designated medicine is selected.

F. Tall Man or TALLman lettering: A safety strategy where Uppercase and Lower case letters are used to identify Look Alike and Sound Alike medications. For example: DOPamine and DOBUTamine.

G. MSTC: Medication Safety Team\Committee

H. eMAR – Electronic Medication Administration Record

IV. GENERAL INFORMATION:

A. N/A

V. PROCEDURE:

A. The Pharmacy Department, in conjunction with nursing services and the medical staff, will develop and maintain a list of look-alike, sound-alike drugs that are stored, dispensed, and administered throughout the organization.

B. The list of Look Alike, Sound Alike medicines will be approved by the medical staff as a physician awareness technique due to the nature of potential drug interchange. Because of the changing nature of the healthcare industry, the list will be reviewed at least annually by the Pharmacy and Therapeutics Committee for revision and continued approval. Awareness of emerging problematic names and error prevention recommendations will be provided by periodic visits to ISMP (www.ismp.org) FDA (www.fda.gov), and USP (www.usp.org). The Joint Commission website no longer maintains a list of look-alike/sound-alike drug names. They now direct viewers to the ISMP list. https://www.ismp.org/recommendations/tall-man-letters-list See Attachment A.

C. This list will be distributed to all licensed independent practitioners (physicians) at least annually, and as necessary when revisions are made. Measures outlined in accompanying policies, such as the PYXIS SYSTEM MANAGEMENT , The Pharmacy Department DRUG PROCUREMENT / INVENTORY CONTROL policy and procedure, the organizational Prescribing/Ordering General Practices, HIGH ALERT MEDICATIONS and MEDICATION USE policies and procedures, will be undertaken to prevent medication errors related to the procurement, storage,

preparation, distribution and administration of look-alike, sound-alike and high alert medications.

D. When new Pyxis ES devices are purchased, the device default settings will be modified to activate the CDC categories for that device.

E. Once CDC categories are activated on a new Pyxis ES device, the pharmacist or Pyxis technician will manually check the device by entering a look alike, sound alike medicine as well as a high alert medicine in order to make certain that the CDC categories are active and that the clinical data screen that a practitioner using the Pyxis ES machine (such as a nurse or respiratory care practitioner) must accept before gaining access to the medicine is also active.

F. All individuals that manage or utilize medications in any manner should become familiar with the drugs listed below and should be aware of the potential for error due to the look-alike, sound-alike nature. Specific medications are listed in Attachment A.

G. The Medication Safety Team\Committee (MSTC) will review the LASA policy and medication list annually. Research is done periodically by visiting the FDA, ISMP or USP websites for updated information. The Medication Errors related to LASA medications during the previous year will be reviewed and analyzed for possible addition to the current LASA list. See Attachment B.

H. The MSTC forwards recommendations to the Pharmacy & Therapeutics Committee for review and further action as necessary.

I. The current list of high alert and look-alike sound-alike medications will be placed on each Pyxis ES machine for immediate reference.

J. Periodically during the year, the pharmacy director or designate will determine if any identified look alike, sound alike or other problematic medication warrants immediate communication to P&T and the medical staff or if it should be placed in the file for annual update of the Look Alike, Sound Alike list.

K. Documentation:

1. Documentation will be accomplished on the eMAR using “TALLman” lettering.
2. Documentation on labeling (for example on Roxanol-morphine sulfate) will have the words “LOOK-SOUND ALIKE* following the drug concentration which is found in the label contents in ~~Meditech~~the EMR.
3. High alert medications which also may be look alike, sound alike medicines will also receive HIGH ALERT notifications found in the label contents section of ~~Meditech~~the EMR.

4. All medications dispensed from the pharmacy not found in the Pyxis ES medstation will have identifiers of look alike sound alike and high alert labels attached to them.
5. Information obtained from ISMP, FDA and/or USP regarding emerging problematic names, medicines and error prevention strategies will be maintained in a Look Alike, Sound Alike file in the Pharmacy and shared with nursing, medical and other staff prior to filing.

VI. EDUCATION/TRAINING:

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

VII. REFERENCES:

A. Survey on LASA Drug Name Pairs:
Who Knows What's On Your List And The Best Ways to Prevent Mix-Ups
FDA and ISMP List of Look-Alike Drug Names with Recommended Tall Man Letters
//www.ismp.org/tools/tallmanletters.pdf accessed December 2019~~June 2014~~

B. ISMP's List of Confused Drug Names. Retrieved from Institute for Safe Medication Practices www.ismp.org February 2019

~~B.~~C. ~~June 2014.~~ https://www.ismp.org/sites/default/files/attachments/2017-11/tallmanletters.pdf

~~C.~~D. Pyxis Medstation System 3500 Station User Guide

ATTACHMENT A

Table 1. FDA-Approved List of Generic Drug Names with Tall Man Letters

Drug Name With Tall Man Letters	Confused With
acetaZOLAMIDE	Confused With acetoHEXAMIDE
acetoHEXAMIDE	Confused With acetaZOLAMIDE
buPROPion	Confused With busPIRone
busPIRone	Confused With buPROPion
chlorproMAZINE	Confused With chlorproPAMIDE
chlorproPAMIDE	Confused With chlorproMAZINE
clomiPHENE	Confused With clomiPRAMINE
clomiPRAMINE	Confused With clomiPHENE
cycloSERINE	Confused With cycloSPORINE
cycloSPORINE	Confused With cycloSERINE
DAUNOrubicin	Confused With DOXOrubicin
dimenhyDRINATE	Confused With diphenhydrAMINE
diphenhydrAMINE	Confused With dimenhyDRINATE
DOBUTamine	Confused With DOPamine
DOPamine	Confused With DOBUTamine

Table 1. FDA-Approved List of Generic Drug Names with Tall Man Letters

Drug Name With Tall Man Letters	Confused With
DOXOrubicin	Confused With DAUNOrubicin
glipiZIDE	Confused With glyBURIDE
glyBURIDE	Confused With glipiZIDE
hydrALAZINE	Confused With hydrOXYzine – HYDROmorphone
HYDROmorphone	Confused With hydrOXYzine – hydrALAZINE
hydrOXYzine	Confused With hydrALAZINE – HYDROmorphone
medroxyPROGESTERone	Confused With methylPREDNISolone – methylTESTOSTERone
methylPREDNISolone	Confused With medroxyPROGESTERone – methylTESTOSTERone
methylTESTOSTERone	Confused With medroxyPROGESTERone – methylPREDNISolone
mitoXANTRONE	Confused With Not specified
niCARdipine	Confused With NIFEdipine
NIFEdipine	Confused With niCARdipine
prednisoLONE	Confused With predniSONE
predniSONE	Confused With prednisoLONE
risperiDONE	Confused With rOPINIRole
rOPINIRole	Confused With risperiDONE
sulfADIAZINE	Confused With sulfiSOXAZOLE
sulfiSOXAZOLE	Confused With sulfADIAZINE

Table 1. FDA-Approved List of Generic Drug Names with Tall Man Letters

Drug Name With Tall Man Letters	Confused With
TOLAZamide	**TOLBUT**amide
TOLBUTamide	**TOLAZ**amide
vin**BLAS**tine	vin**CRIS**tine
vin**CRIS**tine	vin**BLAS**tine

Table 2. ISMP List of Additional Drug Names with Tall Man Letters***

Drug Name With Tall Man Letters	Confused With
ALPRAZolam	**LOR**azepam — clonaze**PAM**
a**MIL**oride	am**LODIP**ine
am**LODIP**ine	a**MIL**oride
ARIPiprazole	**RABE**prazole
AVINza	**INV**anz*
aza**CITID**ine	aza**THIO**prine
aza**THIO**prine	aza**CITID**ine
car**BAM**azepine	**OX**carbazepine
CARBOplatin	**CIS**platin
ce**FAZ**olin	cefo**TE**tan — cef**OX**itin — cef**TAZ**idime — cef**TRIAX**one
cefo**TE**tan	ce**FAZ**olin — cef**OX**itin — cef**TAZ**idime — cef**TRIAX**one
cef**OX**itin	ce**FAZ**olin — cefo**TE**tan — cef**TAZ**idime — cef**TRIAX**one
cef**TAZ**idime	ce**FAZ**olin — cefo**TE**tan — cef**OX**itin — cef**TRIAX**one

Table 2. ISMP List of Additional Drug Names with Tall Man Letters***

Drug Name With Tall Man Letters	Confused With
Drug Name With Tall Man Letters cef**TRIAX**one	Confused With ce**FAZ**olin – cefo**TE**tan – cef**OX**itin – cef**TAZ**idime
Drug Name With Tall Man Letters Cele**BREX**	Confused With Cele**XA***
Drug Name With Tall Man Letters Cele**XA**	Confused With Cele**BREX***
Drug Name With Tall Man Letters chlordiaze**POXIDE**	Confused With chlorpro**MAZINE****
Drug Name With Tall Man Letters chlorpro**MAZINE****	Confused With chlordiaze**POXIDE**
Drug Name With Tall Man Letters **CIS**platin	Confused With **CARBO**platin
Drug Name With Tall Man Letters clo**BAZ**am	Confused With clonaze**PAM**
Drug Name With Tall Man Letters clonaze**PAM**	Confused With clo**NID**ine – clo**ZAP**ine – clo**BAZ**am – **LOR**azepam
Drug Name With Tall Man Letters clo**NID**ine	Confused With clonaze**PAM** – clo**ZAP**ine – Klono**PIN***
Drug Name With Tall Man Letters clo**ZAP**ine	Confused With clonaze**PAM** – clo**NID**ine
Drug Name With Tall Man Letters **DACTIN**omycin	Confused With **DAPTO**mycin
Drug Name With Tall Man Letters **DAPTO**mycin	Confused With **DACTIN**omycin
Drug Name With Tall Man Letters **DEPO**-Medrol*	Confused With **SOLU**-Medrol*
Drug Name With Tall Man Letters diaze**PAM**	Confused With dil**TIAZ**em
Drug Name With Tall Man Letters dil**TIAZ**em	Confused With diaze**PAM**
Drug Name With Tall Man Letters **DOCE**taxel	Confused With **PACL**itaxel
Drug Name With Tall Man Letters **DOXO**rubicin**	Confused With **IDA**rubicin
Drug Name With Tall Man Letters **DUL**oxetine	Confused With **FLU**oxetine – **PAR**oxetine
Drug Name With Tall Man Letters e**PHED**rine	Confused With **EPINEPH**rine

Table 2: ISMP List of Additional Drug Names with Tall Man Letters***	
Drug Name With Tall Man Letters	**Confused With**
Drug Name With Tall Man Letters EPINEPHrine	**Confused With** cPHEDrine
Drug Name With Tall Man Letters epiRUBicin	**Confused With** eriBULin
Drug Name With Tall Man Letters eriBULin	**Confused With** epiRUBicin
Drug Name With Tall Man Letters fentaNYL	**Confused With** SUFentanil
Drug Name With Tall Man Letters flavoxATE	**Confused With** fluvoxaMINE
Drug Name With Tall Man Letters FLUoxetine	**Confused With** DULoxetine — PARoxetine
Drug Name With Tall Man Letters fluPHENAZine	**Confused With** fluvoxaMINE
Drug Name With Tall Man Letters fluvoxaMINE	**Confused With** fluPHENAZine – flavoxATE
Drug Name With Tall Man Letters guaiFENesin	**Confused With** guanFACINE
Drug Name With Tall Man Letters guanFACINE	**Confused With** guaiFENesin
Drug Name With Tall Man Letters HumaLOG*	**Confused With** HumuLIN*
Drug Name With Tall Man Letters HumuLIN*	**Confused With** HumaLOG*
Drug Name With Tall Man Letters hydrALAZINE**	**Confused With** hydroCHLOROthiazide – hydrOXYzine**
Drug Name With Tall Man Letters hydroCHLOROthiazide	**Confused With** hydrOXYzine** – hydrALAZINE**
Drug Name With Tall Man Letters HYDROcodone	**Confused With** oxyCODONE
Drug Name With Tall Man Letters HYDROmorphone**	**Confused With** morphine — oxyMORphone
Drug Name With Tall Man Letters HYDROXYprogesterone	**Confused With** medroxyPROGESTERone**
Drug Name With Tall Man Letters hydrOXYzine**	**Confused With** hydrALAZINE** – hydroCHLOROthiazide

Table 2: ISMP List of Additional Drug Names with Tall Man Letters***

Drug Name With Tall Man Letters	Confused With
Drug Name With Tall Man Letters IDArubicin	Confused With DOXOrubicin** idaruCIZUmab
Drug Name With Tall Man Letters idaruCIZUmab	Confused With IDArubicin
Drug Name With Tall Man Letters inFLIXimab	Confused With riTUXimab
Drug Name With Tall Man Letters INVanz*	Confused With AVINza*
Drug Name With Tall Man Letters ISOtretinoin	Confused With tretinoin
Drug Name With Tall Man Letters KlonoPIN*	Confused With cloNIDine
Drug Name With Tall Man Letters LaMICtal*	Confused With LamISIL*
Drug Name With Tall Man Letters LamISIL*	Confused With LaMICtal*
Drug Name With Tall Man Letters lamiVUDine	Confused With lamoTRIgine
Drug Name With Tall Man Letters lamoTRIgine	Confused With lamiVUDine
Drug Name With Tall Man Letters levETIRAcetam	Confused With levOCARNitine levoFLOXacin
Drug Name With Tall Man Letters levOCARNitine	Confused With levETIRAcetam
Drug Name With Tall Man Letters levoFLOXacin	Confused With levETIRAcetam
Drug Name With Tall Man Letters LEVOleucovorin	Confused With leucovorin
Drug Name With Tall Man Letters LORazepam	Confused With ALPRAZolam clonazePAM
Drug Name With Tall Man Letters medroxyPROGESTERone**	Confused With HYDROXYprogesterone
Drug Name With Tall Man Letters metFORMIN	Confused With metroNIDAZOLE
Drug Name With Tall Man Letters methazolAMIDE	Confused With methIMAzole metOLazone

Table 2: ISMP List of Additional Drug Names with Tall Man Letters***	
Drug Name With Tall Man Letters	**Confused With**
Drug Name With Tall Man Letters methIMAzole	**Confused With** metOLazone — methazolAMIDE
Drug Name With Tall Man Letters metOLazone	**Confused With** methIMAzole — methazolAMIDE
Drug Name With Tall Man Letters metroNIDAZOLE	**Confused With** metFORMIN
Drug Name With Tall Man Letters metyraPONE	**Confused With** metyroSINE
Drug Name With Tall Man Letters metyroSINE	**Confused With** metyraPONE
Drug Name With Tall Man Letters miFEPRISone	**Confused With** miSOPROStol
Drug Name With Tall Man Letters miSOPROStol	**Confused With** miFEPRISone
Drug Name With Tall Man Letters mitoMYcin	**Confused With** mitoXANTRONE**
Drug Name With Tall Man Letters mitoXANTRONE**	**Confused With** mitoMYcin
Drug Name With Tall Man Letters NexAVAR*	**Confused With** NexIUM*
Drug Name With Tall Man Letters NexIUM*	**Confused With** NexAVAR*
Drug Name With Tall Man Letters niCARdipine**	**Confused With** niMODipine — NIFEdipine**
Drug Name With Tall Man Letters NIFEdipine**	**Confused With** niMODipine — niCARdipine**
Drug Name With Tall Man Letters niMODipine	**Confused With** NIFEdipine** — niCARdipine**
Drug Name With Tall Man Letters NovoLIN*	**Confused With** NovoLOG*
Drug Name With Tall Man Letters NovoLOG*	**Confused With** NovoLIN*
Drug Name With Tall Man Letters OLANZapine	**Confused With** QUEtiapine
Drug Name With Tall Man Letters OXcarbazepine	**Confused With** carBAMazepine

Table 2: ISMP List of Additional Drug Names with Tall Man Letters***

Drug Name With Tall Man Letters	Confused With
Drug Name With Tall Man Letters oxyCODONE	Confused With HYDROcodone — OxyCONTIN* — oxyMORphone
Drug Name With Tall Man Letters OxyCONTIN*	Confused With oxyCODONE — oxyMORphone
Drug Name With Tall Man Letters oxyMORphone	Confused With HYDROmorphone** — oxyCODONE — OxyCONTIN*
Drug Name With Tall Man Letters PACLitaxel	Confused With DOCEtaxel
Drug Name With Tall Man Letters PAROxetine	Confused With FLUoxetine — DULoxetine
Drug Name With Tall Man Letters PAZOPanib	Confused With PONATinib
Drug Name With Tall Man Letters PEMEtrexed	Confused With PRALAtrexate
Drug Name With Tall Man Letters penicillAMINE	Confused With penicillin
Drug Name With Tall Man Letters PENTobarbital	Confused With PHENobarbital
Drug Name With Tall Man Letters PHENobarbital	Confused With PENTobarbital
Drug Name With Tall Man Letters PONATinib	Confused With PAZOPanib
Drug Name With Tall Man Letters PRALAtrexate	Confused With PEMEtrexed
Drug Name With Tall Man Letters PriLOSEC*	Confused With PROzac*
Drug Name With Tall Man Letters PROzac*	Confused With PriLOSEC*
Drug Name With Tall Man Letters QUEtiapine	Confused With OLANZapine
Drug Name With Tall Man Letters quiNIDine	Confused With quiNINE
Drug Name With Tall Man Letters quiNINE	Confused With quiNIDine
Drug Name With Tall Man Letters RABEprazole	Confused With ARIPiprazole

Table 2. ISMP List of Additional Drug Names with Tall Man Letters***	
Drug Name With Tall Man Letters	**Confused With**
Drug Name With Tall Man Letters raNITIdine	**Confused With** riMANTAdine
Drug Name With Tall Man Letters rifAMPin	**Confused With** rifAXIMin
Drug Name With Tall Man Letters rifAXIMin	**Confused With** rifAMPin
Drug Name With Tall Man Letters riMANTAdine	**Confused With** raNITIdine
Drug Name With Tall Man Letters RisperDAL*	**Confused With** rOPINIRole**
Drug Name With Tall Man Letters risperiDONE**	**Confused With** rOPINIRole**
Drug Name With Tall Man Letters riTUXimab	**Confused With** inFLIXimab
Drug Name With Tall Man Letters romiDEPsin	**Confused With** romiPLOStim
Drug Name With Tall Man Letters romiPLOStim	**Confused With** romiDEPsin
Drug Name With Tall Man Letters rOPINIRole**	**Confused With** RisperDAL* risperiDONE**
Drug Name With Tall Man Letters SandIMMUNE*	**Confused With** SandoSTATIN*
Drug Name With Tall Man Letters SandoSTATIN*	**Confused With** SandIMMUNE*
Drug Name With Tall Man Letters sAXagliptin	**Confused With** SITagliptin
Drug Name With Tall Man Letters SEROquel*	**Confused With** SINEquan*
Drug Name With Tall Man Letters SINEquan*	**Confused With** SEROquel*
Drug Name With Tall Man Letters SITagliptin	**Confused With** sAXagliptin SUMAtriptan
Drug Name With Tall Man Letters Solu-CORTEF*	**Confused With** SOLU-Medrol*
Drug Name With Tall Man Letters SOLU-Medrol*	**Confused With** Solu-CORTEF* DEPO-Medrol*

Table 2: ISMP List of Additional Drug Names with Tall Man Letters***	
Drug Name With Tall Man Letters	**Confused With**
Drug Name With Tall Man Letters SORAfenib	**Confused With** SUNItinib
Drug Name With Tall Man Letters SUFentanil	**Confused With** fentaNYL
Drug Name With Tall Man Letters sulfADIAZINE**	**Confused With** sulfaSALAzine
Drug Name With Tall Man Letters sulfaSALAzine	**Confused With** sulfADIAZINE**
Drug Name With Tall Man Letters SUMAtriptan	**Confused With** SITagliptin — ZOLMitriptan
Drug Name With Tall Man Letters SUNItinib	**Confused With** SORAfenib
Drug Name With Tall Man Letters TEGretol*	**Confused With** TRENtal*
Drug Name With Tall Man Letters tiaGABine	**Confused With** tiZANidine
Drug Name With Tall Man Letters tiZANidine	**Confused With** tiaGABine
Drug Name With Tall Man Letters traMADol	**Confused With** traZODone
Drug Name With Tall Man Letters traZODone	**Confused With** traMADol
Drug Name With Tall Man Letters TRENtal*	**Confused With** TEGretol*
Drug Name With Tall Man Letters valACYclovir	**Confused With** valGANciclovir
Drug Name With Tall Man Letters valGANciclovir	**Confused With** valACYclovir
Drug Name With Tall Man Letters ZOLMitriptan	**Confused With** SUMAtriptan
Drug Name With Tall Man Letters ZyPREXA*	**Confused With** ZyrTEC*
Drug Name With Tall Man Letters ZyrTEC*	**Confused With** ZyPREXA*

Attachment B: Look-alike and/or Sound-alike Drug Names

Accutane and *Accolate*, *Accupril*
Acetazolamide and Acetaminophen
Aciphex and *Accupril*
Actonel and *Actos*
Adderall and *Inderal*
Advicor and *Advair*
Allegra and *Viagra*
Anzemet and *Avandamet*
Aricept and *Aciphex*
Aripiprazole and Rabeprazole
Asacol and *Os-Cal*
Atomoxetine and Atorvastatin
Avandia and *Coumadin**
Avandia and *Prandin*
Avinza and *Evista*
Azathioprine and Azithromycin
Azilect and *Aricept*
Bicillin C-R and *Bicillin L-A*
Bisoprolol and Bisacodyl
Brintellix and *Brilinta*
Bupropion and Buspirone
Carafate and *Cafergot*
Carboplatin and Cisplatin
Cataflam and *Catapres*
Celebrex and *Celexa*, *Cerebyx*
Clonidine and *Klonopin*
Codeine and *Cardene*
Coumadin and *Cardura*
Depakote and *Depakote ER*
DiaBeta and *Zebeta*
Dexamethasone and Dexmedetomidine
Diazepam and Diltiazem, *Ditropan*
Diflucan and *Diprivan*
Dobutamine and Dopamine
Duloxetine and Paroxetine
Epinephrine and Ephedrine
Farxiga and *Fetzima*
Femara and *Femhrt*
Fluocinolone and Fluocinonide

Folic Acid and Folinic Acid
Foradil and *Toradol*
Glipizide and Glyburide
Haldol and *Stadol*
Humalog and *Humulin*, *Humalog Mix*, *Novolog*
Hydralazine and Hydroxyzine
Hydrocodone and Oxycodone
Invega and *Intuniv*
Keppra and *Kaletra*, *Keflex*
Labetalol and Lamotrigine
Lamisil and *Lamictal*
Lamivudine and Lamotrigine
Lanoxin and Levothyroxine
Lasix and *Losec* (Canada)
Lexiva and *Levitra*
Lithium and *Ultram**
Lorazepam and Alprazolam
Lotensin and Lovastatin
Lovenox and *Levoxyl*
Malarone and Mefloquine
Melatonin and *Mellaril*
Metformin and Metronidazole
Methadone and Methylphenidate, Metolazone
Methocarbamol and Methotrexate
Morphine SO4 (MSO4) and Magnesium SO4 (MgSO4)
Mucinex and *Mucomyst*
Myfortic and *Myrbetriq*
Narcan and *Norcuron*
Neutra-Phos-K and *K-Phos Neutral*
Nicardipine and Nifedipine and Nimodipine
Nolvadex and *Norvasc*
Novolog and *Novolin*
Opium Tincture (deodorized) and Paregoric (camphorated opium tincture)
Oxybutynin and Oxycodone
OxyContin and *MS Contin*
OxyContin and Oxycodone
Plavix and *Paxil*
Plavix and *Pradaxa*
Prednisolone and Prednisone
Prilosec and *Prozac*
Prograf and *Proscar*, *Prozac*
Ranitidine and Rimantadine

Rifampin and Rifaximin
Risperdal and Ropinirole
Razadyne and *Rozerem*
Retrovir and Ritonavir
Rituxan and *Rituxan Hycela*
Singulair and *Sinequan*
Tacrolimus and Tamsulosin
Taxol and *Taxotere*
Tenex and *Xanax*
Tiagabine and Tizanidine
Toprol XL and *Tegretol XR, Tegretol, Topamax*
TNKase and *Activase*
Tramadol and Trazodone
Valtrex and *Valcyte*
Valsartan and Verapamil
Vinblastine and Vincristine
Volumen and *Voluven*
Wellbutrin SR and *Wellbutrin XL*
Yasmin and *Yaz*
Zantac and *Xanax*, *Zyrtec*
Zestril and *Zyprexa*
Zetia and *Zebeta*, *Zestril*
Zocor and *Zyrtec*
Zyrtec and *Zyprexa*
Zyvox and *Zovirax*

Salinas Valley Memorial Healthcare System

TRANSTHORACIC ECHOCARDIOGRAM ~~PROTOCOL~~

FOR THE ADULT PATIENT

Reference Number	2018
Effective Date	Not Set
Applies To	Echocardiography Lab
Attachments/Forms	

I. POLICY STATEMENT:

A. N/A

~~A. The cardiac sonographer will perform all transthoracic echocardiograms in a timely, professional manner while working with physicians and other health care professionals to provide quality diagnostic testing.~~

~~B. The cardiac sonographer will follow the transthoracic echocardiogram protocol of this document to the best of their ability.~~

II. PURPOSE:

A. To provide guidelines for the Cardiac Sonographer to ensure completeness of the transthoracic echocardiogram, optimally image, identify, measure and determine functionality of cardiac structures.

III. DEFINITIONS:

A.	2D	two dimensional
B.	AV	aortic valve
C.	MV	mitral valve
D.	TV	tricuspid valve
E.	PV	pulmonic valve
F.	PA	pulmonary artery
G.	PLAX	parasternal long axis
H.	PSAX	parasternal short axis
I.	LVOT	left ventricular outflow tract
J.	IVS	inter-ventricular septum
K.	LVID	left ventricle internal dimension
L.	LVPW	left ventricular posterior wall

M.	TR	tricuspid regurgitation
N.	MR	mitral regurgitation
O.	PI	pulmonic insufficiency
P.	RVSP	right ventricular systolic pressure
Q.	PHT	pressure half-time
R.	AS	aortic stenosis
S.	MS	mitral stenosis
T.	EF	ejection fraction
U.	PW	pulsed wave
V.	CW	continuous wave
W.	IVC	inferior vena cava
X.	SSN	suprasternal notch
Y.	RAP	right atrial pressure
Z.	SAM	Systolic anterior motion

IV. GENERAL INFORMATION:

A. The cardiac sonographer will perform all transthoracic echocardiograms in a timely, professional manner while working with physicians and other health care professionals to provide quality diagnostic testing.

B. The cardiac sonographer will follow the transthoracic echocardiogram protocol of this document to the best of their ability.

~~IV.~~V. PROCEDURE:

A. **Pre-Exam Preparation:**

1. Review order, verify indication, clarify with physician if necessary

2. Check for previous studies, review key elements, co-morbidities

3. Enter patient demographic information from pick-list query or enter manually (name, medical record number, DOB (Date of birth), height, weight, blood pressure)

B. **Exam Preparation:**

1. The patient should be correctly identified by two patient identifiers prior to beginning exam.

2. Use Universal Precautions.

3. The patient should be hooked up to a three lead ECG (Electrocardiogram) and rolled into the left lateral decubitus position to begin the exam. Use 2 beat capture for patients in sinus rhythm. Use 3 beat capture for patients with any irregular rhythm. A continuous loop capture of 5-10 seconds is used for bubble studies.

4. All exams should include the standard views. The technologist may vary the sequence and content under technically difficult circumstances or life threatening situations. Such changes should be noted before the exam is reviewed by the cardiologist.

5. In the event that certain views cannot be obtained, every effort should be made by the technologist to complete the exam (i.e. consider use of contrast agent, off axis images, etc.).

6. All measurements are to be made using 2D. M-Mode may be used to demonstrate certain pathology (SAM, pre-closure AV, septal bounce, etc.).

7. Optimize 2D images, color Doppler, and spectral Doppler:

A. Narrow sector to optimize frame rate

B. Adjust sweep speed to optimize modality: respirophasic changes, timing measurements, Doppler measurements.

C. Use proper settings of scale, gain, filter, compress, and reject when applying Doppler and color flow Doppler.

D. All measurements to be frozen and acquired.

C. **Standard views and measurements protocol:**

1. Parasternal Long Axis:

A. 2D at increased depth to look for pericardial and pleural effusions

B. 2D capture at decreased depth

C. Color flow Doppler of AV, MV and ventricular septum (ventricular septum should be interrogated from at least one view: PLAX, PSAX, apical-4, subcostal)

D. 2D ascending aorta in modified long axis. Measure aortic root at sinuses, inner edge to inner edge. Measure ascending aorta leading edge to leading edge.

E. Use zoom to view the AV, MV and LVOT

F. Measure the LVOT diameter in systole as pathology indicates.

G. 2D measurements at the level of the chordae of IVSd, LVIDd, LVPWd, LVIDs.

2. Right Ventricular Outflow (if obtainable):

A. 2D with and without color flow Doppler

B. PW RVOT, measure RVOT VTI

C. CW PV, measure peak velocity

3. Right Ventricular Inflow:

A. 2D with and without color flow Doppler

B. CW Doppler TV to assess for TR

4. Parasternal Short Axis: AV level:

A. 2D with and without color flow (AV, PV, TV)

B. Color flow Doppler of the IAS (should be interrogated in at least one view: PSAX, apical-4, subcostal)

C. Angle superiorly to view the PA bifurcation

D. PW Doppler through the PA/PV, VTI of RVOT, CW of PA/PV (if not already done in RVOT view)

E. If TR is present, CW Doppler through the jet and measure for RVSP

5. Parasternal Short Axis/Left Ventricle:

A. 2D at the basal/MV, papillary muscle and apical levels

B. Color Doppler at the MV level in the presence of MV disease as needed

6. Apical Four Chamber:

A. 2D with and without color flow Doppler over MV, TV, IVS, IAS

B. PW of the MV at leaflet tips, measure E and A wave velocities, deceleration time, perform valsalva maneuver when necessary to clarify diastology interpretation

C. PW Doppler of at least one pulmonary vein

D. CW MV, trace for MV mean gradient

E. Tissue Doppler of septal and lateral mitral annulus, when possible, measure E' for E/E' ratio

F. If TR is present, CW Doppler through the jet and measure for RVSP

G. Trace left ventricular volumes in diastole and systole for Simpson's biplane ejection fraction (preferred method for EF calculation whenever possible)

H. Trace right and left atrial volumes at end systole

I. In an RV focused apical-4 view, measure the mid portion of the RV in diastole

7. Apical Five Chamber:

A. 2D with and without color flow Doppler of the AV

B. PW Doppler LVOT

C. CW Doppler AV

8. Apical Two Chamber:

A. 2D with and without color flow Doppler of the MV

B. Trace left ventricular volumes in diastole and systole for Simpson's biplane ejection fraction

C. Trace left atrial volume for area-length indexed volume

9. Apical Three Chamber/ Apical Long Axis:

A. 2D with and without color Doppler of the MV and AV

10. Subcostal View and IVC:

A. Increase depth to look for effusions

B. Color Doppler of the IAS, IVS

C. 2D of the inferior vena cava and hepatic vein, record loop or M-mode of expiration and inspiration, measure IVC diameter

D. Color Doppler of the IVC and hepatic vein as needed

E. PW Doppler of the hepatic vein as needed

F. 2D of the abdominal aorta when possible, color Doppler as needed

G. PW Doppler of descending aorta as needed

H. Perform 2D, color Doppler in subcostal short axis as needed

11. Suprasternal Notch (as needed):

A. 2D and color Doppler of the aortic arch and proximal descending aorta

B. CW proximal descending aorta

C. Pedoff if indicated

D. SVC flow when IVC not obtained from subcostal view

12. Right Parasternal (aortic stenosis cases only):

A. Position patient right lateral decubitus

B. Pedoff Doppler if indicated

13. 4D:

A. Acquire images for full volume ejection fraction when possible and as needed (regional wall motion abnormality, cardiomyopathy, chemotherapy, etc.)

B. Acquire images as an adjunct to 2D imaging as pathology indicates

14. AFI:

A. Acquire 2D apical-4, apical-2, apical long or 4D triplane for calculation of global longitudinal strain as needed (required for all chemotherapy, personal Covid, cardiomyopathy patients when possible)

15. Saline Contrast:

A. Perform saline contrast for all procedures with stroke or TIA as indication if <60 years of age, unknown reason for RV and RA dilation, suspected atrial septal defect

16. Ultrasound Enhancing Agent

A. Determine the need for ultrasound enhancement agent (UEA), refer to Policy 1101.USE OF ULTRASOUND ENHANCEMENT WITH ECHOCARDIOGRAPHY

B. Acquire enhanced 2D images and Doppler data as needed.

~~B.~~C. If the UEA is not available or does not provide adequate visualization the reading physician will recommend alternative imaging

~~V.~~D. DOCUMENTATION~~:~~

~~A.~~1. Cardiac Sonographers will document preliminary echocardiogram findings in the PACS for reading cardiology physician review only. Sonographer prepared preliminary reports are not distributed under any circumstance.

2. Any potential life-threatening findings will be communicated immediately to the reading cardiologist.

~~B.~~3. Cardiac Sonographers will include comment regarding previous study and retrieve from archive in PACS

~~C.~~4. Any critical test results will be communicated to the reading cardiologist as required according to the CRITICAL RESULTS OF TESTS AND DIAGNOSTIC PROCEDURES #28.

~~VI.~~E. SPECIFIC PATHOLOGY~~:~~

~~A.~~1. Aortic Stenosis

- With Zoom, measure LVOT diameter in PLAX view
- In Apical-5 view, obtain and trace the PW Doppler of the aortic outflow paying close attention to proper sample volume placement
- In Apical-5 view obtain and trace the CW Doppler of aortic flow for calculation of aortic valve area by the continuity equation
- In Apical long axis view perform PW and CW Doppler of the aortic flow
- Utilize the Pedoff probe (dedicated non-imaging probe) to obtain the highest velocity of the aortic flow from apex, suprasternal notch and right parasternal (document attempts by clipping image with bodymark/text of location)
- In PSAX planimeter the aortic valve area whenever possible
- In the SSN view 2D image the arch, color Doppler the arch and descending aorta, CW Doppler the descending aorta

- Measure and report peak and mean gradients, non-dimensional severity index, LVSVI, aortic valve area by the continuity equation and by aortic valve area by planimetry

~~B.~~2. Aortic Regurgitation

- Image the morphology of the regurgitation and co-existing pathologies (AS, coarctation, bicuspid AV, etc.)
- Measure deceleration slope for deceleration time calculation from CW Doppler in apical 4 or apical long axis views
- Measure vena contracta and JH/LVOT from PLAX
- Perform PW Doppler in the descending aorta (subcostal or SSN views) to evaluate for diastolic flow reversal when greater than mild regurgitation

~~C.~~3. Prosthetic Aortic Valve

- Size, type and date of implantation of the prosthesis should be noted in the report when available
- Measure and report peak velocity, mean gradient, acceleration time and dimensionless index with CW Doppler from apical-5, apical long axis~~, right parasternal and SSN~~
- Investigate for regurgitation and peri-prosthetic leaks with color Doppler

~~D.~~4. Pulmonic Stenosis

- Measure and report peak and mean gradient with CW Doppler from PSAX or right ventricular outflow view

~~E.~~5. Mitral Stenosis

- Image the morphology of the valve including subvalvular apparatus, utilize the Zoom feature
- Using CW Doppler trace the mitral inflow for peak and mean gradients
- Using CW Doppler measure deceleration slope for pressure half-time
- In PSAX planimeter the mitral valve area whenever possible

~~F.~~6. Mitral Regurgitation

- Image the morphology of the regurgitation, utilize the Zoom feature
- Demonstrate the origin and direction of the regurgitation with color Doppler
- For mitral regurgitation that is moderate or measure and report PISA radius, vena contracta, EROA, RVolore, ~~consider quantification by PISA~~
- Obtain pulmonary venous flow with focus on systolic component when possible

~~G.~~7. Prosthetic Mitral Valve

- Size, type and date of implantation of the prosthesis should be noted in the report when available
- Using CW Doppler measure and report peak gradient, mean gradient and PHT
- Investigate for regurgitation and peri-prosthetic leaks with color Doppler

~~H.~~8. Tricuspid Regurgitation

- Image the morphology of the regurgitation
- Demonstrate the origin and direction of the regurgitation with color Doppler
- Use CW Doppler and measure peak regurgitant velocity for the estimation of RVSP from numerous views (RV inflow, PSAX, apical-4)

~~I.~~9. RVSP/PASP Calculation

- Image and measure the IVC using 2D or M-mode for estimation of right atrial pressure (image SVC if IVC no obtainable):
- IVC normal in size, normal inspiratory collapse, RAP 3mmHg
- IVC normal in size, poor inspiratory collapse, RAP ~~3~~ 8mmHg
- IVC dilated in size, normal inspiratory collapse, RAP 8mmHg
- IVC dilated in size, poor inspiratory collapse, RAP 15mmHg
- Use the highest CW Doppler tricuspid regurgitation velocity obtained from multiple views to estimate RV-RA gradient using Modified Bernoulli equation

- If severe TR is present, perform 2D, color Doppler and PW Doppler of the hepatic vein for systolic flow reversal

~~J.~~10. Pericardial Effusion

- If cardiac tamponade is in question, use 2D and M-mode, in multiple views to evaluate for RV and RA chamber collapse
- Image the IVC
- Using PW Doppler and the respirometer evaluate for changes in inspiration and expiration:
  - i. TV E wave inflow increase with the first beat of expiration of at least 30% (exp-insp/exp)
  - ii. MV E wave inflow decrease with the first beat of expiration of at least 60% (exp-insp/exp)
  - iii. Increase in RV chamber size with inspiration
  - iv. Decrease in LV chamber size with inspiration
  - v. Hepatic vein flow blunting or reversal of diastolic flows in expiration
- Optimize sweep speeds and scale to best demonstrate waveforms and respirophasic changes

~~K.~~11. Constrictive Pericarditis

- Use 2D and M-mode in multiple views to evaluate abnormal septal motion
- Image the IVC
- Using PW Doppler and the respirometer evaluate for changes in inspiration and expiration:
  - i. TV E wave inflow decrease with the first beat of expiration of at least 40%
  - ii. MV E wave inflow usually increases with first beat of expiration
  - iii. Hepatic vein diastolic flow reversal increases in expiration
- 4. Tissue Doppler of both septal and lateral mitral annulus (lateral velocity will not be higher than septal)
- 5. PW Doppler of hepatic venous flow

i. S and D velocities increase with inspiration

ii. D wave decreases with expiration

iii. pronounced or increased diastolic flow reversals

iv. CW Doppler of Pulmonic insufficiency demonstrates an abrupt decline after early diastole and remains low

~~L.~~12. Transcatheter Aortic Valve Replacement or Rapid Deployment Aortic Valve Replacement

- Size, type and date of implantation of the prosthesis should be noted in the report when available
- Measure and report peak velocity, mean gradient, acceleration time and dimensionless index, AVA -with CW Doppler from apical-5, apical long axis~~, apical long axis, right parasternal and SSN~~
- Investigate for regurgitation, peri-prosthetic leaks and degree of annular sealing with Color Doppler

- ~~Using Color Doppler assess interatrial septum for evidence of persistent shunt~~

~~M.~~13. Left Atrial Appendage Occluder Device

- Using 2D assess device for stability, migration, and erosion into surrounding structures
- Using 2D assess atrial surface of device for thrombus
- Using Color Doppler assess for peri-device leak
- Using Color Doppler assess interatrial septum for evidence of persistent shunt
- Using PW Doppler check for disruption of transmitral flow
- Using PW Doppler assess pulmonary vein flow (particularly LUPV)

14. Mitral Valve Edge to Edge Repair

A. Using 2D visualize clip in PLAX, PSAX, apical-4, apical-2, apical-3

B. Using Color Doppler assess degree of mitral regurgitation

C. Using CW Doppler assess inflow gradient

D. Using PW Doppler assess pulmonary vein flow

E. Using 2D and Color Doppler assess residual shunt at transseptal puncture site

F. Using 3D and Color Doppler to further assess clip and regurgitation

~~VII.~~VI. EDUCATION/TRAINING:

A. Education and/or t~~T~~raining is~~will be~~ provided as needed.

~~A. under the direction of the Cardiology Assistant Director and/or Cardiology Supervisor, and or Lead Cardiac Sonographer during the introductory period.~~

~~B. All staff will be required to successfully complete a Competency Evaluation for this procedure before performing solo-operator patient testing.~~

~~C. Annual competency re-evaluations, in services, and staff meetings will be utilized as needed to assure standardized, safe, and accurate patient testing.~~

~~D. Equipment manuals, textbooks, and periodicals are utilized as adjunct educational tools whenever possible.~~

~~VIII.~~VII. REFERENCES:

~~A. Clinical Recommendations for Multimodality Cardiovascular Imaging of Patients with Pericardial Disease, JASE, September 2013.~~

~~B. Recommendations for the Evaluation of Left Ventricular Diastolic Function by Echocardiography: An Update from the American Society of Echocardiography and the European Association of Cardiovascular Imaging, JASE, April 2016~~

~~C. Guidelines for the Echocardiographic Assessment of the Right Heart in Adults, JASE, July 2010.~~

A. Recommendations for Cardiac Chamber Quantification by Echocardiography in Adults. An Update from the American Society of Echocardiography and the European Association of Cardiovascular Imaging. JASE, 2015;28:1-39

~~D.~~B. Recommendations on the Echocardiographic Assessment of Aortic Valve Stenosis: A Focused Update from the European Association of Cardiovascular Imaging and the American Society of Echocardiography, JASE, April 2017

~~E.~~C. Guidelines for the Evaluation of Valvular Regurgitation After Percutaneous Valve Repair or Replacement, JASE, April 2019

~~F.~~D. Clinical Applications of Ultrasonic Enhancing Agents (UEA) in Echocardiography 2018 Update, JASE, March 2018

~~G. Feigenbaum, Echocardiography, 4th Edition, 1986, Chapter 2, Pages 50-122~~

~~H. Chang, S., Echocardiography: Techniques and Interpretations, 2nd Edition, 1981, Chapter 2, Pages 25-85.~~

~~I. Hatle, L. & Bjorn, A., Doppler Ultrasound in Cardiology, Physical Principles and Clinical Applications, 2nd Edition, 1985, Chapter 1, Section 1.2, Pages 1-6~~

~~J. Kisslo, Adams, & Bekin, Doppler Color Flow Imaging, 1st Edition, 1988, Part 6 Cardiology, Chapter 26, Pages 594-622, Chapter 27, Pages 627-640~~

QUALITY AND EFFICIENT PRACTICES COMMITTEE

Minutes from the April 25, 2022 meeting of the Quality and Efficient Practices Committee will be distributed at the Board Meeting

(JUAN CABRERA)

FINANCE COMMITTEE

Minutes from the April 25, 2022 meeting 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

(RICHARD TURNER)

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

Board Paper

Agenda Item: **Consider Recommendation for Board Approval of Contract Amendment for HOK to Prepare Bridging Documents for SVMHS Master Plan's Surgery Suite Addition/Relocation**

Executive Sponsor: Clement Miller, Chief Operating Officer
Earl Strotman, Director Facilities Management & Construction
Dave Sullivan, Project Management

Date: March 23, 2022

Executive Summary

SVMHS is pursuing a Master Plan that accomplishes compliance with seismic safety regulations and leverages existing hospital campus buildings and parking infrastructure to optimize the hospital's property footprint. The Master Plan includes three major components: a parking infrastructure expansion currently slated for a July 2022 construction start; on-going seismic retrofitting of existing buildings to a new category (Seismic Performance Category-4d) that is moving forward as a separate project; and a project to replace and expand surgery and sterile processing areas. The next stage associated with the surgery addition project is preparation of bridging documents which will include Schematic Design and Design Development Phases to define project parameters for the expansion/addition as needed to facilitate the solicitation of proposals from qualified design-builders during the implementation phase. Facilities is recommending the pursuit of the Design/Build project delivery method instead of a Design/Bid/Build method for this project in an effort to complete the project in the shortest timeframe possible while at the same time maintaining the greatest transparency with, and strictest control over, project costs.

Background/Situation/Rationale

SVMHS retained HOK in 2016 to lead the design effort for the replacement of the facility and to bring the facility into compliance with the seismic safety regulations as well as address facility deficiencies, deferred maintenance of the infrastructure, and modernization of the facility. A report was issued on December 16, 2016 and included the option to replace building 1 & 2 with new construction and optimize the use of other existing buildings to keep the hospital compliant. Since the cost of this option exceeded available funding, HOK and its design partners continued to work with SVMHS facility and executive leadership to develop options to bring available funds and compliance in better alignment.

During 2017, HOK was able to study various legacy hospital buildings and determined that they are viable candidates for Seismic Performance Category (SPC) 4D modeling and could become compliant with minimal intervention & augmentation. Therefore, a minimal option was developed through early 2018 that reduced the size of the expansion and included the remodel and reuse of the existing buildings to achieve the projected beds and desired modernization to the diagnostic and treatment chassis for the institution. As planning efforts to analyze seismic upgrades for existing buildings proceeded, HOK concurrently undertook initial programming and concept planning for the surgery and sterile processing areas. This current request authorizes HOK to incorporate recently approved program elements into an architectural design sufficiently detailed to allow bidding on the project by pre-qualified design/build firms.

Timeline/Review Process:

April 2022 – Amend Agreement for Professional Services with HOK
May – August, 2022 – Prepare Schematic and Design Development documentation
August – December, 2022 – Procure Design-Builder

Financial/Quality/Safety/Regulatory Implications:

Key Contract Terms	Vendor: HOK
1. Proposed effective date	Issuance of Notice to Proceed June 2016
2. Term of agreement	Reference Service Amendment B
3. Renewal terms	Not Applicable
4. Termination provision(s)	Provided in Section 23 of the Agreement
5. Cost	Total all-inclusive sum not to exceed $3,450,455, which includes reimbursable expenses per Section 17.2, and as detailed in the Fee Schedule (Attachment A)
6. Budgeted (indicate y/n)	Yes, the project is included in the capital budget.

Recommendation

Consider Recommendation for Board Approval of Contract Amendment for HOK to Prepare Bridging Documents For SVMHS Master Plan's Surgery Suite Addition/Relocation in the amount of $3,450,455.

Attachments

(1) SVMHS – Master Plan and Hospital Replacement, *Proposal for Surgery Addition & Infrastructure Delivery Option 2*, Amendment to Agreement for Professional Services prepared 1/25/2022

ADDITIONAL SERVICES - CLIENT

Project:	SVMHS – Master Plan and Hospital Replacement
Client:	Salinas Valley Memorial Healthcare System
Date Prepared:	01/25/2022
HOK Project No:	16-04011.33
Additional Service No.:	20
File:	

Attention:	SVMHS Executive Leadership
From:	William Roger
Regarding:	Proposal for Surgery Addition & Infrastructure Delivery Option 2
Copies To:	Kalt Schwartzkopf, Karen Cagney

Client and HOK entered into an agreement dated May 18, 2016 (the "**Agreement**") for the provision of professional services in connection with SVMH Master Plan Plan and Hospital Replacement. Except as expressly modified in this document, each and every term of the Agreement shall remain unchanged and in full force and effect.

Description of Work:

DELIVERY OPTION 2 - Provide Bridging Documents (SD-DD) for the Addition/Relocation of the Surgery Department and SPD. The design services will be based on the approved Space Program & Validation Study.

- Provide Bridging Documents which will be the Schematic Design and Design Development Phases and assist in the documentation and publication for procurement of a Design Build Team to complete the documentation, permitting and construction of the Surgery & Sterile Processing Addition/Relocation. All deliverables we be as directed in the Base Contract except all design will be based on current code at time of document delivery to HCAI and the City of Salinas.

Approximate Schedule Option 2 Bridging Package (SD-CD): (see attachment C)

Anticipated Start Date: February 15, 2022

Anticipated Document Completion Date: August 15, 2022

Fee Summary: (see attachment A)

Issued by: _____ HOK
Printed Name: William Roger, Senior Principal
Date: 11/10/21

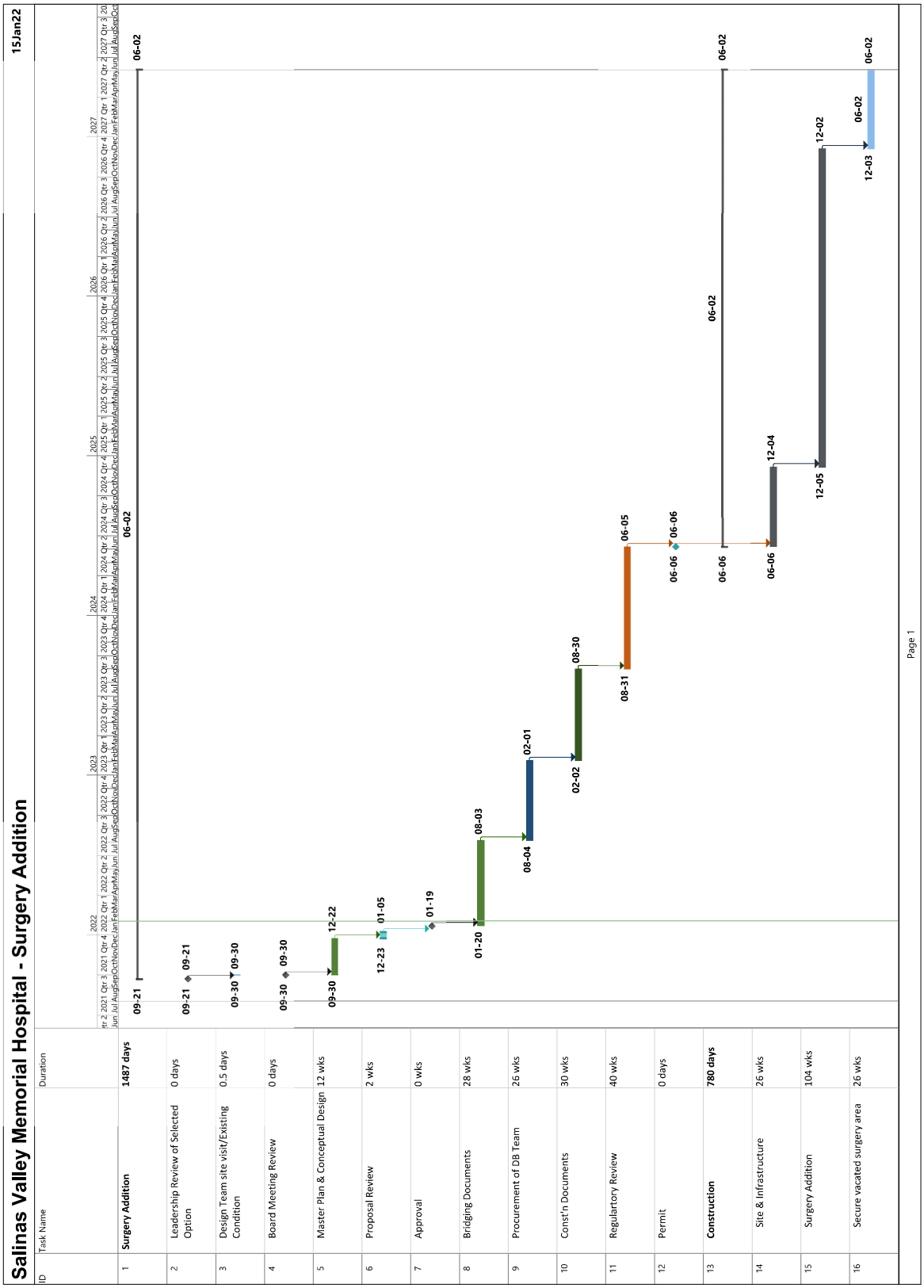
Ciient Approval: _____ SVMHS
Printed Name:
Date:

Attachment A

FEE SUMMARY - BRIDGING PACKAGE (SD-DD)

DISCIPLINE	FIRM	Subtotals	SD	DD
BASIC SERVICES				
Architecture	HOK	$ 1,738,468	$ 689,325	$ 1,049,143
Civil Engineering	Kimley-Horn	$ 135,500	$ 135,500	
Structure	JAMA	$ 214,400	$ 80,400	$ 134,000
MEP/fire spec	Mazzetti	$ 251,445	$ 71,789	$ 179,656
Landscape	SSA	$ 43,809	$ 19,937	$ 23,872
EXTRA SERVICES				
Interior Design	HOK	$ 207,437	$ 58,240	$ 149,197
Entitlement				
CEQA	Kimley-Horn	$ 224,650	$ 224,650	
CUP& Entitlement	Kimley-Horn	$ 193,500	$ 193,500	
Support	HOK	$ 99,670	$ 99,670	
Cost	Cumming	$ 129,580	$ 56,810	$ 72,770
Code	Fire Consultants	$ 40,200	$ 17,800	$ 22,400
Medical Equipment	Mazzetti	$ 76,216	$ 24,953	$ 51,263
Acoustics	Shen Milsom Wilke	$ 18,000	$ 8,000	$ 10,000
Signage	Square Peg	$ 25,000	$ 12,000	$ 13,000
Lighting	Silverman & Light	$ 19,780	$ 7,780	$ 12,000
Material Management	Learch Bates	$ 26,800	$ 12,800	$ 14,000
Door Hardware	Door & Hardware	$ 6,000	$ 2,100	$ 3,900
TOTAL		**$ 3,450,455**	$ 1,715,254	$ 1,735,201

Attachment B



Board Paper: Finance Committee

Request: Pure Storage: Long-Term Archive
Executive Sponsor: Audrey Parks, CIO
Date: March 31, 2022

Executive Summary

Salinas Valley Memorial Healthcare System has a mirrored pair of large, long-term archives for data. This data is comprised mostly of radiology and cardiology studies, scanned documents and patient charts. These archives will reach end life in the upcoming months and need to be replaced. The vendor is providing significant discounts if purchase made by the end of April.

The current archives are six (6) years old. This purchase replaces the first archive (with the second scheduled for next fiscal year). The rate that we consume archive storage has increased in recent years due to the following factors:

1. Increase in medical record retention requirements
2. Increase in utilization due to acquisition/creation of SVMC Imaging
3. Increase in utilization due to utilization of mammography 3D tomosynthesis studies

This storage capacity for the new array is 395 Terabytes in size with an additional 156 Terabytes for backups. This target capacity is to cover the existing data and growth over the next 36 months. The life of this array is expected to be 9+ years with incremental improvements every three (3) years.

Key Contract Terms	Vendor: CDW-G
1. Proposed effective date	4/25/2022
2. Term of agreement	Support agreement only - 3 years
3. Renewal terms	No automatic renewal
4. Termination provision(s)	Per GPO
5. Payment Terms	Net 30
6. Annual cost(s)	Not applicable
7. Cost over life of agreement	$500,031.46
8. Budgeted (indicate y/n)	Yes, 2022-018: OPS: Replacement Archive
9. Contract	1001.2991

Recommendation

Request the Finance Committee to recommend to the Board of Directors for approval of the purchase agreement for Pure Storage from CDW-G as a GPO purchase for the amount of $500,031.46.

Attachments:

- Quote: MRQJ346, 3/30/2022

QUOTE CONFIRMATION

PEOPLE WHO GET IT

DEAR AARON BURNSIDES,

Thank you for considering CDW•G LLC for your computing needs. The details of your quote are below. Click here to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
MRQJ346	3/30/2022	PURE BUNDLE ONLY BY 4/29	0720970	$500,031.46

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Pure Storage FlashBlade 52TB Single Blade Mfg. Part#: FB-52TB SINGLE BLADE Contract: Vizient Tier 3 All other Products (IT0031)	1	5285941	$31,538.39	$31,538.39
PURE STORAGE 1 MONTH EVERGREEN SILVE Mfg. Part#: FB-52TB SINGLE BLADE,1MO,PRM,S Electronic distribution - NO MEDIA Contract: Vizient Tier 3 All other Products (IT0031)	19	5285944	$511.96	$9,727.24
Pure Professional Services - installation configuration Mfg. Part#: PS-FLASHBLADE-BLADE-ADD Electronic distribution - NO MEDIA Contract: Vizient Tier 3 All other Products (IT0031)	1	5657878	$2,983.50	$2,983.50
Pure Storage FlashBlade 52TB Single Blade Mfg. Part#: FB-52TB SINGLE BLADE Contract: Vizient Tier 3 All other Products (IT0031)	1	5285941	$31,538.39	$31,538.39
PURE STORAGE 1 MONTH EVERGREEN SILVE Mfg. Part#: FB-52TB SINGLE BLADE,1MO,PRM,S Electronic distribution - NO MEDIA Contract: Vizient Tier 3 All other Products (IT0031)	19	5285944	$511.96	$9,727.24
Pure Storage FlashBlade 52TB Single Blade Mfg. Part#: FB-52TB SINGLE BLADE Contract: Vizient Tier 3 All other Products (IT0031)	1	5285941	$31,538.39	$31,538.39
PURE STORAGE 1 MONTH EVERGREEN SILVE Mfg. Part#: FB-52TB SINGLE BLADE,1MO,PRM,S Electronic distribution - NO MEDIA Contract: Vizient Tier 3 All other Products (IT0031)	19	5285944	$511.96	$9,727.24
Pure Storage FlashArray C60 R3 - flash storage array Mfg. Part#: FA-C60R3-FC-395TB-247/148 Contract: Vizient Tier 3 All other Products (IT0031)	1	6899013	$198,168.58	$198,168.58
Pure Storage Evergreen Gold Subscription - extended service agreement - 1 m Mfg. Part#: FA-C60R3-395TB 1MO,PRM,GOLD Electronic distribution - NO MEDIA Contract: Vizient Tier 3 All other Products (IT0031)	36	6848646	$4,000.00	$144,000.00

QUOTE DETAILS (CONT.)				
PURE STORAGE FLASH ARRAY INSTALL SVC	1	4811830	$4,000.00	$4,000.00
Mfg. Part#: PS-FLASHARRAY-INSTALL Electronic distribution - NO MEDIA Contract: Vizient Tier 3 All other Products (IT0031)				

PURCHASER BILLING INFO		
Billing Address: SALINAS VALLEY MEMORIAL HEALTHCARE ACCOUNTS PAYABLE PO BOX 3827 SALINAS, CA 93912-3827 **Phone:** (831) 757-4333 **Payment Terms:** Net 30 Days-Healthcare	**SUBTOTAL**	$472,948.97
	SHIPPING	$0.00
	SALES TAX	$27,082.49
	GRAND TOTAL	**$500,031.46**
DELIVER TO	**Please remit payments to:**	
Shipping Address: SVMH - IT DEPT 450 E ROMIE LN IT DEPT PO# SALINAS, CA 93901-4029 **Phone:** (831) 757-4333 **Shipping Method:**	CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	

Need Assistance? CDW•G LLC SALES CONTACT INFORMATION				
Brian Sitter	|	(877) 510-1036	|	briasit@cdwg.com

LEASE OPTIONS			
FMV TOTAL	**FMV LEASE OPTION**	**BO TOTAL**	**BO LEASE OPTION**
$472,948.97	**$12,552.07/Month**	**$472,948.97**	**$14,533.72/Month**

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

• Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.

• Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.

• Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.

• Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.

• Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at
http://www.cdwg.com/content/terms-conditions/product-sales.aspx
For more information, contact a CDW account manager

Signature: Scott Cleveland

Email: scleveland@svmh.com

04/12/2022

Signature: Pete Delgado (Apr 14, 2022 13:44 CDT)

Email: pdelgado@svmh.com

04/14/2022

Board Paper: Finance Committee

Agenda Item: Consider Recommendation for Board Approval of the Contract with BrandActive for SVMHS Rebranding Implementation
Executive Sponsors: Adrienne Laurent
Date: April 18, 2022

Executive Summary

The Salinas Valley Memorial Healthcare System most recent Strategic Plan prioritizes a strong, consumer-appealing brand to support the future direction of the organization. In 2019, the SVMHS Board of Directors approved proceeding with rebrand exploration and development. Due to the demands presented by the worldwide pandemic, the work of rebranding was delayed so that staff could attend to the crisis of COVID-19. Now, the work of rebranding has resumed, and we are finalizing the creative work of naming and logos, and are now planning the implementation strategy. BrandActive is our chosen vendor for optimizing brand implementation.

BrandActive's singular focus as a company is rebrand implementation. Through their work we will establish the structure, processes, systems and vendor engagements that help manage our brand launch, conversion, and completion. When we first started the journey toward a new brand, BrandActive conducted brand audit. Based on the information collected and analyzed through this robust data-gathering exercise, BrandActive developed transition scenarios to successfully implement the new brand, with asset-=specific transition strategies. This contract covers the implementation phase of this work.

Timeline/Review Process to Date

June 2019: Engaged BrandActive for a Rebrand Scope Assessment
November 2019: Assessment/initial strategies presentation
March 2022: Resumption of discussions for rebrand implementation

Strategic Plan Alignment:

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

Financial/Quality/Safety/Regulatory Implications: *[fill in table, add any additional pertinent information]*

Key Contract Terms	Vendor: BrandActive
1. Proposed effective date	5/9/22
2. Term of agreement	10.5 months
3. Renewal terms	None
4. Termination provision(s)	30-days written notice
5. Payment Terms	Payments due within 30 days of receipt of invoice
6. Annual cost	• $540,915 • Additional costs expected to not exceed $54,000
7. Cost over life of agreement	$594,915
8. Budgeted (indicate y/n)	Yes

Recommendation

Consider recommendation for Board approval of the Contract with BrandActive for SVMHS Rebranding Implementation

Attachments
(1) Statement of Work
(2) Justification for Sole Source Form

BrandActive

BrandActive (USA) Inc.
150 Old Laramie Trail E
Suite 230
Lafayette CO 80026
T 720 446 5632
www.brandactive.com

Statement of Work

Rebrand implementation planning and management

Salinas Valley Memorial Healthcare System

25 April 2022

Background

Salinas Valley Memorial Healthcare System (SVMH) is preparing for a rebrand and looking to effectively and efficiently develop a plan and implement the new brand across all implications of change (marketing, signage, environments, IT, HR, documents and forms, workwear, badges, fleet vehicles, etc.). The organization understands that rebranding initiatives of this size are costly, time-consuming and complex and require specialized knowledge and experience.

As a result, the organization has looked to BrandActive to provide specialized rebrand implementation support to refine transition strategies and options, engage workgroup leaders to develop asset conversion plans, develop an integrated project schedule, establish project governance, and manage the rebrand on a month-to-month basis until the organization wishes to take the remainder of the implementation internally.

This Statement of Work (SOW) outlines BrandActive's specific objectives, deliverables, timing and costs of this engagement.

Plan and Prepare Phase

Leveraging information and insight gained during the initial Scope and Assess phase of work, the Plan and Prepare phase will focus on two key areas:

1. Establishing and leading rebrand-focused workstreams through our proven methodology to develop a comprehensive branded asset transition plan. BrandActive will incorporate key milestones and dependencies to optimize the plan for a seamless and efficient rebrand implementation.

2. Defining and establishing project brand governance, including roles and responsibilities, rebrand-specific processes for stakeholder engagement, time management, brand application, quality assurance, budget commitment tracking, status reporting, FAQs and Do's and Don'ts, and any other means of project governance required to support a smooth brand transition.

Objectives and activities

Define rebrand rules and processes

- Help to define the rules and guidance for scoping, prioritization, budget management and creating transition strategies (e.g., when to take a more centralized or decentralized approach).
- Recommend best practices for creating a central project budget, managing funding requests and tracking Purchase Order (PO) commitments and expenses.
- Establish online tools (e.g., status reports) to provide real-time tracking and reporting.
- Apply proven rebrand processes, templates and tools.

Program-level engagement with the core brand team

- Work with SVMH and Revive, if applicable, to further refine the overarching rebrand strategy and cost estimates defined in the Scope and Assess phase report.
- Outline considerations for prioritization of branded assets and locations.
- Define the branded asset scope for the project launch period.
- Define the requirements and strategies for the rollout of branded assets following the initial launch period through to rebrand project completion.
- Integrate brand development, launch and workstream plans into a milestone-based schedule.
- Establish financial governance best practices and produce an overarching project budget by refining initial cost estimates from the Scope and Assess analysis completed in August 2019.
- Establish the project organization structure, by defining all roles, from the top-level governing body (such as the project steering committee or brand council) to the site-level coordination required for implementation.
- Identify resource gaps and determine the associated solutions (e.g., identify when a vendor is required to supplement internal resources).

Workstream engagement

- Establish the workstreams that own and manage branded assets.
- Liaise between the core brand team and workstreams to provide tools, direction and rebrand expertise required to maximize project efficiency.
- Help workstreams to gather any outstanding data not revealed during the Scope and Assess phase.
- Support workstreams in the optimization of asset transition strategies.
- Integrate quality control measures within workstream implementation (e.g., ensuring the steps for an adequate brand application review are included within plans).
- Work with SVMH's legal team (and outside counsel, if necessary) to understand the requirements and implications of any legal changes on workstream asset implementation.

Roll Out and Manage Phase

BrandActive will continue to support SVMH and provide project leadership, rebrand subject matter expertise and hands-on support to the in-scope workstreams including signage and branded environments, fleet, Marketing, IT, Web, and digital assets, ID badges, workwear, business cards, forms/papers, legal and finance, HR and all other implications of change included as in-scope within the plan where support is needed.

Objectives

Manage workstreams

- Support workstreams with implementation plan management, including assistance to mitigate risks associated with the transition.
- Identify and manage dependencies between branded asset categories; facilitate alignment among related workstreams.
- Provide risk mitigation for budget, schedule and brand standard compliance across all workstreams; escalate to Brand Management Team where required.
- Facilitate constructive dialogue among teams to develop strategic resolutions for unique project challenges.

Manage the integrated schedule

- Track key milestones within the integrated schedule and obtain project status updates through regular checkpoint meetings with internal and external teams. Communicate project status updates to workstreams and leadership.
- Identify potential opportunities to shorten project timelines, where appropriate.

Manage the rebrand budget

- Evaluate any additional requests for funding and determine if the cost against the rebrand budget is an appropriate investment.
- Recommend allocation of contingency funds as the initial cost estimates are refined.

Manage quality and compliance of brand application

- Share best practices and provide supporting tools to manage quality and compliance of brand application, including mitigating issues and escalating to the Brand Management Team, when required.
- Review select asset samples or drafts from vendors and SVMH's internal teams to support compliance with brand and asset-specific standards, technical specifications or application guidelines.
- Reinforce that manufacturing and installation practices adhere to established standards.

Optimization and standardization of branded assets

- Identify opportunities to rationalize and/or standardize branded assets to achieve time savings, cost efficiencies and/or quality improvements.
- Share any opportunities to further streamline brand governance with the Brand Management Team (BrandActive can perform a brand governance assessment to recommend additional measures for improvement outside the scope of this Change Order).

Manage vendors and procurement

- Recommend strategies or approaches to segment the procurement process for cost-effectiveness.

- Manage ongoing vendor activities in order to support compliance with brand standards and established schedules.
- Reinforce that vendors adhere to documented safety policies and procedures throughout the duration of any work performed on-site.

Provide help desk support

- Develop a custom Smartsheet help desk solution to address issues unique to the rebrand.
- Educate the identified SVMH subject matter experts on use of the online Smartsheet help desk tool.
- Manage intake of help desk inquiries and establish standard response times.
- Respond directly to help desk inquiries; escalate to SVMH subject matter experts, when required.
- Track inquiries and alert affected teams when response times exceed the prescribed response period.
- Provide help desk summary reports.
- Leverage data and intelligence collected from help desk inquires to provide feedback and/or revisions to brand implementation FAQs.

Reporting

- Generate task-level status reports using the detailed input and data in the integrated project schedule.
- Provide ad hoc reports tailored for executive audiences to assist and facilitate decision-making on rebrand strategy, scope, timeline and cost.

Deliverables

The deliverables of the Plan and Prepare phase are:

1. Schedule that integrates brand development, launch and in-scope workstream transition plans
2. Project organization structure with documented roles and responsibilities for all identified workstreams and workstream members
3. Refined central project budget
4. Recommendations for tracking Purchase Order (PO) commitments and expenses
5. Workflows for processes (funding requests, brand reviews and issue and risk escalation)
6. Procurement and RFP-related documents (where required), for the procurement of physical assets such as signage
7. Supporting documents and tools (such as asset inventories, workstream kickoff materials, branded template assessments, implementation guidelines, etc.)
8. Real-time dashboard reporting capabilities

The deliverables of the Roll Out and Manage phase are:

1. Updated record of decisions, issues, risks and mitigation strategies learned throughout the engagement
2. Continuous elaboration/refinement of the project budget based on actual quotes and financial commitments being made (assuming we are provided transparency into this throughout the project)
3. Ad hoc analyses and reports to iterate rebrand plans by changing the project assumptions around investment, timeframe, resource requirements and/or any significant issue impacting the project
4. Rebrand tools and templates
5. Maintenance of the master project schedule and regular status update reports.
6. Photographic audit of branded assets
7. Summary of help desk inquiries and updated FAQ
8. List of identified opportunities for standardization of processes or assets

Project team

BrandActive brings a senior and experienced team to all projects. An engagement lead will be the senior advisor on this project and will be joined by a manager and project support resources that include a financial analyst, database analyst and branded asset subject matter experts at various times throughout the project as required.

Timing and fees

This will be a ten and a half month engagement. The Plan and Prepare phase will be two and a half months and will begin the week of 09 May 2022. The Roll Out and Manage phase will begin following the completion of the Plan and Prepare phase and continue on a month-to-month basis through 23 March 2023.

The total professional services fee for this engagement will be $540,915 and invoiced according to the following schedule. All payments are listed in USD and are due within 30 days of receipt of invoice. If required, BrandActive can extend rebrand activities past 23 March 2023 through a Change Order. SVMH may cancel or suspend BrandActive services with a 30-day written notice. In the event that the scope of work included in this SOW is required to continue beyond the stated end date, due to any reason for which BrandActive is not responsible, additional fees may be incurred.

Activity	Fee	Invoice date	Invoice amount
Plan and Prepare phase	$148,550	09 May 2022 01 June 2022 01 July 2022	$34,380 $57,085 $57,085
Roll Out and Manage phase (Month-to-month – cancel with 30-day notice)	$392,365	01 August 2022 01 September 2022 01 October 2022 01 November 2022 01 December 2022 01 January 2023 01 February 2023 01 March 2023	$57,845 $57,845 $57,845 $57,845 $57,845 $34,380 $34,380 $34,380
Total fee (all activities excluding OOP fees)			**$540,915**

Additional costs

Other costs which SVMH will be responsible for include:

- Applicable taxes
- Reasonable travel and accommodation expenses
- BrandActive has a standard policy to bill a Sixty-Five and 00/100 Dollars ($65.00) per diem maximum charge for each BrandActive team member to cover meals and incidental expenses while traveling on client business within the U.S.; a per diem of Seventy-Five and 00/100 Dollars ($75.00) will be charged for international travel
- Costs associated with "out-of-scope" changes as approved in advance by SVMH
- Disbursements – phone expenses, applicable teleconferencing expenses, audit materials, photographic supplies and production, graphic materials and supplies, mock-ups, couriers and delivery, reproductions, and any other costs reasonably and properly incurred in conjunction with the project
- 5% administration charge included on all expenses
- Although it is only an estimate, we would not expect out-of-pocket (OOP) expenses for travel and other items related to this Statement of Work to exceed 10% of the fees

All expenses will be billed monthly as incurred, or upon project completion. We will do everything that we can to minimize these costs.

Assumptions

- BrandActive uses virtual tools (primarily the Smartsheet application) to work collaboratively online. If standard tools cannot be used on this project due to restrictions in SVMH's IT policy, additional fees may be incurred based on the level of rework required to the standard project setup and for additional effort involved to manage the project.

- BrandActive uses Microsoft Teams and Zoom to provide web conferencing services. Should SVMH require the use of an alternate paid service for web conferencing, any costs incurred will be billed to SVMH.
- Workstream members will participate in a kickoff/training session to align expectations for the phase of work and to be educated on project tools and platforms. If required, BrandActive will record an abbreviated tutorial for self-directed learning (in lieu of individual training sessions) to support any future additions to the teams.
- For this project we will consider all SVMH entities to be in-scope.
- No significant changes to project scope, cost or timeline occur after the completion of the Plan and Prepare phase that require an adjustment to the project plans established for the Roll Out and Manage phase.
- All brand standards, including guidance for asset-specific application and variability, must be completed within the timelines defined in the Plan and Prepare phase.
- Workstream members and project leadership team have dedicated time available within the established project timeline to complete required tasks and provide approvals when required.
- BrandActive has included costs for signage designs guidelines and standards, site surveys, recommendation books and prototypes within the signage line item in the Phase 1 deliverable. We can perform these tasks, but have left these out of scope for now as there are many approaches to take here.
- Vendor fees and costs to deliver rebranded assets and associated services are assumed to be exclusive transactions between the vendor and SVMH.
- A contract management fee of 15-20% will apply to all situations in which SVMH requests that BrandActive retains third-party services on behalf of SVMH.
- SVMH is responsible for providing all associated workwear order information (brand, style, size and personalization details).
- SVMH is responsible for providing standards/guidelines/templates to facilitate vendor adherence to specifications (We can help in the creation of these through a Change Order if needed. Costs have been included in the signage line item of our Scope and Assess report).
- SVMH is responsible for approving final orders before production.
- SVMH is responsible for approving samples before production.
- SVMH is responsible for engaging with vendor after three (3) rejected samples.
- SVMH is responsible for communicating to its internal stakeholders items such as: rebrand scope, required workwear to be rebranded, and quantity of uniforms replaced and funded by the rebrand.

Terms and Conditions

Approval
For additional work, or work which is not included in the scope of this project, an additional estimate will be presented as a scope change notification for your approval. By signing this agreement, SVMH agrees to operate under BrandActive's standard Terms and Conditions which have been submitted with this Statement of Work.

Approved and agreed to by:

BrandActive (USA) Inc. o/a (operating as) "BrandActive"	**Salinas Valley Memorial Healthcare System (SVMH)**
Signature	Signature
Vladimir Kačar	
Name	Name
Executive Vice President	
Title	Title
25 April 2022	
Date	Date

Justification for Sole Source Form

To: Contract Review Committee

From: Adrienne Laurent, Administration

Type of Purchase: (Check One)

☐Non-Medical, Non-Surgical Equipment/Supplies >= $25,000
☐Data Processing/Telecommunication Goods >= $25,000
☐Medical/Surgical – Supplies/Equipment >= $25,000
☒Purchased Services >= $350,000

Total Cost $:	$540,915 (plus out of pocket expenses)
Vendor Name:	BrandActive
Agenda Item:	Consider Recommendation for Board Approval of the Contract with BrandActive for SVMHS Rebranding Implementation

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

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

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

☐Existing SVMHS equipment, inventory, custom-built information system, custom built data inventory system, or similar products or programs. **Describe.**

☐Uniqueness of the service. **Describe.**

☒SVMHS has established a standard for this manufacturer, supplier or provider and there is only one vendor. **Describe.**
When SVMHS launched its rebranding effort prior to the pandemic, we engaged BrandActive to conduct a brand audit. Based on the information collected and analyzed through this robust data-gathering exercise, BrandActive developed transition scenarios to successfully implement the new brand, with asset-specific transition strategies. This contract covers the implementation phase of this work.

☐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, please **describe**:

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

Submitter Signature_____ Date:_____

Board Paper: Finance Committee

Agenda Item:	Consider Recommendation for Board Approval of the Contract with Sharecare for the SVMHS Digital Employee Wellness Platform
Executive Sponsors:	Michelle Childs and Adrienne Laurent
Date:	April 18, 2022

Executive Summary

Salinas Valley Memorial Healthcare System prioritizes employee wellness. The worldwide pandemic has impacted our employees in a significant way, and we are working to equip them with solutions that will build resiliency and overall wellbeing.

Sharecare is an established vendor with SVMHS, our partner in implementing Blue Zones Project, Monterey County. The Sharecare Digital Platform will serve as our employees' health hub – an application where they can keep their wellness profiles, programs, and benefits together in one secure profile. As an organization we will be able to conduct health challenges, targeted health marketing campaigns, links to various employee benefits, incentive programs and activities. This mobile and web-based application provides information, tools and programs designed to support and improve the health and wellbeing of our staff; report insights and analytics; promote engagement; and enhance access to available benefits, resources, and programs.

Timeline/Review Process to Date

6/3/21 – 3/25/22	Discussions and presentations regarding the Sharecare Employee Wellness Platform
4/15/22:	Contract finalization

Strategic Plan Alignment:

Pillar/Goal Alignment:

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

Financial/Quality/Safety/Regulatory Implications: *[fill in table, add any additional pertinent information]*

Key Contract Terms	Vendor: Sharecare Operating Company
1. Proposed effective date	5/1/22
2. Term of agreement	3 years
3. Renewal terms	Auto renewal for successive periods of one year or terminate with 90 days notice.
4. Termination provision(s)	90 days notice after 3-year term
5. Payment Terms	Payments due within 30 days of receipt of invoice, 1.0% interest on outstanding balance
6. Annual cost	• $119,700/year with 3% annual increase (covers the digital platform and the additional component All Together Better) • Option to add features at additional cost
7. Cost over life of agreement	$367,690
8. Budgeted (indicate y/n)	Not for two months of contract, yes for remainder

Recommendation

Consider recommendation for Board approval of the Contract with Sharecare for the SVMHS Digital Employee Wellness Platform

Attachments

(1) Master Agreement
(2) Appendix A: Scope of Services
(3) Order
(4) Point Solutions Addendum to Order
(5) Justification for Sole Source Form

sharecare

Master Agreement

These Master Agreement Terms, together with the applicable Order(s) as defined herein and Exhibit(s) attached hereto (collectively, the "Agreement"), are entered into by and between Sharecare Operating Company, Inc. ("Sharecare") and Salinas Valley Memorial Hospital ("Enterprise Customer") (each of which may be referred to hereinafter individually as a "Party" and collectively as the "Parties") effective as of_____, 2022. The Parties mutually agree as follows:

1. **Services.** Sharecare will provide Services to Enterprise Customer as described in each statement of work, order, or other transaction document, entered in to by both Parties from time to time (each an "Order") (the "Sharecare Services" or the "Service(s)").

2. **Authorized Use.**

   a. Use of Sharecare Services shall be subject to the then-current Sharecare Privacy Policy and Terms applicable to the Sharecare Services as published at https://www.sharecare.com/static/terms or otherwise accepted by users as part of the Sharecare Services ("Sharecare Service Terms").

   b. Each employee, agent, assign, representative, independent contractor or other person or entity authorized by Enterprise Customer to access or use the Sharecare Services shall be required to establish an account on the Sharecare digital platform (the "Sharecare Platform") and accept the Sharecare Service Terms and shall thereafter be deemed a "User."

   c. In the event of a conflict between the terms of this Agreement and the Sharecare Service Terms, the terms of this Agreement shall prevail.

   d. Notwithstanding anything herein or in a statement of work or Order to the contrary, Sharecare may make commercially reasonable changes to the Sharecare Service Terms from time to time. If Sharecare makes a material change to the Sharecare Service Terms, Sharecare will inform Enterprise Customer within ninety (90) days in writing, which may include sending an email or other electronic notification to each affected User on the Sharecare Service, and to the email address of Enterprise Customer specified in the applicable Order(s) for notices. If the change is likely to have a materially adverse impact on Enterprise Customer and Enterprise Customer does not agree to the change, Enterprise Customer must notify Sharecare via the notice methods provided in this Agreement within thirty (30) days after receiving notice of the change. If Enterprise Customer notifies Sharecare as so required, then Enterprise Customer will remain governed by the Terms in effect immediately prior to the change until the end of any relevant Order's then-current Service Term for the affected Order for a Sharecare Service. If the Service Term of the affected Order is renewed, it will be renewed under Sharecare's then-current Sharecare Service Terms.

3. **Acceptance.** All Deliverables under each Order must be performed in accordance with the Order. Final acceptance by Enterprise Customer of the Deliverables under each Order (including Deliverables which may have been previously approved) shall be made only by a written notice of acceptance signed by the Enterprise Customer, which shall not be unreasonably withheld, conditioned, or delayed.

3. **Termination.** Each Party shall have the right to terminate the Agreement or any Orders as follows:

a. Either Party shall have the right to terminate the Agreement or any Orders upon a material breach by the other Party which has not been cured within thirty (30) days, such cure period to commence upon the breaching Party's receipt of written notice from the non-breaching Party setting forth an alleged event of material breach.

b. Termination is not the sole remedy under this Agreement and all other remedies will remain available.

c. Wind Down/Transition Services. Upon expiration and non-renewal or termination of this Agreement or any Order, Sharecare shall:

i. where Enterprise Customer has terminated this Agreement or an Order in accordance with the terms set forth herein due to Sharecare's material breach, (i) cooperate with Enterprise Customer as commercially reasonable to wind down all work and Services under this Agreement, (ii) continue to make the Services available to Enterprise Customer and otherwise allow access to, and use of, the Services for a duration determined by Enterprise Customer but not to exceed three (3) months absent the express written agreement of Sharecare, and (iii) provide other commercially reasonable services and cooperation appropriate for an orderly transition of the Services and the Enterprise Customer materials to Enterprise Customer or Enterprise Customer's designee at no additional cost to Enterprise Customer; or

ii. where Enterprise Customer has terminated this Agreement or an Order in accordance with the terms set forth herein for non-renewal, (i) cooperate with Enterprise Customer as commercially reasonable to wind down all work and Services under this Agreement, (ii) continue to make the Services available to Enterprise Customer and otherwise allow access to, and use of, the Services for a duration determined by Enterprise Customer but not to exceed three (3) months absent the express written agreement of Sharecare, and (iii) provide other commercially reasonable services and cooperation appropriate for an orderly transition of the Services and the Enterprise Customer materials to Enterprise Customer or Enterprise Customer's designee for a cost agreed to by the parties; and

iii. deliver to Enterprise Customer the output of all Services and any remaining requested reports in a medium agreed to by both parties; and

iv. promptly return all Enterprise Customer materials and copies thereof in the medium originally provided by Enterprise Customer, or, in the event that the original medium is no longer available, in a medium agreed to by both parties; and

v. remove all copies of the applicable Enterprise Customer materials from servers within its control.

4. Fees, Expenses and Payment.

a. Enterprise Customer shall pay Sharecare the fees in the amount and manner set forth in each Order ("Fees").

b. Enterprise Customer shall not be liable to Sharecare for any expenses paid or incurred by Sharecare unless otherwise agreed to and approved in advance in writing by Enterprise Customer (the "Expenses"). Any such Expenses shall be incurred only in connection with the project specified in an applicable Order and must fully conform to Enterprise Customer's then-current expense policies, as communicated from time to time.

c. Unless otherwise specified in an applicable Order, Enterprise Customer shall make all payments within thirty (30) days of receipt of an invoice from Sharecare. The invoice shall include supporting documentation for any Expenses. In the event Enterprise Customer disputes any charges invoiced by Sharecare, Enterprise Customer shall pay all undisputed amounts in the manner set forth in this Section 4(c), and concurrently provide written notice to Sharecare, including the appropriate documentation supporting Enterprise Customer's claim for disputed charges, by the invoice due date. Each Party agrees that it will meet and negotiate in good faith to resolve any dispute that may arise between them with respect to this Agreement and any related Order, if applicable. Each Party will provide to the other all reasonably requested information as is relevant to the resolution of the dispute.

d. If payment for any invoiced amount is not received by Sharecare by the invoice due date, then without limiting Sharecare's other available rights or remedies, those invoiced charges may accrue interest at the rate of 1.0% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower.

e. If any charge owing by Enterprise Customer is thirty (30) days or more overdue, Sharecare may, without limiting its other rights and remedies, suspend the Services for which such charges are owing until such amounts are paid in full, provided that Sharecare has given Enterprise Customer at least ten (10) days' prior written notice that its account is overdue in accordance with the "Notices" section below.

f. Sharecare will not exercise its rights under Section 4(d) or 4(e) if Enterprise Customer is disputing the applicable charges reasonably and in good faith in the manner set forth in Section 4(c) and is actively cooperating to resolve the dispute.

5. **Performance.** Sharecare shall perform its obligations hereunder in a workmanlike and professional manner.

6. **Sharecare Responsibilities.**

a. In addition to all other obligations set forth in this Agreement, Sharecare shall: (i) provide the Services in accordance with this Agreement; (ii) perform all support obligations and abide by the service levels as set forth in the applicable Order; (iii) comply with the Sharecare's security policy and additional security requirements as set forth in this Agreement or an applicable Order(s); (iv) abide by the Business Continuity/Disaster Recovery Plan as set forth in an applicable Order(s); and (v) provide the Services in compliance with all applicable laws and government regulations.

b. Sharecare shall be responsible for the acts and omissions of its employees, agents, contractors, and subcontractors in the same manner and to the same extent as if performed by Sharecare.

7. Enterprise Customer Responsibilities.

a. In addition to all other obligations set forth in this Agreement, Enterprise Customer shall: (i) be responsible for Users' compliance with this Agreement, Sharecare Service Terms and Orders; (ii) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify Sharecare promptly of any such unauthorized access or use; (iii) use the Services only in accordance with applicable laws and government regulations; and (iv) be responsible for the accuracy, quality and legality of its data and the means by which Enterprise Customer acquired its data.

b. Enterprise Customer shall not intentionally and knowingly: (i) make the Services available to, or use any Service for the benefit of, anyone other than Enterprise Customer or Users; (ii) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material; (iii) use the Services to store or transmit material in violation of third party privacy rights; (iv) use the Services to store or transmit malicious software; (v) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein; or (vi) attempt to gain unauthorized access to the Services or their related systems or networks; (vii) sell, resell, license, sublicense, distribute, make available, rent or lease any Service, or include any Service in a service bureau or outsourcing offering.

c. Enterprise Customer's or a User's intentional violation of the foregoing, or any use of the Services in breach of this Agreement or an Order, by Enterprise Customer or Users that in Sharecare's judgment imminently threatens the security, integrity or availability of Sharecare's Services, may result in Sharecare's immediate suspension of the Services. Sharecare will use commercially reasonable efforts under the circumstances to provide Enterprise Customer with an opportunity to remedy such violation or threat prior to any such suspension.

8. Ownership of Materials.

a. As between Enterprise Customer and Sharecare, Sharecare shall own all right, title and interest in and to the Sharecare Platform and other Sharecare software and Services, including, without limitation, all associated intellectual property rights throughout the world.

b. No ownership rights in Enterprise Customer materials that predate the Agreement are transferred to Sharecare. Sharecare is granted a limited license to use materials provided by Enterprise Customer solely in the performance of this Agreement and not for Sharecare's or any third party's benefit.

c. As between Enterprise Customer and Sharecare, Enterprise Customer retains all ownership rights in information that Enterprise Customer provides or transmits to Sharecare under this Agreement. Nothing in this Agreement limits that ability of Sharecare to obtain authorizations from end users of the Services, including, without limitation, the Users, with respect to data of such users.

d. The Sharecare Platform may: (i) receive data feeds, including eligibility data, provided by Enterprise Customer or Enterprise Customer's vendor(s); and (ii) ingest this data, together with information provided by other parties and individuals ("User Data"), into a personal profile (the " Personal Health Profile") relating to a User.

e. All User Data and data related to use of the Service by Users shall be governed by the applicable Sharecare Service Terms. Notwithstanding anything in the Agreement to the contrary, the Parties acknowledge and agree that Sharecare shall own all rights to and in the Sharecare Services, the Sharecare Platform and the Personal Health Profile, subject to any rights of Users to own and control personal information under applicable law.

f. With regard to User Data, Sharecare shall have the right to: (i) retain transactional and derivative data associated with the User's account; (ii) share User Data with third parties in accordance with the applicable Sharecare Service Terms and applicable law; and (iii) remove/delete User Data upon termination by the User of a Sharecare Service in compliance with regulatory requirements and terms for the applicable Sharecare Service.

g. Enterprise Customer shall take no actions during or following the Agreement to limit or restrict a User, anyone who has been a User, or any other user from remaining a Sharecare customer or utilizing a Personal Health Profile.

h. Notwithstanding the foregoing, certain information may be incorporated into a User's Personal Health Profile that is received from a health plan or other third party (the "Plan Restricted Data"). Nothing in this Agreement shall limit the rights of a User or Sharecare from accessing, disclosing, or using such Plan Restricted Data, which shall be subject to any agreement between Sharecare and such third party and applicable law.

i. Subject to subsection 8(k) below, Enterprise Customer shall not request, and Sharecare shall not provide to Enterprise Customer, Plan Restricted Data that can be used to identify an individual, provided that Sharecare may provide Plan Restricted Data or other data to: Enterprise Customer's benefit plan(s) solely for purposes of operations such as rate-setting or as otherwise permitted by law; or to certain employees of a Plan administrator or third party providers of healthcare services as set forth in subsection 8(k) below. Enterprise Customer shall not attempt to re-identify or otherwise access identifiable User Data (including Plan Restricted Data), a Personal Health Profile, or Sharecare materials, or attempt to use data received from Sharecare, for employment purposes such as hiring, firing, commencement of an adverse action or other use utilizing data that identifies an individual or is not permitted by law.

j. The Parties agree and acknowledge that User Data provided to Sharecare and integrated into a User's Personal Health Profile shall be available for access by such User and shall be subject to the applicable Sharecare Service Terms and the rights and control of Sharecare. The Parties agree and acknowledge that for purposes of this Section, Sharecare is not and will not be acting on behalf of a Plan, provider, or any "covered entity" as that term is defined in HIPAA.

k. In addition to the provision of de-identified, aggregated data to Enterprise Customer as otherwise permitted by this Agreement, upon receipt of an authorization of an User, or as otherwise permitted by applicable law, User Data received from a User by Sharecare may be provided to (A) licensed providers of healthcare services for treatment purposes, and (B) individuals employed by a Plan, Sharecare, or a third party, whose function is to assist beneficiaries in the coordination of care and/or encourage the health and wellness of such beneficiaries (each such person listed under this Section hereafter is referred to as a "Health Coach"). Each such Health Coach shall use and disclose such User Data solely for purposes of providing care coordination and wellness services to the relevant User whose User Data is received and in compliance with the relevant authorization and applicable law. Enterprise Customer shall not request that C or any Health Coach, provider or

other individual or entity receiving User Data pursuant to this Subsection provide such User Data to Enterprise Customer for any purpose other than to a Health Coach for care coordination or wellness services.

l. Data Privacy Laws. Sharecare acknowledges that in providing the Sharecare Service pursuant to an Order, it may have access to and use of certain personal health information provided by ENTERPRISE CUSTOMER and/or third party payors or plan administrators (third party payors and third party plan administrators are each herein referred to as a "Plan") and other personally identifiable information concerning Plan members for Plan services ("Enterprise Customer Protected Data") which information may be subject to applicable federal, state and local data privacy and security laws and regulations. In the event that Sharecare obtains "protected health information" from a "covered entity" (as such terms are defined in the Health Insurance Portability and Accountability Act administrative simplification provisions and related regulations ("HIPAA")), Sharecare and either Enterprise Customer (if a covered entity) or a covered entity providing PHI to Sharecare shall enter into a business associate agreement to the extent required by HIPAA, which business associate agreement shall apply to all Orders between the parties unless specifically provided otherwise therein.

9. **Confidential Information.** During the course of this relationship, it may be necessary or convenient for a Party to divulge Confidential Information (as herein defined) to the other Party. The following shall apply:

a. The term "Confidential Information" means all non-public information that: (i) either Party designates as being confidential information in connection with the disclosure of such information; or (ii) is of a sensitive or proprietary nature, including, without limitation, negotiations in progress, terms of agreements, financial data, customer lists, advertising, marketing and promotional plans, and business partner lists, including, but not limited to, trade secrets.

b. Confidential Information shall not include any information that (i) is at the time of disclosure or subsequently becomes publicly available without a Party's breach of any obligations owed to the other Party; (ii) becomes known to a Party prior to disclosure of such information to a Party; (iii) becomes or became known to a Party without a breach of an obligation of confidentiality owed to the other Party; or (iv) is independently developed by a Party.

c. The receiving Party shall retain in strict confidence all of the disclosing Party's Confidential Information during the term of this Agreement and for three (3) years thereafter. Notwithstanding the foregoing, the receiving Party shall maintain the confidentiality of any trade secrets for so long as such Confidential Information is deemed a trade secret under applicable law.

d. Notwithstanding the foregoing restrictions, the receiving Party may use and disclose any Confidential Information to the extent required by an order of any court or other governmental authority, but in each case only after the disclosing Party has been so notified and has had the opportunity, if possible, to seek and obtain reasonable protection for such information in connection with such disclosure.

e. All Confidential Information shall remain the exclusive property of the disclosing Party and no license or similar rights of any kind shall be or be deemed to have been created or implied by the Agreement, except as otherwise expressly set forth herein.

f. The provisions of this Section shall survive and be enforceable beyond the termination or completion of the Agreement for the period set forth in this Section.

10. Warranties. During an applicable subscription term: (a) Sharecare will not materially decrease the overall security of the Services, (b) the Services will perform materially in accordance with the applicable documentation, and (c) Sharecare will not materially decrease the overall functionality of the Services.

11. Disclaimer of Warranties.

a. Sharecare does not warrant that any website or any Service will meet Enterprise Customer's requirements or that the operation of the websites by Sharecare (or any of its subcontractors or agents) will be uninterrupted or error-free. Except as expressly set forth herein and/or in any applicable Order, Sharecare provides the Services on an "as is" and "as available" basis without warranties of any kind.

b. OTHER THAN AS EXPRESSLY SET FORTH IN THE AGREEMENT, SHARECARE DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, CONDITIONS, OR REPRESENTATIONS, OR IMPLIED INDEMNITIES, TO ENTERPRISE CUSTOMER, ANY OF ITS AFFILIATES OR ANY OTHER PARTY WITH RESPECT TO THE SCOPE OF WORK AND/OR SERVICES PROVIDED UNDER THE AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. SHARECARE DOES NOT WARRANT OR GUARANTEE A MEDICAL COST SAVINGS OR A RETURN ON INVESTMENT OF SERVICES PROVIDED UNDER THIS AGREEMENT.

c. Re-performance. Except as otherwise specifically set forth herein, Sharecare's sole obligation and Enterprise Customer's sole remedy, in the event Sharecare's technology, such as websites, applications, or web portals, is unavailable or is not functioning properly, shall be re-performance of the affected Services.

12. Indemnification by Sharecare. Sharecare will defend Enterprise Customer, including its officers, directors, employees and agents (collectively, the "Enterprise Customer Indemnified Parties"), against any claim, demand, suit or proceeding made or brought against Enterprise Customer Indemnified Parties by a third party (i) alleging that any Service infringes or misappropriates such third party's intellectual property rights or (ii) based on Sharecare's gross negligence or willful misconduct (a "Claim Against Enterprise Customer"), and will indemnify Enterprise Customer Indemnified Parties from any damages, attorney fees and costs finally awarded against Enterprise Customer Indemnified Parties as a result of, or for amounts paid by Enterprise Customer Indemnified Parties under a settlement approved by Sharecare in writing of, a Claim Against Enterprise Customer, provided that Enterprise Customer: (a) promptly gives Sharecare written notice of the Claim Against Enterprise Customer, (b) gives Sharecare sole control of the defense and settlement of the Claim Against Enterprise Customer (except that Sharecare may not settle any Claim Against Enterprise Customer unless it unconditionally releases Enterprise Customer Indemnified Parties of all liability), and (c) gives Sharecare all reasonable assistance, at Sharecare's expense. The failure to comply with clause (a) of the immediately preceding sentence shall not affect Sharecare's obligation to provide indemnification pursuant to this Section except to the extent such failure has materially adversely affected its ability to defend such Claim Against Enterprise Customer, and notwithstanding clause (b) of the immediately preceding sentence, Enterprise Customer shall have the right, at its own expense, to employ separate counsel in any such action, to

observe the proceedings and, at Enterprise Customer's request, Sharecare will keep such counsel reasonably informed of such proceedings. If Sharecare receives information about an infringement or misappropriation claim related to a Service, Sharecare may, in its discretion and at no cost to Enterprise Customer, (i) modify the Services so that they are no longer claimed to infringe or misappropriate, without breaching Sharecare's warranties under "Sharecare Warranties" above, (ii) obtain a license for Enterprise Customer's continued use of that Service in accordance with this Agreement, or (iii) terminate Enterprise Customer's subscriptions for that Service upon 30 days' written notice, to the extent that Sharecare is terminating such subscriptions of its similarly-situated customers generally, and refund Enterprise Customer any prepaid fees covering the remainder of the term of the terminated subscriptions.

13. **Indemnification by Enterprise Customer.** Enterprise Customer will defend Sharecare, including its officers, directors, employees and agents (collectively "Sharecare Indemnified Parties"), against any claim, demand, suit or proceeding made or brought against Sharecare Indemnified Parties by a third party (i) alleging that any Enterprise Customer Data infringes or misappropriates such third party's intellectual property rights, or (ii) arising from Enterprise Customer's use of the Services or Content in breach of the Agreement, the Documentation, Order Form or applicable law (each a "Claim Against Sharecare"), and will indemnify Sharecare Indemnified Parties from any damages, attorney fees and costs finally awarded against Sharecare Indemnified Parties as a result of, or for any amounts paid by Sharecare Indemnified Parties under a settlement approved by Enterprise Customer in writing of, a Claim Against Sharecare, provided that Sharecare: (a) promptly gives Enterprise Customer written notice of the Claim Against Sharecare, (b) gives Enterprise Customer sole control of the defense and settlement of the Claim Against Sharecare (except that Enterprise Customer may not settle any Claim Against Sharecare unless it unconditionally releases Sharecare Indemnified Parties of all liability), and (c) gives Enterprise Customer all reasonable assistance, at Enterprise Customer's expense. The failure to comply with clause (a) of the immediately preceding sentence shall not affect Enterprise Customer's obligation to provide indemnification pursuant to this Section except to the extent such failure has materially adversely affected its ability to defend such Claim Against Sharecare, and notwithstanding clause (b) of the immediately preceding sentence, Sharecare shall have the right, at its own expense, to employ separate counsel in any such action, to observe the proceedings and, at Sharecare's request, Enterprise Customer will keep such counsel reasonably informed of such proceedings. The above defense and indemnification obligations do not apply to the extent a Claim Against Sharecare arises from Sharecare's Indemnified Parties' breach of this Agreement, the Documentation or applicable Order Forms.

14. **Limitations of Liability.**

a. EXCLUSION OF DAMAGES. EXCEPT AS SPECIFIED IN AN ORDER, UNDER NO CIRCUMSTANCES WHATSOEVER SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE, INDIRECT, OR INCIDENTAL DAMAGES OF ANY KIND WHATSOEVER.

b. LIMIT OF DAMAGE AMOUNTS. EXCEPT AS SPECIFIED IN AN ORDER, IN NO EVENT WHATSOEVER SHALL EITHER PARTY'S TOTAL LIABILITY TO THE OTHER, FOR ANY OTHER DAMAGES WHATSOEVER, EXCEED THREE (3) TIMES THE SUM OF THE AMOUNTS PAID BY ENTERPRISE CUSTOMER FOR THE SERVICES PROVIDED IN THE TWELVE (12) MONTHS PRECEDING THE INCIDENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATION WILL NOT LIMIT ENTERPRISE CUSTOMER PAYMENT OBLIGATIONS FOR AMOUNTS DUE UNDER AN ORDER.

c. **EXCEPTIONS TO LIMIATIONS OF LIABILITY.** EXCEPT AS SPECIFIED IN AN ORDER, THE LIMITATIONS OF LIABILTY IN SECTION 14(b), SHALL NOT APPLY TO LIABILITY ARISING FROM THIRD-PARTY INTELLECTUAL PROPERTY CLAIMS, GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR VIOLATIONS OF LAW.

15. Relationship of the Parties.

a. It is mutually understood and agreed that the relationship between the Parties shall be that of independent entities contracting with each other at arm's length. This Agreement does not, and shall not be construed to, create the relationship of agent, employee, partnership, joint venture or association between the Parties.

b. This Section shall survive the termination or expiration of the Agreement.

16. Assignment. Upon advance written notice to the other, either Party may assign the Agreement to a parent, subsidiary or successor to the business related to the Agreement. This Agreement may not be otherwise assigned or transferred by either Party without the express written consent of the other Party, which shall not be unreasonably withheld.

17. Subcontractors. Sharecare may subcontract to third parties certain duties or obligations under this Agreement and shall remain fully responsible to Enterprise Customer for all such duties or obligations.

18. Publicity. Each of the Parties hereto agrees that it will not, without the written consent of the other Party in each instance, (i) use in advertising or for other publicity purposes (including, without limitation, on the Internet) the other Party's name, domain name, any trademark, trade name, symbol or any abbreviation or contraction thereof owned by or referring to that Party; or (ii) represent, directly or indirectly, that any product or service offered by the Party has been approved or endorsed by the other Party.

19. Non-Solicitation. Each Party agrees that, during the term of the Agreement and for twelve (12) months after the termination or expiration of the Agreement, neither Party shall:

a. Solicit for employment and then employ any employee of the other Party or any of its affiliates or subsidiaries; or

b. Induce, attempt to induce, or knowingly encourage any customer of the other Party or any of its affiliates or subsidiaries to divert any business or income from that Party or its affiliates or subsidiaries or to stop or alter the manner in which they are then doing business with that Party or any of its affiliates or subsidiaries.

20. Governing Law/Jurisdiction and Venue. This Agreement shall be exclusively governed by and construed under the laws of the state of Delaware, United States, without regard to its conflict of laws provisions, and venue for all actions arising out of this Agreement shall be Delaware, United States, without regard to the doctrine of forum non-conveniens.

21. Approval Signatures. Signature by authorized representatives of the respective Parties listed below constitutes acceptance of and notice to proceed with the performance and provision of the Services. No additional work relating to any other project or engagement, or any other part or phase of the project than that described in the Agreement, shall be authorized without the express written agreement of both Parties hereto.

22. **Notices.** All notices required by either Party under the Agreement shall be made in writing, and shall be deemed to have been given on the date such noticed is presented personally, or transmitted by facsimile (receipt confirmed), two (2) business days after delivery by a nationally recognized courier service, or three (3) days after mailed registered or certified, return receipt requested, to the other Party at the addresses set forth in the signature block of the Agreement, Attn: Legal, or to such other address as a Party may designate by written notice to the other Party provided in accordance with this Section.

23. **Non-Waiver.** The failure of either Party to this Agreement to exercise any of its rights under this Agreement at any time does not constitute a breach of this Agreement and shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

24. **Force Majeure**. A Party shall be excused from the performance of its obligations hereunder, and such Party's nonperformance shall not be a default or grounds for termination of this Agreement, to the extent that such Party is prevented from performing its obligations as a result any other cause beyond the affected Party's reasonable control.

25. **No Third-Party Beneficiaries**. No person or entity, other than Enterprise Customer and Sharecare, is intended to be, or is in fact, a beneficiary of this Agreement, and the existence of the Agreement shall not in any respect whatsoever increase the right of any member or other third party, or create any right on behalf of any member or other third party vis-à-vis any of the Parties with respect to the subject matter hereof.

26. **Compliance With Laws.** Each Party represents that it has complied and will continue to comply with all relevant federal, state and local laws and regulations.

27. **Severability.** If any part of this Agreement is held to be unenforceable, the rest of this Agreement shall nevertheless remain in full force and effect.

28. **Survival.** All provisions which contemplate performance or observance subsequent to any termination or expiration of the Agreement or which must survive in order to give effect to its meaning, shall survive the expiration or termination of the Agreement.

29. **Electronic Agreement.** The Parties agree to contract electronically. Any requirement of a writing or written agreement can be satisfied by electronic means.

30. **Equal Opportunity and Compliance with Employment Laws.** Sharecare warrants that in providing the goods and/or Services specified herein, it will comply with the following laws, executive order, and the regulations promulgated thereunder, as the same may be amended, when applicable: (A) the Vietnam Era Veterans Readjustment Assistance Act of 1974, (B) Executive Order 11246, and (C) the Rehabilitation Act of 1973. Any clause required to be set forth in a document of this type by such laws, administrative regulations or executive orders shall be deemed to be incorporated herein by this reference. Sharecare shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, disability, or protected veteran status. If applicable to the Services hereunder, Sharecare and any permitted subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans. If applicable, Sharecare and any permitted subcontractor shall also abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against

qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

31. **Entire Agreement.** These terms and conditions herein, including any Exhibits attached hereto, constitute the entire agreement between the parties with respect to the subject matter hereof; all prior agreements, representations, statements, negotiations and undertakings, whether written or oral, are superseded hereby. This Agreement may be supplemented, amended or revised only by a writing that is signed by each of the Parties.

ENTERPRISE CUSTOMER:

By:_____
(Signature)

Name:_____

Title: _____

Email: _____

Address:

_____
_____
_____
_____
_____

SHARECARE:

By: _____
(Signature)

Name:_____

Title:_____

Email:_____

Address: 255 E Paces Ferry Rd. NE
Suite 700
Atlanta, GA 30305-2233

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EXHIBIT A

Sharecare Background Check Requirements

1. **Background Checks.** To the extent permitted under applicable law, Sharecare will complete the background checks required in this Exhibit A prior to Personnel performing Services.

2. **Personnel Security.** Sharecare will maintain Personnel policies and practices restricting Access to Protected Information, including having written confidentiality agreements with, and performing background checks in accordance with applicable laws on, all Personnel who Access Protected Information or who maintain, implement, or administer Sharecare's information security program and Safeguards.

    a. **Prohibited Parties/Terrorist Watch List.** Sharecare will perform Prohibited Parties/Terrorist Watch List checks on all Personnel performing Services.

    b. **Criminal Court / Social Security Number.** If the Services involve unescorted access to Enterprise Customer's facilities, remote access to Enterprise Customer's internal systems, or access to an individual's personal property or Personal Information, Sharecare will additionally perform the following checks on Personnel performing such Services: (A) criminal court checks for all counties of residence and work for the prior seven (7) years (or such period permitted by law); and (B) Social Security Number traces.

    c. **Driving History.** If the Services involve driving, Sharecare will additionally perform Department of Motor Vehicles driving history checks on Personnel performing such Services.

    d. **Credit.** If the Services involve access to Enterprise Customer's or its users' financial information, Sharecare will additionally perform credit checks on Personnel performing such Services.

    e. **Fingerprint.** If the Services involve access to children, Sharecare will additionally perform fingerprint checks on Personnel performing such Services.

3. **Proper Notices; Consents.** Sharecare will provide all required background check notices to, and obtain signed consent from, Personnel.

4. **Personnel Eligibility Guidelines.**

    a. **Ineligible to Perform Services.** Personnel may not perform any Services if a background check reveals the Personnel's name appears on the Prohibited Parties/Terrorist Watch list and the Personnel is not able to prove error.

    b. **May be Eligible to Perform Services but Requires Additional Review.**

i. Issues Requiring Additional Review. Sharecare must perform additional review to determine if Personnel is eligible to perform Services if a background check reveals any of the following:

1. Criminal Conviction. Personnel has any felony or misdemeanor criminal conviction within the last seven (7) years (or such period permitted by law).

2. Misrepresentation. Personnel misrepresents: (a) identification numbers (e.g., Social Security Number); or (b) any educational or technical qualifications even if not required to perform the Services, including: (i) an educational degree not earned; (ii) an educational degree for which there is no record of it being earned; or (iii) a different major of study than recorded.

3. Driving History Issues. For driving history checks: (a) Personnel's driver license is currently suspended or revoked; or (b) Personnel has: (i) two or more driving violations in a three (3) year period; or (ii) two (2) or more convictions in the last five (5) years for driving while under the influence or driving while intoxicated.

4. Credit Report Issues. For credit checks, Personnel's credit report shows: (a) one (1) or more items in collections, public records or negative accounts; (b) unpaid collections balance greater than or equal to US$1,000; or (c) any pending bankruptcy or fraud case.

ii. Sharecare to Perform Additional Review. Sharecare is responsible for performing any additional review to decide whether Personnel is eligible to perform the Services.

5. **Verification of Background Checks.** Upon request, Sharecare will provide to Enterprise Customer or its third-party vendor verification that it conducted background checks.

6. **Definitions.**

"Access" means to create, collect, acquire, receive, record, consult, use, process, alter, store, maintain, retrieve, disclose, or dispose of.

"Personal Information" means (i) any information about an identified or identifiable individual; or (ii) information that is not specifically about an identifiable individual but, when combined with other information, may identify an individual. Personal Information includes names, email addresses, postal addresses, telephone numbers, government identification numbers, financial account numbers, payment card information, credit report information, biometric information, IP addresses, network and hardware identifiers, and geolocation information.

"Personnel" means all employees and agents of Sharecare and its subcontractors and their agents.

"Protected Information" means Personal Information and Enterprise Customer Confidential Information that Sharecare or a Third-Party Provider may Access in performing Services. Protected Information does not include the parties' business contact information (specifically, business addresses, phone numbers, and

email addresses, including a party's contact persons' names used solely to facilitate the parties' communications for administration of the Agreement).

"Safeguards" means that at all times that Sharecare has Access to Protected Information, Sharecare will maintain reasonable administrative, technical, and physical controls designed to ensure the privacy, security, and confidentiality of the Protected Information ("Safeguards") that comply with this Exhibit, applicable standards, and applicable laws.

"Services" means the services that Sharecare provides to Enterprise Customer under the Agreement.

"Personal Information" means (i) any information about an identified or identifiable individual; or (ii) information that is not specifically about an identifiable individual but, when combined with other information, may identify an individual. Personal Information includes names, email addresses, postal addresses, telephone numbers, government identification numbers, financial account numbers, payment card information, credit report information, biometric information, IP addresses, network and hardware identifiers, and geolocation information.

"Prohibited Parties/Terrorist Watch List" means Sharecare will perform Prohibited Parties/Terrorist Watch List checks on all Personnel performing Services.

"Third-Party Provider" means any parent Sharecare, subsidiary, agent, contractor, sub-contractor, sub-processor, or other third party that Sharecare authorizes to act on Sharecare's behalf in connection with performing Services.

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Appendix A

SCOPE OF SERVICES

1. **Order Term.** The initial term of this Order shall commence on the "Order Effective Date" set forth on the cover page and continue for the "Term" set forth on the cover page, unless earlier terminated in accordance with the Agreement. This Order shall automatically renew for successive periods of one (1)-year unless either party elects not to renew the Order at least ninety (90) days prior to the then-applicable expiration date.

2. **License Grant.** Subject to the terms and conditions of this Order and the Agreement, Sharecare hereby grants to CLIENT, and CLIENT accepts from Sharecare a worldwide, revocable, non-exclusive, non-transferable license during the Term to use the "Licensed Products and Services" as described herein. Sharecare shall own all right, title and interest in the Licensed Products and Services except for this grant of license.

3. **General Description.** The Sharecare Digital Platform ("Sharecare Digital Platform" or "Platform") provides mobile- and web-based information, tools, and programs designed to: support and improve the health and wellbeing of Users as defined below; report insights and analytics; promote engagement; enhance access to available benefits, resources, and programs; and provide all of one's health information in one place. CLIENT co-branding is broadly available within the Platform per Sharecare's co-branding design specifications.

   "Users" are defined as Eligible Members who are registered with the CLIENT-sponsored platform. "Eligible Members" are individuals associated with CLIENT through an employment and/or customer relationship who are deemed eligible for a specific service as defined by mutually agreed criteria and applicable eligibility data provided by CLIENT. For reference:

   A. In an employer client context, Eligible Members typically consist of employees ("Employees") and benefit-enrolled spouses, domestic partners and adult dependents.
   B. In a health plan client context, Eligible Members typically consist of subscribers, spouses, domestic partners, and all dependents associated with CLIENT's employer group plans ("Client Groups"), individual plans, and other specified lines of business. Though minor dependents generally will not engage in services, they are usually considered Eligible Members for applicable billing purposes.
   C. In a health system client context, Eligible Members typically consist of patients ("Patients").

   While this Scope of Services outlines Sharecare's general suite of products of services, Licensed Products and Services purchased by CLIENT will be more specifically set forth in Fee Table 1. "Point Solutions" are optional services that may be selected by CLIENT on a case-by-case basis; unless otherwise specified herein, Point Solutions require additional terms and fees to be agreed upon by the Parties via a Point Solutions Addendum. Pricing for Point Solutions and other optional items, if purchased by Point Solutions Addendum or other writing (email sufficing), may be set forth in the Point Solutions Addendum or the additional fee tables (the "Rate Cards") attached hereto.

4. **Standard Sharecare Digital Platform Features.** All versions of the Sharecare Digital Platform include the features described below (with some variation, if noted).

   A. **RealAge Test and RealAge Program.** The RealAge Test is a core element of the Sharecare Digital Platform and a central part of User onboarding and registration flow. The RealAge Test provides the User's RealAge, a single metric for health and information on behavior modification. The RealAge Test will be delivered to Users digitally through the Sharecare Digital Platform.

      The RealAge Program is Sharecare's digital, self-managed, self-service healthy behavior program targeting the four highest lifestyle risks — stress, sleep, nutrition, and activity — that integrates with all native features of the Sharecare platform, drives sustained engagement with all Users across the spectrum of health and lifestyle risk, and promotes behavior change that can positively impact mortality as measured by RealAge. Upon completion of the RealAge Test, the RealAge Program is promoted to the User with

recommended areas of focus. Users set goals, are delivered personalized programming and tips to make healthy changes to their lifestyle, and are encouraged to track their progress.

B. **Health Profile.** The "Health Profile" is a personalized and secure place for Users to view their historical and current health information in multiple categories. All data and derived insights presented in the Health Profile are dependent upon the data mapped/provisioned into the Sharecare Digital Platform via standard data ingestion processes and sources which may include, as applicable, CLIENT-provided data feeds (e.g., medical and pharmacy claims, lab data, etc.), self-reported User data (e.g., RealAge Test, Green Day Trackers, etc.), and data from certain Sharecare-provided services (e.g., biometric screenings). Information presented in the Health Profile may include:

- RealAge score
- Biometrics data
- Medical conditions
- Medications
- Medical procedures
- Demographics
- Immunizations
- Lab tests.

C. **Health Content.** The Sharecare Digital Platform delivers information from vetted health experts in a way that is practical, approachable, and personally relevant to each User. Sharecare shall provide access to its medically reviewed content library containing searchable items, including videos, articles, topics, and assessments. Sharecare's Advisory Board of clinical experts meets weekly to review content before it is published, and all published pieces are reviewed at minimum every two years and updated or corrected if necessary. Sharecare is accredited by the National Committee for Quality Assurance (NCQA) with respect to all content available to Users. This content library, in tandem with personalized insights, creates a unique and tailored experience for Users based on their comprehensive Health Profiles and helps them find answers, advice and resources that are right for them. Ongoing access to new and refreshed content will be made available to Users as developed and applicable. Users will have the ability to subscribe to content channels based on RealAge Test recommendations and/or personal preferences; the RealAge Test Risk Programs are content series personalized based on RealAge Test answers.

D. **Green Day Trackers.** The Sharecare Digital Platform includes built-in frictionless and self-reported trackers to monitor various key health indicators, including stress, activity (i.e. steps), sleep, relationships, weight, blood pressure, blood glucose, cholesterol, smoking, drinking, diet, fitness, and medications ("Green Day Trackers"). Completion of these trackers within targeted ranges contribute to the earning of Sharecare's proprietary Green Days, which relate to improvements in Users' RealAge. Green Day Trackers are integrated with Apple Health, Google Fit, Samsung, and FitBit applications, allowing many devices and apps to link to Sharecare. Future integrations offered by Sharecare using new tracking devices and/or technologies will be made available as developed. Third-party tracking features are subject to the limitations of the third-party product offering, and such third parties are not affiliated with this Order.

E. **Find-a-Doctor.** The Find-a-Doctor tool allows Users to search, filter and contact providers nationwide for their specific healthcare needs. Users can search on specialty, location and physician name and filter based on gender, years of experience, hospital affiliation and insurance. Standard physician profiles are maintained and curated by Sharecare's Provider Data Team. Upon CLIENT's request, Sharecare can suppress the Find-a-Doctor tool.

F. **AskMD Symptom Checker.** AskMD provides an evidence-based symptom checker tool that prepares the User for a provider visit.

G. **Discover Experience and Community Well-Being Index.** The Discover Experience, which includes the Community Well-Being Index ("CWBI"), provides a highly personalized experience for Users to explore a connection between their health and their community health and discover healthy places nearby to take a healthy action (e.g. parks, healthcare, healthy restaurants). If enabled by CLIENT, Users may take a "Health Selfie" to enable estimates of measures such as height, weight, and BMI. The "Your Health" module within the Discover Experience is based on RealAge Test answers and allows Users to compare health metrics with selected cohorts from the User's community and other locations. The CWBI is an interactive map that uniquely measures well-being across people and places based on 10 individual and social health factors; the "Your Community" module of the Discover Experience provides results of the CWBI that are applicable to the User's community.

H. **Benefits Card Wallet.** Users can store up to four cards such as a digital rewards card and/or health, dental, and vision insurance cards.

I. **Financial Wellness Assessment.** Sharecare's proprietary questionnaire assessing financial health.

J. **Marketing and Communications.**

   i. **Communication Plan.** Sharecare will provide a best-practices communication plan and access to a digital library of materials for CLIENT self-service configuration.

   ii. **Feature Messaging.** Automated, user-specific messaging promoting enrollment, participation, and re-engagement with platform features such as the RealAge Test, challenges (if applicable), rewards (if applicable), and more. Feature messaging is an integrated element of the Platform that is not customizable by CLIENT, except for limited CLIENT-branded feature messaging related to Challenges as described in the "Challenges" section. Feature messaging may be deployed through in-app messaging, push notifications, and/or SMS messaging. If client opts out of SMS messaging for the Platform configuration, then feature messaging will not be deployed via SMS messaging. This opt-out must be wholesale and cannot be made on a campaign-by-campaign basis.

K. **Registration and Authentication.** Sharecare will create a co-branded web landing page with a call to action for the Eligible Members to create a Sharecare account. Registration will minimally include data elements such as name, date of birth, zip code, email, gender, password and a CLIENT-specified identifier that is hard to guess and will typically only be known to the User, such as the last four digits of a SSN or a Member Unique Identifier, as well as opt-ins for the Sharecare platform Terms of Use, Privacy Policy, and HIPAA and GINA authorizations as approved by CLIENT, if applicable. Eligible Members will be able to register for the Sharecare Digital Platform through either a co-branded landing page or through a co-branded mobile-responsive web landing page on their smartphone and successfully authenticate.

L. **Browser Availability.** The Sharecare Digital Platform is optimized for the following browsers as of the Effective Date: Chrome, Mozilla Firefox, Microsoft Edge, and Safari. Additionally, Sharecare provides native applications for iOS and Android as well as a comparable mobile responsive web experience accessible from all major smartphone browsers (as of the Effective Date, Chrome, Mozilla Firefox and Safari). Sharecare continues to evaluate full browser optimization expansion to other platforms.

M. **Language Support.** The default language of the Sharecare Digital Platform is US English. The Platform is also translated into several additional languages ("Foreign Language(s)"), which may be selected by CLIENT during the implementation process, and by Users from among the CLIENT-selected language options during registration or at any time via User Settings. Any Foreign Language support beyond the provisions specified in this section are considered custom, subject to Sharecare approval, and may entail additional fees (see Fee Table 1 and/or Rate Card as applicable).

   i. **Foreign Languages Supported.** Sharecare currently supports the following Foreign Languages: English (UK), Spanish (US, Latin American, European), Chinese (Mandarin), Dutch, French

(European and Canadian), German, Hindi, Italian, Japanese, Korean, Malay, Portuguese (Brazilian) and Russian. Additional languages may become available over time at Sharecare's discretion.

ii. **Features Supported in Foreign Languages.** Many Platform features are supported for domestic and international Users both in US English and Foreign Languages, including but not limited to registration/onboarding, the RealAge Test, RealAge Program, Feature Messaging, and Green Day Trackers (except medication trackers), and communications and challenges from Sharecare's "best of" libraries. Some features, including but not limited to the Health Profile, custom marketing campaigns and challenges, and some Health Content, are limited or not available in Foreign Languages, or are available in Foreign Languages for additional fees (see Rate Cards as applicable).

5. **Premium and Variable Services.** To the extent included in Fee Table 1, the Sharecare Digital Platform provided to CLIENT will include the features described below:

A. **Challenges.** Sharecare will configure the number of challenges specified in Fee Table 1. The Parties will mutually agree on the configuration for such challenges, which cannot be edited once the enrollment period for a given challenge has begun. Configuration aspects include:

- The CLIENT's and applicable Client Groups' logo-branding on the timeline cards announcing the challenges and on feature messaging regarding the challenges.
- Cohort segmentation (e.g. office locations, spouses v. employee, union v. management). The targeted cohort will be determined by data from the Eligibility File.
- Details such as type of challenge (e.g., individual, team, etc.), start and end date of challenge, target group for challenge.
- Tracking activity such as steps, sleep, weight, stress or relationship. Additional (self-reported) tracking options may include smoking, alcohol consumption, blood glucose/A1c. As part of the "Challenge Series" feature, a single challenge may contain multiple activities.
- Whether participation is incentivized according to the guidelines and compliance of the incentive plan.

All other configurations will be selected from Sharecare's "Best Of" challenges library. An associated messaging campaign (see "Feature Messaging") is included to promote each challenge. Challenge leaderboards and social features (e.g. nudges, reactions) may be configured on or off by CLIENT.

B. **Incentive Administration.** The Sharecare Digital Platform can track and reward each User based on completion of select Platform and/or external activities, which may be configured to allow for a lookback period prior to a specified date as necessary. Some activities are dependent upon the availability of certain data (e.g., biometrics, claims, external, etc.), and upon any configuration parameters defined in the fee tables. Potential activities may include, but are not limited to, completion of:

- the RealAge Test
- a biometric screening, if using Sharecare's biometrics vendor
- a preventive screening
- a challenge
- a self-attestation activity from the Sharecare library
- an external activity such as coaching call, onsite service, or education webinar.

During CLIENT's initial implementation as more fully set forth in the Implementation Plan, the parties will mutually agree on objectives and key results ("OKRs" or "Objectives and Key Results") and solution design requirements ("SDRs" or "Solution Design Requirements"), as well as the data files needed and the ingest

process to track status. Configurations are determined based on the OKR process and development of a Solution Design Requirement document between the Parties, revisited annually.

Sharecare's incentive administration includes, as applicable, CLIENT incentives consultation and standard incentive program setup; management of the defined program rules, dates, and criteria to earn incentives in consultation with and deference to CLIENT; tracking of activities and performance for each member; display of program details and member incentive points/status on the platform; connectivity with reward redemption options and information; and access to incentive data. Incentive program configurations and reward options may be limited and subject to fees as set forth in Fee Table 1 and/or the Rate Cards.

C. **Rewards.** Sharecare offers several rewards and fulfillment options to meet your program needs.

i. **Client-Administered Rewards.** Sharecare supports CLIENT-administered rewards such as premium reductions, HSA contributions, and Paid Time Off (PTO) by providing CLIENT or its third-party vendor(s) with incentive files delivered via secure FTP in Sharecare's standard format. This approach may also be applied to support reward fulfillment through CLIENT's third-party vendor as applicable.

ii. **Sharecare-Fulfilled Rewards.** In coordination with its reward fulfillment vendor, Sharecare offers several reward options that may be fulfilled automatically upon User achievement of defined incentive requirements. Available options such as prepaid digital Visa reward cards (note Visa is not affiliated with Sharecare) are specified in the Rate Cards and subject to certain restrictions, such as availability in standard denominations of $10, $25, $50, and $100.

a. **Incentive/Rewards Funding** (applicable if CLIENT elects to use Sharecare's rewards fulfillment vendor; prefunding for alternate vendors is subject to the mutual agreement of the Parties).

a. CLIENT shall pay Sharecare for its incentives in advance of reward redemptions by setting up a pre-funding account with and sending funds directly to Sharecare's third-party subcontractor, who shall only deliver incentives services according to the terms of its agreement with Sharecare. Reward funds will be drawn from the pre-funding account as User rewards are redeemed. Reward funding invoices will be issued monthly based on their Users' redemptions from the previous month, and CLIENT's payment of these invoices shall be used to replenish the pre-funding account. When the pre-funding account balance is empty, rewards will be held until it is replenished by CLIENT. Payment to the pre-funding account shall be made via direct deposit (ACH), wire, or check.

b. For each incentive program or collection thereof as applicable, Sharecare will recommend an "Initial Funding Deposit" amount to cover the first month's estimated redemptions based on analysis of program activities, enrollment, start/end/activity dates, and rewards configuration. The Initial Funding Deposit must be provided by the mutually agreed funding deadline for Sharecare to launch the rewards component of the incentive program.

c. Sharecare will monitor redemption amounts and trends in order to help CLIENT manage any issues that may arise. Actual redemption trends and changes to the program structure may necessitate funding changes to avoid redemption delays.

b. **Rewards-related Fees.** All rewards-related fees such as redemption fees for fulfillment of reward cards or applicable setup fees are as set forth in the Rate Cards.

c. **Rewards Marketplace.** The Rewards Marketplace ("Marketplace") is a website administered by Sharecare's third-party subcontractor in which Users may select from available reward options in accordance with standard configurations selected by CLIENT. Multiple client incentive programs may be associated with the same Marketplace, which may be in effect over multiple years. Any changes to the configuration will constitute a

new setup subject to fees as detailed in the Rate Cards. See the Rate Cards for availability and applicable fees.

D. **Benefits Hub.** Sharecare will provide CLIENT Users access to a configurable benefits hub. The benefits hub provides a permanent home within the Digital Platform for applicable Sharecare and CLIENT third-party vendor programs (including but not limited to Point Solutions) for convenient User connectivity to available benefits. Sharecare will provide the number of external links set forth in Fee Table 1.

E. **Client Marketing Campaigns.** The Sharecare Digital Platform will include CLIENT-specific messaging campaigns in addition to standard automated messaging. Such campaigns will trigger communication cards to Users' timelines based on rules established and confirmed with the CLIENT for specified cohorts; select rules are automated and not configurable by CLIENT. As applicable, these cohorts can be identified based on medical claims, prescription claims and biometrics data for some health conditions like diabetes and asthma, risk profiles for certain conditions like high blood pressure and cholesterol, and certain diagnosis and procedure codes such as preventive visits and mammograms. If purchased by CLIENT, cohorts can also be defined based on data in eligibility files such as age, gender, zip and city, or on CLIENT-provided attribute files to promote preventive care, risk management, site-of-service and care gaps. The Sharecare Digital Platform supports multiple modalities to communicate to members including in-app messaging, push notifications and emails.

Sharecare shall deliver a defined number of messaging campaigns annually as set forth in Fee Table 1, after mutual discussion and approval by CLIENT. Campaigns shall include an average of four (4) event cards. Campaign cadences include weekly (four cards per campaign, one per week), bi-weekly (four cards per campaign, one card every other week), or monthly (four cards per campaign, one card per month). Feature Messaging as defined above does not count toward CLIENT's campaign limit.

F. **Tailored Communication Plan; Sweepstakes Administration**. Sharecare will provide CLIENT with a marketing specialist who will meet with CLIENT initially to understand its unique circumstances, needs, and challenges, and will develop a plan designed to meet those specific communication goals. Apart from such marketing and communications consulting, Sharecare offers sweepstakes/promotion administration services, including presenting a first draft of promotion rules for CLIENT's review, receiving alternate (e.g. mail-in) entries, drawing winners, and providing winner acceptance documentation. Sweepstakes/promotion administration fees are billed separately, per the Rate Cards. CLIENT will be listed as the sponsor of sweepstakes / promotions administered on its behalf by Sharecare.

G. **Single Sign-On.** Sharecare will provide inbound web-based single sign on (SSO) capabilities from a CLIENT website for registration and login only. Deep-linking is supported, i.e. straight to certain parts of the Digital Platform such as the health profile, challenges, rewards programs and AskMD. Inbound SSOs must provide identifiers that can be validated against a CLIENT-provided eligibility file. Additionally, the Sharecare Digital Platform supports outbound web-based SSO capabilities to a CLIENT or third-party partner website. Deep-linking can be configured if the CLIENT or third party partner supports the capability. Outbound SSOs can only provide identifiers that can be obtained from a CLIENT-provided eligibility file. The CLIENT or third-party partner website must be mobile-responsive.

H. **International Features**. While the Sharecare Digital Platform is widely available outside the U.S., Sharecare will work with CLIENT to more specifically identify and address CLIENT's specific international needs. Most standard features are available to international Users; however, certain exceptions apply, including but not limited to the Your Community module, Find-a-Doctor, AskMD, and the Health Profile.

I. **Care Console.** Sharecare offers a self-service administrative console with the following modules, some or all of which may be available to CLIENT per the number of licenses set forth in Fee Table 1.

i. **Member Management Module.** Sharecare will provide CLIENT with access to the Sharecare Member Management module to enable CLIENT customer support representatives and coaches to view User-level utilization data, including but not limiting to participation information regarding challenges, rewards/incentives, RealAge Test and more, as applicable. The extent of CLIENT's self-service functions via the Member Management platform will be subject to CLIENT's preferences and will be mutually agreed upon between the Parties. Sharecare will provide to CLIENT the number of licenses for the Member Management module set forth in Fee Table 1. CLIENT personnel shall act at all times in compliance with applicable law in operating the Member Management tool and all self-service tools in this section; Sharecare will not be responsible for acts or omissions of CLIENT in connection with the self-service tools to the extent they are outside of Sharecare's control.

ii. **Communications Module.** Sharecare will provide CLIENT with access to the Sharecare Communications Module that will allow CLIENT to create, publish and deliver CLIENT-hosted content, messages, notifications, calls-to-action and promotional marketing campaigns to targeted cohorts of Users / Eligible Members defined by certain criteria in eligibility files as well as certain characteristics, e.g. some medical conditions or certain data in medical and prescription claims or defined in CLIENT-provided member attribute files. CLIENT will define cadence and frequency of messaging, based on CLIENT objectives and standard messaging already within the platform, and taking best practices and other guidance provided by Sharecare account and implementation teams. Sharecare will provide to CLIENT the number of licenses for Communications Module set forth in Fee Table 1.

iii. **Challenges Management Module.** Sharecare will provide CLIENT with access to the Sharecare Challenges Management module allowing the CLIENT to issue challenges to Users. The Parties will mutually agree on a resource plan to support configuration of challenges. The tool allows the CLIENT to administer:

- The CLIENT's and applicable Client Groups' logo-branding on the timeline cards announcing the challenges.
- Challenges configured by group segment (e.g., employer or targeted segment). The targeted group will be determined through eligibility of the User with a group ID.
- Challenge details such as type of challenge, name of challenge, description of challenge, duration of challenge, target group for challenge, leaderboard, and social features.
- Tracking activity such as steps, sleep, weight, stress or relationship. Additional (self-reported) tracking options may include smoking, alcohol consumption, blood glucose/A1c.

Sharecare shall provide to CLIENT the number of licenses for the Challenges Management module set forth in Fee Table 1. Challenges cannot be edited once the enrollment period for that challenge has begun. Challenges cannot be added to an incentive plan program once its participation period has been started but can be independently run. Challenges as an incentive activity may not be available for all clients.

iv. **Rewards & Fulfillment Module.** The Sharecare Rewards & Fulfillment module will allow CLIENT to configure its own rewards/incentive program and expand the incentive offering to the CLIENT's Users, Client Groups and market segments. The Rewards & Fulfillment tool allows CLIENT to view incentive activity information (activity type, start/end date, etc.) and act on pre-defined User groups and pre-configured activities and packages. Sharecare works with a third-party provider for administering redemptions and fulfillment. Should CLIENT elect to use a different third-party vendor for fulfillment, Sharecare's Rewards & Fulfillment tool will still allow CLIENT to configure and manage incentives; Sharecare's incentive reporting will be leveraged to give CLIENT and its vendor a comparable degree of self-service as is offered through the Incentive Plan Manager tool. Sharecare will provide

completion data for incentive events to CLIENT for fulfillment with CLIENT's vendor. Sharecare will provide to CLIENT the number of licenses for the Incentive Plan Manager tool set forth in Fee Table 1.

v. **Reporting & Insights Module**. Sharecare shall provide CLIENT with cloud-based direct access reporting dashboard screens that may be exported into PDF format and .csv format, and filtered by attributes for report customization. CLIENT shall have access to dashboards that provide actionable reporting analytics that include aggregate and segmented engagement trends and outcomes relevant to the User population. Dashboards can be segmented by health condition, geography, demographics, and other segmentations specific to CLIENT. The standard reports available to CLIENT include core indicators tied to progress towards overarching outcomes like RealAge Test completions, RealAge delta (RealAge versus actual age), Sharecare Digital Platform usage, and Green Day Tracker progress (activity, steps, stress, and relationships). Sharecare shall provide CLIENT with a variety of reporting subject areas via the Reporting & Insights Module, and contents will be dependent on the CLIENT offering across standard services and point solutions. Examples of such subject areas include:

- Member Onboarding
- Rewards & Fulfillment
- Challenges
- Digital Engagement
- Health Insights
- Programs
- Coaching
- Outcomes.

6. **Data Management**. The Sharecare Digital Platform will include the following data management components, which are standard unless otherwise noted.

A. **Data Governance and User Status Transition**. Sharecare shall provide the Licensed Product and Services to CLIENT as its business associate with respect to its Eligible Members' use and participation in the services, and all data operations regarding Protected Health Information shall be in accordance with HIPAA, unless CLIENT is not a Covered Entity as defined by HIPAA. The Parties acknowledge that the efficacy of the Licensed Products and Services relies on a direct-to-consumer approach by which the individual may manage his or her health on the Sharecare Digital Platform, whether as an Eligible Member associated with CLIENT or not. As such, Sharecare shall provide the following services as an Eligible Member transitions to and from a non-CLIENT-associated user (hereinafter a "Consumer User") to a User and vice versa:

i. **Initial Notification of Eligible Members**. Sharecare will provide CLIENT support for notification to each Eligible Member that he or she is eligible to receive the CLIENT-specific Sharecare Digital Platform services, and a link to the CLIENT enrollment page. If any such Eligible Member has been Consumer User prior to joining the CLIENT enterprise program, information entered as a Consumer User will be transferred to his/her User account so long as the individual consents to such transfer via the HIPAA Authorization.

ii. **Onboarding of Users**. Upon arrival at the CLIENT enrollment page, Sharecare will provide the Eligible Member with the option to create a new account or link to an existing account and prompt the Eligible Member to include his or her CLIENT registration information. In the event Sharecare is able to link such registration information provided by the Eligible Member to the CLIENT eligibility file, then Sharecare will present such Eligible Member with (i) Terms of Use, (ii) Privacy Policy and (iii) a HIPAA Authorization to obtain such User's consent and approval. Such items (i)-(iii) shall be shared by Sharecare with CLIENT prior to launch of the Sharecare Digital Platform with respect to CLIENT Eligible Members. Upon Sharecare's confirmation that the Eligible Member is within the eligibility file and obtaining approval to mandatory items (i)

and (ii) noted above, Sharecare will provide such individual with access to the Licensed Product and Services.

iii. **Notification Upon User Termination.** In the event a User ceases to be eligible to access the Licensed Products and Services as provided on behalf of CLIENT, Sharecare may invite such individual to transition to become a Consumer User (i.e., with access to those features generally made available to members of the public).

iv. **Off-Boarding of Users.** Within a reasonable time period both before and after such individual ceases to be an Eligible Member, Sharecare may notify the individual that he or she may continue to access certain Sharecare services and resupply to such individual, to the extent required, Sharecare's Terms of Use, Privacy Policy, and HIPAA Authorization to obtain such individual's consent to Sharecare's continued collection and retention of the individual's Protected Health Information.

B. **Data Ingest.** Sharecare will support inbound data transmissions from CLIENT via Secure FTP in order to update Users' Health Profiles and drive healthy behaviors or enable other Licensed Products and Services. As part of the implementation process, the exact file formats and file types will be mutually agreed upon between Sharecare and CLIENT to ensure compliance with Sharecare data model specifications, as applicable.

C. **Data Ingest Limitations and Response File.** CLIENT may transmit data no more than once daily. Initial data feed setup requires receipt of a production-ready file up to 90 days ahead of the Program Start Date as agreed upon by the parties ("Program Start Date"), beginning after specifications and a production-ready file are approved by Sharecare and CLIENT. Final production data to support the launch (i.e. the full eligibility file for Users who will be on-boarded as of the Program Start Date) must be provided 30 days prior to such Program Start Date. Subsequently, and for Client Groups added to the eligibility file after the Program Start Date, Sharecare will complete the processing of such information, provided that the data structure of the file has not been changed, within 48 hours of receipt of such updated file.

Sharecare will make available output from the ingest process through a response file process. This will be made available for eligibility and external event file types only. Sharecare will acknowledge file receipt and notification of any errors, exceptions, and rejections, and logging of file processing the same day that the file was received. Sharecare will provide a secure file exchange via SFTP for data exchange with CLIENT.

7. **Reporting and Analytics.** In addition to the **Reporting & Insights Care Console** module identified above, Sharecare will provide the following reporting and analytics.

i. **Quarterly Business Review**

a. The Quarterly Business Review (QBR) (minimum 50 RealAge Test completers) provides CLIENT with statistics and insights about how the User population is onboarding onto the Sharecare Digital Platform, engaging with specific platform features, participating in targeted intervention programs, and demonstrating behavior change to impact key health risks and conditions identified in the population. The QBR is provided on a quarterly basis in presentation format.

ii. **User-Level Data Extracts**

a. **Overview:** In addition to the aggregate reporting described above, Sharecare provides User-level data extracts. Sharecare shall provide standard measures that can be extracted on a regular cadence to support User-level datasets for incentives fulfillment, reporting, segmentation and stratification, and

integration into care coordination ecosystems. Fees for data extracts may apply if set forth in Fee Table 1 or Rate Card or change order.

b. **Extract Components:** Sharecare standard extract is delivered monthly and includes data elements across User states, User behaviors, and User attributes. Sharecare will provide a data dictionary of extracts to CLIENT and provide updates as extract definitions change. Components may include the following, as applicable, but are subject to change:

- RealAge: includes whether an individual has started, completed, and updated the RealAge test as well as responses to questions and derived scores such as User RealAge and well-being index scores (as applicable).
- Membership: Information about an individual participant that enables grouping of services and reports.
- Incentives: User-based activity and achievement incentive plan with a configurable Marketplace for rewards based on levels of achievement.
- Coaching (if applicable): Multi-channel, hyper-relevant, and personalized content based on platform and coach interactions. Coach/nurse driven content pushed to User for intercession support, education, reminders, tracking, and encouragement.
- Health Profile: User-based health information: biometrics and lab results.

iii. Sharecare Rewards Reporting

A. **Rewards Fulfillment Reports (as applicable)**, available through Sharecare's vendor, are as follows. All except the employer-administered, invoice, and tax reports are available via the self-service admin tool; others are provided by FTP weekly or monthly.

- *Point Balance:* Overall points balance and points earned per User by program
- *Enrollment:* Number of Users enrolled, by date, by program
- *Transaction:* Details of all transactions of spent points by program
- *Employer-Administered:* Enables employers to fulfill reward
- *Invoice Report:* Supports invoicing
- *Tax Report:* Enables employers to manage taxes associated with rewards
- *Redemption*: All redemptions per User per program
- *Participant Summary*: Shows how many people are participating in program
- *Sweepstakes*: A list of entries and winners
- *Adjustment Credit Report*

8. **Sharecare Professional Services.** The Licensed Products and Services shall also include the following:

   A. **Implementation**. Sharecare will perform the implementation services and the Parties will comply with their respective obligations as set forth in the implementation plan to be mutually agreed upon in writing by the Parties ("Implementation Plan").

   B. **Customer Support Services.**

      i. **Digital Platform Uptime**. The Sharecare Digital Platform has a targeted uptime of 99 percent, excluding maintenance time. Sharecare measures digital platform uptime through a third-party monitoring service that pings key servers every 60 seconds over the course of the measurement period. Every minute of uptime divided by the total number of minutes measured equals the uptime percentage. The composite uptime percentage for the digital platform is based on the average performance for each server associated with the key areas of log-in authentication, the homepage, Green Days trackers, incentives, and challenges. Planned maintenance windows are excluded from monitoring. Performance is measured independently for each program year quarter. Downtime due to issues beyond our control are excluded, e.g., AWS or power outages, DDoS attacks, etc.

      ii. **Average Speed to Answer.** With respect to the customer service call center for the Sharecare Digital Platform (not including Point Solutions, which may have independent customer support services), Sharecare has a targeted average speed of answering inbound calls of 30 seconds. Based on CLIENT-specific customer service call data, the total duration of call response times divided by the total number of answered calls results in the average speed to answer. Response time is measured from entry of the call queue to the time the call is answered. Performance is measured independently for each program year month. In collaboration with the CLIENT, Sharecare will periodically forecast CLIENT call volumes based on available historical data and other information in order to plan staffing and maintain service levels—especially during incentive deadline periods. In addition, CLIENT will collaborate with Sharecare on the timing of emails and mailers to enable the customer service team to manage incoming call volumes.

      iii. **Call Abandonment Rate**. With respect to the customer service call center for the Sharecare Digital Platform (not including Point Solutions, which may have independent customer support services), Sharecare has a targeted call abandonment rate of less than five (5) percent of inbound calls. Based on CLIENT-specific customer service call data, the number of abandoned calls divided by the total number of calls received into the queue results in the call abandonment rate. Abandoned calls are defined as inbound calls in the queue for 30 seconds or longer that disconnect before they can be answered. Performance is measured independently for each program year quarter and is contingent on a minimum of 125 calls during the quarter. In collaboration with CLIENT, Sharecare will periodically forecast CLIENT call volumes based on available historical data and other information in order to plan staffing and maintain service levels—especially during incentive deadline periods. Any one- or seven-day periods with call volumes exceeding 20 percent of forecast will be excluded from the calculation.

      iv. Additional customer support provisions may be set forth in Fee Table 1.

9. **Pricing and Fees.** The fees shall be as set forth **in Fee Table 1** or, to the extent such services are purchased separately by CLIENT, in the Rate Cards or a Point Solutions Addendum.

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Appendix A

SCOPE OF SERVICES

1. **Order Term.** The initial term of this Order shall commence on the "Order Effective Date" set forth on the cover page and continue for the "Term" set forth on the cover page, unless earlier terminated in accordance with the Agreement. This Order shall automatically renew for successive periods of one (1)-year unless either party elects not to renew the Order at least ninety (90) days prior to the then-applicable expiration date.

2. **License Grant.** Subject to the terms and conditions of this Order and the Agreement, Sharecare hereby grants to CLIENT, and CLIENT accepts from Sharecare a worldwide, revocable, non-exclusive, non-transferable license during the Term to use the "Licensed Products and Services" as described herein. Sharecare shall own all right, title and interest in the Licensed Products and Services except for this grant of license.

3. **General Description.** The Sharecare Digital Platform ("Sharecare Digital Platform" or "Platform") provides mobile- and web-based information, tools, and programs designed to: support and improve the health and wellbeing of Users as defined below; report insights and analytics; promote engagement; enhance access to available benefits, resources, and programs; and provide all of one's health information in one place. CLIENT co-branding is broadly available within the Platform per Sharecare's co-branding design specifications.

   "Users" are defined as Eligible Members who are registered with the CLIENT-sponsored platform. "Eligible Members" are individuals associated with CLIENT through an employment and/or customer relationship who are deemed eligible for a specific service as defined by mutually agreed criteria and applicable eligibility data provided by CLIENT. For reference:

   A. In an employer client context, Eligible Members typically consist of employees ("Employees") and benefit-enrolled spouses, domestic partners and adult dependents.
   B. In a health plan client context, Eligible Members typically consist of subscribers, spouses, domestic partners, and all dependents associated with CLIENT's employer group plans ("Client Groups"), individual plans, and other specified lines of business. Though minor dependents generally will not engage in services, they are usually considered Eligible Members for applicable billing purposes.
   C. In a health system client context, Eligible Members typically consist of patients ("Patients").

   While this Scope of Services outlines Sharecare's general suite of products of services, Licensed Products and Services purchased by CLIENT will be more specifically set forth in Fee Table 1. "Point Solutions" are optional services that may be selected by CLIENT on a case-by-case basis; unless otherwise specified herein, Point Solutions require additional terms and fees to be agreed upon by the Parties via a Point Solutions Addendum. Pricing for Point Solutions and other optional items, if purchased by Point Solutions Addendum or other writing (email sufficing), may be set forth in the Point Solutions Addendum or the additional fee tables (the "Rate Cards") attached hereto.

4. **Standard Sharecare Digital Platform Features.** All versions of the Sharecare Digital Platform include the features described below (with some variation, if noted).

   A. **RealAge Test and RealAge Program.** The RealAge Test is a core element of the Sharecare Digital Platform and a central part of User onboarding and registration flow. The RealAge Test provides the User's RealAge, a single metric for health and information on behavior modification. The RealAge Test will be delivered to Users digitally through the Sharecare Digital Platform.

   The RealAge Program is Sharecare's digital, self-managed, self-service healthy behavior program targeting the four highest lifestyle risks — stress, sleep, nutrition, and activity — that integrates with all native features of the Sharecare platform, drives sustained engagement with all Users across the spectrum of health and lifestyle risk, and promotes behavior change that can positively impact mortality as measured by RealAge. Upon completion of the RealAge Test, the RealAge Program is promoted to the User with

recommended areas of focus. Users set goals, are delivered personalized programming and tips to make healthy changes to their lifestyle, and are encouraged to track their progress.

B. **Health Profile.** The "Health Profile" is a personalized and secure place for Users to view their historical and current health information in multiple categories. All data and derived insights presented in the Health Profile are dependent upon the data mapped/provisioned into the Sharecare Digital Platform via standard data ingestion processes and sources which may include, as applicable, CLIENT-provided data feeds (e.g., medical and pharmacy claims, lab data, etc.), self-reported User data (e.g., RealAge Test, Green Day Trackers, etc.), and data from certain Sharecare-provided services (e.g., biometric screenings). Information presented in the Health Profile may include:

- RealAge score
- Biometrics data
- Medical conditions
- Medications
- Medical procedures
- Demographics
- Immunizations
- Lab tests.

C. **Health Content.** The Sharecare Digital Platform delivers information from vetted health experts in a way that is practical, approachable, and personally relevant to each User. Sharecare shall provide access to its medically reviewed content library containing searchable items, including videos, articles, topics, and assessments. Sharecare's Advisory Board of clinical experts meets weekly to review content before it is published, and all published pieces are reviewed at minimum every two years and updated or corrected if necessary. Sharecare is accredited by the National Committee for Quality Assurance (NCQA) with respect to all content available to Users. This content library, in tandem with personalized insights, creates a unique and tailored experience for Users based on their comprehensive Health Profiles and helps them find answers, advice and resources that are right for them. Ongoing access to new and refreshed content will be made available to Users as developed and applicable. Users will have the ability to subscribe to content channels based on RealAge Test recommendations and/or personal preferences; the RealAge Test Risk Programs are content series personalized based on RealAge Test answers.

D. **Green Day Trackers.** The Sharecare Digital Platform includes built-in frictionless and self-reported trackers to monitor various key health indicators, including stress, activity (i.e. steps), sleep, relationships, weight, blood pressure, blood glucose, cholesterol, smoking, drinking, diet, fitness, and medications ("Green Day Trackers"). Completion of these trackers within targeted ranges contribute to the earning of Sharecare's proprietary Green Days, which relate to improvements in Users' RealAge. Green Day Trackers are integrated with Apple Health, Google Fit, Samsung, and FitBit applications, allowing many devices and apps to link to Sharecare. Future integrations offered by Sharecare using new tracking devices and/or technologies will be made available as developed. Third-party tracking features are subject to the limitations of the third-party product offering, and such third parties are not affiliated with this Order.

E. **Find-a-Doctor.** The Find-a-Doctor tool allows Users to search, filter and contact providers nationwide for their specific healthcare needs. Users can search on specialty, location and physician name and filter based on gender, years of experience, hospital affiliation and insurance. Standard physician profiles are maintained and curated by Sharecare's Provider Data Team. Upon CLIENT's request, Sharecare can suppress the Find-a-Doctor tool.

F. **AskMD Symptom Checker.** AskMD provides an evidence-based symptom checker tool that prepares the User for a provider visit.

G. **Discover Experience and Community Well-Being Index.** The Discover Experience, which includes the Community Well-Being Index ("CWBI"), provides a highly personalized experience for Users to explore a connection between their health and their community health and discover healthy places nearby to take a healthy action (e.g. parks, healthcare, healthy restaurants). If enabled by CLIENT, Users may take a "Health Selfie" to enable estimates of measures such as height, weight, and BMI. The "Your Health" module within the Discover Experience is based on RealAge Test answers and allows Users to compare health metrics with selected cohorts from the User's community and other locations. The CWBI is an interactive map that uniquely measures well-being across people and places based on 10 individual and social health factors; the "Your Community" module of the Discover Experience provides results of the CWBI that are applicable to the User's community.

H. **Benefits Card Wallet.** Users can store up to four cards such as a digital rewards card and/or health, dental, and vision insurance cards.

I. **Financial Wellness Assessment.** Sharecare's proprietary questionnaire assessing financial health.

J. **Marketing and Communications.**

   i. **Communication Plan.** Sharecare will provide a best-practices communication plan and access to a digital library of materials for CLIENT self-service configuration.

   ii. **Feature Messaging.** Automated, user-specific messaging promoting enrollment, participation, and re-engagement with platform features such as the RealAge Test, challenges (if applicable), rewards (if applicable), and more. Feature messaging is an integrated element of the Platform that is not customizable by CLIENT, except for limited CLIENT-branded feature messaging related to Challenges as described in the "Challenges" section. Feature messaging may be deployed through in-app messaging, push notifications, and/or SMS messaging. If client opts out of SMS messaging for the Platform configuration, then feature messaging will not be deployed via SMS messaging. This opt-out must be wholesale and cannot be made on a campaign-by-campaign basis.

K. **Registration and Authentication.** Sharecare will create a co-branded web landing page with a call to action for the Eligible Members to create a Sharecare account. Registration will minimally include data elements such as name, date of birth, zip code, email, gender, password and a CLIENT-specified identifier that is hard to guess and will typically only be known to the User, such as the last four digits of a SSN or a Member Unique Identifier, as well as opt-ins for the Sharecare platform Terms of Use, Privacy Policy, and HIPAA and GINA authorizations as approved by CLIENT, if applicable. Eligible Members will be able to register for the Sharecare Digital Platform through either a co-branded landing page or through a co-branded mobile-responsive web landing page on their smartphone and successfully authenticate.

L. **Browser Availability.** The Sharecare Digital Platform is optimized for the following browsers as of the Effective Date: Chrome, Mozilla Firefox, Microsoft Edge, and Safari. Additionally, Sharecare provides native applications for iOS and Android as well as a comparable mobile responsive web experience accessible from all major smartphone browsers (as of the Effective Date, Chrome, Mozilla Firefox and Safari). Sharecare continues to evaluate full browser optimization expansion to other platforms.

M. **Language Support.** The default language of the Sharecare Digital Platform is US English. The Platform is also translated into several additional languages ("Foreign Language(s)"), which may be selected by CLIENT during the implementation process, and by Users from among the CLIENT-selected language options during registration or at any time via User Settings. Any Foreign Language support beyond the provisions specified in this section are considered custom, subject to Sharecare approval, and may entail additional fees (see Fee Table 1 and/or Rate Card as applicable).

   i. **Foreign Languages Supported.** Sharecare currently supports the following Foreign Languages: English (UK), Spanish (US, Latin American, European), Chinese (Mandarin), Dutch, French

(European and Canadian), German, Hindi, Italian, Japanese, Korean, Malay, Portuguese (Brazilian) and Russian. Additional languages may become available over time at Sharecare's discretion.

ii. **Features Supported in Foreign Languages.** Many Platform features are supported for domestic and international Users both in US English and Foreign Languages, including but not limited to registration/onboarding, the RealAge Test, RealAge Program, Feature Messaging, and Green Day Trackers (except medication trackers), and communications and challenges from Sharecare's "best of" libraries. Some features, including but not limited to the Health Profile, custom marketing campaigns and challenges, and some Health Content, are limited or not available in Foreign Languages, or are available in Foreign Languages for additional fees (see Rate Cards as applicable).

5. **Premium and Variable Services.** To the extent included in Fee Table 1, the Sharecare Digital Platform provided to CLIENT will include the features described below:

A. **Challenges.** Sharecare will configure the number of challenges specified in Fee Table 1. The Parties will mutually agree on the configuration for such challenges, which cannot be edited once the enrollment period for a given challenge has begun. Configuration aspects include:

- The CLIENT's and applicable Client Groups' logo-branding on the timeline cards announcing the challenges and on feature messaging regarding the challenges.
- Cohort segmentation (e.g. office locations, spouses v. employee, union v. management). The targeted cohort will be determined by data from the Eligibility File.
- Details such as type of challenge (e.g., individual, team, etc.), start and end date of challenge, target group for challenge.
- Tracking activity such as steps, sleep, weight, stress or relationship. Additional (self-reported) tracking options may include smoking, alcohol consumption, blood glucose/A1c. As part of the "Challenge Series" feature, a single challenge may contain multiple activities.
- Whether participation is incentivized according to the guidelines and compliance of the incentive plan.

All other configurations will be selected from Sharecare's "Best Of" challenges library. An associated messaging campaign (see "Feature Messaging") is included to promote each challenge. Challenge leaderboards and social features (e.g. nudges, reactions) may be configured on or off by CLIENT.

B. **Incentive Administration.** The Sharecare Digital Platform can track and reward each User based on completion of select Platform and/or external activities, which may be configured to allow for a lookback period prior to a specified date as necessary. Some activities are dependent upon the availability of certain data (e.g., biometrics, claims, external, etc.), and upon any configuration parameters defined in the fee tables. Potential activities may include, but are not limited to, completion of:

- the RealAge Test
- a biometric screening, if using Sharecare's biometrics vendor
- a preventive screening
- a challenge
- a self-attestation activity from the Sharecare library
- an external activity such as coaching call, onsite service, or education webinar.

During CLIENT's initial implementation as more fully set forth in the Implementation Plan, the parties will mutually agree on objectives and key results ("OKRs" or "Objectives and Key Results") and solution design requirements ("SDRs" or "Solution Design Requirements"), as well as the data files needed and the ingest

process to track status. Configurations are determined based on the OKR process and development of a Solution Design Requirement document between the Parties, revisited annually.

Sharecare's incentive administration includes, as applicable, CLIENT incentives consultation and standard incentive program setup; management of the defined program rules, dates, and criteria to earn incentives in consultation with and deference to CLIENT; tracking of activities and performance for each member; display of program details and member incentive points/status on the platform; connectivity with reward redemption options and information; and access to incentive data. Incentive program configurations and reward options may be limited and subject to fees as set forth in Fee Table 1 and/or the Rate Cards.

C. **Rewards.** Sharecare offers several rewards and fulfillment options to meet your program needs.

i. **Client-Administered Rewards.** Sharecare supports CLIENT-administered rewards such as premium reductions, HSA contributions, and Paid Time Off (PTO) by providing CLIENT or its third-party vendor(s) with incentive files delivered via secure FTP in Sharecare's standard format. This approach may also be applied to support reward fulfillment through CLIENT's third-party vendor as applicable.

ii. **Sharecare-Fulfilled Rewards.** In coordination with its reward fulfillment vendor, Sharecare offers several reward options that may be fulfilled automatically upon User achievement of defined incentive requirements. Available options such as prepaid digital Visa reward cards (note Visa is not affiliated with Sharecare) are specified in the Rate Cards and subject to certain restrictions, such as availability in standard denominations of $10, $25, $50, and $100.

a. **Incentive/Rewards Funding** (applicable if CLIENT elects to use Sharecare's rewards fulfillment vendor; prefunding for alternate vendors is subject to the mutual agreement of the Parties).

a. CLIENT shall pay Sharecare for its incentives in advance of reward redemptions by setting up a pre-funding account with and sending funds directly to Sharecare's third-party subcontractor, who shall only deliver incentives services according to the terms of its agreement with Sharecare. Reward funds will be drawn from the pre-funding account as User rewards are redeemed. Reward funding invoices will be issued monthly based on their Users' redemptions from the previous month, and CLIENT's payment of these invoices shall be used to replenish the pre-funding account. When the pre-funding account balance is empty, rewards will be held until it is replenished by CLIENT. Payment to the pre-funding account shall be made via direct deposit (ACH), wire, or check.

b. For each incentive program or collection thereof as applicable, Sharecare will recommend an "Initial Funding Deposit" amount to cover the first month's estimated redemptions based on analysis of program activities, enrollment, start/end/activity dates, and rewards configuration. The Initial Funding Deposit must be provided by the mutually agreed funding deadline for Sharecare to launch the rewards component of the incentive program.

c. Sharecare will monitor redemption amounts and trends in order to help CLIENT manage any issues that may arise. Actual redemption trends and changes to the program structure may necessitate funding changes to avoid redemption delays.

b. **Rewards-related Fees.** All rewards-related fees such as redemption fees for fulfillment of reward cards or applicable setup fees are as set forth in the Rate Cards.

c. **Rewards Marketplace.** The Rewards Marketplace ("Marketplace") is a website administered by Sharecare's third-party subcontractor in which Users may select from available reward options in accordance with standard configurations selected by CLIENT. Multiple client incentive programs may be associated with the same Marketplace, which may be in effect over multiple years. Any changes to the configuration will constitute a

new setup subject to fees as detailed in the Rate Cards. See the Rate Cards for availability and applicable fees.

D. **Benefits Hub.** Sharecare will provide CLIENT Users access to a configurable benefits hub. The benefits hub provides a permanent home within the Digital Platform for applicable Sharecare and CLIENT third-party vendor programs (including but not limited to Point Solutions) for convenient User connectivity to available benefits. Sharecare will provide the number of external links set forth in Fee Table 1.

E. **Client Marketing Campaigns.** The Sharecare Digital Platform will include CLIENT-specific messaging campaigns in addition to standard automated messaging. Such campaigns will trigger communication cards to Users' timelines based on rules established and confirmed with the CLIENT for specified cohorts; select rules are automated and not configurable by CLIENT. As applicable, these cohorts can be identified based on medical claims, prescription claims and biometrics data for some health conditions like diabetes and asthma, risk profiles for certain conditions like high blood pressure and cholesterol, and certain diagnosis and procedure codes such as preventive visits and mammograms. If purchased by CLIENT, cohorts can also be defined based on data in eligibility files such as age, gender, zip and city, or on CLIENT-provided attribute files to promote preventive care, risk management, site-of-service and care gaps. The Sharecare Digital Platform supports multiple modalities to communicate to members including in-app messaging, push notifications and emails.

Sharecare shall deliver a defined number of messaging campaigns annually as set forth in Fee Table 1, after mutual discussion and approval by CLIENT. Campaigns shall include an average of four (4) event cards. Campaign cadences include weekly (four cards per campaign, one per week), bi-weekly (four cards per campaign, one card every other week), or monthly (four cards per campaign, one card per month). Feature Messaging as defined above does not count toward CLIENT's campaign limit.

F. **Tailored Communication Plan; Sweepstakes Administration**. Sharecare will provide CLIENT with a marketing specialist who will meet with CLIENT initially to understand its unique circumstances, needs, and challenges, and will develop a plan designed to meet those specific communication goals. Apart from such marketing and communications consulting, Sharecare offers sweepstakes/promotion administration services, including presenting a first draft of promotion rules for CLIENT's review, receiving alternate (e.g. mail-in) entries, drawing winners, and providing winner acceptance documentation. Sweepstakes/promotion administration fees are billed separately, per the Rate Cards. CLIENT will be listed as the sponsor of sweepstakes / promotions administered on its behalf by Sharecare.

G. **Single Sign-On.** Sharecare will provide inbound web-based single sign on (SSO) capabilities from a CLIENT website for registration and login only. Deep-linking is supported, i.e. straight to certain parts of the Digital Platform such as the health profile, challenges, rewards programs and AskMD. Inbound SSOs must provide identifiers that can be validated against a CLIENT-provided eligibility file. Additionally, the Sharecare Digital Platform supports outbound web-based SSO capabilities to a CLIENT or third-party partner website. Deep-linking can be configured if the CLIENT or third party partner supports the capability. Outbound SSOs can only provide identifiers that can be obtained from a CLIENT-provided eligibility file. The CLIENT or third-party partner website must be mobile-responsive.

H. **International Features.** While the Sharecare Digital Platform is widely available outside the U.S., Sharecare will work with CLIENT to more specifically identify and address CLIENT's specific international needs. Most standard features are available to international Users; however, certain exceptions apply, including but not limited to the Your Community module, Find-a-Doctor, AskMD, and the Health Profile.

I. **Care Console.** Sharecare offers a self-service administrative console with the following modules, some or all of which may be available to CLIENT per the number of licenses set forth in Fee Table 1.

i. **Member Management Module.** Sharecare will provide CLIENT with access to the Sharecare Member Management module to enable CLIENT customer support representatives and coaches to view User-level utilization data, including but not limiting to participation information regarding challenges, rewards/incentives, RealAge Test and more, as applicable. The extent of CLIENT's self-service functions via the Member Management platform will be subject to CLIENT's preferences and will be mutually agreed upon between the Parties. Sharecare will provide to CLIENT the number of licenses for the Member Management module set forth in Fee Table 1. CLIENT personnel shall act at all times in compliance with applicable law in operating the Member Management tool and all self-service tools in this section; Sharecare will not be responsible for acts or omissions of CLIENT in connection with the self-service tools to the extent they are outside of Sharecare's control.

ii. **Communications Module.** Sharecare will provide CLIENT with access to the Sharecare Communications Module that will allow CLIENT to create, publish and deliver CLIENT-hosted content, messages, notifications, calls-to-action and promotional marketing campaigns to targeted cohorts of Users / Eligible Members defined by certain criteria in eligibility files as well as certain characteristics, e.g. some medical conditions or certain data in medical and prescription claims or defined in CLIENT-provided member attribute files. CLIENT will define cadence and frequency of messaging, based on CLIENT objectives and standard messaging already within the platform, and taking best practices and other guidance provided by Sharecare account and implementation teams. Sharecare will provide to CLIENT the number of licenses for Communications Module set forth in Fee Table 1.

iii. **Challenges Management Module.** Sharecare will provide CLIENT with access to the Sharecare Challenges Management module allowing the CLIENT to issue challenges to Users. The Parties will mutually agree on a resource plan to support configuration of challenges. The tool allows the CLIENT to administer:

- The CLIENT's and applicable Client Groups' logo-branding on the timeline cards announcing the challenges.
- Challenges configured by group segment (e.g., employer or targeted segment). The targeted group will be determined through eligibility of the User with a group ID.
- Challenge details such as type of challenge, name of challenge, description of challenge, duration of challenge, target group for challenge, leaderboard, and social features.
- Tracking activity such as steps, sleep, weight, stress or relationship. Additional (self-reported) tracking options may include smoking, alcohol consumption, blood glucose/A1c.

Sharecare shall provide to CLIENT the number of licenses for the Challenges Management module set forth in Fee Table 1. Challenges cannot be edited once the enrollment period for that challenge has begun. Challenges cannot be added to an incentive plan program once its participation period has been started but can be independently run. Challenges as an incentive activity may not be available for all clients.

iv. **Rewards & Fulfillment Module.** The Sharecare Rewards & Fulfillment module will allow CLIENT to configure its own rewards/incentive program and expand the incentive offering to the CLIENT's Users, Client Groups and market segments. The Rewards & Fulfillment tool allows CLIENT to view incentive activity information (activity type, start/end date, etc.) and act on pre-defined User groups and pre-configured activities and packages. Sharecare works with a third-party provider for administering redemptions and fulfillment. Should CLIENT elect to use a different third-party vendor for fulfillment, Sharecare's Rewards & Fulfillment tool will still allow CLIENT to configure and manage incentives; Sharecare's incentive reporting will be leveraged to give CLIENT and its vendor a comparable degree of self-service as is offered through the Incentive Plan Manager tool. Sharecare will provide

completion data for incentive events to CLIENT for fulfillment with CLIENT's vendor. Sharecare will provide to CLIENT the number of licenses for the Incentive Plan Manager tool set forth in Fee Table 1.

v. **Reporting & Insights Module**. Sharecare shall provide CLIENT with cloud-based direct access reporting dashboard screens that may be exported into PDF format and .csv format, and filtered by attributes for report customization. CLIENT shall have access to dashboards that provide actionable reporting analytics that include aggregate and segmented engagement trends and outcomes relevant to the User population. Dashboards can be segmented by health condition, geography, demographics, and other segmentations specific to CLIENT. The standard reports available to CLIENT include core indicators tied to progress towards overarching outcomes like RealAge Test completions, RealAge delta (RealAge versus actual age), Sharecare Digital Platform usage, and Green Day Tracker progress (activity, steps, stress, and relationships). Sharecare shall provide CLIENT with a variety of reporting subject areas via the Reporting & Insights Module, and contents will be dependent on the CLIENT offering across standard services and point solutions. Examples of such subject areas include:

- Member Onboarding
- Rewards & Fulfillment
- Challenges
- Digital Engagement
- Health Insights
- Programs
- Coaching
- Outcomes.

6. **Data Management**. The Sharecare Digital Platform will include the following data management components, which are standard unless otherwise noted.

A. **Data Governance and User Status Transition**. Sharecare shall provide the Licensed Product and Services to CLIENT as its business associate with respect to its Eligible Members' use and participation in the services, and all data operations regarding Protected Health Information shall be in accordance with HIPAA, unless CLIENT is not a Covered Entity as defined by HIPAA. The Parties acknowledge that the efficacy of the Licensed Products and Services relies on a direct-to-consumer approach by which the individual may manage his or her health on the Sharecare Digital Platform, whether as an Eligible Member associated with CLIENT or not. As such, Sharecare shall provide the following services as an Eligible Member transitions to and from a non-CLIENT-associated user (hereinafter a "Consumer User") to a User and vice versa:

i. **Initial Notification of Eligible Members**. Sharecare will provide CLIENT support for notification to each Eligible Member that he or she is eligible to receive the CLIENT-specific Sharecare Digital Platform services, and a link to the CLIENT enrollment page. If any such Eligible Member has been Consumer User prior to joining the CLIENT enterprise program, information entered as a Consumer User will be transferred to his/her User account so long as the individual consents to such transfer via the HIPAA Authorization.

ii. **Onboarding of Users**. Upon arrival at the CLIENT enrollment page, Sharecare will provide the Eligible Member with the option to create a new account or link to an existing account and prompt the Eligible Member to include his or her CLIENT registration information. In the event Sharecare is able to link such registration information provided by the Eligible Member to the CLIENT eligibility file, then Sharecare will present such Eligible Member with (i) Terms of Use, (ii) Privacy Policy and (iii) a HIPAA Authorization to obtain such User's consent and approval. Such items (i)-(iii) shall be shared by Sharecare with CLIENT prior to launch of the Sharecare Digital Platform with respect to CLIENT Eligible Members. Upon Sharecare's confirmation that the Eligible Member is within the eligibility file and obtaining approval to mandatory items (i)

and (ii) noted above, Sharecare will provide such individual with access to the Licensed Product and Services.

iii. **Notification Upon User Termination.** In the event a User ceases to be eligible to access the Licensed Products and Services as provided on behalf of CLIENT, Sharecare may invite such individual to transition to become a Consumer User (i.e., with access to those features generally made available to members of the public).

iv. **Off-Boarding of Users.** Within a reasonable time period both before and after such individual ceases to be an Eligible Member, Sharecare may notify the individual that he or she may continue to access certain Sharecare services and resupply to such individual, to the extent required, Sharecare's Terms of Use, Privacy Policy, and HIPAA Authorization to obtain such individual's consent to Sharecare's continued collection and retention of the individual's Protected Health Information.

B. **Data Ingest.** Sharecare will support inbound data transmissions from CLIENT via Secure FTP in order to update Users' Health Profiles and drive healthy behaviors or enable other Licensed Products and Services. As part of the implementation process, the exact file formats and file types will be mutually agreed upon between Sharecare and CLIENT to ensure compliance with Sharecare data model specifications, as applicable.

C. **Data Ingest Limitations and Response File.** CLIENT may transmit data no more than once daily. Initial data feed setup requires receipt of a production-ready file up to 90 days ahead of the Program Start Date as agreed upon by the parties ("Program Start Date"), beginning after specifications and a production-ready file are approved by Sharecare and CLIENT. Final production data to support the launch (i.e. the full eligibility file for Users who will be on-boarded as of the Program Start Date) must be provided 30 days prior to such Program Start Date. Subsequently, and for Client Groups added to the eligibility file after the Program Start Date, Sharecare will complete the processing of such information, provided that the data structure of the file has not been changed, within 48 hours of receipt of such updated file.

Sharecare will make available output from the ingest process through a response file process. This will be made available for eligibility and external event file types only. Sharecare will acknowledge file receipt and notification of any errors, exceptions, and rejections, and logging of file processing the same day that the file was received. Sharecare will provide a secure file exchange via SFTP for data exchange with CLIENT.

7. **Reporting and Analytics.** In addition to the **Reporting & Insights Care Console** module identified above, Sharecare will provide the following reporting and analytics.

i. **Quarterly Business Review**

a. The Quarterly Business Review (QBR) (minimum 50 RealAge Test completers) provides CLIENT with statistics and insights about how the User population is onboarding onto the Sharecare Digital Platform, engaging with specific platform features, participating in targeted intervention programs, and demonstrating behavior change to impact key health risks and conditions identified in the population. The QBR is provided on a quarterly basis in presentation format.

ii. **User-Level Data Extracts**

a. **Overview:** In addition to the aggregate reporting described above, Sharecare provides User-level data extracts. Sharecare shall provide standard measures that can be extracted on a regular cadence to support User-level datasets for incentives fulfillment, reporting, segmentation and stratification, and

integration into care coordination ecosystems. Fees for data extracts may apply if set forth in Fee Table 1 or Rate Card or change order.

b. **Extract Components:** Sharecare standard extract is delivered monthly and includes data elements across User states, User behaviors, and User attributes. Sharecare will provide a data dictionary of extracts to CLIENT and provide updates as extract definitions change. Components may include the following, as applicable, but are subject to change:

- RealAge: includes whether an individual has started, completed, and updated the RealAge test as well as responses to questions and derived scores such as User RealAge and well-being index scores (as applicable).
- Membership: Information about an individual participant that enables grouping of services and reports.
- Incentives: User-based activity and achievement incentive plan with a configurable Marketplace for rewards based on levels of achievement.
- Coaching (if applicable): Multi-channel, hyper-relevant, and personalized content based on platform and coach interactions. Coach/nurse driven content pushed to User for intercession support, education, reminders, tracking, and encouragement.
- Health Profile: User-based health information: biometrics and lab results.

iii. **Sharecare Rewards Reporting**

A. **Rewards Fulfillment Reports (as applicable)**, available through Sharecare's vendor, are as follows. All except the employer-administered, invoice, and tax reports are available via the self-service admin tool; others are provided by FTP weekly or monthly.

- *Point Balance:* Overall points balance and points earned per User by program
- *Enrollment:* Number of Users enrolled, by date, by program
- *Transaction:* Details of all transactions of spent points by program
- *Employer-Administered:* Enables employers to fulfill reward
- *Invoice Report:* Supports invoicing
- *Tax Report:* Enables employers to manage taxes associated with rewards
- *Redemption*: All redemptions per User per program
- *Participant Summary*: Shows how many people are participating in program
- *Sweepstakes*: A list of entries and winners
- *Adjustment Credit Report*

8. **Sharecare Professional Services.** The Licensed Products and Services shall also include the following:

   A. **Implementation.** Sharecare will perform the implementation services and the Parties will comply with their respective obligations as set forth in the implementation plan to be mutually agreed upon in writing by the Parties ("Implementation Plan").

   B. **Customer Support Services.**

      i. **Digital Platform Uptime.** The Sharecare Digital Platform has a targeted uptime of 99 percent, excluding maintenance time. Sharecare measures digital platform uptime through a third-party monitoring service that pings key servers every 60 seconds over the course of the measurement period. Every minute of uptime divided by the total number of minutes measured equals the uptime percentage. The composite uptime percentage for the digital platform is based on the average performance for each server associated with the key areas of log-in authentication, the homepage, Green Days trackers, incentives, and challenges. Planned maintenance windows are excluded from monitoring. Performance is measured independently for each program year quarter. Downtime due to issues beyond our control are excluded, e.g., AWS or power outages, DDoS attacks, etc.

      ii. **Average Speed to Answer.** With respect to the customer service call center for the Sharecare Digital Platform (not including Point Solutions, which may have independent customer support services), Sharecare has a targeted average speed of answering inbound calls of 30 seconds. Based on CLIENT-specific customer service call data, the total duration of call response times divided by the total number of answered calls results in the average speed to answer. Response time is measured from entry of the call queue to the time the call is answered. Performance is measured independently for each program year month. In collaboration with the CLIENT, Sharecare will periodically forecast CLIENT call volumes based on available historical data and other information in order to plan staffing and maintain service levels—especially during incentive deadline periods. In addition, CLIENT will collaborate with Sharecare on the timing of emails and mailers to enable the customer service team to manage incoming call volumes.

      iii. **Call Abandonment Rate.** With respect to the customer service call center for the Sharecare Digital Platform (not including Point Solutions, which may have independent customer support services), Sharecare has a targeted call abandonment rate of less than five (5) percent of inbound calls. Based on CLIENT-specific customer service call data, the number of abandoned calls divided by the total number of calls received into the queue results in the call abandonment rate. Abandoned calls are defined as inbound calls in the queue for 30 seconds or longer that disconnect before they can be answered. Performance is measured independently for each program year quarter and is contingent on a minimum of 125 calls during the quarter. In collaboration with CLIENT, Sharecare will periodically forecast CLIENT call volumes based on available historical data and other information in order to plan staffing and maintain service levels—especially during incentive deadline periods. Any one- or seven-day periods with call volumes exceeding 20 percent of forecast will be excluded from the calculation.

      iv. Additional customer support provisions may be set forth in Fee Table 1.

9. **Pricing and Fees.** The fees shall be as set forth **in Fee Table 1** or, to the extent such services are purchased separately by CLIENT, in the Rate Cards or a Point Solutions Addendum.

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ORDER

This ORDER (the "Order" or "SOW") sets forth the products and services to be offered by Sharecare Operating Company, Inc. ("Sharecare") to Salinas Valley Memorial Hospital ("Client") and includes the scope of services attached hereto as Appendix A (the "Scope of Services"). This Order is made pursuant to that certain Master Agreement between Sharecare and Client dated as of _____, 2022 (the "Agreement").

Note: Capitalized terms used in this cover page have the meanings assigned to them in the Scope of Services and/or the Agreement.

Order Effective Date: _____

Program Start Date: _____

Term: [minimum of 36 months/3 years]

FEE TABLE 1: DIGITAL PLATFORM AND SUPPORT

Services and Components	Rates[1]
DIGITAL PLATFORM[2]	
A comprehensive population health management platform that promotes well-being improvement to healthcare navigation in a personalized way	$3.75 PEPM
All standard features, challenges (6), client marketing campaigns (8), Benefits Hub external listings (8), communications, eligibility intake (1), other file imports (1), file exports (5), reporting licenses (2), population segmentation (3), incentive programs/activities (3/7)	Included
Reward fulfillment (optional): prepaid digital Visa reward cards	Face Value + $2 Each
Implementation, fee waiver contingent on standard timing and provisions	~~$25,000~~ *Waived*

[1] – PEPM = Per Employee Per Month. Rates apply for the first year from the Program Start Date and will increase by 3% annually thereafter.
[2] – If the employee population declines by 10% or more for any two (2) consecutive months relative to the assumed population of 2,100 eligible employees (plus associated spouses), the Parties shall initiate good faith negotiations to determine appropriate price and/or service adjustments.

Amendments to Scope of Services

-

[Signature page follows]

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IN WITNESS WHEREOF, Sharecare and CLIENT execute this Order to be effective as of the Order Effective Date.

SHARECARE:		**CLIENT:**	
By:	_____	**By:**	_____
Name:	_____	**Name:**	_____
Title:	_____	**Title:**	_____
Date:	_____	**Date:**	_____

POINT SOLUTIONS ADDENDUM TO ORDER

This Point Solutions Addendum (the **"Addendum"**) is entered into by and between Sharecare Operating Company, Inc. (**"Sharecare"** or **"Company"**) and Salinas Valley Memorial Hospital (**"CLIENT"**) as of _____, 2022 (the **"Addendum Effective Date"**), and is made pursuant to that certain Master Agreement between Sharecare and CLIENT dated as of _____, 2022 (the **"Master Agreement"**) and that certain Order between Sharecare and CLIENT dated as of _____, 2022 (the "**Order,**" or, together with the Master Agreement, the "**Agreement**"). Capitalized terms not defined herein shall have the meanings corresponding to them as set forth in the Agreement. If there is any conflict between any term of this Addendum and any term of the Agreement, the terms of the Agreement will apply. Sharecare and CLIENT each may be referred to in this Addendum as a **"Party"** and collectively, the "**Parties.**" This Addendum is hereby attached and made part of the Agreement and incorporated by reference into the Order as if fully set forth therein.

1. Purpose and Intent; Term. This Addendum will set forth additional Licensed Products and Services, as defined in the Order, to be provided by Sharecare to CLIENT. The term of this Addendum shall begin on the Addendum Effective Date and continue so long as the Order remains in effect unless earlier terminated in whole or in part in accordance with the Agreement (the "Term").

2. Services. Sharecare shall provide the following services for CLIENT during the Term:

a. All Together Better (package).

i. Craving to Quit. Sharecare's tobacco cessation program is designed to help Users who are ready to quit to permanently break their addiction to tobacco. Participants may select either a digital support approach that provides mobile and online tools, resources and messaging features with trained experts, or a one-on-one telephonic support approach with a designated tobacco cessation counselor. Nicotine Replacement Therapy (NRT) products (see Exhibit A) are recommended for improved results.

1. *Enrollment*. Enrollment in the tobacco cessation program is initiated by Eligible Members who are ready to quit smoking, triggering an enrollment fee upon explicit digital or telephonic consent to enroll.

2. *Telephonic Service*. The telephonic service option includes up to five (5) proactive interventions with a tobacco cessation counselor and unlimited inbound support. Pricing is subject to change for client incentives expected to drive utilization above natural utilization volumes.

3. *Digital Service*. The digital service option provides up to twelve (12) months of unlimited support for participants.

ii. Unwinding from Sharecare. Unwinding from Sharecare is an evidence-based digital program based on mindfulness. It helps participants deal with stressful events, build resilience, and develop a more focused, aware and mindful approach to life and work. Developed by psychiatrist and neuroscientist Jud Brewer, MD, PhD, Unwinding from Sharecare offers on-demand, in-the-moment tools to ease stress throughout the day. Users will have access to guided meditations, breathing exercises, videos, award-winning visual relaxation content, sleep tools, and live events to help them build resilience at home and in the workplace to manage stress when it strikes. Key features include:

- Video Lessons: Short, effective stress management course on how our minds work and how to use mindfulness to reduce stress
- Exercises: Guided breathing exercises to help users de-stress quickly
- Tools: Evidence-based mindfulness tools, including guided meditations that build resilience and decrease chronic stress
- Sleep Support: Including meditations and white noise tracks to help users get to sleep and stay asleep
- Visual Relaxation: Award-winning content from Sharecare Windows
- Expert Support: Live virtual events with experts such as Dr. Jud Brewer.

iii. Eat Right Now. Eat Right Now is an evidence-based program that combines neuroscience, mindfulness, and proprietary tools to help participants identify their emotional triggers, recognize cravings, stop negative habits, and develop positive eating habits and the emotional resilience to stick with them over time. All Users are eligible for unlimited access to this program. This program is delivered through a proprietary mobile application and includes daily exercises to overcome emotional eating, a daily activity tracker and success journal to stay motivated and focused on goals, weekly group video meetings with craving experts to help with specific challenges, expert-moderated community support, and tools to measure progress. This solution is integrated with and dependent upon the Sharecare Digital Platform.

iv. Unwinding Anxiety. Unwinding Anxiety is an evidence-based digital therapeutic that combines neuroscience, mindfulness, and proprietary tools to help participants identify their anxiety triggers, endure and manage stressful episodes, and completely change and improve their relationship

with stress. The progressive program is a 30-day mindfulness plan consisting of 31 individual modules with short daily exercises to help users learn how their minds work so habits can change. Users will learn how to switch gears the moment anxiety and other unwanted sensations arise, and ultimately changing the "habit-loop" that leads to anxiety. Key features include:

- Community support: Experts and others living with anxiety provide support in a safe place
- Exercises: Mindfulness techniques teach participants how to stop anxiety and calm their mind
- Journaling: Allows participants to identify anxiety triggers and track progress
- Weekly expert calls: Experts address specific user challenges
- Video lessons: Learn why the brain becomes anxious
- Check-ins: Routine check-ins teach participants to break the cycle of worry.

b. Lifestyle Management. Lifestyle Management is a coaching program that delivers behavior change intervention, including nutrition, physical activity, stress, weight and tobacco cessation via one-to-one coaching, to Eligible Users who have been identified at risk and as having a combination of mitigable risk factors. Sharecare provides Eligible Users with access to trained health coaches via a two-way interaction through secure messaging or telephone. Coaches intervene with Eligible Users on actionable and lifestyle related health risks, as noted above.

i. *Selection of Coaching Participants*. The Lifestyle Management program is designed to identify and initiate proactive intervention with those individuals who have the highest combination of mitigatable risk factors shown to be predictors of cost and negative health outcomes. Multiple data sources are used to identify individuals who are at risk based on lifestyle behaviors, biometric/lab values, and health condition diagnoses. Data sources may include:

- RealAge Test, which provides a snapshot of individual's well-being for health and risks by assessing eating, exercise, and sleep habits, along with family health history, social relationships, financials, behaviors, and existing health conditions;
- Self-Reported Biometric Screening or Lab data entered on the platform; and/or
- Biometric Screening data file feed (if applicable).

Upon receipt of the above-noted data, risk assessment analytics are performed using Sharecare's standard and proprietary Coaching Identification Algorithm to identify Eligible Users for coaching. Based on established and proprietary identification rules, Eligible Users are identified for enrollment outreach.

The Coaching Identification Algorithm is designed to identify individuals with health risks based on specific biometric values, lifestyle factors as well as emerging standards developed by Sharecare to identify health risks and their related interventions. The algorithm also identifies individuals for coaching interventions based on escalating cardiovascular and metabolic risk.

The algorithm checks for the presence of 18 different proprietary risk indicators and takes into account risk severity, as well as demographic information, such as gender. Individuals are recommended for coaching based on the presence of multiple risk indicators.

ii. *Lifestyle Management Program Enrollment.* An Eligible User becomes a Lifestyle Management participant ("Coaching Participant") when there is a two-way interaction via email or via telephone through which the participant indicates his/her intent to enroll. Sharecare provides Lifestyle Management on a program year basis. A "program year" is the twelve-month period commencing on the date of Lifestyle Management enrollment for the individual. Regardless of the date of enrollment, Coaching Participants enrolled in each program year will receive Services for the full applicable program period ("the Program Period"). This Program Period lasts until the Coaching Participant completes the full length of programming, is placed into a self-directed level by a health coach per Sharecare's standard protocol or elects to discontinue participation in Lifestyle Management. As used herein, the "full length of a program" is twelve months, unless the participant elects to discontinue. An Eligible User may retrigger for coaching in future program years if he/she meets qualifying criteria.

iii. *Lifestyle Management Coaching Interactions.* Per Sharecare's standard protocol, health coaches communicate with Coaching Participants via telephonic, digital, and/or other modalities and engage to guide Coaching Participants in tailored advising interactions. The number of interactions varies by the risks identified and the needs of the Coaching Participant.

1. Standard outreach varies, beginning with an intense phase of coaching sessions occurring approximately every two weeks. This

phase is followed by a high and moderate phase with coaching sessions occurring approximately every four to six weeks. Our 'failed attempt process' is a series of calls and digital outreach delivered at varying days/times to attempt reaching the Eligible User at the most successful time.

2. Participant progress is tracked via the coach and via online engagement and data collection. Upon completion of the Program Period, the coach will offer re-enrollment as appropriate or enrollment in a different program that is more appropriate. While the Eligible User is engaged in a program, if there is a more appropriate program the Eligible User is eligible for (see alternate programs in this Addendum) and such program is available to the Eligible User, the coach will discuss the new opportunity and make the appropriate referral.

3. The coach will also appropriately transition the member to the RealAge Program as described above to maintain/continue progress with healthy changes upon program completion.

iv. *Coach Background and Hours of Operation.* At a minimum, Lifestyle Management coaches have a bachelor's degree in a health-related field (nutrition, health promotion, exercise physiology, or behavioral counseling), and at least three years of related experience. All health coaches participate in three weeks of Sharecare's experiential on-boarding learning experience, designed in collaboration with master coaches who have deep experience in positive psychology and strength-based coaching. On top of initial core training, which introduces colleagues to the work of coaching, care support, and introduction to our mission, values, and culture, coaches receive mentoring, ongoing training, and continuing education. Before they enter the live environment, coaches must have at least 40 hours of one-on-one mentoring and nesting, which will deepen their expertise and refine their abilities to ensure a safe, supportive experience for our client populations.

- Lifestyle Management hours are Monday through Friday 8:00 am-9:30 pm Central Standard Time (CST) and Saturday 8:00 am-6:30 pm CST.

c. Disease Management. Sharecare's Disease Management program is designed to reduce clinical events, short-term medical costs, and gaps in care by targeting support for Eligible Users among those identified with a "Core 5" condition, i.e., diabetes, heart failure, CAD, COPD, and asthma. Participants will receive

outbound support from a clinician for up twelve (12) months from enrollment depending on progress in managing their condition. Participants who remain eligible in subsequent program years will be targeted for renewed support.

i. *Eligible User Identification Methodology.* Sharecare shall provide its standard Disease Management services to Eligible Users who qualify for the above Disease Management programs ("Disease Management Participants"). Eligibility for the Disease Management programs shall be based upon the criteria, algorithms, diagnosis, procedures and/or ICD-9, ICD-10, and NDC codes contained in the Disease Identification Methodology maintained by Sharecare for this Agreement, as modified and updated from time to time by Sharecare. Successful clients implement this product with 24 months of claims history for the Eligible Users.

ii. *Communication & Behavior Modification Protocol for Disease Management Participants.* Sharecare will apply its optimized model for Disease Management Participant communication, as applicable for each Disease Management program, either through inbound calls and/or outbound telephone calls with Sharecare staff, through web services and/or by mail in accordance with the outreach protocols in the Business Requirements Specifications. The parties acknowledge and agree that Sharecare's model for Disease Management Participant communication and intervention is designed for application generally to the population of Disease Management Participants, and that such communications and interventions will not ensure communications with all Disease Management Participants, and that communication is dependent upon Sharecare having a valid address and phone number for the Disease Management Participant.

d. Diabetes Self-Management Education and Support ("DSMES"). DSMES is a comprehensive digital, evidenced-based and self-directed program designed to deliver diabetes self-management education and support services. The services are designed to help individuals with diabetes improve their health status, their quality of life and reduce their risks for developing diabetes-related complications.

i. *Eligible User Identification.* Eligible Users are identified through the use of Sharecare's proprietary identification methodology and uses Eligible User data including but not limited to the RealAge Test, biometric information, and claims data.

ii. *Enrollment.* Eligible Users who choose to enroll in the self-paced DSMES program will be delivered a series of diabetes education modules via the Sharecare Digital Platform. The number and selection of specific modules will depend on the condition and preferences of the Eligible User. The

curriculum can be delivered in conjunction with any high-touch program offering (i.e. Disease Management, Insulin Management, Lifestyle Management, as applicable).

iii. *Curriculum.* The DSMES curriculum incorporates the following content into the delivery model: basic diabetes pathophysiology and treatment options; healthy eating; physical activity; taking medications; monitoring; preventing, detecting and treating acute and chronic complications; healthy coping; and problem solving.

e. Diabetes Prevention Program ("DPP"). DPP is designed to prevent or delay the onset of diabetes for individuals identified as being at risk for diabetes. DPP is a one-year program that presents curriculum approved by the Center for Disease Control through Sharecare's proprietary mobile and web-based platform and delivered via telehealth or phone group coaching sessions. The program enables participants to photograph food intake, track activity, see progress and receive productive, positive feedback from a coach.

i. *Eligible User Identification.* Eligible Users are identified as high risk for developing diabetes via the Center for Disease Control and Prevention (CDC) Diabetes Prevention Recognition Program standards. Due to the emphasis of weight loss content on risks and considerations associated with pre-diabetes, this program is appropriate only for non-diabetics.

ii. *Enrollment.* Participants complete enrollment online and are encouraged to begin messaging with a coach and uploading pictures of their meals prior their first coaching session. Participants are encouraged to download the third-party DPP application, but can also participate in the program via the Sharecare web-based platform with the limitation of being unable to upload photos of their meals. Participants are limited from enrolling in Lifestyle Management while enrolled in DPP.

iii. *Curriculum.* The DPP curriculum includes up to twenty-six (26) one-hour classes facilitated by a trained lifestyle coach through video conferencing or by telephone. Participants join the weekly/bi-weekly classes in groups of five to twenty (5-20) participants to support engagement. The third-party digital platform includes functionality in which Eligible Users are able to upload pictures of their meals for review and feedback by a registered dietician. Participants work towards a goal of a five-percent (5%) weight loss in the twelve (12)-month program using integration with wearable devices, digital scales, and the tracking of weight and steps data through the digital application. Upon completion of certain milestones, such devices are provided by Sharecare at no cost to the participant and no cost to CLIENT.

Participants will progress toward four stage achievements throughout the 12-month program.

1. Stage One is enrollment and triggers fulfillment of an included digital scale. The scale includes wireless connectivity features for automatic upload of weight data.

2. Stage Two is completion of a minimum of two classes and submission of weight within seven days of class completion. Participants have the option to receive a free activity tracker upon completion of this stage.

3. Stage Three is completion of four or more total classes, as well as recording weight within seven days of each class completion.

4. Stage Four is reaching a goal of 5% or greater weight loss within a 12-month period.

f. Virtual Diabetes Clinic ("VDC"). Sharecare's VDC uses a third-party partner, Onduo, to deploy the personalization of diabetes management and therapy in the outpatient setting. The program supports providers and patients with efficient patient care, glycemic surveillance, and personalized medication appropriateness/titration.

i. *Eligible User Identification.* Eligible Users are identified through the use of Sharecare's proprietary identification methodology and uses Eligible User data including, but not limited to, clinician referral, Client referral, RealAge Test, biometric information, and medical claims data. Members with Type 2 Diabetes, on one or more medications and with an A1c 8.0 or greater are also eligible.

ii. *Enrollment.* Eligible Users are offered enrollment into the 12-month program, which auto-renews unless the member loses coverage or self-terminates the program (after year one). Upon enrollment, the participant will be sent a kit which includes a BGM device, A1c test and the supplies needed to frequently monitor their progress and treatment effectiveness. Up to 4 times per year, the member may receive a CGM device. This provides more real time data on the relationship to nutrition, medication adherence and lifestyle to the members optimal metrics. This is a tool intended to educate and drive understanding and behavior change. Oversight by an Onduo-coordinated physician and support by coaches and CDE's (as required) will be provided, and any treatment changes will be communicated to the member and their Eligible User's primary care

physician. Participants are not limited from enrolling in other high touch programs (i.e., Disease Management (if applicable), DSMES, Lifestyle Management). Enrollment in the VDC is subject to confirmation of eligibility status, physician discretion, and acceptance of applicable terms and consents.

iii. The integrated solution, platform, and program is initiated with qualified enrollment. The VDC program makes available a device, at no additional charge, to measure the blood glucose of patients, triggering ongoing communication and support from clinicians and coaches during the onboarding, engagement, and medication adherence processes.

g. Maternity and Family Benefits. Sharecare offers a suite of comprehensive, evidenced-based women's health digital programs that are designed to deliver coaching, support, education, clinical programs, and behavioral incentives to women and families navigating their parenthood journey. Sharecare offers targeted Fertility, Pregnancy, and Parenting solutions through a market-leading partner. Services from each of the three programs are designed to close gaps in women's healthcare to help women understand their fertility and improve their chances of becoming pregnant without intervention, develop and maintain healthy habits to promote healthy pregnancies and deliveries, and help new parents establish positive routines with their new families and successfully return to work. Sharecare's Women's Health programs will be offered and implemented as a bundle to support the entire parenting journey.

i. *Eligible User Identification Methodology*. Eligibility for each Women's Health program is defined by CLIENT, and must be provided for each Women's Health program separately in the "Buy_Up_Indicator" field of the Eligibility file.

ii. *Target User Identification*. "Target Users" are a subset of Eligible Users defined for each Women's Health program separately and identified via user data that may include the RealAge Test, health assessment data, or ingested claims data. Target Users will receive messaging to drive awareness of the program. Target Users that express interest in the program are validated for qualification prior to initiation of the program. Qualification is validated via a brief health assessment specific to each of the three Women's Health programs.

iii. *Enrollment*. Target Users who successfully qualify for the program will enroll via Sharecare's partner, seamlessly leveraging their Sharecare credentials to establish their account in the partner ecosystem. New users complete a health assessment specific to each of the three Women's Health

programs. Once this enrollment assessment is completed, the user has completed enrollment.

iv. *Curriculum.* Each Women's Health program – Fertility, Pregnancy, and Parenting – includes a clinical curriculum developed with nationally regarded experts in the field:

Fertility	Pregnancy	Parenting
General Health	General Health	Moms at work
Reproductive Health	Prenatal nutrition	Child programs
Endometriosis educ.	C-section	Preventive care
Endometriosis mgmt.	Midwifery	Sleep
PCOS education	Hypertension	Pediatric
PCOS management	Preeclampsia	Nutrition
Uterine fibroid educ.	Gestational diabetes	Breastfeeding
Uterine fibroid mgmt.	prevention and mgmt	Formula-feeding
Birth control tracking	Progesterone tracking,	Behavior
Birth control education	daily and weekly	Allergy education
Mental Health	Healthy weight gain	Allergy management
Difficulty conceiving	Preterm history	Parent programs
IUI	Short cervix	General health
IVF	Mental health	Postpartum health
Hormone therapy	Patient advocacy	Breastfeeding support
Male fertility	Breastfeeding prep	Mental health educ.
Careers & lifestyle	Return-to-work	Mental health support
		Returning to work
		Working parents

v. *Coaching Support.* Coaching related to Women's Health program topics is included via in-app asynchronous messaging. Telephonic support is currently in development and will also be included when available.

h. *Muscle and Joint Health ("MSK Health Program").* Sharecare will deliver a comprehensive, evidenced-based digital MSK Health Program including coaching, support, education, and behavioral guidance to Eligible Users for the prevention and reduction of risk of MSK conditions. Sharecare will deliver the targeted MSK solution through a market-leading partner. The program is designed to identify users who may currently be or are at risk of experiencing musculoskeletal pain, injuries or related conditions, and provide non-surgical intervention solutions that reduce the likelihood of surgical intervention, lost service days and absenteeism, while improving musculoskeletal movement patterns and habits and successfully return to work. The program will focus on the entire continuum of care, including but not limited to prevention, acute, chronic, and surgical rehabilitation.

Sharecare's MSK Health Program is purposefully designed to address the MSK needs of a broad population of Eligible Users, ranging from those indicating early risk of an MSK related condition, where evidence-based, preventative movement health solutions reduce the likelihood of entering more expensive care pathways to

those currently experiencing one or more MSK related conditions that require more targeted interventions, including coaching, in order to reduce the likelihood of more costly surgical procedures. Sharecare's MSK program combines the best of both in order to improve overall population MSK health and outcomes while ensuring that those most at risk at the outset and ongoing receive targeted, specific and personalized intervention strategies based upon Client's population mix and defined Eligibility.

i. *Eligible User Identification Methodology.* The MSK Health Program will be made available to Eligible Users and dependents of all gender types aged 18 and older via placements inside the Sharecare Digital platform, including a tile for the program in the Achieve > Programs section of the application, and a listing for the program in the Benefits Hub (if applicable to the Eligible User's implementation).

ii. *Target User Identification.* "Target Users" are a subset of Eligible Users, identified via user data that may include the RealAge Test or ingested claims data. Target Users will receive messaging to drive awareness of the program, which may include timeline cards and in-app-notifications, and other program-specific marketing both inside and outside of the Sharecare Digital application. Target Users for the MSK Health Program are defined as a subset of Eligible Users and dependents identified as any gender aged 18 or older and either having a) self-reported through the RealAge Test or similar assessment as having an MSK condition, including but not limited to chronic or acute joint pain, or b) incurred a reported MSK diagnosis or claims code during the prior twelve-month period as determined by Sharecare. For the avoidance of doubt, any Client member identified as excluded on Client's eligibility file is not considered a Target User. Target Users that express interest in the program are validated for qualification prior to initiation of the program. Qualification is validated via a brief health assessment specific to the MSK Health Program.

iii. *Enrollment.* Target Users who successfully qualify for the program will enroll via the Sharecare Digital Platform, seamlessly leveraging their Sharecare credentials to establish their account in the partner ecosystem, at which point they become an "Enrolled User." New users complete a health assessment specific to the MSK Health Program. High-Risk Users are a subset of Enrolled Users. "High-Risk" means an Enrolled User who has a high likelihood of entering more expensive care pathways based on the Enrolled User's outcome of the Movement Health Questionnaire (MHQ) and/or other assessment, including BodyMap, as determined by Sharecare.

iv. *Digital Programming.* Each Enrolled User is provided with a user-friendly and self-directed mobile application that includes dynamic risk stratification, personalized 2D video motion capture assessments (BodyMap™), programming and scoring, guided video exercises, progress

measuring and reporting, and notifications. Enrolled Users will have the ability to see their progress through the mobile application.

v. *Coaching Support.* Coaching related to the MSK Health Program is provided to Enrolled Users either identified as High-Risk or as defined by Client for population health level goals via changes to score tiers in the health assessment. Coaching includes in-app asynchronous messaging, synchronous chat, scheduling services, one-to-one video sessions and telephone support. Coaching services are available for scheduling from 7am EST to 7pm PST.

vi. *Compliance.* Enrolled Users are provided with a personalized 2D video motion assessment (BodyMap™) tool that captures video images of the Enrolled User's movements, analyzes the movements in real-time, provides measurable scoring and results as well as dynamically adjusting the Enrolled User's personalized exercise program. The assessment, analysis and results are available to an MSK Health Program Coach to assess compliance and progress.

vii. *Enrolled User Satisfaction Survey.* Sharecare's partner shall provide a written satisfaction survey to Enrolled Users quarterly and annually via email, online or in the application. The survey will document Enrolled Users' reported level of pain when starting the MSK Health Program versus a reduction of level of reported pain and overall satisfaction with the MSK Health Program.

viii. *Customer Service.* For non-coaching-related general customer service or technical questions, a combination of live email and scripted support is provided during normal business hours.

i. Smart Dollar. Sharecare's SmartDollar program is the leading financial wellness solution founded by Dave Ramsey. Through integration with Sharecare's digital platform, employers and health plans promote a culture of financial well-being for their employees and members to reduce financial stress, lower turnover, improve productivity, and curb healthcare costs. This digital solution helps members learn to budget, save for emergencies, pay off debt, and save for long-term needs through the seven baby steps, inspiring educational content, and best-in-class financial tools.

i. *Eligibility and Enrollment.* All Eligible Users with access to the Sharecare Digital Platform are eligible to enroll in the Financial Wellness Program. Users participating in the Financial Wellness Program must enroll via the Sharecare Digital Platform via one-way single sign-on (SSO) authentication to the third-party web or mobile experience. Following signup, users will take a personalized self-assessment to take stock of their financial health and get targeted emails and content based on the financial goals they set.

ii. *Curriculum.* The Seven Baby Steps. This proven, step-by-step plan helps users learn to make smart choices with their money and reach their financial goals such as starting an emergency fund, paying off debt, saving for college, and more.

iii. *Inspiring Educational Content.* Personalized access to content —including engaging lessons, browsable questions and answers, and video — will help users meet their specific financial priorities. Video content will address such topics as creating wills, buying insurance, understanding real estate and mortgages, going to college debt-free, protecting one's identity, and more.

iv. *Best-in-Class Tools.* Users can take advantage of tools for budgeting, planning emergency funds, planning retirement, and organizing debts smallest to largest. These tools are fully integrated into the Financial Wellness Program to keep users engaged to create long-term behavior change.

v. *Reporting.* Sharecare will provide aggregate reporting on user enrollment and engagement. Through its subcontractor, Sharecare will provide standard participant and event level reporting by secure email delivery and/or access to the administrative portal. Reporting includes, but is not limited to, standard Participant Status Reports that will show the status of each participant's actions in the Financial Well-being Program (i.e. enrolled, disenrolled, etc.), and Event Status Reports that provide an update on each event (i.e. assessment completions, content and tool engagement, incentives activity completion, etc.).

j. Biometric Screenings.

i. *On-Site Screening Services.* Eligible Members will be able to obtain biometric screening services at on-site screening event(s) managed by Sharecare. Participants will be screened for lipid panel, glucose, height, weight, blood pressure, and BMI, unless otherwise determined by CLIENT. On-site screening events entail finger-stick blood draws, online scheduling, and event coordination and support. On-site screening events shall take place according to the timing and specifications as determined and agreed upon in the Implementation Plan.

1. *Event Definition.* A screening event is defined as an uninterrupted period at a location in which biometric screenings are conducted, with a minimum of four hours for standard events. A break of more than two hours at a screening site constitutes multiple events.

2. *Online Scheduling.* Once authenticated, Sharecare or its subcontractor shall walk the participant through the enrollment

process and deposit them in the appointment scheduler to choose the date and time of their screening appointment. A confirmation email shall be sent with the details from their selection. Up to five (5) business days prior to the participant's selected appointment, Sharecare or its subcontractor shall send a reminder email with instructions about fasting, exercise, medications, and all other relevant health information and instructions necessary to perform screening.

3. *Additional Terms*. Additional terms may apply to on-site services as set forth in Exhibit A – Fees.

ii. *Lab Visits.* As an alternative to on-site screening events, Eligible Members will have the option of scheduling through Sharecare's subcontractor lab an appointment for a venipuncture screening that includes the same measures and tests as on-site screening events.

iii. *Physician Screening Forms (PSFs).* PSFs provide a means of obtaining participant screening data from physicians or other qualified health care providers. Participants access a secure and personalized form online and provide the printed form at the time of screening to their provider, who completes and submits the form for processing via secure fax. Additional terms may apply to PSFs as set forth in Exhibit A – Fees.

3. Fees. In consideration of the services contained in this Addendum, CLIENT shall pay Sharecare the fees set forth in Exhibit A of this Addendum.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Sharecare and CLIENT have executed this Addendum to be effective as of the Addendum Effective Date.

SHARECARE, INC.		**CLIENT**	
By:	_____	**By:**	_____
Name:	_____	**Name:**	_____
Title:	_____	**Title:**	_____
Date:	_____	**Date:**	_____

EXHIBIT A
FEE TABLE: POINT SOLUTIONS AND OPTIONS

Services and Components	Rates[1]
ALL TOGETHER BETTER, *a bundle of Craving to Quit, Unwinding, Unwinding Anxiety, and Eat Right Now for all members*	$1.00 PEPM
LIFESTYLE MANAGEMENT, *personal health coaching for lifestyle risks*	$180 PPPY
DISEASE MANAGEMENT, *for diabetes, heart failure, CAD, COPD, asthma*	$50 PPPM
SHARECARE DIABETES EDUCATION, *self-paced digital diabetes learning modules*	$0.25 PEPM
DIABETES PREVENTION / WEIGHT LOSS PROGRAM, *for those at risk for diabetes*	
Participant Enrollment, includes digital scale	$250 PP
Milestone 1: Engagement in two (2) total sessions, includes Fitbit voucher	$200 PP
Milestone 2: Engagement in six (6) total sessions	$200 PP
Milestone 3: Weight Loss of 5%+ at any time relative to baseline weight	$200 PP
VIRTUAL DIABETES CLINIC, *virtual care for members with type 2 diabetes*	
Participant Enrollment	$75 PP
Base Fee	$75 PPPM
MATERNITY AND FAMILY BENEFITS, *fertility, pregnancy, and parenting*	
Base fee with three-year commitment*	$3,250 Per Month
Optional Customizations	
-Co-branding with client logo within applications	$3,000 One Time
-Custom articles for specific benefits. Up to 20 articles total.	$6,000 One Time
** - If services are termed early, remaining service fees will apply*	
MUSCLE AND JOINT HEALTH, *an evidence-based digital musculoskeletal program*	
Base Fee, Digital Program	$50 PPPY
Live Virtual Coaching, Per Engagement Milestone @ Sessions 1, 5, 9, etc.	$375 PP Per Milestone
Equipment Kit (stability ball, resistance bands, foam roller), optional	$100 Per Kit Issued
SMART DOLLAR, *leading financial wellness program founded by Dave Ramsey*	$0.95 PMPM*
* - Eligible members must align with eligibility on the Sharecare Digital Platform	
BIOMETRIC SCREENINGS	
Onsite Event and Patient Service Centers Packages	Fingerstick / Venipuncture
Standard, *ht/wt, BMI, waist, BP, lipid/glucose tests, and support**	$52.00 PP / $57.00 PP
Diabetes+, *includes Standard package plus A1c*	$70.00 PP / $65.00 PP
Kidney and Diabetes+, *includes Diabetes+ package plus eGFR*	$78.00 PP / $70.00 PP
* Events include event coordination, online scheduling, two privacy dividers per station, a receptionist for events w/ 75+ participants, a results review, parking/local travel, and reporting	
Physician Screening Forms, *digital access and processing*	$13 Per Form Processed
Home Screening Kits ("Kits")	
Mailing of Kits to members	$25 Per Kit Issued
Processing of Standard Kits returned	$49 Per Kit Processed
Processing of Diabetes+ Kits returned	$67 Per Kit Processed
Processing of Kidney and Diabetes+ Kits returned	$85 Per Kit Processed
FLU VACCINATION EVENTS AND PHARMACY VOUCHERS	*(rates requoted annually)*
Onsite flu vaccination events*	$37 Per Participant

Services and Components	Rates[1]
Flu shot vouchers at participating pharmacies	$49 Per Participant
Event coordination and administration, standard	Included
* - Events include event coordination, online scheduling, one privacy divider per station, a receptionist for large events (200+ participants), parking/local travel, and reporting	

[1] – PP = Per Participant

PEPM = Per Employee Per Month

PPPY = Per Participant Per Year

PPPM = Per Participant Per Month

PMPM = Per (Eligible) Member Per Month

All listed rates apply for the first year from the Program Start Date and will increase by 3% annually thereafter.

Justification for Sole Source Form

To: Contract Review Committee

From: Adrienne Laurent, Michelle Childs, Administration

Type of Purchase: (Check One)

☐Non-Medical, Non-Surgical Equipment/Supplies >= $25,000
☐Data Processing/Telecommunication Goods >= $25,000
☐Medical/Surgical – Supplies/Equipment >= $25,000
X☐Purchased Services >= $350,000

Total Cost $:	$367,690 over three project years
Vendor Name:	Sharecare Operating Company
Agenda Item:	Consider Recommendation for Board Approval of the Contract with Sharecare for the SVMHS Digital Employee Wellness Platform

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

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

X☐Licensed or patented product or service. No other vendor provides this. Warranty or defect correction service obligations of the consultant. **Describe.**
Sharecare offers a unique digital platform that will serve as a comprehensive population health management program for SVMHS employees. This solution is unique to Sharecare, and will provide integration with certain employee benefit programs such as EAP. Sharecare is an established vendor with SVMHS, as we have engaged Sharecare in the execution of the Blue Zones Project.

☐Existing SVMHS equipment, inventory, custom-built information system, custom built data inventory system, or similar products or programs. **Describe.**

☐Uniqueness of the service. **Describe.**

☐SVMHS has established a standard for this manufacturer, supplier or provider and there is only one vendor. **Describe.**

☐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, please **describe:**

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

Submitter Signature_____Date:_____

Board Paper: Finance Committee

Agenda Item: Consider Recommendation for Board Approval of the Educational Services Agreement with Cope Health Solutions
Executive Sponsor: Adrienne Laurent
Date: April 25, 2022

Executive Summary

Background/Situation/Opportunity

Salinas Valley Memorial Healthcare System has developed a Health Careers Pathway Program that involves students ranging from elementary school age to college level. One element of our program not yet implemented is an ongoing mechanism for hosted, year-round internships in a structured program of advancement, culminating in an opportunity for employment at SVMHS. The Health Scholars Program from Cope Health Solutions provides such a program and will complete the full continuum of our Health Careers Pathway Program. This will provide greater opportunity for both local students to enter the healthcare field, and for SVMHS to create a pipeline of trained talent that doesn't exist today.

Timeline/Review Process to Date

10/8/21: Initial conversations regarding Cope Health Solutions' Health Scholars Program
11/18/21: Further discussion between members of the executive team and Cope Health Solutions
12/7/21: Cope Health Solutions presentation to Executive Alignment Group
3/25/22: Contract finalization

Strategic Plan Alignment:

Pillar/Goal Alignment:

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

Financial/Quality/Safety/Regulatory Implications: *[fill in table, add any additional pertinent information]*

Key Contract Terms	Vendor: Cope Health Solutions
1. Proposed effective date	5/1/22
2. Term of agreement	3 years
3. Renewal terms	TBD at end of contract – no auto renewal
4. Termination provision(s)	Without cause, 90 days written notice
5. Payment Terms	Invoices payable upon receipt; 1.25% interest on invoices not paid within 45 days of due date
6. Annual cost	• $225,000 program fee with 4% annual increase • Bonus pool equal to 10% of annual fee (earned through a set of agreed-upon metrics) • 10% holdback - at risk dependent upon Cope Health Solutions meeting process and outcome metrics • Program incidentals (office space with 4 work stations, polo shirts for scholars, office supplies, etc.)
7. Cost over life of agreement	$702,360 (without regard to holdback/bonus, incidentals)
8. Budgeted (indicate y/n)	Not for two months of contract, yes for remainder

Recommendation

Consider recommendation for Board approval of the Contract for Health Scholars Program

Attachments

(1) Contract with Cope Health Solutions for the Health Scholars Program engagement
(2) Sole Source Justification

EDUCATIONAL SERVICES AGREEMENT

Salinas Valley Memorial Healthcare System

and

COPE Healthcare Consulting, Inc. dba COPE Health Solutions

May 1, 2022

EDUCATIONAL SERVICES AGREEMENT

This Educational Services Agreement (the "Agreement") is made effective May 1, 2022 (the "Effective Date") by and between Salinas Valley Memorial Healthcare System, a local health care district organized and operating pursuant to Division 23 of the California Health and Safety Code ("Client") and COPE Healthcare Consulting, Inc. dba COPE Health Solutions ("Contractor").

WITNESSETH: That Client and Contractor for and in consideration of the covenants, conditions, agreements, and stipulations hereinafter expressed, do hereby agree to payments and services, as follows, and/or as described on attachments incorporated herein.

1. CONTRACTOR RESPONSIBILITIES

In accordance with the terms and provisions of this Agreement, Contractor agrees to furnish to Client the services set forth on Attachments A to C attached hereto (the "Services").

2. CLIENT RESPONSIBILITIES

Client shall provide project support as related to areas of focus defined in the scope of work. Specifically, Client shall commit resources for the following activities:

2.1. **Use of Premises**. Client shall make available to Contractor suitable office facilities on its' premises that may reasonably be required for the efficient performance of this Agreement, including any in-service programs and training that is required under this Agreement. Such space and facilities may change from time-to-time and require space to be rented depending upon needs and agreed upon goals, as determined by Client in its' sole discretion; provided that such space is on the ground floor or higher. Space must be of sufficient size to allow for four (4) work stations, inclusive of at least one (1) work station in a private office with a secure door; secure file cabinets to maintain confidential Scholar personnel and health record files; and, appropriate office equipment.

2.2. **Equipment and Supplies**.

2.2.1. Client will furnish for the use of the program such equipment as is deemed necessary by mutual agreement of Contractor and Client for the proper operation of the program. Equipment that is usual and customary to the operation of a program includes, but is not limited to: telephones, wireless internet connection for a minimum of the number of computers set forth on Attachment A with access to Contractor's terminal services (through Remote Desktop connection), and a fax machine. Client shall keep and maintain this equipment in good order and repair and replace such equipment as necessary. Client will provide or arrange for the provision of ordinary janitorial services, maintenance, housekeeping services, access to printing and copying services, internal and external messaging.

2.3. **Incidental Costs**. Specifically, the following costs will be the responsibility of Client:

2.3.1. Drug screenings, seasonal flu vaccinations, TB testing for incoming Scholars and renewals for active Scholars as required by Client policy;

2.3.2. Background checks for all incoming Scholars, and monthly state or federal exclusion list checks for all active Scholars as required by Client policy;

2.3.3. Reproduction and binding of Scholar training manuals used during quarterly and seasonal training sessions;

2.3.4. Training and office supplies, including copy paper, binders, name badges, labels, clipboards;

2.3.5. Food required during training sessions for a pre-determined number of Scholars attending such training sessions;

2.3.6. One (1) polo shirt per incoming Scholar enrolling in a program greater than 3 months in duration, and two (2) polo shirts per incoming Scholar enrolling in a program 3 months or less in duration;

2.3.7. Parking cost for Scholars and onsite Contractor's staff; and,

2.3.8. Badging cost for Scholar and onsite Contractor's staff.

2.4. **Client Liaisons**. Client will provide a member of the executive management team to act as the primary liaison to Contractor in the performance of its duties and obligations hereunder. Client liaisons will assist Contractor with the following to ensure that Contractor is able to expand the program and meet contractual obligations:

2.4.1. Actively champion the Program among leadership

2.4.2. Identify departments for expansion and designate champions per department

2.4.3. Identify approvers of new tasks, projects, metrics or expansion plans

2.4.4. Acquire additional IT and training space resources as needed

2.4.5. When necessary, encourage responsiveness from key contacts such as department administrators, compliance, education, facilities services, employee health and security

2.4.6. Regular monthly meetings with on-site Contractor staff

2.4.7. Strategic messaging of the Programs, as appropriate at the client site and identification of potential stakeholders and their areas of responsibility as they intersect with the Programs

2.5. **Human Resources Alignment.** In accordance with Contractor's support with addressing Client's current and projected workforce needs, Client will provide a member of the Human Resources department to participate in monthly check-in meetings with Contractor staff to:

2.5.1. Align Health Scholar recruitment and training efforts with Client's specific short and long term workforce demands

2.5.2. Provide Contractor with an updated list of open positions, highlighting priority or hard to fill positions, within the organization

2.5.3. Work with Contractor staff to cross check Client's new hires in the past month, or more than one month if a monthly meeting is missed, with the list of active Health Scholars and site-specific Health Scholar Alumni in order to track the number of Health Scholars and alumni from the Client site who are hired by the Client.

2.5.4. Confirm tenure of all hires who were previously or are currently active Health Scholars or site-specific Health Scholar Alumni

2.6. **Data Information Requests and Reporting**. Client will provide Contractor with data required to track performance on contractual metrics and provide other necessary data and information as requested.

3. PAYMENT

3.1. **Fees**. For and in consideration of the Services to be provided by Contractor, Client shall pay to Contractor the fees set forth on Attachment D (the "Fees").

3.2. **Payment Terms**. Payment terms are as follows:

3.2.1. Invoices shall be sent to the following address:

Salinas Valley Memorial Healthcare System
450 E. Romie Lane
Salinas, CA 93901
Attention: Adrienne Laurent, Chief Strategic Communications Officer

or submitted electronically to accountspayable@svmh.com

Client shall notify Contractor about any changes in contact information via email at finance@copehealthsolutions.com.

3.2.2. All invoices are due and payable on receipt. Client agrees that payments not made within forty-five (45) days of the payment due date will accrue interest at a rate of 1.25% per month.

3.2.3. All payments shall be made by check or electronic funds transfer using the Automated Clearing House (ACH) system or an equivalent system. Contractor will provide Client with sufficient bank information to facilitate this transfer.

3.2.4. In the event that Client disagrees with or questions any amount due under an invoice, Client will deliver written notice of such disagreement to Contractor within ten (10) business days of receipt of the invoice. If no such dispute notice is delivered, the applicable invoice shall be deemed final.

3.3. **Program Fees**. Contractor shall have the right to establish program fees payable by Scholars to Contractor for initial program enrollment costs and COPE Connect network membership. Contractor may establish fees for Scholars to participate in activities outside the

scope of this Agreement, including without limitation additional training opportunities, discounts for pre-health professional services and networking events.

4. NON-DISCLOSURE AND CONFIDENTIALITY

4.1. During the course of performing the Services, Contractor may be given access to confidential or proprietary information of Client. Contractor shall (a) use Client's confidential or proprietary information solely for the purpose of fulfilling the contractual obligations herein and (b) strictly maintain the confidentiality of Client's confidential or proprietary information, during the term of this Agreement. Without the prior written consent of Client, Contractor shall not use, sell, resell, lend, disclose (except as required by applicable law, regulation or legal process), or otherwise publish Client's confidential or proprietary information for any purpose unrelated to the provision of the Services.

4.2. During the course of performing Services, Contractor may disclose confidential or proprietary information to Client, including, but not limited to recruitment methodologies, orientation strategies for potential Scholars, program structure, customer satisfaction research, data, presentations and program training materials. Client shall (a) use Contractor's confidential or proprietary information solely for the purpose of fulfilling the contractual obligations herein and (b) strictly maintain the confidentiality of Contractor's confidential or proprietary information during the term of this Agreement. Without the prior written consent of Contractor, Client shall not use, sell, resell, lend, disclose (except as required by applicable law, regulation or legal process), or otherwise publish Contractor's confidential or proprietary information for any purpose unrelated to this Agreement.

4.3. Client agrees not to disclose or share any content of this Agreement, including the Fees, without the prior written consent of Contractor. Notwithstanding the foregoing, Contractor and Client agree and acknowledge that certain disclosure(s) of this Agreement may be required by law by virtue of Client's status as a public local health care district organized and operating pursuant to Division 23 of the California Health and Safety Code.

5. MARKETING

Contractor is permitted disclosure to third parties the fact that Contractor provided Services to Client, and to describe the Services provided and outcomes achieved. These disclosures may be made to current or prospective clients of Contractor or to others, and may consist of announcements and advertisements placed at Contractor's expense in periodicals and publications, print and electronic marketing materials (including on Contractor's website), and digests or cases studies, and such disclosures may include the use of Client's logo. Notwithstanding the foregoing, any use of Client's name or logo must be pre-approved in writing by Client.

6. RELATIONSHIP OF THE PARTIES

No relationship of employer and employee is created by this Agreement, it being understood that Contractor shall act hereunder as an independent contractor; that Contractor, its officers and employees do not become employees of Client and shall not have any claim under this Agreement or otherwise against Client for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance, medical care, hospital care, retirement benefits, Social Security, Workers' Compensation, disability or unemployment insurance benefits, civil service protection, or employee benefits of any kind. Contractor shall be solely liable for and obligated to pay directly

all applicable taxes, including, but not limited to, federal and state income taxes and Social Security taxes, and in connection therewith Contractor shall indemnify and hold Client harmless from any and all liability which Client may incur because of Contractor's and /or its employee's failure to pay such taxes.

7. THIRD PARTY BENEFICIARIES

This Agreement shall not confer or be construed to confer any rights or benefits to any person or entity other than the Parties.

8. INDEMNIFICATION

8.1. To the fullest extent permitted by any applicable local, state and federal laws and regulations ("Applicable Law"), each party shall indemnify, defend and hold harmless the other party and its successors, officers, directors, employees, assignees, and agents (collectively "Indemnitees") from and against any and all claims, losses, damages, liabilities or expenses, including reasonable attorney fees incurred in the defense thereof, for the death or injury to any person or persons (including employees of Client or Contractor) or damage to any property or property right (including property or property right of Client or Contractor) which arises out of or is any way connected with the performance of this Agreement (collectively "Liabilities"), but only in proportion and to the extent such Liabilities are caused by the negligence or intentional acts of the indemnitor. For the avoidance of doubt, Client is responsible for all actions of the Scholars taken at its direction and Contractor shall not be liable for any Liabilities in connection therewith, nor shall Contractor be liable to any Indemnitees for any actions of the Scholars not taken at the direction of Contractor.

8.2. Contractor and Client agree to notify promptly the other party in writing upon receipt of notice of any pending or threatened claim or proceeding.

9. INSURANCE

9.1. Contractor hereby agrees to maintain standard liability insurance with a reputable insurance company in the amount of no less than $3,000,000 annual aggregate and $1,000,000 per occurrence limits with Client as a named insured under such policy. To the extent Contractor or its personnel render services for which professional liability coverage is reasonably available, Contractor shall maintain professional liability coverage in an amount that is reasonably appropriate in light of the risks, if any, assumed under this Agreement. Contractor shall provide proof of all such insurance to Client upon request.

9.2. Client hereby agrees to maintain standard liability insurance with a reputable insurance company in the amount of no less than $3,000,000 annual aggregate and $1,000,000 per occurrence limits with Contractor as a named insured under such policy. Client shall provide proof of such insurance to Contractor upon request.

9.3. Each Scholar shall procure at his or her own expense adequate health care coverage to cover all necessary medical care.

10. RECORD RETENTION

Contractor shall maintain accurate and complete (i) financial records of its expenses for the Services provided under this Agreement and (ii) employment and other records of all Services

provided hereunder. Contractor shall retain all such records for a minimum period of four (4) years from the date the applicable Service was provided. To the extent required by Applicable Law, Contractor shall make available during normal business hours, upon reasonable advance written notice from Client, the U.S. or California Secretary of Health and Human Services, the Controller General of the United States, or any other duly authorized agent or representative of the United States or California government, this Agreement and Contractor's books, documents, and records reasonably and materially related to the provision of the Services. If Contractor is requested to disclose its books, documents, and/or records related to the Services for any purpose, Contractor shall notify Client of the nature and scope of such request to the extent permitted by Applicable Law, and Contractor shall make available, upon written request of Client, all such books, documents, and/or records that Contractor is required to produce. If Contractor utilizes the services of a subcontractor to provide any Services hereunder, it shall require (in writing) its subcontractor to comply with the requirements of this provision.

11. WORK PRODUCTS AND INVENTIONS

11.1. Client agrees that any and all ideas, designs, drawings, notes, computer programs, algorithms, documents, information, materials, improvements and inventions made, conceived, developed, created or first reduced to practice in the performance of the Services under this Agreement, or that were developed in order to furnish the Services, shall be the sole and exclusive property of Contractor (the "Work Product"). Work Product includes, without limitation, the following:

(a) Recruitment materials

(b) Scholar training manuals

(c) Forms and documents used during the operations of the COPE Health Scholars programs

(d) Database developed to maintain information related to the COPE Health Scholars programs, individual Scholars, scheduling of Scholars

(e) Surveys developed to track Scholars, gather data related to the Scholars, or information used to further develop the COPE Health Scholars programs

(f) Data obtained, researched, and/or developed during the management of the program entirely by Contractor and independent of data or other Client confidential, proprietary, patient or other information deemed privileged, or protected by law or subject to the provisions of Section 4.1.

(g) Program names and any and all associated phrases, terms, names that are associated with the COPE Health Scholars programs

Client further agrees that Contractor is and shall be vested with all right, title and interest in the Work Product (including any patent, copyright, and trade secret or trademark rights).

11.2. Client shall execute all papers, including any patent applications, invention assignments, and copyright assignments, and otherwise shall assist Contractor at Client's expense and as reasonably shall be required to perfect in Contractor the rights, title and other interests in the Work Product expressly granted to Contractor under this Agreement. If Contractor

is unable for any reason, after reasonable effort, to secure Client's signature on any document needed in connection with the actions specified in this Section 11, Client hereby irrevocably designates and appoints Contractor and its duly authorized officers and agents as its agent and attorney in fact, which appointment is coupled with an interest, to act for and on behalf of Client to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this Section 11 with the same legal force and effect as if executed by Client.

12. SOLICITATION OF EMPLOYEES

12.1. Contractor agrees not to actively solicit or recruit for employment or contracted services any employees or contractors of Client during the term of this Agreement and for a period of one (1) year following its expiration or termination for any reason; provided, however, that general advertisement or general solicitation not targeted at Client's employees or consultants will not be deemed a solicitation thereof in violation of this Section 12.1.

12.2. Client agrees not to actively solicit or recruit for employment or contracted services any employees or contractors of Contractor during the term of this Agreement and for a period of one (1) year following its expiration or termination for any reason; provided, however, that general advertisement or general solicitation not targeted at Contractor's employees or consultants will not be deemed a solicitation thereof in violation of this Section 12.2.

13. TERMS AND TERMINATION

13.1. **Term**. This Agreement is effective as of the Effective Date and shall terminate on April 30, 2025 unless terminated earlier as set forth below (the "Term"). There shall be no automatic renewal provision for this Agreement, although services may continue for a reasonable period thereafter while a renewal is being negotiated. Any renewal for continuation of services beyond this expiration date must be negotiated between the parties and memorialized in an Amendment to extend the contract for additional services.

13.2. **Termination**.

13.2.1. This Agreement may be terminated without cause, without cost or penalty and with applicable refund by either party upon ninety (90) days prior written notice to the other party.

13.2.2. Either party may terminate this Agreement for cause (i) upon thirty (30) days prior written notice to the other party in the event the other party breaches a material term of this Agreement, and fails to cure such breach to the reasonable satisfaction of the notifying party within such period, or (ii) immediately, if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors or dissolves or discontinues operations of its business. Even in the event of Contractor's insolvency, Contractor shall remain responsible for payment of wages and benefits to any Contractor employee who provides Services under this Agreement.

13.2.3. Contractor may terminate this Agreement for cause immediately in the event Client fails to pay any invoices in full within forty-five (45) days following delivery of such invoice.

13.2.4. As of the effective date of termination of this Agreement, neither party shall have any further rights or obligations hereunder except: (i) as otherwise provided herein, (ii) for

rights and obligations accruing prior to such effective date of termination, including without limitation the obligations to pay for services rendered prior to the termination date and (iii) arising out of any breach of this Agreement.

13.3. **Survival**. The provisions of Section 4 (Non-Disclosure and Confidentiality), Section 5 (Marketing) Section 8 (Indemnification), Section 9 (Insurance), Section 11 (Work Products and Inventions), Section 12 (Solicitation of Employees), this Section 13.3 (Survival), and Section 16 (General Provisions) shall survive any termination of this Agreement.

14. PRIVACY AND SECURITY OF MEDICAL RECORDS

In order to carry out the Services under this Agreement, Contractor may require access to Protected Health Information ("PHI"), including but not limited to electronic PHI and hereby agrees to comply with the obligations set forth in the Business Associate Agreement ("BAA") which is attached hereto as Attachment E and incorporated into this Agreement.

15. CONFLICT OF INTEREST

Contractor and Client, for themselves and their respective officers, directors, employees, contractors, successors, assignees, and/or agents, shall have no interest, and shall not acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of the Services.

16. GENERAL PROVISIONS

16.1. Notices. All notices, requests, demands and other communications required or permitted to be given pursuant to this Agreement must be in writing and shall be (a) personally delivered, or (b) sent by nationally recognized overnight service or by registered or certified mail, return receipt requested, in each case to the following addresses and marked to the attention of the person (by name or title) designated below (or to such other address or person as a party may designate by notice delivered to the other party in accordance with this Section 16):

If to Contractor:

Allen Miller, Chief Executive Officer
COPE Health Solutions
315 W. Ninth Street, Suite 1001
Los Angeles, CA 90015
Tel: (213) 259-0245

If to Client:

Salinas Valley Memorial Healthcare System
450 East Romie Lane
Salinas, CA 93901
Attn: Office of the President/CEO

All notices, requests, demands and other communications shall be deemed to have been duly given (as applicable): (a) if delivered by hand, when delivered by hand; (b) if delivered by UPS, Federal Express, DHL or other nationally-recognized overnight delivery service, the day after

deposit with such service; or (c) if sent via registered or certified mail, three (3) Business Days after being deposited in the mail, postage prepaid.

16.2. Assignment. Subject to the restrictions set forth herein, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, legal representatives, and permitted successors and assigns. Neither party may assign this Agreement without the written consent of the other party; provided, however, that either party may assign this Agreement without the consent of the other party hereto to (i) any affiliate of such party or (ii) any purchaser of all or substantially all of the assets or stock of such party.

16.3. Waivers. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of the performance of such provision or any other instance. Any waiver granted by a Party must be in writing, and shall apply solely to the specific instance expressly stated. A waiver of any term or condition of this Agreement shall not be construed as a waiver of any other terms and conditions of this Agreement, nor shall any waiver constitute a continuing waiver.

16.4. Entire Agreement; Modification. This Agreement constitutes the full and complete agreement and understanding between the parties hereto and shall supersede all prior written and oral agreements concerning the subject matter contained herein. Unless otherwise provided herein, this Agreement may be modified, amended or waived only by a written instrument executed by all of the parties hereto.

16.5. Headings; Interpretation. The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement. Whenever the context hereof requires, the gender of all terms shall include the masculine, feminine, and neuter, and the number shall include the singular and plural.

16.6. Construction of Ambiguities. The general rule that ambiguities are to be construed against the drafter shall not apply to this Agreement. In the event that any provision of this Agreement is found to be ambiguous, each party shall have an opportunity to present evidence as to the actual intent of the parties with respect to such ambiguous provision.

16.7. Severability. In the event any part of this Agreement is declared invalid, such invalidity will not affect the validity of the remainder of the Agreement.

16.8. Attorneys' Fees. If any party or parties bring an action or proceeding arising out of or relating to this Agreement, the non-prevailing party or parties shall pay to the prevailing Party or Parties reasonable fees and costs incurred in such action or proceeding, including attorneys' fees and costs (including the reasonable costs of Client's in-house counsel) and the fees and costs of experts and consultants.

16.9. Exhibits. All exhibits attached hereto, together with all documents incorporated by reference in the exhibits, form an integral part of this Agreement and are incorporated by reference into this Agreement.

16.10. Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of California.

16.11. Dispute Resolution and Arbitration. All actions or proceedings arising in connection with, touching upon or relating to this Agreement ("Disputes") will be resolved in

accordance with this Section 16.11. If the Dispute cannot be resolved by agreement of the parties, any party may at any time make a written demand for binding arbitration of the Dispute in accordance with this Section 16.11; provided that the foregoing will not preclude equitable or other judicial relief to enforce the provisions of Section 4 hereof. The JAMS's Comprehensive Arbitration Rules and Procedures (the "JAMS Rules") in effect on the effective date of this Agreement, except as the applicable rules are modified by this Agreement, will apply to the resolution of all Disputes. As a minimum set of rules in the arbitration the parties agree as follows:

16.11.1. The arbitration will be held before a single arbitrator (from the United States, who will have significant experience in the subject matter of the Dispute) selected by the parties pursuant to the JAMS Rules and if the parties are unable to agree, then the arbitrator will be selected by the American Arbitration Association in accordance with the JAMS Rules.

16.11.2. The arbitrator will have the authority to award to the prevailing party in any Dispute reasonable attorneys' fees and disbursements, expert witness fees and disbursements and other costs of the arbitration. If not otherwise awarded, the parties to the Dispute will bear their own costs and expenses, and the arbitrator's fees will be split evenly between such parties.

16.11.3. The Arbitrator's final decision shall be reduced to writing, signed by the arbitrator and mailed to each of the Parties and their legal counsel. The arbitrator will specify the basis for their decision, the basis for the damages award and a breakdown of the damages awarded, and the basis of any other remedy. The arbitrator's decision will be considered as a final and binding resolution of the disagreement, will not be subject to appeal and may be entered as a court order in any court of competent jurisdiction in the United States. Each Party agrees to submit to the jurisdiction of any such court for purposes of the enforcement of any such court order. No Party will sue the other except for enforcement of the arbitrators' decision if the other Party is not performing in accordance with the arbitrator's decision. The provisions of this Agreement will be binding upon the arbitrators.

16.11.4. Any arbitration proceeding will be conducted on a confidential basis.

16.11.5. The arbitrator's discretion to fashion remedies hereunder will be no broader or narrower than the legal and equitable remedies available to a court, unless the Parties expressly state elsewhere in this Agreement that Parties will be subject to broader or narrower legal and equitable remedies than would be available under the law governing this Agreement.

16.12. Force Majeure. No party shall be liable for nonperformance, defective performance or late performance of any of its obligations under this Agreement to the extent and for such periods of time as such nonperformance, defective performance or late performance is due to reasons outside such Party's control, including acts of God, war (declared or undeclared), terrorism, action of any governmental authority, civil disturbances, riots, revolutions, vandalism, accidents, fire, floods, explosions, sabotage, nuclear incidents, lightning, weather, earthquakes, storms, sinkholes, epidemics, failure of transportation infrastructure, disruption of public utilities, supply chain interruptions, information systems interruptions or failures, breakdown of machinery or strikes (or similar nonperformance, defective performance or late performance of employees, suppliers or subcontractors); provided, however, that in any such event, each Party shall use its good faith efforts to perform its duties and obligations under this Agreement.

16.13. Counterparts. This Agreement may be executed in one or more counterparts by the Parties hereto. All counterparts shall be construed together and shall constitute one agreement. Counterparts to this Agreement may be delivered by facsimile or any other form of electronic transmission (including e-mail with scan attachment), and signatures provided on counterparts so delivered shall be considered originals for all purposes.

16.14. Contractor Not Excluded. Contractor warrants that, to its knowledge, neither Contractor nor its employees or agents performing services under this Agreement have been excluded from participation in federal or state healthcare programs. If an employee/agent performing services under this Agreement is excluded, Contractor will replace that employee/agent within a reasonable time. If Contractor is excluded, Client may terminate this Agreement, without penalty and with applicable refund, upon written notice to Contractor.

16.15. Compliance with Laws, Rules and Regulations, Compliance Program. Contractor shall provide services in strict accordance with all applicable state and federal laws and regulations, Client rules, regulations, policies and procedures, without limitation. Contractor shall comply with Client's Corporate Compliance Program ("Program") and any Program policies and procedures, as applicable to the services provided under this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

COPE Healthcare Consulting Inc. Dba COPE Health Solutions	Salinas Valley Memorial Healthcare System
_____	_____
Allen Miller Chief Executive Officer	Pete Delgado President/CEO
_____	_____
Date	Date

Attachment A – Services

Manage the Health Scholar ("Scholar") program ("Program") at Client located in Salinas, California.

1. Recruit and train a pre-determined number of cohorts of Scholars per year to engage in an experiential education program via assisting with patient care and administrative support. Scholar cohort size will be in accordance with a student enrollment and attendance schedule, defined through the Health Scholar Readiness Assessment, to ensure an adequate staff to student ratio.

2. Develop, maintain, and ensure accuracy and completeness of Scholars' competency and health files, including ensuring that each Scholar complies with Client's requirements for background check requirements and health screenings as specified herein and as modified by Client. Contractor represents and warrants that each Scholar, before and as a condition to providing Services hereunder, shall have (i) passed a background check (including without limitation [a county and federal criminal background check record background check, drug testing, and fingerprinting]); (ii) received all immunizations required by Client; and (iii) completed all training required by Client.

3. Provide an on-site program manager to monitor and supervise the Program and the performance of Contractor and the Scholars, as agreed to by Client and Contractor.

4. Provide the following equipment and supplies on premises at the Client's facility solely for the operation of the Program:

    a. If requested by Client, three (3) computers and one (1) printer for use by Contractor and Scholars in performing Services hereunder. The computers and/or printers shall not interface with Client's computer network and/or health information, and remain subject to the security and privacy practices and policies of Client, Client's network usage policies and applicable laws and regulations regarding patient privacy and confidentiality.

    b. Basic office supplies.

5. Conduct a Health Scholar readiness review ("Readiness Assessment"). Contractor will utilize standardized program assessment tools to conduct the following activities:

    a. Key informant interviews with administrative leaders to understand program goals as determined by nursing, patient experience, human resources, performance improvement and other pertinent areas
    b. Identification of high-priority performance metrics that could be potentially impacted by Scholars
    c. Observation of candidate pilot departments to assess workflows and readiness for Scholar integration
    d. Key informant interviews with department managers to identify roles and opportunities for Scholars within their area

6. Conduct a key stakeholder briefing to gain the support of departmental leads directly and indirectly needed to support the program. Provide education to relevant Client staff on the Scholar role, and their integration into the current workflow of participating departments.

7. Customize Scholar role to a pilot department, with an expansion plan identified for timely rollout to additional departments.

    a. Coordinate with Scholars to schedule 4-hour shifts, address concerns and access resources
    b. Ensure that Scholars are properly integrated into identified workflows
    c. Conduct regular rounding and observation of Scholars to assess quality and performance
    d. Structure and collect feedback from Scholars and Client staff to identify any barriers
    e. Conduct a midpoint assessment of identified metrics

8. Coordinate with pertinent Clinical and Administrative leadership in order to ensure that the Program is connected with, interfaces well with and meets the requirements of Client's existing recruitment, training and retention strategies and activities and applicable law.

    a. Provide Scholars with information related to vacant positions within Client's facility
    b. Forward interested Scholars to Client's job website and designed recruiting team for employment opportunities

9. Identify opportunities for improvement and implement changes as reviewed and approved by the executive champion.

    a. Employ a "study model" for evaluation, and provide regular reporting of program outcomes to executive champion
    b. Conduct data analysis of identified metrics and lead the production of a collaborative article demonstrating the project outcomes
    c. Share outcomes with partners and pursue publication of collaborative thought papers

10. Facilitate monthly check-in meetings with Human Resources department to:

    a. Align Health Scholar recruitment and training efforts with Client's critical current and projected workforce needs
    b. Identify proven, best-fit Health Scholars and site specific alumni to fill vacant positions within the organization
    c. Coordinate the process of cross-checking Client's recent new hires with the list of active Health Scholars and site specific Health Scholar Alumni in order to track the number of individuals who are hired from the program
    d. Track retention rates and terms for hired Health Scholars and site specific alumni.

11. Comply, and cause the Scholars to comply with all applicable federal, state, and local laws, rules and regulations, including, without limitation, licensing and education requirements and other pre-requisites for the Programs, occupational health and safety and environmental statutes and regulations, and all applicable federal and state health information laws and regulations concerning health care privacy and the security of personal information.

12. Provide to Scholars all materials that Client requests be provided to them, require every Scholar to conform to all applicable Client policies, procedures, and regulations, and require all Scholars to attend and complete such training and orientation as required by Client.

13. Conduct a midpoint assessment 18 months into the period of the Agreement to assess progress to targets and evaluate contract metrics. Contractor reserves the ability to revise the student enrollment and attendance targets and performance metrics as a result of the midpoint assessment.

14. Additional tasks and metrics will be identified and agreed upon in an amendment to this Agreement.

Attachment B – Compensation

I. Fees

Client shall pay Contractor for the Services as presented in the table below.

Health Scholar Program Assessment, Implementation & Management	$225,000 annually with 4% annual increase, plus aforementioned program incidentals

In order to ensure the deep alignment and focus of Contractor's work with Client, compensation is structured to align Contractor's financial incentives with those of Client, as follows:

A. A 10% withhold of Fees that can be earned back on an annual basis by Contractor meeting the process and outcome metrics defined through the Health Scholar Readiness Assessment

B. A bonus equal to 1% of the total annual fee in effect for the year will be earned through the successful hire of any current or alumnus of the COPE Health Scholars programs. 50% of the bonus amount will be payable upon hire confirmation, the remaining 50% will be payable upon the individual completing 6 months of employment. Data collected from monthly check-in meetings with Human Resources department, as described in Section 2.5, shall be used to support this metric.

C. A bonus pool equal to 10% of the total annual Fees will be available for earning through the achievement of a set of metrics mutually agreed to by Client and Contractor within 3-6 months of this Agreement execution, based on initial assessments.

Fees will be billed quarterly in advance. The 10% withhold will be shown on quarterly billings as an "Earn-back Potential" line-item deducted from the total amount billed. Invoices for earn-back dollars and/or bonus fees will include evidence of client sign-off for completion of the associated metric(s).

Client will be responsible for reimbursing at cost Contractor's reasonable and necessary out-of-pocket expenses up to 25% of Fees related to travel (e.g., travel, hotel rooms, parking, meals) incurred. Notwithstanding the foregoing, all expenses to be reimbursed by Client must be incurred in compliance with Client's applicable travel policy.

II. Additional Services

Additional work requested by Client and provided by Contractor beyond the Services set forth on Attachment A ("Additional Services") will be on a separate fee schedule. No amounts shall be billed to the Client for Additional Services without the Client's prior written approval (including via e-mail) of the scope of the Additional Services to be performed.

Attachment C – Business Associate Agreement

This Business Associate Agreement (the "Agreement") is effective as of the Effective Date by and between the Client ("Covered Entity") and COPE Healthcare Consulting Inc. dba COPE Health Solutions ("Business Associate").

WHEREAS, Covered Entity has engaged Business Associate to perform services or provide goods, or both pursuant to a separate agreement (the "Services Agreement");

WHEREAS, Covered Entity possesses Protected Health Information (as defined below) ("PHI") under HIPAA (as hereinafter defined), the HIPAA Privacy Regulations (as hereinafter defined), the HIPAA Security Regulations (as hereinafter defined), and the HITECH Standards (as hereinafter defined) and is permitted to use or disclose such information only in accordance with such laws and regulations;

WHEREAS, in connection with such engagement of Business Associate by Covered Entity in order to perform certain of the services or provide certain of the goods, or both, Covered Entity may need to disclose to Business Associate, or Business Associate may need to create on Covered Entity's behalf, certain PHI that is subject to protection under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("HITECH Act"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services to implement certain privacy and security provisions of HIPAA (the "HIPAA Regulations"), codified at 45 C.F.R. Parts 160 and 164; and

WHEREAS, Covered Entity wishes to ensure that Business Associate will appropriately safeguard PHI;

NOW THEREFORE, Covered Entity and Business Associate agree as follows:

1. **Definitions.**

The parties agree that the following terms, when used in this Agreement, shall have the following meanings, provided that the terms set forth below shall be deemed to be modified to reflect any changes made to such terms from time to time as defined in the HIPAA Privacy Regulations, the HIPAA Security Regulations, and the HITECH Standards. Capitalized terms used, but not otherwise defined, in this Agreement shall have the meanings set forth in HIPAA, the HIPAA Regulations and the HITECH Act.

a. "*Breach*" shall have the meaning given to such term in 45 C.F.R. § 164.402, including the acquisition, access, use, or disclosure of PHI in a manner not permitted under 45 C.F.R. Part 164, Subpart E (the "HIPAA Privacy Rule") which compromises the security or privacy of the Protected Health Information. "Breach" shall not include:

(1) Any unintentional acquisition, access, or use of Protected Health Information by a workforce member or person acting under the authority of Covered Entity or Business Associate, if such acquisition, access, or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under the HIPAA Privacy Rule; or

(2) Any inadvertent disclosure by a person who is authorized to access Protected Health Information at Covered Entity or Business Associate to another person authorized to access Protected Health Information at Covered Entity or Business Associate, respectively, or Organized Health Care Arrangement in which Covered Entity participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted under the HIPAA Privacy Rule; or

(3) A disclosure of Protected Health Information where Covered Entity or Business Associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

b. *"Business Associate*" shall have the meaning given to such term in 45 C.F.R. § 160.103, including, with respect to a Covered Entity, a person who:

(1) on behalf of such Covered Entity or of an organized health care arrangement in which Covered Entity participates, but other than in the capacity of a member of the workforce of such Covered Entity or arrangement, performs, or assists in the performance of:

i) function or activity involving the use or disclosure of Individually Identifiable Health Information, including claims processing or administration, data analysis, processing or administration, utilization review, quality assurance, billing, benefit management, practice management, and repricing; or

ii) any other function or activity regulated by the HIPAA Privacy Regulations or HIPAA Security Regulations; or

(2) provides, other than in the capacity of a member of the workforce of such Covered Entity, legal, actuarial, accounting, consulting, Data Aggregation, management, administrative, accreditation, or financial services to or for such Covered Entity, or to or for an organized health care arrangement in which Covered Entity participates, where the provision of the service involves the disclosure of Individually Identifiable Health Information from such Covered Entity or arrangement, or from another Business Associate of such Covered Entity or arrangement, to the person.

c. "*Covered Entity*" shall have the meaning given to such term in 45 C.F.R. § 160.103, including a health plan, a health care clearinghouse, or a health care provider who transmits any health information in electronic form in connection with a transaction covered by the HIPAA Privacy Regulations and HIPAA Security Regulations.

d. "*Data Aggregation*" shall have the meaning given to such term in 45 C.F.R. § 164.501, including, with respect to PHI created or received by a Business Associate in its capacity as the Business Associate of a Covered Entity, the combining of such PHI by the Business Associate with the PHI received by the Business Associate in its capacity as a Business Associate of another Covered Entity, to permit data analyses that relate to the health care operations of the respective Covered Entities.

e. "*Electronic Protected Health Information*" or "*Electronic PHI*" means Protected Health Information that is transmitted by, or maintained in, electronic media as defined in the HIPAA Security Regulations.

f. "*Health Care Operations*" shall have the meaning given to such phrase under the HIPAA Privacy Regulations, including, but not limited to, 45 C.F.R. § 164.501.

g. "*HIPAA*" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.

h. "*HIPAA Privacy Regulations*" means the regulations promulgated under HIPAA by the United States Department of Health and Human Services to protect the privacy of Protected Health Information, including, but not limited to, 45 C.F.R. Part 160 and 45 C.F.R. Part 164, Subpart A and Subpart E.

i. "*HIPAA Security Regulations*" means the regulations promulgated under HIPAA by the United States Department of Health and Human Services to protect the security of Electronic Protected Health Information, including, but not limited to, 45 C.F.R. Part 160 and 45 C.F.R. Part 164, Subpart A and Subpart C.

j. "*HITECH Standards*" means the privacy, security and security Breach notification provisions applicable to a Business Associate under Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH"), which is Title XIII of the American Recovery and Reinvestment Act of 2009 (Public Law 111-5), and any regulations promulgated thereunder.

k. "*Individually Identifiable Health Information*" means information that is a subset of health information, including demographic information collected from an individual, and;

(1) is created or received by a health care provider, health plan, employer, or health care clearinghouse; and

(2) relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and

i) that identifies the individual; or

ii) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

l. "*Protected Health Information*" or "*PHI*" means Individually Identifiable Health Information transmitted or maintained in any form or medium that (i) is received by Business Associate from Covered Entity, (ii) Business Associate creates for its own purposes from Individually Identifiable Health Information that Business Associate received from Covered Entity, or (iii) is created, received, transmitted or maintained by Business Associate on behalf of Covered Entity. Protected Health Information excludes Individually Identifiable Health Information in education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. § 1232g, records described at 20 U.S.C. § 1232g(a)(4)(B)(iv), and employment records held by the Covered Entity in its role as employer.

m. "*Required By Law*" shall have the same meaning as the phrase "required by law" in 45 C.F.R. § 164.103.

n. "*Secretary*" means the Secretary of the U.S. Department of Health and Human Services or his/her designee.

o. "*Security Incident*" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

2. **Status of Parties**.

Business Associate hereby acknowledges and agrees that Covered Entity is a Covered Entity and that Business Associate is a Business Associate of Covered Entity.

3. **Permitted Uses and Disclosures.**

a. *Performance of Services*. Business Associate may use and disclose PHI in connection with its performance of the Services Agreement(s) if such use or disclosure of PHI would not violate HIPAA, the HIPAA Privacy Regulations, or the HITECH Standards if done by Covered Entity or such use or disclosure is expressly permitted under Section 3.b. or 3.c. of this Agreement.

b. *Proper Management and Administration*. Business Associate may use and disclose PHI for the proper management and administration of Business Associate, including in connection with the performance of services related to research and/or healthcare operations or population health planning and as permitted by this Agreement. Business Associate may disclose PHI for such proper management and administration of Business Associate. Any such disclosure of PHI shall only be made if Business Associate obtains satisfactory written assurances from the person to whom the PHI is disclosed that: (1) the PHI will be held confidentially and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person; and (2) Business Associate will be notified by such person of any instances it becomes aware of in which the confidentiality of the PHI has been breached.

c. *Other Permitted Uses and Disclosures*. Unless otherwise limited herein, the Business Associate may also: (i) perform Data Aggregation for the Health Care Operations of Covered Entity; (ii) may use, analyze, and disclose the PHI in its possession for the public health activities and purposes set forth at C.F.R. § 164.512(b); and (iii) de-identify any and all PHI provided that Business Associate implements de-identification criteria in accord with 45 C.F.R. §164.514(b). Business Associate shall not use PHI in any manner that would constitute a violation of the HIPAA Privacy Regulations or the HITECH Act if so used by Covered Entity. Business Associate agrees to limit its use of PHI to the minimum amount necessary to accomplish the intended purpose of the use.

d. *Other Obligations*. To the extent that Business Associate is to carry out one or more obligations of a Covered Entity obligations under the HIPAA Privacy Regulations, Business Associate shall comply with such requirements that apply to Covered Entity in the performance of such obligations.

4. **Nondisclosure.**

a. *Prohibited Uses and Disclosures*. Subcontractor shall not use or further disclose PHI except as permitted or required by this Agreement. Subcontractor shall not use or disclose PHI for fundraising or marketing purposes. In accordance with 45 C.F.R. § 164.522(a)(1)(B)(6),

Subcontractor shall not disclose PHI to a health plan for payment or Health Care Operations purposes if a patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates. Subcontractor shall not sell PHI as provided in 45 C.F.R. § 164.502.

b. *Disclosures Required By Law*. Business Associate shall not, without the prior written consent of Covered Entity, disclose any PHI on the basis that such disclosure is Required By Law without notifying Covered Entity so that Covered Entity shall have an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all alternatives for relief. Business Associate shall require reasonable assurances from persons receiving PHI in accordance with Section 3.b. of this Agreement that such persons will provide Covered Entity with similar notice and opportunity to object before disclosing PHI on the basis that such disclosure is Required By Law.

c. *Additional Restrictions*. If Covered Entity notifies Business Associate that Covered Entity has agreed to be bound by additional restrictions on the uses or disclosures of PHI pursuant to HIPAA, the HIPAA Privacy Regulations or the HITECH Standards, Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions.

5. **Safeguards, Reporting, Mitigation and Enforcement.**

a. *Safeguards*. Business Associate shall use any and all appropriate safeguards to prevent use or disclosure of PHI other than as provided by this Agreement. Business Associate further agrees to use appropriate administrative, physical and technical safeguards to protect the confidentiality, integrity and availability of any Electronic PHI in accordance with the HIPAA Security Regulations and the HITECH Standards.

b. *Business Associate's Agents*. Business Associate shall ensure that any agents, including subcontractors, to whom it provides PHI agree in writing to be bound by the same restrictions and conditions that apply to Business Associate with respect to such PHI; provided, however, that Business Associate shall not disclose or provide access to PHI to any subcontractor or agent.

c. *Reporting*. Business Associate shall report immediately to Covered Entity any use or disclosure of PHI in violation of this Agreement or applicable law of which it becomes aware. Business Associate further agrees to report immediately to Covered Entity any Security Incident (as defined by the HIPAA Security Regulations, as amended) of which it becomes aware. In addition, Business Associate shall immediately report to Covered Entity any Breach consistent with the regulations promulgated under HITECH by the United States Department of Health and Human Services at 45 C.F.R. Part 164, Subpart D.

d. *Mitigation*. Business Associate agrees to mitigate, to the maximum extent practicable, any deleterious effect from any use or disclosure of PHI in violation of this Agreement or applicable law.

e. *Sanctions*. Business Associate shall have and apply appropriate sanctions against any employee, subcontractor or agent who uses or discloses PHI in violation of this Agreement or applicable law.

f. *Covered Entity's Rights of Access and Inspection*. From time to time upon reasonable notice, or upon a reasonable determination by Covered Entity that Business Associate has breached this Agreement, Covered Entity may inspect the facilities, systems, books and records of Business Associate to monitor compliance with this Agreement. The fact that Covered Entity inspects, or fails to inspect, or has the right to inspect, Business Associate's facilities, systems and procedures does not relieve Business Associate of its responsibility to comply with this Agreement, nor does Covered Entity's (1) failure to detect or (2) detection of, but failure to notify Business Associate or require Business Associate's remediation of, any unsatisfactory practices constitute acceptance of such practice or a waiver of Covered Entity's enforcement or termination rights under this Agreement. The parties' respective rights and obligations under this Section 5.f. shall survive termination of the Agreement.

g. *United States Department of Health and Human Services*. Business Associate agrees to keep records, submit compliance reports, and make its internal practices, books and records relating to the use and disclosure of PHI, received from Business Associate or a Covered Entity, or created or received by Subcontractor on behalf of Business Associate or an applicable Covered Entity, available to the Secretary for purposes of the Secretary determining Covered Entity's or Business Associate's compliance with HIPAA, the HIPAA Regulations, and the HITECH Act. Business Associate agrees to cooperate with the Secretary if the Secretary undertakes an investigation or compliance review of Covered Entity. Business Associate shall permit the Secretary access to its facilities, books, records, accounts, and other sources of information, including PHI, during normal business hours. No attorney-client, or other legal privilege will be deemed to have been waived by Business Associate by virtue of this provision of the Agreement. Business Associate shall provide to Covered Entity a copy of any PHI that Business Associate provides to the Secretary concurrently with providing such PHI to the Secretary. The parties' respective rights and obligations under this Section 5.g. shall survive termination of the Agreement.

6. **Obligation to Provide Access, Amendment and Accounting of PHI**.

a. *Individual Requests for Access*. Business Associate shall cooperate with Covered Entity to fulfill all requests by Individuals for access to the Individual's PHI. Business Associate shall cooperate with Covered Entity in all respects necessary for Covered Entity to comply with 45 C.F.R. § 164.524. Business Associate agrees to forward any copies requested by Covered Entity within ten (10) business days of such request. If Business Associate receives a request from an Individual for access to PHI, Business Associate shall immediately forward such request to Covered Entity. Covered Entity shall be responsible for determining the scope of PHI and/or Designated Record Set with respect to each request by an Individual for access to PHI.

b. *Amendment of PHI*. A patient has the right to have a Covered Entity amend his/her PHI, or a record in a Designated Record Set for as long as the PHI is maintained in the Designated Record Set, in accordance with 42 C.F.R. § 164.526. To the extent that Business Associate maintains PHI in a Designated Record Set, Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set at the request of Covered Entity in accordance with 45 C.F.R. § 164.526. Within ten (10) business days following Business Associate's amendment of PHI as directed by Covered Entity, Business Associate shall provide written notice to Covered Entity confirming that Business Associate has made the amendments or addenda to PHI as directed by Covered Entity and containing any other information as may be necessary for Covered Entity to provide adequate notice to the Individual in accordance with 45 C.F.R. § 164.526.

c. *Accounting of Disclosures of PHI*. In the event that Business Associate makes any disclosures of PHI that are subject to the accounting requirements of the HIPAA Privacy Regulations, Business Associate shall report such disclosures to Covered Entity within ten (10) days of such disclosure. The notice by Subcontractor to Business Associate of the disclosure shall include the name of the Individual, the recipient, the reason for disclosure, and the date of the disclosure. Subcontractor shall maintain a record of each such disclosure that shall include: (i) the date of the disclosure, (ii) the name and, if available, the address of the recipient of the PHI, (iii) a brief description of the PHI disclosed and (iv) a brief description of the purpose of the disclosure. Subcontractor shall maintain this record for a period of six (6) years and make it available to Business Associate upon request in an electronic format so that each relevant Covered Entity may meet its disclosure accounting obligations under 45 C.F.R. § 164.528. If a relevant Covered Entity provides a list of its business associates to an Individual in response to a request by an Individual for an accounting of disclosures, and the Individual thereafter specifically requests an accounting of disclosures from Subcontractor, then Subcontractor shall provide an accounting of disclosures to such Individual.

d. *Forwarding Requests From Individual*. In the event that any individual requests access to, amendment of, or accounting of PHI directly from Business Associate, Business Associate shall within two (2) days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or Business Associate to violate HIPAA, the HIPAA Privacy Regulations, or the HITECH Standards, Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

7. **Material Breach, Enforcement and Termination.**

a. *Term*. This Agreement shall be effective as of the Agreement Effective Date, and the term of this Agreement shall be coterminous with the Services Agreement. However, Business Associate shall have a continuing obligation to safeguard the confidentiality of PHI received from Covered Entity after the termination of the Services Agreement(s).

b. *Termination*. Either party may terminate this Agreement:

(1) immediately if non-terminating party is named as a defendant in a criminal proceeding for a violation of HIPAA, the HIPAA Privacy Regulations, the HIPAA Security Regulations, or the HITECH Standards;

(2) immediately if a finding or stipulation that non-terminating party has violated any standard or requirement of HIPAA, HITECH or other security or privacy laws is made in any administrative or civil proceeding in which non-terminating party has been joined; or

(3) pursuant to Sections 7.c. or 8.c. of this Agreement.

c. Remedies.

(1) If Covered Entity determines that Business Associate has breached or violated a material term of this Agreement, Covered Entities may, at its option, pursue any and all of the following remedies:

i) exercise any of its rights of access and inspection under

ii) Section 5.f. of this Agreement;

iii) take any other reasonable steps that Covered Entity, in its sole discretion, shall deem necessary to cure such breach or end such violation; and/or

iv) terminate this Agreement immediately.

(2) If Business Associate determines that Covered Entity has breached or violated a material term of this Agreement, Business Associate may, at its option, pursue any and all of the following remedies:

i) take any reasonable steps that Business Associate, in its sole discretion, shall deem necessary to cure such breach or end such violation; and/or

ii) terminate this Agreement immediately.

d. *Knowledge of Non-Compliance*. Any non-compliance by either party with this Agreement or with HIPAA, the HIPAA Privacy Regulations, the HIPAA Security Regulations, or the HITECH Standards automatically will be considered a breach or violation of a material term of this Agreement if breaching party knew or reasonably should have known of such non-compliance and failed to immediately take reasonable steps to cure the non-compliance.

e. *Reporting to United States Department of Health and Human Services*. If either party's efforts to cure any breach or end any violation are unsuccessful, and if termination of this Agreement is not feasible, the non-breaching party shall report breaching party's breach or violation to the Secretary of HHS, and such breaching party agrees that it shall not have or make any claim(s), whether at law, in equity, or under this Agreement, against non-breaching party with respect to such report(s).

f. *Return or Destruction of Records*. Upon termination of this Agreement for any reason, Business Associate shall return or destroy, as specified by Covered Entity, all PHI that Business Associate still maintains in any form, and shall retain no copies of such PHI. If Covered Entity, in its sole discretion, requires that Business Associate destroy any or all PHI, Business Associate shall certify to Covered Entity that the PHI has been destroyed. If return or destruction is not feasible, Business Associate shall inform Covered Entity of the reason it is not feasible and shall continue to extend the protections of this Agreement to such information and limit further use and disclosure of such PHI to those purposes that make the return or destruction of such PHI infeasible, for so long as Business Associate maintains such PHI.

g. *Injunctions*. Covered Entity and Business Associate agree that any violation of the provisions of this Agreement may cause irreparable harm to Covered Entity. Accordingly, in addition to any other remedies available to Covered Entity at law, in equity, or under this Agreement, in the event of any violation by Business Associate of any of the provisions of this Agreement, or any explicit threat thereof, Covered Entity shall be entitled to an injunction or other decree of specific performance with respect to such violation or explicit threat thereof, without any bond or other security being required and without the necessity of demonstrating actual damages. The parties' respective rights and obligations under this Section 7.g. shall survive termination of the Agreement.

h. *Indemnification*. In the event the Services Agreement provides for indemnification of the Parties or a Party, then provisions of this Section 7 shall control with respect to the matters

contained in this Agreement. Each Party (the "Indemnifying Party") shall indemnify, hold harmless and defend the other Party (the "Indemnified Party") from and against any and all claims, actual and direct losses, liabilities, costs and other expenses (including reasonable attorney's fees) resulting from, or relating to, the Indemnifying Party's negligence or wrongful acts or omissions, including the Indemnifying Party's failure to perform its obligations under this Agreement, in connection with the Indemnifying Party's representations, duties and obligations of Indemnifying Party under this Agreement. The parties' respective rights and obligations under this Section 7.h. shall survive termination of the Agreement.

8. **Miscellaneous Terms.**

a. *State Law*. Nothing in this Agreement shall be construed to require Business Associate to use or disclose PHI without a written authorization from an individual who is a subject of the PHI, or written authorization from any other person, where such authorization would be required under state law for such use or disclosure.

b. *Governing Law*. This Agreement shall be governed by and construed in accordance with the laws of the State of California to the extent that the provisions of HIPAA, the HIPAA Regulations or the HITECH Act do not preempt the laws of the State of California.

c. *Amendment*. Covered Entity and Business Associate agree that amendment of this Agreement may be required to ensure that Covered Entity and Business Associate comply with changes in state and federal laws and regulations relating to the privacy, security, and confidentiality of PHI, including, but not limited to, changes under the HIPAA Privacy Regulations, the HIPAA Security Regulations, and the HITECH Standards. Either party may terminate this Agreement upon thirty (30) days written notice in the event that the non-terminating party does not promptly enter into an amendment that terminating party, in its sole discretion, deems sufficient to ensure that it will be able to comply with such laws and regulations. This Agreement may not otherwise be amended except by written agreement between both parties.

d. *No Third Party Beneficiaries*. Nothing express or implied in this Agreement is intended or shall be deemed to confer upon any person other than Covered Entity and Business Associate, and their respective successors and assigns, any rights, obligations, remedies or liabilities whatsoever.

e. *Ambiguities*. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with applicable law protecting the privacy, security and confidentiality of PHI, including, but not limited to, HIPAA, the HIPAA Privacy Regulations, the HIPAA Security Regulations, and the HITECH Standards.

f. *Primacy*. To the extent that any provisions of this Agreement conflict with the provisions of any other agreement or understanding between the parties, this Agreement shall control with respect to the subject matter of this Agreement.

g. *Ownership of PHI*. As between Covered Entity and Business Associate, Covered Entity holds all right, title and interest in and to any and all PHI received by Business Associate from, or created or received by Business Associate on behalf of, Covered Entity, and Business Associate does not hold, and will not acquire by virtue of this Agreement or by virtue of providing any services or goods to Covered Entity, any right, title or interest in or to such PHI or any portion thereof. Except as specified in Section 3.c. of this Agreement or as otherwise agreed to in writing by both parties, Business Associate shall have no right to compile and/or distribute any statistical

analysis or report utilizing such PHI, any aggregate information derived from such PHI, or any other health and medical information obtained from Covered Entity.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Agreement Effective Date.

COVERED ENTITY

Salinas Valley Memorial Healthcare System

Signature:

_____

Name: Pete Delgado

Title: President/CEO

BUSINESS ASSOCIATE

COPE Healthcare Consulting Inc. dba COPE Health Solutions

Signature:

_____

Name: Allen Miller

Title: Chief Executive Officer

Justification for Sole Source Form

To: Contract Review Committee

From: Adrienne Laurent/Administration

Type of Purchase: (Check One)

☐Non-Medical, Non-Surgical Equipment/Supplies >= $25,000
☐Data Processing/Telecommunication Goods >= $25,000
☐Medical/Surgical – Supplies/Equipment >= $25,000
✹Purchased Services >= $350,000

Total Cost $:	$702,360
Vendor Name:	Cope Health Solutions
Agenda Item:	Consider Recommendation for Board Approval of the Educational Services Agreement with Cope Health Solutions

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

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

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

☐Existing SVMHS equipment, inventory, custom-built information system, custom built data inventory system, or similar products or programs. **Describe.**

✹Uniqueness of the service. **Describe.**

Cope Health Solutions provides a unique workforce development and leadership training program that will enable Salinas Valley Memorial Healthcare System to train local high school students, college students, and career changers for the important work of healthcare services. Cope Health Solutions provides a turnkey, tailored workflow design that has proven successful in other markets facing the same workforce challenges we face. Because our organization has an existing relationship with Cope Health Solutions, our partner in creating the SVMHS Strategic Plan, they have a unique understanding of our organization and our needs, invaluable information as we work together to create a model program.

☐SVMHS has established a standard for this manufacturer, supplier or provider and there is only one vendor. **Describe.**

☐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, please **describe**:

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

Submitter Signature_____Date:_____

PERSONNEL, PENSION AND INVESTMENT COMMITTEE

Minutes from the April 26, 2022 meeting of the Personnel, Pension and Investment Committee will be distributed at the Board Meeting

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

(REGINA M. GAGE)

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

Board Paper: Personnel, Pension and Investment Committee

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

Executive Sponsor: Allen Radner, MD, Chief Medical Officer
Stacey Callahan, Physician Services Coordinator

Date: April 13, 2022

Executive Summary

In consultation with members of the medical staff, hospital executive management has identified the recruitment of a physician specializing in family practice as a recruiting priority for the hospital's service area. Based on the Medical Staff Development Plan, completed by ECG Management Group in October 2019, the specialty of Family Medicine is recommended as a top priority for recruitment. Adding a family practice physician will have a significant impact on reducing the current average wait time for a new patient appointment at Salinas Valley Medical Clinic.

The recommended physician, Maija Swanson, MD, received her Doctor of Medicine degree in 2018 from Rush University Medical College in Chicago. Dr. Swanson completed her Family Medicine Residency at Saint Joseph Hospital in Denver and is Board certified by the American Board of Family Medicine. She will graduate from the Maternity Care and Obstetrics Fellowship Program at Saint Joseph Hospital this August. Dr. Swanson speaks conversational and medical Spanish. She plans to join SVMC PrimeCare in October.

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**. The proposed professional services agreement includes the following terms:
   - Professional Services Agreement that provides W-2 relationship for IRS reporting
   - Two (2) year term for the PSA
   - 1.0 Full-Time Equivalent (FTE)
   - Base guarantee salary of two hundred sixty-five thousand dollars ($265,000) per year, and to the extent it exceeds the base salary, productivity compensation of fifty seven dollars and sixty five cents ($57.65) work Relative Value Unit (wRVU)
   - Access to SVMHS Health Plan. Physician premium is projected based on 15% of SVMHS cost
   - Access to SVMHS 403(b) and 457 retirement plans. 5% base contribution to 403b plan that vests after three years. Based on federal contribution limits this contribution is capped at fifteen thousand two hundred fifty dollars ($15,250) annually
   - Four (4) weeks off for vacation
   - Two thousand dollars ($2,000) annual stipend for Continuing Medical Education (CME)
   - The physician will receive professional liability coverage through BETA Healthcare Group

2. **Recruitment Agreement** that provides a sign-on bonus of fifty thousand dollars ($50,000) and is structured as forgivable loan over 2 years of service to SVMHS.

Meeting our Mission, Vision, Goals
Strategic Plan Alignment:

The recruitment of Dr. Swanson is aligned with our strategic priorities for the growth and finance pillars. We continue to develop Salinas Valley Medical Clinic 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 opening up access to care regardless of insurance coverage or ability to pay for services.

Pillar/Goal Alignment:

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

Financial/Quality/Safety/Regulatory Implications

The addition of Dr. Swanson to SVMC has been identified as a need for recruitment while also providing additional resources and coverage for the SVMC PrimeCare Salinas practice.

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

Recommendation

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

1. **The Findings Supporting Recruitment of Maija Swanson, MD,**
   - **That the recruitment of a family medicine physician to Salinas Valley Medical Clinic 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. Swanson; and**
3. **The Contract Terms of the Family Medicine Professional Services Agreement for Dr. Swanson.**

Attachments

(1) Curriculum Vitae – Maija Swanson, MD

MAIJA SWANSON

EDUCATION

Maternity Care and Obstetrics Fellowship, Denver, CO **August 2021 – Present**
Saint Joseph Hospital Family Medicine Residency, Fellow and Junior Faculty Member

Saint Joseph Hospital Family Medicine Residency, Denver, CO **June 2018 – June 2021**
Board certified in Family Medicine, May 2021 - Present

Rush University Medical College, Chicago, IL **August 2014 – April 2018**
Doctor of Medicine
Awards/Honors: Family Medicine Leads Scholarship, Nidhi K. Watson Student Travel Scholarship, Dean's Office Summer Research Fellowship

Santa Clara University, Santa Clara, CA **September 2008-June 2012**
Bachelor of Science in Biology, Minors in Public Health Sciences and in Religious Studies
Awards/Honors: Cum Laude, Biological Honors Society (Tri-Beta), Santa Clara Panhellenic Honors Society, Religious Studies Honor Society (Theta Alpha Kappa), Dean's Scholar

LICENSES AND CERTIFICATIONS

- Colorado State Full Medical License, exp. April 2023
- DEA license, exp. February 2023
- Advanced Cardiac Life Support, exp. July 2022
- Neonatal Resuscitation Program Certification, exp. July 2022
- Advanced Life Support in Obstetrics Certification, exp. June 2024
- Pediatric Advanced Life Support Certification, exp. October 2022
- Advanced Trauma Life Support, exp. September 2024

RESEARCH PRESENTATIONS AND PUBLICATIONS

Swanson, M, Bovet, C, Harper, M. Improving Rates of Low Dose Aspirin Initiation in Patients at Risk for Preeclampsia. *STFM Annual Conference, June 2021*

Roberts, M, Weeks, S, **Swanson, M**, Carpenter, R, Seitz, K. As You Wish: Improving Discussion and Documentation of MDPOA at Time of Admission on a Resident-Staffed Inpatient Service. *Oral presentation at the Society of Teachers in Family Medicine Annual Spring Conference, August 2020*

Swanson, M, Bovet, C, Harper, M. Improving Rates of Low Dose Aspirin Initiation in Patients at Risk for Preeclampsia. *"Shark Tank" at the 27th annual Rocky Mountain Research Forum, May 2020*

Wade, L, **Swanson, M,** Thomas, L, Yerelian, E. Who Ya Gonna Call? Increasing MDPOA Documentation with a Dedicated Clinic Workflow. *"Shark Tank" Presentation at the 26th annual Rocky Mountain Research Forum, Denver, CO, May 2019*

O'Keefe, J. A., Robertson, E. E., Ouyang, B., Carns, D., McAsey, A., Liu, Y., **Swanson, M.,** ... & Hall, D. A. (2018). Cognitive function impacts gait, functional mobility and falls in fragile X-associated tremor/ataxia syndrome. *Gait & Posture*, 66, 288-293.

Swanson M, Parish A, Chapman-Gould J. videoPEACH: Using Mobile Video in the Hospital. *Workshop at the annual Humanities in Medicine Symposium, Rochester, MN October 2017*

Swanson M. The Importance of a Holistic and Patient-Centered Approach to Breast Cancer Management. *Poster presentation at the Rush Medical College Capstone Symposium, Chicago, IL, May 2017*

Swanson M, Robertson-Dick E, Berry-Kravis E, Hall DA, O'Keefe JA. Lower executive function negatively impacts gait and balance in Fragile X premutation carriers with and without fragile X-associated tremor/ataxia syndrome (FXTAS). *Oral and poster presentations at the American Academy of Neurology Annual Meeting, Vancouver, BC, April 2016*

RESIDENCY LECTURE PRESENTATIONS

Labor curves and labor dystocia, Hypertensive urgency and emergency, An integrative approach to dietary counseling, Knot tying, Preeclampsia, Performing a thoracentesis

PROCEDURAL COMPETENCIES

Current

- Punch, shave and excision biopsy
- Lipoma removal
- Nexplanon placement and removal
- IUD placement and removal
- Endometrial biopsy
- Obstetric ultrasound: dating scan, growth scan, cervical length, biophysical profile
- Joint and soft tissue injections
- Splinting and casting
- Laceration repair
- Circumcision
- Paracentesis
- Thoracentesis
- Central line placement
- Intubation and ventilator management
- Lumbar puncture

Planned Competency During Fellowship

- Cesarean delivery
- Vacuum assisted vaginal delivery
- External cephalic version
- Colposcopy
- LEEP
- Vasectomy

VOLUNTEER AND LEADERSHIP EXPERIENCE

Saint Joseph Hospital Family Medicine Residency

- **Faculty Education Committee,** August 2021 – Present
- **Program Evaluation Committee Resident Member,** November 2019 – June 2021
- **Family Medicine Service Improvement Workgroup,** March 2019 – June 2021
- **Obstetrics Emphasis Track,** January 2019 – June 2021
- **Family Medicine Resident Wellness Committee,** December 2018 – June 2021
- **Saint Joseph Hospital GME Wellness Committee,** December 2018 – June 2021
- **Integrative Medicine Emphasis Track,** June 2018 – June 2021

Rush University Medical College

- **Core Curriculum Workgroup Member,** March 2015 – April 2018
- **Anatomy Tutor,** September 2015 – March 2016
- **Dean's Office Summer Research Fellow,** May 2015 – August 2015
- **Careers in Medicine Interest Group Leader,** January 2015 – January 2016
- **Free Clinic Volunteer and Scheduling Coordinator,** November 2014 – April 2018
- **videoPEACH Rush Community Services Initiative Program Volunteer,** October 2014 – April 2018

HOBBIES AND INTERESTS

Cooking, gardening, hiking, backpacking, skiing, conversational and medical Spanish, travel

Board Paper: Personnel, Pension and Investment Committee

Agenda Item: **Consider Recommendation for Board Approval of (i) Contract Terms and Conditions for a Hospitalist Professional Services Agreement for Carolina Zanevchic, MD and (ii) Terms and Conditions for Dr. Zanevchic's COVID-19 Physician Loan Agreement**

Executive Sponsor: Allen Radner, MD, Chief Medical Officer
Stacey Callahan, Physician Services Coordinator

Date: April 13, 2022

Executive Summary

The hospitalist program for Salinas Valley Memorial Healthcare System (SVMHS) operates under Salinas Valley Medical Clinic (SVMC). The SVMC Hospitalist Program focuses on increasing patient satisfaction and referring-provider satisfaction, and improved retention of hospitalist physician staff. Due to the growth SVMHS has experienced in the adult daily census at the hospital, the need to recruit and retain hospitalists to the program remains a priority. In addition, due to the COVID-19 pandemic there is a shortage of and need for hospitalist physicians to cover the SVMHS service area. This shortage jeopardizes SVMHS' ability to provide necessary healthcare services to the inpatients at Salinas Valley Memorial Hospital. Furthermore, one of the current full-time hospitalists will be relocating out of the area this fall emphasizing the need to recruit another hospitalist to the program.

The recommended physician, Dr. Carolina Zanevchic, MD received her Doctor of Medicine degree in Moldova. She continued her medical training in Illinois and completed her Family Medicine Residency at Loyola University Medical Center Cook County in 2017. Since completing her Family Medicine training, Dr. Zanevchic has been working as a hospitalist at Natividad Medical Center. Dr. Zanevchic is Board Certified by the American Board of Family Medicine and will join the SVMC Hospitalist Medicine program in September.

Terms and Conditions of Agreements

1. **Hospitalist Professional Services Agreement** Essential Terms and Conditions:
   - Professional Services Agreement (PSA) with Standard Terms and Conditions that provides W-2 reporting of physician compensation as an independent contractor
   - Two (2) year term for the PSA
   - Physician compensation for services under the PSA in the amount of $149.96 per hour for the hours of 7am-7pm, and $159.96 per hour for the hours of 7pm-7am
   - Expectation of the fifteen (15) twelve (12) hour shifts per month and no less than one hundred eighty (180) twelve (12) hour shift per year
   - Hospitalist shifts in excess of one hundred eighty (180) twelve (12) hour shifts per year, will be compensated at an additional $70.00 per hour credited during each excess shift
   - 1.0 Full-Time Equivalent (FTE)
   - Eligible to participate in the Performance Incentive Program. Eligibility requirements of at least one thousand (1,000) hours worked during the measurement period and a current PSA at time of payment
   - Access to SVMHS Health Plan. Physician premium is projected based on 15% of SVMHS cost
   - Access to SVMHS 403(b) and 457 retirement plans. Five percent (5%) base contribution to 403b plan that vests after three (3) years. Based on federal contribution limits this contribution is capped at fifteen thousand two hundred fifty dollars ($15,250.00) annually
   - CME Stipend. Two thousand dollars ($2,000) annual stipend for Continuing Medical Education (CME).

- Professional Liability Coverage. Occurrence-based professional liability policy through BETA Healthcare Group.

2. **COVID-19 Physician Loan Agreement** Essential Terms and Conditions:

- CMS has issued blanket waivers of sanctions under the physician self-referral law for COVID-19 Purposes. These blanket waivers provide vital flexibility for physicians and providers in the fight against COVID-19. Pursuant to these COVID-19 Blanket Waivers, SVMHS is permitted to extend a loan in the amount of twenty-five thousand dollars ($25,000.00) to Dr. Zanevchic to secure her services as a Hospitalist with SVMC.
- The COVID-19 Physician Loan is secured by a personal promissory note for the full amount of the loan. The loan is forgiven over the period of two (2) years of service provided by Dr. Zanevchic to SVMHS as permitted under the CMS COVID-19 Blanket Waivers.

Meeting our Mission, Vision, Goals

Strategic Plan Alignment:

The addition of Dr. Zanevchic to the SVMC Hospitalist program is aligned with SVMHS' strategic priorities for service, quality, finance and growth pillars. We continue to develop SVMC 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 opening up access to care regardless of insurance coverage or ability to pay for services.

Pillar/Goal Alignment:

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

Financial/Quality/Safety/Regulatory Implications

The compensation proposed in the PSA has been reviewed by HealthWorks, an independent valuation and compensation consulting firm, to confirm that the terms contemplated are both commercially reasonable and fair market value.

Recommendation

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

1. **The Contract Terms and Conditions of the Hospitalist Professional Services Agreement for Dr. Zanevchic as presented in this Board Paper.**

2. **The Contract Terms and Conditions of the COVID-19 Physician Loan Agreement for Dr. Zanevchic as presented in this Board Paper.**

Attachments

- Curriculum Vitae for Carolina Zanevchic, MD

CURRICULUM VITAE

Carolina Zanevchic RN, MSN, FNP*-BC**, ***MD

Objective: Hospitalist

Medical training

07/2017- 06/2018	Doctorate of Medicine Cook County Family Medicine Residency Program, Chicago, IL
07/2016-06/2017	Loyola Cook County Family Medicine Residency Program, Chicago, IL Inpatient and outpatient rotations at Loyola University Medical Center, Edward Hines Veterans Administration Hospital, Cook County Hospital, Near South Health Center.
07/2015 – 06/2016	Swedish Covenant Hospital Family Medicine Residency, IL Continuity clinics at Erie Family Health Center (Foster Avenue site; FQHC)

Education

06/2011	DePaul University, Chicago, IL Family Nurse Practitioner – Board Certified
06/2009	DePaul University, Chicago, IL Nursing, MSN
09/2001	Robert Morris University, Chicago, IL Health Care Management, BBA
07/1999	Robert Morris College, Chicago, IL Medical Assistance, AAS
06/1996	State Medical and Pharmaceutical University, Chisinau, Moldova Doctorate of Medicine

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Licenses:

11/2021 -present	Licensure State of Florida Medical Board #ME153771
12/2017- present	Licensure State of California Medical Board #A153249
06/2017- present	ACLS and BLS certified
09/2011- present	Family Nurse Practitioner-Board Certified, Illinois -active
07/2009- present	Registered Nurse, Illinois - active

Certification:

11/2018	American Board of Family Medicine #1058994579
11/2012	Fundamentals of Clinical Research course/certification
09/2011	NPI # 1518236892
06/2011	Advance Nurse Practitioner (FNP)

Professional positions:

08/2018-present	Sound Physicians. Natividad Medical Center, Salinas, CA Hospitalist Graduate Medical Education Committee and Medical staff quality review committee member

9/22/14 – 6/29/15	Weiss Hospital, Chicago IL Family Nurse Practitioner General/Vascular/Urology Surgery
3/5/12 – 9/19/14	University of Chicago, Chicago, IL Family Nurse Practitioner Neuro Interventional Radiology
10/11- 3/2/12	Private Practice, Urology, Evanston, IL Family Nurse practitioner
08/09- 3/1/12	Swedish Covenant Hospital, Chicago, IL Registered Nurse, Medical-Surgical Unit
05/00- 07/2009	Robert Morris University, Chicago, IL Senior Admissions Counselor/Instructor Surgical Technology/Nursing Coordinator/ Faculty member

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Honors and awards

2020-2021	Natividad Family Medicine residency program teaching award
2008	Sigma Theta Tau International
2005	Winner of 2004 Vice President's Award. Robert Morris University
2003	Winner of 2003 Award. Robert Morris University
Membership:	AAFP Society of Hospital Medicine
Language:	Russian – (Native speaking) Romanian – (Fluent) Spanish- currently in learning process
Additional Skills:	Proficient in Cerner, Meditech and working knowledge in EPIC
Citizenship status:	Citizen of United States of America
Interests/Hobbies:	Traveling, Dancing, Asian Art
References:	available upon request

TRANSFORMATION, STRATEGIC PLANNING AND GOVERNANCE COMMITTEE

Minutes from the April 27, 2022 meeting of the Transformation, Strategic Planning, and Governance Committee will be distributed at the Board Meeting

(JOEL HERNANDEZ LAGUNA)

RESOLUTION NO. 2022-07
OF THE BOARD OF DIRECTORS OF
SALINAS VALLEY MEMORIAL HEALTHCARE SYSTEM

PROCLAIMING A LOCAL EMERGENCY, RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY GOVERNOR'S STATE OF EMERGENCY DECLARATION ON MARCH 4, 2020, AND AUTHORIZING REMOTE TELECONFERENCE MEETINGS FOR THE PERIOD APRIL 29, 2022 THROUGH MAY 28, 2022

WHEREAS, Salinas Valley Memorial Healthcare System ("District") is a public entity and local health care district organized and operated pursuant to Division 23 of the California Health and Safety Code;

WHEREAS, the District Board of Directors is committed to preserving and nurturing public access and participation in its meetings;

WHEREAS, all meetings of the District's governing body are open and public, as required by The Ralph M. Brown Act, so that members of the public may attend, participate, and observe the District's public meetings;

WHEREAS, The Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions;

WHEREAS, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558;

WHEREAS, a proclamation is made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the boundaries of the District, caused by natural, technological, or human-caused disasters;

WHEREAS, it is further required that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees;

WHEREAS, such conditions now exist within the District Boundaries of Salinas Valley Memorial Healthcare System;

WHEREAS, the District Board of Directors does hereby acknowledge the current state of emergency and is following the September 22, 2021 recommendation by the Monterey County Health Department that public agencies continue to utilize remote meetings for the purpose of preventing the transmission of COVID-19;

WHEREAS, as a consequence of the local emergency, the District Board of Directors may conduct meetings without compliance with Government Code Section 54953(b)(3), as authorized by Section 54953(e), and that the District shall comply with the requirements to provide the public with access to the meetings pursuant to Section 54953(e) (2);

WHEREAS, meetings of the District Board of Directors will be available to the public via zoom link listed on the agenda;

NOW THEREFORE IT IS HEREBY ORDERED AND DIRECTED THAT:

1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

2. Proclamation of Local Emergency. The District hereby proclaims that a local emergency continues to exist throughout Monterey County, and as of September 22, 2021, the Monterey County Health Department continues to recommend that physical and social distancing strategies be practiced in Monterey County, which includes remote meetings of legislative bodies, to the extent possible.

3. Ratification of Governor's Proclamation of a State of Emergency. The District hereby ratifies the Governor of the State of California's Proclamation of State of Emergency, effective as of its issuance date of March 4, 2020.

4. Remote Teleconference Meetings. The District Board of Directors is hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of The Brown Act.

5. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) April 29, 2022, or (ii) such time the District adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the District may continue to meet via teleconference meeting all the requirements of Section (3)(b).

This Resolution was adopted at a duly noticed Regular Meeting of the Board of Directors of the District on April 28, 2022, by the following vote.

AYES:
NOES:
ABSTENTIONS:
ABSENT:

_____
Board Member
Salinas Valley Memorial Healthcare System

Salinas Valley Memorial Healthcare System

Medical Executive Committee Summary – April 14, 2022

Items for Board Approval:

Credentials Committee

Initial Appointments:

APPLICANT	SPECIALTY	DEPT	PRIVILEGES
Bownds, Shannon, MD	Radiology	Surgery	Remote Radiology
Ecarma, Alex, MD	Internal Medicine	Medicine	Adult Hospitalist

Reappointments:

APPLICANT	SPECIALTY	DEPT	PRIVILEGES
Apaydin, Aytac, MD	Urology	Surgery	Urology
Boddy, Mark, MD	Maternal Fetal Medicine	Ob/Gyn	Maternal Fetal Medicine.
Delgado, Victor, MD	Family Medicine	Medicine	Adult Hospitalist
Ginsburg, Jerry, MD	Cardiology	Medicine	Cardiology
Gregorius, Stephen, MD	Orthopedic Surgery	Surgery	Orthopedic Surgery Taylor Farms Family Health & Wellness Center: Orthopedic Surgery
Jones, Kenneth, MD	Obstetrics & Gynecology	Obstetrics & Gynecology	Obstetrics and Gynecology
Kaufman, Bruce, DO	Internal Medicine	Medicine	Adult Hospitalist
Kruszynska, Yolanta, MD	Endocrinology	Medicine	Medicine Active Community
May, Megan, MD	Nephrology	Medicine	Nephrology
Meyerhoff, Karen, MD	Anesthesiology Critical Care	Anesthesiology	Anesthesiology Critical Care/Pulmonary Medicine
Ngo, Khanh, MD	Anesthesiology	Anesthesiology	Anesthesiology
Phan, Dennis, MD	Nephrology	Medicine	Nephrology General Internal Medicine: Core
Rode, Martha, MD	Maternal Fetal Medicine	Ob/Gyn	Maternal Fetal Medicine
Semer, Nadine, MD	Palliative Medicine	Medicine	Palliative Medicine
Shah, Pir, MD	Interventional Cardiology	Medicine	Cardiology Interventional Cardiology
Tonkin, Gabriel, MD	Emergency Medicine	Emergency Medicine	Emergency Medicine
Wong, Patrick, MD	Physical Med & Rehabilitation	Medicine	Medicine Active Community

Staff Status Modifications:

NAME	SPECIALTY	RECOMMENDATION
Garcia, Luis, MD	Maternal and Fetal Medicine	Provisional to Consulting Staff
Goodwein, Shelley, MD	Ob/Gyn	Provisional to Active Staff
Kasting, David, MD	Neonatologist	Active Community to Emeritus Staff effective 04/30/22
Lepp, Nathaniel, MD	Family Medicine	Leave of Absence effective 03/28/22
Tom, Paul, DPM	Podiatrist	Active Community to Emeritus Staff effective 04/30/22
Barbash, Andrew, MD	Tele-Neurology	Resignation effective 2/19/2022.
Kazem, Fatima, MD	Tele-Radiology	Resignation effective 3/1/2022.

Interdisciplinary Practice Committee

Initial Appointment:

NAME	SPECIALTY	DEPARTMENT	SUPERVISING PHYSICIAN(S)
Cobb, Katie, PA-C	Physician Assistant	Medicine	Physician Assistant: Core

Reappointment:

NAME	SPECIALTY	DEPARTMENT	SUPERVISING PHYSICIAN(S)
McClain, Margaret, PA-C	Physician Assistant	Surgery	Vincent DeFilippi, MD
Newman, Dana, PA-C	Physician Assistant	Emergency Medicine	Rakesh Singh, MD

Staff Status Modifications:

NAME	SPECIALTY	RECOMMENDATION
Ayerza, Joshua, PA-C	Emergency Medicine	Resignation effective 4/26/2022
Hurd, Sarah, PA-C	Surgery	Resignation effective 4/30/2022
Waddle, Dudley, NP	Medicine	Resignation effective 4/1/2022

Policies/Plans: ***(Attached)***

A. 2022 Risk Management Plan
B. Andexanet alfa (Andexxa) Policy
C. Electrocardiogram Nursing Standardized Procedure – Emergency Department

Informational Items:

I. Committee Reports:

Quality and Safety Committee Reports:

a. Environment of Care Annual Report
b. Risk Management and Patient Safety
c. Safety and Reliability
d. Chest Pain/STEMI Program
e. Total Joint Replacement Program
f. Pharmacy, Therapeutics and Infection Control
g. Employee Health Injury Summary 2021

II. Other Reports:

a. Financial Update/Daily Dashboard Review - February 2022
b. Executive Update
c. Summary of Executive Operations Committee Meetings
d. Summary of Medical Staff Department/Committee Meetings
e. Medical Staff Treasury 04/08/2022
f. Medical Staff Statistics
g. HCAHPS Update 04/06/2022

III. Order Sets/Treatment Plans Approved:

Andexanet alfa (Andexxa) Order Set

Salinas Valley Memorial Healthcare System

RISK MANAGEMENT PLAN

2022

Table of Contents

I. SCOPE

A. Enterprise Risk Management is a systematic process of identifying events, evaluating and reducing losses associated with patient, personnel or visitor injuries, property loss or damages and other sources of potential legal liability.
B. The Risk Management Program Plan is enacted to protect Salinas Valley Memorial Healthcare System (SVMHS) and all entities under their purview against the adverse consequences of accidental losses, regardless of source, effectively managing losses that may occur, and to enhance the continuous improvement of patient care services in a safe healthcare environment.
C. The CEO and Board of Directors have given the authority to the Risk Management Division to implement, monitor and track the elements of the Enterprise Risk Management Program under cover of this plan.
D. This enterprise risk management framework is geared to achieving the entity's objectives, set forth in four categories:
    i. *Strategic* – high-level goals, aligned with and supporting its mission
    ii. *Operations* – effective and efficient use of its resources
    iii. *Reporting* – reliability of reporting
    iv. *Compliance* – compliance with applicable laws and regulations.
E. The Risk Management Program Plan is organization wide and applies to all departments, programs and services at SVMHS. The scope of the program will encompass the patient population, employees, visitors, volunteers, students and other personnel providing services at SVMHS including medical staff. SVMHS has entities other than the acute care hospital under the Health System purview and these SVMHS entities adhere to this Risk Management Program Plan.
F. The Risk Management Program Plan establishes an approach to monitoring, evaluating, and managing risks throughout the organization. A risk is an uncertain event or condition that, if it occurs, has a negative or positive effect on the organization.

II. OBJECTIVES/GOALS

A. In order to approach the process of Risk Management systematically, SVMHS utilizes the following four-step model for Risk Management
    1. The identification of risks
    2. The analysis of the risk identified
    3. The treatment of risks
    4. The evaluation of risk treatment strategies
B. This model assists in setting priorities for Risk Management activities and ensures a comprehensive Risk Management effort. Any single strategy or combination of the above Risk Management strategies may be employed to best manage a given situation.

C. **Risk Identification:**

1. Risk Identification is the process whereby awareness of risks in the health care environment that constitute potential loss exposures for the facility is identified.
2. The following information services may be utilized to identify potential risks:
   a. Identification of trends through the incident reporting system
   b. Patient, visitor, staff and physician complaint reports
   c. Performance improvement functions
   d. Peer review activities
   e. Informal discussions with management and staff members

D. **Risk Analysis:**

1. Risk Analysis is the process of determining the potential severity of the loss associated with an identified risk and the probability that such a loss will occur. These factors establish the seriousness of a risk and will guide management in the selection of an appropriate risk treatment strategy.

E. **Risk Treatment:**

1. Risk Treatment refers to the range of choices available to leadership in handling a given risk. Risk Treatment strategies include the following:

   a. Risk acceptance involves assuming the potential loss associated with a given risk and making plans to cover any financial consequence of such losses.
   b. Risk avoidance is a strategy utilized when a given risk poses a particularly serious threat that cannot be effectively reduced, and the conduct or service giving rise to the risk may perhaps be avoided.
   c. Risk reduction or minimization involves various loss control strategies aimed at limiting the potential consequences or frequency of a given risk without totally accepting or avoiding the risk. Strategies may include system redesign, staff education, policy and procedure revision and other interventions aimed at controlling adverse occurrences without completely eliminating risk activities.

F. **Risk Management Evaluation:**

1. The final step in the Risk Management process is risk management evaluation. The effectiveness of the techniques employed to identify, analyze and treat risks are assessed and further action taken when warranted. If improvement and/or resolution of the risk are evident, additional follow-up will be done at predetermined intervals to evaluate continued improvement. This evaluation is in concert with the Salinas Valley Memorial Hospital Patient Safety Program Plan and Quality Assessment and Performance Improvement Plan.

III. DEFINITIONS

A.

IV. PLAN MANAGEMENT

A. **Plan Elements**

1. The Risk Management Program is concerned with a variety of issues and situations that hold the potential for liability or losses for the hospital/organization. It addresses the following categories of risk:

<u>Patient-Related Risks, including but not limited to:</u>
- Patient Safety and all elements therein
- Policies and Procedures
- Licensing and Accreditation processes
- Confidentiality and appropriate release of patient medical information/protected health information (PHI)
- Patient Rights
- The securing of appropriate informed patient consent for medical treatment
- Nondiscriminatory treatment of patients, regardless of race, religion, national origin or payment status
- Protections of patient valuables from loss or damage

<u>Medical Staff-Related Risks</u>
- Medical Staff peer review and quality/performance improvement activities
- Confidentiality and protection of the data obtained
- Medical Staff credentialing, appointment and privileging processes

<u>Employee -Related Risks</u>
- Maintaining a safe work environment
- Reduction of the risk of occupational illnesses and injury
- Provision for the treatment and compensation of workers who suffer on-the-job injuries and work-related illnesses
- Ensuring nondiscrimination in recruitment, hiring and promotion of employees

<u>Technology</u>
- Maintaining Risk Management Information Systems (RMIS), Electronic Health Records (EHR)
- Meaningful Use, social networking and cyber liability.

Strategic

- Managed care relationships/partnerships
- Mergers, acquisitions, divestitures, joint ventures, affiliations and other business arrangements
- Contract administration

Financial

- Access to capital or external financial ratings through business relationships or the timing and recognition of revenue and expenses
- Costs associated with malpractice, litigation, and insurance, capital structure, credit and interest rate fluctuations, foreign exchange, growth in programs and facilities, capital equipment, corporate compliance (fraud and abuse), accounts receivable, days of cash on hand, capitation contracts, billing and collection

Legal/Regulatory

- The failure to identify, manage and monitor legal, regulatory, and statutory mandates on a local, state and federal level fraud and abuse, licensure, accreditation, product liability, management liability, Centers for Medicare and Medicaid Services (CMS) Conditions of Participation (CoPs) and Conditions for Coverage (CoC), as well as issues related to intellectual property.

Other Risks

- Ensuring mechanisms to prevent and reduce the risk of losses associated with fire, flood, severe weather and utilities malfunction
- Ensuring the development and implementation of emergency preparedness plans
- Ensuring that appropriate protocols are in place for hazardous materials/waste management
- Maintaining a safe environment for patients and visitors
- Assisting Quality/Performances Improvement efforts to identify those areas which represent an opportunity to improve patient care and reduce risk.

2. Enterprise risk management consists of eight interrelated components. These are derived from the way management runs an enterprise and are integrated with the management process. Enterprise risk management is not strictly a serial process, where one component affects only the next. It is a multidirectional, iterative process in which almost any component can and does influence another. These components are:
    a. *Internal Environment* – The internal environment encompasses the tone of an organization, and sets the basis for how risk is viewed and addressed by the facility, people, including risk management philosophy and risk appetite, integrity and ethical values, and the environment in which we operate.

b. *Objective Setting* – Objectives must exist before leaders can identify *potential* events affecting their achievement. Enterprise risk management ensures that management has in place a process to set objectives and that the chosen objectives support and align with our mission and are consistent with our risk appetite.
c. *Event Identification* – Internal and external events affecting achievement of our objectives must be identified, distinguishing between risks and opportunities. Opportunities are channeled back to leaders strategy or objective-setting processes.
d. *Risk Assessment* – Risks are analyzed, considering likelihood and impact, as a basis for determining how they should be managed. Risks are assessed on an inherent and a residual basis.
e. *Risk Response* – Leadership selects risk responses – avoiding, accepting, reducing, or sharing risk – developing a set of actions to align risks with the entity's risk tolerances and risk appetite.
f. *Control Activities* – Policies and procedures are established and implemented to help ensure the risk responses are effectively carried out.
g. *Information and Communication* – Relevant information is identified, captured, and communicated in a form and timeframe that enable people to carry out their responsibilities. Effective communication also occurs in a broader sense, flowing down, across, and up the entity.
h. *Monitoring* – The entirety of enterprise risk management is monitored and modifications made as necessary. Monitoring is accomplished through ongoing leadership activities, separate evaluations, or both.

B. Plan Management

1. The Plan Elements, although some may not be under the direct accountability /responsibility of the Risk Management Division, may be assured through, but not limited to the following tasks.

    a. Investigate adverse occurrences to assess and determine how similar occurrences might be averted, review patterns and trends, control the loss related to the adverse occurrence, and identify areas for performance improvement.
    b. Assess premise/property for potentially hazardous conditions which may present unnecessary risk to employees, patients, and visitors and make risk recommendations.
    c. Review the performance of persons providing care to patients to identify practices which may present unnecessary risks to patients or deviate from acceptable standards.
    d. Participate in policy and procedure review to update, amend, edit, and revise to reflect appropriate care, legislative requirements, and minimize or prevent liability ramifications.
    e. Participate in response and management of regulatory investigations.

f. Organize educational programs on risk management topics to promote awareness of risk management and safe practices.
g. Report Effectiveness - Periodic reports are provided by the various areas previously described to assess the effectiveness of their monitoring. Outcome evaluations are conducted and reported annually as part of the Quality and Safety Committee.
h. Claims Management - Coordinate the management of claims against SVMHS in a timely, organized, manner. The Risk and Patient Safety Department, in concert with the Safety Officer investigates complaints, grievances, safety related events, incidents and actual or potential claims by a process protected from discovery. Safety events or Claims presenting serious exposure are reported immediately to the appropriate individuals. Issues concerning the hospital will be investigated and resolved with the assistance of Quality Management, affected departments, and staff, administration, physicians, and patient / family as needed. The results of the findings are provided to the appropriate individuals or committee. Matters involving care provided by the physician are forwarded to the Medical Staff Department for further review and response as indicated. See Attachment "B" Claims Process Map.

C. **Plan Responsibility**

1. Everyone in the organization has some responsibility for enterprise risk management. The Board of Directors provides important oversight to enterprise risk management, and is aware of and concurs with the risk appetite.
2. The Chief Executive Officer is ultimately responsible to assure the implementation of the Risk Management Program Plan.
3. The Risk and Patient Safety Division under the authority of the CMO is responsible for the implementation of the Risk Management Program Plan. The Risk Manager and Patient Safety Officer works in concert with other departments and leaders such as, Human Resources, Employee Health, Infection Prevention, Quality Management, Accreditation and Regulatory, Safety Officer, Medical Staff Services and others to assure full implementation of the Program Plan.
4. All leadership supports the risk management philosophy; promotes compliance with our risk appetite, and manages risks within their spheres of responsibility consistent with risk tolerances. These leaders are also responsible for executing enterprise risk management in accordance with established directives, policies, procedures and protocols as outlined by SVMHS.
5. A number of external parties, such as customers, vendors, business partners, external auditors, regulators, and financial analysts often provide information useful in effecting enterprise risk management, but they are not responsible for the effectiveness of, nor are they a part of, this program plan.

See Attachment "A" for Risk Management Program Structure

D. **Confidentiality**

1. Confidentiality shall be in effect for all Risk Management activities.
2. All communication and documentation generated as part of the Risk Management program are to be confidential and subject to the state and federal laws protecting such documents from discovery, including Attorney: Client Privileges and Patient Safety Work Product as applicable. It is the intent of this Risk Management Program Plan to apply all existing legal standards and state or federal statutes to provide protection to the documents, proceedings, and individuals involved in the program.
3. The medical staff Quality and Safety Committee is responsible for the oversight of the Risk Management Program. All information, data, reports, minutes, or memoranda relating to the implementation of this Risk Management Program Plan are solely for use in the course of internal quality control for the purpose of reducing morbidity and mortality and improving the environment of care.
4. Any and all documents and records that are part of the internal Risk Management program as well as the proceedings, reports and records from any of the involved committees shall be maintained in a confidential manner. Disclosure to any judicial or administrative proceedings will occur only under court order or legal mandate and in accordance with the Patient Safety Work Product protections.

E. **Performance Measurement**

1. The performance measurement process is one part of the evaluation of the effectiveness of the Risk Management Program. Performance measures may be established to measure at least one important aspect of the Risk Management Program.

2. On an annual basis, the Safety and Reliability Committee and Quality and Safety Committee evaluates the scope, objectives, performance, and effectiveness of the Plan to manage risks to the staff, visitors, and patients at Salinas Valley Memorial Hospital.

F. **Orientation and Education**

1. Evaluation of the education and training needs of hospital staff and healthcare providers; participating in events annually to promote risk initiatives, making recommendations, coordinating and or conducting in-service programs, submitting information for medical staff physician education and issuing materials in the field of Risk Management is critical to the success of the Risk Management Program Plan.

V. REFERENCES

A. Risk Management Handbook for Healthcare Organizations

B. California Evidence Code 1157

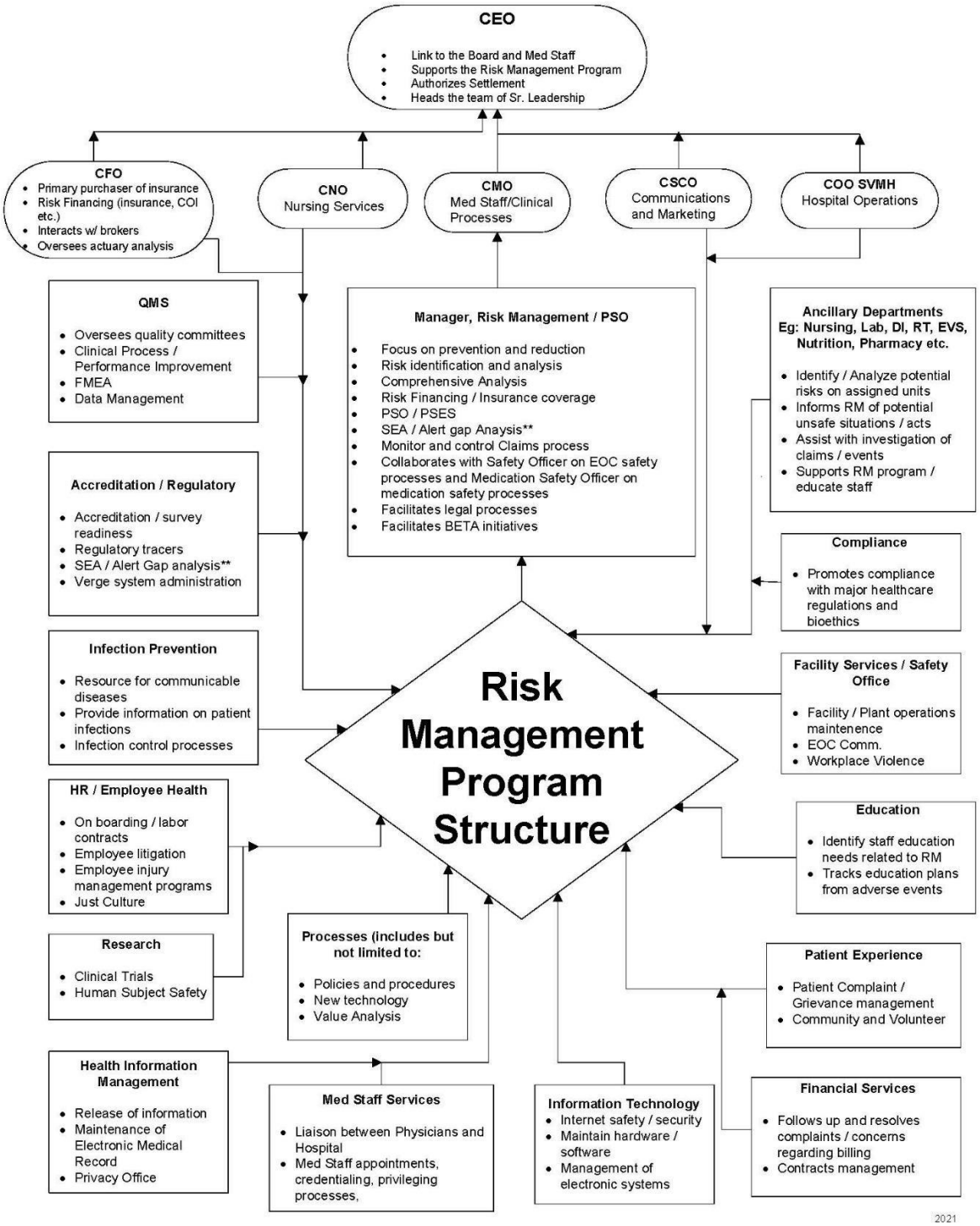
C. Patient Safety and Quality Improvement Act of 2005; 42 U.S.C. 299b-21

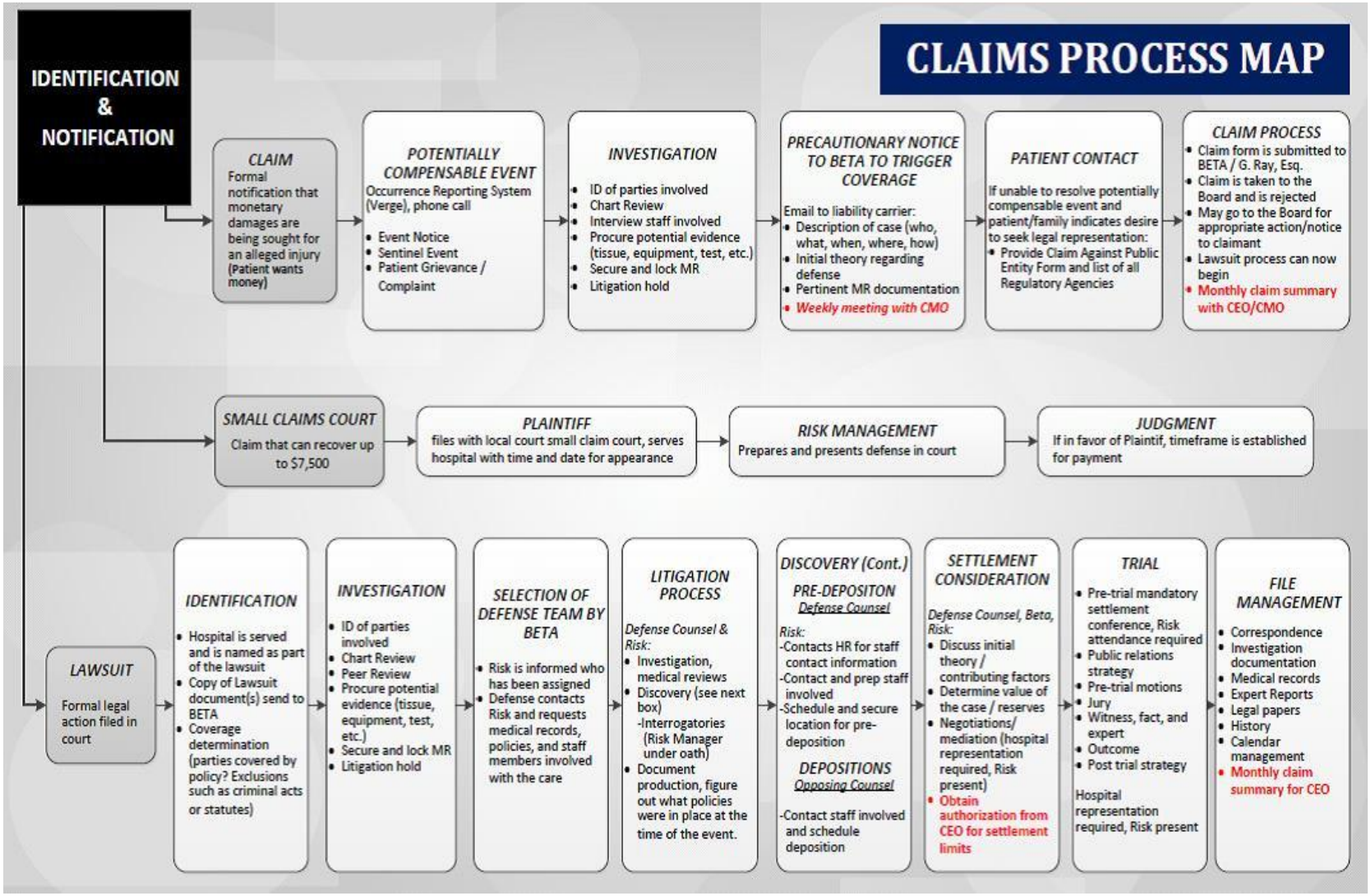
D. American Society for Health Care Risk Management of the American Hospital Association

E. INFORMATION SECURITY RISK MANAGEMENT #1010

ATTACHMENT A

RISK MANAGEMENT PROGRAM STRUCTURE




CLAIMS PROCESS MAP
IDENTIFICATION & NOTIFICATION
CLAIM
Formal notification that monetary damages are being sought for an alleged injury (Patient wants money)
POTENTIALLY COMPENSABLE EVENT
Occurrence Reporting System (Verge), phone call
Event Notice
Sentinel Event
Patient Grievance / Complaint
INVESTIGATION
ID of parties involved
Chart Review
Interview staff involved
Procure potential evidence (tissue, equipment, test, etc.)
Secure and lock MR
Litigation hold
PRECAUTIONARY NOTICE TO BETA TO TRIGGER COVERAGE
Email to liability carrier:
Description of case (who, what, when, where, how)
Initial theory regarding defense
Pertinent MR documentation
Weekly meeting with CMO
PATIENT CONTACT
If unable to resolve potentially compensable event and patient/family indicates desire to seek legal representation:
Provide Claim Against Public Entity Form and list of all Regulatory Agencies
CLAIM PROCESS
Claim form is submitted to BETA / G. Ray, Esq.
Claim is taken to the Board and is rejected
May go to the Board for appropriate action/notice to claimant
Lawsuit process can now begin
Monthly claim summary with CEO/CMO
SMALL CLAIMS COURT
Claim that can recover up to $7,500
PLAINTIFF
files with local court small claim court, serves hospital with time and date for appearance
RISK MANAGEMENT
Prepares and presents defense in court
JUDGMENT
If in favor of Plaintif, timeframe is established for payment
LAWSUIT
Formal legal action filed in court
IDENTIFICATION
Hospital is served and is named as part of the lawsuit
Copy of Lawsuit document(s) send to BETA
Coverage determination (parties covered by policy? Exclusions such as criminal acts or statutes)
INVESTIGATION
ID of parties involved
Chart Review
Peer Review
Procure potential evidence (tissue, equipment, test, etc.)
Secure and lock MR
Litigation hold
SELECTION OF DEFENSE TEAM BY BETA
Risk is informed who has been assigned
Defense contacts Risk and requests medical records, policies, and staff members involved with the care
LITIGATION PROCESS
Defense Counsel & Risk:
Investigation, medical reviews
Discovery (see next box)
-Interrogatories (Risk Manager under oath)
Document production, figure out what policies were in place at the time of the event.
DISCOVERY (Cont.)
PRE-DEPOSITON
Defense Counsel
Risk:
-Contacts HR for staff contact information
-Contact and prep staff involved
-Schedule and secure location for pre-deposition
DEPOSITIONS
Opposing Counsel
-Contact staff involved and schedule deposition
SETTLEMENT CONSIDERATION
Defense Counsel, Beta, Risk:
Discuss initial theory / contributing factors
Determine value of the case / reserves
Negotiations/ mediation (hospital representation required, Risk present)
Obtain authorization from CEO for settlement limits
TRIAL
Pre-trial mandatory settlement conference, Risk attendance required
Public relations strategy
Pre-trial motions
Jury
Witness, fact, and expert
Outcome
Post trial strategy
Hospital representation required, Risk present
FILE MANAGEMENT
Correspondence
Investigation documentation
Medical records
Expert Reports
Legal papers
History
Calendar management
Monthly claim summary for CEO

SVMH Andexanet alfa (Andexxa) Policy: Pharmacist guideline for Use

Introduction

Andexanet alfa (ANDEXXA) also called Coagulation factor Xa (recombinant), inactivated-zhzo is a recombinant modified human factor Xa (FXa) protein indicated for patients treated with rivaroxaban and apixaban, when reversal of anticoagulation is needed due to life-threatening or uncontrolled bleeding.

Andexanet alfa is only FDA labeled for use in patients who have taken rivaroxaban or apixaban. Dosing, safety and efficacy of andexanet alfa has not been established for other medications with anti-factor Xa activity. At SVMH, providers who deem a patient to be a candidate for treatment with andexanet alfa can place an order with a protocol order for pharmacists to dose.

Criteria for Use at SVMH
• Confirmed use of rivaroxaban or apixaban or high suspicion thereof AND • Life-threatening/uncontrolled bleeding (e.g., intracranial hemorrhage or GI bleeding)

Exclusion Criteria
1. Receipt of 4-factor prothrombin complex concentrate (KCentra) or recombinant activated factor VII (NovoSeven) within 7 days prior to bleeding event 2. Presence of thrombosis within the last 2 weeks 3. Pregnancy or lactating 4. Pediatric patients under age 18 years

Ordering Process

1. Providers will place an order for the andexanet alfa pharmacist to dose protocol and will be required to answer the following:

- Drug to be reversed
- Strength of last dose
- Timing of last dose
- Indication
- Receipt of other factor product, including at an outside facility.
- Presence of thromboembolic event in past 2 weeks
- Female patients – pregnant or lactating
- Callback number

2. When an order is received, alert the IV Room about a potential andexanet alfa patient. The drug should NOT be reconstituted at this time.

3. The receiving pharmacist should contact the provider to discuss the order if the order is clinically indicated or if further clarification is needed based on the information provided in the order.

- Andexanet alfa is **restricted** at SVMH and must follow the criteria for use as described above.
- If the drug does not meet the above criteria, the formulary policy indicates that an attending can override a restriction, in which case the drug should be dispensed.
- If there is concern for unsafe use despite an attending physician override, contact the administrator on call.

4. The pharmacist will verify the protocol order, then order the appropriate dose based on the answers provided under the ordering provider. There is a "high dose" and a "low dose" andexanet alfa ordering panel in Epic. Dosing will be based on the tables below:

Andexanet alfa Dose Based on Rivaroxaban or Apixaban Dose
(Timing of FXa inhibitor last dose before andexanet alfa initiation)

FXa inhibitor	FXa Inhibitor LAST dose	<8 hours or Unknown	>= 8 hours
Rivaroxaban	<= 10 mg	LOW dose	LOW dose
Rivaroxaban	>10 mg/Unknown	HIGH dose	
Apixaban	<= 5 mg	LOW dose	
Apixaban	>5 mg/Unknown	HIGH dose	

Andexxa Dose*	Initial IV Bolus	Follow-on IV infusion
LOW dose	400mg over 15 minutes	480 mg (infuse at 4mg/min up to 120 min)
HIGH dose	800 mg over 30 minutes	960 mg (infuse at 8mg/min up to 120 min)

** The safety and efficacy of more than one dose have not been evaluated.*

5. Once the andexxa order has been deemed appropriate and verified, contact IV Room to begin admixing.
6. Email the inventory team with the patient's MRN and dose administered at jbrady@svmh.com or Pharmacy clinical coordinator.
7. Create a Restricted Drug I-vent using the dot phrase ".ANDEXXA" and document the information provided by the provider, doses given, and any other relevant clinical information.
8. Update the Anticoagulation section within Acuity by using the template in the COMMENTS section so it stays visible for the duration of admission.
9. Do not tube medication.

Dosing Considerations

- If the time of last known dose of apixaban or rivaroxaban is > 24 hours, serum concentrations of direct oral anticoagulants are expected to be low, except for the following circumstances:
  Drug-drug interactions with direct oral anticoagulants: May increase the patient's exposure significantly beyond 24 hours.
  See Drug Interactions section for additional details
  Significant renal impairment: While andexanet alfa does not require dose adjustment for renal failure, the pharmacokinetics of rivaroxaban or apixaban may be altered and prolonged half-life needs to be considered.

- The following drugs have limited or no data describing their use, and therefore dosing recommendations do not exist:
  - Edoxaban
  - Betrixaban
  - Fondaparinux
  - Enoxaparin

- While andexanet alfa was used to reverse enoxaparin in the ANNEXA-4 trial, the number of patients evaluated was low and andexanet alfa does not carry an FDA indication for enoxaparin reversal.

Alternative recommendations

- If the patient is on a DOAC other than apixaban, rivaroxaban, or dabigatran (use Praxbind®) consider recommending Kcentra® if appropriate.
- Protamine reverses approximately 60-80% of the LMWH effect of enoxaparin.
- See SVMH Anticoagulant Management Policy

Administration

- Administer using a 0.2 or 0.22 micron in-line filter.
- Administer bolus dose first.
- Within 2 minutes following the bolus dose, administer the continuous IV infusion. Using the same tubing from the bolus and connecting it to the infusion helps minimize waste.
- Upon completion of the infusion, flush the line using a NS 50mL bag to ensure all drug is administered.

Warnings/Precautions

- **Thromboembolic risk** – 17.8% within 30 days in ANNEXA-4 study
- Treatment with andexanet alfa has been associated with serious and life-threatening adverse events, including: Arterial and venous thromboembolic events, ischemic events, including myocardial infarction and ischemic stroke, cardiac arrest, and sudden death.
- Monitor for thromboembolic events and initiate anticoagulation when medically appropriate.
- Monitor for symptoms and signs that precede cardiac arrest and provide treatment as needed.
  To reduce thromboembolic risk, resume anticoagulant therapy as soon as medically appropriate following treatment with andexanet alfa.
- Re-elevation or incomplete reversal of anticoagulant activity can occur
- Compared to baseline, there was a rapid and substantial decrease in anti-factor Xa activity corresponding to the andexanet alfa bolus. This decrease was sustained through the end of the andexanet alfa continuous infusion. Following the infusion, there was an increase in anti-factor Xa activity, which peaked 4 hours after infusion in ANNEXA-4 subjects. After this peak, the antifactor Xa activity decreased at a rate similar to the clearance of the factor Xa inhibitors.

Adverse Reactions

- Infusion-related reaction
- Thromboembolic event
- Urinary tract infection
- Pneumonia

Monitoring Parameters

- Signs/symptoms of arterial and venous thromboembolic events, ischemic events and cardiac arrest

Drug-Drug Interactions

Apixaban (Eliquis)	Rivaroxaban (Xarelto)
• Strong dual inhibitors of CYP3A4 and P-gp increase blood levels of apixaban (e.g. ketoconazole, itraconazole, ritonavir, clarithromycin) • Simultaneous use of strong dual inducers of CYP3A4 and P-gp reduces blood levels of apixaban (e.g. carbamazepine, fosphenytoin, phenytoin, phenobarbital, primidone, rifampin, StJohns wort) • Strong inhibitors of CYP3A4 and/or P-gp can increase apixaban effect	• Strong dual inhibitors of CYP3A4 and P-gp increase blood levels of rivaroxaban (e.g. ketoconazole, itraconazole, ritonavir, clarithromycin, cobicistat, elvitegravir, boceprivir, conivaptan, lopinavir, telaprevir) • Simultaneous use of strong dual inducers of CYP3Ar and P-gp reduces blood levels of rivaroxaban (e.g, carbamazepine, fosphenytoin, phenytoin, phenobarbital, primidone, rifampin, StJohn's wort) • Strong inhibitors of CYP3A4 and/or P-gp can increase rivaroxaban effect • Strong inducers of CYP3A4 and/or P-gp can decrease rivaroxaban effect. Reduced concentrations of rivaroxaban may persist for >= 1 week after stopping a strong inducer of CYP3A4 and/or P-gp

*Not a complete list – refer to other sources for additional details

References

Andexxa [prescribing information]. South San Francisco, CA: Portola Pharmaceuticals Inc; 2018

Connolly SJ, Milling TJ, Eikelboom JW et al (2016) Andexanet alfa for acute major bleeding associated with Factor Xa inhibitors N Engl J Med 2016;375:1131-41. DOI: 10.1056/NEJMoa1607887

Salinas Valley Memorial Healthcare System

ELECTROCARDIOGRAM NURSING STANDARDIZED PROCEDURE

Reference Number	6922
Effective Date	Not Set
Applies To	EMERGENCY DEPT
Attachments/Forms	

I. POLICY

A. Function

1. This Standardized Procedure is intended to expedite care for patients presenting to the Emergency Department with medical conditions that warrant an electrocardiogram.

B. Circumstances

- Setting

1. Registered Nurses (RN) assigned to the ED may order and initiate an electrocardiogram for patients 14 and older, presenting with the following conditions:
   a. Chest pain or discomfort
   b. Shortness of breath
   c. Syncope
   d. Seizure
   e. Dizziness
   f. Abdominal pain
   g. Nausea and vomiting of unknown etiology
   h. Fatigue or general body weakness of unknown etiology
   i. Atypical back, arm(s), shoulder(s), or neck pain in absence of trauma or suspected orthopedic or soft tissue injury
   j. Unusual nervousness or feeling of impending doom

C. Protocol

a. Registered Nurses assigned to the ED who have competency may order an electrocardiogram for patients who meet criteria, as outlined in item "B". An order for an electrocardiogram is to be placed in the electronic health record, with notification to the physician once completed.

I. REQUIREMENTS FOR THE REGISTERED NURSE

ELECTROCARDIOGRAM NURSING STANDARDIZED PROCEDURE

A. Education
   a. A registered nurse who has completed orientation and has demonstrated clinical competency may perform the procedures listed in this protocol. Education will be given upon hire with a RN preceptor or designee.
B. Training
   a. Clinical competency must be demonstrated and approved by supervising personnel or preceptor.
C. Experience
   a. Current California RN license and designated to work in the Emergency Department
D. Initial and Ongoing Evaluation
   a. Demonstrates knowledge of procedure through clinical performance.

II. DEVELOPMENT AND APPROVAL OF THE STANDARDIZED PROCEDURE

A. Method and Review schedule
   a. Review and approval every three (3) years
   b. Policy goes through the Emergency Department Physician group every three (3) years.
   c. Policy goes through the interdepartmental policy committee (IDPC) upon creation of policy and when changes are made.
   d. Chief Nursing Office upon creation of policy and with significant changes.

B. Signatures of authorized personnel approving the standardized procedure and dates:
   a. Director of Emergency Services every three (3) years.
   b. Chair, Department of Emergency Medicine every three (3) years.
   c. Chair, Interdisciplinary Practice Committee every three (3) years.
   d. Chief Nursing Officer every three (3) years.

III. REGISTERED NURSES AUTHORIZED TO PERFORM PROCEDURE AND DATES

A. The list of qualified individuals who may perform this standardized procedure is available in the department / cluster Nursing Director's office and available upon request.

IV. REFERENCES

A. ENA (1997) *Triage: Meeting the Challenge*. Park Ridge, IL: Author.

B. Gilboy N, Tanabe P, Travers DA, Rosenau AM, Eitel DR. *Emergency Severity Index, Version 4. Implementation Handbook.* AHRQ Publication No. 05-0046-2, 2020 Edition. Agency for Healthcare Research and Quality, Rockville, MD.

EXTENDED CLOSED SESSION
(if necessary)

(VICTOR REY, JR.)

ADJOURNMENT – THE NEXT REGULAR MEETING OF THE BOARD OF DIRECTORS IS SCHEDULED FOR THURSDAY, MAY 26, 2022, AT 4:00 P.M.